

CHARGES AGAINST GENERAL HOWARD.

JULY 13, 1870.—Ordered to be printed with minority report.

MR. ARNELL, from the Committee on Education and Labor, made the following

REPORT.

The Committee on Education and Labor, to whom, by resolve of the House, April 6, 1870, was referred the statement that day made by Hon. Fernando Wood, of New York, in reference to Gen. O. O. Howard, with instructions to investigate all the charges therein contained, and with authority to send for persons and papers, respectfully report :

The House of Representatives, on the 6th of April last, adopted the following resolution :

Resolved, That the statement made this morning by Hon. Fernando Wood, of New York, in reference to General O. O. Howard, be referred to the Committee on Education and Labor, with instructions to investigate all the charges therein contained, and with authority to send for persons and papers.

The following is the official report in the Globe of April 7th, 1870, of the proceedings in the House of Representatives, including the charges just referred to :

GENERAL O. O. HOWARD.

MR. WOOD. I ask unanimous consent to make a personal explanation.

THE SPEAKER. For how long ?

MR. WOOD. Ten minutes.

THE SPEAKER. Is there objection to granting unanimous consent to the gentleman from New York for ten minutes to make a personal explanation ?

There was no objection.

MR. WOOD. Mr. Speaker, when the bill proposing to abolish the Freedmen's Bureau was under discussion in the House a few days ago I made a remark in my seat which has attracted the attention of the Commissioner of that bureau, who has written me a letter which I desire to have read by the Clerk, and upon which I desire to make a few words of comment.

The Clerk read as follows :

“WAR DEPARTMENT, BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
Washington City, April 1, 1870.

“DEAR SIR: By this morning's Chronicle you are made to intimate that I have grown rich from this bureau, and that the bill proposed on education was to enable me to control \$600,000 more. I do not think you can have said it, because if you know my financial condition you will know that I have a large family, a small property, and considerable indebtedness, and as the bill proposed to take from me the \$600,000 and put it into the Bureau of Education I cannot think you made the remark. I have discharged the trust committed to me with fidelity, as you yourself would say if you should give every transaction the most thorough examination.

“Very respectfully, your obedient servant,

“O. O. HOWARD, Commissioner Freedmen's Bureau.

“Hon. FERNANDO WOOD.”

MR. ARNELL. I rise to a question of order. I desire to inquire whether this is in order ?

THE SPEAKER. The gentleman from New York has the floor by unanimous consent.

MR. WOOD. The Commissioner has been correctly informed, and the reported remark

attributed to myself is entirely correct. I did say General Howard had grown rich through the Freedmen's Bureau, and that I thought this bill was intended to give him the control of \$600,000 more. I have no wish to do General Howard any injustice, or any other gentleman, or any person certainly holding the professional and official position of this gentleman. What I said was founded upon a firm conviction of its truth. It was founded upon common report and common rumor, and I will now detain the House but a very few minutes in stating what I believe to be true as respects the mode and manner in which the commissioner has discharged this important trust we are now about to take from him.

By his own official report transmitted to Congress he has disbursed individually through the bureau \$12,965,359. He has had the absolute control of that bureau. He has, from the character of the statutes which were passed for the purpose of aiding the freedmen, had the personal disposition of this large sum of money, and he is therefore personally responsible for the mode and manner in which that money has been disbursed.

Now, as this letter appears to challenge investigation as to the manner in which he has discharged that duty, and as by the bill which passed this House yesterday it is alleged we are about to deprive him of the control of this fund, I think, for the reasons I will here state and the allegations I desire to present, the House should authorize an investigation into these transactions and into the discharge of his official duties. Therefore upon information and belief I charge that General O. O. Howard, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, has been guilty of malversation and dereliction of duty, inasmuch as—

First. That he has taken from the appropriations made for, and the receipts of, that bureau more than five hundred thousand dollars, improperly and without authority of law, for the Howard University, hospital, and lands.

Mr. HALE. I rise to a point of order.

Mr. WOOD. I hope the Chair will protect me. The House has granted consent that I should make this explanation, and I doubt whether it can now take the responsibility of depriving me of the floor.

The SPEAKER. The gentleman from Maine will state his point of order.

Mr. HALE. I make the point of order that the gentleman is now proceeding, not as speaking to a question of privilege, but simply as making an assault on a gentleman not a member of this House.

The SPEAKER. It has been decided over and over again that when the House gives its unanimous consent to a personal explanation the member who has the privilege granted him may employ his time in whatever mode he chooses, subject to the rules; that he may employ his time in attacking anybody outside of Congress that he chooses.

Mr. WOOD. I resume the statement of the charges which I submit:

Second. That portions of the land alleged to have been sold for the benefit of the Howard University fund were disposed of improperly to members of his own family and officers of his staff.

Third. That bonds issued in aid of the First Congregational church of the city of Washington were taken in payment for a portion of this land, which have not yet been redeemed or paid, nor have they been returned in his official accounts as such.

Fourth. That the University building and hospital were built of patent brick furnished by the American Building-Block Company, in which General Howard, Charles Howard, General E. Whittlesey, and C. W. Alvord, all attached to the bureau, were interested as stockholders.

Fifth. That the specifications for the construction of those buildings provided that the material used in their erection should be taken from the brick made by this company; thus preventing competition, and securing the use of that brick, and no other, for that purpose.

Sixth. That the brick so used was unfit and nearly worthless; parts of the building have fallen down in consequence, and other parts have since been repaired and rebuilt, at an expense of \$13,000.

Seventh. That by his consent and with his knowledge lumber belonging to the government was used by this company and appropriated to its own benefit, being resold to its employes.

Eighth. That he pays rent to the Howard University from the funds of the bureau for the privilege of a headquarters.

Ninth. That he draws three salaries, namely, one as a brigadier general in the United States Army, another as Commissioner of the Freedmen's Bureau, and a third as head of the Howard University.

Tenth. That he has paid from the funds of the bureau over forty thousand dollars for the construction of the First Presbyterian church, in this city, taking the church bonds in return, which he has either returned in his accounts as cash on hand, or sent south for the purposes of the bureau.

Eleventh. He has advanced a large sum from the funds of the bureau to the Young Men's Christian Association of this city, taking their bonds in payment, which have been sent to Tennessee to help the freedmen's schools in that State.

Twelfth. That he caused or knowingly allowed lands in this city, owned by an officer of the bureau, to be transferred to a freedmen's school in North Carolina; the officer taking the

money appropriated for that school, and the school the lands in this city; thus perpetrating a fraud both upon the government and the freedmen.

Thirteenth. That he was interested in the purchase of a farm of about three hundred acres near the Lunatic Asylum in this county, for which the public funds and other property of the government were used. Buildings were erected thereon, built of lumber belonging to the government, and then let or sold to freedmen at exorbitant prices; and that he and his brother, Charles Howard, were personally interested in this transaction as a private pecuniary speculation.

Fourteenth. He has discharged the duties of the office of Commissioner of the bureau with extravagance, negligence, and in the interests of himself and family and intimate friends.

Fifteenth. That he is one of a ring known as the "Freedmen's Bureau ring," whose connections and influences with the freedmen's savings banks, the freedmen's schools of the South, the political machinery of a party in the Southern States, and whose position has been to devote the official authority and power of the bureau to personal and political profit.

THE COMMITTEE entered upon the discharge of their duty with a profound sense of its magnitude and importance. The policy which has been pursued by the American people toward the four and a half millions of persons suddenly delivered from slavery by the events of a great civil war constitutes one of the most interesting and important chapters in human history. In ancient nations the freedmen constituted a distinct and degraded class. France, after seven years of liberty, re-enslaved the negroes in her West India colonies. England subjected the colored population of Jamaica to a humiliating and most impolitic system of apprenticeship, thereby rendering permanent the alienation and bitterness of feeling engendered by slavery, and leaving to germinate the seeds of the outbreak that led to the atrocities which, within a few years, called down the execration of mankind on the administration of Governor Eyre.

In luminous contrast with this is the conduct of the American people. Although distracted with a civil war of unparalleled magnitude, although the enfranchised population was of a different race and color from the dominant majority, the United States at once accepted the logical consequences of the great act of emancipation, and proceeded to secure to their lately enslaved people, independence, education, and civil and political equality. Four millions and a half of people, lately dependent as children, unaccustomed to judge or act for themselves, without the sense of personal dignity which can only be born of freedom, were to be saved from pauperism. Until now ignorant and degraded, they were to be taught to appreciate the blessings and aided in establishing the institutions of education. In this way only could the great constitutional boon of political equality be conferred on them with safety either to them or the great body of the American people.

It is manifest that with our government of limited powers this task was most difficult. Nothing in our previous history taught us the way, nothing in our administrative precedents or existing administrative machinery furnished the means, of accomplishing this vast result. The path was totally new and untrodden. It was rendered still more difficult by the fact that the freedmen were in the midst of hostile communities who regarded their emancipation wrong, and every privilege conferred upon them as a humiliation to themselves, and that by the events of the war, especially of Sherman's great march through the South, they had been congregated in large numbers in Washington and other great cities, where they were crowded together destitute and starving.

To solve this problem, Congress in 1865 wisely determined that large and comprehensive powers and resources must be placed at the command of a department to be specially created for the purpose, finding security against their abuse in the character of the person who should be placed at its head. To this end the Freedmen's Bureau was estab-

lished and a Commissioner appointed, clothed with powers set forth in the following extracts from acts of Congress relating to this subject :

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby established in the War Department, to continue during the present war of rebellion, and for one year thereafter, a Bureau of Refugees, Freedmen and Abandoned Lands, to which shall be committed, as hereinafter provided, the supervision and management of all abandoned lands, and the *control of all subjects relating to refugees and freedmen from rebel States, or from any district or county within the territory embraced in the operations of the army, under such rules and regulations as may be prescribed by the head of the bureau and approved by the President.* The said bureau shall be under the management and control of a Commissioner to be appointed by the President, by and with the advice and consent of the Senate.

Act approved March 3, 1865.

SEC. 2. And be it further enacted, That where accounts are rendered for expenditures for refugees or freedmen under the approval and sanction of the proper officers, and which shall have been proper and necessary, but cannot be settled for want of specific appropriations, the same may be paid out of the fund for the relief of refugees and freedmen, on the approval of the Commissioner of the Bureau of Refugees and Freedmen.

Act approved June 15, 1865.

SEC. 2. And be it further enacted, That the supervision and care of said bureau shall extend to all loyal refugees and freedmen, so far as the same shall be necessary to enable them as speedily as practicable to become self-supporting citizens of the United States, and to aid them in making the freedom conferred by proclamation of the commander-in-chief, by emancipation under the laws of States, and by constitutional amendment, available and beneficial to the public.

SEC. 12. And be it further enacted, That the Commissioner shall have power to seize, hold, use, lease, or sell all buildings and tenements, and any lands appertaining to the same, or otherwise, formerly held under color of title by the late so-called Confederate States, and not heretofore disposed of by the United States, and any buildings or lands held in trust for the same by any person or persons, and to use the same or appropriate the proceeds derived therefrom to the education of the freed people; and whenever the bureau shall cease to exist, such of said so-called Confederate States as shall have made provision for the education of their citizens, without distinction of color, shall receive the sum remaining unexpended of such sales or rentals, which shall be distributed among said States for educational purposes in proportion to their population.

SEC. 13. And be it further enacted, That the Commissioner of this bureau shall at all times co-operate with private benevolent associations of citizens in aid of freedmen, and with agents and teachers duly accredited and appointed by them, and shall hire or provide by lease buildings for purposes of education whenever such association shall, without cost to the government, provide suitable teachers and means of instruction; and he shall furnish such protection as may be required for the safe conduct of such schools.

Act of July 16, 1866.

SEC. 3. And be it further enacted, That unexpended balances in the hands of the Commissioner, not required otherwise for the due execution of the law, may be, in the discretion of the Commissioner, applied for the education of freedmen and refugees, subject to the provisions of laws applicable thereto.

Act of June 24, 1868.

The sort of person to whom this great trust should be confided is described in the following extract from a communication from Hon. Mr. Whiting, Solicitor of the War Department, made to Congress, just before the passage of the bill establishing the Freedmen's Bureau :

The work laid out for the Bureau of Emancipation is of immense magnitude. Two and a half millions of wards driven from their accustomed shelter by the sharp catastrophes of war, landless, houseless, homeless, appeal to the government to guard and save them. From their earliest years deprived of the light of knowledge, they are children able as yet to see only the star of freedom. They feel with hope and confidence that the flag which brings to them liberty, will spread over them the mantle of its protection. In the heart of this great people every pulsation throbs for freedom. The instincts of national honor will allow no faltering and no failure in our duty to the oppressed freedmen, who stand shoulder to shoulder in this struggle for our country's safety and renown.

The plan proposed in this bill is for the organization of a bureau in the War Department. Perhaps this is the best means of commencing the great work, but I think the time will soon come, if it has not already arrived, when the duties of this bureau will require the powers and merit the dignity of a separate executive department.

There are several subjects which might be advantageously grouped together, and ought to be placed under the management of one controlling mind. Among them are the following:

1. Taking possession, on behalf of the United States, of all real estate abandoned by its owners who have joined the rebels.

2. Taking possession of all real estate forfeited to the United States to be sold for taxes, whether bought in by order of the President of the United States or sold to settlers and others.

3. Taking possession of all lands confiscated to the United States.

4. Taking possession of all personal property of the enemy derelict, abandoned, or captured, except prizes at sea.

5. Taking care of and making provision for all persons now freed or hereafter to be freed under any laws of the United States or proclamations of the President, or acts of manumission.

6. Taking care of all colored men in the rebellious districts who were free before the war, and all fugitives thereto from loyal States.

7. All legal proceedings for the confiscation of rebel property in all the courts.

The United States attorneys, or special attorney, to act under orders of the new department so far as respects these proceedings.

8. The administration of all laws, rules, and regulations relating to the migration of colored people to and from the rebel States.

9. And of laws relating to the compensation, if any, which the government may hereafter give to aid loyal States in emancipating slaves.

10. All other matters relating to the emancipation and its processes, its rules and regulations, &c., and the protection of the interests of the colored men on one hand and the United States on the other.

These subjects are intimately connected together. They would require genius and active energy of the most powerful executive talent. The Secretary of War or of the Treasury are already so overwhelmed with labor and responsibility that it is ungenerous to demand of either of them to assume this herculean task. The labors of this emancipation department will be unsurpassed by those of any other executive minister. Its importance to the ultimate issue of the war, to the reputation of our country abroad, to the moral character of our people in the Southern States, to the treasury, to the soldier, and to the industrial interests of this great nation, can hardly be overestimated. Whoever is competent to fill the office of secretary of emancipation should have a seat in the Cabinet, and should also enjoy the confidence and co-operation of that great and good man whose proclamation of freedom has recreated a nation, and will cause his name to be venerated wherever the flag of the Union shall cast its shadow.

The recommendation to give the head of the Freedmen's Bureau a seat in the Cabinet was not adopted by Congress. Under our system these Cabinet officers are the political advisers of the President; and the duties of the Freedmen's Bureau are too important to be associated in the public mind with anything of a partisan nature. But in all other respects Congress established the bureau on the basis so recommended.

In selecting the officer for this lofty and delicate trust, the qualities so graphically and eloquently described were, as your committee believe, carefully sought for. General Howard was known to the whole country as a distinguished military officer. His patriotism had been attested by a career of service in the hardest fought campaigns of the war. He had been twice severely wounded; he had lost his right arm at Fair Oaks; he had commanded the army of the Tennessee, leading the right wing in Sherman's march to the sea; he had rendered illustrious military service on the field of Gettysburg, and from all the officers and soldiers of the army of the Potomac was, with one other, selected by Congress to be thanked by name "for the skill and heroic valor which, at Gettysburg, repulsed, defeated, and drove back, broken and dispirited, beyond the Rappahannock, the veteran army of the rebellion." (Resolve of January, 1864.) His high reputation as a Christian gentleman gave him the esteem of the humane and benevolent portion of the public, upon whose confidence and co-operation his success was largely to depend. Moved, doubtless, by these considerations, the President, on the recommendation of Secretary Stanton, selected General Howard for the position which he has since filled.

The general effect of the policy pursued by this people toward the

freedmen and the general results of the administration of the Freedmen's Bureau by General Howard are matters of history. Without civil convulsion, without any manifestation of violence or hate toward those who had subjected him and his ancestors to the accumulated wrongs of generations of servitude, the enfranchised negro at once and quietly entered upon the new relations of freeman and citizen. During the five years since the bureau has been established, General Howard has directed the expenditure of twelve million nine hundred and sixty-five thousand three hundred and ninety-five dollars and forty cents; has exercised oversight and care for freedmen and refugees in seventeen States and the District of Columbia, a territory of 350,000 square miles, and co-operated with benevolent societies, aiding in the education of hundreds of thousands of pupils, and in the relief of vast numbers of destitute and homeless persons of all ages and both sexes.

A trust more important and sacred, a confidence more entire, had scarcely ever been reposed by the American people in any public officer since the foundation of the government. If it had been successfully and honestly discharged, the Commissioner was not only entitled to public gratitude, but had placed a crown on the brow of the American people as glorious as the highest achievements of war. But if, on the other hand, he had betrayed this generous and sacred confidence; if he had devoted the power placed by the nation at his disposal to low, partisan, or personal ends; if he had stolen from the poor, the ignorant, the defenseless, the funds intrusted to him for their benefit, no language of condemnation could adequately describe the infamy of his crime. This the committee felt in its full force and power, and determined, in the investigation of these charges, to do their full duty to Congress and the country.

So far as the committee are aware, the functions of the bureau had been performed without complaint on the part of those for whose benefit it was created, and to the general public satisfaction until the charges, now the subject of investigation, were made.

That it had excited the admiration of impartial foreign observers is apparent from the able report made to the minister of public instruction in France by M. Hippeau, the commissioner appointed by the French Emperor to examine the system of public instruction of this country, who, in an eloquent chapter devoted to the subject of education of the colored race, pays homage to the people of America for the humanity and wisdom which conceived and the genius and energy which executed the work of the Freedmen's Bureau.*

The great republican orator of Northern Europe, Castellar, points to this, the last achievement of the American people, as the triumphant refutation of all those who would assert the superiority of monarchy. He says:

The United States, having turned their slaves into men, have devoted themselves to converting these men into citizens. And to-day, gentlemen, those beings who were formerly not even men, are freer than the first of the sons of Europe. Those men who could not learn to read because the southern gentlemen murdered any one who would dare to give them a book, have, to-day, innumerable schools. Those men who were like beasts of burden, wretched as the reptiles that crawled among the cotton and the cane, are free men—are American citizens; they sit in the Congress and the Senate of Washington. The United States have refused to recognize as members of the federation those States which have not, in their turn, recognized the liberty and the equality of the negroes.

You talk to me of exceptional laws. Many have you given to sustain the influence of priests and the tyranny of kings. I admit your exceptions, if you will present me four million beasts converted into four million men.

* For extracts from the report of M. Hippeau, see appendix.

During the whole investigation, Mr. Wood, at his own request, was allowed to be present, with counsel; General Howard was also present with counsel.

Fifty-nine witnesses were called by Mr. Wood, and their examination extended over sixty days. These witnesses were from New York, New Jersey, Pennsylvania, Virginia, Kentucky, Illinois, North Carolina, Tennessee, Mississippi, Florida, and the District of Columbia.

Seven witnesses were called by General Howard, all from the District of Columbia. Their examination occupied three days.

HOWARD UNIVERSITY.—CHARGE 1.

The first charge relates directly to Howard University, and most of the charges have reference, more or less direct, to this institution. Much testimony was taken by the prosecution in regard to the purchase of land and transfers to Howard University. From the evidence it appears that certain property in the northern part of the city, known as the Smith farm, upon which the University buildings now stand, and to which were added small parcels of adjoining land known as the Beckert and Miller properties, was purchased for the University. The land was bought by the trustees, and paid for in part by funds transferred to them by General Howard, as will appear more fully elsewhere in this report. The buildings were erected entirely by him and then turned over to the trustees. The prosecution claims that these purchases and transfers were without authority of law.

Upon this subject the acts of Congress themselves speak clearly. It is difficult to see how a larger discretion could be given than is conferred by the acts above cited. This construction, too, has been invariably given by the Second Comptroller of the Treasury to these statutes, as will appear by the testimony of Hon. Mr. Brodhead, the Second Comptroller of the Treasury. In answer to a question upon this point, he said:

There was nothing whatever, under any of these acts, that put any limit on the discretion of the Commissioner, except the unimportant one in regard to the distribution of food, and one in regard to the sale of school houses, which says that he shall account for the money to the Treasurer.

Question. And it devolved upon you to do what, in regard to the settlement of accounts? Answer. I had the final revision of all accounts and vouchers presented for settlement, and the charging of them up under the proper appropriation.

Q. Under which of these acts did you perform that duty, so far as the Freedmen's Bureau was concerned?—A. So far as the Freedmen's Bureau is concerned, I derived my powers wholly from the act of 1817.

Q. When a voucher was presented to you, was it your duty to exercise your judgment on the question whether the money had been expended for the purpose for which the Commissioner of the Freedmen's Bureau was authorized by law to spend the public money?—A. Yes, sir.

Q. In determining that question, were you confined to any one law, or did you have regard to all the statutes affecting the subject?—A. I was governed entirely by the law, and allowed nothing which the law did not authorize.

Q. In regard to the discretion of the Commissioner, I doubt whether I got your answer clearly. What limitation was imposed upon the Commissioner?—A. None whatever. I think the act was rather an unusual one in that respect. It was even doubtful whether he was required to settle his accounts at the Treasury; but, under the law of 1817, it was finally concluded to have them adjusted at the Treasury. Under two of the acts relating to the bureau there was a limitation imposed upon the discretion of the Commissioner: the act of March 30, 1867, authorizing the Commissioner to distribute food and other relief among the needy freedmen and refugees, under such directions as might be approved by the Secretary of the Treasury; and the act providing that certain moneys to be expended for educational purposes should be given only to institutions actually incorporated.

Q. And, save under these two acts you have mentioned, there is no limit to the discretion of the Commissioner?—A. No, sir; not in the acts themselves.

In the opinion of the committee, the authority of law and the discretionary powers of the Commissioner are beyond cavil, and General Howard had the most unlimited authority to use the funds of the bureau to advance the great objects for which it was called into existence.

The next question is, Were the "appropriations made for, and receipts of, the bureau improperly used" in being expended on Howard University?

If one of the very purposes of the bureau was to educate freedmen, and if the university was established for that purpose, the expenditure was not improper.

The reports of the general school superintendent of the bureau, which were put in evidence, show clearly that the great and earnest effort of the Commissioner was to inaugurate a system of common school education among the freedmen. A necessary adjunct and indispensable precedent condition to this plan was to establish a university that could give life and energy to these widely-scattered schools. That the Commissioner had a right to found such an institution under the discretion conferred upon him by law cannot be questioned. The committee simply say in this connection that the gifts to this and kindred institutions were wise and judicious. The necessity of preparing and qualifying teachers for future use among the freedmen justifies the expenditure. That the object was commendable, and the results to be accomplished praiseworthy, is confirmed by the fact that the learned and distinguished agent of the Peabody Fund, Dr. Sears, has been compelled to adopt a like policy, with the entire approbation of the eminent trustees of that fund.

TRANSFER OF FUNDS.—It appears that thirty thousand dollars (\$30,000) were transferred by the Commissioner to Howard University. This transfer is made, and the authority of law for the same set forth, in Special Orders No. 57, dated April 15, 1867 :

[Special Orders No. 57.]

WAR DEPARTMENT,
BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
Washington, D. C., April 15, 1867.

Brevet Brigadier General Balloch, chief disbursing officer of this bureau, will transfer the sum of thirty thousand dollars to the Howard University, an educational institution incorporated for loyal refugees and freedmen under an act of Congress, entitled "An act to incorporate the Howard University, in the District of Columbia," approved March 2, 1867, said sum to be paid out of the balance on hand March 2, 1867, of the Refugees and Freedmen's Fund.

This order is based upon the authority of an act of Congress entitled "An act making appropriations for the support of the army for the year ending June 30, 1868, and for other purposes," approved March 2, 1867.

Said transfer shall be made upon the receipt for said sum signed by some person duly authorized by said corporation to receive and receipt for the same.

By order of Major General O. O. Howard :

A. P. KETCHUM,
Acting Assistant Adjutant General.

The transfer of one hundred and twenty-five thousand dollars is made, and the authority of law therefor shown, in Special Orders No. 36, dated March 12, 1869 :

[Special Orders No. 36.—Extract.]

WAR DEPARTMENT,
BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
Washington, D. C., March 12, 1869.

II. Brevet Brigadier General Balloch, chief disbursing officer of this bureau, will transfer the sum of one hundred and twenty-five thousand dollars to the Howard University,

educational institution incorporated for loyal refugees and freedmen, under an act of Congress entitled "An act to incorporate the Howard University in the District of Columbia," approved March 2, 1867, said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund.

This order is based upon the authority of an act of Congress entitled "An act making appropriations for the support of the army for the year ending June thirty, eighteen hundred and sixty-eight," and for other purposes, approved March 2, 1867. Said transfer shall be made upon the receipt for said sum, signed by some person duly authorized by said corporation to receive and receipt for the same.

By order of Brevet Major General O. O. Howard :

E. WHITTLESEY,
Acting Assistant Adjutant General.

These orders set out the whole matter of the purchase of the land in a clear light.

TRANSFER OF BUILDINGS.

Here again the documents themselves tell best their own story :

WAR DEPARTMENT,
BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
Washington, D. C., November 5, 1868.

SIR : In expending the appropriations made by Congress for the "construction, rental, and repairs of buildings for schools and asylums," I have constructed and repaired such buildings upon land owned by "benevolent associations and corporate bodies and boards of trustees," who are now using them for school purposes.

These buildings are now borne upon the returns of my quartermasters and disbursing officers as bureau property ; and with a view to the early closing of this bureau, I have the honor to request that authority be given me to transfer the said buildings to the associations, corporate bodies, and boards of trustees, upon whose land they are constructed, requiring from them a formal guarantee that said buildings, or the proceeds of their rental or sale, shall be devoted perpetually to educational purposes, never excluding pupils on account of race, color, or previous condition of servitude.

Very respectfully, your obedient servant,

O. O. HOWARD,
Major General, Commissioner.

Hon. J. M. SCHOFIELD,
Secretary of War.

On the foregoing letter were the following indorsements :

WAR DEPARTMENT,
Washington, D. C., November 5, 1868.

Respectfully referred to the Judge Advocate General for his opinion as to the authority of law for the transfer of property as requested within.

By order of the Secretary of War :

G. W. SCHOFIELD,
Brevet Colonel United States Army.

BUREAU OF MILITARY JUSTICE,
November 5, 1868.

Respectfully returned.

If the buildings referred to within were constructed or repaired without any special agreement with the owners of the lands on which they are situated, modifying their common law rights under the circumstances, then they are the property of such owners of the soil on which they stand, and no formal transfer of them to the United States would be proper. A simple abandonment of their possession being all that could be necessary. If, however, in consideration of the fact that such buildings were constructed or repaired at the expense of the United States, the owners of the soil are willing to give such guarantees as to their future use, or the use of the rental thereof, or of the proceeds of their sale, as are mentioned by General Howard, then it is advised that such guarantees be accepted by the United States, and that they be recited in an order to be issued by the department directing the surrender of the buildings to the proprietors of the soil.

J. HOLT,
Judge Advocate General.

Secretary Schofield returned the above letter to General Howard,

with the opinion of the Judge Advocate General indorsed on it, for the action of General Howard, in accordance with that opinion.

In the meantime "flying rumors, wandering fables and reports," had gone abroad to the prejudice of General Howard, and the following letter was written :

WAR DEPARTMENT,

Washington, D. C., December 23, 1868.

SIR: I am directed by the Secretary of War to inform you that the approval of the proposed transfer of school property to associations, having such in charge, was not intended to extend to the building known as Howard College, and that the property is only to be transferred on the payments of a fair valuation, unless otherwise ordered by Congress.

Very respectfully, your obedient servant,

EDMUND SCHRIVER,
Inspector General.

COMMISSIONER OF THE BUREAU OF REFUGEES,
FREEDMEN AND ABANDONED LANDS.

Thus matters stood until the administration of General Grant came into power. General Howard had frequent consultations with Secretary Rawlins in regard to this transfer, and finally the following letter, directing the transfer to be made, was written by the Secretary on the last day, probably, that he occupied the War Office:

WAR DEPARTMENT,

Washington, September 1, 1869.

GENERAL: You are at liberty to treat the buildings erected for school and educational purposes in this District as you have been instructed to do with those erected in other districts under your supervision, conforming your action to the laws and regulations governing your department.

Respectfully, your obedient servant.

JOHN A. RAWLINS,
Secretary of War.

General O. O. HOWARD,
Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands.

All the conditions suggested by the head of the Bureau of Military Justice were exacted from the board of trustees, and the transaction was completed. These documents set forth plainly the law, the facts, and the circumstances of the transfer of moneys and buildings by the Commissioner to Howard University, and in the opinion of the committee such transfers were clearly legal and proper.

One of the first and most prominent objects that meet the eye of the visitor to this capital is the stately and beautiful edifice overlooking the city and the river, reminding him of the new and grand progress of the nation, realizing one of the dreams of Washington, who himself desired to found here a great university. Let it be remembered, too, that in this institution, as in no other in the land it is believed, the Anglo-Saxon, the Celt, the Indian, the Mongolian, the Greek, and the African already sit, side by side, on the same benches. All races and both sexes have here, in the pursuit of knowledge, a fair field and equal favor.

IMPROPER DISPOSAL OF UNIVERSITY LANDS.—CHARGE 2.

The second charge asserts "that portions of the land alleged to have been sold for the benefit of Howard University were disposed of improperly to members of his own family and officers of his staff."

The Smith farm, immediately upon its purchase, was divided into lots and sold, (save what was necessary for the purposes of the university,) by direction of the board of trustees. The following is an extract from the records of the board, dated April 8, 1867:

On motion of E. M. Cushman, esq., General Whittlesey, financial agent, was instructed to select a lot, at discretion, not to exceed one acre in area, from the grounds of Howard

University, the same to be donated to General Howard for the purpose of erecting a private residence thereon.

The Smith farm was beyond the limits of the compact city, and settlement and buildings had not yet reached it. In order to secure purchasers for the lots, and make a beginning of a settlement, the trustees made to General Howard the above offer of an acre of ground on condition that he should erect a dwelling-house upon it for his own occupation. In making this offer, the trustees did only what any wise business man, desirous of bringing real estate in the outskirts of a city into market, would do under similar circumstances. The committee have no doubt that, had General Howard accepted the offer, the remainder of the land would have been enhanced in value by the erection of his dwelling to an extent at least equivalent to the value of the land so donated. But General Howard did not accept, and afterward purchased an acre of land, paying for it \$1,000, a sum slightly in advance of the original cost of the ground, at the same time binding himself to build thereon a house to cost not less than \$10,000. It further appears in evidence that General Howard sold a residence then owned by him in this city and, with the proceeds thereof, did erect a house upon the lot purchased by him from the trustees of Howard University. The committee are unable to find anything improper in this transaction, and are of the opinion that, under the circumstances, quite as much benefit accrued to the university as to General Howard.

No member of General Howard's family, or officer of his staff, obtained any land except at the schedule prices fixed by the board of trustees for all purchasers. General Balloch, disbursing officer of the Bureau, and Mr. Alvord, superintendent of schools, are the only bureau officers who made any purchases; and they paid full schedule prices. The evidence of the agent who sold the lots is clear and explicit that no favors were shown to any member of General Howard's family, to any officer of his staff, or to any other person whomsoever. The committee find, therefore, the second charge entirely destitute of foundation.

CONGREGATIONAL CHURCH BONDS.—CHARGES 3 AND 10.

There is nothing in the evidence to show that "the bonds of the First Congregational church of the City of Washington were taken in payment for a portion" of the land known as "the Smith farm," on which the university buildings are erected, as charged in the third specification. To give a clear and concise statement of the purchase of church bonds, it will also be necessary to consider, in this connection, the tenth specification, as it relates to the same subject.

By virtue of section 13th of act of July 16, 1866, the Commissioner was clothed with almost unlimited authority to co-operate with private benevolent associations for the education of freedmen and refugees, which also involved the discretionary use of funds at his disposal in aid of this object.

The construction of this statute, in the judgment of the committee, as well as that of the Comptroller of the Treasury, to which reference is elsewhere made, justified the Commissioner in aiding the work of education among these people in any manner that to him might seem necessary and proper. Hence the legal right to apply money at his command to this purpose is unquestioned, and he is therefore responsible only for the exercise of a sound discretion in this work.

A charity fund had been transferred by General Howard to General

Balloch, treasurer of Howard University, in accordance with Special Order No. 185, to be invested on interest for the University. This fund was invested by General Balloch, as treasurer of Howard University, in the Congregational church bonds. And it was a good investment. Senator Pomeroy, Mr. Ramsey, and other witnesses, testified as to the worth of the church property upon which General Balloch loaned the money, and the committee find that the security was ample.

These two charges are utterly without foundation.

THE BUILDING-BLOCK COMPANY.—CHARGES 4, 5, AND 6.

There is no denial of the assertion that the university and hospital were built of patent brick, furnished by D. L. Eaton & Company, in the fourth charge misnamed the American Building-Block Company. But there is no proof that General Howard was a stockholder in, or in any way connected with, the company at the time the materials for those buildings were furnished. The evidence shows that the company organized with General Howard as a stockholder. It was a private business transaction at its organization, wholly disconnected with the university or with the administration of the affairs of the Bureau.

The patent brick was brought to the attention of the trustees of the university, and its claims as a building material urged upon them. Although it came to them highly recommended, not only by distinguished scientific men, but by able architects and experienced builders who had used it, they did not adopt it until they had themselves subjected it to severe tests. They finally decided to adopt it, and upon that decision General Howard, to avoid even the appearance of evil, withdrew from the company, disposing of his stock at its precise cost. There is no testimony to warrant the least suspicion that he in any way contributed to the expenses or shared the earnings of the company after the contract for the university was made. In fact, as a business venture the enterprise was, in a pecuniary point of view, a failure.

The specifications required that the university should be built of building block; but the assertion that it should be taken from the brick manufactured by this company is disproved, not only by the testimony of several witnesses, but by the specifications themselves, a copy of which was put in evidence. Nor was any such monopoly in furnishing the material the necessary result of the specifications, as the right of D. L. Eaton & Co. to manufacture the patent brick in the vicinity of Washington did not carry with it the exclusive right to its use in that locality.

That the brick of which the walls of the university building were constructed was not unfit for use is shown by the fact that the building is strong, safe, and durable. The walls of the hospital fell while in process of construction, and were rebuilt. While it is in evidence that the building-block of which it was constructed was not of as good a quality as that of the university, and was put into the wall without being properly dried, still the evidence tends to show that the walls would not have fallen but for being left uncovered and exposed to heavy rains for a period of several days in the winter months, followed by severe freezing. The frost acting upon the saturated walls crowded them apart and caused their fall. But in spite of this accident, the testimony of witnesses who avowed themselves hostile to the patent brick as a building material, that the university cost at least twenty-five thousand dollars less than if built of ordinary pressed brick with stone trimmings,

shows a large saving in the aggregate cost of the buildings on the university grounds.

GOVERNMENT LUMBER USED BY THE BUILDING BLOCK COMPANY.—
CHARGE 7.

No testimony before the committee tends to substantiate, in the remotest degree, the assertion contained in the seventh charge, that General Howard permitted the firm of D. L. Eaton & Co., or any one else, to use lumber belonging to the government. On one occasion, rumors of this character reached him, and he immediately issued positive orders for the seizure and restoration of the property. It afterwards came out in evidence, however, that the only lumber taken was a couple of cart-loads of old lumber from some fallen sheds that were upon the Smith farm at the time of its purchase, the value of the whole being estimated by the witness who saw it taken at \$7 50.

GENERAL HOWARD PAYS RENT FOR BUREAU HEADQUARTERS.—
CHARGE 8.

All the testimony adduced goes to show that General Howard pays rent to Howard University for a headquarters of the Freedmen's Bureau. It shows further, that previous to its removal to the university he paid \$5,000 per annum for indifferent accommodations in the city, while he now pays only \$3,000 per annum to the university for much better quarters. The committee think this allegation, which is termed the eighth charge, is true, and entirely approve the Commissioner's conduct therein.

THREE SALARIES.—CHARGE 9.

This charge is wholly untrue. General Howard receives pay as an army officer according to his rank, but not as Commissioner of the bureau. The president of Howard University has the nominal salary of one dollar per annum, which has never been received by General Howard.

YOUNG MEN'S CHRISTIAN ASSOCIATION—CHARGE 11.

This charge was not sustained. The Commissioner advanced no sum of money whatever from the bureau to the Young Men's Christian Association. Individually he held \$1,500 in bonds or stock, which the trustees of Fisk University, at Nashville, Tennessee, elected to take in lieu of cash, which they did not immediately need. General Howard guaranteed that the stock should be redeemed at par within a year; and within the year he did redeem it at par, and with interest. This is the whole transaction out of which the eleventh charge was manufactured.

There was no attempt at concealment or evasion, and it is not easy to conceive how an ordinary transaction, simple, honorable, and safe to all parties, could be tortured into a grave charge against General Howard.

The testimony of Professor Ogden, of the Fisk University, sets forth the whole matter clearly. In disposing of this and the preceding charge, the committee cannot refrain from observing that the charge against a public officer of grave frauds committed upon the public treasury, not for his own personal gain, but in the interest of a Congregational church and a Young Men's Christian Association, is, as it is believed, quite novel in the history of such investigations.

ST. AUGUSTINE NORMAL SCHOOL.—CHARGE 12.

The twelfth charge is that General Howard "caused or knowingly allowed lands in this city, owned by an officer of the bureau, to be transferred to a freedmen's school in North Carolina, the officer taking the money appropriated for that school and the school the lands in this city, thus perpetrating a fraud both upon the government and the freedmen."

This charge is utterly unfounded so far as it imputes any impropriety to the Commissioner. The land supposed to be referred to (part of square 1,025) was voluntarily purchased, as a promising investment, by the North Carolina Institution, with that part of their fund not desired for immediate use. It has risen largely in value since the investment, and a large increase of the property available for the education of the freedmen has been the result.

BARRY FARM.—CHARGE 13.

The thirteenth charge is one of the gravest character. "That he was interested in the purchase of a farm of about three hundred acres, near the Lunatic Asylum in this county, for which the public funds and other property of the government were used. Buildings were erected thereon, built of lumber belonging to the government, and then let or sold to freedmen at exorbitant prices; and that he and his brother, Charles Howard, were personally interested in this transaction as a private pecuniary speculation."

Not a particle of evidence tending in the least to support this charge has been adduced. On the contrary, the whole transaction reflects the highest credit on General Howard.

A large number of colored persons, shortly after Sherman's march to the sea, crowded into Washington, where they were huddled together in the most destitute condition. Large numbers of them were living in old barracks, on land belonging to private persons, which were about to be torn down that the land might be restored to its owners. These colored people could only hire dwellings at exorbitant rents, and land owners were extremely unwilling to sell them land even if they had possessed the means of payment. Under these circumstances, General Howard, acting in concert with Senator Pomeroy, and under the advice of the present Chief Justice of the United States, conceived the happy idea of making a fund, destined for certain southern schools, do double duty in rescuing these people from suffering and starvation. Accordingly some of the heads of families were called together and the proposition made, which they joyfully accepted, and which was accordingly carried into execution, that the bureau should purchase a farm, divide it into acre lots, furnish at cost lumber enough to build upon each lot a comfortable dwelling, and sell them these dwelling places at a price which should exactly cover the original outlay and interest, allowing each purchaser to pay for his lot in installments of ten dollars a month from his earnings, (a sum not more than he would have had to pay for rent for less comfortable accommodations in the city.) and to receive a deed when the payments were completed. The moneys, when paid in, were divided among three schools in the South. The lumber for these buildings was purchased in Maine at a great saving, (more than \$7,900,) as compared with prices in Washington. By this arrangement, three hundred and fifty-eight families, comprising, probably, nearly three thousand human beings, were rescued from pauperism and suffering, and

established in independent and comfortable homes, without diminishing the amount or impairing the usefulness of the fund in benefiting the institutions of education to which it was finally destined. These dwellings were secured to the freedmen at an average cost of about \$250. Neither General Howard nor any other person, except the freedmen, received the slightest personal or pecuniary benefit from the transaction. The prices were not exorbitant, as asserted in the charge. On the contrary, there was no real cost to the purchaser, and no fraud, either on the government or the freedmen; but a vast benefit accrued to the latter, and credit and glory to the former.

In the judgment of this committee General Howard was fully justified in this expenditure. And, in regard to the legality of the transaction, so careful was he to keep within the authority conferred upon him by law, that in this, as in other cases, he consulted not only the treasury officials, but others whose judgment is entitled to great respect and confidence, before making this application of funds.

Each quiet little cottage on Barry farm is a monument to General Howard's philanthropy more glorious than any marble shaft or sculptured bust. Thank God it is so near the capital of the nation. Perhaps others may profit by and imitate it.

GENERAL EXTRAVAGANCE.—CHARGE 14.

Under this general head it may be proper to advert to two or three matters which consumed considerable time in the investigation. It is in evidence that a certain contract for sand was abandoned, and another substituted, by which the sand was obtained on less favorable terms; also that more sand was drawn than was used in the buildings. But it is also in evidence that the officer who made the contract supposed at the time it would result in a saving to the bureau. This is evidently one of those mistakes that sometimes will occur without the intentional fault of any one. By this mistake some loss was sustained, the testimony being very indefinite as to the amount. But the parties with whom the contracts were made uniformly testify that General O. O. Howard was not responsible for nor connected with the transaction in any way. The person whose oversight occasioned the principal loss was promptly discharged; or, finding that he was to be discharged, resigned.

A witness was called from Kentucky by whom it was proposed to prove that certain attempts had been made in that State to purchase bounty claims from the freedmen at cheap rates, and then obtain full payment upon them from the bureau. The committee voted that the complainant be at liberty to make such proof, if he first showed that General Howard knew or was informed of the facts. No such proof being offered, and a full investigation of the same transaction having been already made by order of the War Department, resulting in the exoneration of persons connected with the bureau, now sought to be convicted, it was not deemed proper to pursue the investigation further.

A witness was also called from Florida, who complained that property had been taken from him and restored to a rebel owner without compliance with the conditions prescribed by law. It did not appear that General Howard personally had anything to do with the matter, and it did not seem to the committee to require further investigation. General Howard was extremely anxious that General Sprague, the assistant commissioner for the department of Florida, should be called

and these matters thoroughly inquired into; but the committee did not choose to protract the investigation.

To refer to every item which the prosecution attempted to prove would prolong this report to a tedious extent. But outside of the matters to which reference has already been made, nothing has been proven which was not utterly insignificant and unworthy of mention. In the immense mass of evidence taken—between 3,500 and 4,000 pages of manuscript—no particle tends, in the judgment of the committee, to show that the Commissioner has ever had a personal object in any official act. On the contrary, the committee deem it remarkable that in a work so vast, so novel in its character, involving an expenditure so immense, and necessitating the employment of so many subordinates, so few instances of abuse of funds, or of losses by unavoidable accident or oversight, are claimed even by its enemies. And in these few instances no evidence whatever is adduced tending to show either complicity or negligence on the part of General Howard. The committee therefore find that the fourteenth charge is utterly without foundation.

THE FREEDMEN'S BUREAU "RING."—CHARGE 15.

The charge that General Howard belonged to a "ring" known as the "Freedmen's Bureau ring," is couched in language of some one more conversant with corrupt political combinations than with philanthropic institutions. It is evidently intended to convey the idea that General Howard, and those who were united with him in the great work of ameliorating the condition of the freedmen, were banded together to use the positions which they held for political purposes or private gain. This very vague and indefinite charge is in no way supported by the testimony. His accuser has not produced a particle of evidence to show that, in the administration of the freedmen's affairs, General Howard has been in any way derelict. The "ring," sneeringly so called, with which he was connected, was a noble band of patriots and philanthropists, of missionary associations, of educational institutions, of learned and eminent divines, of devoted and benevolent men and women, who were willing to leave the comforts of home, and the society of relatives and friends, for the purpose of carrying the lights of education and religious instruction among the newly enfranchised people of the South, regardless of the brutal insults of prejudiced mobs or the heartless sneers of educated rebels.

RECKLESSNESS WITH WHICH THESE CHARGES WERE PREFERRED.

In leaving the consideration of the several charges in detail, the committee deem it their duty to remark upon the recklessness with which they seem to have been preferred. At the outset, Mr. Wood stated that he had no personal knowledge of the subject-matter of the charges, and that if he had any prejudices at all they were in General Howard's favor. As the investigation proceeded, it became quite evident that whoever had supplied Mr. Wood with information had, certainly in regard to some of the charges, been guilty of the most culpable indifference to truth, and had suffered himself to make grave accusations, which were not only without the slightest foundation in fact, but which the least pains would have shown to be false. For instance, charge ninth, that General Howard draws three salaries. If General Howard had drawn his salary as a brigadier general in the United States Army, and another as Commissioner of the Freedmen's Bureau, the fact could easily have been ascer-

tained by inquiry at the Treasury. If he had drawn a salary as head of Howard University, the fact could have been immediately verified by examining the records of that institution. A charge, the truth or falsity of which could so readily have been ascertained from easily accessible sources of information, would never have been preferred by any person who desired rather to adhere to truth than to poison the public mind by reckless and unfounded slanders. So with the charge that General Howard and his brother were interested in the purchase and sale of the Barry farm as a private speculation for their own pecuniary benefit. The transaction took place in the face of day. Its details were well known to men high in office, and high in character. The Chief Justice of the United States was an adviser to it. The prices paid by the freedmen for their homes were known to every one of the three hundred and fifty families for whose benefit the farm was acquired and divided. And so, in fact, with nearly all the charges.

THE COMMITTEE have thought it proper to deal, primarily, with the charges referred to them by the House. But it would be unjust to the gallant officer and faithful public servant who has so honorably passed the severe ordeal to which he has been subjected, daily, during the past three months, to close this report with a simple verdict of acquittal. No approximately correct history of civilization can ever be written which does not throw out in bold relief, as one of the great landmarks of political and social progress, the organization and administration of the Freedmen's Bureau. It is even necessary to a clear understanding of this case to give a brief outline of the Bureau of Refugees, Freedmen and Abandoned Lands, the necessity that called it into existence, the work to be done by it, and the results of that work as compared with emancipation elsewhere. The great labor to be performed, its unremitting and exhausting anxieties, the wide field of operations, the obstacles that interposed and were to be overcome, the breadth of mind and sympathy of heart necessary to the proper accomplishment of the task, are facts which must be considered in forming a just estimate of General Howard's services.

ORIGIN OF THE BUREAU.

The causes that gave existence to this bureau were war and emancipation. The invariable and natural results of war are suffering, want of food, and of employment.

As early as November, 1862, more than thirteen thousand refugees had collected in Washington, Alexandria, Hampton, and Norfolk. On January 1, 1863, Mr. Lincoln's proclamation of emancipation was issued. The vast amount of want and suffering already existing made it necessary for the government to interpose. Nothing short of government aid could reach the great and imperative necessities of the situation. Two and a half millions of landless, houseless, and breadless wards appealed to the government to guard and save them. Thousands of refugees, white and black, flocked to the different military posts occupied by federal troops throughout the South, or came a short distance within our lines. A large proportion of these persons were physically unable to provide for themselves—old and infirm men and women, and very young children. In 1865 one hundred and forty-eight thousand persons were receiving rations from the Commissary Department. Noble men and women, in all parts of the country, had endeavored, individually and by means of aid associations, to relieve this wide-spread suffering.

But their success was, necessarily, limited. It was a work that could only be properly performed by the people of the United States—by the government.

On the 10th of February, 1864, Mr. Eliot, of Massachusetts, reported back from the Committee on Freedmen's Affairs, a bill to establish the bureau; and on the last day of the thirty-eighth Congress, March 3d, 1865, the bill became a law *by two votes*.

This act of March 3d transferred to the bureau all the care of refugees and freedmen; also, the control of abandoned lands, which had previously been in charge of special agents of the Treasury Department.

The total receipts of the bureau, by appropriations and otherwise, may be set down at thirteen million dollars; or, more accurately, twelve million nine hundred and sixty-five thousand three hundred and ninety-five dollars and forty cents.

The territory embraced by the operations of the bureau comprised the States of Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas, Arkansas, Tennessee, Kentucky, Missouri, Kansas, Delaware, Maryland, West Virginia, and the District of Columbia. The colossal proportions of the work of the bureau will be seen at a glance. Its operations extended over 300,000 square miles of territory devastated by the greatest war of modern times, more than four millions of its people sunk in the lowest depths of ignorance by two centuries of slavery, and suddenly set free amid the fierce animosities of war—free, but poor, helpless, and starving.

Here, truly, was a most appalling condition of things. Not only the destiny of the liberated race was in the balance, but the life of the nation itself depended upon the correct solution of this intricate problem. It was a great practical question that had to be met.

The letter of Mr. Whiting, Solicitor of the War Department, setting forth the details of the scheme, has been cited in another connection. His plan was substantially adopted by Congress, save in regard to the suggestion that the head of the work ought to hold a Cabinet position, to which the dignity and magnitude of his duty certainly entitled him. Then arose the practical question—who among the tried, wise, and humane men of the nation should be trusted with the execution of this work? As has been heretofore stated, Major General Oliver O. Howard was appointed Commissioner of the Freedmen's Bureau in 1865. The duties assigned him were novel and perplexing. He had no landmarks to guide him. The experiences of France and England were even discouraging.

FRENCH EMANCIPATION IN THE ANTILLES.

The French government, in a fit of enthusiasm over liberty, declared emancipation in all her colonial dependencies. This occurred in 1794. It brought only confusion and collision in the different islands. To proclaim liberty was one thing; but to maintain it under proper restraints of law, and to allow emancipation to bring forth its legitimate fruits, was another and quite a different problem, and one which the wisdom of France could not solve. True, 250,000 slaves had been freed; but war, insurrections, jealousies, and race-hatreds arose and bore their natural fruits. Emancipation seemed to be only a consuming curse to these islands, and France, wearied out by the heart-sickening condition of her colonies, in the year 1802, the year of the peace of Amiens and of the consulate, solemnly decreed re-enslavement.

BRITISH EMANCIPATION.

In abolishing slavery, the English government found itself beset with difficulties which it attempted to overcome by adopting a system of semi-slavery or apprenticeship. It is generally understood that this was the scheme of Lord Brougham. Wilberforce, Clarkson, and others, had given sixteen years of thought and effort to the abolition of the slave trade, and now that emancipation itself was a fixed fact, the combined wisdom of English statesmen, Pitt, Fox, Burke, and others, agreed upon apprenticeship; it exploded, however, before the prescribed term of years which it was to run had expired. In other words, the entire scheme was a failure.

Such were the lights General Howard had before him for his guidance.

The emancipation problem in Russia was, in many important respects, different from ours, and he could get no hints from that quarter to serve him. The failures of the past were before him, and, as he thought, the causes of them. He could get but little consolation from those sources, so he addressed himself boldly to the work before him from a new standpoint. The impulses of freedom and progress were controlling the national mind; and, trusting to these impulses, he went to work on the principle that only "ideas save races." If the negroes were to be saved, and were to benefit civilization, it was to be only by making them self-relying and responsible citizens. His first attempts, therefore, were to prevent pauperism, to make the freedmen and their families understand that charity should be considered odious by them, that they should work to support themselves and families, and that they should be educated.

The bureau, at the close of the war, was the representative at the south of the best ideas of the country, promoting peace and ordaining justice. What it accomplished in this respect exceeded the expectations of its most sanguine advocates.

Let it be forever remembered, to the credit of the colored race, and of the inspiration that prompted General Howard's plans, that not one insurrection, not one murder, has occurred, on the part of the negroes, in revenge for two centuries of slavery. Yet the two races have lived side by side, in the same neighborhoods, looking in each other's eyes, while this wonderful transformation has been going on. What a different spectacle presents itself on the blood-drenched sands of the Antilles under French rule. Ours was the substitution of moral for brute force.

It may be well to state, in this connection, that it was in a freedmen's court that colored persons were first admitted to testify in any of the late slave States. To day all the courts are open to them, and a colored senator sits at the other end of the capital and assists in making laws for those courts.

Not less potent has been the influence of the bureau on the labor question. At the close of the war famine looked the South in the face. There was a cry for bread throughout the southern country. It was sneeringly said by the enemies of emancipation that the negro would not labor. Satisfied by the bureau that contracts would be enforced, that justice would be administered, with words of encouragement whispered in his ear, the negro went to work. The battle-plowed, trampled fields of the South yielded a wealth of production that seemed not the result of human labor, but as if "earth had again grown quick with God's creating breath." The crops at the South have been larger, proportionally, since the war than at any previous time.

An article by Sidney Andrews, in the February number of the "Old and New," makes the following concise and truthful statement of the workings of the bureau:

Of the thousand things that the bureau has done no balance sheet can ever be made. How it helped the ministries of the church, saved the blacks from robbery and persecution, enforced respect for the negro's rights, instructed all the people in the meaning of the law, threw itself against the strongholds of intemperance, settled neighborhood quarrels, brought about amicable relations between employer and employed, comforted the sorrowful, raised up the downhearted, corrected bad habits among whites and blacks, restored order, sustained contracts for work, compelled attention to the statute books, collected claims, furthered local educational movements, gave sanctity to the marriage relation, dignified labor, strengthened men and women in good resolutions, rooted out old prejudices, ennobled the home, assisted the freedmen to become land-owners, brought offenders to justice, broke up bands of outlaws, overturned the class-rule of ignorance, led bitter hearts into brighter ways, shamed strong hearts into charity and forgiveness, promulgated the new doctrine of equal rights, destroyed the seeds of mistrust and antagonism, cheered the despondent, set idlers at work, aided in the reorganization of society, carried the light of the North into dark places of the South, steadied the negro in his struggle with novel ideas, inculcated kindly feeling, checked the passion of whites and blacks, opened the blind eyes of judges and jurors, taught the gospel of forbearance, encouraged human sympathy, distributed the generous charities of the benevolent, upheld loyalty, assisted in creating a sentiment of nationality—how it did all this and a hundred-fold more, who shall ever tell? what pen shall ever record?

These are warm and generous words. They are eloquent. But the facts they state are still more eloquent.

Still it is asked,

HAS THE BUREAU BEEN A SUCCESS?

Success! The world can point to nothing like it in all the history of emancipation. No thirteen millions of dollars were ever more wisely spent; yet, from the beginning this scheme has encountered the bitterest opposition and the most unrelenting hate. Scoffed at like a thing of shame, often struck and sorely wounded, sometimes in the house of its friends, apologized for rather than defended; yet, with God on its side, the Freedmen's Bureau has triumphed; civilization has received a new impulse, and the friends of humanity may well rejoice. The bureau work is being rapidly brought to a close, and its accomplishments will enter into history, while the unfounded accusations brought against it will be forgotten. There is a day and hour when slander lives not. When the passions of men subside, and when the dust of time has well fallen, then comes the hour of calmer judgment. Many-tongued scandal has the briefest of existence:

A wandering night-moth,
Allured by taper gleaming bright.
Now busy, now all darkling,
She snaps and fades to empty air.

Evil is quickly forgotten; truth alone is abiding.

In conclusion, the committee find on the whole case, that the charges are utterly groundless and causeless; that the Commissioner has been a devoted, honest, and able public servant. The committee find that his great trust has been performed wisely, disinterestedly, economically, and most successfully. If there be anything in the conduct of the affairs of the bureau which could excite a suspicion, even in the breast of partisan or personal hate, it is owing to the fact that General Howard, conscious of his own purity, intent on his great work, has never stopped to think of the appearances which men of less conscious integrity much more carefully regard.

Who is the inventor or instigator of these charges it is not the purpose of the committee to inquire. Mr. Wood, as has already been stated, disclaims all personal responsibility for them. The evidence which he adduced was not evidence tending to establish the accusation,

but was, nearly all of it, merely experimental—an inquiry by the person calling the witness into the details of transactions of which he seemed to have neither accurate knowledge or information. While the examination was going on, with closed doors, under a pledge of secrecy imposed on the committee, counsel, and parties, incorrect statements, purporting to be reports of the testimony, were spread extensively through the country, most injurious to General Howard, and utterly without support in the evidence. It is not in the power of the committee or the House to repair this injustice, or to compensate this faithful public officer for the indignity, anxiety, and expense which his defense has entailed upon him. All that is in our power is to recommend to the House the passage of the following resolution, as expressing our opinion of the whole case, and an act of justice to a faithful and distinguished public servant:

Resolved, That the policy pursued by the United States toward four and a half millions of its people suddenly enfranchised by the events of a great civil war, in seeking to provide for them education, to render them independent and self-supporting, and in extending to them civil and political equality, is a source of just national pride; and that the House hereby acquits Major General Oliver O. Howard of the groundless and causeless charges lately preferred against him, and does hereby declare and record its judgment, that in successfully organizing and administering with fidelity, integrity, and ability the Freedmen's Bureau, which has contributed so much to the accomplishment of the first two of these great ends, he is deserving of the gratitude of the American people.

SAMUEL M. ARNELL.
JOHN BEATTY.
GEORGE F. HOAR.
WASHINGTON TOWNSEND.
CHARLES M. HAMILTON.
SAMUEL S. BURDETT.
JAMES N. TYNER.
LEGRAND W. PERCE.

APPENDIX.

Extracts from the official report on public education in the United States to the minister of public instruction of France, by M. Hippiau.

ÉCOLES POUR LES ENFANS DE COULEUR, (COLORED SCHOOLS.)

Nothing, in my opinion, reflects more honor on the United States than the zeal which the government and private associations displayed during the most terrible periods of the great war of secession to assure to the negroes of the South the means of existence and to create schools for them and their children.

The extraordinary events which resulted so unexpectedly in the emancipation of the slaves of the South, and which have subsequently led to the acquisition by them of the title and civil and political rights of citizens, caused also the creation in every State of a freedman's bureau, and these bureaus, organized with that promptitude and marvelous spirit which characterize all enterprises in which a great national interest is taken, immediately began to organize all over the South schools for people of color. Before the attention of Congress was called to this point a great number of private associations had been formed in the different States for aiding the freedmen. Multitudes of men, women, and children, flying from slavery, followed in the wake of the northern armies, imploring aid from the soldiers and offering their services.

It was the women who responded with the most alacrity to the call made for teachers of schools founded for colored children in all the cities in which the victorious army of the North had replanted the flag of the Union.

It would be impossible to convey an idea of the energy and friendly rivalry displayed by the women of America in this truly Christian work. In the year of 1862 public meetings were held in New York, Boston, and Philadelphia, and soon were formed, under the double influence of humanity and religion, the "Association for the Aid of Freedmen," and the "Missionary Association" in New York; the "Committee of Education" in Boston; the "Societies of Education" of Philadelphia, Cincinnati, and Chicago. Special periodicals were established to publish the results achieved by each of these societies, to announce the voluntary donations collected by the committees, and to publish the letters and reports from all the different places wherein the protectors of the blacks were exercising their beneficent functions. In one year 1,500 schools for colored pupils were opened. No sooner had the northern army captured a new city than a host of devoted teachers, of both sexes, also entered it. In incorporating negroes into the northern armies the Union generals formed regimental schools for them.

Sherman in Georgia, Banks in Louisiana, and Howard in Tennessee, evinced, in forwarding this great work of humanity, no less interest and energy than in the prosecution of the war.

And it should be here stated, to the honor of a race so long disinherited, so long condemned to degradation, to brutality, to ignorance, (a law of the South punishing with death any one convicted of teaching a slave to read or write,) that no spectacle could be more touching than that offered by these helpless, unfortunate men, old and young, women and children, as eager to rush to the schools established for the regeneration of their minds and souls as to the places where they were provided with food and shelter. Never did a famished man pounce more eagerly upon food placed before him than did these poor fugitives upon the bread of knowledge, a sublime instinct causing them to regard education as the first condition of their regeneration.

The beneficent Peabody consecrated five millions to the schools of the South. A single association, the American Missionary Association, received more than 45,000 francs per month; but this sum was insufficient to alleviate to a great extent the vast amount of physical and moral suffering which existed. Congress gave forty-five millions of francs to the Freedmen's Bureau, the presidency of which was confided by Lincoln to General Howard, who had lost an arm in one of the latter battles of the war. What this bureau has accomplished since the day of his installation is incredible. The unfortunates out of whom men and citizens were to be made required all kinds of assistance. They not only needed schools, but hospitals; and these latter were established for them. From 1861 to 1865, nearly four hundred thousand freedmen had filled the forty-eight hospitals created for them, and in which twenty thousand souls succumbed to misery, fatigue, and wounds received in fighting for the cause which assured to their race liberty and independence.

Such was the devotion of the men and women occupied in the education of children, that the number of schools increased so rapidly (there were four thousand at the commencement of 1868) that more teachers were required than the North and West could supply. The generals and superintendents of the Freedmen's Bureau partially supplied this want by creating normal schools for the blacks, and by confiding to them as soon as they acquired the rudiments of reading, writing, and arithmetic, the responsibility of communicating their knowledge to others. Admirable pupils, they became excellent professors. They themselves were then able to found schools. God knows at the price of what sacrifices and what privations. In 1868, they supported at their own cost twelve hundred schools, and owned three hundred and ninety-one school buildings.

One fact alone goes to show the importance attached by them to education. In 1863, Louisiana had schools enough, supported by taxation, to furnish instruction to 50,000 freed persons. Pressing needs having caused the abolishment of the tax, they were at first disheartened, but they soon regained their courage. They held meetings. Already they were paying, like the whites, a tax levied for public instruction, but which was employed entirely to sustain schools for the whites, and from which the blacks were excluded. Notwithstanding this injustice, they demanded to be authorized to furnish a special contribution for the education of their children, and, at the same time, were willing to pay the general school tax, and maintain their own schools themselves. In a few years the emancipated race had already elevated itself to the level of the civilizing race.

Surely the American people are entitled to admiration and thanks for the generous ardor with which they have lavished their gold and employed their noble and powerful initiative in giving to their new brethren all the advantages which accrue from education.

I was fortunate enough to be able to collect evidence which corroborates the statements just made, and, on arriving in Washington, after a visit to Mr. Henry Barnard, the Commissioner of Education, and his zealous secretary, Mr. Angerer, I hastened to pay a visit to the illustrious organizer of the Freedmen's Bureau, General Howard, and his worthy collaborer, Mr. Eliot. It was in Washington that the first schools for the children of freedmen were established. The schools are of all grades, and the general is even constructing large, beautiful edifices for a college and a university. I was full of the memories of the most flourishing schools in the East, and I was well qualified to judge for myself of the differences in intellectual aptitudes of the two races. I must say that I have been unable

to discover any. All the teachers, both male and female, that I have consulted on that point are of the same opinion.

My opinion of the intellectual aptitudes of colored children is shared by men of good faith who have, like me, visited the schools of the South. An English traveler, Dr. Zincke, in an account of his travels in America, says: "I must confess my astonishment at the intellectual acuteness displayed by a class of colored pupils. They had acquired, in a short space of time, an amount of knowledge truly remarkable; never in any school in England, and I have visited many, have I found the pupils able to comprehend so readily the sense of their lessons; never have I heard pupils ask questions which showed a clearer comprehension of the subjects they were studying."

What I saw at Oberlin confirmed entirely the opinions I had formed by my visits to the schools of the South. This remarkable institution is educating a large number of colored students. I found fourteen young colored girls in the most advanced class, and they appeared in no way inferior to their white companions. In 1863 the degree of A. B. was conferred upon fifteen young men and ten young women. The principal of the institution, in an address to the students, stated that in literary taste and philological ability these colored pupils were unexcelled by any of their white fellow graduates. The opinion of the professors at Oberlin is that there is no difference in intelligence manifested by the two races. In a Greek class of twenty-seven pupils of both races, instructed by a young lady of twenty-five years, daughter of one of the professors of the college, a young colored girl translated, with exactitude, a chapter of the first book of Thucydides. The negro race constitutes nearly a fifth part of the population of Oberlin, and one of the professors assured me that the most peaceable, well-behaved, and studious citizens of that place belonged to the colored race. They are associated with the whites in all business and social relations, and no animosity is exhibited by either. The white man there is no more disturbed at sitting beside a colored man in the municipal council or on the committee of education than in an omnibus or at a restaurant table. This fair treatment of the blacks, however, is by no means universal; but every day weakens the repugnance which has hitherto constituted an insuperable barrier between the two races.

VIEWS OF THE MINORITY.

Mr. McNEELY, from the Committee on Education and Labor, made the following report :

The minority of the Committee on Education and Labor, to which was referred, for investigation, the charges preferred by the Hon. Fernando Wood, a member of the House of Representatives, against the official conduct of General O. O. Howard, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, beg leave to present to the House the reasons why they cannot agree with the majority of that committee in their conclusions, and to present the following report :

In the consideration of this case, we have been influenced by an earnest desire to do exact justice. We have had no prejudices nor interests to subserve, but have sought only to eliminate the truth, and to ascertain how far the charges preferred by Mr. Wood could be sustained by legal proof, so that the interests of the government, as well as the class of persons whom the Freedmen's Bureau was originally designed to protect, should be alike secured.

The Bureau of Refugees, Freedmen and Abandoned Lands was originally organized under a law of Congress approved March 3, 1865. O. O. Howard, major general, was ordered to duty as Commissioner, May 10, 1865, by the President, with full power, under the law, to administer the duties devolving upon that office by this law. This act turned over to the bureau all the abandoned and confiscated lands in the Southern States, which had been in rebellion, and the moneys and property in any way derived from that source. Thus large sums of money and valuable property came into possession of the bureau. By proclamation of the President, issued June 2, 1865, it was "ordered that all military and other officers of the United States should turn over to this bureau, and its agents, all property, funds, lands, and records in any way connected with freedmen and refugees."

The act approved June 19, 1865, required all disbursing officers of the United States, having any public money intrusted to them, to deposit the same with the Treasurer, or some one of the assistant treasurers of the United States.

By the army appropriation bill, approved July 13, 1866, the following sums were appropriated for the support of the bureau, viz:

For salaries of assistant and sub-assistant commissioners, one hundred and forty-seven thousand five hundred dollars.

For salaries of clerks, eighty-two thousand eight hundred dollars.

For stationery and printing, sixty-three thousand dollars.

For quarters and fuel, fifteen thousand nine hundred dollars.

For clothing for distribution, one million one hundred and seventy thousand dollars.

For commissary stores, three million one hundred and six thousand two hundred and fifty dollars.

For medical department, five hundred thousand dollars.

For transportation, one million three hundred and twenty thousand dollars.

For school superintendents, twenty-one thousand dollars.

For repairs and rent of school-houses and asylums, five hundred thousand dollars.

For telegraphing, eighteen thousand dollars.

By the act of July 16, 1866, the act of March 3, 1865, was amended so as to further extend the powers of the Freedmen's Bureau.

By the act making appropriations for the support of the army, approved March 2, 1867, the following sums were appropriated for this bureau:

For salaries of assistant commissioners, sub-assistant commissioners, and agents, one hundred and forty-seven thousand five hundred dollars.

For salaries of clerks, eighty-two thousand eight hundred dollars.

For stationery and printing, sixty-three thousand dollars.

For quarters and fuel, two hundred thousand dollars.

For commissary stores, one million five hundred thousand dollars.

For medical department, five hundred thousand dollars.

For transportation, eight hundred thousand dollars.

For school superintendents, twenty-five thousand dollars.

For buildings for schools and asylums, including construction, rental, and repairs, five hundred thousand dollars.

For telegraphing and postage, eighteen thousand dollars. "*Provided*, That the Commissioner be hereby authorized to apply any balance on hand at this date, of the refugees and freedmen's fund, accounted for in his last annual report, to aid educational institutions actually incorporated for loyal refugees and freedmen: *And provided further*, That no agent or clerk, not heretofore authorized by law, shall receive a monthly allowance exceeding the sum of two hundred dollars."

March 2, 1867, an act was approved entitled "An act to regulate an irregular fund in the custody of the Freedmen's Bureau." This law gave to the Commissioner the custody of the retained bounty fund belonging to the colored soldiers, but required it to be converted into bonds of the United States.

By joint resolution approved March 29, 1867, the Commissioner was authorized to receive and disburse all moneys due to colored soldiers belonging to the Southern States, and "to be held responsible for safe custody and faithful disbursement of the same."

July 6, 1868, an act was approved to continue in force the Freedmen's Bureau in those States which had not been restored to the Union, and to apply unexpended balances in the hands of the Commissioner to educational purposes, subject to the existing laws applicable thereto. By a joint resolution passed July 25, 1868, it was provided that the bureau should be discontinued on the 1st of January, 1869, but that its educational department, and the moneys held by the Commissioner due to colored soldiers, sailors, and marines, should continue in his hands until otherwise ordered.

The above constitutes a summary of the laws and official acts of the President relating to the creation and administration of this bureau. We have thought it advisable to incorporate this reference to them into this report, so as to afford an idea of the nature and extent of the authority conferred upon General Howard.

The charges preferred by Mr. Wood comprise fifteen specifications. Testimony was introduced to maintain each of them *in seriatim*.

The record of the testimony consists of about 3,000 pages of written matter, to which we refer the House for proof of each statement we make

in this minority report. At the close of the testimony, General Howard submitted his written statement in answer to the various charges, but not under oath.

Before proceeding to a review of the evidence, and a statement of our views, we cannot withhold an expression of regret that the majority of the committee should have prevented, in various ways, a fair and full investigation of the subject-matter referred to it. In the judgment of the undersigned, questions were objected to by the majority which were proper, and should have been answered; and a time was arbitrarily fixed for the closing of the evidence in support of the charges, which the majority of the committee would not extend; and when the undersigned, as members of the committee, asked that certain important witnesses be subpoenaed, to establish important facts, stated to be within their knowledge, the request was denied and the witnesses were not subpoenaed, though they could have been produced and their evidence taken before the investigation was closed, and without delaying the report of the case to the House.

It was the opinion of the minority that the committee had a right to examine General Howard's bank account; that is to say, to interrogate the book-keeper and cashier of the Freedmen's Savings Bank, as to the private deposit account of General Howard in that bank, and to ascertain the amount loaned him on government securities by that bank; but, although the bank books were before the committee, in the hands of the bank officers, the majority refused to allow any investigation into these accounts, nor would General Howard, who was present, consent to such examination, though it was asserted that such investigation would show that large sums of public funds had been transferred to that private account. The officers of the bank testified that Howard had borrowed large sums from the bank on United States bonds, such as he held as Commissioner of the bureau, but the majority refused to permit further examination for the purpose of showing that these bonds belonged to the retained bounty fund, unless Mr. Wood would first state the number and description of the bonds, a thing impossible unless the account itself was examined.

The questions, "How much money has General Howard deposited in your bank on his individual account since he was appointed Commissioner of the Freedmen's Bureau?" and "How much money has he borrowed of your bank on United States bonds as collateral security?" were eminently proper and should have been answered, especially as General Howard was poor when he took charge of the Bureau in 1865, and in his letter to Mr. Wood claims to be poor now, although he lives in a house which he says cost him \$20,000, exclusive of the land. We can well surmise the reason why the majority refused to permit such questions to be answered, and why General Howard would not consent to their answer. His statement is silent on these and similar points. There are many other instances of a refusal to extend the examination to a proper limit, but those already cited will serve as examples. The House and the country are entitled to a searching, patient, and rigorous investigation, but it has been denied. In spite of all obstructions, however, sufficient testimony has been taken to substantially prove the charges made by Mr. Wood, with slight exception. It will be impossible to crowd into the proper limits of a report a synopsis of all points proved, or to comment upon them at any length; we, therefore, confine our observations to a brief statement of the proof offered to establish each charge, and refer those who hesitate to believe the startling allegations we make to the evidence itself.

CHARGE FIRST.

That he (General O. O. Howard) has taken from the appropriations made for, and the receipts of, that bureau, more than \$500,000, improperly, and without any authority of law, for the Howard University, hospital, and lands.

The evidence adduced in support of this charge was voluminous, and occupied the time of the committee for weeks. We present the substance of the testimony received. The facts elicited are as follows: Early in 1867, a few gentlemen connected with the First Congregationalist Church Society of Washington City determined to establish a school for the higher branches of education in that city, to be established and supported by private contributions in the Northern States. General Howard was invited to attend these preliminary meetings, which he did, and proposed to furnish the funds for an institution to be called the Howard University, from the moneys at his command, as Commissioner of the Freedmen's Bureau. This proposition was accepted, and his name was given to it, and it was destined to carry out the project. The first step toward the execution of this scheme on the part of Howard was to have General George W. Balloch, his disbursing officer, transfer a piece of land lying on Seventh street, Washington City, to the so-called trustees of this university. This land, consisting of three acres, had been bought by General Howard of John A. Smith, for \$12,000, and paid for out of the retained bounty fund, in direct violation of law. This deed is dated December 2, 1866, recorded January 3, 1867. (Liber R. M. H., No. 28, folio 44, of Land Records, Washington City.)

The next step was the purchase of one hundred and fifty acres, also bought of John A. Smith, for \$147,500. The deed for this purchase is dated May 25, 1867, and recorded May 29, 1867. (Liber E. C. E., No. 5, folio 437, Land Records, Washington.) Another purchase of land for the university was made by General Howard, and also paid for out of the bureau funds, as late as the present year. This was bought of J. A. Bohrer and A. Thomas Bradley, trustees of the estate of Charles Miller, and is land joining the university grounds, for which \$60,000 was paid. This was conveyed by deed dated March 16, 1870, a few days before this investigation began. A suspicious part of this transaction is the fact that as late as the 15th of June, 1870, the deed had not been recorded. The presumption is that the committee having called for certified copies of all papers of record in which Howard and the Howard University appeared as parties, that this deed was withheld, so that it could not be brought in as evidence, and the evidence of the fact be thus suppressed. The transaction, however, coming to the knowledge of Mr. Wood, he demanded and procured its production. This land was conveyed to John A. Cole, the treasurer of the Howard University, as treasurer of the educational fund of that institution.

Howard University is a private corporation, established by an act of Congress passed March 2, 1867, which, according to its title, was created "for the education of youth in the liberal arts and sciences, under the name and style of the Howard University."

The act further provided that the university may hold property, and contained the usual clauses of all private acts of incorporations passed by Congress for the District of Columbia. There are no provisions of the act requiring the university to educate freedmen and refugees, the only class of persons designated being "youth," as is stated in the charter, which declares it to be incorporated "for the education of youth in the liberal arts," &c. After the purchase of the land General How-

ard, in his official capacity, proceeded to the erection of buildings, making contracts, signed by himself as Commissioner of the bureau, employing the architect, designating the materials of which the buildings should be constructed, and paying for the same altogether out of the moneys subject to his direction as Commissioner of the Freedmen's Bureau by drafts drawn by himself upon the Treasurer of the United States. This use of the public moneys for the purposes of the purchase of the land and erection of the buildings for Howard University is sought to be justified under the proviso in the army appropriation bill approved March 2, 1867, before referred to.

There is no other provision of law except that which authorizes aid to incorporated institutions. The act of July 16, 1866, creates a school fund, but of an entirely different character, and for other purposes. The purpose of that fund is declared in the act itself, in these words: "For repairs and rent of school-houses and asylums," which would not permit an expenditure from such fund, either for the purchase of land or the construction of school buildings. The act of March 2, 1867, gives authority "to aid educational institutions, actually incorporated, for loyal refugees and freedmen." It was intended that the institutions referred to in this act should have an actual existence at that time, and be in actual operation, and be incorporated for the education of "loyal refugees and freedmen."

Howard University had no existence as such at that time, nor was it an incorporated institution *before* the passage of the bill containing this proviso. But aside from this intended limitation to the Commissioner to disburse the public money only to aid such educational institutions, it confines him to those incorporated to educate "loyal refugees and freedmen." The Howard University was not, according to the act creating it, an incorporation of that character, nor created for those classes. It was created "for the education of youth," without any distinction whatever, and it is in evidence that other classes of persons than colored, and who were not "refugees," are there as students, and are deriving as much advantage from it as "refugees and freedmen." It cannot be held to be of that class of institutions which the act contemplated as being entitled to the benefit of this fund. It was not incorporated, according to the act of incorporation, for the purpose and objects stated in the law. But admitting it possible to evade this fatal objection to the diversion by General Howard of the public money to the erection of Howard University, he was limited by the law to the particular fund from which he could aid any such incorporations. He could apply to such purposes only "the balance on hand *at that date* (March 2, 1867) of the refugees and freedmen's fund, accounted for in his last annual report." That particular fund he was authorized to use for this object, and none other. He had various "funds" at his command, as follows:

The refugees and freedmen's fund, derived from the sale of abandoned property, &c.

The destitute relief fund, appropriated by Congress for the relief of destitute persons of color, in the District of Columbia.

The retained bounty fund, derived from State bounties belonging to colored soldiers.

The school fund, received by the sale of buildings, &c., which had been the property of the Confederate States.

The appropriation fund, derived by direct appropriation of Congress, and the pay, bounty, and prize money fund, comprising such funds as were set aside by law to pay colored soldiers, sailors, and marines, on that account.

Congress designated a particular fund from which he could aid incorporated institutions, and confined the amount he could expend to these purposes, viz., to the balance on hand of that fund, on the 2d of March, 1867.

By the report of the Commissioner transmitted to Congress, and dated November 1, 1867, page 36, he states the amount of the refugees and freedmen's fund, to have been, on the first day of September, 1867, \$97,253 35. In his annual report of October, 1868, he states the amount received by him since his previous report of November 1, 1867, to have been \$19,947 47, making a total sum of \$117,200 82, from which he states he had expended for various purposes, (the Howard University not being referred to as one of them,) \$101,635 08, leaving a balance to the credit of the refugees and freedmen's fund on the 24th of October, 1868, of \$15,565 74. (See page 7, report of that date.)

General George W. Balloch, the disbursing officer of the bureau, who had the control of all the accounts, did not sustain this statement. He presented a statement that there was a balance on hand, to the credit of this fund, on March 2, 1867, of \$247,201 25.

Assuming this latter-named sum to have been the true amount, we have, in this, the extent to which General Howard could go in the aid of incorporated institutions, for the education of freedmen, &c. He could expend that amount, and no more. Now, let us see for what objects this fund was expended. It was proven that the following-named incorporated institutions, entitled to a part of it, received the sums opposite to their names, since March 2, 1867 :

Moneys disbursed from the Refugees and Freedmen's Fund, to incorporated institutions, from March 2, 1867, to May 1, 1870 :

Lincoln University, Oxford, Pennsylvania.....	\$15,609 46
Berea College, Berea, Kentucky.....	19,000 00
St. Augustine Normal School, North Carolina.....	6,000 00
St. Augustine Normal School, North Carolina.....	8,461 75
St. Augustine Normal School, North Carolina.....	16,000 00
East Tennessee Washington College.....	3,000 00
Fisk University, Nashville, Tennessee.....	10,254 00
Storer College, Harper's Ferry.....	11,500 00
Atlanta University, Georgia.....	37,750 00
Marysville College, Tennessee.....	13,000 00
Mountain Educational Institute.....	3,000 00
Florida Institute, Florida ..	6,000 00
St. Martin's School, Washington.....	3,000 00
National Theological Institute.....	10,000 00
Richmond Educational Association, Virginia.....	16,000 00
Jeffersonville Institute, Indiana.....	250 00
Lincoln Institute, Missouri.....	5,000 00
Biddle College, North Carolina.....	10,000 00
Straight University, Louisiana.....	18,927 00
Central Tennessee College, Tennessee.....	10,000 00
Wilberforce University, Ohio.....	3,000 00
Oberlin College, Ohio.....	5,000 00
Total.....	<u>230,752 21</u>

Besides these amounts, given by General Howard to the institutes named, it is in evidence, by the testimony of George Whipple, the cor-

responding secretary of the New York American Missionary Association, that that institution, incorporated by the legislature of the State of New York, April 19, 1862, "for the purpose of conducting missionary and educational operations, and diffusing a knowledge of the Holy Scriptures, in the United States and other countries," actually received, in cash, from the Freedmen's Bureau, by direction of General Howard, the enormous sum of \$243,753 22, between December, 1866, and May, 1870. Of this sum, \$9,858 was paid before March 2, 1867—which, being deducted, will leave \$233,903 22 as the amount drawn from this fund on this account—after the passage of the law authorizing expenditures to incorporated institutions.

Mr. Whipple presented a detailed statement to this effect, showing the exact sums, and dates at which they were received. It does not appear, however, from what particular fund these moneys were paid, and, though it is quite certain that he has no authority justifying any disbursements at all to missionary institutions, it is probable that it was taken indiscriminately from all of the funds at his disposal. If, however, it is properly chargeable at all, it is to the refugees and freedmen's fund, the only one from which moneys in aid of incorporated institutions could be drawn; then the draft upon that fund would stand as follows:

Amount above stated	\$230,752 21
American Missionary Association	233,903 22
Total	464,655 43

It will be observed that no sum for the Howard University is included in this account. The following is the amount disbursed for that purpose:

Cash paid John A. Smith for land, 3 acres	\$12,000 00
The subsequent purchase of Smith, 150 acres	147,500 00
Subsequent purchase of J. A. Bohrer and H. T. Bradley ..	60,000 00
John W. Rumsey, contractor	59,218 67
Thomas Harvey, builder	38,314 37
Cost of dormitory	63,367 53
D. L. Eaton & Co., Building Block Company	27,766 26
Searle, architect	9,550 99
Plumbing, gas-works, &c.	10,454 85
Furniture	5,000 00
Arranging grounds, grading, &c.	8,655 28
Labor and work	5,228 00
Contract for hospital	48,000 00
Subsequent repairs for damages, in consequence of falling of buildings	23,000 00
Total	528,955 95

The above sums were paid by General George W. Balloch, disbursing officer of the Freedmen's Bureau, upon requisition approved by General Howard upon the Treasurer of the United States.

The refugees and freedmen's fund was the only source from which those sums could have been properly drawn, even upon General Howard's own construction of the law. It is shown by the above that there could have been nothing remaining of this fund at the time most of these moneys were disbursed. Add this Howard University expendi-

tures to the amounts expended for other incorporated institutions, and the result would stand thus:

For other incorporated institutes.....	\$464, 655 43
For Howard University.....	528, 955 95
Total.....	<u>993, 611 38</u>

But this does not constitute the entire amount; the wrongful transfer of government funds and property to Howard University does not stop here. A piece of property, known as square 640, in this city, near this Capitol, over a mile from the university, was bought at a cost of \$2,500. General Howard then, out of bureau funds, and with government lumber, built upon this square ten houses, each costing \$1,300, and gave these buildings and property to Howard University. About the same time, to wit, February, 1868, General Howard, out of bureau funds, and with government lumber, bought two or three pieces of land in this city, known as squares 1054 and 1055, at a cost of \$25,000; and upon these squares he erected, out of government money, seventy-six houses, each at a cost of \$1,300—making the expenditures on these two squares and houses amount to the sum of \$123,800. This property General Howard has turned over, as a gift from the United States, to three institutions—Howard University, the St. Augustine Normal School, at Raleigh, North Carolina, and a school at Richmond, Virginia. These three institutions now hold, own, and rent this property, by means of three trustees appointed by General Howard for that purpose, consisting of General Howard himself, Senator Pomeroy, and John R. Elvans. The houses thus erected upon these three squares are now occupied by two hundred and fifty-eight negro families, as tenants, at nominal rent. It must be remembered that the cost of these squares and buildings, amounting to \$139,300, is not included in the \$528,000 proven to have been given to Howard University. General Howard makes no mention or explanation of these expenditures in his answer to either of the various charges. They cannot be justified or excused by any law, or even by any pretended authority.

It is proper to observe, in this connection, that the students of the Howard University number about three hundred, mostly negroes. The course of study prescribed for them is that prescribed by our leading colleges and universities. A medical and law department is attached to the institution. These students are furnished with uniforms paid for out of government funds, transferred to the university by General Howard as Commissioner of the bureau, and are organized and drilled as a military company. Not only is this true, but part of their expenses of living have been paid for in the same way. These students are taught in their Latin, and Greek, and medicine, and law, and military tactics, by a number of professors, whose salaries, in the aggregate, amount to \$21,800. One of these persons, Mr. Langston, the colored professor of law in the university, is thus paid a yearly salary of \$3,000. He is the same man who "worked up the South" in 1868 for General Howard for the vice-presidency. A part of these salaries were paid for out of such funds as were expended for the uniforms of students, but it is in evidence that the salary of Mr. Riddle, one of the law professors, has been paid in drafts on the United States treasury. How much more was paid in the same way we do not know. This, however, is true, that all these moneys thus paid out were taken, either directly or indirectly, out of the federal treasury. General Howard offers neither justification nor excuse for these transactions.

These statements of facts, as proven before the committee, and contained in the testimony reported to the House, need no comment. Howard, in his written statement, admits having used \$500,000 for the university, but denies that he had any improper motive. He seeks to justify it on the ground of philanthropy and humanity. He also attempts to justify his expenditures in the university affair by citing an act of Congress of July, 1868. The fact that he had bought the land for the university at an expense of \$152,000, and had made contracts for the erection of the buildings over a year before the date of that act, is a sufficient answer to his statement on that point. Balloch, the disbursing officer of the bureau, testifies on one day that the first piece of land bought for the university was paid for out of the Howard University funds. Another day he testifies that it was bought and paid for out of the retained bounty fund. In the first place, the land was bought in December, 1866, while the university was not incorporated until March 2, 1867, so that there was no university fund at the time of its purchase. In the second place, the law expressly forbid such use of the retained bounty fund, and General Howard had no right to use that fund in that way. The charters of the various institutions named in the list, upon which Howard expended \$230,752 21, and that of the American Missionary Association were proved, and will be found in the testimony reported by the committee. By reference to those charters, it will be observed that, like the Howard University, they were not educational institutions, "incorporated for refugees and freedmen." Especially is this true of the Missionary Association, whose mission is more of a religious than an educational character. His defense is but a weak attempt to exonerate himself from the overwhelming proof in support of this charge, and when it is considered how abundant are his resources for procuring ingenious legal counsel, we are surprised with the little offered in the way of self-exoneration. It is apparent that a gross misappropriation of the public money has been made by General Howard for the purposes outside of his power, and not warranted either by law or sound policy.

We cannot, however, leave this part of the subject without making some more special reference to the transactions of Howard and the Howard University, and others connected with him in the Freedmen's Bureau.

It appears that this scheme—the erection of this university—was created for the double purpose of raising a monument to the name and fame of Howard, who, at the time, was an aspirant for the Vice-Presidency of the United States, as it seems from the testimony, and also as a means by which he and others connected with him, officially and personally, might derive pecuniary and political advantage. Soon after the commencement of the building operations on the land he caused to be removed from the board of trustees of the university all who could not be made subsidiary to his views. Thus, Dr. Sunderland, formerly Chaplain of the United States Senate, and Dr. Boynton, Chaplain of the House of Representatives, both men of high character, established integrity, and distinguished for learning, were each in turn compelled to resign the presidency, so as to make way for the occupation of that place by General Howard himself. These, and other gentlemen of standing, were forced to retire altogether from the board, so as to leave vacancies by which members of his military staff and officers of the bureau could obtain their positions. Having thus cunningly contrived to get control, he has continued to possess it as his individual property, making the disbursing officer of the Freedmen's Bureau its treasurer

and financial agent, and other subordinates his tools and instruments. In the reference we shall make to the testimony produced in support of the other charges, we shall show some of the special purposes for which he has used this power.

CHARGE SECOND.

That portions of the land, alleged to have been sold for the benefit of the Howard University fund, were disposed of improperly to members of his own family, and officers of his staff.

The proof produced to sustain this allegation was as follows: Soon after obtaining possession of the lands, the trustees, under the direction of Howard, conceived the idea of dividing a part of it into building lots, and offering them for sale for building purposes. A plot was made, minimum prices fixed for each parcel, and it was placed in the hands of a real estate broker in Washington, for sale. Certain eligible and valuable sites were, however, retained, and withheld from those thus offered, though they were placed on the list, and it subsequently appeared that the officials connected with Howard were the parties who had caused them to be reserved for their own purposes, and who obtained titles subsequently, and have since erected valuable mansions thereon, for their own private residences. Among them are General Howard himself; General E. Whittlessey, assistant commissioner and adjutant general of the Freedmen's Bureau; J. W. Alvord, president of the Freedmen's Savings Bank, and general superintendent of education of the bureau; D. L. Eaton, actuary of the Freedmen's Savings Bank and attaché of the bureau, and others also connected with freedmen affairs. The land upon which General Howard erected his own house was donated to him as a gift by a vote of the trustees. It is in evidence that he suggested to one of the board that this should be done, and accordingly it was donated, the minutes of the board showing the meeting at which this proceeding took place, to wit, on the 8th of April, 1867. Subsequently, however, the matter coming to public notice, the board passed another resolution by which they pretended to sell him the site for \$1,000, giving him a deed accordingly. This deed is dated December 31, 1867, and recorded, liber E. C. E., No. 22, folio 377, Land Records, Washington City. The minimum price originally fixed for the same ground, as the selling price, was \$4,356. He had commenced to erect his residence on the land under the original gift, and had it partly built before the second proceeding took place, by which he was to pay for it. We were not permitted to examine into General Howard's private affairs, but his attorney, in his final statement and summing up, before the committee, in General Howard's presence, and with his assent, stated that the house of General Howard cost him over \$20,000, not including the value of the land and other improvements. It is also in evidence that he paid the \$1,000 for the lot, by a promissory note, but it could not be ascertained whether he has ever paid the note. Under the direction to sell these plats, the broker did make several negotiations, the board receiving a large sum in cash and notes for deferred payments; but no part of these moneys has been paid back into the public treasury. It appears that the trustees of the university assume that the receipts belong to that institution. They are included in the account current of the officers of the university, as part of its receipts for the years 1868 and 1869, as moneys derived from sale of lots. (See report of Howard University for 1867 and 1869.) General Howard says of this charge that it is not true, but he admits that "several officers

of the bureau have purchased land, as did other people, at the market price." He does not refer to, nor deny the evidence given by his own real estate broker, (Hall,) that the best plats were reserved, and taken at the minimum price by these officers, and that he got his own land for nothing.

CHARGES THIRD AND TENTH.

CHARGE 3.—That bonds issued in aid of the First Congregational Church of the city of Washington were taken in payment for a portion of this land, which have not yet been redeemed or paid, nor have they been returned in his official accounts as such.

CHARGE 10.—That he has paid from the funds of the bureau over \$40,000, for the construction of the First Congregational Church, taking the church bonds in return, which he has either returned in his accounts as cash on hand, or sent South for the purposes of the bureau.

These charges, though stated under separate heads, have reference to the same subject. It is in evidence that in 1867 a religious society in the city of Washington, known as the First Congregationalist Society, designed erecting a new church edifice. General Howard was a member, and one of the trustees of this society. He was made one of the building committee for the erection of this new building, and treasurer of the same. The church, being without funds, at the instance of Howard, issued bonds for the purpose of raising money. He stated that he had bureau funds at his command and that he would arrange it so that a part of it could be obtained. Consequently, bonds to the extent of \$40,000 were authorized and put at his disposal by the trustees. The peculiar manner in which these bonds were negotiated is deserving of notice, as evincing a high order of financial skill. Howard, as Commissioner of the bureau, transferred \$77,000 of the bureau funds to the Barry farm fund, (see statement of General Balloch, as to the drafts upon the refugees and freedmen's fund,) and then, as treasurer of the Barry farm fund, transferring \$25,000 of the fund to the Howard University as a charity fund. He borrows \$1,000 of this fund, on his own private account. He then, as president of Howard University, directs the transfer of \$18,000 of this same fund, thus obtained, to the First Congregationalist building fund, of which he is the treasurer, the university taking the bonds, and the remaining \$6,000 of the same, to himself, in receipt for a note and mortgage held by him as his private property, said note and mortgage having been given to him by D. L. Eaton, in part payment for a house and lot he had privately sold to Eaton. Thus, through this winding way, \$25,000, of the public money, finds its final lodgment into the treasury of a church, and the pocket of General Howard.

As incredible as it may appear, it is nevertheless true, that these facts were fully proved before the committee, and no counter-proof nor explanation attempted in reply. That it was a clear, and undeniably illegal and criminal misappropriation of the funds under his control, there can be no doubt, and for which there can be furnished no excuse or palliation. But this was not the only transaction relating to the conversion of the church bonds into government money. He made an appropriation from the refugees and freedmen's fund of \$10,000 to the Richmond Educational Institution of Richmond, Virginia, being part of the moneys stated in the above list of incorporated institutions as having been given in cash by the bureau to that institution. R. M. Manley, the principal of that school, was advised by General Howard that there was such an amount appropriated to that school. Manley came to Washington to receive it, but was prevailed upon by Howard to take it in these

church bonds; General Howard charges this amount in his accounts as so much cash paid to the school, whereas the church got the cash and the school got the bonds, which it still holds, and is likely to hold as unavailable and irredeemable property. An additional amount of these bonds was traced, through the Freedmen's Savings Bank, directly to General Howard himself. G. W. Stickney, the assistant actuary of this bank, testified that, by direction of General Howard, treasurer of the Barry farm fund, which account was kept in that bank, he had transferred to Howard, as treasurer of the First Congregationalist building-committee, whose account was also kept in the bank, \$10,000 in cash. The remainder of the \$40,000 church bonds could not be traced, but it is in evidence that Howard admitted, subsequently, to one of the witnesses, that he had disposed of \$38,000 in this manner, which is the precise amount accounted for in the evidence. It is certain that this church was built nearly, if not altogether, by the money thus disbursed by Howard, and that he directly and indirectly obtained it from the treasury of the United States in abuse of the trust imposed on him. General Howard's answer to this charge is in the following words. We quote it entire, so as to give him the benefit of it for what it is worth:

The third point is not true; certainly, I have no knowledge of any such transaction. If it were true, it would in no way properly apply to me, for I could not officially account to the government for the property of the university.

We submit that this denial, under the circumstances, and in face of the evidence given, is the best specimen of cool audacity, or the most stolid ignorance of duty, that ever characterized even a government official. The fourth, fifth, and sixth charges relate to the same subject matter, and testimony relating to them was presented by the same witnesses. They are as follows:

CHARGE FOURTH.

That the university buildings and hospital were built of patent brick, furnished by the American Building Block Company, in which General Howard, Charles Howard, General E. Whittlesey, and J. W. Alvord, all attached to the bureau, were interested as stockholders.

CHARGE FIFTH.

That the specifications for the construction of those buildings provided that the materials used in their erection should be taken from the brick made by this company, thus preventing competition, and securing the use of that brick and no other for that purpose.

CHARGE SIXTH.

That the brick so used was unfit and nearly worthless; parts of the brick have fallen down in consequence, and other parts have since been repaired and rebuilt, at an expense of \$13,000.

As to the fourth charge, George E. Vanderburgh, of New York, testified that he was president of the American Building Block Company, and that he sold to O. O. Howard, Charles H. Howard, H. R. Searle, and D. L. Eaton the right to make a certain building material, called "building-block," for the construction of houses in the District of Columbia, for the sum of \$10,000; that the right was conveyed by deed of transfer to those persons on the fourth day of May, 1867; and that the money was paid by General O. O. Howard. This statement was sustained by the original copy of the contract of sale and purchase between Vanderburgh and Howard, and was not denied. It was also proved, by the original contract for the erection of the Howard University buildings, that the specifications required the contractor to use

this material; and the architect, (Searle,) who drew the contracts and was a partner in the Block Company of Washington, testified that he had done so at the instance of General Howard, and that General O. O. Howard, Charles Howard, his brother, at the time the assistant commissioner of the Freedmen's Bureau; E. Whittlesey, adjutant general, and the present assistant commissioner of the Freedmen's Bureau; D. L. Eaton, a clerk in the bureau, and actuary of the Freedmen's Savings Bank; J. W. Alvord, general superintendent of education, and president of the Freedmen's Savings Bank; and himself, constituted a company, doing the business of the Block Company in the District of Columbia, under the title of D. L. Eaton & Co.

The university, hospital, dormitory, &c., were built of the blocks furnished by the company, in which these persons were the owners, and who received from the contractors pay, fixed by themselves, for furnishing the material used.-- Thus they compelled the contractors to use this material, at prices fixed by themselves, payment being made therefor to the contractors by General Howard from the public funds, in checks on the United States treasury, and charged to the Howard University as so much cash given in aid of incorporated institutes for refugees and freedmen.

This brick or block turned out to be wholly unfit for the purpose. It was made on the ground of the university, of lime and sand, and put into the building before becoming of ordinary hardness. Its worthlessness for building purposes was proved by A. B. Mullett, the architect of the treasury, by Edward Clark, the architect of the Capitol, and by the contractors and builders who were forced to use it on the structures. It was proved that in consequence of this the walls of the university cracked, and it was condemned by competent persons as insecure; that a large sum had to be expended in effecting security against further accidents, and that inside supports to the main building became necessary to give it sufficient strength to stand. It was proved that the walls of the hospital, built of this building-block, fell before the building was completed, by reason of the utter worthlessness of the material, crumbling into a mass of lime and sand, and that the cost of rebuilding it was not \$13,000, as charged, but \$23,000.

General Howard admitted that he was interested in this block company, but claimed that he left it before the buildings were *commenced*; but he does not deny that he was interested at the time of making the contracts to build them. Every opportunity was given him to show by evidence that he had parted with his interest, and if so, at what date. General Howard had sold two shares for \$2,000; the note which he received for his remaining interest was produced, and bears date August 30, 1867, and recites on its face the consideration to be "in consideration of all his right and interest to and in the Washington Building Block Company." The books of the company, produced before the committee, show the same transaction, bearing the same date.

The specifications and contracts for the erection of the buildings, requiring this material to be used, were made by General Howard, as Commissioner, on the 11th day of July, 1867. Even Charles Howard, one of the company, and brother of General Howard, testified that it was the "understanding" on the part of all persons interested, that this material was to be used in the building, when the company bought General Howard's interest. The witness fixed no date, but even according to his recollection of the transaction, the "understanding" had been effected between General Howard, as Commissioner and contractor, on one side, and General Howard, and his partners of the Block Com-

pany, on the other side, in the shape of the specifications, &c., so that when he sold his interest in the patent he sold his interest in the contract he had made to furnish material. To the fifth and sixth charges he interposes a statement in behalf of the material, but no proof. He denies that it was as bad as reputed, and adds, that if he was mistaken his motives were good.

CHARGE SEVENTH.

That by his consent, and with his knowledge, lumber belonging to the government was used by this company, and appropriated to its own benefit, being resold to its employes.

The investigation into this charge opened up an exceedingly interesting chapter in the history of the Freedmen's Bureau. It developed one of the peculiar methods by which the public money could be obtained from the treasury under the pretext of law and philanthropy. It appeared in evidence that Charles Howard, the brother of General Howard, was sent to Maine to buy lumber for the ostensible use of the War Department, that article being wanted for the bureau in the Barry farm operations. He proceeded to Bangor, Maine, and bought of his father-in-law, J. B. Foster, three cargoes of lumber, costing the government \$61,420 53, which was brought to Washington at government expense, and paid for, as testified to by James M. Brown, the quartermaster of the bureau, by a draft upon the treasury of the United States, the order for payment being made by Charles H. Howard, the assistant commissioner. One cargo of this lumber was lost at sea, which was a total loss, as no insurance was effected upon it. After the remainder of it was received here, it was used altogether by the Barry farm concern, and for the university and the Building Block Company. It was proved that it was thus distributed.

General Howard in his statement only claims that a part of it, equal in value to \$16,407 60, was used in the erection of buildings on Barry farm. What became of the remainder of it Howard does not attempt to explain. No mention of the use of this lumber was made in any account or report to the department. Although the committee refused to hear other evidence tending to show that the Building Block Company used a part of this lumber, yet there is sufficient evidence on this point in the record, considered with all the attending circumstances, to show that the Building Block Company used this lumber not only with the consent but under the orders of the officers of the Freedmen's Bureau, issued from the office of General Howard, signed by General E. Whittlesey as acting assistant commissioner. Howard University is now occupying for workshops sheds built in part out of this lumber by the Building Block Company on the university grounds, and which were used by that company while making block for the university and General Howard's residence. The government was never paid for it, either by the university or the Block Company. The librarian of the university calls it "educational lumber." General Howard admits having known of the use of lumber for this purpose, but denies his complicity.

EIGHTH CHARGE.

That he pays rent to the Howard University, from the funds of the bureau, for the privilege of a headquarters.

It was proven that after General Howard got the university buildings completed, he removed his headquarters to a part of them, and has since continued to occupy a portion of the premises for his official pur-

poses. Rent is paid by the government to the university for these rooms. General Balloch testified that \$5,000 a year rent was paid for the hospital, and \$3,000 a year for General Howard's office. Thus it is seen that the government funds were used by General Howard, first, to buy land, then to put up large and extensive buildings, and then to pay rent for the ostensible use of a part of the same buildings. The location of these premises, being far removed from all of the public buildings and government offices of the city of Washington, and altogether unsuitable for the purpose from this fact, but adds to the impropriety of the transaction, and makes more apparent the motive which lies at the bottom of it. Perhaps the most extraordinary part of this entire scheme is that which relates to the hospital.

The Commissioner, General Howard, builds a hospital at great cost out of government funds, fills it with invalids and paupers from this District and adjoining States, gives it to a private corporation, "incorporated for the education of youth," supports these invalids and paupers at government expense, and pays that private corporation \$5,000 a year as rent for the hospital which he thus built and gave them, the corporation paying nothing for its erection. The minutes of the meetings of the trustees of this corporation state that the proposition of General Howard to give money to erect these buildings out of government funds, was discussed by them with "lively interest." No wonder. Further comment is unnecessary. Its injustice to the government, as a gross misappropriation of its funds, is in keeping with the other operations of the bureau, and kindred doings by the same parties about the same time. Howard admits the truth of this charge.

NINTH CHARGE.

That he draws three salaries, viz, one as brigadier general in the United States Army, another as Commissioner of the Freedmen's Bureau, and a third as head of Howard University.

This charge was not fully sustained. It was not proven that General Howard drew three salaries; only two salaries were shown to have been drawn by him at the same time, though an additional compensation salary was allowed to him by the trustees of Howard University for obtaining donations and subscriptions in aid of that institute.

General Howard is a major general in the United States Army, and draws the pay and perquisites as such, which amount to \$9,000 per year. This he has drawn regularly, and continues to draw until this time. He is also president of Howard University, and the minutes of the trustees were put in evidence containing this record of their proceedings:

Friday evening, September 10, 1869, (page 87, record book.) Mr. Bascom moved that the salary of the president of the university be \$5,000 when he shall perform full duties, and for partial services his compensation shall be paid by special vote of the board. Passed.

Another extract from the minutes is as follows:

June 9, 1869, (page 82, record book.) On motion of Mr. Bascom, it was ordered that the president be authorized to raise money for this institution, and be authorized to give receipts for the same.

Under this resolution Howard admitted that he drew compensation for traveling expenses, and an allowance of pay for the time occupied in this duty. It was not proved that he drew any salary as Commissioner of the Freedmen's Bureau, no evidence being offered to sustain that allegation; but the above three several sources of revenue to him were shown, which is sufficient to sustain the substance of the charge, and is

in direct violation of the army regulations, which preclude army officers from transacting any other than official business, or receiving any other compensation. It was impossible to ascertain what other compensation or salaries Howard received, the majority of the committee excluding testimony which did not refer directly to the charge. Thus no testimony was allowed which would show payment of anything to Howard outside of the three salaries alleged in this charge. There can be but little doubt that he must have been in receipt of large sums from other sources.

In the course of the examination, it came out that he was in the incumbency of the following named positions, viz: Major general United States Army; Commissioner Bureau of Freedmen, Refugees and Abandoned Lands; president of Howard University; director of Building Block Company; treasurer and trustee of Barry farm fund; president of Young Men's Christian Association; treasurer First Congregational Church building fund, and vice-president Freedmen's Savings Bank. To this charge Howard replies that it cannot be true. How far it is true, the facts we have stated are beyond dispute.

ELEVENTH CHARGE.

He has advanced a large sum from the funds of the bureau to the Young Men's Christian Association of this city, taking their bonds in payment, which have been sent to Tennessee, to help the freedmen's schools in that State.

This specification was fully proved. One of the witnesses called to sustain this accusation was John Ogden, principal of the Fisk University, Nashville, Tennessee, who testified that in August, 1869, he made application to General Howard to assist him in building and repairs for the Fisk University; that in consequence of this application, an appropriation was made by the bureau to him, of \$2,500; but that when he came to Washington to receive the amount, General Howard gave him but \$1,000 in money, the balance, \$1,500, being given in the stocks or bonds of the Young Men's Christian Association, in lieu of money. This whole sum of \$2,500 is charged as cash in the payments to incorporated institutions, drawn from the refugees and freedmen's fund. The Fisk University continued to hold this security until after the commencement of this investigation, when Howard, becoming alarmed, sent the following telegraphic dispatch, from Philadelphia, to Ogden, which was put in evidence:

APRIL 16, 1870.

Professor OGDEN, *Fisk University*:

Am here for Sunday lectures. Please draw on me for \$1,500, and interest from January, at Freedmen's Savings Bank, Washington. I wish to fulfill my guarantee now.
O. O. HOWARD.

It is perhaps proper to say, that when the witness was required to produce this dispatch it was without date. That part of it had been torn out, but after some inquiry and search, the witness found it concealed in his pocket-book. Thus it is evident that Howard had, in August, 1869, put the \$1,500 charged to the Fisk University into his own pocket, or into the treasury of the Young Men's Christian Association, turning the bond over to the Fisk University as so much cash; but finding, after, the charges made against him were to be investigated, and that this, with others, would receive attention, he sought to retrieve this little matter by paying it up out of his own pocket. This was but a small part of the dealings of General Howard in Young Men's Christian Association stock. Mr. Henry D. Cooke, banker, of the firm of Jay

Cooke & Co., testified that he was treasurer of the building fund of the Young Men's Christian Association, for the construction of the new buildings put up in 1868 and 1869 by that association; that he was a member of the building association of the Young Men's Christian Association, and was treasurer, and had charge of the finances. He was asked by one of the undersigned to produce the books of that association, showing the number and amount of bonds or stocks issued to General Howard. He refused to do this, and the majority of the committee sustained him in his refusal, and ruled that he should produce only an abstract, showing certain dealings on the part of Howard with that association. The committee were not permitted to examine the book for themselves, and were limited to such abstracts as Cooke chose to present. It seemed strange that a Christian association had had such transactions with the Freedmen's Bureau that it was afraid or ashamed to show that part of its cash-book, but such was the fact. From the abstract or statement, however, as thus furnished, it appeared that Howard subscribed and paid, on the 24th September, 1868, for two hundred and fifty shares of stock, which were transferred on the same day to Howard University; and that between that date and March 11, 1870, there were transferred to, and by him to others, stock to the amount of \$23,300, \$10,750 of which remains on the books in his name at this time. It was also shown that the Freedmen's Saving's Bank had made to him loans on this stock; and that he was indebted to that bank \$6,000 for money so loaned on this stock pledged as collateral security. The only answer Howard makes to this charge is, that it is not true, but admits that he bought some of the stock, which he subsequently transferred to the Fisk University.

TWELFTH CHARGE.

That he caused, or knowingly allowed, lands in this city, owned by an officer of the bureau, to be transferred to a freedmen's school in North Carolina, the officer taking the money appropriated for that school, and the school the land in this city, thus perpetrating a fraud both upon the government and the freedmen.

The evidence adduced in support of this charge went much further than the charge itself in implicating General Howard. Instead of "an officer of the bureau," it went directly to show that it was Howard himself who was the party who had made this transfer. Proof was produced to the following facts: The St. Augustine normal school of North Carolina had made an application to the bureau for aid. Its principal, J. Brinton Smith, had visited Washington in person for this object, and had received several sums from that source. He again applied for aid to complete a school-house for that institution at Raleigh, in October, 1868. Howard encouraged him to make this application, and caused an amount to be transferred from the Barry farm fund ostensibly for that purpose. The origin, character, and managers of this fund will be given under charge 13, which refers to that subject. The account current of this fund, as made up and approved by the treasurer, General Howard, was put in evidence by Major S. M. Clark, the secretary of the board at that time, and shows a credit to the fund of \$8,461 75, as having been paid to the St. Augustine normal school on the 9th of October, 1868. The same witness produced the following copy of the receipts on file, showing a voucher for the disbursement of this sum:

ST. AUGUSTINE NORMAL AND COLLEGIATE INSTITUTE,
Raleigh, North Carolina, October 9, 1868.

Received of General O. O. Howard, treasurer educational fund, the sum of eight thousand four hundred and sixty-one dollars and seventy-five cents, by deed of portion

of square 1025, Washington, D. C., duly stamped and recorded in the register's office of the city of Washington, D. C.

R. L. MASSON,
President.

K. P. BATTLE,
Secretary and Treasurer.

Instead of this school receiving the cash, pretended to be transferred to it, to complete the school-house, Howard caused Smith to take a piece of land in Washington belonging to himself individually, and took to himself the cash, instead of giving it to the school. Mr. Smith, the principal, swears that the reason Howard gave for this was that he was building a residence in Washington, and needed the money for its erection. The history of this land is as follows: On the 8th of July, 1867, General O. O. Howard bought of Frederick W. Jones block No. 1025, in Washington, for \$10,876—deed recorded in liber E. C. E., No. 12, folio 70, Land Records, Washington City. This land was conveyed to him as an individual, and not as a public officer. It was proved that he paid for it partly from his own private means and partly from money intrusted to him for benevolent purposes. After he had acquired the title—which he took to himself individually—he made a contract, as Commissioner of the Freedmen's Bureau, with J. W. Vanderburg to grade and level it, which was done at an expense of \$32,973 33, paid out of bureau funds. This fact was sworn to by Major Brown, the quartermaster. He sold part of it to D. L. Eaton, C. H. Howard, E. Whittlessey, J. W. Alvord, D. H. Bliss, and H. R. Scarle, his partners in the Building-block Company, for \$5,000. Deed dated 13th September, 1868; recorded October 3, 1868, liber D, No. 1, folio 68, Land Records, Washington City. An additional part of the same property was the piece conveyed to the St. Augustine Normal School, Raleigh, North Carolina, (and is the land referred to in this charge,) instead of the money voted by the trustees of the Barry farm fund, he being treasurer of the board. This deed is dated September 30, 1868; consideration, \$8,461 75; recorded October 3, 1868, liber D, No. 1, folio 68. The consideration money named in this deed is the precise sum that is charged, in the accounts of the fund, to this school. Both are matters of official record, and speak for themselves. No conclusive evidence was offered to refute or explain this transaction. General Howard, in his defence, claims that \$1,000 of the money paid by him for purchase of this land was paid from a fund furnished him by the Freedmen's Union Commission from England, sent him for investment in land for freedmen. Why, then, did he take the deed to the land in his own name, in his individual capacity? Why did he sell the land and use the proceeds of its sale for his own private purposes? There is no evidence to show that the freedmen ever received any benefit from the money thus put in his hands as a donation; but the proof is that he put the money in his own residence. General Howard, in justification of this transaction, says it was a good investment for the Raleigh school. Of course it was, costing it nothing. It was also proved that this St. Augustine school did not need these funds, that the land had been purchased and the buildings erected, and that the school was out of debt. Of this General Howard was fully informed at the time. What right, therefore, had General Howard to thus aid this school when it needed no aid? It is in evidence that the school still holds this land in Washington. We see no reason for this transaction, except that it furnished General Howard an opportunity to put public funds into his private purse. Even if there was law for granting such aid, no man can pretend that there was any necessity for such

appropriation to this school. This transaction is a palpable fraud on the public treasury.

THIRTEENTH CHARGE.

That he was interested in the purchase of a farm of about three hundred acres, near the Luntie Asylum in this county, for which the public funds and other property of the government were used. Buildings were erected thereon built of lumber belonging to the government, and then let or sold to freedmen at exorbitant prices; and that he and his brother, Charles Howard, were personally interested in this transaction as a private pecuniary speculation.

This charge refers to the Barry farm operations. Its history is as follows:

General Howard and his brother, Charles Howard, his assistant commissioner, projected this enterprise. He set aside a part of what he called his "educational fund" for this purpose. Having matured his plans, he created a board of trustees, naming himself, S. C. Pomeroy, Senator from Kansas, and John R. Elvaus, a hardware merchant of Washington, with whom he had large private moneyed transactions and speculations. These persons constituted the board, to have the management and control of this fund and the land and buildings bought with it. His brother Charles was made the manager and executive operator, with authority to make purchases, contracts, and disbursements. He was allowed to draw a monthly pay of \$83 33 for his services, though at the same time in receipt of his pay as assistant commissioner of the Freedmen's Bureau.

The beginning of operations was the purchase of a large tract of land near the Lunatic Asylum, opposite Washington City. This was bought of David Barry, for \$52,000; deed dated 20th April, 1867; recorded in liber E. C. E., No. 4, folio 188. The money to pay for this land was drawn from the bureau. A certified copy of the requisition upon the treasury for \$52,000 to pay for it was put in evidence and admitted by Howard. A singular part of this stage of the proceedings is the fact that this sum could not be traced to any bank, nor does it appear in the accounts. It was shown that General Howard, as treasurer of the Barry farm fund, kept the account of that fund in the Freedmen's Savings Bank, but on examination of that account at the bank no such sum appeared. Howard's private account was not examined, the majority of the committee, as before stated, refusing to permit its examination, though demanded by the minority and by Mr. Wood. General Balloch produced a statement of the accounts of the bureau, in which he charges \$77,000 as having been paid to the Barry farm fund, thus showing that that amount had been received by Howard for that account.

It was also proved that the trustees of the Barry farm fund had put up buildings for sale and rent on the land, and had received several sums from that source. But the account, as kept by Howard, as treasurer, in the Freedmen's Saving Bank, showed that the amount of deposits from June 27, 1867, to June 1, 1870, was only \$52,515 13, and that \$10,000 of this had been transferred by General Howard to the First Congregationalist church of Washington. As treasurer of the Barry farm fund, he charges this \$10,000 as having been paid to the normal school of Richmond, Virginia. He credits, in the same account, \$8,461 75 as having been paid to the St. Augustine normal school, North Carolina; but no such sum appears upon the books of the Freedmen's Saving Bank as having been drawn at all from that fund on any account. It was found impossible to trace it any further than to the pockets of General Howard. How it got there, in what form, and through what particular method, is not shown.

As before stated, the Raleigh school received land, and not money, and the land was the private property of Howard, he transferring it instead of money. The Barry farm fund account, kept by him as treasurer, charges to that fund \$8,461 75 as so much cash paid the school. As he had charge of the fund and the accounts, there can be no question as to who received the cash; it may be found in his private accounts, which we were not permitted to examine by the ruling of the majority, and which General Howard, though present, would not consent to.

In the examination of the accounts of the Barry farm fund, as put in evidence and proven by Major S. M. Clarke, the following facts appeared: In 1867 and 1868, Clarke was the bureau agent and inspector for the District of Columbia, and having the confidence of Howard, was appointed to examine and arrange the records of the Barry farm fund. He found several discrepancies, wrong entries, and deficiencies. There was a deficiency in the fund of \$2,218 14, which it was alleged was made by a clerk, whose note was taken in payment for it, but who has been since retained in the bureau, notwithstanding.

It appears also, that on a former balance of the account, a surplus unaccounted for of \$800 had been drawn by Howard himself, on the alleged ground that it must have been put in by him in some way by mistake. Among the assets of the fund in this account was a note drawn by John R. Elvans, and indorsed by General Howard, for \$3,000, which Howard loaned him from this fund. This note was counted as cash. This is the same Elvans who was, at the time, one of the three persons who constituted the board of trustees of this fund. Elvans furnished the hardware used in putting up the buildings for freedmen on the Barry farm, directions to buy of him having been given by General Howard. He also furnished the hardware required in the erection of Howard University buildings by the same authority. Elvans swears that such directions were given because "he was the only republican hardware merchant" in the city. It further appeared in the accounts presented by Clarke, and proved by him, that General Howard had used \$3,000 of this fund, and that he presented as a voucher a resolution of the board purporting to give him authority for doing so. Clarke testified that he told Howard he could not admit the resolution as a sufficient voucher, and could not balance the accounts upon such a paper. Howard then withdrew the copy of the resolution, and put in his individual note as a voucher; this note was for \$3,077 50. The account, therefore, as made up at that time, March, 1869, showed these notes, one of Elvans for \$3,000, and one of Howard for \$3,077 50, as so much of the assets of this fund to its credit on the books. Thus stood the books until April, 1870, after this investigation began, when Clarke, being again requested to examine and balance the accounts, found that both of the notes had disappeared, and in their places were substituted two receipts signed by General George W. Balloch, treasurer of the university, covering the same amounts as having been paid to him. The following is a copy of Balloch's receipts:

Copy of voucher No. 1.

Received at Washington, D. C., this 28th day of November, 1868, of Major General O. O. Howard, Commissioner Bureau Freedmen, Refugees and Abandoned Lands, and treasurer of the educational fund, the sum of three thousand dollars, in note of Jno. R. Elvans and personal check of O. O. Howard, the same to be applied to the education of freedmen and refugees.

—————, *President.*

E. W. ROBINSON, *Secretary.*
GEO. W. BALLOCH, *Treasurer.*

Copy of voucher No. 2.

Received at Washington, D. C., this 28th day of November, 1868, of Major General O. O. Howard, Commissioner Bureau Freedmen, Refugees and Abandoned Lands, and treasurer of the educational fund, the sum of three thousand and seventy-seven dollars and fifty cents, in personal note of O. O. Howard, and interest, the same to be applied to the education of refugees and freedmen.

E. W. ROBINSON, *Secretary.*
GEO. W. BALLOCH, *Treasurer.*

—————, *President.*

The name of the president is left in blank in both receipts. General Howard being the president, it was deemed rather audacious for his name to appear to such papers. These receipts are antedated. General Balloch, when examined with reference to them, admitted this, stating that though he gave them in April of this year, (1870,) he had, for some reasons he would not say, dated them at the time stated on their face, viz, 28th November, 1868, and that he now held the notes as treasurer of Howard University, counting them among the assets of that concern as so much cash.

We omit further comment on these transactions. None is necessary to show their character; they speak for themselves. They cannot be defended, nor was any successful attempt made to explain them. There is one feature of this Barry farm fund operation, however, that should not be overlooked. By the act approved June 14, 1866, it is provided that any disbursing officer of the government who shall "deposit any public money intrusted to him, in any place or in any manner except as authorized by law, or shall convert to his own use in any way whatever, or shall loan, with or without interest, or shall, for any purpose not prescribed by law, withdraw from the treasurer, or any assistant treasurer, or any authorized depository, or shall for any purpose not prescribed by law, transfer or apply any portion of the public money intrusted to him, every such act shall be deemed and adjudged an embezzlement of the money so deposited, converted, used, loaned, withdrawn, transferred, or applied, and every such act is hereby declared a felony; and upon conviction thereof shall be punished by imprisonment for a term not less than one year, nor more than ten years, or by a fine not more than the amount embezzled, nor less than one thousand dollars, or by both such fine and imprisonment at the discretion of the court." General Howard is liable to the penalties of this law. He drew from the United States treasury, by drafts upon it, \$77,000, and transferred it to what he called an educational fund, paying part of this money for the purchase of a farm, and using the balance for similar purposes. He put up houses out of the money and sold them, keeping the funds received from the sale in his own name, as treasurer, in the Freedmen's Savings Bank, (not a public depository,) which were at all times subject to his personal order and direction.

He loaned \$3,000 of this fund to John R. Elvans, taking his note therefor; devoted a portion to his own personal use, drawing it from the cash receipts, and substituted his promissory note, which is not proved to have been paid, but covered up by making it a donation to the Howard University, and by causing a false receipt to be substituted therefor. He thus convicts himself in the clumsy attempt to hide and cover up the wrong committed. If the management of the bureau provided no other case than this, we submit that, of itself, it fully sustains the allegation made against him. Not only is General Howard liable to punishment, under the law above referred to, but, under the second section of the same law, Alvord, and other officers of the bank, who were in-

formed of the character of the Barry farm fund, and who permitted or advised such deposit to be made, and all others who aided, abetted, or counseled such deposit, and Elvans, who borrowed of Howard the \$3,000 of the fund, are all equally liable, and it is impossible to tell what influence this had upon them as witnesses in exculpating themselves.

But there were other wrong transactions connected with the Barry farm. When the buildings on the farm were being erected, a contract was made by Charles Howard with one John Fahey, for the supply of sand to be used in the erection of such buildings. A large quantity was supplied and paid for under this contract, when suddenly, without notice, the contract was broken with Fahey, and it was ordered by Howard that the further supply of sand should be taken from the Building Block Company's sand-pit, on the Howard University grounds. It was proved that the sand furnished by Fahey was "sharp river sand," from the Potomac, and, for building purposes, greatly superior to that belonging to the Block Company; but notwithstanding that fact, Howard, after ordering Fahey to cease delivering sand under his contract, made a contract with the Building Block Company to furnish sand from their pit, and agreed to pay that company three times the price that Fahey had delivered it for, and was still willing to deliver it for.

In addition to the amount of sand necessary, several thousand bushels were bought of the company and piled up on the ground, at great cost, which was afterward sold for a trifling sum.

The only purpose of this transaction was to put public money into the private purse of the brother of General Howard and others connected with the bureau, composing the block company. General Howard, in his answer to this charge, relating to the Barry farm transaction, does not refer to any law for his justification. There is none. He buys a farm, lays it out in squares and lots, spends over \$7,000 in streets, carriage drives, and sewers—buys lumber in Maine, and with it erects upon these lots residences and other improvements, including a church and school-house; in fact, he builds a town and furnishes it with inhabitants, all at government expense—sells out the town to these inhabitants—uses part of the proceeds for his own private purposes—loans part to his friend Elvans—buys church bonds and Young Mens' Christian Association bonds with part—deposits part in a bank in which he was vice-president, without requiring any interest to be made on the deposit, and enjoys the benefit of other speculations by means of the use of the fund, and yet, when called upon for his authority for all this, cites an order, signed and issued by himself as Commissioner of the Freedmen's Bureau. He claims that the \$52,000 paid for the Barry farm was not funds of the United States. Elvan's swears that it was drawn from the treasury of the United States, and there was put in evidence the warrant upon which it was drawn, which shows it was drawn direct from the United States treasury. It is no answer to this charge to say that Senator Pomeroy and Elvans were associated with him as trustees of this fund, for they were appointed by him, and Senator Pomeroy testifies that he knew nothing about the expenditures and management of the funds, except as shown by the books kept by Howard himself; while Elvans swears that he knew nothing about the management of the funds, except that he signed deeds, as trustee, to lots, when presented to him. Nor is it any excuse that General Howard was advised to buy the farm by Senator Pomeroy, or any one else. The fact only goes to show that some other people were as ignorant of their duty, or as regardless of the law of the land, as he was himself.

FOURTEENTH CHARGE.

He has discharged the duties of the office of Commissioner of the bureau with extravagance, negligence, and in the interests of himself and family, and intimate friends.

Sufficient has been shown, already, to substantiate this allegation. No additional reference to the many facts produced and proved before the committee is required to sustain the charges herein stated. If, however, this part of the case has not been made out, in the preceding statements, we think that under the fifteenth charge will be found sufficient evidence to do so.

FIFTEENTH CHARGE.

That he is one of a ring, known as the "Freedmen's Bureau Ring," whose connections and influences are with the Freedmen's Savings Bank, the freedmen's schools of the South, the political machinery of a party in the southern States; and whose position has been to devote the official authority and power of the bureau to personal and political profit.

This charge covered a wide field for investigation. Although more than two months had been devoted to the examination of witnesses on the part of the accuser of General Howard, it would have required more than two months more to have investigated the operations of the bureau in the Southern States. The difficulty appeared to be with reference to this charge that there were too many witnesses ready to sustain it, and too large an opening for scrutiny for the committee to permit it to be entered upon, to any considerable extent, in the time fixed by the majority of the committee. Besides, it was ascertained that the testimony offered would implicate others as high in position as General Howard himself, going to show that the bureau had been made an active engine for the election of governors, legislators, members of Congress and United States senators in the Southern States, the public money and property being freely used for these purposes. The majority of the committee would not allow any such field of investigation to be entered, and promptly refused to allow the witnesses ready to prove these facts to be subpoenaed or examined.

Sufficient evidence, however, did get in, to show that to such purposes the bureau was put. The general way in which the political operations were carried on was through the instrumentality of the officers and willing agents of the bureau, the freedmen schools and teachers, the missionaries sent out by the American Missionary Society, and the Freedmen's Savings Bank. The funds of the bureau were used by each of these, in the several departments in which they operated. Under the pretext of looking after the education and welfare of the freedmen, political organizations were effected, and the negroes instructed as to their political strength and power, by organizing them together in secret organizations. The poor freedman, deceived by pretended friendship, and quite willing to avail himself of the pittance distributed in support of his physical wants, fell into the purposes of these men, and submitted himself to the uses to which they put him. General Howard not only knew of this, but was the head of the movement. He proved this upon himself after the majority refused to hear further proof in support of the charges, by putting in as evidence the official report of Colonel John T. Spragne, assistant commissioner for Florida. This report was made to General Howard, and is dated October 1, 1867. Under the head of "politics and public meetings," he gives Howard an account of his political operations, and boasts having "registered 15,441 negro voters, against 11,151 registered whites," and states that he had "taken measures for

their quiet instruction, through the medium of sub-assistants, in their rights and duties under the reconstruction acts," &c., &c. The report further has the following under the head of "Freedmen's Bank and Trust Company."

Two branches of this company are located in Florida; one at Jacksonville, the other at Tallahassee. Both are in a flourishing condition. The rental of these respective offices is paid by the bureau, in compliance with orders received May last.

This, it will be recollected, is an *official* report, made by the immediate representatives of the Freedmen's Bureau, in Florida, still retained in office. The bureau at Washington had given directions in May, 1867, for the payment of the rent of these banks, wherever established in the Southern States. We shall refer more especially to these banks hereafter. It was offered to be proved that in South Carolina the assistant commissioner, Scott, had been elected governor of that State, by the corrupt use of rations, provisions, and transportations; that as an officer of the bureau, and having the control of this property, he, by and with the knowledge and connivance of Howard, did use such property to the extent of \$300,000 for this purpose. The names of the witnesses, men of high character and members of the republican party, were handed to the committee and subpoenas asked for them, by whom, it was stated by respectable persons, these facts could be substantiated. The majority of the committee refused to allow them to be summoned.

It seems that Mr. Langston, now one of the law professors in the Howard University, while a traveling bureau agent in the year 1868, was engaged in "working up the South," organizing colored political societies, in the interest of General Howard for the Vice-Presidency. General Howard confessed this to General Boynton. Howard claimed, however, in conversation with General Boynton, that he was a friend to General Grant, and, on invitation, had attended a meeting in the interest of General Grant, though, as he stated, "It might injure his (General H.'s) prospects for the Vice-Presidency." The fact of his aspiration to that position may account for much of the political machinery of the bureau in the South, and the useless expenditure of public money.

We find that as late as January and February, of this year, Alvord, on his tour through the South, in the capacity of general superintendent of education for the bureau, writes General Howard, as Commissioner of the bureau, reports which have been published by General Howard, with his indorsement.

The tone of these reports shows the interest the bureau is taking in the party politics of the South. Especially is this the case in the reports relative to affairs in Georgia, where it seems this superintendent of education takes side with the Bullock party. Among other things, he says that "General Terry is very firm, and the commission on membership is earnestly at work. One old friend of ours (I need not give his name) seems to be foolishly selling himself, and his party, if he can, to the opposition. Not a colored member goes with him in either house, even though he were honest in saying that he 'can hold the balance of power, and afterwards twine it into the hands of the republicans.' He greatly over-estimates his strength. His best friends in all the States will drop him. Passing through the halls of the house, I overheard a group of democratic leaders cursing him. His more intimate advisers I have seen and know their character, and can assure you that no true republican here stands by him." In his report of January 28 there is a blank, with significant stars in that part of the report, treating on the "political situation" of Georgia, showing that Howard has suppressed the political part of the report. In his report from Augusta, Georgia, he says that,

“almost to a man, the entire freed people of the State are intensely loyal, and the colored members-elect of the approaching legislature will vote to sustain the action of Congress.” Such is the mission of Alvord, acting under the orders of his chief. What this mission has to do with his business as “general superintendent of education” we are at a loss to know, and yet General Howard, as Commissioner of the bureau, publishes the report as signed by Alvord in his official capacity, and with his accompanying statement that “he hopes that it will be carefully read.” We might refer to and quote from other official reports to Howard, made by bureau agents and published by Howard, showing the part taken by Howard and his agents to control the political affairs of the South through the negro vote, of which, that of Colonel Sprague, assistant commissioner for Florida, already referred to, is a sample; but the limits of this report prevent.

The grossest and most unpardonable frauds, perpetrated through and by the officers of the bureau, are known all over the country as the bounty claim funds. Abundant testimony was offered to show the extent, character, and complicity of bureau officers in these. The practice is for these agents to buy up or procure in some way, from the poor colored soldier, a transfer of his claim to themselves, and then to pay themselves from the public funds in their possession the full amount of the claims. Howard had procured the passage of the act which allows him to keep possession of the amounts necessary to meet such claims, which he calls *his* retained bounty fund. To show the enormous amounts thus obtained by him, we refer to his official statement, produced before the Committee of Refugees, Freedmen and Abandoned Lands, of the House of Representatives, in March, 1870.

BOUNTY ACCOUNT.

Amounts received from bounties, prize moneys, &c.	\$8,097,980 89
Amount paid to March 1, 1870.	6,840,989 64
	<hr/>
Balance on hand March 1, 1870	1,256,991 25
	<hr/> <hr/>

Thus it is seen that over one and a quarter million remain in the hands of Howard on this amount alone. Whether it is in safe-keeping or not may be judged by the evidence already referred to, which no unprejudiced or disinterested mind can be long in determining. About thirty thousand of these colored men are missing, or who have not made application, and in almost all cases from one to two years elapse between the application and the final decision of the bureau, whether the papers were regular, and the claimant entitled to pay. Thus, between the absence of claimants and the delays interposed by Howard and his officers, this enormous sum may remain in his hands for an unlimited period. That these frauds have been practiced upon the freedmen to an alarming extent, there is no doubt.

It is in evidence that General Howard confessed to General Boynton that he (Howard) knew that such frauds had been practiced by certain persons in Kentucky. General Burbridge, of Kentucky, was called as a witness, who testified that he had written Howard and had received an answer from him on the subject of buying up claims. It was then proposed to prove by the witness that such frauds had been practiced, and that officers of high position in the Freedmen's Bureau were parties to such frauds; that they were perpetrated through the bureau with the

knowledge of Howard; but the majority refused to allow the witness to be interrogated in reference to these frauds.

Among the many agencies used by the bureau to carry out its objects in the Southern States, the American Missionary Society holds a prominent place. This society, as has been stated, was incorporated by the State of New York "for the purposes of conducting missionary and educational operations, and diffusing a knowledge of the Holy Scriptures in the United States and other countries." These were its objects, as declared in the act of incorporation. Its chief office is in Boston, the president being the Rev. Dr. Kirk, of that city, and its treasurer Mr. Edgar Ketcham, of New York, the counsel of General Howard before the committee of investigation, who resides in the latter-named city. The society is purely religious, and, as given in evidence, confines itself to the support of the evangelical churches. It has established agencies throughout the Union, but operates chiefly in the South. In almost every southern city its missionaries may be found in active co-operation with the officers and agents of the bureau and the freedmen's savings banks. It has established schools and religious societies there, nearly all of which are supported by the funds derived from this source. To further extend the area of its influence, it publishes a monthly periodical, called the "American Missionary." This is edited in the interests of Howard and the republican party, and in hostility to all other religious denominations but what it terms the "evangelical." One of the apparent aims of this periodical is, to create animosities and hatreds in the heart of the poor colored man against white men amongst whom he lives. We have space for only two extracts from the June number, which are as follows—page 132:

A question as to mental ability: Which is the most talented, the white man or the black? Those who think the colored people of the South have had help enough are answering this question. Take a case in point: Before the war, southern politicians ruled the nation. The mightiest statesmen of the North yielded to their talents or threats. Now, the freedmen, having the ballot, are called upon to cope with these same southern politicians, and yet some northern people tell us that the negroes need no further assistance, or moral assistance. Is this a concession of superiority, or is it a thoughtless, perhaps culpable rejection of further responsibility to the colored man.

Again, on same page, the following:

As the Roman Catholic Church is now making extraordinary efforts to enshroud forever this once unfortunate race in Popish superstition and darkness, and as there are nowhere else in the world four millions of people so eager to learn, so anxious for Bible truth, and so near at hand for Christian labor as the freedmen, therefore,

Resolved, That we, as a conference of the Evangelical Association, greatly rejoice over the labors of the American Missionary Association, and do sincerely desire to materially assist in educating and evangelizing this once oppressed people, and would therefore recommend that the ministers of the various charges of the Ohio conference lift collections, when practicable, and forward them to Rev. E. M. Cravath, 176 Elm street, Cincinnati, Ohio; or to Rev. O. F. Markham, Oberlin, Ohio."

This periodical is distributed by the association, through its teachers, among the freedmen. To this society, organized and prosecuted to accomplish these objects, General Howard has disbursed in three years nearly a quarter of a million dollars of the people's money. Its treasurer is his legal adviser; the son of its treasurer was, for some time, his chief of staff, and assistant in Washington; his brother, Charles Howard, is now the agent and superintendent of this association at Chicago, with a salary of \$3,500 a year, and who, as proved by Dr. Whipple, the secretary of the association, alone had disbursed the chief part of the quarter million donated by Howard. The bureau has transported teachers and missionaries of this association, at government expense, from the North to the midst of the freedmen in the South, and has built with bureau funds a large number of school houses in the

South, and has given them to this association. The most barefaced robbery is effected in this way. These school-houses are built in whole or in part out of the bureau funds, and are given to this association. The association opens schools in these school-houses and receives rent from the bureau, at the rate of \$10 for each thirty scholars taught therein. For example, Mr. Alvord states, in his report to General Howard, that "the Ely school, (at Louisville, Kentucky,) in charge of the American Missionary Association, has seven teachers and three hundred pupils in the commodious house recently built by the bureau." According to Dr. Whipple's testimony, the bureau pays to that association, for this house, \$100 per month as rent. He says that the bureau pays at this rate, even when the house was wholly built out of bureau funds. In this way the government is this moment paying for hundreds of school-houses which were built out of government funds. Thus, this association is in all respects an adjunct to the bureau, deriving its main moneyed support from that source, which it uses in exercising power over the ignorant colored man.

This association has the right to teach whatever doctrines it chooses, but General Howard had no right to support it or any other religious association in promulgating their religious opinions with government funds. We shall not discuss the merits or usefulness of this association, but we believe that the great body of those people who sympathize with or are members of it will condemn its officers for their transactions with the bureau, and for having accepted and used government funds in the manner revealed by the testimony.

Another active agency in this great conspiracy against the people of the United States, prosecuted through this bureau, are the freedmen's savings banks. These institutions are of the same character, and governed by the same men. These are but a part of the machinery by which the poor negroes are plundered and made subservient to the political and selfish designs of those who, clothed with authority, are sent down among them for that purpose, under the pretext of affording protection and sympathy. The extent of the power of these banks cannot be over-stated. The money already obtained from the colored people, and retained and used by those who received it, now amounts to several million dollars.

The following official statement of the parent bank, at Washington, for March, 1870, will show these in detail:

Financial statement of the National Freedmen's Savings and Trust Company for the month of March, 1870.

(Principal office, No. 507 Seventh street, Washington, D. C.)

Branches.	Cashier.	Deposits.	Drafts.	Amount due depositors.
Atlanta, Ga.....	Phillp. D. Cory.....	\$5,181 22	\$2,805 65	\$10,747 51
Augusta, Ga.....	David A. Ritter.....	6,093 68	3,493 88	38,327 90
Baltimore, Md.....	Samuel Townsend.....	16,695 73	16,019 82	111,886 18
Beaufort, S. C.....	N. R. Scovel.....	80,237 33	71,541 61	80,007 66
Charleston, S. C.....	Nathan Ritter.....	67,324 97	45,455 10	153,929 50
Chattanooga, Tenn.....	E. O. Tade.....	2,309 60	910 63	4,885 82
Huntsville, Ala.....	L. Robinson.....	7,927 72	5,142 03	21,664 19
Jacksonville, Fla.....	W. L. Coan.....	80,801 69	79,032 42	61,164 30
Louisville, Ky.....	Horace Morris.....	27,374 81	16,947 31	97,481 25
Macon, Ga.....	T. G. Steward.....	2,720 63	2,402 85	18,146 16
Memphis, Tenn.....	A. M. Sperry.....	15,076 45	12,473 13	74,335 23
Mobile, Ala.....	C. A. Woodward.....	40,525 00	36,570 50	68,005 33
Nashville, Tenn.....	John J. Cary.....	9,829 63	7,010 18	62,671 64
Newbern, N. C.....	C. A. Nelson.....	20,850 71	23,819 31	46,779 59
New Orleans, La.....	C. S. Sauvinet.....	80,632 56	51,060 88	181,795 65
New York City, N. Y.....	John J. Zullo.....	9,229 12	6,075 03	37,834 12

Financial statement of the Freedmen's National Savings and Trust Company, &c.—Continued.

Branches.	Cashier.	Deposits.	Drafts.	Amount due depositors.
Norfolk, Va.....	H. C. Percy.....	\$15,651 39	\$13,332 09	\$21,526 26
Philadelphia, Pa.....	Wm. Whipper.....	7,103 11	3,594 40	14,200 02
Richmond, Va.....	Chas. Spencer.....	19,878 57	11,421 24	62,156 36
Raleigh, N. C.....	G. W. Brodie.....	6,643 31	4,712 19	15,410 56
Savannah, Ga.....	I. W. Brinkerhoff.....	28,692 46	20,163 66	100,128 97
St. Louis, Mo.....	Willis N. Brent.....	8,121 77	4,899 03	29,384 79
Tallahassee, Fla.....	Wm. Steward.....	4,947 39	6,083 53	21,325 24
Vicksburg, Miss.....	Benj. A. Lee.....	112,179 17	90,491 72	159,026 69
Washington, D. C.....	Wm. J. Wilson.....	103,063 62	51,585 79	253,442 78
Wilmington, N. C.....	B. G. Bryan.....	11,940 42	9,177 76	26,481 97
		797,034 26	602,274 79	1,852,345 67
Total amount of deposits for the month.....				\$797,034 26
Total amount of drafts for the month.....				602,274 79
Net gain for the month.....				194,759 45
Total amount of deposits.....				13,402,816 21
Total amount of drafts.....				11,550,470 54
Total amount due depositors.....				1,852,345 67

All communications, including remittances to and drafts on the company, will be addressed to its officers, Washington, D. C., banking house, 507 Seventh street.

D. L. EATON, *Actuary.*

SAM'L L. HARRIS, *Financial Inspector.*

J. W. ALYORD, *President.*

GEN. O. O. HOWARD, *1st Vice-President.*

REV. D. W. ANDERSON, *2d Vice-President.*

An alphabetical list of the trustees of the Freedmen's Savings and Trust Company, chartered by Congress March, 1865.

PRINCIPAL OFFICE, NO. 472 SEVENTH STREET, WASHINGTON, D. C.

Name.	Residence.	Name.	Residence.
Alyord, John W.....	Washington, D. C.	Graves, R. R.....	New York City.
Anderson, D. W.....	Do.	Garnett, H. H.....	Do.
Augusta, A. T.....	Do.	Hatch, A. S.....	Do.
Baldwin, Abraham.....	New York City.	Hatch, Walter F.....	Do.
Ballard, Bland.....	Louisville, Ky.	Holmes, Samuel.....	Do.
Balloch, George W., General.....	Washington, D. C.	Howard, Charles H., General.....	Washington, D. C.
Barnes, A. S.....	New York City.	Huntington, William S.....	Do.
Barrett, Joseph H.....	Cincinnati, Ohio.	Kimball, John, Rev.....	Do.
Bond, Hugh L.....	Baltimore, Md.	Ketchum, Edgar.....	New York City.
Booth, William A.....	New York City.	Ketchum, A. P.....	Do.
Bowen, Sayles J.....	Washington, D. C.	Lambert, E. A.....	Do.
Brice, B. W., General.....	Do.	Lewis, Walker.....	Washington, D. C.
Brodhead, James M.....	Do.	Low, J. P., Colonel.....	Charleston, S. C.
Caldwell, S. B.....	New York City.	Purvis, Charles B.....	Washington, D. C.
Chaffin, William.....	Boston, Mass.	Richards, Zalmon.....	Do.
Clephane, Lewis.....	Washington, D. C.	Samuel, Henry.....	Philadelphia, Pa.
Coe, George S.....	New York City.	Saxton, Rufus, General.....	Atlanta, Ga.
Collins, Charles.....	Do.	Stewart, J. J.....	Baltimore, Md.
Cooke, Henry D.....	Washington, D. C.	Townsend, Samuel.....	Do.
Cole, John A.....	Do.	Talbot, S., Rev. Bishop.....	Washington, D. C.
Coffin, Levi.....	Cincinnati, Ohio.	Underwood, John C., Judge.....	Alexandria, Va.
Davis, Thomas.....	Providence, R. I.	Wallis, A. H.....	New York City.
Drew, William P.....	Washington, D. C.	Walden, J. M., Rev.....	Cincinnati, Ohio.
Elyans, John R.....	Do.	Whipple, George, Rev.....	New York City.
French, E. B.....	Do.	Whittlesey, E., General.....	Washington, D. C.

An inspection of the evidence will show that this bank has either become a part of the bureau, or the bureau has become a part of this bank. The rent of the branches in Florida and other States was paid out of the bureau funds by order of General Howard. Half of the expenses of the branch in New York City were paid by the bureau. The furniture for the bank in this city was paid for in part by the bureau. During the last year \$3,516 50 of the expenses of these banks was paid

by the bureau out of government funds. General Howard was its first vice-president, and Alvord, the general superintendent of education of the bureau, was its president.

Among its trustees will be seen the names of Charles Howard, assistant commissioner Freedmen's Bureau; General Balloch, disbursing officer Freedmen's Bureau; Henry D. Cooke, treasurer Young Men's Christian Association; John A. Cole, financial agent Howard University; John R. Elvans, trustee Barry farm fund; Edgar Ketchum, treasurer American Missionary Association; George Whipple, secretary American Missionary Association; and General E. Whittlesey, inspector of schools, Freedmen's Bureau.

It held on deposit the Barry farm fund, Howard University funds—dealt in Congregationalist church bonds, Young Men's Christian Association bonds, and was the appointed agent of this bureau to pay out colored soldiers' bounties in the Southern States.

It was a part of the business of bureau agents to solicit deposits in these banks. Alvord, the president of this bank and general superintendent of education in the bureau, in his reports to General Howard, written during his tour through the South, last January and February, and already referred to, makes frequent mention of the American Missionary Association, the republican party, the schools, and these banks; but it is impossible to tell which he considers the most important, except in his report from Chattanooga, in which he contends that "the banks are doing more for the people than the schools."

We consider it one of the highest duties of Congress to protect the interests of the government as well as the equal rights of the people. No subject can be of more pervading public concern than that which reaches the social, religious, and political prejudices of classes. The Freedmen's Bureau has been made a mighty engine of power, by which to control an entire section of the Union, and bring it under partisan subserviency. To accomplish this, the public treasury has been freely used in various ways. Emissaries have been dispatched to the South with the Bible in one hand and the purse in the other, and who have been backed up and sustained by both the military and civil power of the government.

Thus successful applications were made to the necessities and ignorance of a people who had not learned the arts of the demagogue, nor the wiles of politicians. Under the pretense of giving him protection, the negro was plundered of his just dues; under the pretense of teaching him religion and morality he was taught a hatred of his best friends; under an avowed object of teaching him his political rights and duties, he was drilled into a voting machine, and made tributary to the aspirations of those who said they came to enlighten him; under the plea of shielding him from oppression, hard labor was wrung from him, and his little earnings, once obtained as deposits in freedmen's savings banks, were used for the profit of those who had the control of them.

This bureau had its ramifications everywhere. Its officers and agents were to be found in every State, county, and voting precinct of the South; no election could be held but that some of them were found on the spot, exercising political power over the new-made citizen, and the leading candidates for the principal offices were the self-nominated representatives of the Freedmen's Bureau.

A majority of the members of the legislatures of the so-called reconstructed States last year were either taken from this class, or the immediate dependents of it; the civil government, what there was of it, was in their hands. The bureau was the great absorbent of the only civil

authority there. Whenever this power was disturbed an appeal was made to Congress, and a new reconstruction ordered. To ascertain the whole of public money devoted to these purposes and distributed through the bureau would be impossible, no public record will now tell it. The official report of General Howard to Congress, in December last, places it at about thirteen million dollars. This is very far short of the actual sum disbursed through the bureau. The counsel for General Howard, in his argument before the committee, in his final summing up of the case, in the presence of General Howard, stated, with his consent and approval, that this amount exceeded this sum, and "ranged from \$13,000,000 to \$20,000,000." It is safe to conclude that the latter more nearly approaches the true amount. A large part of the amount received and spent came from abandoned and confiscated property that is not named in the amount appropriated by Congress. There is no other statement of the sum received from this source than that which is given by the bureau itself. The whole amount which came into the possession of Howard and his numerous agents in the late Confederate States is within his and their knowledge alone.

The undersigned are conscious that what they have presented, and the evidence elicited, give but an imperfect view of the transactions of this bureau, and of the conduct of General Howard and those who acted under him; that this excrescence on our body politic was established and has been used for partisan purposes and to secure party supremacy is too manifest to require further illustration here. There has scarcely been a decent attempt to disguise or conceal this fact. For this purpose General Howard was selected as the principal agent, and millions of the people's money placed at his absolute control and that of his accomplices, with no sufficient checks or guards to protect the public and secure an honest administration of the fund for the ostensible purpose for which it was established. This fund placed in the hands of General Howard, coming from the sweat and toil of a tax-burdened people, exceeded the entire revenues and expenditures of the federal government for all purposes during the eight years of Washington's administration. The field of his operations was greater in area than that of France, Prussia, Austria, Italy, Great Britain, and Ireland. Such opportunities and temptations were never before in the history of the world held out to a gang of eager and hungry cormorants. The means of covering up their tracks and concealing their frauds were ample and complete, and the means of detection imperfect and elusive. The facts proven have been gotten at with difficulty, and were mainly wrung from reluctant and unwilling witnesses. They give but a glimpse into the dark and wicked machinations that can only be fully revealed when all mankind stands unmasked at the bar of final accounts. The evidence is fast disappearing, most of it being in the control of those implicated; and even with a committee or tribunal anxious to drag these transactions into the light of day, but a comparatively small portion of the peculations of the agents of the bureau could now be exposed. That the party which employed this bureau as an effective and valuable partisan agency should now hesitate to bring its agents to the bar of public judgment for their frauds and evil deeds, and should put obstacles in the way of those who desire to elicit the truth, is perhaps not a matter of great surprise. They, at least, did the party work well for which they were employed, and their peculations must now be covered up or winked at. But these evasions will not longer satisfy an indignant public. The people are tired of being plundered to keep any party in power; and those who have robbed the people of their hard earnings,

and in the name of humanity and Christian philanthropy have first misled, duped, and debauched, and then swindled the ignorant negroes whom they pretended to befriend, cannot always escape a just retribution for their hypocrisy and their crimes.

With these comments we commit to the House and to the country our views of the operations of the Freedmen's Bureau, which the majority of the committee has permitted to come before us in the way of public documents, and such testimony of witnesses as were produced.

A generous and grateful people will thank the Hon. Fernando Wood for his single-handed and gallant attack upon the abuses and corruptions of the Freedmen's Bureau, of which they have so long complained, and which has been so successfully made in this investigation. We submit for consideration the following resolution, and ask its adoption :

“Resolved, That a copy of the testimony taken by the Committee on Education and Labor, in the investigation of the charges made by the Hon. Fernando Wood, of New York, against Major General Oliver O. Howard, be referred to the Secretary of War, with directions to order a court-martial for the trial of said Howard upon the charges so made.”

And, also, the following joint resolution :

“Resolved by the Senate and House of Representatives of the United States in Congress assembled, That the Secretary of War be, and he is hereby, directed to take the necessary measures to secure the interests of the government in the Howard University, its buildings and grounds, and the lands held by that corporation, which were paid for by public funds, and to hold the same subject to the further action of Congress; and that the Secretary of the Treasury be, and he is hereby, directed to take necessary measures to recover to the United States any moneys drawn by General O. O. Howard from the treasury of the United States as Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, and disbursed in aid of churches, religious associations, and educational institutions, not in pursuance of law.”

All of which is respectfully submitted.

THOMPSON W. McNEELY,
Representative Ninth District Illinois.
ANTHONY A. C. ROGERS,
Representative Second District Arkansas.

INTRODUCTORY REMARKS BY HON. MR. WOOD, GENERAL HOWARD, ETC.

At a special meeting of the committee held on the 8th of April, convened for the purpose of determining the time and manner of proceeding with the investigation, Hon. Mr. Wood and General Howard being present, the former, by invitation of the chairman, made the following remarks:

Mr. CHAIRMAN: I do not know that I have really anything to say more than I said in the House the other day. For the last two years I have, as some gentlemen present know, had the impression that the Freedmen's Bureau had been improperly managed. The subject was under discussion two years ago, when Mr. Eliot was chairman of the committee on the Freedmen's Bureau. I opposed the passage of the bill at that time, and, in the course of my remarks, I incidentally made some allusion to the head of that bureau, which was referred to the other day in the House by Mr. Peters, of Maine. I merely alluded to the fact that certain statements were made which I then knew nothing about. Since that time I have incidentally heard other things, to which, as a public man, my attention was called, but which I should have probably never taken any further notice of but for the letter I received from General Howard the other day, the conclusion of which appeared to invite investigation. I then looked into some papers that had been placed in my possession, and examined them very carefully for three or four days. I sent for the parties who were my informers, and notified them that, if I deemed the matter of sufficient importance to bring it before the House, it would be incumbent upon them to sustain the accusations with proof, for I knew nothing about them. I had the assurance that it should be done. I then took the course which you have heard in the House. I then selected the committee on the Freedmen's Bureau, supposing that committee to be very familiar with the duties of that bureau; and it seemed to me the most proper committee, from its title, to investigate matters pertaining to that bureau. I did not make that selection because I had not confidence in this committee; on the contrary, I had the very highest appreciation, not only of the integrity of the gentlemen who compose this committee, but of their ability to do what is right.

I can only say further that of my own personal knowledge, of course, I cannot know anything on this subject; this was the first time I had ever seen the gentleman against whom these charges are brought. I never had any transaction with the bureau; never had any official correspondence with it; have never transacted any business with it, either in Washington or elsewhere, either for my constituents or for any other person. I am in a position, therefore, not to have any prejudice on the subject; I am in a position to act as impartially and as judicially in this matter as the members of this committee. If I have any prejudices at all, in consequence of the military career of General Howard, they are in his favor. But I heard so many things, that I thought it was due to me, due to the public service, due to this bureau, which has disbursed so large a sum of money, and which is now to be deprived, by legislation, of most of its power, as well as due to General Howard himself, that an opportunity should be afforded for this investigation; and I have presented these charges rather from that motive than from any desire to obtain any personal or political advantage from the result.

I will only add that I am prepared to go right on, and only wish the committee to open their doors to the widest latitude, and allow the matter to be thoroughly investigated; that they will give General Howard an opportunity to rebut anything that may be produced against him, and also give me the opportunity, so far as I may able, to prove anything that is alleged. I will suggest, for the convenience and dispatch of these proceedings, that it would be well to take these specifications up *seriatim*, specification by specification; but, if any witness shall be called with reference to a particular specification who may have knowledge regarding other specifications, of course he will be examined as to all he knows, and thus save the trouble of recalling him.

The CHAIRMAN inquired of Mr. Wood whether he had a list of witnesses prepared to submit to the committee.

Mr. WOOD. My supposition was that the committee, at this meeting, would fix the time for entering on the investigation; I will state that I have witnesses in reference to each specification. My desire is to facilitate these proceedings as far as possible; and it will therefore be necessary for me to have counsel to represent me, as I take it for granted General Howard will desire also to have.

General HOWARD. Mr. Wood's course of procedure suits me very well; I only want the opportunity to make a full investigation. I asked for it once of the President, when these charges were afloat about the country; I asked for it of both Houses of Congress on another occasion; and I am entirely gratified now that it has been given. I would like to have the charges up as they are made, *seriatim*; and when the prosecution is done, I shall be very glad to make answer.

Mr. ROGERS inquired whether there would be objection, in case of the absence of either party, to the committee going on with the investigation.

Mr. WOOD. Permit me to say again that it will be a great convenience to me if I shall be permitted to be represented here; then my absence need not delay the investigation; the committee can sit at its own convenience, and not at mine. Otherwise, if I am compelled to conduct the examination of witnesses, men whom I never saw and know nothing about, being no lawyer myself, but only a layman, it would lead to some delays.

General HOWARD. I will suggest that, to save expense to the government and the time of the committee, there might be some points upon which, by mutual agreement, as the investigation proceeds, the necessity of incurring great expense by sending long distances for witnesses might be obviated. I shall prefer, of course, that the witnesses should come.

Mr. WOOD. Upon the subject of counsel I desire to speak positively. These specifications go, as the committee will see, very largely into detail; they are of such a nature as to require detail testimony to sustain them. There should be some person who is able to classify the testimony and analyze it. It would take me days and nights, working continually, to do that; I positively cannot do it; nor am I qualified for it by education or profession; I am a merchant. I must have some person to do that. I have now nobody in view, but, if you will tell me to go on to-morrow morning, I will have some person with me who is familiar with taking down testimony, classifying, and all that. If that request is granted—and I assume that you will not deny it—then you may go on from day to day as rapidly as you please.

Mr. HOWARD suggested the additional difficulty of having counsel in respect to keeping the proceedings of the committee secret.

Mr. WOOD. In reply to that, I will say that I think lawyers always keep their clients' secrets. There will be no difficulty in reference to that. I will guarantee, so far as I am concerned, that I will bring a person of very high character, in whom you will all have confidence.

General HOWARD. I will state to the committee that I am in the same condition with Mr. Wood in reference to conducting this investigation; I am not a lawyer, but a soldier. I was, however, relying rather upon a simple, truthful statement of the case, and analysis of the testimony, which I was quite willing to leave with the committee.

The CHAIRMAN inquired whether the design was to call witnesses from a distance.

Mr. WOOD. My attention has not been directed to that. I suppose, however, that you will take up the specifications in their order, and confine the testimony to a single point until it has been finished, and then proceed to another. There is one of these specifications, I think the last one, which appears to go outside of the District of Columbia, which makes reference to the management of the bureau; I do not know how far I shall go into that; I will probably be governed very much by the time of the committee on that subject. There is also one specification which seems to refer to matters in Tennessee, but I understand the testimony in reference to that is here in Washington.

On the 13th of April, the day fixed upon for the commencement of the investigation, all the members of the committee were present; as also were Mr. Wood and his counsel, Joseph H. Bradley, esq., of Washington, and General O. O. Howard and his counsel, Edgar Ketchum, esq., of New York. Mr. Wood, being called upon for any preliminary statement he desired to make, remarked as follows:

MR. CHAIRMAN AND GENTLEMEN OF THE COMMITTEE: It is, perhaps, proper for me to state that I am here personally in this matter, in an official capacity, and perhaps, to some extent, a judicial capacity. I am not the enemy, in any sense of the word, of the gentleman whose official conduct we are to investigate. I never saw him until I met him in the room of this committee last week. I have never had a disagreement with him, have never had a transaction with his bureau, and have no prejudice against him; indeed, if I have any prejudice, they are, from his military record, rather in his favor. I should never have offered the resolution I did but for the request, as I construed it, of General Howard, in his letter to me.

Two years ago, when a Freedmen's Bureau bill was under consideration in the House, I made some remarks against it, and against the proposition it contained for the prolongation of the Freedmen's Bureau; and in the course of my remarks I stated that I was then in possession of information which, in my judgment, reflected upon the administration of that bureau. Mr. Eliot, chairman of the committee on that subject, immediately rose in a good deal of excitement, and said it was untrue, &c. I then said that if the House would give me an investigation, I would make an effort to prove these charges. This was referred to the other day in the House by Mr. Peters, of Maine.

General Howard appeared to invite the investigation; and I am not surprised that he did, because these rumors have been going on for years, and his official connection with the bureau is about to be closed. What I have done has been from a sense of public duty, and from a desire to have a full investigation. I do not appear here, in any sense, as a prosecutor. I do not appear here, in any sense of the word, with malice.

or from any personal or political hostility to this gentlemen. Neither himself nor his best friends will be more gratified at the complete vindication of his course than I shall be; and if we fail to substantiate the charges against him, no member of the House will be more ready to congratulate him on the result than myself, who have presented the charges against him.

The facts were put in my possession, with the names of the witnesses, the dates, and the papers upon which to sustain the allegations. I required that they should be put in my hands before I took the course I did in the House. I am, therefore, prepared to go into this investigation, not as in a court of law, but as in a court of inquiry simply; the committee acting as a grand inquest for the purpose of examining into the facts under the resolution of the House of Representatives. I am prepared to proceed in that manner for the purpose of eliciting the truth.

As to my counsel, I have only asked for counsel as a matter of convenience. I am a member of two important committees of the House: I am on three sub-committees of the Committee on Foreign Affairs. I am in almost continual attendance on the Committee of Reconstruction, of which I am a member. I have a large constituency, and am in receipt of fifty letters a day from the city of New York, and these duties render it physically impossible for me to perform the labors imposed upon me by this investigation, without the assistance of some gentleman of experience in the legal profession to attend to the examination and collation of the testimony. I am not a lawyer; I am not professionally educated to the law, and a great many questions will necessarily arise for the discussion of which I am unprepared; and it is in that point of view that I desired the assistance and advice of counsel, and not with any intent, as has been declared since this investigation commenced, of pursuing General Howard; not with the intent to take advantage of any technical point. If my counsel follows my advice, he will avoid any such line of construction, but will endeavor to secure a clear, honest, fair examination, to be determined by the principles of common sense pursued in ordinary business life.

I notice, in an evening paper, a statement to the effect that the employment by Mr. Wood of Mr. Bradley indicates a purpose on his part to pursue General Howard with malignity. I have no such purpose or feeling. It is the furthest from any motive that I have. I desire the attendance of Mr. Bradley to do what I am wholly unable physically to do myself.

The CHAIRMAN. The committee understand you to say that you have no personal knowledge of the facts charged.

Mr. WOOD. I do not know that I exactly understand what definition the chairman puts upon the term "personal knowledge." I do not know that the Speaker's chair stands in the hall of the House; it may have been removed since yesterday. I was never inside this bureau; I have not examined its books; I have had no personal transactions with it; therefore I can only know the facts alleged from the representations of others.

Mr. TOWNSEND. You do not propose, then, to offer yourself as a witness.

Mr. WOOD. I am not in a position to know any fact that I could testify to.

Mr. BRADLEY said that he, like Mr. Wood, had not a particle of animosity toward General Howard; that no man would be more gratified than he (Mr. Bradley) to see General Howard acquitted.

Upon invitation of the committee, General Howard remarked as follows:

REMARKS.

With the permission of the committee, I wish simply to state, in reference to this investigation, that I sought it of the President when these charges first appeared in western papers; and when they were reiterated in the public press, I sought it of both houses of Congress. I did not intend to ask it of Mr. Wood in the letter I wrote to him. I thought the statement he had made on the floor of the House in respect to myself was a mistake on his part; I thought somebody had put it into his mouth, and I wrote to him that I thought if he would examine carefully into every transaction, his conclusion would be the same as mine.

I wish to say that I have never imputed to him, even in my heart, a malignant purpose; nor have I to his counsel. They know their motives best. I merely stand here to answer to the charges.

At 12 o'clock m., the committee adjourned until 10 o'clock the next day, (14th instant,) when the examination of witnesses was commenced.

TESTIMONY

IN THE

HOWARD INVESTIGATION.

MEMBERS OF THE COMMITTEE ON EDUCATION AND LABOR.

Samuel M. Arnoll, of Tennessee, <i>Chairman</i> . John Beatty, of Ohio. George F. Hoar, of Massachusetts. Washington Townsend, of Pennsylvania. Charles M. Hamilton, of Florida.	}	Samuel S. Burdett, of Missouri. James N. Tyner, of Indiana. Thompson W. McNeely, of Illinois. Anthony A. C. Rogers, of Arkansas. Legrand W. Perce, of Mississippi.
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Counsel for Hon. Fernando Wood—JOS. H. BRADLEY, Esq., of Washington.
Counsel for General O. O. Howard—EDGAR KETCHUM, Esq., of New York.

WASHINGTON, D. C., April 14, 1870.

SIMON WOLF sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside at 618 Eighth street, Washington. I am recorder of deeds for the District of Columbia.

Q. Have you with you copies of the deeds mentioned in the subpoena served upon you?—A. I have; there are copies certified under the seal of the office.

Mr. BRADLEY put in evidence the copies of the deeds, as follows:

Deed—part of Smith farm.

“ JOHN A. SMITH and WIFE }
 to
 “ General GEORGE W. BALLOCH. } ”

“ This indenture, made this twentieth day of December, in the year of our Lord one thousand eight hundred and sixty-six, between John A. Smith and Sally Smith, his wife, of the city of Washington, in the District of Columbia, of the first part, and George W. Balloch, *byt. brig. gen.*, and chief D. O. Bureau R. F. & A. L., trustee of retained bounty fund of colored soldiers enlisted G. O. 90 dept. Va. & N. C., 1864, of same place, of the second part, witnesseth: That the said John A. Smith and Sally his wife, for, and in consideration of, the sum of twelve thousand dollars, current money of the United States to them in hand paid, at and before the sealing and delivery of these presents by the said G. W. Balloch, trustee as aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain, and sell, enfeoff, convey, release, and confirm unto the said George W. Balloch, *byt. brig. gen.*, chief D. O. Bureau R. F. and A. L., trustee of retained bounty fund of colored soldiers enlisted under G. O. No. 90, dept. Va. & N. C., series 1864, or to his successor in office forever, all that certain portion of the lot of land formerly sold to John H. Eberbach, lying between Becket's lot and land sold to Wallach and others, according to notes of a survey made by Lewis Carberry in 1853. Beginning for the part now sold at the northwest corner of the lot at a bound stone, also the southwest corner of Becket's lot, thence, 1st, N. 71° E. 45 ps; 2d, S. 15½° E. 10 ps to Wallach's SE. corner; thence, 3d, S. 70½° W. 27 ps; 4th, S. 66½° W. 22.40 to turnpike line; 5th, N. 37° E. 13 to the place of beginning, containing three acres and twenty-two perches of land bordering on and north of the city of Washington, District of Columbia; said lot is known as Mt. Pleasant Farm, being the same conveyed by the Peter family to said John A. Smith, and recorded in register and recorder's office in the District of Columbia, the part now sold being according to notes of a survey made by B. D. Carpenter, December 20, 1866, together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same

belonging, or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of their, the said John A. Smith, and Sally Smith his wife, in and to the same. To have and to hold the said portion of lots or three acres and twenty perches of land and premises with the appurtenances, unto him the said trustee or his successor in office forever to him and his sole use, benefit, and behoof forever. And the said John A. Smith, and Sally Smith, his wife, for themselves, their heirs, executors, and administrators, by these presents, covenants, promises, and agrees to and with the said George W. Balloch, trustee as aforesaid, heirs, and assigns, in manner following, to wit: That they, the said John and Sally Smith, for themselves and their heirs, shall and will warrant and forever defend the said portion or lot of land and premises, with the appurtenances, hereby bargained and sold unto him the said G. W. Balloch, trustee, as aforesaid, or his successor, from and against them the said party of the first part, their heirs, and assigns, and all persons claiming, or who may claim, by, under, or through them, or any of them, and further, that they the said John A. and Sally Smith, and their heirs, shall and will at any and all time hereafter, at the request and cost of the said trustee, or his successor in office, make and execute any and every other deed or assurance in law for the more sure and effectual conveyance of the said property or lot of ground and premises, with the appurtenances, to the said trustee, or his successor in office, that the said trustee, or his successor in office, or his or their counsel learned in the law, shall or may devise, advise, or require.

"In testimony whereof the said John A. Smith and Sally Smith hath herunto set their hand and affixed their seal, the day and year first hereinbefore written.

"JOHN A. SMITH, [SEAL.]

"SALLY SMITH, [SEAL.]

"Signed, sealed, and delivered (having first been duly stamped) in the presence of—

"J. F. CALLAN.

"(Not subject to stamp duty.—L. Clephane, January 8, 1866, collector.)

"DISTRICT OF COLUMBIA, *Washington County, to wit:*

"I, John F. Callan, a notary public in and for the District and county aforesaid, do hereby certify that John A. Smith, party to a certain deed bearing date on the 20th day of December, in the year of our Lord one thousand eight hundred and sixty-six, and hereto annexed, personally appeared before me in the county aforesaid, the said John A. Smith being known to me to be the person who executed the said deed, and acknowledged the same to be his act and deed.

"Given under my hand and notarial seal, this 3d day of January, A. D. 1867. (Seal affixed.)

"JOHN F. CALLAN,

"Notary Public.

"DISTRICT OF COLUMBIA, *Washington County, to wit:*

"I, John F. Callan, a notary public in and for the District of Columbia and county aforesaid, do hereby certify that Sally Smith, the wife of John A. Smith, party to a certain deed bearing date on the 20th day of December, in the year of our Lord one thousand eight hundred and sixty-six, and hereto annexed, personally appeared before me in the county aforesaid, the said Sally Smith being known to me to be the person who executed the said deed, and being by me examined privately apart from her husband, and having the deed aforesaid fully explained to her, she, the said Sally Smith, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

"Given under my hand and notarial seal, this third day of January, A. D. 1867. (Seal affixed.)

"JOHN F. CALLAN,

"Notary Public."

Deed—Smith farm.

"JOHN A. SMITH *et ux.* }
to }
"HOWARD UNIVERSITY, }

"This indenture, made this twenty-fifth day of May, in the year of our Lord one thousand eight hundred and sixty-seven, between John A. Smith and Sally Smith, his wife, of the city of Washington, D. C., parties of the first part, and the Howard University, a body public and corporate under an act of Congress entitled 'An act to incorporate the Howard University in the District of Columbia,' approved March second, one thousand eight hundred and sixty-seven, party of the second part, witnesseth, that the said parties of the first part, for and in consideration of the sum of one hundred

and forty-seven thousand five hundred dollars, current money of the United States, to them in hand paid at and before the sealing and delivery of these presents by the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain, and sell, enfeoff, convey, release, and confirm unto the said party of the second part, its successors and assigns forever, all that tract and messuage of land lying and being situate in the county of Washington, and District of Columbia, lying east of the Washington and Rockville turnpike, and north of the boundary line of the city of Washington, being the farm on that part of the ancient demesne of 'Mount Pleasant,' known as Ellingham, and bounded and described as follows: Beginning at a bound stone on the east side of the said farm of Ellingham, marked Reg. P D, 1793; thence, with magnetic variation, $1\frac{1}{2}^{\circ}$ west, north one-half degree, east one hundred fifty-eight and fifty-one hundredths perches to stone marked No. 16; thence north eighty-nine and one-half degrees, west one perch; thence north one and one-half degrees, west eight perches; thence north seventy-two and one-half degrees, west thirty-five perches; thence north one-half degree, east two perches; thence north seventy-one and three-fourths degrees, west three and sixty-eight hundredths perches; thence south forty degrees, west twenty-four and seventy-five hundredths perches, } with $\frac{1}{2}^{\circ}$ variation to a stone marked P P; } thence north eighty-

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nine and one-half degrees, west forty and twenty hundredths perches; thence south two and one-half degrees, east thirty-four and ninety hundredths perches; thence south eighty-eight and one-half degrees, west twenty-eight perches; thence south two and one-half degrees, east eighty and forty hundredths perches; thence north eighty-nine and one-half degrees, east twelve and sixty-five hundredths perches; thence south two and one-half degrees, east thirty-eight perches; thence south eight-nine and one-half degrees, west twelve and sixty-five hundredths perches; thence south two and one-half degrees, east thirty-eight perches; thence south eighty-nine and one-half degrees, west twelve and sixty-five hundredths perches; thence south two and one-fourth degrees, east seventeen and forty-eight hundredths perches; thence south three and three-fourths degrees, west thirty-one perches; thence north seventy and three-fourths degrees, east forty-four and forty hundredths perches; thence south fifteen and three-fourths degrees, east forty-four perches; thence north eighty-one and one-fourth degrees, east twenty-four perches; thence north one-half degree, west seven and eighty-eight hundredths perches; thence north seventy-seven degrees, east forty-three and fifty hundredths perches; thence north twelve degrees, west fifty-four and seventy-five hundredths perches, to the point of beginning—containing one hundred forty-nine acres, two rods, and thirty-nine perches, more or less, as the same will more fully and at large appear by the plat and field notes of the survey thereof, made on the twelfth day of April, one thousand eight hundred and sixty-seven, by B. D. Carpenter, surveyor of Washington County, D. C., reference unto the same being hereby made; together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, dower, and right of dower and estate of the said parties of the first part in and to the same; to have and hold all and singular the above-granted premises, with the appurtenances thereto belonging, and every part and parcel thereof, unto the said party of the second part, its successors and assigns forever, to the sole use, benefit, and behoof of the said party of the second part forever. And the said John A. Smith, for himself, his heirs, executors, and administrators, by these presents covenants promises and agrees to and with the said party of the second part, its successors and assigns, in manner following, to wit: That he, the said John A. Smith, and his heirs shall and will forever warrant and defend the above-described premises, with the appurtenances hereby bargained and sold unto the said party of the second part, its successors and assigns, from and against any and all claims of the said parties of the first part and their heirs and assigns, and all persons whomsoever lawfully claiming, or who may claim the same, subject, however, to a certain lease made by the said John A. Smith to Thomas Coyle, dated February first, one thousand eight hundred and sixty-five, and giving the said Coyle the right to use and occupy certain sand veins on said farm, the said John A. Smith hereby transferring and assigning unto the said party of the second part all the rights, powers, authorities, and benefits accrued or accruing unto him, the said John A. Smith; and also saving and excepting the rights, powers, authorities, and benefits conferred upon the United States in and to a certain spring situate on said farm, under a deed made by the parties of the first part unto the United States of America, dated the second day of October and recorded the twenty-seventh day of November, one thousand eight hundred and thirty-three, in the record of deeds for Washington County, D. C. And, further, that he, the said John A. Smith, and his heirs shall and will, at any and all times hereafter, at the request and cost of the said party of the second part, its successors and assigns, make and execute any and every other

deed of assurance in law for the more sure and effectual conveyance of the said above-described and and aforementioned premises, with the appurtenances, to the said party of the second part, its successors and assigns, that the said party of the second part, its successors and assigns, or its or their counsel, learned in the law, shall or may devise, advise, or require.

"In testimony whereof the said parties of the first part hath thereunto set their hands and affixed their seals the day and year first hereinbefore written.

"JOHN A. SMITH. [SEAL.]
"SALLY SMITH. [SEAL.]

"Signed, sealed, and delivered (having been first duly stamped) in the presence of—

"M. C. SMITH,
"JNO. FRIS. CALLAN.*

["Stamped, \$147 50."]

Deed—Howard lot.

"HOWARD UNIVERSITY }
to
"OLIVER O. HOWARD. }

"This indenture, made this thirty-first day of December, in the year of our Lord one thousand eight hundred and sixty-seven, by and between the Howard University, a corporation instituted by act of Congress approved March 2, 1867, of the one part, and Oliver O. Howard, of the other part, witnesseth: That the Howard University, for and in consideration of the sum of one thousand dollars current money of the United States to it in hand paid at and before the sealing and delivery of these presents, by the said Oliver O. Howard, the receipt of which is hereby acknowledged, has given, granted, bargained, and sold, encoffed, conveyed, released, and confirmed, and by these presents does give, grant, bargain, and sell, encoff, convey, release, and confirm unto the said Oliver O. Howard, his heirs and assigns forever, lot No. eleven (11) in block No. four (4) in the subdivision of the farm of John A. Smith, made by the Howard University, on Seventh Street Road, north of and adjoining the city of Washington, according to the plat thereof, made by, and filed in the office of, the surveyor of the District of Columbia, reference unto the same being hereby made, the said lot aforesaid containing one acre, more or less, together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of it, the said Howard University, in and to the same, to have and to hold unto and for the only use and behoof of him, the said Oliver O. Howard, his heirs and assigns forever; and the said Howard University, for itself, its successors, heirs, executors, and administrators, by these presents covenants, promises, and agrees to and with the said Oliver O. Howard, his heirs and assigns in manner following, to wit: That it, the said Howard University, shall and will warrant and forever defend the said premises, with the appurtenances, its successors and assigns, and all persons claiming or who may claim by, under, or through it, them, or either of them; and it, said Howard University, hereby appoints A. K. Browne as attorney and agent, to appear before the proper officer and acknowledge this to be the act and deed of the said corporation, hereby ratifying and confirming the act of said attorney, and further, that it, the said Howard University and its successors shall and will, at any and all times hereafter, at the request and cost of the said Oliver O. Howard, his heirs and assigns, make and execute any and every other deed of assurance in law, for the more sure and effectual conveyance of the said premises, with the appurtenances, to the said Oliver O. Howard, his heirs and assigns, according to the true intent and meaning of these presents, that, in the opinion of counsel learned in the law, shall be necessary.

"In testimony whereof, the said Howard University, by its president and secretary, by virtue of a resolution of its trustees, thereunto lawfully appointed, dated December 2, 1867, have hereunto set their hands and seals, and the seal of said Howard University the day and year hereinbefore written as aforesaid, at the heading hereof.

"B. SUNDERLAND, *President pro tem.* [L. S.]
"E. W. ROBINSON, *Secretary.* [L. S.]

"Signed, sealed, and delivered in the presence of—

"LAURA SUNDERLAND,
"MARY CAPY,
"MAY PILLSCOAT.*

("Stamped \$1.")

["SEAL OF HOWARD UNIVERSITY."]

* The foregoing deed was accompanied by the usual acknowledgment.

Deed—Howard University lots.

"OLIVER O. HOWARD *et al.* }
 to
 "HOWARD UNIVERSITY. }

"This indenture, made the first day of October, in the year of our Lord one thousand eight hundred and sixty-nine, between General Oliver O. Howard, of Washington City, District of Columbia, and Elizabeth, his wife, parties of the first part, and the Howard University, a corporation created under and by virtue of an act of Congress approved March 2, 1867, party of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of one dollar in lawful money of the United States to them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, quit-claimed, and conveyed, and do by these presents grant, bargain, sell, alien, release, quit-claim, and convey unto the said Howard University the following lots of land situated on Howard University property, and designated on plat of sub-division filed in June, 1867, in the office of the surveyor of Washington County, as lots Nos. 27, 29, and 30, in block 12, containing, in all, 22,500 feet of land, together with all the improvements, ways, easement rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and all the remainders, reversions, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand, either at law or in equity, or otherwise, however, of the said parties of the first part, of, in, to, or out of the said lots of land, to have and to hold the said lots of land and premises and appurtenances, unto the said Howard University.

"In testimony whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

"O. O. HOWARD. [SEAL.]
 "ELIZABETH A. HOWARD. [SEAL.]

"Signed, sealed, and delivered in the presence of—

"J. A. SLADEN,
 "O. S. B. WALL."*

Deed—Lots in Square 1,054.

"MOSES KELLY *and ux.* }
 to
 "SAMUEL C. POMEROY *and al.* }

"This indenture, made this twenty-sixth day of February, in the year of our Lord eighteen hundred and sixty-eight, by and between Moses Kelley and Mary W. Kelly his wife, of the city and county of Washington, in the District of Columbia, of the first part, and Samuel C. Pomeroy, John R. Evans, and Oliver O. Howard, trustees for the educational fund, of the same place, of the second part, witnesseth: That the said parties hereto of the first part, for and in consideration of the sum of two thousand dollars lawful money of the United States, to them in hand paid by the said parties hereto of the second part, at the ensending and before the delivery of these presents, (the receipt whereof is hereby acknowledged,) have given, granted, bargained, and sold, aliened, enfeoffed, conveyed, and confirmed, and do by these presents give, grant, bargain, and sell, alien, enfeoff, convey, and confirm unto the said parties hereto of the second part, their successors and assigns forever, all those certain parcels of ground and premises lying and situate in said city of Washington, and known upon the public plats and plans of said city as and being lots numbered eight, (8,) nine, (9,) ten, (10,) eleven, (11,) in the square numbered one thousand and fifty-four, (1,054,) together with the buildings, improvements, rights, privileges, and appurtenances to the same belonging or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the estate, right, title, and interest, both legal and equitable of them, the said parties hereto of the first part, therein and thereto, to have and to hold the said described parcels of ground and premises, with the appurtenances, unto and to the use of the said parties hereto of the second part, their successors and assigns forever.

"And the said Moses Kelly, for himself and his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with the said parties hereto of the second part, their successors and assigns, the said hereinbefore described parcels of grounds and premises, with the appurtenances, to warrant and forever defend unto the said parties hereto of the second part, their successors and assigns, from and against the lawful claims and demands of all and every person and persons whomsoever; and

* The foregoing deed was accompanied with the usual acknowledgment.

further, that he, the said Moses Kelly, and his heirs, shall and will, at any and all times hereafter, at the cost and request of any person interested and requiring the same, make and execute any and every such other deeds and assurances in law, the better and more effectually to convey and assure unto the said parties hereto of the second part, their successors and assigns, the said hereinbefore-described parcels of ground and premises, with the appurtenances, which, in the opinion of the said person so requesting, may or shall be deemed necessary to effect that end.

"In testimony of all which the said Moses Kelly and Mary W. Kelly have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

"MOSES KELLY. [SEAL.]

"MARY W. KELLY. [SEAL.]

"(Rev. stamps, §2.)

"Signed, sealed, and delivered in presence of—

"N. CALLAN."*

Deed—Howard University lot.

"HOWARD UNIVERSITY }
to
"OLIVER O. HOWARD. }

"This indenture, made this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and sixty-nine, between the Howard University, a corporation created under and by virtue of an act of Congress approved March 2, 1867, party of the first part, and Oliver O. Howard, of Washington, D. C., party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of nine hundred dollars current money of the United States to the treasurer of the party of the first part in hand paid at and before the sealing and delivery of these presents, by the said party of the second part, the receipt of which is hereby acknowledged, and in accordance with, and in fulfilment of, the terms of a certain contract made and entered into between the parties hereto, bearing seals the 19th day of August, 1867, for the purchase and sale of the property hereinafter described, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain and sell, enfeoff, convey, release, and confirm unto the said party of the second part, his heirs and assigns forever, the following described lot: A parcel of land situate in the District of Columbia, north of the city of Washington, and east of the Seventh street road and Rockville turnpike road, being lots numbered six and eight in block numbered twenty-three, as designated on plat of new subdivision of blocks 12, 13, and 14, (filed September 2, 1869,) in the Howard University subdivision of the farm of John A. Smith, commonly known as "Eflingham Place," as the said subdivision was made by the county survey as of Washington County and now appears of record in his office, together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of it the said party of the first part, its trustees and their successors in and to the same. To have and to hold the said lot or parcel of land and premises with the appurtenances unto the said party of the second part, his heirs and assigns forever, to his and their sole use, benefit and behoof forever. And the said party of the first part, for itself, its trustees, and their successors, by these presents covenants, promises, and agrees to and with the said party of the second part, his heirs and assigns, in manner following, to wit: That it, the said party of the first part, its trustees and their successors, shall and will warrant and forever defend the said lot or parcel of land and premises with the appurtenances hereby bargained and sold unto himself, the said party of the second part, his heirs and assigns, from and against it, the said party of the first part, its trustees and their successors, and all persons claiming or who may claim by, under, or through it, them, or any of them. And further, that it, the said party of the first part, its trustees and their successors, shall and will at any and at all times hereafter, at the request and cost of the said party of the second part, his heirs and assigns, make and execute any and every deed of assurance in law for the more sure and effectual conveyance of the said lot or parcel of land and premises with its appurtenances to the said party of the second part, his heirs and assigns, that the said party of the second part, his heirs or assigns, as their counsel, learned in the law, shall or may devise, advise, or require; and the said party of the first part hereby nominates and appoints John A. Cole, esq., as its attorney, to appear before a proper officer, authorized by law to take the acknowledgments of deeds, and make acknowledgment of this deed as the free and voluntary act and deed of the said party of the first part. In testimony whereof, the president and secretary of the said Howard University, being thereto lawfully authorized by resolution of the board of trustees,

* The foregoing deed was accompanied with the usual acknowledgment.

dated August 2, 1869, have hereunto set their hands and seals on behalf of said corporation, and have caused to be affixed hereto the corporate seal of said corporation.

[SEAL.]

"O. O. HOWARD, *President*. [SEAL.]

"JOHN A. COLE, *Secretary*. [SEAL.]

(Stamp, \$1.)

"Signed, sealed and delivered (having first been duly stamped) in presence of
"N. CALLAN.*

Deed—Miller lot.

"This indenture made the sixteenth day of March, in the year one thousand eight hundred and seventy, between George A. Bohrer and A. Thomas Bradley, trustees, as hereinafter stated, of the first part, and John A. Cole, treasurer of the educational fund, as hereinafter stated, of the second part, all being of the county of Washington, in the District of Columbia. Whereas, by a decree of the supreme court of the District of Columbia, passed on the ninth day of April, in the year eighteen hundred and sixty-four, in a cause pending in said court between George W. Miller, complainant, and Ellen Miller, and the other heirs of Charles Miller, deceased, and others.

"Defendants being No. 146, Equity Docket No. 7. Said parties heard of the first part, and one Edwin C. Morgan, since deceased, even appointed trustees to sell the real estate of said Charles Miller. And whereas, the said Edwin C. Morgan having died, the said court, by an order passed on said cause the twenty-fifth day of May, in the year eighteen hundred and sixty-eight, authorizing and directing the said parties hereto of the first part, as surviving trustees, to sell the real estate remaining unsold, being the premises hereinafter described. And whereas the said parties hereto of the first part being unable to sell said premises at public sale, agreed to sell the same to said party hereto of the second part, for the sum of sixty thousand dollars, which being reported to said court, was, by an order passed on the fourteenth day of December last, authorized, and the same being made, the said purchase money fully paid, the said court by its order dated the thirty-first day of December, and second day of February last, ratified said sale, wise, and by its order passed the _____ day of March, _____, finally ratified and confirmed the said sale. And whereas the said party hereto of the second part, having fully paid the said sum of sixty thousand dollars, the purchase money agreed to be given to said parties hereto of the first part, trustees as aforesaid, is, according to said order and decrees, and terms of sale aforesaid, entitled to a conveyance of said premises: Now, therefore, this indenture witnesseth, that the said parties hereto of the first part, for and in consideration of the premises, and of the payment of said purchase money, and also of the sum of five dollars current money of the United States to them in hand paid by the said party hereto of the second part, at or before the execution of these presents, (the receipt of which said sums of money is hereby acknowledged,) have granted, bargained, and sold, aliened, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain, and sell, alien, enfeoff, convey, and confirm unto the said party hereto of the second part, treasurer as aforesaid, his heirs and assigns, all that certain piece or parcel or part of tract of land called Jamaica, situate and being in said county of Washington, and contiguous to the city of Washington, on its north boundary: Beginning for the same at the southeast corner of Smith's vacancy in R. McClelland's line, being the beginning of the land as conveyed to said Charles Miller, thence south thirty minutes west seventy-three and seventy-two hundredths perches ($0^{\circ} 30' W. 73\frac{92}{100}$ perches) with said line to Boundary street, thence north fifty-eight degrees thirty minutes west eighty-four and thirty-six hundredths perches, ($N. 58^{\circ} 30' W. 84\frac{36}{100}$ perches,) with said Boundary street to the east line of Bohrer street, as laid out in a plat of subdivision of part of said tract by said parties hereto of the first, and said Edwin C. Morgan, thence with the east line of said Bohrer street north, thirty-one and a half degrees, east seven and eighty-eight hundredths perches, ($N. 31\frac{1}{2}^{\circ} E. 7\frac{88}{100}$ perches,) thence still with said street north, two degrees forty-five minutes east six and thirty-one hundredths perches, ($N. 2^{\circ} 45' E. 6\frac{31}{100}$ perches,) more or less, to a point in said street intersected by the continuation east of the north line of lot number nine (9) in said subdivision, thence west with said continued line reversed two hundred and sixty (260) feet to the northwest corner of said lot number nine (9) in said subdivision, being at a point in the east line of the Seventh street turnpike distant one hundred and eighteen (118) feet north from the north line of Boundary street at its intersection with said Seventh street continued, thence north with said Seventh street turnpike twenty (20) feet more or less to the south line of Smith's vacancy and the line of the land conveyed by John A. Smith to Richard Wallach and others, now called "The Park," thence with said south line north seventy-nine degrees forty-five minutes, east sixty-nine and seventy-one hundredths perches, ($N. 79^{\circ} 45' E. 69\frac{71}{100}$ perches,) to the beginning, together with the free and uninterrupted use and enjoyment forever of all of said Bohrer street

*The foregoing deed was accompanied by the usual acknowledgment.

not already included in the above lines, the land hereby intended to be conveyed including all the land owned or claimed by said Charles Miller, at the time of his death, north of Boundary street and east of Seventh street turnpike excepting lots number one, (1,) two, (2,) three, (3,) four, (4,) five, (5,) six, (6,) seven, (7,) eight, (8,) and nine, (9,) in said subdivision heretofore sold by said trustees. Together with all and singular the improvements, rights, privileges, ways, easements, and appurtenances to the same belonging, and all the estates, right, title, and interest at law or in equity of the said Charles Miller, the parties to said chancery cause, and the parties hereto of the first part in and to the same. To have and to hold the said piece, parcel, or part of tract of land and hereditaments above mentioned and described, and every part thereof with the appurtenances, unto and to the use of the said party hereto of the second part, his heirs and assigns forever, upon the trust and for the purposes following, nevertheless, and none other: That is to say, in trust for educational purposes in connection with the Howard University, in said District of Columbia, and especially and solely for the benefit of the students of said Howard University; and with full power and authority, should and as he deems best, to subdivide the said ground into lots and streets, and at any and all times hereafter forever to sell and convey, or mortgage or incumber the same in whole or in part to such person or persons for such sum or sums as in his discretion shall be for the benefit and advancement of educational purposes as aforesaid, and the proceeds of any such sale, mortgage, or incumbrance to be held and used upon the same trusts and for the same purposes as are herein above declared of and concerning the premises hereinbefore conveyed.

"In testimony whereof the said parties hereto of the first part have hereunto set their respective hands and seals as trustees as aforesaid, on the day and year first hereinbefore written.

"GEO. A. BOHRER, *Trustee*. [SEAL.]

"A. THOS. BRADLEY, *Trustee*. [SEAL.]

"Signed, sealed, and delivered, in the presence of—

"CHARLES WALTER.

"The above-named sale, though appearing in the chancery records to have been made to me individually, was, in reality, made to me as treasurer, as stated in the above deed, the trusts of which I accept.

"JOHN A. COLE."*

Mr. BRADLEY referred the committee to the act of Congress of March 2, 1867, to be found in fourteenth volume of Statutes, page 438, "for the education of youth in liberal sciences."

WASHINGTON, April 14, 1870.

WALTER S. COX sworn and examined,

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in Georgetown; I am a lawyer by profession.

Q. State whether you have any knowledge of the sale of a piece of land, 150 acres, by John A. Smith, in 1867, either to General Howard or to the Howard University.—A. I know the fact that Mr. Smith sold his farm to the Howard University. The deed was executed to the university.

Q. Were you present at any of the negotiations in reference to the sale?—A. I do not recollect that I was present at any negotiations. I think I remember meeting General Howard and General Whittlesey once at the house of Mr. Smith.

Q. In reference to this matter?—A. I do not recollect what the conversation was, but I think it had some relation to the farm. My impression is that it was about the survey of the farm.

Q. Have you any knowledge as to the payment of the purchase-money?—A. I was one of the executors of Mr. Smith. After the first note had been paid there were two or three small payments made in advance on the second note, which was then in my possession; and about the 8th or 9th of April, 1869, the balance of the purchase-money was paid to me.

Q. Paid by whom, and how?—A. I met General Balloch, by appointment, at the National Metropolitan Bank, and he paid it to me by a draft on the treasury.

Q. Do you recollect about the amount of that draft?—A. It was for the full amount paid. I think between \$113,000 and \$114,000.

Q. You have no personal knowledge of the previous payments?—A. None, except of the previous payments made in advance on the second note, some \$2,000 or \$3,000.

Q. By whom were those payments made?—A. I think by General Balloch. They

*The foregoing deed was accompanied with the usual acknowledgment.

were also in checks. They were handed to me, however, by Mr. Kelley, the cashier of the bank, and I indorsed them on the note.

Q. Do I understand you that there was a promissory note?—A. There were ten promissory notes, each for \$12,750, I think, running for ten years. They were given up at the time of the final payment to General Balloch, I think.

Q. Do you know by whom those notes were executed?—A. I think by the Howard University. They were probably signed by the president. I am certain that the deed recites the purchase as being made by the Howard University.

Q. Have you any knowledge of a sale made by John A. Smith, prior to that time, of three acres of ground to General Balloch?—A. I have not.

Q. I understood you to say that you had no personal knowledge of the payment of the first note for the 150 acres.—A. I have not.

Q. Have you any knowledge of a deduction being made from the original purchase-money for the 150 acres?—A. I only know it from conversations with Mr. Smith, I think.

Q. You had none with General Howard?—A. I think not. I know there was a controversy between Mr. Smith and a man who had a lease of an acre of sand on the farm, which led to some embarrassment, I believe, about completing the sale.

Q. In the conversations, at which you were present with Mr. Smith, or in any conversation with General Howard, have you any recollection of anything being said as to the fund from which the purchase-money had been paid?—A. No, sir; none.

By General HOWARD:

Q. Is the fact that the payment was made by a treasury draft an indication to your mind that the money came from the appropriation fund, or from any public money held by the Commissioner of the bureau?—A. I really forget by whom that draft was signed, but my impression at the time was that it came from some appropriation in the treasury. Still, I did not know anything about it.

Q. Do any officers of the treasury make exchanges?—A. I do not know.

The CHAIRMAN requested the counsel to state on what specification Mr. Cox was examined.

Mr. BRADLEY said he found that the first eight specifications related to the same subject-matter, the purchase of the land and the erection of the Howard University buildings, and on these eight he proposed to examine witnesses as they came.

General HOWARD referred to the third specification, the one in reference to the bonds of the First Congregational church, and asked the witness whether Mr. Smith and his wife, or himself, as their agent, had received any such bonds?

WITNESS. No, sir; not at all.

WASHINGTON, April 14, 1870.

THOMAS HARVEY sworn and examined.

By Mr. BRADLEY:

Question. What is your residence and occupation?—Answer. I reside at 721 Ninth street, Washington City; I am a contractor for buildings.

Q. Did you ever have a contract with General Howard for the mason work of the Howard University?—A. I did.

Q. What was the date of that contract?—A. I think in June or July, 1867.

Q. Was that contract in writing?—A. It was.

Q. Have you that contract with you?—A. I have not; I will bring it if the committee desire it.

The witness was requested to furnish the contract to the committee at its next session.

Q. What was the character of the material used in the construction of that building?—A. The cellar was built, the outside walls of stone and the inner walls of hard red brick, up to the first floor of joists. The rest of the building is built out of the American building block, a new material, which I had never used any of before.

Q. Was it or not fit for such purpose?—A. In my judgment I do not think that the material was fit for a building of that size.

Q. Did any part of that building fall?—A. No part of the university buildings fell.

Q. Was the dormitory any part of the university building?—A. Yes, sir.

Q. Did you construct that?—A. I had a sub-contract of the dormitory building.

Q. Was that built of the same material—the building block?—A. Yes.

Q. State whether any part of it fell.—A. Yes, sir. The north wall—one of the end walls—of the dormitory building fell.

Q. Was any house on the university grounds built of the same material?—A. Yes, sir; the hospital building and General Howard's own house were erected of that material.

Q. State whether any portion of General Howard's house fell before it was completed.—A. No, sir.

Q. Was it constructed in the same manner as the university building?—A. Yes, except that the inside of the walls was of red brick. The white block was used on the outside.

Q. Was that so in the university building?—A. No, sir; I used red brick for the inside. I had some red brick, and it was cheaper to me to put in red brick than white. I spoke to the architect, Mr. Searle, about it, and he allowed me to put it in.

Q. And that stood?—A. Yes, sir; it stands very nicely.

Q. What was the appearance of the fragments after the wall fell?—A. When the dormitory building fell the brick was pretty well broken up, and the artificial stone.

Q. What was the composition of this block?—A. A mixture of lime and sand.

Q. When it fell did it break up into lime and sand?—A. It was pretty well broken up; some of it into lime and sand.

Q. Were or were not the walls of the university building badly cracked in the course of construction?—A. Yes, sir; there were some cracks.

Q. Did you or the persons working there apprehend danger in consequence of those cracks, and cease to work?—A. Some of my workmen were afraid of working on the tower of the university building.

Q. Did you make repairs of those cracks in the university building?—A. Hardly any. We fixed up some cracks as we went along. Mr. Searle, the architect, said we had better wait till the work was done, and after it was done I had the men to go round the outside of the building, take out the bad bricks and put in good ones.

Q. Did you have instructions about that from anybody else but Mr. Searle?—A. Yes. General Howard used to come over occasionally.

Q. Did General Howard assign any special reason for having those repairs made at that time?—A. I think I mentioned to him about Mr. Searle telling me to repair the cracks, and he told me to do as Mr. Searle desired, and that he would see that I was paid.

Q. Did he give you any special reason why it should be done at that time?—A. He may have said that he did not want the building to look cracked.

Q. Was there nothing said on that subject about an investigation by Congress or any other body?—A. Not to my recollection.

Q. Have you had occasion to strengthen that building in any way, and how?—A. The walls were built stronger than was proposed in the original plan; but that was all the additional strength that was given to the building.

Q. Were there no supports put in?—A. Yes; the carpenter put in some columns, and I believe there was some framework put to the water tank running down to the first floor.

Q. By whom was your contract signed?—A. By General Howard.

Q. With whom did you make the negotiations for the construction of that building?—A. Mr. Searle, the architect, made plans and invited me to estimate on the work; and I did so. I gave Mr. Searle the estimate, and I suppose he took it to General Howard with some others. The contract for the mason work was awarded to me. Mr. Searle drew up the contract and General Howard and I signed it.

Q. Did you have any talk with General Howard yourself about it?—A. I may have spoken to him about it when I was building his house. I may have said that I would like to get the work; but I do not recollect anything particular about it.

Q. Have you any knowledge of any lumber belonging to the government having been used for General Howard or his employes?—A. I have not. There was a good deal of lumber used there for sheds, covering bricks, &c. I do not know to whom it belonged, whether to Mr. Rumsey or not.

Q. Was this block made on the ground?—A. Yes; it was made close to the building.

Q. Where was the block made that was used in the construction of General Howard's house?—A. At the same place.

Q. From whom did you receive your pay?—A. From General Balloch, the paymaster. I got certificates from the architect and gave them to General Balloch, and he paid them.

Q. Were you paid in cash or in checks?—A. In checks.

Q. On what bank?—A. On the treasury.

Q. Had you any claim for extra work outside of your contract?—A. Yes, sir.

Q. Under whose authority was that extra work done?—A. Mr. Searle told me to do it; and I think that General Howard told me to do anything that was to be done on the building.

Q. How were you paid for that?—A. In the same way as for the other.

Q. Was your contract with General Howard for building his house in writing?—A. Yes.

Mr. BRADLEY directed the witness to furnish the contract to the committee at its next session.

Q. Was that building constructed under the superintendence of Mr. Searle, as architect?—A. Yes.

Q. In what way were you paid for that work?—A. I was paid in installments, from time to time, and the balance was paid when the work was all done. He gave me a check for the money. Some of it was paid on the architect's certificate. I went to General Howard once or twice without a certificate and he paid me. He gave me a check on the Freedmen's Bank, I think.

Q. In reference to this hospital building, I understand you to say that a large portion of it fell, and has had to be rebuilt. Of what material was it rebuilt?—A. Of red brick, I think.

Q. From the ground?—A. From the top of the cellar. The cellar wall was stone.

Q. Did you have any contract for that?—A. No, sir. I did not have anything to do with the building. I estimated for it, but the party who got the contract bid some thousands of dollars lower than I did.

Q. Did you see the rubbish that was left after the building fell?—A. Yes; I was there after the building fell. There was a good deal of broken brick and a good deal of sand and a good deal of stone, all lying in a broken heap. There were some window frames and joists, and a general break-up.

Q. Did you say that you received payment for General Howard's private house altogether from himself?—A. Yes, sir.

Q. He alone paid you for that?—A. Yes, sir.

Mr. KERCHUM objected to the witness being required to produce the contract for the construction of General Howard's house, and to any inquiries on that subject, as there was no specification in reference to it.

WASHINGTON, D. C., April 15, 1870.

Mr. Harvey produced the contract between himself and General O. O. Howard, for the mason work of Howard University; which was offered in evidence by Mr. Wood. The contract is as follows:

"An agreement made and entered into this 11th day of July, 1867, between Major General O. O. Howard, United States Commissioner of Refugees and Freedmen, the party of the first part, and Thomas Harvey, of the city of Washington, the party of the second part:

"Witnesseth that the said party of the second part hereby covenants and agrees with the said party of the first part to do all the mason work required to erect, build, and finish, on the ground in the vicinity of Washington, D. C., known as 'Edlington Place,' a building designed to be used in the education of refugees and freedmen, according to plans and specifications furnished, and to be furnished, by Henry R. Searle, architect, to which reference is made for a more particular description of said building.

"Said party of the second part agrees to commence the work on said premises, under this contract, on or before the 12th instant, and to furnish all the materials and complete the mason work aforesaid in the best and most workmanlike manner, on or before the 12th day of December next, according to plans and specifications aforesaid, which plans and specifications form a part of this contract; and is to have the walls ready for the roof on or before the 15th day of October next.

"The said architect is to superintend the work while in progress, and is to decide whether materials furnished or work done are or are not according to plans and specifications; and if the materials furnished or work done are not according to the plans and specifications, the same shall be altered and made good before further progress of the work.

"It is also agreed that the said architect is to act as umpire between the two parties if any differences or difficulties occur concerning materials to be used or work to be done; and it is hereby agreed that the decision of said architect shall be received as final by the parties herein named.

"In consideration whereof the said party of the first part agrees to pay to the said party of the second part the sum of thirty-five thousand dollars, (\$35,000,) on estimates made by the architect, from time to time, after the commencement and during the progress of the work, keeping back twenty per cent. until the work is finished, according to the plans and specifications, and accepted, as security for the faithful performance of the within contract.

"It is hereby further agreed between the two parties hereto, that the said party of the first part shall be at liberty, at any time before the completion of said work, to make any alterations in said plans and specifications that he may desire, and the said party of the second part agrees to perform said work according to such alterations, and the value of the same shall be added to or deducted from said price specified, as the architect shall decide.

"No member of Congress, officer, or agent of the government, or any person em-

ployed in the public service, shall be admitted to any share herein or to any benefit which may arise herefrom.

"Given under our hands this 11th day of July, 1867.

[SEAL.]

"O. O. HOWARD,
"Major General, Commissioner Bureau Refugees,
"Freedmen and Abandoned Lands.
"THOS. HARVEY,

[SEAL.]

"Witness:

"HENRY M. WHITTELEY,

"As to signature of Maj. Gen. O. O. Howard, Commissioner.

"J. H. MCGILL,

"HENRY R. SEARLE,

"As to Thomas Harvey's signature."

By Mr. BRADLEY:

Q. Is this the contract under which you receipted to the mason work of the university building?—A. Yes, sir.

Q. Did you complete the contract?—A. No, sir; not quite.

Q. What price were you allowed for the measurement of the mason work done with this patent block?—A. The specifications stated that the price of the material was to be at \$15 a thousand, red brick measurement, 18 to the foot; the stone trimmings for the sill-caps, cornice blocks, and arches over the windows, at 60 cents.

Q. Was there at any time any increased price allowed to you, or agreed to be allowed to you, for the material of these blocks?—A. I will state to you about that. I bought of the building block company from time to time, and went on until the amount had reached about \$7,000 or \$8,000. They wanted to charge more for the material than was mentioned in the specifications. I refused to pay them any more, but I think Mr. Searle went on and signed vouchers for the rest of the material. I did not pay any extra price.

Q. Did you have a conference with General Howard upon the subject?—A. Yes. General Howard spoke to me once. I told the general that I would sooner have the building measured up, and see what amount of material I was to have, and take it out of my contract, he assuming to furnish material. But Mr. Searle was opposed to that, and would not do it. They went on, as I understand, and paid the additional price for the building material.

Q. You mean to say that they paid the price to the building block company?—A. Yes, sir.

Q. Did you do any extra work?—A. Yes, sir.

Q. With whom did you make any arrangement for extra work?—A. With Mr. Searle and General Howard.

Q. Do you recollect the amount of your bill for extra work?—A. I think the bill for extra work was in the neighborhood of \$8,000.

Q. To whom did you present that bill?—A. To General Howard.

Q. Did he settle it at the time?—A. The bill has been settled since; it was not settled at the time.

Q. Did you bring suit on it?—A. I brought suit; yes, sir.

Q. Prior to bringing suit you had a conference with General Howard; state what that conference was.—A. Before the building was completed, General Howard asked me to bring the matter to a conclusion and give him the bill for the extra work done beyond my contract. I brought in my bill for extra work to General Howard. He referred me to Mr. Searle, and told me to go to him. I did so. Mr. Searle looked the bill over, but would not give me what I thought was right.

Q. I only want to know what passed between you and General Howard.—A. He referred me to Mr. Searle.

Q. What did he say as to his liability?—A. We had some conversation about my claim. My recollection is that he told me that if I wanted to sue I could sue the United States; that he was acting for the United States as Commissioner.

Q. I asked you yesterday in reference to the private building of General Howard, whether any portion of that fell; and you stated that no portion did. Do you wish to correct your answer?—A. I said so, but I was mistaken. A portion of the back wall of that building did fall.

Q. What portion fell; anything more than was built of this building block?—A. That was all.

Q. Did the red brick fall?—A. No, sir.

Q. Describe as well as you can whether this patent brick fell out in consequence of the action of the weather, whether it was thrown out by any shock, or how it occurred.—A. It was very cold weather in the winter. The rain ran down the wall, and the frost burst out the white brick away from the red; the white brick fell, leaving the red brick standing.

Q. You have spoken of a bill for extra work; can you state whether or not that extra work embraced any charge for repairing or patching the wall outside?—A. Yes, sir.

Q. State as well as you can recollect to what extent it was necessary to repair the outside of the main building; what was the extent of your extra bill; how many men were employed, and how long a time it occupied.—A. I could not tell you the exact number of men. I think I could tell the amount of the bill. I think it was \$460 for patching the outside; and, at \$4 50 a day, you can calculate how many men were employed and for what time.

Q. Were those necessary repairs?—A. Yes, sir.

Q. By whose directions were these repairs made?—A. Mr. Searle told me, and General Howard also.

Q. Did General Howard assign any other reason than the fact of the repairs being necessary, why the work should be done immediately?—A. At that time there were a great many people coming out to look at the new material, and all these cracks didn't look very well in the wall. He spoke about repairing the cracks in the wall. Before this Mr. Searle had told me to leave it until we were done, and that after we were done we would go to work and repair the cracks. But after General Howard said we had better do it right away, that they looked bad to people who came out to look at the building, I mentioned it to Mr. Searle, and he told me to go on and do it.

Mr. WOOD presented in evidence the following specifications under the contract already presented:

"Specifications of the materials to be furnished, and the work to be done, by the mason, for erecting and finishing a building for the Howard University, to be situated on their lot on University street north, between ——— and ——— streets, in the city of Washington, D. C., agreeable to the accompanying plans, elevations, sections, and working drawings, made by Henry R. Searle, architect, Washington, D. C. (All of which, with such figures, writings, and details as may be upon them, are to be considered as forming a part of this specification.)"

"In the drawings, blue designates stone; red, brick; and yellow, wood."

"Dimensions and style of building to be as shown by plans, elevations, and sections."

"Height of stories.—The cellar is to be 9 feet in the clear when completed. The first story is to be 12 feet 6 inches in the clear; the second story to be 14 feet in the clear; and the third story to be 15 feet in the clear, when completed between end towers; the fourth story, in the roof between end towers, to be 11 feet in the clear. The end house to finish from the third floor up into the roof. The center tower to be carried up as shown by elevation."

"Excavation.—There is to be an excavation under the whole building of sufficient dimensions to make the cellar 9 feet in the clear, when completed, to be excavated 9 feet 10 inches below the first floor joists."

"To be trenches dug for the foundation walls 6 inches below the cellar bottom."

"To be excavation for steps and foundation for steps, &c., as shown on cellar plan, to extend 3 feet below the grade."

"To be an excavation for sewers, as shown on plan, to extend 100 feet from the line of the building, and to be of the depth required to cover the sewer, and to grade 4 inches in 10 feet."

"After the stone wall is seasoned, earth is to be filled in up level with the grade, and well rammed around the outside wall."

"All earth taken out in excavating, and all rubbish accumulated in building, to be graded on the lot where directed."

"Cellar and foundation walls.—To be as shown on plan; thicknesses as marked on plan."

"The foundations under the brick partition and piers in the cellar to be 10 inches deep, and one foot wider than the walls."

"The underpinning all around which shows above the grade to be point-dressed and tuck-pointed in the best manner, with cement of half quick and half water lime, as near the color of the stone as practicable."

"The remainder of the underpinning to be rubble wall, with good-sized stone face straightened with a hammer. All the walls to the building are to extend 10 inches below the excavation for cellar."

"All of the stone used to be of the best quality of quarried building stone, all laid solid in the best quality of quicklime and sand mortar, well mixed."

"The footing-stones to be 1 foot 6 inches wider than the rest of the wall, and to be well bedded in mortar."

"All the cellar and foundation walls to be laid to line both sides, and smoothly pointed where they show. Reveals to the windows to show 6 inches. Footings under main walls to be 3 feet wide, formed of stone of not less than 6 superficial feet, and not less than 8 or more than 10 inches thick."

"Cut stone.—To be gray Seneca stone door-sills to all the outside doors, first story, and steps of the same to the entrances, as shown on plan."

"There is to be a water-table all around, in pieces not less than 3 feet long, to be 7 inches on the face, leveled on the upper outer edge, and to project 3 inches beyond the face of the wall to the superstructure, and 1 inch from the stone foundation.

"The water-table to form the caps to the cellar windows over which it comes.

"To be sills to all the remaining openings in the outside walls, and all the sills to have water-drips on the under edge.

"To be belting courses, corner blocks, arches, and other trimmings, as shown in the drawing.

"The trimmings all to be of the American building block, furnished to the contractor at 60 cents cubic foot.

"To be blue stone sills to outside basement doors, and to the basement windows window sills 10 inches wide, 5 inches thick, door sills 2 feet eight inches wide, 5 inches thick.

"To be blue stone sills to the inside doors, as marked on plan.

"To be a stone 2 feet 6 inches by 3 feet 6 inches over each coal slide, to have a hole in the center 1 foot 6 inches in diameter, with a cast-iron cover fastened down in a proper manner.

"To be blue stone solid steps going down to the cellar, as shown on plan.

"The area walls to have a coping of blue stone 1 foot 6 inches wide.

"To be a box, made of three flags of blue stone, to each of the windows down to the bottom of the sill, as shown by plan.

"To be a hearth to the range, as shown on plan, dressed smooth on the top. All the cut stone to be cut, set, and pointed in the best and most workmanlike manner, with the drips cut as directed.

"*Brick work.*—All walls colored for brick to be of the American building block, furnished to the contractor at \$15 per thousand, brick measurement of 18 to the foot. All the walls to be of the thicknesses marked on the plans.

"The brick division walls in each story to be built up within 1 inch of the top of the joists of the next floor. The cellar walls throughout the building to be carried up full thickness, and to the top of the joists.

"The blocks to be laid with a plumb-bond in white mortar and tuckered joint. Care to be taken in selecting block of even smoothness and hardness and color for the outside; and none but the best quality of block to be laid on the outside; and all to be laid solid, in the best quality of lime and sand well mixed.

"The inside finish of the walls to be made of the building block, laid the same as the outside, except the joint is to be struck smooth.

"Centers for arches and all staging to be furnished by the contractor; and all staging to be built entirely free from the wall.

"To be arches turned over all openings full width of the walls, except where the outside finish is straight, where the arch is to fill back of it.

"To be 9-inch wrought iron beams, one-half inch stem under partition where marked on plan.

"Iron columns where marked on plan to be fluted with ornamented caps, all to weigh 600 each.

"Vestibule floor to be arched over with brick in five arches, with cross walls to support them to sink as low as the rest of the foundation.

"*Flues and Chimneys.*—To be built as shown on plan and the chimneys to be topped out as shown by elevation and section.

"All of the flues that start in the cellar to be built up of brick in the cellar.

"There are to be 6-inch thimbles and covers set in the flues in the cellar, and in every apartment above wherever required for the accommodation of stove pipes, and 8-inch thimbles and covers in the flues in the cellar for cleaning the flues.

"All the thimbles to be made leveling top and bottom and set so as to drip into the flues.

"Openings to be left for gas, water, and furnace pipes where required, and the pipes to be built into the wall.

"All the flues and chimneys are to be smoothly plastered on the inside and rubbed smooth, and kept clear from loose brick and mortar.

"There are to be arches turned for grates and hearth stones where required, arches for grates to be 2 feet 4 inches from the top of the joists to the springing of the arch.

"*Sewers.*—As shown on plan, to be of the size marked on plan, of glazed tile, with the necessary bends, elbows, &c., laid on a true grade, solid in water lime mortar and chips of stone.

"The joints to be filled solid with mortar and wiped off flush on the inside as the tile are laid.

"*Parement.*—Where written on plan, the earth is to be taken out 8 inches and filled 5 inches with broken stone, leveled with sand, and paved with the best paving brick, then grouted solid with water lime grout.

"*Cellar bottoms.*—Where written on cellar plan, for wood floor.

"To be covered with broken stone 6 inches deep, then plastered with one inch thick of the best quality of water lime mortar flush with the top of the strips.

"*Plastering.*—All the ceilings, furrings, bracketings of every description for cornices in the chapel and society rooms, and where written in the cellar to be finished.

"The rooms in the French roof are all to be lathed and plastered. All of the laths used are to be of the best quality of pine lath, except the round corners, which are to be lathed with hoop lath, and all to be sound and free from sap and bark, and well nailed.

"All of the plastering to be three-coat work, hard finish, or finished with plaster of Paris.

"All of the plastering is to be done in the best and most workmanlike manner, and with the best quality of lime, sand, and hair mortar, well mixed.

"There is to be cornices, as shown by drawings in the chapel and society rooms and library.

"There are to be ornamental center-pieces in all the rooms and halls, except the small ante-rooms, of such size and pattern as the architect shall select, not to exceed an average price of \$4.

"The mortar for plastering is to be made up six weeks before it is used; the hair to be put in when mixed for use.

"There is to be an encaustic tile floor in the vestibule in front, furnished and set on plaster by the contractor in the best manner, to be of such pattern as the architect shall select, not to exceed \$1 50 per superficial foot.

"To be one inch of deafening mortar between the joists on all the floors above the cellar.

"The side walls are not to be plastered, except in the rooms occupied by the janitor, which are to be plastered throughout with three-coat work.

"To be a cistern in the cellar, as shown on plan. The bottom to be formed of brick set on edge, drove down solid and grouted, and another course on top of them laid flat-ways solid in cement, which cistern is to be plastered smoothly on the inside and made perfectly water-tight. To be six feet deep; overflow pipe from near the top to connect with sewer, with an S-trap in the pipe, to be six inches, made of No. 20 galvanized iron.

"In the hall, as marked on plan, there is to be a cast iron stench-trap with 20-inch basin.

"To be a 1-inch galvanized iron pipe built into the wall of the cistern near the bottom, but high enough up to set a pail under with a $\frac{3}{4}$ -inch brass bibb-cock attached to drip into the stench-trap.

"There is to be a 1-inch galvanized iron pipe to extend from the bottom of the cistern under the floor to the sink and to turn up in the cistern six inches to supply the sink in the kitchen through a $\frac{3}{4}$ -inch brass bibb-cock; all to be put on in a substantial manner.

"Waste to sink to be 2 inches, and to connect with sewer with brass strainer in the sink."

By Mr. Wood:

Q. State whether the specifications under the contract did not compel the material to be used known as the American block company's stone.

(Question objected to by Mr. KERCHUM on the ground that the specifications themselves are before the committee.)

By Mr. KERCHUM:

Q. You say that you asked for an extra allowance beyond what your contract called for for the blocks?—A. No, sir; I did not say that.

Q. I want to understand what you said about asking for a higher price than you were paying for the blocks.—A. I said the building block company asked me for a higher price than was mentioned in my contract.

Q. Did you ask for a higher price to be paid to you on that account?—A. I told Mr. Searle, and I think I told General Howard, that a higher price was asked, and if they would pay it to me I would pay it to the company.

Q. Did you say that no higher price was given to you, and no higher price was paid for the blocks through you? Explain how the controversy arose.—A. My recollection is that Mr. Searle said, as the specification reads, that the blocks should be paid for at a certain price. They went on furnishing the material for a considerable amount, and sent me their first bill, which I paid. I think the amount of the bill was about \$7,000.

Q. Explain the controversy that arose in reference to this brick measurement.—A. Mr. Searle and I differed in the measurement. I had two gentlemen from the city; Mr. Morsell was the one who measured the brick in General Howard's house—the same brick—and Mr. Cluskey, who measured the brick in another building. The price of the block at \$15 a thousand would amount to \$31 50. I did not want to pay any more than \$31 50, but Mr. Searle insisted that it would come to \$40 a thousand at the price

mentioned in the specifications. There was quite a material difference in the aggregate amount, as you will see.

Q. It was a difference, then, of estimate, between yourself and the architect, as to the price?—A. It was. For instance, I was going to construct a building of red brick, and was assuming the price to be \$15 per thousand, and I estimated the cost of the white brick on that basis. But Mr. Searle still insists that this white brick would measure, according to the specifications, \$40 a thousand. I brought two or three parties out from the city, and they all agreed that I was right.

Q. The price named in the ~~contract~~ continued just the same?—A. Just the same so far as I was concerned.

Q. You spoke this morning of a wall that fell; what building were you speaking of?—A. General Howard's house. I didn't remember it yesterday morning when I was here.

Q. What part of General Howard's house?—A. It was where the back building goes into the main building, on the Seventh street corner. The rain came in there, and by the action of the frost the white brick broke away from the red brick, I should say covering a space of about ten feet square.

Q. You are sure that occurred?—A. Yes; and I know that I charged for it in a bill rendered to General Howard.

Q. Did you speak of putting any red brick on the interior wall of General Howard's house?—A. Yes, sir.

Q. Was there a shortness of supply of the building block?—A. Yes, sir.

Q. Was that the reason why you put in this red brick?—A. That was one reason. I had this red brick on hand, and I spoke to Mr. Searle about it, and he said I could use that.

Q. In respect to the north dormitory building, how was the foundation laid?—A. The foundation of the north dormitory building was laid in the fall of the year. It was very well laid. The outside wall was laid with very close joints and large pieces of stone. The inside was of smaller pieces of stone; more cement inside than outside, and the action of the weather in the winter, with the frost and rain in the spring, started the wall. I examined the walls all around and I considered them perfectly safe. Then we started on the north wall, which was about the last wall of the dormitory building. We put up two stories in about a week. The carpenter didn't put on the roof-timbers for some days. We had a very heavy rain, and the result was that the wall fell. Whether it was caused by the foundation wall or not I am unable to say. There were a good many large stones in the foundation. It was caused by the action of the weather, I suppose.

Q. Were not some of the stones in that foundation laid with the broad face, and the outside set on edge?—A. Yes, sir; some of them.

Q. There was a failure, then, in properly binding that wall?—A. It was not a very good way to build a wall. Mr. Searle wanted to have the face look smooth.

Q. You have heard of quakering a wall?—A. Yes, sir.

Q. That is what they mean by quakering; when the face of a stone is put on the outside and a stone laid on the edge, it weakens the wall?—A. Yes, sir.

Q. So that, in this instance, the wall opened and let down the superstructure?—A. Yes, sir; after the heavy frosts we had.

By Mr. BRADLEY:

Q. You stated one reason for putting red brick into General Howard's private house. What other reason was there?—A. The other reason was that they had not the quantity of white brick on hand, while I had the red brick on hand. There was still another reason; that, I considered myself, the red brick would be a good deal stronger.

(Mr. KETCHUM objected to witness stating his own thoughts, which were not expressed at the time.)

By Mr. TOWNSEND:

Q. Were these walls covered during the winter?—A. Yes, sir. Sometimes the boards may have blown off. The walls of the university building proper were put up in the fall of 1867, stood all winter, and were in just as perfect condition as they could be after the winter frosts. I think the occasion of the fall in this instance was the water getting in between the red and white bricks.

Q. Are these bricks made by machinery or by hand?—A. By machinery.

Q. By pressure and dry, not by burning?—A. By pressure and dry; yes, sir.

By Mr. PERCE:

Q. What is the size and shape of the brick of the American Block Company?—A. They are ten inches long, five inches wide, and about three and a half or three and three-quarters inches in thickness. The inside is hollow.

By Mr. MCNEELY:

Q. State which of these buildings were constructed first, General Howard's private residence or the university?—A. General Howard's private residence.

Q. How long before the university was built?—A. General Howard's house was started in the spring, and the first story of the university was put up in the fall.

Q. Did this part of his house fall down before the university was built?—A. No, sir; the university was up one story high at that time.

Q. How long after the university was built was it before the hospital was built?—A. The university building was put on the last story when the contract for the hospital was made out.

Q. Did this part of the dormitory fall before the hospital was built?—A. Yes, sir.

By Mr. TOWNSEND :

Q. I understand that the dormitory and the university are separate buildings?—A. Yes, sir.

Q. There was no fall of any part of the university?—A. No; the walls were as straight as any building I ever saw.

Q. Are there other buildings of this material in the city?—A. There are others out on the hill, and two on Grant street, between Ninth and Tenth.

WASHINGTON, April 14, 1870.

JOHN W. RUMSEY sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. I reside in Washington; I am a contractor and builder.

Q. Had you any contract for the erection of any buildings on the Howard University grounds?—A. Yes, sir.

Q. Was it in writing?—A. Yes.

Q. Have you the contract with you?—A. I have not; it is at home.

Q. What portion of the work was your contract for?—A. The wood-work.

Q. Had you anything to do with General Howard's private house there?—A. No, sir.

Q. What buildings did your contract embrace?—A. The university building—the main building.

Q. Had you anything to do with the hospital or dormitory?—A. No, sir; only with the university building.

Q. State whether you observed the material of which the walls of that building were constructed.—A. Yes, sir; I did.

Q. State the character of that material.—A. It is somewhat difficult to tell you the character of it. It was a material formed of sand and lime, prepared by machinery and put together by pressure.

Q. Where was the sand procured?—A. On the ground east of the university. The material varied somewhat in its character without presenting any outward difference. For instance, some of the blocks would be strong and substantial, and then, without any difference in outward appearance, some of them would be shelly and have a mere surface to them, varying in thickness. The joists were very heavy and long in the building, and we first observed the difference in putting them in. Some of the brick that seemed to be perfectly solid and substantial would have only a thin coating on them, which would break through when these heavy floor timbers were laid upon them; and when the shell broke, the block crumbled very easily. I had to lay a tier of red brick all around the building, on which to place the floor joists, so that when leveling them and working with them they should not break the brick. When the outside of these blocks broke, the inside disintegrated very easily.

Q. State whether you have had considerable experience in building.—A. I have been building more or less for the last fifteen years. I am not a mechanic by profession, but my father was a carpenter, and I became early acquainted with the business, and have built a good deal in New York and here. It is twenty years since I commenced.

Q. In your judgment, was that material fit for use in such a structure?—A. That material was shown to me before it was used for any purpose; I was one of the first in this city to whom it was shown; I then decided that it was too new a thing and too uncertain a thing to use. That was before any building was put up of that material. It was brought here from New York, to be introduced, and was referred to me. I then decided that the article had not been sufficiently tested for me to take hold of it, or to take an interest in it, as they desired me to manufacture it. That probably has influenced me all the way along; I can say, however, that the article turned out better than my first idea led me to suppose it would; my impressions were unfavorable to it.

Q. Speaking from your experience with the brick actually employed in that building, is it a fit material for such a building?—A. The objection that I would have to it was the objection that I have stated, the impossibility to determine the quality of the brick from its outside appearance. Out of a hundred brick there might be forty that would prove defective, and that would have the same appearance as if they were good,

It is true that by knocking them together and sounding them you could sometimes tell what was the matter.

Q. Would one ring and the other give a dead sound?—A. Yes, to some extent. That was my objection to using it, simply that it was almost impossible to determine what was good and to distinguish it from what was shelly and defective.

Q. I want your judgment as to whether that was a proper material to use in such a structure?—A. I should not put it in such a building.

Q. I understand you to say that the bricks were manufactured on the ground; do you know anything about the lumber used in the manufacture of the brick, where it came from?—A. No, sir; I know nothing about that. I would like to state one thing, that the brick which was made first, and which was used in the university building, was better than the other brick that we had afterward. The first brick was of cleaner sand, and seemed to be harder and of better material than that afterward made.

Q. Which was constructed first, General Howard's private house or the university building?—A. General Howard's private house was constructed first, but the first story of the university building was constructed of the same material. I state that because, when on the committee that investigated the hospital, I found that there was a great difference in the character of the brick, and what I stated would apply to the first brick more particularly than to that which was made afterward.

Q. State whether in the progress of the construction of the university building there were any cracks or other indications endangering the building.—A. I think there were no cracks that would endanger the building; there are as few cracks in the Howard University building as I ever saw in a building of that size; I do not now bring to mind any special cracks. There were a great many brick in the building that the face came off—the outside shell, where exposed to considerable pressure and to atmospheric action; but I do not think that there were any cracks which endangered the building. The building stands very plumb and square and fair.

Q. Has the tower been finished?—A. Yes, sir; it is all complete.

Q. With that material?—A. The tower was carried up with that material to within about three feet of the height of the original design, and was terminated with wood on the very top. It did not go up quite as high, within three feet, of brick, as the original design called for.

Q. The main tower is not as high now as in the original design?—A. It is not so high within about three feet.

Q. There was no more wood put in than was originally designed?—A. No, sir; there was no more wood put in, and about three feet less in height of brick.

Q. With whom was your contract made; who signed the contract with you?—A. I think it was General Howard.

Q. Who paid you the money?—A. General Howard paid me the money upon certificate of the architect that I had performed the work in accordance with the contract.

Q. General Howard himself paid you the money?—A. No, sir; General Balloch, the paymaster, paid me, with General Howard's approval, as I always supposed.

Q. To whom did you take the certificates of the architect?—A. The first ones were taken to General Howard, but after several of them had been paid, I used to take them to General Balloch.

Q. When you took the first one to General Howard, what passed between you on the subject of payment?—A. I cannot state positively; I think the certificate was approved by him, and then I went to General Balloch's office and made out a regular return.

Q. Approved by whom?—A. I think by General Howard.

Q. By whose authority or direction did you go to General Balloch?—A. I do not know that I can state to you. I would not have gone there without somebody directing me; yet I have no particular recollection of General Howard saying anything to me about it. We used to get the money in about a couple of thousand-dollar certificates.

Q. Did you receive your money in cash or in checks?—A. I always received a check on the treasury.

Q. Signed by General Balloch?—A. Yes, sir; and generally drawn to me, not always to my order, but always with my name filled in the check.

Q. Do you remember to what office you carried the check to get the money?—A. I always went with it to the treasury; but I most usually deposited the check in the bank where I kept my accounts. Sometimes I went and drew it, if I wanted to use it immediately; but as a general thing I deposited the check.

Q. Can you state to the committee what portion of any building constructed on the university grounds fell?—A. The north wall of the dormitory building fell. I was not engaged on that building, and had nothing to do with it; but, when I was working on the university building, the north wall of the first dormitory building fell; it caved out entirely. The cause of it, I should think, was a defective foundation—not a foundation built of that brick, but built of stone which was too short; and the wall fell in and out.

Q. Now, as to the hospital building?—A. I examined that with a good deal more care, because I was on the committee appointed to examine it and look into it. The cause of the falling of the hospital building was unquestionably the character of the brick, and the time of the year when, and the circumstances under which, it was laid, and a great want of care in regard to putting it up at that season of the year.

Q. When you speak of brick, you mean the blocks?—A. Yes, sir. The brick used in the hospital were of an entirely different character from the first brick.

Q. They were not made in the same manner?—A. Yes, they were made in the same manner and by the same process.

Q. And apparently of the same material?—A. The sand in that brick was not clean sand. It was a loam sand, and the loam on these particles of sand hindered the lime from taking hold of it. The blocks, therefore, were soft. There were scarcely any of them that, if you let them fall three or four feet, would not break.

Q. The foundation walls stood?—A. Yes. The foundation walls did not give way. There had been a heavy rain by which the brick had become saturated; and then there came a frost; and when the sun shone on the east side of the building the frost thawed, and the wall just sloughed off; and when the sun reached the west side and thawed the frost there too, that wall sloughed off in the same way. The brick, though made out of the same pit, and apparently of the same materials, was still very much inferior to the first that had been made.

Q. State to the committee whether you were the builder of the First Congregational church of the city of Washington.—A. I had the contract for the wood-work.

Q. State how you received payment for your work on that building.—A. I received the most of it on certificates of the architect. The contract specified that I was to receive payment as the work progressed, in \$1,000 payments, as the architect gave certificates of the work performed, ten per cent. being reserved.

Q. Did you have any bonds of that church?—A. Yes; I took some bonds in part payment for my work.

Q. State the circumstances under which you took these bonds and what became of them.—A. I was one of the committee appointed by the church to prepare the bonds, and I simply took them the same as money. I considered them good. I finally sold mine to the treasurer of the church, Mr. White. I kept them for a year or so and received one year's interest on them.

Q. Do you know anything of the negotiation of these bonds on which General Howard advanced money, or on which money was advanced by his order?—A. I was one of the committee that prepared the bonds by direction of the society. There was \$40,000 worth of bonds, of various sums, part of them three-year bonds and part five-year. They were prepared in the usual way, with a deed of trust. Church members and individuals took more or less of them. At one time there was \$18,000 worth of bonds taken by General Howard, and the par value of them put to the credit of the treasurer of the church building fund.

Q. Do you know in what way the money was paid for these bonds?—A. When this \$18,000 worth of bonds was taken and the \$18,000 put to the credit of the building fund there was a check of \$24,000 drawn by General Balloch—whether as treasurer of the Howard University or in the usual form, I cannot tell. Of the proceeds of this check, \$18,000 went to the credit of the building fund of the church, and the other \$6,000 went in another direction.

Q. For this \$18,000 what did the church give?—A. It gave its mortgage bonds under the deed of trust.

Q. Where did the \$6,000 go?—A. I think that went to pay a mortgage on a house which General Howard sold to Colonel Eaton.

Q. To whom was that \$6,000 paid?—A. I do not know of my own knowledge.

Q. Was this transaction in your presence?—A. Yes, sir.

Q. Who were present?—A. General Howard, myself, and, I think, General Balloch, part of the time; also, I think, Mr. Ketchum's son.

Q. Did you see the payment or transfer of these two several sums, the \$18,000 and the \$6,000?—A. The \$18,000, I know, was transferred. I was conversant with the accounts of the church.

Q. Can you state who received the check for \$6,000?—A. The check was for \$24,000; \$18,000 for the bonds and \$6,000 for the mortgage. The \$18,000 was put to the credit of the building fund, of which General Howard was treasurer, and the other \$6,000, I think, went to his personal credit, because the mortgage was his own. I do not know it except by inference.

Q. Was that talked of at the time?—A. No, sir; it was not talked of, but it was a matter that was before me at the time. I saw it. I heard it stated. I knew of it.

Q. Explain whether it was a mortgage given by General Howard to somebody else?—A. No, sir; it was a mortgage given by the party who purchased General Howard's house.

Q. D. L. Eaton?—A. Yes, sir.

Q. I understand you, then, that a check for \$24,000 was drawn, in exchange for

which the treasurer received \$18,000 in bonds, and the other \$6,000 paid the mortgage which General Howard held?—A. The treasurer of the university received \$18,000 in bonds of the First Congregationalist church, and General Howard received \$6,000, in payment of the mortgage on Colonel Eaton's house.

Q. And that treasurer was General Howard?—A. I do not know that, except inferentially. He was the special treasurer of the building fund of the church.

Q. And that \$18,000 went into his hands as treasurer of the building fund?—A. Yes, sir.

Q. And the \$6,000 went in some other way?—A. Yes.

Q. Have you any knowledge of any of the bonds issued by the church having been passed in payment for the purchase of portions of the ground of the university?—A. I can state what I heard, and what I believe to be true. I have it from other parties.

Q. You have no personal knowledge on the subject?—A. Only what persons have said to me.

Q. Who issued the bonds of the church?—A. They were put in the hands of the building committee of the church, to be used for the building of the church.

Q. By whom were they signed?—A. They were signed by the treasurer, under the act of incorporation.

Q. And then put in the hands of the building committee?—A. Yes.

Q. State whether they were put into the market, or used for building purposes without being sold?—A. A good many friends of the church came forward and took the bonds at their face value, and paid the money for them. A good many of them were sold as the \$18,000 of bonds was sold, and a number of them were taken by myself in payment for building the church.

Q. Do the books show to whom the bonds were delivered?—A. I think the bonds were got up in book form, with margins showing to whom they were issued.

Q. Who has the possession or control of that book?—A. I do not know at present. I presume it would be the present treasurer of the church, Mr. H. T. White.

WASHINGTON, D. C., April 15, 1870.

J. W. RUMSEY'S examination continued.

By Mr. BRADLEY:

Question. Look at the paper now shown you, and say what it is.—Answer. This is the contract for the wood-work of the university.

Q. Look at the first part of it, which seems to be interlined, and state when that interlineation was made, and by whom.—A. The interlineation gives the official designation to General Howard. I could not tell by whom it was made. I was spoken to about it, and I accepted it; I could not state the time. It was somewhat early in the construction of the building.

Q. State what the paper now shown you is.—A. It contains the specifications on which the contract is based.

Q. State what it relates to.—A. It is the specifications of material to be furnished, and work to be done, by the carpenter and joiner for erecting and finishing the building of Howard University, situated on their lot on University street.

The contract and specifications referred to were placed in evidence, and are as follows:

"An agreement made and entered into this 11th day of July, 1867, between Major General O. O. Howard, United States Commissioner of Refugees and Freedmen, [for and on behalf of the United States,]* the party of the first part, and John W. Rumsey, of the city of Washington, D. C., the party of the second part.

"Witnesseth, that the said party of the second part hereby covenants and agrees with the said party of the first part to do all the carpenter and joiner work required to erect, build, and finish, on the ground in the vicinity of the city of Washington, D. C., known as Edinburg Place, a building designed to be used in the education of refugees and freedmen, according to plans and specifications furnished, and to be furnished by Henry R. Searle, architect, to which reference is made for a more particular description of said building.

"Said party of the second part agrees to commence the work on said premises under this contract on or before the 12th instant, and to furnish all the materials and complete the carpenter and joiner work aforesaid, in the best and most workmanlike manner, on or before the 1st day of January next, according to plans and specifications aforesaid, which plans and specifications form a part of this contract, and is to have the building under roof on or before the 15th day of November next.

"The said architect is to superintend the work while in progress, and is to decide whether materials furnished, or work done, are or are not according to plans and speci-

* The words in brackets were interlined in the contract after the remainder of it had been written.

fications, and if the materials furnished or work done are not according to the plans and specifications, the same shall be altered and made good before further progress of the work.

"It is also agreed that the said architect is to act as umpire between the two parties if any differences or difficulties occur concerning materials to be furnished or work to be done, and it is hereby agreed that the decision of said architect shall be received as final by the parties herein named.

"In consideration whereof the said party of the first part agrees to pay to the said party of the second part the sum of thirty-three thousand dollars (\$33,000) on estimates made by the said architect from time to time, after the commencement, and during the progress of the work, keeping back twenty per cent., until the work is finished according to the plans and specifications and accepted, as security for the faithful performance of the within contract.

"It is hereby further agreed between the two parties hereto that the said party of the first part shall be at liberty, at any time before the completion of said work, to make any alterations in said plans and specifications that he may desire, and the said party of the second part agrees to perform said work according to such alterations, and the value of the same added to or deducted from said price specified as the architect shall decide.

"No member of Congress, officer or agent of the government, or any person employed in the public service, shall be admitted to any share herein, or to any benefit which may arise herefrom.

"Given under our hands this 11th day of July, 1867.

[SEAL.]

"O. O. HOWARD,
"Major General,

"Commissioner Bureau Refugees, Freedmen, and Abandoned Lands.

"Witnesses as to signature of Major General Howard, Commissioner, &c. :

"HENRY M. WHITTLESEY.

"E. P. RANKIN.

[SEAL.]

"J. W. RUMSEY.

"Witnesses to Rumsey's signature :

"JAMES H. MCGILL.

"HENRY R. SEARLE."

"Specification of the materials to be furnished and the work to be done by the carpenter and joiner for erecting and finishing a building, the Howard University, to be situated on their lot, on University street north, between ——— and ——— streets, ———, in the city of Washington, D. C., agreeable to the accompanying plans, elevations, sections, and working drawings, made by Henry R. Searle, Architect, Washington, D. C.,

"All of which, with such figures, writings, and details as may be upon them, are to be considered as forming a part of this specification.

"In the drawings, *blue* designates stone; *red*, brick; and *yellow*, wood.

"[7] "Dimensions and style of building to be as shown by plans, elevations, and sections. [8]

"*Height of stones.*—The cellar is to be 9 feet in the clear when completed. The first story to be 12 feet 6 inches in the clear. The second story to be 14 feet in the clear, and the third story to be 15 feet in the clear, when completed, between the end towers. The fourth story in the roof, between the end towers, to be 11 feet in the clear. The end towers to finish from the third floor up into the roof. The center tower to be carried up as shown by elevation.

"*Timbering.*—The joist in each floor, including the attic, to be 2½ by 14 inches, placed 16 inches from centers, and to be jointed to a width three-fourths inches crowning, to rest on the walls 5 inches and to lap by on iron beams 1 foot and well spiked together. Trimmers and headers for stairs to be 5 inches thick and in depth same as the joist. Trimmers and headers for flues to be 3 inches thick and in depth the same as the joist; all to be framed with a double tenrond and well keyed or pinned.

"Linets across cellar windows to be 8 by 8. The joist to be notched on and joined in.

"To be trimmers and headers for hot air pipes where required.

"Joists 26 feet long and over, to be bridged three times in their length; all over 12 feet in length to be bridged twice in their length, and all 12 feet or less once in their length. Bridging to be 2 by 2 nailed with two 10-penny nails at each end. To be 8 by 12 timbers across the halls. Where necessary joist framed in with a tusk tenrond, and furred on the under side.

"*Timber in the roof.*—Wall plate 3 by 10, upright rafters 3 by 16, upper girt or plate 3 by 4, overlayers or ceiling joist to attic 2 by 6, upper rafters 2 by 8; all to be placed 16 inches from centers. The roof to the central portion of the building to be supported by 3 by 6 studding, standing in the partition walls, 64 inches from centers, with a 3 by

6 plate and sill, the studding to extend from the attic floor to the rafters, the overlayers or ceiling joist to be supported by a 2 by 6 let into three 3 by 6 studding. The ceiling-joist to lap by on the partition 1 foot and well spiked together. The roof over the end portions of the building to be supported by open timber arches, as shown by section.

"The rafters on the central tower to be of two thicknesses of $1\frac{1}{2}$ stuff cut on a curve, spiked together so as to break joints, and to be not less than 6 inches wide.

"Joist in the deck 2 by 6 inches. Ribs in the dome to cupola to be 2 by 4.

"There is to be one more floor in the central tower than in rest of the building. Joist 2 by 8, 16 inches from centers.

"To be 86 by 6 posts in the cupola, to extend from the floor in the tower next above the attic, to the cornice of the cupola.

Roof.—Roof-boards to be seasoned 1 inch boards pine or spruce, not to exceed 8 inches in width, sound, free from loose knots, to be square on the edges, and laid with as close joints as practicable, without jointing, well nailed on both edges to each rafter, and made even on the upper surface.

"The upright part of the roof to the main building and tower and the dome to the cupola, to be slated. The main building to be purple Susquehanna slate, cut hexagon. The slate in the tower and cupola to be part purple and part green slate. The size of the slate to be directed by the architect.

"Thashings to be of single X bright tin, charcoal brand, put in where required to make the roof perfectly water tight.

"The angles of the roof on the tower and cupola to be formed by a 2-inch roll, covered with No. 20 galvanized iron, worked under the slate, and to lap 3 inches.

"All the slated roof to be covered with tarred paper previous to slating.

"The upper part of the main roof and tower, the gutters, (which are to extend up on the roof 1 foot above the top of gutter strip,) the gutter strip and top of cornice outside of it, and the roof to the porch, are all to be tinned with single X charcoal brand, bright tin sheets 14 by 20. The upper roof to be put on with raised lock. Cross joints soldered. The remainder to be locked and soldered in the best manner, and all made perfectly water-tight. The tops to the dormer windows are also to be tinned same as above. To be drips formed by the tin as directed. The crown mold to the main cornice to be of No. 20 galvanized iron, joints soldered.

"Where tin comes against brick work it is to turn up not less than 8 inches, to be worked into the joint 1 inch, well wedged in and the joint filled with cement.

"The gutters to box back where conductors start, so as to bring the water to the inside of the wall-boxes, to be 10 inches wide at the bottom and 1 foot 6 inches at the top.

"To be four 5-inch No. 20 galvanized iron conductor-pipes to extend from the main roof down on the inside and connect with the sewer or to the cistern.

"To be a 3-inch tin conductor from the porch to the ground, and a 4-inch tin conductor from the tower roof to the lower gutter.

"All to be fastened up in the best manner, with wrought iron hookers.

"*Partitions, furring, &c.*—Partitions in the janitor's rooms of wood as shown on plan. Studding 3 by 4, 16 inches from centers, double next to door jambs, to be jointed on both edges to a width and bridged twice in their length with 2 by 4 bridging.

"The outside walls in the basement of the janitor's rooms to be furred with $1\frac{1}{2}$ by 2-inch furring, 16 inches from centers.

"Furrings to be put in where required to finish the ceilings of the chapel and society-rooms, to be 2 inches thick, 16 inches from centers; all sides of the rooms to finish on a level as shown by section. Walls to be plugged for furrings, casings, &c., and no bond timbers used.

"To be lunets made ready for the mason where required, to be cut arching in a true circle, to be 1 inch thick at the ends, and to rest on the wall 3 inches at each end.

"The first, second, and third floors are to be counter-ceiled by nailing strips 1 by 2 inches onto the sides of the joist and cutting 1 inch boards in between the joist so that the top of the boards will be full 1 inch below the top of the joists for mortar; boards to be not over 8 inches wide, and all well nailed.

"To be strips $1\frac{1}{2}$ by 2 inches laid on the concrete floor in the janitor's basement to nail the floor to.

"*Door and window frames.*—All the window frames throughout, above the basement, and including the frames in the janitor's basement, to be box frames. The remainder of the frames in the basement to be 2-inch pine plank. The cellar frames to have leveled heads and $\frac{1}{2}$ -inch iron rods 3 inches from centers.

"Outside door frames in the first story to be 3 inches thick of plank, and to have ornate heads similar to the front door as shown on the elevation. All to be made as shown by drawings, of clear seasoned pine lumber.

"The dormer windows to be made as shown by elevation and working drawings.

"The cupola to be finished with wood as shown by elevation and working drawings, blind slats 1 inch thick of the best clear pine, one section to be made to open as a door.

"To be a scuttle in the deck to the cupola 2.6 by 3.6, to be raised up from the deck 4 inches, to be trimmed around and the cover tinned.

"The railing on the deck to be of iron of some similar pattern to that drawn, put up in the best manner.

"The upper part of the finial on the cupola to be of wrought iron.

"The upper cornice at the top of the slate roof to be of wood, made to the working drawing.

"*Sash*.—Throughout above the basement, and including that in the janitor's basement, to be 1½ counter checked. The remainder in the basement to be hinged, at the top to swing up. The windows in the janitor's basement to be eight lights, glass 16 by 16. The remainder of the windows to be as shown by elevation. All of the sash to be clear, seasoned pine, and in the box frames to be double hung with cast iron weights, pulleys 2½-inch shive, of the best quality, and best quality of sash cord.

"*Door and window casings*.—To be as shown by drawing of casing. The first, second, and third stories are to be finished off. Also the janitor's rooms in the basement, and the fourth story of the tower. The chapel and society rooms finish up into the roof.

"To be plinth blocks to all the doors and windows.

"All casings to be of the best quality of clear, seasoned pine lumber, made and put up in the best manner. All the windows except in the vestibule and tower to be finished square on the inside; the hanging style and outside stoop only being circular. To be hard wood thresholds to all the inside doors.

"*Floors*.—In every story throughout above the basement, and including the janitor's basement, attic floor and the floors in the tower, all to be of the best North Carolina pine 1½ when dressed, planed and matched, not to exceed 5 inches in width, and blind and well nailed to each joist or strip.

"All floors to be laid level and smoothed off after they are laid.

"The worst of the flooring to be selected for the attic.

"*Base*.—To be made as shown by drawing. The kitchen in the basement is to be wainscoted 3 feet high with the best quality of clear, seasoned pine, 4 inches wide, planed, matched, and headed with a molded cap. There are to be turned stops with rubber tips furnished and put into the base with glue, wherever required to stop doors against.

"*Doors*.—The outside doors to be made as shown by elevation, of two thicknesses of 1½ stuff, and to be of clear, seasoned ash.

"All the inside doors to be 1½ inches four-paneled doors, the molding stuck on the styles and rails, except the inside vestibule doors, which are to be 1½ flush paneled and covered with green leather, brass nails put on to some ornate design.

"Doors in the basement 7 feet high, above the basement to be 9 feet high.

"All the inside doors to be made of the best quality of clear, seasoned pine lumber in the best manner, and put together with wedges and glue.

"*Stairs*.—To be as shown on plan—risers, 1 inch; treads, 1½ inch; with nosing and cone on all except those going into the basement in the tower, and in the attic, which are to have a nosing only to all open stairs, the nosing and cone is to return on the end of the step and the string to be rebated and beaded. Risers and heads to be let into the wall string and to be put together with glue. The stairs leading into the basement from the tower to be closed down to the string with 2 by 4 studding, with a door at the head of stairs. At the head of the main stairs in the attic there is to be a door, and the stairs partitioned around up to the string of the stairs going to the next floor. From the attic floor to the roof of tower there is to be plain stairs with plain rail.

"At the foot of the main stairs there is to be 12-inch newels—octagon, continued double molded rail 5 by 5 inches; balusters 3½, turned, with square section top and bottom.

"In the janitor's apartments there is to be a 7-inch turned newel, 3½ by 2½ inches, molded rail, and 2-inch turned balusters.

"All stairs to be furred on the underside for plastering, except in the basement of tower and upper part of tower.

"Stairs to be built of lumber suitable for the places. The newels, rails, and balusters to be of oak or black walnut. The balusters to be dovetailed and glued at the lower end and glued into the rail.

"*Closets, &c.*—To be six drawers, and four pairs of doors in the pantry, (janitor's rooms,) and six drawers, and shelves as directed.

"To be a wood sink in the kitchen, to be used without lining, 4 feet long, 1 foot 7 inches wide, 6 feet deep, set 2 feet 8 inches from floor to top, and ceiled under, with a door of planed matched and headed stuff.

"To be a window in one end of the pantry, and a slide door between the pantry and dining-room, with a shelf one foot wide on the dining-room side, supported on iron brackets.

"The contractor is to cut away for water pipes or furnace pipes where required, and to do all carpenter and joiner work connected with the plumbing, but is not to do any

of the plumber's work. All water pipes to be eased. Cistern cover to be of 1½ planed and matched stuff, not to exceed 6 inches in width, with three battens of 2 by 4 stuff on the underside, to be tight in every respect and to fit the cistern.

"There is to be an opening in the cistern cover two feet square, with a door for the purpose of getting into the cistern.

"*Door furniture, &c.*—All doors to be hung with three loose joint, cast butts of suitable size, to each door. The inside vestibule doors to be hung with the best quality of self-acting hinges to swing both ways.

"The outside doors, above the basement, to be trimmed with Davenport and Mallory brass face, front door lock and latch, and to the double doors to be rebated, and to the double doors to be a flush-bolt top and bottom. The other outside doors to have a brass mortise-bolt.

"The outside basement doors to be trimmed with heavy rim-locks.

"The inside doors above the basement and in the janitor's rooms in the basement to be trimmed with Davenport and Mallory brass face mortise-lock and latch.

"All locks to have duplicate and assorted keys.

"All door furniture to be brown mineral with japanned rose and escutcheon.

"The sash in the basement and first story throughout in the box frames to be trimmed with the best quality brass meeting rail-fasteners.

"To be two brass lacquered shutter bars to each window fitted with shutters.

"*Inside blinds.*—To all the windows, including dining room and kitchen, and excepting those in the chapel and above the third story.

"All to be ¾-inch thick, in four sections wide and two high—two panels to each section—to be oval, horizontal, rolling slate, wooden rods; to be fitted and hung in the best manner in the casing, without boxes.

"*Painting and glazing.*—The sash to be painted one good coat before the glass is set, and drawn with two after it is set. All of the glass used to be of the best American, free from stain, or French sheet, except in the vestibule and chapel. The windows are to be filled with stained glass, leaded sash not to exceed \$1 per foot in cost. All glass to be well leaded and set in the sash with lead and oil putty and well trimmed.

"All wood-work outside that is usually painted to be painted three good coats of the best Atlantic lead and linseed oil.

"The iron railing to be painted four coats. The galvanized iron crown mold to be painted four coats and sanded in the last two.

"All inside wood-work to be painted four good coats of the best zinc in turpentine and oil. All hard wood to be finished with oil and wax.

"The tin roof and gutters to be painted three good coats of Winter's metallic paint, when they shall have been proved to be tight. All tin work which shows with the slate to be painted slate color.

"Colors and tints to be as the architect shall direct.

"*Gas-pipes.*—To be run concealed, of sufficient capacity to supply fifty burners on each of the first, second, and third floors; twelve in the basement and attic. Pipes to be put in agreeable to the regulations of the Washington Gas Company. Blind caps left where directed, and to be tapped and screwed on."

By Mr. BRADLEY :

Q. You testified yesterday in regard to red brick; state whether that was an increased expense to the building.—A. There was no increase of expense for putting in red brick, so far as the space occupied was concerned; but the building was intended to be finished with the face of the building-block as they were made, and not to be plastered; that left a red brick streak around under the joists at the top, which involved the necessity of plastering it on the inside in order to make a finished job.

Q. Have you any idea of the increased expense?—A. I could not say positively what the plastering cost. It is a large building. I have not the exact measurement of the plastering.

Q. Who did the plastering work?—A. I had it done.

Q. Who was the plasterer?—A. I employed a man to do it.

Q. Did you make out an account of it?—A. I did.

Q. To whom did you furnish that account?—A. To the accounting officer for materials and labor—General Balloch.

Q. That account should be in General Balloch's possession?—A. Yes, sir.

Q. Who completed the contract of Mr. Harvey after he left the building?—A. It was completed under my direction; I employed bricklayers and plasterers, outside of my own contract, to complete the work.

Q. Did you do it as superintendent, or under a contract?—A. It was not included in my contract.

Q. State whether there were any means used to strengthen that university building; and if so, state what they were.—A. For the tower we put up four brick piers from the foundation to the main floor; we then placed four turned yellow-pine large columns on each floor under the tower for the three stories, going up to the upper story,

upon which the wood-work and joists and floor of the tower rest to a considerable extent. Then in the west end of the building, the upper story of which is one large room and chapel, we put brick piers below, as under the tower, and iron and wood columns above; two iron columns to each floor and two wood columns, going up to the floor of the upper room, occupied as a chapel. There was a water-tank in the upper story—a very large tank to supply the building with water for all its purposes; we put some supports from the lower floor to the upper floor, to strengthen it.

Q. In regard to the chimneys of that building, were they or not taken down; and if so, by whom?—A. I had them taken down and had them put up under my direction.

Q. Of what material were they originally built?—A. The same as all the building.

Q. Of what when reconstructed?—A. We built them up of red brick, and refinished the roof where we had taken down the chimneys; we took them down to the roof of the building, and built them up of red brick, and refinished the roof.

Q. Did, or not, that strengthen the building?—A. It did not add to the strength of the building; it added to the durability of the chimneys. All the chimneys above the roof were very much exposed and much affected by the frost, which necessitated taking them down and putting them up again.

Q. Have any other means been employed to protect that building from the influence of the atmosphere, rains, frosts, &c.?—A. Yes, sir; the building was painted on the outside, at first on the north and east sides, afterward on all the sides.

Q. Do you recollect the cost of taking down the chimneys? of the materials for flashing, &c.?—A. No, sir; the account was rendered and handed over to the accounting officer, at just what they cost.

Q. Did you superintend the painting and what was done afterward?—A. A large portion of it was done under my direction; a portion afterwards, which was done under the direction of the quartermaster of the building.

Q. Who did the work?—A. Mr. Ryan did the work, the same man who was employed under my direction. I had the north and east sides painted, and the north side of the dormitory. The other painting I think was done under the direction of somebody else.

Q. In fulfilling your contract, or under your superintendence, did you purchase your hardware from any particular person?—A. No, sir, I did not always.

Q. Did you purchase the larger portion of it from any particular house in town?—A. I purchased a good deal from one particular house.

Q. State the name of the house.—A. John R. Elvans. I speak more particularly of the hardware of the university.

Q. Was that done at the request of any person; and if so, by whom?—A. It was purchased of him at the request of General Howard.

Q. What arrangement was made by you for the payment of these bills, and with whom?—A. I think the first bill I bought, which was quite a large one, I had deducted out the money I received when I took a certificate of the architect, entitling me to so much money.

Q. That is, instead of receiving from General Balloch the whole amount of the bill, you left in his hands the amount of Mr. Elvans's bill?—A. I think so, for the first bill. I am not positive. Afterward, as the months came round, I gave checks for Mr. Elvans's bills in each instance. I will not be positive as to the first, but I think the amount was deducted. In other words, I left the money with General Balloch, and would go to Mr. Elvans and get his receipt for it.

Q. You went to Mr. Elvans at the request of General Howard?—A. I did.

Q. Have you any knowledge of the relations existing at that time between Mr. Elvans and General Howard, in regard to any pecuniary transactions?—A. Yes, sir, I have, from what General Howard said to me at the time. I was not generally in the habit of dealing with Mr. Elvans; I was in the habit of dealing with others. He stated that it would be an advantage to have me deal there, if I could as well. He did not request me to do so, unless I could deal as well with him as with any one else. I told him that it would make no difference; that I always ascertained the cost of the articles I purchased, and could get them as well of him as of any one else. There were, as I understood, some payments that Mr. Elvans had not made.

(Mr. KERCHUM objected to witness stating what his understanding was.)

Q. State whether you saw the notes of Elvans indorsed by General Howard?—A. I did not.

Q. State whether you had any understanding with General Howard that purchases were to be made of Mr. Elvans because of the pecuniary relations between himself and General Howard?

(Question objected to by Mr. KERCHUM.)

A. Yes, sir; that was stated when he first made the request.

Q. Yesterday I asked you some questions in relation to a transaction by which \$15,000 was paid to the First Congregational church. I wish you now to state from whom the proposition came, and when it was made, to raise money in that way?—A. I do not think I can answer that question. The vote of the society and of the church

was what authorized us to prepare the bonds, and when the bonds were ready, as one of the committee of the church, I assisted in having the bonds finished and handed over, and in doing that the money was placed to the credit of the building fund with our treasurer.

Q. How came you to meet General Howard and General Balloch on that occasion; was there any arrangement?—A. Yes, sir.

Q. State how you came to meet them.—A. I could not say by whose request. I went there as a member of the committee to General Howard's office. I met there General Howard, General Balloch, and, I think, Colonel A. P. Ketchum.

Q. Now state distinctly what passed at that time in reference to the amount of checks which had been prepared to pay for the bonds.—A. The check was for \$24,000. We passed \$18,000 of the bonds over to General Balloch.

Q. How many bonds did you take with you?—A. We had the book which had all the bonds we used there. There had been at that time \$30,000 of the bonds signed; \$10,000 were authorized by the society. For the \$24,000 check, given at that time, \$18,000 in bonds were handed over to General Balloch, and \$18,000 placed to the credit of the building fund.

Q. To whom was that check delivered? Who was present when it was delivered, and what were the instructions given to the person to whom it was delivered?—A. It was talked over by General Howard and General Balloch, and instructions were given to the messenger to take the bank book, which represented the treasurer's accounts of the building fund, and have the \$18,000 placed to the credit of that fund.

Q. What instructions were given in relation to the other \$6,000?—A. The instructions were to place the balance to the credit of General Howard's individual account. This was at the savings bank, then at the corner of Nineteenth street and Pennsylvania avenue.

Q. By whom were those instructions given?—A. They were given by General Howard, in connection, I think, with Captain Sladen. I may be in error about his name. He kept the account of the church matters more especially.

Q. Have you any knowledge, derived from General Howard, as to any bonds which he held at that time for \$6,000?—A. No, sir.

Q. Have you any knowledge, derived from him, of his having sold a house to Major Eaton?—A. I heard that in conversation at the time.

Q. At that time, or at the time of the negotiations for the payment of this money, was the fact that General Howard had sold his house to Colonel Eaton spoken of; and was anything said at the time about his holding a mortgage on the house?—A. Yes.

Q. State what was said about that in General Howard's presence.—A. I heard this. It was none of my business. I heard them say that this \$6,000 of bonds upon the house would be taken as security by the university for that portion of the check; the difference between the \$18,000 we took as bonds of the church and \$24,000. I heard this at the time.

By Mr. WOOD :

Q. This check of \$24,000 was upon whom? Was it a draft, a warrant, a check, or what?—A. I saw the check. I could not say upon whom it was drawn; but I think it was upon the treasurer. It was some little distance from me and I did not examine it closely. I was not near enough to see. I think it was a check upon the treasurer.

Q. Signed by whom?—A. By General Balloch.

Q. By General Balloch as disbursing officer?—A. I could not say; I was not near enough.

By Mr. BRADLEY :

Q. Did you ever know anything of this American Building Block Company?—A. I knew there was such a company.

Q. Who was the superintendent of the company at the time the university was constructed?—A. I do not know who was president; I know who was the acting man, who did the business.

Q. Who was he?—A. Colonel D. L. Eaton. I think the business was done in the name of D. L. Eaton & Company.

Q. Is he an officer of the Freedmen's Bureau?—A. I think not.

Q. Is he of the university?—A. No, sir; I think he is of the Freedmen's Savings Bank.

Q. Do you know who are the stockholders?—A. I only know by having people tell me. I do not know personally.

(Mr. KERENUM objects to witness stating what is not within his knowledge.)

Q. Do you know anything as to the cost of the university building?—A. Yes, sir. I have a close approximation to it. I shall not be able to state exactly. I know the contracts, and I know very nearly the amount of extra work.

Q. What was it to the best of your knowledge and belief?—A. I think the university building, not including the dormitories, cost from \$110,000 to \$115,000. That is the

university building proper. Now as to the dormitory I have an approximation. I know what the contract was. I do not know how much the extras were, or the amount of work done, &c. I think that one dormitory cost about \$65,000 or \$75,000.

Q. Then as to the hospital?—A. The contract for the hospital that fell was in the neighborhood of \$45,000.

Q. Were there any other buildings?—A. There is in progress now another dormitory.

Q. That you don't know anything about?—A. I only know what the contract was.

Q. Did you ever make any effort to secure for yourself personally, any lots situated on that land, supposed to belong to the university?—A. No, sir; I did not. I made inquiry and found that the most eligible lots, on which I would like to locate, were not in the market, and I made no further inquiry.

Q. Why not in the market?—A. They were sold.

Q. To whom?—A. Various parties.

Q. Name them.—A. To Mr. Alvord, General Balloch, and General Howard, and I do not remember the others. There were no lands that I desired to have that had not been sold.

Q. The eligible and best lots had been disposed of to the parties you have named?—A. There were other parties and other lots; but no lots that I wanted that were for sale.

Q. These gentlemen are all attached to the Freedmen's Bureau?—A. Yes, sir. I do not say that all who purchased lots were. I only say that these I named were. There were others who purchased lots there, I presume, who were not attached either to the Freedmen's Bureau or the university.

By Mr. KETCHUM:

Q. When did you make your application for the purchase of lots?—A. As soon as I heard they were in market for sale.

Q. I just want you to tell me when?—A. I could not. I could not remember the date. As soon as I heard the property was in the market I made the inquiries.

Q. On the same day?—A. No, sir. I think not.

Q. How soon?—A. Within a day or two.

Q. To whom did you apply?—A. To Mr. Hall.

Q. Who is Mr. Hall?—A. He was a real estate agent who had that sale in charge, I believe.

Q. Did you find any lots for sale upon the tract that were good lots?—A. Yes, sir; a plenty, or a number of lots.

Q. Did you make any offer for any of the lots?—A. I did not; there were none for sale that I wanted.

Q. Where was Mr. Hall's office?—A. I think it was then on Louisiana avenue, near seventh.

Q. What is the size of the university building, if you can tell?—A. I cannot give you the exact dimensions. It is, I think, about 70 feet one way.

Q. Is it about 200 feet long?—A. It is, I think, not quite 200 feet long, and about 70 wide.

Q. State the height of it to the cornices.—A. About 7 feet clear in the basement, about 14 feet in the first story, about 15 feet in the second story, about 14½ or 15 feet in the third story. The French roof is about 9 feet. Then there are 11-inch joints which most of course be added to the height of each of the three stories.

Q. This block is called the "American building block"?—A. I believe it is.

Q. Do you know any American Building Block Company, so called?—A. I do not know as I know anything more than hearing of it.

Q. Do you know of any company entitled the American Building Block Company?—A. I always supposed the company went by that name.

Q. You stated that it went by the name of "D. L. Eaton & Co.?"—A. I said the business was done under that name.

Q. It was not an incorporated company?—A. No, sir; not that I know of.

Q. Do you not know that other companies were making these blocks in various parts of the United States?—A. I know by hearing it that they were made in New York, in Newark, and in other places.

Q. In Philadelphia?—A. I do not remember Philadelphia; I know there were several other places.

Q. Do you remember at the outset of this work having to send to New York, Philadelphia, and Newark to procure this material in consequence of the shortness of the supply?—A. No, sir; I did not do the mason work, and do not know.

Q. You were aware of the opinions formed or mooted about the quality of this material from hearsay? You heard much about it?—A. Yes, sir.

Q. It was uncertain, was it not, whether or not in the use of this material it would be necessary to fur on the inside wall for plastering?—A. Yes, sir.

Q. It was thought it would not be necessary, was it not?—A. Yes; that was the conclusion I came to.

Q. Furring means putting light wood-work on the inside of a wall on which to fasten the laths for plastering?—A. Yes, sir.

Q. And that would be avoided by using this material, some thought?—A. The idea was that it would not need to be plastered at all.

Q. I want you to answer my question. Was it certain that it could not need plastering, or was it a mooted question whether it would or not?—A. That never was discussed when I was present. I could not answer.

Q. But, if it was to be plastered, the plastering would be laid on the material without the necessity of furring?—A. The plastering not being in my contract, and I having no interest in it, I am not acquainted with that fact. I was doing the wood-work, not the mason-work.

Q. You plastered finally, did you not?—A. Yes, sir. After Mr. Harvey left, the building was plastered on the wall with a very light coat.

Q. One coat of plaster was it not?—A. A part of it was one coat, and a part of it we put two coats on.

Q. Commonly plastering takes three coats, does it not? A scratch coat, a brown coat, and a white coat.—A. Yes, sir. This plastering was very much less expensive than ordinary lath and plastering.

Q. You speak of a course of common red brick for the support of the floor timbers?—A. Not for their support.

Q. I mean for laying them on; in immediate conjunction with the floor timbers. Do you say that the presence of that course in the rule required plastering; that that was what required it?—A. It required to be plastered in order to whiten the red brick, or else there would appear a space of red all round the room two inches wide.

Q. Could not that have been whitened all the way round to the line of the building block?—A. It was laid flush with the building block, and the plastering over the red brick necessarily required to be put on over the red brick. The question came up whether we would run a small molding all round the room and leave the other without plastering, or to plaster the whole. It was thought that one would be as expensive as the other, and therefore that it would be better to have the whole plastered.

Q. Could not the red brick have been whitened without plastering so as to look like the other?—A. It would have been very difficult.

Q. Difficult but possible?—A. It is possible.

Q. By flush, you mean even?—A. I mean the other brick are very thick, and these very thin. The red brick were only half as thick as the other, and this small red course round the top would be difficult to whiten so as to make it look like the other.

Q. You mean they were two inches thick, and the other four inches thick, and the color of the brick could have been seen, could it not?—A. The block were not quite four inches thick.

Q. It was determined, on the whole, to plaster and not to leave the face of the wall as it was?—A. There were other reasons for plastering.

Q. Now, sir, about the interlineation of that contract: there never was any difference about that?—A. No, sir.

Q. That contract was to be made by the Commissioner of the bureau, was it not?—A. It was.

Q. The words interlined were intended when the contract was made—there was no difficulty about it?—A. Not at all. I approved of it.

Q. Do you know that the interlineation was not there when you signed the contract?—A. It was not there. I was spoken to about it afterwards, but no objection was made. I knew when the words were placed there and approved it.

Q. You knew at the time that General Howard signed the contract as an officer and as Commissioner?—A. Yes, sir; I supposed he did.

Q. Give the size of that water tank which you have testified to, if you please?—A. It was about 25 feet long—I only give my impressions, I do not know positively—about 7 feet wide, and about 3½ feet deep, lined with heavy lead.

Q. When you spoke of taking down chimneys, what you meant was that you took down the chimneys where they were topped out above the roof, you took down nothing else?—A. From the roof up only.

Q. How high did you top them out above the roof?—A. I should think, on the average, about four feet. Some were higher and some lower.

Q. You spoke of being upon a committee that investigated the cause of the fall of the hospital; was any report of the result of your examination made public?—A. Yes, sir.

Q. Is this your signature upon this paper?—A. It is, sir.

Q. This is the report of the committee.—A. It is.

Q. Please describe the foundation wall of the north dormitory building.—A. The foundation wall of the dormitory was badly built. It was about two feet thick; of short stone; with no stone at all, or but few, binding across the wall. The wall separated—one side went out and the other in—as I should judge from looking at it after it fell, and at what remained that did not fall.

Q. It had two faces, one inside and the other outside, filled in between with small stone; and, after a great rain, it opened and let down the wall that rested upon it.—
A. I do not remember about the rain. The foundation wall was not properly built, and, in my opinion, caused the fall of the north end of the dormitory.

The following report on the fall of the hospital, referred to by the witness, was here introduced in evidence:

“WASHINGTON, *March 15, 1869.*

“SIR: The committee appointed by yourself to investigate the cause of the accident to the freedmen’s hospital building, on Fifth and Boundary streets, in this city, have the honor to report thereupon, as follows:

“The accident occurred on the morning of the 31st of December, 1868. The walls of the structure, consisting of a main building and two wings, had nearly approached completion. Those of the main building, three stories in height and sixteen feet higher than the wings, had reached their upper course. The walls of the wings, two stories in height, had been completed.

“The whole building, including the wings, was about 114 feet long. The main building was sixty feet, and the wings about fifty-four feet in length.

“On the day above mentioned, at about half past one o’clock, just after the workmen had finished their luncheon and had got upon the scaffold at the top of the east front and resumed their work, the walls of that front suddenly crumbled and fell, bringing down in the wreck laborers, scaffold, joists, beams, &c. The carpenters on the wings, seeing the accident, instantly descended, making their egress by the west front.

“In about an hour afterwards the west front gave way, somewhat in the same manner as the foregoing, though falling but a piece at a time.

“The sudden destruction of the material commenced on both fronts at about the same place—about two feet above the foundation. The walls of the wings were standing when the committee made their investigation; but were not believed to be available for reconstruction. Although some twelve workmen were upon the scaffold when the east front gave way and were precipitated with it into the rubbish below, no loss of life occurred, and all the parties injured have recovered.

“The value of the material destroyed, (including labor,) offset by that preserved, and taking the wings as to be necessarily pulled down, is estimated by the committee at \$22,411 65. The cost of removing the wings, rubbish, &c., were estimated at \$2,000. No harm was done to the foundation, which is of stone, and well constructed.

“Upon the occasion of the committee’s visit to the scene of the accident the wreck of the walls was a pile of disintegrated material, resembling more a sand heap than the rubbish of bricks, although portions of broken bricks still retaining shape were mixed with the mass.

“Bricks taken from the piles in the shed close by and from those at the works of the company, destined for the building, broke readily with a slight shock, their surfaces in many instances having been shelled as if by the action of thaw after a frost.

“There was found, on examining the brick, to be an exterior crust of only somewhere about three-eighths of an inch in thickness. The interior appeared to be of soft and apparently uncombined constituents, principally sand and caustic lime, which the finger could readily separate from the mass. The sound of the block upon percussion was dull and destitute of ring.

“The architect of the building is Henry R. Searle, esq., of Washington. The contractors for its construction were Messrs. Evans and Entwisle, of this city.

“Copies of the contract and specifications are inclosed herewith, marked —, from which it will be seen that the material of which the building was to be constructed was that known as the ‘American building block,’ furnished by the ‘Washington Building Block Company.’

“Between the 10th and 15th of December, 1868, the temperature was almost constantly below freezing, and from the 15th onward, as reported by Dr. Barbarien, of the Sedgwick barracks hospital, it was constantly above freezing, until the 31st, the day on which the building fell. That day, it will be remembered, was quite warm. There had been considerable rain during the nights preceding the cold weather.

“The weight of the walls, with timbers, &c., has been computed at 396,673 pounds. The first course in the piers contains 138 blocks. The direct vertical pressure on each block was, thus, 2,874 pounds, not including weight of absorbed water, which is calculated at —.

“The committee being desirous of having as thorough an investigation as practicable into the character of the material used in the construction of the hospital, and its connection with the causes of the accident, availed themselves, through the kindness of the Surgeon General, of the services of Dr. B. F. Craig, of the laboratory of the Surgeon General’s office, for an examination of the constituents of this block, and of Major W. R. King, of the United States Engineer Corps, who, through the kindness of Captain Breese, of the United States Navy, had specimens of the brick in the hospital submitted to the crushing test.

"The accompanying prospectus of the Washington Building Block Company sets forth in general terms an account of the merits of the block they produce.

"The committee also have had the advantage of a description of the material; of the process of its fabrication, and of its merits, when made under proper circumstances, and according to the requirements of the patent, by the inventor in person, Mr. Van Derburgh, of New York.

"The process of the fabrication of this material, as described by Mr. Van Derburgh to the committee, and also to Dr. Craig, and which was that adopted for the Washington Building Block Company, is, to use Dr. Craig's language, as follows:

"Clean and sharp sand—in that condition as to dampness which it generally has when freshly taken from the ground, not actually wet, nor yet dried by long exposure to the air—is measured in a rough way, and mixed thoroughly with about one-ninth of its volume of well powdered caustic lime.

"These ingredients are well mixed together in a revolving cylinder, a little water—one and two-thirds gallons to each bushel of sand—added, and the mixture subjected to the action of superheated steam at a temperature going as high as 600° Fahrenheit.

"After this action has continued for about an hour, the mass is taken out and soon afterward put into molds. In these molds it is subjected to percussion, or ramming; a block of eleven pounds weight receiving three blows from a hammer of half a ton, falling about a foot.

"The blocks, when first taken from the molds, are soft, but they harden rapidly, the hardening being much accelerated by alternations of moisture and dryness.

"A small quantity of hydraulic cement is sometimes mixed with the mass, and this hastens their hardening; but it is not known to affect the strength of a block one or two years old."

"The affidavits of D. H. Bliss, of the Washington Building Block Company's Works, and of William H. Arnold, in charge of machinery and inside work of the factories, set forth the following in relation to the components of the block in question, and the mode of its fabrication:

"Mr. Bliss states that he endeavored to carry out the exact conditions of the patent, and the recorded rules of the company, as to the manufacture and delivery of material, to the best of his ability. He required the best sand the bank afforded, and on several occasions he has stopped the works because of insufficiency of sand of the quality desired.

"Great care had been exercised in the selection of lime, his object being to secure the best that could be found, suited to the purposes of their manufacture. They often went to the extent of discarding the productions of two or three prominent manufacturers.

"If at any time there seemed to be a change in the quality of the sand or lime, the combination was so adjusted as to keep the proportions as nearly as possible in accordance with the requirements of the patent.

"Mr. William H. Arnold states that he had charge of the inside work of the factory during the greater portion of the time it was in operation. The first two months the operations were governed by the rules sent from New York as to manufacture according to Van Derburgh's patent, but finding that unsatisfactory, for want of sufficient lime, the proportions were increased to six bushels of lime to forty bushels of sand. When the lime was found to be slacking, he added fresh lime. The mixing, packing, and steaming was carefully attended to. The introduction of steam and hot water he considered a great advantage in cold weather. He frequently rejected lime brought to the factory on account of its poor quality, and ever thought, and frequently remarked, that the sand was not equal to clean, sharp, river washed sand for the above purpose. Several times he weighed, and then washed and dried parcels of the sand, and by re-weighing the same, found the loam in the very best of our sand to amount to fourteen pounds and upwards per hundred. He frequently applied to Mr. Bliss to have sand more carefully selected. He concludes: 'So far as experience in management and improvement of machinery and mixing could effect, the blocks made last season, with the exception of a single lot, should have been the best block—had they have had the time given them, and favorable season, management, protection, &c.—compared with the block used in the erection of the university.'

"The rules of delivery of the manufactured material were very particular, requiring every block to be inspected, and nothing to be delivered under three months' age, save at the risk of the purchaser.

"The material for the hospital (Freedmen's) was sold at the mill, the contractors taking it at the yard with their own teams, and under their own observation, as well as that of the architect, and they, or their agents, were warned on one or two occasions not to go on with the work, or rather to suspend the work for a period, because of the heavy rains and severe cold weather following the same.'

"Mr. Entwisle, one of the contractors for the building, states, 'that the first material delivered had been made some three or four months, and had had the advantage of that amount of settling.'

"From that time up to the frustration of further proceedings on the work by the accident, deliveries were made from time to time of material of the same nature, but more recently made, and some of it not more than two months old.

"The contractors, in fact, were pressing for its delivery, and some of it was rejected by them on account of its having absorbed so much water after the wet season had set in. None of the material was frozen when put into the building. The exterior walls were put up of fifteen-inch, and the interior walls of ten-inch material. The bond in the main wall was made by inserting in every fifth course a header course in the interior wall, with a split half-brick, of the same material on the exterior and interior. The bond in the interior walls was formed by laying the blocks lengthwise upon the lines of joining of the blocks, with split blocks on either side every five courses. A course of red brick was laid under the joists, the architect ordering the same to be done on account of the softness of the material which the ends of the joists would have otherwise had to rest upon. Red brick was subsequently, upon the application of the contractors, laid between the joists until it got above them. Everything in the process of the work had passed without any material observation on the part of the contractors, except that some two weeks before the accident one of the interior walls, from wetting of the courses, or otherwise, began to show signs of instability, when the contractors inserted props to relieve the weight of the floor timbers thereupon and prevent an accident. This wall did not, however, break down with the rest of the building when the accident occurred.

"There had been serious rains, followed by cold weather, a short time previous to the 21st of December; but the tops of the walls had been covered during the time of the rain, which was generally during the night.

"Whatever advantage may be claimed from the cavity in the center of the block, with reference to its merits as forming an air chamber, there can be very little percolation of air, much less water, through a wall built with these blocks, for the reason that the mortar between the courses necessarily fills up the brick in the four courses which are laid parallel with the interstices, immediately over each other. In the fifth course the cavities were laid transversely, so that the interior walls could not have received wetting to any notable extent. The bricks in question were saturated with water from the rains upon the surface of the walls.

"Mr. Hutchins, contractor for the mason work, states that he went frequently to the sand pit. "The material was different in different strata. When they first began to make brick there, they had the white sand, good and very plentiful; afterwards, when they got deeper, the good sand became scarce, so scarce that they refused to sell the white sand—they could not spare it. There was a great difference between the material they were selling us for the asylum and the material that was used in the first building, (Howard University.) The brick that gave way were the best brick in the building—the first that we bought. They gave way right at the sill course. They were laid when there was no frost."

"Mr. Hutchins states that the walls were covered at the top from rain, and that he did not believe that the water went down the interior of the walls of the building and froze in there, and the bursting came from that. He thought it impossible, because the holes were filled up with mortar. He said that the water in the bricks came from the washing of the rain; then there came a frost. The frost did not damage the stability of the bricks at the moment, and even afterwards there were some bricks tightly held together and not affected by the thaw. The interior walls did not give way so badly as the exterior. He states that he sent brick back so frequently as somewhat to annoy the company's agent at the works; that he would not take any brick if they had any wet or frost in them. Mr. H. did not consider the brick to have been sufficiently seasoned when they were put in.

"The affidavit of the superintendent of the company, Mr. Bliss, was referred by the chairman of the committee to Mr. Searle, the architect, for such remarks as he might feel called upon to make thereupon. Mr. Searle replied in a letter, which is quoted entire, as follows:

"In reference to the affidavit of the superintendent of the Washington Building Block Company, which you referred to me to-day, I will respectfully say, that what is there stated about the manufacture of the material, and the rules of the company for the delivery of it, I believe to be true, and will cite this affidavit as *prima facie* evidence that the material used in the hospital building was of a good quality. The material was accepted by me, on the ground, at the works, on the statement of the superintendent that he had set apart the best of the material for that building, and if any material under three months old was delivered, it was against my instructions.

"The contractors for the building employed a man at the works, by the name of Jerry, to deliver the material; he having been employed about the premises from the commencement of operations by the company, and most likely to know which the best material was. There was quite a lot of the material taken down to the building which was not fit for use and which was not always returned, but was put one side to be returned or deducted.

“The tests made show, at the very worst, that the block would carry nearly three times the weight required of it, which, in iron works, is all that engineers require. Iron grows no better from age, but the block improves with age.

“The analysis, as far as I have heard, shows there is no loam in the block, but a small portion of alumina or clay, which is not considered, under ordinary circumstances, to be an objection.

“My test of the block, the winter before, showed that they would stand frost at almost any age, and from the best evidence that I could get, these blocks were made as the others were, and the affidavit above mentioned shows them to have been so made; therefore I had no reason to suspect that they would go to pieces with frost, there having been none to test them previous to their being put in the building.

“It was the intention to have had the walls up and had them covered before any bad weather; but the contractors were unavoidably delayed with the foundation, so that no brick of amount were laid until after the 1st of October. Had the walls been laid in warm weather, and covered in securely from the weather by the roof before frost, I do not believe there would have been any trouble with them; though I do think, from what I have observed since the fall of the building, that there was some defect in the action of the lime upon the sand, and the blocks were not as well set—to use a mason's term—as those made before. This defect, not to my mind a serious one, may have been caused in good part by the change of lime, mentioned in the superintendent's affidavit.

“My reason for thinking the lime used in these blocks was slower in action than that used at other times is, from the fact that the debris about the hospital building was so caustic as to burn the feet of the horses at work there to such extent that they had to be washed and greased every night, and would burn the shoes of the workmen; this ought not to be the case, had the lime expended its force on the sand.

“In all my experience with this material, wherever there has been any trouble, it has been where water has been allowed to get in the top of the wall, and run down in the cavities and freeze; those cavities being to a great extent filled with mortar, and that mortar freezing and acting as a wedge, not only to split the block, but to cause the outer shell to burst off, and this I believe to be the main cause of the fall of the hospital building, as it is a fact that just at the time the first story of the building was up, there came a very heavy rain, which soaked the wall from top to bottom, and froze immediately after; the freezing giving the wall an appearance of dryness, but when a thaw came the water oozed through the bottom of the wall, and after the fall of the wall, it was found very wet, and so frozen that picks were used to clean the water table.

“I am the more inclined to this opinion, from the fact that having had occasion today to examine the Howard University building, in the company of an eminent architect, I found the blocks in the attic, which were of the same lot as those used in the hospital, and laid at the same time with the first story of that building, but not exposed to frost, to be perfectly hard, and those which had been the wettest by the water running down the wall were the hardest, and this architect expressed himself surprised at their hardness.

“In conclusion, in justice to myself, I must state that I had nothing to do with the selection of the kind of material to be used in the hospital building, there having been plans and specifications made and proposals received for a similar building on the same site, in which this material was to be used, before I was employed as the architect, and when I was employed, I was instructed to use this material.

“In a letter, dated January 22, 1869, to the chairman of the committee, Messrs. James McClintock & Sons, of Vineland, New Jersey, state the following to be their view of the requisites for the production of good reliable blocks of this material in that locality:

“First. Pure sand, whether coarse, medium, or fine is immaterial. It should be siliceous, free from clay or loam, which deteriorates the quality of the block; unburnt clay being so susceptible to the action of frost.

“Second. Freshly ground stone lime of good quality. Hydraulic cement of good quality.

“Third. Suitable proportions of the mixture, to be determined by direct experiment and through mixing, having special regard to the wetting of the mixture, so that the lime may be as speedily slacked as possible.

“The greatest need of the blocks is proper seasoning before they are put into the wall. They should not be used under two months from the time they leave the press, having in the interim been exposed to an alternation of wet and dry weather; one day wet and six days dry being the best, and, if possible, they should season for from three to six months before use.

“The experience of Messrs. McClintock & Sons is, that the following are the best proportions for their material: 20 bushels of sand, 2½ bushels of freshly ground stone lime, and 1½ bushels of Copley's cement, the lime and cement being one-sixth of the whole mixture.

"Messrs. McClintock & Sons state that they made a few less than a hundred without the cement, simply sand and lime; result, not so tough, edges were more crumbly than if there was cement in the block. They further state that blocks made wet and dried several times before frost, resist better than any building material in the same quantity they have seen, not one in fifty being injured; but if the blocks are made and exposed to wet, and then frost, immediately on thawing they are cracked, shelled, destroyed, and if they contain loam, frost acts with greater power, the same as in clay bricks when molded but not yet burned.

"Mr. Charles McKnight, of Pittsburg, in a letter of January 13, 1869, to Professor Joseph Henry, of this city, in describing the requisites for a good patent building block and stone, speaks of conscientious manipulations of the materials, which should be clean sand, unmixed with loam, with a proper proportion of good building lime and cement, and then sufficiently condensed and ripened. He further states that he uses no cement in the block, but one-seventh of strong ground lime, and the rest pure sand, carefully and thoroughly mixed together and steamed. A 1,200 pound hammer gives each block three direct blows. After remaining three days in the racks, the blocks are carefully piled, with lath between each course, so as to allow perfectly free admission of air on all sides. If this is not done, the blocks will remain green for a long time.

"The committee here insert extracts from report of Professor E. N. Horsford, dated December 27, 1867, and addressed to Mr. Van Derburgh, with a view to comparison of the results of the examination of the material submitted to him.

"Van Derburgh, by his process as at present carried out in practical working, intimately mixes finely ground unslacked lime with moist sand in a closed chamber kept in constant agitation.

"The affinity of unslacked lime for water, causes the lime dust to adhere wherever it touches the surface of the moist sand. Slacking instantly commences, and is aided by the introduction of steam into this confined space. Under these circumstances the heat evolved in slacking the lime, as well as the heat due to the steam admitted to the interior of the continuously stirred and kneaded mixture, is brought to bear on the silica at the surface of the sand grains in contact with the moist hydrate of lime.

"After continuing in this condition for a suitable time it is subjected to great pressure, imparted by successive percussions in metallic molds. This process results in a block, the surface of which rapidly becomes hard, and the hardness gradually extends from the surface to the heart of the mass."

"Van Derburgh's invention is the *application of heat* to the mixture of sand and moist hydrate of lime to increase the amount and effectiveness of the cement before the blocks are molded. The amount of the cement is increased inasmuch as the production of silicate of lime from a mixture of sand, lime, and moisture is facilitated by heat, as I have demonstrated by experiment, and this has been brought to bear for a length of time before the materials are molded and pressed. The effectiveness of the cement is increased, since the mode of manufacture spreads the cement more uniformly over the surface of the sand grains."

"In Van Derburgh's process the ingredients enter the block at a more advanced stage of the chemical action which is to result in solidification; more freshly formed silicate of lime exists in the block when molded and pressed under Van Derburgh's improved process than under the process of Foster.

"Microscopic examination shows the individual sand-grain in a Van Derburgh's block to be coated by a transparent crystalline cement. This transparency and crystalline character are evidences of tenacity in the cement, because of the extent of surface and thickness through which the cement exerts its binding force. They are due to the hydrated silicate of lime; in part to the double hydrate and carbonate, and doubtless also in a fresh fracture to the crystallized hydrate. This hydrate on exposure to the atmosphere absorbs carbonic acid, forming additional double hydrate and carbonate, which imparts greater tenacity and hardness to the extent of the action, and accounts for the most part for the rapid hardening which a fresh surface experiences on exposure to the atmosphere."

"Silicic acid, combined with lime, for every hundred parts of quick lime employed

"In Van Derburgh's 5.02."

"I have also analyzed a block of Van Derburgh's stone, some twenty months old, and find the proportion of silica derived from the sand of the block by the action of the lime at the time the block was made, and during the period which has since elapsed, to be very large. Assuming the composition of the block to be nine of sand to one of quick lime, I find the proportion of silica produced by the action of the lime to be 49.67 to every hundred of lime. This percentage, compared with a block of Van Derburgh's stone, freshly prepared, using chemically pure lime, gives a ratio of 0.7430: 0.9751, or nearly 10 to 1. Compared with the silica in a block of commercial quick-lime, it gives a ratio of about 42 to 1."

"Dr. Craig reports his observations of the composition and elements of the blocks, and states his views of the subject before him, as follows:

"The general composition of the blocks varies in different parts. Scrapings from the outside of the block marked —, Brick taken from wall, two feet above the stone work, on a line with crushing point, were found to contain 76 $\frac{49}{100}$ per cent. of sand grains, 3 per cent. of clay, 14 $\frac{7}{100}$ per cent. of carbonate of lime, 1 $\frac{3}{100}$ of hydrate of lime, traces of iron, alumina, silica, and magnesia, and hygroscopic moisture.

"The amount of carbonate lime, which is the mean of two closely agreeing determinations, is noticeable, since it has been found in mortars that the crust which forms on the surface, by the action of the air, is carbonated only to the extent of fifty parts of carbonate to thirty-seven of hydrate; half of the lime only seeming to unite with the carbonic acid of the atmosphere, while in this case 88 per cent. of the lime is in a state of carbonate.

"A fragment taken from the interior of the same block yielded a quantity of carbonic acid too small to be weighed with accuracy, the lime being almost altogether in the caustic state.

"The amount of carbonate lime, therefore, decreases as the block is penetrated from the outside; but the decrease is not a gradual and regularly progressive one, but takes place quite abruptly at a certain distance from the surface.

"Photographs are herewith forwarded, which show the appearance above alluded to, in two of the blocks. The depth to which the conversion of the concrete has taken place has evidently depended upon the amount of exposure to the air.

"In a block freshly taken from the wall, the crust would probably be much thinner in some parts than here represented.

"I have not had an opportunity of trying the depth of penetration of carbonic acid in a block which has been for a long time in a wall, but in one which had been made for eighteen months, and had never been used in building, I found that the conversion into carbonate had apparently extended throughout the mass.

"The two other blocks sent for examination differed from that whose analysis is given above, by containing less lime and more sand and clay; otherwise they were of the same character.

"Silica, in combination, was found in all of the blocks; but how far it was derived from the lime used in the fabrication, and how far it was generated by the action of the lime on the sand, I have not ascertained. It is not present in large enough quantity to materially affect the strength of the mass, and whatever benefit is derived from any slight action of the lime on the sand I would be inclined to attribute to the formation of a more adhesive surface on the grains, by a corrosion of their smooth exterior, than to an alteration in the composition of the cementing material.

"In considering the possible causes of the weakness in these blocks, it will appear in the first place that the presence of any considerable portion of pulverulent clay must be detrimental, both from its coating the grains of sand and so preventing the adhesion to them of the cementing material, and from the effect of its presence in weakening the cement itself, or more accurately, perhaps, in interfering with the formation of crystalline fibers, from one sand grain to another.

"The form and size of the sand grains is also a matter to be taken into account. The mass is stronger when the grains are well packed together, as in that case there are fewer void spaces left unfilled by the cement; but wherever the surface of the grains are in actual contact, adhesion will not occur unless the fragments of sand have been previously thoroughly coated with lime. It would therefore seem better that the grains should be angular and come in contact as much as possible by points.

"In examining, with the magnifying glass, sand from the fragments which I brought with me from New York, I observed that the block which gave the best results in proportion to its age, namely, one made at Pea Shore, which stood up to fifty-five thousand pounds, with very little cracking, was composed by grains that ranged from the smallest size up to what might be called minute pebbles, and that the larger grains were quite irregular and angular in shape; while sand from a block which gave way sooner than could be expected, from its age and purity of material, presented grains of a much more uniform size and of rather rounded figure.

"Where sand contains two sets of grains of very different sizes the smaller may be expected to pack down into the interstices of the larger, and thus make a more compact mass.

"Attention may also be called, in this connection, to the importance of a thorough hammering of the blocks while in a soft condition, for as long as there remains a possibility of diminishing the size of the block by further percussion there must be vacancies between the grains not filled by the lime, each of these vacancies being a break in the continuity of the material.

"In conclusion, as some general opinion may possibly be expected from me, I would remark, that from a short investigation of the matter it seems to me that the giving way of the patented building blocks does not seem to have depended on any essential unfitness of such blocks for building purposes, but upon an error in the choice of the

sand, and perhaps also upon some haste and neglect in carrying out the details of the manufacture.

“The chemical theory of the hardening of mixtures of lime and sand divides itself into two great branches, concerning both of which our knowledge is in an imperfect state. The first case is that of hydraulic mortars, in which the carbonate of lime, as existing in the original rock, is largely mixed with silica and alumina. In the process of calcination compounds are found between these bodies and the lime, which, when combined with water from hydrated salts that pass rapidly from the state of a paste to that of a semi-crystalline solid, insoluble in water, and which, owing to the circumstances of its formation, attaches itself firmly to the grains of sand imbedded in it. In this sort of hardening the silicate of lime plays the most important part. The second and more common case is that of mortars made from the so-called fat limes—limes which contain too little silica or alumina to affect materially the manner of their hardening. Such mortars remain soft for great lengths of time, except when exposed to the atmosphere, and they may be defined as not containing, in themselves, the means of forming a hard mass, but as depending for their power of so doing upon something received from without. Two views have been held of the nature of their hardening: one, that it is entirely due to the absorption of carbonic acid from the air; and the other that, beside this, there is also, especially in the interior of the mass, an action of the lime on the silica of the sand, with the production of the same silicate that exists naturally in hydraulic limes.

“It was at one time generally believed that the production of silicate of lime had taken place very largely in old mortars; but recent analyses have shown that there is not more of it in the oldest than might easily have been present in the original lime; and admitting that some formation has occurred, there is not enough produced to affect the character of the mass of the cement. Being formed, however, on the surface of the sand grains, it may act as a bond between the sand and the lime salts.

“In Mr. Van Derburgh's process superheated steam is used to bring about this action before the blocks are molded, and so to make the grains adhesive to the cement.

“In the blocks at present under consideration the planes of fracture may be shown by the microscope to pass, for the most part, through the cement itself, so that it is to its weakness that the easy giving way is to be attributed, and not to a failure in the silicization.

“The examination of the blocks suggests a great number of considerations, of which those most pertinent to the matter in hand are, What was the determining cause of the recent accident, and what is the probability of the blocks becoming strong enough to be safe against similar downfalls in the future?

“When a fractured surface of one of the blocks is viewed under the microscope it gives the impression of a widely extended pile of boulders—some immense glacier-drift, upon which snow has fallen, covering the surface of the rocks, but leaving them bare in places; extending from rock to rock, but not filling or covering the interspaces between them; so that the eye looks down through the white crust into many cavities—sometimes seen only through small round holes, sometimes having wide mouths, which enable the walls of the pit to be distinctly traced.

“From certain data, which it is not necessary to set forth here, I estimate the conjoined size of these cavities as at least one-seventh of the entire block, and this implies a deficiency to that extent of the amount of lime required to give the mass its maximum compactness.

“If a block be soaked in water, and be then exposed for a length of time to a temperature below the freezing point, and afterward thawed and broken, the broken surface will present the same appearance of snow-covered boulders; but it will seem as if the rocks had been disturbed and upheaved since the snow had fallen. The crust is no longer continuous from stone to stone, but is fissured through in all directions, showing that the expansion of the water in the act of freezing had dislocated the mass, and broken up the previously formed connection of its parts.

“A very excellent and elaborate thermometric chart, made by Dr. T. S. Barbarion, at the Sedgwick Barracks Hospital, in the District of Columbia, for the year 1868, shows that in the month of December the temperature was almost constantly below freezing between the tenth and fifteenth, and that from the fifteenth onward it was as constantly above freezing, until the 31st, when the building fell. Now, if we suppose some portions of the wall to have become melted during the earlier part of December, four days of steady cold would have been sufficient to freeze them through. During this freezing the weak cement of the blocks was broken up, and when a few mild days had dissolved the ice nothing was left but disconnected fragments.

“The cementing material of these blocks is weak from the presence of clay, and the question arises as to their future increase of strength. Even where the blocks are thoroughly carbonated the admixture of fine clay has prevented the cement from hardening well, and it would seem as if the only way of remedy for this state of things is in a chemical action between the lime and the clay, blending them into a homogeneous mass. If the clay had been separated from sand, mixed with limestone and burned, then,

in the process of calcination, the silica and alumina of the clay would have combined with the lime, forming an hydraulic cement, analogous to artificial pozzuolana. This could have been advantageously used in the blocks with the effect of hastening the process. But the clay is so little acted on at ordinary temperatures by the most powerful chemical agents, that there is no probability of its ever, under existing circumstances, entering into combination with the lime, and ceasing to be other than a mechanical admixture.

“The cementing material of these blocks may, however, grow harder by the slow effect of time; but if they are exposed each winter to wetting and subsequent freezing it is doubtful whether the bonds between the sand grains will ever remain unbroken long enough to become secure, and there will be much danger of the walls giving way again unless they are, for some years at least, protected from moisture during those alternations of freezing and thawing weather which characterize the climate of this locality.

“MICROSCOPICAL DEPARTMENT,
“ARMY MEDICAL MUSEUM, February 26, 1869.

“*Memorandum*: I have examined, microscopically, a sample of the sand used in the manufacture of the building block employed in the construction of Freedmen's Hospital. This sand is composed of particles, the majority of which range from the one-fiftieth to the one-twentieth of an inch in long diameter. They are of irregular form, the edges and angles being for the most part rounded, and many of the particles being quite opaque. A small quantity of yellowish brown, pulverulent material, resembling powdered clay in appearance, adheres to the surface of most of the particles.

“J. J. WOODWARD,
“Assistant Surgeon and Brevet Lieutenant Colonel U. S. Army.”

“On the 15th of February Mr. George E. Van Derburgh, President of the American Building Block Company of New York, addressed a letter to the committee, in which he sets forth this theory of the cause of the accident to the walls of the asylum building. He says:

“I have been active in my efforts to get at the true cause of the failure of the blocks in the Howard Hospital walls, and I am now fully convinced, from the facts brought out in the crushing tests which have been made of the blocks used in that building, and from other evidences, that the falling of those walls was in no particular due to the newness, want of strength, or imperfections of the blocks, green and freshly made as they were.

“Major King showed me the result of his crushing tests made upon freshly split half-blocks, and the latest made one, (September,) and the very weakest one he could be furnished, and the one that withstood the test, stood 3,100 pounds. The major remarked that the whole block would doubtless stand much more than double, but it is safe to say double, equal to 6,200 pounds.

“Now, suppose each block to weigh eleven pounds, and the wall 50 feet high, and suppose it *only one block thick*; 140 blocks, with their mortar joints, at most would make up 50 feet of wall. The lowest block would have to hold 130 blocks, equal to 1,520 pounds, while we find it competent, in the worst condition, to hold 6,200 pounds. Now, multiply this by three, and we approximate to what the 15-inch wall could sustain, and as there was nothing but the weight of the walls to sustain, no floors, and no roof, it must be clear that the weight of the walls could not and did not crush the blocks in the lower courses, and could not, if the walls had been 150 feet high, with the roof on it, so long as it remained perpendicular.

“Now, the evidence proves this fact beyond a doubt, and I cannot see how it can be argued down, even by Mr. Mullett, or by any other evader of facts.

“Again, the water-table, which I saw on the west side of the building, was intact. I did not see the east side before the debris was removed. This table was of the same material, and sustained the weight of the wall and the shock of the fall, and upon this water-table was intact, also, many of the lowest courses of the blocks. Again, why did not the cross-walls, (four of them, including the hall,) same height, fall?

“I have shown the diagram of this hospital, and explained the circumstances, taking all the tests that have been made of the resisting strength, and asked for opinions as to the cause, and I am backed by most competent authority in placing the cause, of one unmistakable and inevitable cause, viz: The walls froze down! How and why? you inquire. I give the reasons, and, to aid my explanation, make a diagram of the building, which, I think, was 108 by 60 feet.

“Now, we have two hall-walls, built through the middle building and into the head-walls, east and west, 60 feet each in length. Now, I earnestly ask your careful attention, as a scientific man, and the attention also of your practical committee, to the point I am about to make. Now, as I understand the facts, these walls were run up in a hurry; a cold rain came upon them before any setting of the mortar-joints took place; it became very cold, and these coarse mortar-joints and the blocks froze solid.

Now, in this freezing of saturated mortar in the cross-walls, in the many joints in 60 feet, what was the expansion brought to bear upon these head-walls by the hall-walls, which were built into them? Was it, or was it not, enough to throw the head-walls out of their perpendicular, and largely so? Certainly the hall-walls must bulge out of line by their own expansion, or they must push out or over the head-walls, and the greater influence would be on the upper portion of these cross-walls, acting as surely as a screw lever. The thaw came; sun took the frost from the outside fronts, east and west first, the softened mortar yielding first upon the outside surfaces directly exposed to the sun, when down and outward fell the head-walls, while the cross-walls remained frozen, as the sun only reached and thawed the top. The most experienced and best authority in New York says it was utterly impossible for the two walls thus exposed to stand, no matter what the material; they must inevitably be pushed out and over, except strongly braced from the outside, and, even with bracing, they would have gone out of line, and have to be racked back in the spring.

“Many cases occurring here were cited to prove how the frost by expansion throws winter-made walls.

“A brick building has recently been thrown in Philadelphia from the same cause; and more recently a massive building at Chicago, Illinois, in Adams street, nearly finished, came to the ground with a crash, the walls being very thick, admitted to be from frost expansion; and I am informed that the same causes threw down the “Smithsonian Institute,” at Washington, in the first attempt to build it; therefore, in view of the facts as herein stated, is it not reasonable, is it not more than probable, is it not certain, that the expansive force of frost upon those heavy numerous wet mortar joints, acting on the centers of the head-walls, was the sole and only cause of the falling of those walls?

“Please examine the point carefully, and note the weight of the walls and the proven strength of the poorest blocks to withstand the pressure they were exposed to, and give the facts as you find them.”

“The following are the results of the experiments at the navy yard, of the amount of weight required to crush specimens of the building material of the asylum, taken from the wall and from the shed.

“The marks upon the specimens were in some cases nearly obliterated, but are here given as near as they could be made out. Two of the specimens were so badly cracked that it was not thought worth while to test them.

“1. Specimen marked No. 1.

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000.....	
5,000.....	0.01 (cracked.)
6,000.....	0.02
8,000.....	0.035
9,000.....	0.040
10,000.....	0.045
11,000.....	0.065
11,500.....	0.085 (crushed.)

2. Specimen marked No. 1. (Placed in hot water 45 minutes.)

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000.....	
2,000.....	0.015
3,000.....	0.02 (cracked.)
4,000.....	0.025
6,000.....	0.035
7,000.....	0.065
7,200.....	..... (crushed.)

3. *Specimen marked No. 1.*

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000 .....	.....
3,000	0.005 (cracked.)
4,000	0.01
6,000	0.02
7,000	0.025
8,000	0.03
8,800 .....	..... (crushed.)

The three specimens marked No. 1 are from the outside wall, five courses above the stone base.

4. No mark. (Marked erased, No. 2.)

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000 .....	.....
2,000	0.005
5,000	0.025 (cracked.)
9,000	0.03
10,000	0.04
11,000	0.05
12,000	0.06
12,400 .....	..... (crushed.)

5. *Specimen marked No. 2.*

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000 .....	.....
4,000	0.01 (cracked.)
5,000	0.015
6,000	0.025
7,000	0.050
8,000	0.070
9,000	0.090
9,800 .....	..... (crushed.)

The specimens marked No. 2 are two bricks from the same point as No. 1, on the inside of the wall.

6. *Specimen marked No. 3.* (Brick from shed near ruins.)

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000 .....	.....
2,000	0.01
3,000	0.02 (cracked.)
4,000	0.025
5,000	0.04
7,000	0.045
8,000	0.06
9,800 .....	..... (crushed.)

7. Specimen marked "Cupola."

Weight applied.	Compression.
<i>Pounds.</i>	<i>Inches.</i>
1,000.....	.....
3,000.....	0.01
5,000.....	0.015
6,000.....	0.03
11,000.....	0.035
11,900.....	0.065 (crushed.)

"The compression was measured for each additional thousand pounds weight, but the results were only recorded when the charge was appreciable.

"The blocks were placed between smooth plates of cast iron; the irregularities upon their surfaces being removed, as far as practicable, by grinding with sand and filing.

"Though not called upon to report with regard to the Howard University, the committee insert here abstracts of tests of the building blocks taken from the university buildings, furnished through the kindness of the Rev. Mr. Alvord, for the observation of the committee, and of a supplementary report of tests made at the navy yard upon the same material, and that from the asylum, in a plaster of paris bed.

"*Abstract of test of building block, February 6, 1869, under superintendence of Captain Breese, United States Navy, and Major W. R. King, United States Engineers, at United States navy yard, D. C.*

16 blocks in the series, viz:

No. 1. From first story university buildings; made in 1867, or early in 1868; tested in metal bed; crushed at 19,500 pounds.

No. 2. Second story, ditto, ditto; crushed at 20,000 pounds.

No. 3. Third story, inside wall; made about August, 1868; tested in plaster bed, (damp;) crushed at 13,100 pounds.

Average strength of university blocks, 17,566 pounds.

No. 4. Made about March, 1868; tested in metal bed; crushed at 16,900 pounds.

No. 5. Made about April, 1868; tested in metal bed; crushed at 24,800 pounds.

No. 6. Made about May, 1868; tested in metal bed; crushed at 15,500 pounds.

No. 7. Made about June, 1868; tested in metal bed; (red;) crushed at 15,900 pounds.

No. 8. Made about July, 1868; tested in metal bed; crushed at 12,000 pounds.

No. 9. Made about August, 1868; tested in metal bed; crushed at 9,000 pounds.

No. 10. Made about September, 1868; tested in metal bed; crushed at 8,700 pounds.

No. 11. Made about October, 1868; tested in metal bed; (damp;) crushed at 7,600 pounds.

No. 12. Made about November, 1868; tested in metal bed; crushed at 7,900 pounds.

No. 13. Made about autumn, 1867; (angle off;) tested in metal bed; crushed at 18,760 pounds.

No. 14. Made early in 1868; tested in metal bed; crushed at 15,600 pounds.

No. 15. Ten years old; tested in metal bed; crushed at 64,100 pounds.

No. 16. Yellow and loamy sand; made about October, 1868; tested in metal bed; refuse block; crushed at 8,200 pounds.

Average of all the series, 17,353½ pounds.

PRACTICAL RESULTS.

"1. It was found that the blocks increased in strength according to their age, at the rate of about 10,000 pounds per month.

"2. Three thousand pounds per block are called for by the actual pressure at the bottom of the first story of the university. Capacity as tested, per block, 19,500 pounds.

"3. Capacity of blocks in the third, or top story, of university building, 13,000 pounds.

"4. Average capacity of blocks in the three stories, 17,566 pounds.

"5. The blocks were tested between naked metallic plates, except in one instance in a plaster bed, between the plates; plaster, one-quarter of an inch. In this case, 4,000 additional pounds were obtained, viz, instead of 9,000 pounds, as block of August, 1868, bore in metal bed, the block of same age in plaster bed (which is their true condition in buildings) bore 13,100 pounds.

"6. These experiments were made without any *side support* to the blocks. In buildings of fifteen-inch wall, two-thirds of the blocks are supported on three sides, and one-third of them on all sides.

"The navy yard experts, Mr. John Holroyd and Mr. William W. Bradley, who made the tests, were of the opinion that the results obtained would be doubled as to blocks in a solid wall.

"Abstract of supplementary report of tests of building blocks, made at the United States navy yard, February 13, 1869, under certificate of Captain K. R. Breese. (Experts, Holroyd and Bradley.)"

SERIES OF FIVE BLOCKS.

- No. 17. Made April, 1868; in plaster bed, one-quarter of an inch thick; tested one inch out of endwise center; tilted upon the short end, and crushed at 16,000 pounds.
 - No. 18. Made May, 1868; in imperfect plaster bed, one-quarter of an inch thick; cracked at 13,000; crushed at 26,500 pounds.
 - No. 19. Made October, 1868; in good plaster bed, one-quarter of an inch thick; slightly cracked at 18,000; crushed at 41,900 pounds.
 - No. 20. Block from hospital ruins, age not known; in good plaster bed, one-quarter of an inch thick; slightly cracked at 10,000 pounds; no more cracking until crushed at 44,000 pounds.
 - No. 21. Block from hospital ruins, age not known; in plaster bed, one-quarter of an inch thick, between iron plates; corner of block off and bed imperfect at one end; cracked at 20,000 pounds; tilted on weak end, and crushed at 27,000 pounds.
- Average of the five blocks per block, 31,120 pounds.

"It was found that the plaster bed gave an increase to previous tests of 13,767½ pounds per block.

"The average of the five blocks was more than ten times the amount required at the bottom of the university walls, (estimate of the architect, 3,000 pounds,) and nearly sixteen times the amount required at the bottom of the hospital walls, (estimate of the architect, 2,000 pounds.)

"The average of the two hospital blocks was 35,500 pounds, or about eighteen times the amount required.

"These two blocks, taken from the rubbish heap, had the broken mortar upon them, showing that they had actually been in the building.

"The following is the result of the crushing tests upon the material furnished by Messrs. McClintock & Sons, of Vineland, New Jersey. These were made under the superintendence of Lieutenant Commander Howison, of the navy, who undertook the service under the instructions of Commander K. R. Breese, United States Navy, to whom the committee is indebted for the courtesy :

	Compression--strength.	
	Thickness.	Weight.
	<i>Inches.</i>	
Brick No. 1, (red,) made April, 1868.....	3. 880	1, 000
	3. 87	5, 000
	3. 865	10, 000
	3. 86	15, 000
	3. 855	20, 000
Fracture on corner.....	3. 855	22, 000
	3. 855	25, 000
Crushed.....		29, 000
Brick No. 2, (red,) made November, 1868.....	3. 70	1, 000
	3. 693	5, 000
	3. 693	10, 000
Cracked.....	3. 68	11, 000
	3. 675	15, 000
	3. 660	20, 000
Crushed.....		
Brick No. 3, (yellow,) made November, 1868, uneven faces.....	3. 806	1, 000
	3. 785	5, 000
	3. 780	7, 500
	3. 780	10, 000
	3. 780	12, 500
	3. 780	15, 000
	3. 780	17. 500

	Compression—strength.	
	Thickness.	Weight.
	<i>Inches.</i>	
Crushed.....	3.775	20, 100
Brick No. 4, (yellow,) made November, 1867, very uneven faces. .	3.905	1, 000
	3.905	5, 000
	3.905	7, 500
	3.90	10, 000
	3.90	12, 500
	3.90	15, 000
	3.90	17, 500
	3.90	20, 000
	3.90	22, 500
	3.895	25, 000
Crushed.....		27, 600

"All of these blocks would have stood more, had their faces been smooth and even.

"The following observations upon the resistance to vertical pressure, of various kinds of blocks, are drawn from Dr. Craig's report :

"The company (American Building Block Company) had on hand a number of blocks of different ages, made under their patent, in different places, and offered to have some of them crushed for me in a machine belonging to Mr. Cornell, which is largely used in New York for testing building material. Fifteen blocks were accordingly tried by Mr. Van Derburgli and myself, Generals Gillmore, Wright, and Reese, of the corps of engineers, being present during a number of the experiments.

"The blocks were placed between plates of iron, and the bearing surfaces were roughly made by a thin layer of sand laid on the lower plate, and another layer on the upper surface of the block. Greater evenness of pressure could have been obtained by rubbing the blocks against the plates until they fitted well together, as was done in experiments on similar blocks at the Washington navy yard. This would have increased, somewhat, the apparent strength of the artificial stone, but would have been a tedious process for so large a number of experiments.

"In giving the results of the trials I have thought it best to arrange them in the order of the times when the blocks were made, the influence of age being the most prominent of the phenomena observed. These ages were not known with absolute exactness, but nearly enough, in my opinion, for our general purposes.

"The pressures were borne by the largest surfaces of the blocks, which have an area of about forty-four (44) square inches, with exceptions in two cases, which will be further noticed.

Age of the block.	Place of manufacture.	Pressure for first crack.	Crushing Pressure.
		<i>Pounds.</i>	<i>Pounds.</i>
A. 30 months	Pea Shore	30, 000	45, 000
27 months	Pea Shore	40, 000	B.
27 months	Harlem.....	20, 000	45, 000
20 months	Harlem.....	23, 000	26, 000
C. 19 months	Harlem.....	18, 000	40, 000
15 months	Philadelphia.....	34, 000	40, 000
D. 15 months	Pittsburg.....	24, 000	35, 000
15 months	New Jersey.....	28, 000	55, 400
14 months	Harlem.....	20, 000	40, 000
E. 13 months	Glen Cove, Long Island.....	12, 000	17, 000
3 months	Providence, Rhode Island.....	14, 000	14, 000
3 months	Glen Cove, Long Island.....	6, 000	10, 000
3 months	Glen Cove, Long Island.....	6, 000	7, 600
F. 1 month	New York City	10, 600	10, 600
F. 10 days.....	New York City	5, 000	5, 000

"A. This block had been taken from a wall and was damaged at its edges and corners.

"B. Did not crush at 60,000 pounds, and the machine would not go higher with safety to itself.

"C. This block contains clay in small amounts.

"D. Contains a little mica.

"E. Contains clay.

"F. These two blocks were of the size and form of ordinary bricks, and were made without the aid of machinery. They presented a surface to the crushing pressure of 31.5 square inches.

"It will be observed that the increase of strength with age is very well marked, although not perfectly regular. The three blocks in which the clay and mica were present seem to have been decidedly weaker than their age might have been expected to make them.

"Although it might appear that the committee are not called upon by your invitation to examine into the matter of Mr. Van Derburgh's process, or do anything more than to investigate the causes of the disaster to the asylum, and, if due to the defective material of which it was constructed, state the defect and fix the responsibility, it was felt, in view of the large interest to be affected by anything said of this class of material, and of the fact that the conclusions reached by the committee as to the merits of the block in the asylum might be taken by the public to apply to the material at large, that the observations of the committee ought to have the general scope which they have taken.

"The committee do not, however, propose to enter into a discussion of the merits of the process as drawn from the data which they have placed on record.

"They content themselves with placing, through this medium, before the public, such facts pertaining to the subject as they have collected, to the end that the judgment of those concerned may be formed by an examination of the facts for themselves, a fairer procedure, it is believed, than that of any attempt on the part of the committee to form it.

"It is observed that the experiments exhibit a wide difference in the capacity of the material to endure a steady pressure, as fabricated in different sections of the country; but that this element of value may be said generally to increase with age. As to the sufficiency of the brick to meet all the conditions required of a good building block or stone, this will so depend upon the character of its constituents; the care and skill bestowed in its fabrication; the length of time allowed for it to ripen, before use; the kind of structure in which it is to be used; the nature of exposure to which it is to be subjected; variations of climate and other circumstances, that safe conclusions cannot be drawn as to its reliability in one place from its ascertained merits in another. Even in the same locality the results are variant. The architect must judge in each case of its fitness for the purpose in view.

"As to the particular material of the asylum, and the causes of the disaster under investigation, the committee find the following condition of things to have obtained, and believe that in it is to be found sufficient to account for the accident:

"The sand which entered into the composition of this block was of inferior quality, drawn from not as good a stratum or strata of the pit as that or those from which the sand for most of the blocks in the Howard University was drawn; that it was mixed with clay, preventing cementation together of the particles of sand by the lime; that there was a deficiency of lime in the block, amounting, as reported, to one-seventh of its volume; that there was haste in the process of its fabrication; that not sufficient time was allowed for it to dry or set; that there was no cement in the block to hasten the setting, and no formation of silicate of lime in any material quantities observed; that but a thin crust had formed, within which the most of the material was in an imperfect state of combination or cohesion; and finally, that in the condition in which it was used it was certainly an unfit article to put in the walls of any structure, and was by no means a fair specimen of the material of the class it represented.

"The bricks in the wall being in a green condition rapidly absorbed water from the rains upon their faces. They froze during the cold weather; then thawed—the heat in the middle of the day of the accident being considerable. Thus the blocks had their thin crusts more or less damaged. The corner of the east wall sustaining the greatest pressure, as a consequence, burst. The wall fell, crushing its contents into a disintegrated heap.

"The additional weight of the workmen coming upon the scaffold to resume their work, and the slight shock or vibration communicated by their movement upon the scaffolding, which was at the top of the walls, assisted to bring on the destruction. The falling of the east wall necessarily involved that of the west wall, the material being in the same condition, and, of course, the shock sustained greater.

"Samples of brick taken from the walls, upon being subjected to a pressure upon the surface of the whole block were found, it is true, to endure, upon experiment, an amount of weight greater than that of the wall above the course that first gave way.

But these experiments were had several weeks after the accident, and it is to be borne in mind that a steady, vertical pressure upon the whole surface of the block is hardly to be expected always as the condition of pressure of a block in the wall, and does not, of itself, determine the strength of the material.

"For instance, every structure is subjected, upon occasions, to sudden, heavy blasts of wind, rain, &c., presenting other forces for the wall to resist, acting in various directions and having more or less effect to destroy, according to circumstances. We have seen that a slight blow, even with the hand, sufficed, in some instances, to destroy the same block, samples of which had been subjected to the pressure described.

"Mr. Vanderburgh's and Mr. Searle's theories of the cause of the accident have been considered; but the committee are of the opinion that the agencies described by these gentlemen did not materially, in this case, contribute to the result.

"We are of opinion that the work and material furnished by the contractors, Messrs. Entwistle and Evans, so conformed with their contract as to divest them of any responsibility under these heads. By the terms of their agreement as to time, the builders were required to have the hospital under roof by the 15th day of November, 1868; but owing, as the committee are informed, to the great difficulty of obtaining the necessary force of stone masons the basement walls were retarded a month or more, and the construction of the building would thereby have been delayed for that period had the building block been ready for them. But it was not ready. It seems to have been understood that they were to take the material as furnished them by the company. Of this they took the best they could get.

"The circumstances of the adoption of this material for the Howard University are as follows:

"It appears that in the spring of 1867, several gentlemen connected with the Freedmen's Bureau, among them the Commissioner and the architect of the asylum, having become satisfied from observation of the material elsewhere, from the reports of architects and experts, and the expression of satisfaction of those who had used the article, that the block possessed requisites of strength, durability, economy, and beauty, such as constituted it a superior building material, formed a company, under the style of D. L. Eaton & Co., for the manufacture of the article. There chancing to be a sand pit on the ground attached to the Howard University, apparently well adapted for this manufacture, the lease of which had not been acquired with the purchase of the land, the company procured this lease and commenced operations. They furnished blocks for several private buildings to the satisfaction of the owners.

When, however, the question arose as to the material for the construction of the university building, and the trustees had reported favorably to the use of the block for its construction, not only because they were convinced of its excellence as a building material, but because the sand pit and brick works, being upon the university ground, would offer an opportunity for colored students to support themselves by their labor while being educated at the institution, the Commissioner, General O. O. Howard, withdrew from the company, with which he has since had no connection whatever. The remaining persons, however, continued in the company, D. H. Bliss being the superintendent and D. L. Eaton actuary.

"It does not appear, from the time of the institution of the company up to the present moment, that the contributors to the stock have been repaid the amount of the original outlay, or that any dividends have been declared thereon. How far there may have been a bias in favor of the material, arising from the pecuniary interest held by the proprietors, it is not possible to say; but the committee believe that all parties responsible for the choice of the block, for both the university and asylum, were honestly convinced of its strength and durability. The works of the company had manufactured the material for the university, and for the private buildings of some of the officers. These afforded no indications of insecurity. It did not appear to occur to any one that the same works would not continue to produce a good material.

"It is easy to see how the Commissioner, with the best desire to promote the interests committed to his charge, and acting with the approbation of his associates, and without professional objection on the part of the architect, allowed the asylum to be constructed of this block.

"The confidence felt in the result of the process appears to have been such that no special attention was directed to the later inferiority of the components of the brick, and of the incompleteness of the fabrication, by the members of the company, or, indeed, by any one concerned. Though the contractors seemed to have been more alive to this than others, yet none of the parties having anything to do with the matter, neither the contractors nor the company, the architect nor the mechanics entertained apprehensions of disaster from failure of the brick. It is to be regretted that the architect's attention was not more specially directed to its inferior character.

"The committee have already stated that the material of the Howard University is better than that of the asylum; but they would suggest, with a view of guarding against the possibility of disaster to the walls, and especially to quiet the apprehensions, whether well or ill founded, of all concerned, that measures be adopted for

relieving the walls of the weight of the floors and roof by some supporting arrangements, such as any architect can readily devise. Arrangements of this nature would be otherwise serviceable.

"It may be added that since the report of Dr. Craig, made as reported, the steeple of a church in Morrisiana, built of this material, to which he alludes, has fallen. A slip is transmitted herewith containing the reports of two architects of eminence, attributing the accident to defective construction, rather than to any defect in the building block.

"The committee, however, do not find it necessary to remark upon this subject.

"The committee regret the delay in preparing and sending in this report. It has been due to the necessity of waiting until all the information, presented herewith, could be obtained; and after that to the press of their public and professional engagements.

"JAS. A. HARDEE.
 "JOHN C. HARKNESS.
 "GEORGE H. PLANT.
 "J. W. RUMSEY.
 "CHAS. WEBSTER.
 "FRANCIS S. WIVEL.

"Brevet Major General O. O. HOWARD,
 "*Commissioner of the Freedmen's Bureau, Washington.*"

WASHINGTON, D. C., April 16, 1870.

J. W. RUMSEY'S examination continued.

By MR. KETCHUM:

Question. About the price and quality of the hardware which you purchased at Elvans's; were the prices such as you would have paid anywhere else?—Answer. Yes, sir; it was for my own interest to buy as low as I could; it was a part of my own contract.

Q. Was the quality as good as you could have obtained anywhere else?—A. It was as good, and the price as low.

Q. It fully complied with your contract?—A. Yes, sir.

Q. When the hospital fell, was not the water-table retained just as it was before?—A. I do not know.

Q. Was the water-table of building block?—A. I think it was, although it was made of different material from the bricks; I think it was made by hand, while they were made by machinery.

Q. Were the cornice blocks likewise made of the same material?—A. Yes, but made different from the bricks.

Q. Now, about the work on the university building; it was carpenter's work that you furnished?—A. Yes, sir.

Q. Was your work fitly done?—A. I think it was.

Q. Did you comply with your contract?—A. I did so far as I know.

Q. Did you get any more for your contract than it was worth?—A. I did not.

Q. Was it economically done when you did it at that price?—A. It was; and the whole building was economically done.

Q. Did you, in order to allay some trouble and apprehension existing outside with regard to some parts of the university building, advise that it should be strengthened?—A. I did.

Q. Was that strengthening done properly as to cost and economy?—A. It was done properly and as economically as it could be done, I think.

Q. Do you know the comparative cost of hard brick and this block, whether they are about equal or not?—A. I think they are; there is not a great difference in price between red brick and the building block; if there is any difference it is in favor of the brick.

Q. You think common brick is a little cheaper than the block?—A. I think a building could be constructed a little cheaper of common brick than of the block.

Q. How much higher are Philadelphia front brick per thousand?—A. The best Philadelphia front brick at this time are about \$30 per thousand, while the common brick are about \$10.

Q. What was the cost of common brick burnt hard at the time this building was erected, was it about \$15?—A. No, sir; about \$12 50 or \$13, delivered at that building.

Q. At that time do you know what was the price of Philadelphia front brick, such as are used on buildings on Broadway, New York?—A. About \$35 a thousand.

Q. Do the best Baltimore brick cost even more than that?—A. Yes, sir; they are larger; the Baltimore stretchers are higher in price, because they cover more surface.

Q. And make a more beautiful face?—A. Yes, sir. The quality of the material is not so different, the size makes them cost more.

Q. The common red brick are not beautiful for the exterior front of a wall, and are not commonly used?—A. No, sir; not for first-class buildings.

Q. Are they for second or third-class buildings?—A. Yes, sir.

Q. On good streets?—A. Yes, on good streets; but they are generally painted or covered in some way. What we call merchantable brick are composed of about one-third salmon brick, one-third arch brick, and one-third red brick. The salmon brick are used for the outside walls; the arch brick, being hard, for foundations; and the red brick on the outside, but not on the front wall. When we purchase merchantable brick we get about one-third of each kind delivered to us.

Q. How long ago about was it that the occurrence of that \$24,000 check you mentioned took place?—A. I think about two years ago last October or November, in the fall of 1867.

Q. Have you a very perfect recollection of the circumstances?—A. Yes, sir; I think I have on every point.

Q. You are always attentive to little matters that occur when they do not concern you personally?—A. When I hear things I recollect them. I heard the conversation I referred to distinctly; I could not avoid hearing it.

Q. There was no apparent intention that you should not hear?—A. Not at all.

Q. Are you just right as to the amount?—A. I think I am.

Q. Have you a very clear recollection of it?—A. Yes, sir, I have; my recollection is clear in regard to it.

Q. Have you frequently spoken of the circumstances since?—A. No, sir; not often. I have seldom ever spoken of it.

Q. Did you from that period and near the time speak sometimes of it?—A. I spoke of it.

Q. Do you recollect to whom?—A. I do not recollect distinctly to whom.

Q. Do you recollect at all to whom?—A. I think I spoke of it to Dr. Barber.

Q. To anybody else?—A. I do not recollect that I did; I very seldom spoke of it.

Q. What is the value of the Congregational Church property?—A. A hundred thousand dollars at least.

Q. The amount of the mortgage was \$40,000?—A. Yes.

Q. Any other mortgage?—A. No, sir.

Q. What do you think of the character of the security for goodness?—A. Unquestionable.

Q. As good as any?—A. Unquestionably; there is no doubt about it.

Q. You would not find any fault with the investment of a trust fund with such security?—A. Not on account of the security; that was unquestionable.

Q. Were you in favor of procuring the money which was procured in that way; did you hear of it beforehand?—A. I was in favor of trying to procure money; but I never knew exactly in what form the money was to come. We tried, prior to this, to sell the bonds, which we did to various individuals.

Q. Did you hear, before coming to that little meeting you spoke of—the meeting where the book with the bonds in it, and the members of the committee having it in charge, were—did you know before you met with that committee, or did you then find out, how this money was to be obtained?—A. I did not know positively.

Q. Had you any idea, when you were standing there, how the money was to come?—A. I had some idea; I did not know positively.

Q. Did anybody say anything to you on the subject?—A. Yes; there was something said at that or some previous time.

Q. You were of the committee were you not?—A. I was.

Q. You went up there to attend to this very thing, and you knew something of how the money was to come?—A. I did know something; I did not know positively.

Q. Were you pleased and gratified with what you knew?—A. Yes, sir, I was gratified.

Q. And so expressed it?—A. Yes, sir.

Q. And so advised it?—A. I did.

Q. Did you think then it was strange or wrong that money was loaned on that security from that fund?—A. No, sir, not from the trust fund of the university; I did not.

Q. Did you know anything of that house on G street in which General Howard used to live?—A. I knew the house.

Q. It is not far from the War Department?—A. No, sir. I know the house very well. I have done some repairs on it.

Q. Do you know what it sold for at that time?—A. No, sir; I know about what it was worth.

Q. How much was it worth?—A. Ten thousand dollars.

Q. What kind of security was it for a mortgage of \$6,000?—A. Unquestionably good security.

Q. Very good, was it not?—A. Yes, sir; as good as we usually have.

Q. You did not think it strange that a fund of \$6,000 should be invested in that mortgage?—A. No, sir, I did not.

Q. Do you know whether General Howard occupied it afterward?—A. I do not think he did.

Q. Do you know what rent it paid afterward, or what it ever rented for; was it worth a thousand dollars a year?—A. I think it was at that time. It is a house worth \$75 a month now; it is a good house, and well located.

Q. You were a member of the Congregational church?—A. I was.

Q. Are you yet?—A. I am.

Q. Of the First Congregational Church?—A. I was then; I am now of the Central Congregational church.

Q. You were teacher of the Sunday school?—A. No, sir.

Q. Of a Bible class?—A. I was a member of a Bible class.

Q. Was General Howard a member of the Sunday school?—A. He was.

Q. A teacher?—A. A teacher.

Q. Do you recollect, in 1867, of General Howard offering a premium to children for bringing children to the school?—A. Yes, sir.

Q. And do you recollect what was said about it? was anything said indicating that they might bring in children of any color?—A. I believe there was.

Q. And colored children came in, did they not?—A. They did; we had a large number. This was previous to our getting into the church.

(Mr. BRADLEY objected to this cross-examination as having no relevancy to this investigation.)

Q. You were displeased, were you not?—A. I was not.

Q. Did you not call on General Howard about it?—A. I have no recollection of doing so.

Q. Did you ever say to him something after that about your unwillingness to have colored children come in?—A. I never did.

Q. Do you recollect anything about his saying, "You are willing to stand up high, and drop your gold down low, but you are not willing to go down among them?"—A. I never remember hearing him say that; I could not have been present when he said it.

Q. You were not dissatisfied?—A. I was not.

Q. Did you, in the latter part of 1868, issue, with some others, a pamphlet somewhat against General Howard?—A. We issued a statement.

Q. A printed pamphlet?—A. Yes, sir.

Q. Your name was signed to it?—A. Yes; my name was signed to it.

Q. I want to ask you whether in that pamphlet you said this: "In 1867, when our church edifice seemed to be drawing near completion, while the pastor was absent on his summer vacation, some of the minority, who were teachers in the Sabbath school, without consulting the pastor or the church, or the teachers, suddenly brought more than one hundred colored children into the school, greatly to the surprise of all, and creating excitement and confusion. As this movement was sanctioned by General Howard, it is not surprising that it was considered an improper attempt to dictate a course of policy to a church, without giving it an opportunity to consult and decide for itself. And the measure was the more objectionable because the church supervises the Sabbath school, and is held responsible for its action, the school making its annual report to the church, nor should the general and his friends think it strange that some regarded this, however unjustly, as a first move on the political chess-board?"

(Mr. BRADLEY made the same objection to this as to the former question.)

A. Yes, sir.

Q. You have no recollection of General Howard's mounting on the chair, and using the words I have referred to?—A. I have not; I could not have been present.

Q. Your recollection sometimes fails you?—A. Not very often; I have as good a memory as most gentlemen.

Q. When you signed that pamphlet, you were dissatisfied?—A. Yes; I was dissatisfied with many things. There were some things in that pamphlet that I did not approve of.

Q. Did General Howard give displeasure in the church?—A. I should think he did.

Q. The university was not intended to have porches to it; the porches which are there now are not in the original design?—A. Of the four porches there are there now, only one was in the original design.

Q. There are buttresses on the building which were not in the original design?—A. In connection with the porches; yes.

Q. Rising up from them against the wall?—A. Yes, sir.

Q. Were there specifications of these given for estimate?—A. There were.

Q. To various persons?—A. To various persons.

Q. And given to you; that is, you received papers and estimated?—A. Yes, sir.

Q. Did you get the job?—A. No, sir; it was not given to me.

Q. Some were lower than you, were they not?—A. Yes, sir.

Q. Were you satisfied with that exclusion?—A. The specifications were altered, and were not all prepared so that they could be estimated on all alike by different parties; I was dissatisfied with that operation. Changes were made in the specifications, and all, I think, did not have the opportunity of knowing of these changes.

Q. Please to tell me whether your papers containing the plans and specifications differed from those of other persons who got them?—A. Yes, sir.

Q. Did they have more on them?—A. They had more.

Q. And somebody got the job whose papers showed less?—A. Yes.

Q. Was that all there was about it?—A. I think it was all there was about it.

Q. You never saw the amended specifications before you estimated finally?—A. I cannot answer the question correctly, without I can make an explanation of the matter. When the proposals were given out, some changes were made in the specifications on which one person did not make his estimate. My estimate was a little higher than his. Mr. Cook, whose estimate was lower than anybody else's, had not these changes in his specifications. I contended with General Howard that Mr. Cook ought to have a chance to amend his proposition and make it conform to the amended propositions; that was done, and the contract was given to Mr. Cook. That was all. I had no feeling about it.

Q. You did not ask that the specification should be submitted to you?—A. No, sir.

Q. What you asked for in regard to Mr. Cook was done?—A. It was.

Q. And you were satisfied in reference to it?—A. I was.

Q. Now, when you did not get that contract, were you not displeased?—A. No, sir; I was not displeased.

Q. You called upon General Howard about it?—A. I did.

Q. Did you express pleasure or displeasure with what had been done?—A. I expressed dissatisfaction with what had been done.

Q. Did not you say that they ought not to have called for estimates, but should have employed you to go right on with that work?—A. I did not say so.

Q. Did not you complain that others were called on for estimates?—A. Yes, sir; I might have said that others were called.

Q. You did say so, did you not? You have as good a recollection of that interview as you have of the other you testified to?—A. Yes, sir; I have a perfect recollection of both, and a perfect recollection of General Howard's treatment to me at that time.

Q. Did you not speak to General Howard at that time in such a manner that he said to you "Good morning, Mr. Rumsey?"—A. Yes, sir; I spoke to him, and he spoke to me in a most cavalier manner; in the most ungentlemanly manner; in the most unchristian manner.

Q. Did not he then say "Good morning, Mr. Rumsey?"—A. He did, but in the most offensive manner.

Q. Did you then leave?—A. I did; and never called on him afterwards.

Q. Did not you remain, and did not General Howard then leave?—A. No, sir; I was in the building at work.

Q. Did not you remain in the very room General Howard was in, and did not he, finding that you remained, turn and leave the room himself?—A. I do not know.

Q. You have no recollection?—A. I cannot recollect.

Q. You cannot recollect?—A. I cannot; I was full of indignation at the ungentlemanly treatment, the undignified treatment, the mean treatment I received.

Q. Did he then assert his right in that conversation to have the work done as best he could; did he not assert his right to have it done as an extra job independent of yours?—A. I presume he did; I have no positive recollection of that.

Q. You sometimes forget these things, do you not, even conversations in which you were personally interested?—A. I do, like other people.

Q. Did you ever see any of these specifications of the charges against General Howard before they appeared to the public through the House of Representatives?—A. I never did, nor heard of them until they appeared.

Q. Did you know that they were to be made?—A. I did not.

Q. Were you ever consulted as to any of the facts which they set forth?—A. Never, I think, until after I was subpoenaed here.

Q. Did you ever hear discussions concerning them anywhere prior to the action of the House of Representatives?—A. I have heard things like these spoken of before.

Q. Are not some of these things things which you heard and told of as they are here set forth?—A. No, sir; not to my knowledge.

Q. Did you not tell concerning the bonds which you were present to see about?—A. Yes, sir; I told Dr. Barber within three months of the occurrence in 1867.

Q. Did you know before this action of the House was taken that it was to be taken?—A. I did not; I did not dream of it.

Q. Did anybody say anything to you that it would probably be done?—A. No, sir; I do not know that I have been spoken to in reference to any charges against General Howard at any time, or under any circumstances, until since they were presented in the House.

Q. You never heard in any form about these \$40,000 of bonds of the Congregational church as they are given in the tenth specification?—A. I knew of his taking church bonds.

Q. Did you ever hear that talked about, that very specification, before this congressional action?—A. No, sir; not this specification. I have heard the fact talked about; it has been talked about for the last two years.

Q. Did you ever say that he took \$40,000 for the construction of the church?—A. I never did.

Q. It is not correct, is it?—A. It is not correct that he took \$40,000; it is correct that the church issued \$40,000 of bonds.

Q. Did you, after you testified on Thursday, repeat to any person what you had been testifying to?—A. I presume I talked it over with a dozen persons.

Q. Can you name any to whom you talked it over?—A. I talked it over to at least a dozen persons.

Q. Please name two or three.—A. I talked it over with Dr. Barber.

Q. Name any other.—A. With Dr. Boynton.

Q. Who else?—A. I presume with a dozen different individuals.

Q. Did you with General Boynton?—A. I presume I have talked of some of these matters with General Boynton.

Q. Did you, on that day, give as careful a narrative as you could to anybody of what you have testified to here?—A. I did not.

Q. Were you or not very much displeased with the decision that General Howard made in the chair at a meeting of the society concerning the rights of voters there?—A. I was, and told him so at the time.

Q. Have you stated all round that this trial was a righteous retribution to General Howard for the wickedness and wrongfulness of that decision?—A. No, sir; I did not say that; I will tell you what I did say.

Q. Tell us.—A. I said it was what I told General Howard would overtake him because of the unrighteous decision he made.

Q. You did not say it was a righteous retribution?—A. No, sir. I said it was just what I said to General Howard at that time; that retribution would be made for that unrighteous thing.

Q. You said you had before told him that he would get a righteous retribution for that thing?—A. I did, that very evening.

Re-direct examination by Mr. BRADLEY:

Q. To whom did you say that yesterday?—A. I said it in company with some friends; I could not say positively whom I said it to; I did not hesitate to say it anywhere. I said that if a judge of the Supreme Court would decide, or one of the judges of the District court, that that decision was right, I would finish the church without any cost whatever.

Q. What I want to know is, to whom you said this yesterday.—A. I do not recollect; it was in company with some half-dozen.

Q. Do you mean to state it as a fact that \$40,000 of church bonds were not taken by General Howard?—A. I do not know that \$40,000 were authorized by the church to be issued.

Q. When did you leave the church?—A. In May last.

Q. You know nothing about the issue of bonds since that time?—A. Nothing.

Q. You stated that General Howard's house on G street would rent for \$75 a month; do you know what it rented for?—A. I know what the house is, and know what it cost.

Q. You mean that it was worth that at that time; what it rented for you do not know?—A. I mean to say that it would have rented at that price at that time; it was a good house.

Q. You spoke of the price of Philadelphia front brick; are there or not press brick made in the city of Washington equal in quality with the Philadelphia brick?—A. Yes, sir; I never saw a better press brick than are made in the city of Washington.

Q. Are they not larger than the Philadelphia press brick?—A. Larger than the Philadelphia press brick, but not so large as the Baltimore stretcher.

Q. Are not the Washington pressed brick nine inch brick?—A. Yes, sir; but the Baltimore stretchers are a good deal more than that.

Q. The Philadelphia brick are about eight inches, are they not?—A. About eight and a half. Ours are scant nine.

Q. You say it was concluded not to fur the inside walls of the university building; that it was not required if built of this material. Is it not usual in this locality to plaster directly on brick inside walls without furring?—A. It was in times past; now we fur all north and east walls in good buildings.

Q. I speak of the interior walls?—A. I speak of the north and east walls; the west and south walls we do not fur.

Q. Do they fur cross brick walls?—A. I never knew of such a case, except in buildings for purposes like a church to deaden the sound.

Q. Then, in the construction of this building, would it have been necessary, if built of common brick, to fur any except the north and east exterior walls; would it not have been necessary to fur the cross walls at all?—A. No, sir.

Q. You desired yesterday to make an explanation in respect to the fall of the north end wall, as to the report on it. I desire to afford you that opportunity.—A. I desired to explain in regard to the fall of the hospital; the explanation is that this is a compromise report. It was agreed upon as jurymen agree upon a verdict; one jurymen may fix \$5,000, another \$6,000, and another \$10,000, and they finally agree upon an amount as a compromise. This report bears that face. The first report drawn up I could not sign. The report was prepared, almost all of it, in the absence of the majority of the committee, and, when it came to be exhibited, I objected to it. It was thought then that it should be voted on by the committee. It was voted on and the committee stood three to three, with one who stood somewhat on the fence. Then the report was modified, and this report is that modified statement of it. There may be things in the report that I personally objected to; I could tell you what they were, if necessary.

Q. By whom was the board which made the report appointed?—A. I do not know.

Q. I desire you to state to the committee whether you have hostile feelings toward General Howard, or whether anything you have testified to has been influenced by hostile feelings.—A. I have no hard feelings toward General Howard. I have talked to him personally plainer than I have to any human being; he knows all I have had to say. I never harbor anything; when I think a wrong is done, I always state it to the party himself.

Q. Have you in any manner assisted, counseled or advised in the preparation of these charges against General Howard?—A. I have not, directly or indirectly.

By the CHAIRMAN:

Q. Did you sign to any opinion in that paper, or to any statement of fact in it, that you believed to be untrue?—A. I could not answer that without making an explanation of what the thing itself was. The matter of difference was where the blame for the falling of the building lay. A portion of the committee wanted to throw it all on one party—that was the architect. I could not agree to it. I told them that if they would draw up a report leaving the blame to rest on four parties, the Commissioner, the contractor, the brick-man, and the architect, I would be satisfied.

Q. That being your explanation, what is your answer?—A. The report leaves it in that undefined way; the report will explain itself.

Q. I desire to ask you in regard to certain interlineations which I find in this contract of the 11th of July, 1867, between Major General O. O. Howard and Thomas Harvey; I find interlined the words "for and on behalf of the United States." Please state when and for what purpose that interlineation was made.—A. I could not state when; the date of the contract is July 11, 1867. I should say this in the beginning of 1868, but I could not fix the time positively.

Q. For what purpose was this interlineation made?—A. It was requested to be made and I told them I had no objection.

Q. State all you know, if you have any knowledge about it.—A. It was put in there because some of the contractors desired to hold General Howard personally responsible. I had no such desire, for all the business of my contract was settled up satisfactorily to myself, and, so far as I know, to him; but some of the parties were dissatisfied and were trying to make out of it a personal contract with General Howard; I consented to the change without any objection whatever. The reasons for the change I heard at the time, and believe to be, what I have now stated.

By Mr. HAMILTON:

Q. Did the wall of the dormitory and hospital fall while in process of erection, or after the buildings were completed?—A. They both fell while in process of erection; the dormitory first, from a defective foundation, and in no way connected with the material used in the superstructure.

By Mr. PERCE:

Q. You spoke of certain columns being placed in the building under the tower, and also under the water-tank, for the purpose of strengthening the building; I desire to ask whether these piers or columns were rendered necessary by the nature of the material used in the building?—A. Undoubtedly they were.

By Mr. ROGERS:

Q. You mentioned yesterday that there were other reasons for plastering besides those given; what were those other reasons?—A. I will explain what they were. The brick were intended to be made so that two in width should be just equal to one

in length; but, when we came to lay the heading course, the brick were short just to the extent of the mortar put between them, consequently the heading course did not come as far out in the wall as the others. For instance, the bricks were five inches wide and ten inches long; when two five inches were laid together the entire width was a little over ten inches, because of the mortar placed between them; the heading course, being exactly ten inches, would, therefore, fall a little short. There was not, therefore, an exactly smooth face on the inside. For some reason, too, the bricks did not seem to shrink exactly uniform, some were a little larger than others, so that the face was not quite smooth on the inside. The original design was to leave the inside walls without plastering, but the face of the wall was not sufficiently smooth.

By Mr. PERCE:

Q. Would the columns placed under the tower and under the water-tank have been necessary if the building had been constructed of ordinary red brick?—A. They would not have been necessary. The necessity was caused by the brittle nature of the brick; the pressure was too great. The roof of the chapel building, for instance, was self-supporting with trusses; the weight of the roof all lay on four corners of the building and on four separate points on which the trusses rested. At these points the material showed signs of giving away. The roof covered the whole west end of the building, and the weight at these particular points was very great.

By Mr. HOAR:

Q. Suppose this building material had been what was anticipated by those who favored its use, that is, of sufficient strength, and suppose proper allowance had been made in dimensions for the mortar, would it have been more or less expensive to construct Howard University of that material than to have used such brick as are used in buildings of that character?—A. If the material had been good, there was no way in which the building could have been constructed so beautifully and so cheap.

Q. What amount, in your judgment, would have been saved as compared with a building the exterior surface of which would be pressed brick and the remainder of the ordinary brick, such as are used in buildings of that character?—A. If the building was trimmed with stone, as the corner blocks of the university are, it would have cost a very large amount more than the present building has cost.

Q. How much, in your best judgment?—A. In my judgment, to have built it of pressed brick and trimmed with stone the proper way, would have cost at least \$25,000 more for the outside portion of it.

Q. Would there have been any other saving beside the outside portion?—A. The inside, if the brick had been perfectly uniform, would not have needed to be plastered.

Q. How much would have been saved on the inside?—A. A number of thousand dollars; I suppose from \$3,000 to \$5,000.

Q. What amount of cost was rendered necessary by the use of this material in painting the outside of the university building?—A. I think the cost of painting the outside was about \$3,000.

Q. Was that anticipated when the university was originally contracted for?—A. No, sir. I only answer that question from the architect and from hearing others speak of it.

Q. Was General Howard's house painted on the exterior?—A. I think not; I do not know positively.

By Mr. TYNER:

Q. The university building being now completed, will you tell the committee whether or not, in your opinion, it is substantial and durable?—A. In my opinion, the building will stand.

Q. State whether the university building has, in fact, cost more money than it would have cost if it had been constructed of red brick, press brick front, and ordinary stone trimmings.—A. I think it has cost less.

Q. Have you made up your opinion as to how much less?—A. I have not. I consider the university, in its appearance and character of the building, one of the cheapest buildings in the neighborhood of Washington.

By Mr. MCNEELY:

Q. You said your contract was simply to do the wood work.—A. Simply to do the wood work. I finished the mason's contract after the contractor had been removed for the non-fulfillment of this contract. I did it simply by keeping the pay-rolls and superintending the work.

Q. Are you not a brick mason or a stone mason yourself?—A. No, sir; but I understand that class of work. I contract as much for brick work as for carpenters' work. I took the contract for the university at first to do both classes of work. It was afterward divided.

By Mr. ROGERS :

Q. Something has been said about strengthening this building by interior wood work; please state the additional cost of that.—A. The tower was strengthened by putting columns under it, and the same was done to support the chapel and the water-tank. I think the additional cost would be about \$3,500.

Q. Did I understand you to say that this was necessary for the support of the building?—A. A portion of it was necessary beyond all question.

Q. I understood you to say that the building was now secure; please state whether that security is in consequence of the support placed in it since its erection.—A. I think the supports placed under the tower and under the chapel were necessary to make it secure. I did not at the time, and never have, considered it necessary to have placed them under the water-tank. I did it by direction of the architect.

By Mr. TYNER :

Q. Were these columns used to relieve the walls from the weight of the floor timbers, and would they have been necessary if the walls had been constructed of ordinary brick?—A. They would not. The cross timbers were abundantly strong, but the weight came in the wall on four points, which rendered some support necessary.

Q. I understood you to say that, as supported, you considered the building now to be secure, permanent, and durable.—A. I consider it to be safe.

By Mr. HAMILTON :

Q. You say the tower rested on four corners at four points of the building; was it in consequence, or not, of that fact that this support was made necessary?—A. These timbers were very heavy and were abundantly strong to carry twice the weight. The walls were sufficiently strong, if the weight had been equally distributed, but the weight rested, as I have said, just at these four points, and supports became necessary.

WASHINGTON, D. C., April 16, 1870.

HENRY R. SEARLE sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation?—Answer. Washington city. I am an architect by profession.

Q. How long have you been engaged in the practice of that profession?—A. It is about twenty years since I first entered an office as a student. I was seven years a student, and the rest of the time I have been practicing my profession.

Q. Have you been connected with the construction of large buildings in this city or elsewhere?—A. I was engaged on the Western House of Refuge at Rochester, New York, the Monroe County work-house in the same place, and a number of churches and other buildings in and about Rochester, court-houses in Broome county, Ontario county, and Wayne county, New York, and a number of jails. In this city I was employed on the Howard University, the First Congregational church, and a number of other buildings.

Q. State whether you were the architect employed to make the plans and specifications for the Howard University buildings?—A. I was.

Q. By whom were you employed?—A. My contract is with General Howard.

Q. Was there anything said in the preparation of your specifications as to the material of which these buildings should be constructed?—A. There was a particular kind of material mentioned.

Q. At whose instance was that material put into the specifications?—A. I do not know that I can tell exactly. The plans and specifications were written and submitted to the board of trustees of the university, and adopted. It was understood by all that that material was to be used at the time the plans were made.

Q. Where was the material prepared?—A. On the Howard University grounds, so known.

Q. By whom was it prepared?—A. By a company known as D. L. Eaton & Co.

Q. Who were the members of that company?—A. General Whittlesey, General Charles Howard, Colonel Eaton, Mr. Kimball, Mr. Bliss, and myself. There were seven altogether.

Q. Is it a patented material?—A. It is.

Q. Who is the patentee?—A. The original patentee is a man named Foster.

Q. At the time of commencing the structure who held the patent right in this District?—A. The American Building Block Company, of New York city, represented by George E. Van Derburgh.

Q. You have named the partners so far as you can recall them. State whether they

all came in at the same time or at different times?—A. I do not think they all came in at once, but at different times.

Q. From whom did you obtain your interest?—A. I think I was one of the original subscribers to the company.

Q. To whom was the grant to use that patent in the District of Columbia made by the owners of the patent?—A. I cannot answer that question. I do not know. I do not think I was at the first meeting when that was done.

Q. Did you all become partners before the contract was made for the building or afterwards?—A. I think it was before.

Q. Were you interested in it when General Howard's house at the university grounds was begun?—A. Yes, sir.

Q. So far as you recollect was he, at that time, interested in it?—A. I think he was. I cannot say positively about it.

Q. Who furnished the capital to set that manufacture at work on those grounds?—A. I suppose that we all did. I furnished some money, or gave my note which they could use for it, and soon afterwards paid it.

Q. Have you any knowledge whether or not General Howard advanced money to start that work?—A. I do not know.

Q. Have you any knowledge of an arrangement being made with General Howard, either on account of his stock or interest in the company?—A. I know that we paid General Howard for his interest in the company.

Q. Have you any recollection how much you paid him?—A. No, sir, I cannot tell how much. In fact I did not give it much attention, more than to put some money in the company. I thought it was a good thing, and I invested some money in it.

Q. Had you any knowledge of, or experience in that material at the time this contract was made?—A. No, sir. I never had used any of it before.

Q. Was that material suggested by you as architect?—A. I do not think that it was suggested by me as architect for that particular building. I showed the material to several parties before that.

Q. I speak now of this particular building—all the buildings on the university grounds. They were all, I believe, to be constructed under your supervision as architect?—A. Yes, sir.

Q. And all planned by you?—A. Yes.

Q. I speak of the material employed in those buildings?—A. I told them that I thought it was a good material to build of.

Q. Do I understand you correctly that you did not, yourself, suggest the use of it?—A. I did not.

Q. Can you recollect by whom it was suggested?—A. I cannot say that.

Q. You prepared the specifications?—A. Yes, sir.

Q. From instructions given to you by whom?—A. That I cannot say. Just as I said before, I think it was generally understood by the whole board of trustees that that material was to be used. They were all in my office at different times, and all examined that material.

Q. And you were instructed by some one, by whom you cannot recollect, to provide that material for the building?—A. It was the understanding that that material was to be used, but I cannot say positively that any single person instructed me to use it.

Q. Did you, from time to time, supervise the manufacture of the article?—A. No, sir. I saw it as it was being manufactured.

Q. Who had charge of that business?—A. Different parties. Parties were sent on here first from New York city, then there was a person here from Philadelphia, I think, and toward the latter part a gentleman named Bliss, who has since died, was the superintendent of the work.

Q. Who, on behalf of the company, superintended it?—A. These gentlemen whom I have just mentioned. They were the superintendents of the work proper.

Q. Did that company publish any pamphlet offering this material?—A. Yes. That pamphlet, I think, names the company as the Washington Building Block Company. It is known as D. L. Eaton & Co.

Q. In that pamphlet it is mentioned as the Washington Building Block Company?—A. Yes, I think so. The pamphlet is in existence and will show.

Q. What was the contract made between this Building Block Company and the university as to the price to be paid for the material?—A. It was \$40 per thousand, I think, and the cartage to be added.

Q. When you say "per thousand," explain what you mean.—A. I mean per thousand blocks, actual count.

Q. Not measured by brick measurement?—A. No, sir.

Q. What would be the difference between that and the brick measurement?—A. I do not think there would be any—I mean in price. There is something named in the specifications about measurement, to which I suppose you refer.

Q. You say that the material would cost just about as much as brick?—A. I think so from what I know of it, and from my measurement of it.

Q. Have you access to any books or papers which would show at what time General Howard parted with his interest in that company?—A. I have not anything that would show it. I suppose I could have access to it by asking to look at the books of the company.

Q. From whom did you yourself purchase your interest?—A. As I said before, I think we were all together in it at the same time. I received a certificate of ownership or share in it some time afterwards from D. L. Eaton & Co.

Q. Who has charge of the books and papers of that company?—A. J. W. Alvord, I think.

Q. Was he one of the company?—A. He was, I think. I did not mention that name before.

Q. Do you think that Mr. Alvord went in at the same time that you did?—A. Yes.

Q. And General Whittlesey?—A. Yes.

Q. And four others, making seven in all?—A. They did not all go in at the same time. Mr. Bliss and Mr. Kimball, I think, came in afterwards.

Q. Who negotiated the purchase of that interest for you?—A. I do not know positively. I think that General Howard had some conversation or correspondence with Van Derburgh about it.

Q. Was the machinery in operation when you bought your interest?—A. At the time I obtained the certificate it was.

Q. Was it at the time that you gave your note?—A. I think it was not then. I do not think there was any machinery in operation at that time.

Q. Were or were not the original five, General O. O. Howard, General Charles Howard, Colonel Whittlesey, J. L. Alvord, and yourself?—A. I think so. I do not recollect any other person. I think there were but these five.

Q. Was Colonel Eaton in at that time, or did he come in afterward?—A. I think he was in then.

WASHINGTON, D. C., April 19, 1870.

HENRY R. SEARLE—Examination continued.

By Mr. BRADLEY:

Question. I understand you to state that you gave your note for your interest in that building-block machine; state, if you please, to whom that note was given.—Answer. I think it was D. L. Eaton & Co. I should prefer to have the note produced. I cannot state positively the date of it, or just how it was written. I think it was D. L. Eaton & Co. That is my recollection of it.

Q. Is that note in your possession?—A. I think it must be.

Q. Has it been paid?—A. Yes, sir.

Q. Do you remember the amount of it?—A. I think it was \$1,000.

Q. Can you recollect what proportion that interest was of the whole?—A. I had one-sixth interest. I put in \$2,000 in money.

Q. Can you state from memory whether that note was given in 1867 or 1868?—A. I am quite positive it was in 1867; it could not have been as late as 1868.

Q. Can you remember whether it was before or after the contract was made for the mason work on the building?—A. I cannot say positively; I think it was before, but I would rather look at the note, which I think I must have in my possession.

(Witness was directed to furnish the information asked of him in future, after the examination of the note.)

Q. Did you make the plans and specifications of General Howard's private house?—A. Yes, sir.

Q. What was the cost of the building of that house?—A. I do not know. The carpenter's work was done by the day; the mason's work by contract. I had estimates of the house, which would make it cost \$15,000.

Q. Did it cost more or less than that?—A. I think it cost more. I never know the exact cost.

Q. Have you the specifications of that house?—A. I think I have a copy of them.

Q. Will you state whether there is a provision in the contract for lining the walls with red brick?—A. Yes, sir.

Q. Have you any recollection of ever having offered for sale the interest of General Howard in that brick machine?—A. No, sir; I do not remember ever having done so.

Q. Do you know Mr. Boucher?—A. I know a gentleman of that name.

Q. Do you recollect at any time offering General Howard's interest in that brick machine to Mr. Boucher?—A. I do not remember having done so.

By Mr. WOOD:

Q. Do you know Mr. Van Derburgh, of New York?—A. I do.

Q. Have you seen him lately?—A. I think I last saw him in August, 1869.

Q. Did you know him before he disposed of his right to this patent in the District?—A. Yes, sir.

Q. Did he ever ask you to purchase it of him?—A. Yes, he asked me to purchase it, and asked me if I could not find some one that would purchase it.

Q. Do you remember about what time that was?—A. It was in 1866, when I first met him.

Q. Did you, or not, make an effort to find some person to buy it of him?—A. I made some little effort, not much.

Q. Who did you apply to?—A. I did not make any special application to any one about it; they came into my office to see me about it. Some specimens were left at my office by Mr. Burr, the agent for the material, and quite a number of gentlemen came into my office to see them; among them a Mr. Puissey, a brick maker, who at one time was very anxious to obtain the right to manufacture it. I think he would have taken it, but for a little difference in the bargain about the amount of money to be paid; he could not pay down quite as much money as they wanted.

Q. Did you succeed, or not, in finding a purchaser at that time or at any time?—A. I did not find any one to purchase it.

Q. He did finally sell the right for the District of Columbia?—A. Yes, sir.

Q. To whom did he sell?—A. He sold it to the firm known as D. L. Eaton & Co.

Q. That was the company; who was the individual who purchased it previous to the formation of that company?—A. I do not know anything about that.

Q. What did you understand at the time to be the fact?—A. I have heard it stated, and it is only hearsay, that General Howard purchased it.

(Mr. KETCHUM objects to the witness stating hearsay.)

Q. In conversation with members of the company in General Howard's presence, was the subject spoken of?—A. I do not remember that it was. I had very little to do with the formation of the company. I felt that the material was a good one, and was willing to invest some money in it. I had not much money then, but I had some coming in, which I was willing to invest. I did not pay much attention to the formation of the company.

Q. How long, to the best of your recollection, was it that Mr. Van Derburgh applied to you to sell this right for him, that this firm of D. L. Eaton & Co. were formed of which you were one of the members?—A. I do not know; there was no offer made to me directly to sell this right.

Q. You have stated that he asked you to find a purchaser.—A. He asked me to assist him. I had no right to make any arrangement, because Mr. Burr was his agent in Washington and always continued to be his agent.

Q. I did not ask you as to the agent, I asked you as to the application to sell the right.—A. I have to answer still, that I was not Mr. Van Derburgh's agent; everything connected with his interest in Washington was referred to Mr. Burr. Specimens were left in my office so that they could be seen more conveniently. Mr. Burr was consulted about everything.

Q. Then you do not know at what time Mr. Van Derburgh sold this right to General Howard?

(Objected to by Mr. KETCHUM on the ground that it has not been proven that the right was sold to General Howard.)

A. I can tell when this material first came into market in Washington.

Q. When was it first in market in Washington, in reference to the time of the formation of this company, of which you was one?—A. I think it was nearly a year. I first met this material at the office of Dr. Wadsworth, in Washington.

Q. About what time was that?—A. I think in June or July, 1866, as near as I can recollect.

By Mr. BRADLEY :

Q. Have you any knowledge of the fact whether or not a house was built of this material some years ago in the city of Washington?—A. I have heard it so stated; I have never seen it.

Q. A house on the south side of the canal, is it not, near the Smithsonian building?—A. I have heard it so stated; I have never seen the house.

Q. Do you know anything with regard to a church, I think it was in Morristown, New Jersey, the tower of which fell shortly after the commencement of the university building?—A. No, sir; not soon after the commencement of the university building.

Q. Before?—A. No, sir.

Q. When did it occur?—A. The only fall of any church I know of was in Morrisania, New York. That fell after the buildings here were finished; it was, I think, in the spring a year ago.

Q. Before the dormitory was completed?—A. I think the dormitory was completed; it was very near if not quite complete.

By Mr. KETCHUM :

Q. Did you ever hear the particulars of the fall of the church at Morrisania?—A. I have seen it stated in the papers.

Q. Did you ever hear that the tower was built to be left without a spire, but that a spire was afterward built, which crushed out the tower and fell through like a telescope?—A. I have heard it so stated, but I have always understood there was to be a spire on the church.

Q. But you have heard, as you have heard of the rest, that the tower opened and let down the spire?—A. Yes, sir.

Q. Now, as to this American building block, please to state how it is manufactured.—A. It is composed of lime and sand, mostly; the lime is ground fine like flour and mixed so thoroughly with the sand that every particle shall be coated with it; the proportion of lime used is from one-sixth to one-tenth, according to the strength of the lime and the experience in making it; having been thoroughly mixed, and left just moist enough to stick together, it passes from the mixer and may lie in that condition for some time.

Q. Is the mixer a cylinder rapidly turned?—A. Yes, sir; it is so arranged inside as to mix the material thoroughly. The bricks are then formed in molds by machinery, each block receiving three blows from a 1,200-pound hammer.

Q. That is a specimen of these bricks, now lying on the table?—A. Yes, sir.

Q. It has an opening in the middle part of the brick?—A. Yes, sir.

Q. Can you explain that?—A. They claim for it, that it is for ventilation, and also, that it helps the brick to season through more rapidly.

Q. The process of hardening is very gradual, extending toward the middle part, and continuing through all time?—A. That is the theory, and my experience, so far as I have had any.

Q. And that opening furnishes additional exterior facilities for hardening the brick all the way through?—A. I think that is the effect.

Q. Was there anything in respect to that opening supposed to affect the dryness of the inside of the wall, is there anything in the theory relating to that?—A. My own opinion is, that there is not much in that; I never thought much of hollow walls. That, however, is claimed as the effect.

Q. When did you come to Washington?—A. It will be five years in July.

Q. Did you receive from the western part of New York, where you previously lived, favorable reports of this material?—A. I did; that is the way my attention was first called to it.

Q. Did you credit them?—A. I did.

Q. Did you report favorably as to this material?—A. I did.

Q. Was it in consequence of the report you made, and the result of the examinations you made of this material, that it came to be used in Washington?—A. I think it very likely.

Q. Has it not an advantage on the inside over the use of brick for exterior wall in respect to finish, as to furring, plastering, &c.?—A. Yes, sir; it costs much less to plaster on this than on any other material, it seems to be a dryer wall than any other material, and requires only one coat of mortar to finish it.

Q. Other materials require three coats?—A. Yes, sir; my experience has been that the cost of plastering on this material is not more than fifteen cents a yard.

Q. What is the cost in comparison with furring, lathing and plastering with three coats?—A. The usual price of lathing and plastering on a red brick wall, is forty-five cents a yard; the difference, therefore, is three to one.

Q. Upon exterior walls of common brick is it not necessary to fur all round the inside of a building?—A. I claim it so. There are a great many buildings without. I think the inside of every exterior brick wall should be furred.

Q. Not only north and east, but on the south and west side exteriors, the inside should be furred on the brick wall to secure against dampness?—A. Yes, sir.

Q. Is that the common practice?—A. I think it is now, for good buildings especially.

Q. What was the price of common red brick at the time this building was constructed, and these bricks were made in Washington?—A. Good merchantable brick would cost about \$14.

Q. What were pressed brick, such as were used in Washington for the fronts of buildings, then worth?—A. At that time they were from \$50 to \$60.

Q. Have you any doubt about that? Are you sure they could not be purchased at \$30?—A. About that time I had a house building on H street, and the pressed brick, they told me, for that house cost between \$50 and \$60 per thousand.

Q. Have you a professional knowledge of what these brick sold at at that time?—A. I do not know that I have, except what the builder told me.

Q. Have you a knowledge of what the ordinary market price was from common report?—A. From common report I have not heard of pressed brick being sold for less than \$40.

Q. That is, at the present time—I am speaking of the particular time this university building was being constructed?—A. From \$50 to \$60 at that time, and not less than \$40 at this time.

Q. Where was this American block made besides in Washington, if anywhere?—

A. It was made in New York city, at Philadelphia, Pittsburg, and at other places east of New York. I cannot name the other points.

Q. How did the prices of this material run at that time in these various places, so far as you know?—A. It was \$45 a thousand.

Q. They could be procured at that price at either of these places named?—A. Yes; they were for sale at these places.

Q. Did you endeavor to obtain any from New York at the time the work was being done on General Howard's house?—A. I did.

Q. What did you find about that; could you get them?—A. Not right away. They had so much to do that they could not supply them at once.

Q. What was the market price at that time?—A. Forty-five dollars.

Q. Why were red brick put on the inside of General Howard's house?—A. Because there was not enough of the other building material for the entire wall. That is the only reason that I know of.

Q. Was that one of the first buildings erected in this city of that material?—A. It was the first, I believe.

Q. That is, of all these series of buildings General Howard's house was the first begun?—A. There were some houses on Grant street built about the same time—built first, I think. General Howard's house was the first of the buildings on University Hill.

Q. And soon after you began the university work?—A. Yes, sir.

Q. Do you know anything of the change made of the north wall of General Howard's house—anything of the removal of bricks and replacing them on the outside of that wall?—A. There were a few taken out there.

Q. Did the wall fall, or were the bricks taken out?—A. I think some bricks had started, and they were taken out. I was not there at the time it was done. I saw some being put back.

Q. Then you do not personally know the circumstances of that operation?—A. As to whether the wall fell, or whether they were taken out, I do not know personally.

Q. Which has the most mortar in the wall, the red brick or this block work?—A. The common brick-work has considerably the most.

Q. Will a common brick wall settle after being built up green?—A. Yes; it settles a good deal.

Q. Does this block wall settle?—A. Some; not so much.

Q. Now, if a wall be built partly of the block and partly of the red brick; that is, one side of the wall of the building block, and the other side of red brick, will they settle equally?—A. No, sir.

Q. What is the consequence? Do you bond the two together as you build; that is, as you are progressing in the wall do you lay bricks crosswise to bond the wall?—A. Yes, whenever we can, but they being of unequal thickness, it is somewhat difficult to bond the wall well, because the two are seldom on the same level.

Q. What is the consequence of the settling down in the mortar of the two portions of the wall?—A. It would have the effect to separate them, the same as pressed brick would separate from the others.

Q. The tendency is to weaken the wall?—A. Some; yes, sir.

Q. Do you know of the difference between what the cost would be of this Howard University built of pressed brick or built of this block?—A. I have never made any estimate upon it.

Q. Could you state by approximation what the difference would be?—A. My impression is that the block would cost considerably less than the pressed brick. I am satisfied it would.

Q. How did the size of the block compare with ordinary red brick?—A. If you take the actual measurement of red brick and the actual measurement of this block, one is just about three times the size of the other.

Q. When the hospital fell, what was the water table made of?—A. Of this material.

Q. And the window caps?—A. They were not exactly caps; they were arches, but made of the same material.

Q. And the corner blocks?—A. They were made of this material.

Q. Large pieces, are they not?—A. The water table is, I think, nine inches thick and about nine inches deep from the face back, and about four feet long. For the window arches each piece is nearly a cubic foot, and so with the corner blocks. I do not know but what the corner blocks have a little more than a cubic foot in each.

Q. All these were built of the same material as the hospital walls themselves; is the water table now the same thing that it was before the building fell?—A. Yes, sir; I do not think one of the pieces has been taken out.

Q. The corner blocks and the window arches, are they still the same?—A. Not all of them. In the fall of the building some of them were injured so that they were not fit to be used again.

Q. Did you restore any of these arches or window blocks which were in the wall when it fell?—A. I think a good many of them were put back.

Q. They were not, then, all crushed up and broken?—A. I do not think any more of them were broken than would have been if they had been made of stone. A good many of them were used again.

Q. Were a majority of the pieces used again?—A. I did not count them, but my impression is that considerably more than half of them were again.

Q. You know the wooden columns that were put in to support the tower of the university building?—A. Yes, sir.

Q. Did you consider them necessary to the support of that building?—A. I did not.

Q. Have you any reason that sustains you in that opinion, in facts occurring since they were put up?—A. There is a brick pier built in the cellar up to the first floor; then a twelve-inch beam; on that a column rests coming up under another twelve-inch beam; then a column on that, and so on up to the fourth floor. That timber naturally shrinks. I do not think wood shrinks much endwise, but these timbers on which the columns rest naturally shrink. It came to my knowledge that one of the columns was loose, I went there and found one of the columns on the third floor, in consequence of the shrinkage of the timber on which it rested, was loose and actually supported nothing. I did not think, and do not think, that those columns were necessary for the support of the building at all.

Q. Has that octagonal tower a separate and independent wall?—A. It has.

Q. What is the timber of the tower inside?—A. The tower is, I think, thirty feet inside; but there are trimmers for the stairs that come right across the body of the tower, so that there are no joists anything like thirty feet in length in it.

Q. Is there any great weight coming upon these floors?—A. No, sir.

Q. Would there then be anything in that tower in the course of crossing it ordinarily to break it down?—A. There would be nothing but what would ordinarily come on a stairway which might sometimes be crowded. Indeed, I have known this stairway crowded before the supports were put in.

Q. What was your opinion as to the need of these supports? Did you give it?—A. I do not know whether my opinion was asked or not. I do not think they were absolutely necessary, and I do not think they carry much weight now. They keep the floors from vibrating; but a floor may vibrate without being at all weak.

Q. There were three porticos, not contemplated in the plan of the university, which were added, with butteresses rising upon the face of the walls?—A. Yes, sir.

Q. Do you know anything of specifications being made calling for estimates to do that work?—A. I made the specifications and received proposals on them.

Q. Who was the lowest?—A. A man by the name of Cook.

Q. Did Mr. Rumsey estimate?—A. I think he did.

Q. Have you any doubt about that? Did you ever converse with him, or hear him speak afterwards upon the subject?—A. I do not remember much about it. I know Mr. Rumsey did the carpenter work for Mr. Cook, and they being together I do not remember just the circumstances about it. I have everything on file, and by reference to the papers I could give you all the circumstances.

Q. Now as to the cheapness of that hospital building. As it stands, with all the circumstances that have occurred, what is your opinion as to its cheapness or dear-ness?—A. I think it is a cheap building to-day. I think if any of these gentlemen will go and look at it and see the cost of it they will be satisfied of that.

Q. You were a member of this brick company?—A. Yes, sir.

Q. Was it profitable?

(Question objected to by Mr. BRADLEY and withdrawn.)

By Mr. BRADLEY:

Q. You say that for five years before these contracts for this building were made you heard favorable reports of the material, that it was used on your recommendation; state to whom you gave that recommendation.—A. It is a mistake to say that I heard of it five years before the contracts were made. I came here five years ago, in July, and heard of this material soon after I came. The contracts were made the next year, and it was about a year after I first heard of this material that the contracts were made.

Q. To whom did you recommend it?—A. I spoke of it favorably to every one, I think, that came into the office. I did feel favorably towards the material and do now.

Q. I have reference now to the particular persons who had a right to make that contract; to which of them did you recommend it?—A. I spoke favorably of it to General Howard, to Dr. Boynton, to Mr. Brewster, Dr. Barber, Mr. Stevens, and others, who then had something to do with the university; and I am not positive that every member of that board of trustees was not in my office and that I did not speak favorably of the material to them.

Q. Do you recollect of recommending it to General Howard?—A. I do not remember the exact time, but, as I said, I did recommend the material, and had, doubtless, conversations with General Howard about it.

Q. Was it first suggested by him or by you to use this material in this building ?—
A. I do not know who proposed to use it first in that building.

Q. Can you recall whether you first suggested it to him or whether the suggestion came from somebody else ?—A. I cannot tell you where it did first come from. I do not think I recommended its use in that building first, because I did not know about the building. When it was spoken of to me, however, I did say I thought it was a good building material, and from my experience and information to-day I should not hesitate again to do the same thing, with the recommendations I had from parties, including some of the best engineers in New York State.

Q. You say when red brick is used in conjunction with the block, the red brick being on the inside taking more mortar, settles more and tends to separate the wall; in point of fact, I understand General Howard's house was constructed in that way; did that wall crack ?—A. Before the bricks were taken out I was in a room in that part of the house, looking at the house generally, and noticing a crack in the jamb of the window, I examined the wall and found the outside of the wall a little bulged. I did not think it was of much consequence then; I have seen the same thing in pressed brick. There was then a conductor pipe right in the same proximity which came down, but they had not connected it. There was a great deal of water that had collected there and the wall was covered with ice.

Q. What space, about, was taken down ?—A. Not very much—a space three or four feet in width, at the widest part, and perhaps eight feet high.

Q. The rest of the house stood without any separation of the walls ?—A. I have not seen anything of the kind in any of the other walls.

Q. You say the hospital as built is very cheap as it stands; does that include the structure before it fell ?—A. Yes, sir; including that, the building is cheap compared with almost any building in this city.

Q. Were the contracts for the reconstruction of that building remarkably low ?—A. I do not think they were. I had nothing to do with making these contracts.

Q. Did you have anything to do with the reconstruction ?—A. Partly.

Q. Did you superintend the reconstruction as architect ?—A. Most of the way to the roof; very nearly to the point where it was roofed up.

Q. Originally, it was built of block; it is now built of block ?—A. It is now built of what they term red brick.

Q. Do you know the cost of this red brick ?—A. They cost from \$22 to \$25 laid in the wall.

Q. What is the difference in the cost of laying block and red brick ?—A. I think the builders have told me they could furnish and lay the block for from \$60 to \$65 a thousand, actual count. They can be laid for \$15 per thousand, not including the cost of the material.

Q. What can red brick be laid for ?—A. About \$8. The cost of the red brick was about \$14, which would make them at from \$22 to \$25 a thousand, according to the price of the brick, laid in the wall.

By Mr. WOOD :

Q. Who drew the specifications upon which the contracts were made for the university building ?—A. I did.

Q. In these specifications do you find that the contractor is to use this building material; and, if so, at whose instance was that requirement placed in the contract ?—A. At the instance of the trustees.

Q. Name them.—A. I think Dr. Boynton was the President, General Howard was one of the members, Mr. Brewster was one.

Q. It was the trustees of the university, and you think General Howard was one ?—
A. I think so.

By Mr. TOWNSEND :

Q. The cubic contents of one of these building blocks is the same as three red brick ?—
A. Very nearly.

Q. Taking one hundred cubic yards of this material and one hundred cubic yards of red brick, what is the difference in the cost of laying ?—A. I do not think there is much difference.

By the CHAIRMAN :

Q. In regard to the hospital building, do you know the cost of the building as it was put up originally ?—A. I cannot state exactly; it was \$48,000 or \$49,000—less than \$50,000.

Q. Was that for the entire building, or the amount of work done at the time the building fell ?—A. It was to complete the entire building—even to the grading.

Q. How much of that \$50,000 was expended in putting up the walls of the building to the point it was when the building fell ?—A. That I cannot state here.

Q. Can you approximate it ?—A. I do not think I can. I have a book with all these things in it that would tell exactly.

Q. Please furnish to the committee a statement of these facts from your book.—A. I will do so.

Q. Do you know the cost of the present hospital building?—A. I do not, exactly. I know approximately.

Q. I understood you to say, in answer to a question, that the use of the building block had decreased the cost of the Howard University building; how much, as compared with brick?—A. When you take into consideration the decreased cost of that building, as compared with red brick as the material, with pressed brick for the exterior walls and cut-stone trimmings, I think the cost of the present material is just about one-half.

Q. Do you consider the building now perfectly safe?—A. I do. I can see no reason why it is not perfectly safe, and I have watched it very carefully. I had considerable anxiety about it after the hospital fell, and have watched it very closely. I think the hospital building cost, as it now stands, about \$75,000. I can furnish exact information by reference to my books.

By Mr. PERCE:

Q. When you are employed as an architect for a building, is it usual, in making out the specifications, to state of what particular material the building is to be constructed?—A. Yes, sir.

Q. Then, in stating in the specifications of the university building the material of which it was to be constructed, you carried out a usual custom?—A. Yes, sir.

Q. You say you are a member of the company that furnished this material; did you have anything to do with the negotiations which resulted in its being adopted for this building?—A. I think I was asked about it.

Q. Did you have anything to do with the negotiations between the trustees and the company for its use in that building?—A. No, sir; I do not think I did.

Q. Do you know anything about it?—A. I do not.

By Mr. ROGERS:

Q. In speaking of the value of pressed brick, you stated they were worth from \$50 to \$60 a thousand.—A. When I first came here, upon inquiring the price of pressed brick, they told me they were worth, laid, about \$100 a thousand—about \$60 for the brick and \$40 for laying.

Q. Are pressed brick used in the building of a house altogether, or are they merely put upon the outside?—A. Merely put on the outside, backed up by common brick.

Q. What is now the difference between the price of common and pressed brick?—A. You can buy common red brick now from \$11 50 to \$12, and pressed brick for about \$35. I do not know of any being bought as low as that; but as times are now, I think they could be bought for that.

Q. Are not buildings made, except for the front, out of these common brick?—A. Except for the fronts, they use common brick. For such a building, however, as the university, which stands entirely alone, it would have to be faced with pressed brick all around. In the city we only use it on the front of the building, the sides being built of common brick with the expectation they will pretty soon be covered by other houses.

Q. Did you ever build, or cause to be built, a house of pressed brick entirely?—A. No, sir.

Q. It is put upon the outside merely as a finish?—A. That is all.

By Mr. TYNER:

Q. When you speak of what the university building would probably have cost if constructed of pressed brick, do you mean the walls to be entirely of pressed brick, or merely on the outside?—A. I mean simply on the face of the wall all round in front and in rear.

Q. Then you do not mean to construct the walls entirely of pressed brick?—A. No. I mean that the exterior surface of the wall shall be of pressed brick, with the trimmings, which would naturally have to be of cut stone, and they would be the greatest expense. There is no comparison between the cost of cut stone and that of this material. The cost of the cornices of the university building alone, if made of cut stone, would be almost equal to the entire cost of material for the building.

By the CHAIRMAN:

Q. Is there any university building in the United States the exterior walls of which are built of pressed brick?—A. My information is that there is; but I will not be positive.

Q. Are pressed-brick fronts always filled in with common brick?—A. Yes, sir; all that I know of.

By Mr. TOWNSEND:

Q. There are three kinds of brick used, as I understand, in building a house—pressed brick, red brick, and salmon brick?—A. Yes, sir.

WASHINGTON, D. C., April 19, 1870.

A. B. MULLETT sworn and examined.

By Mr. WOOD :

Question. State your position under the government.—Answer. I am Supervising Architect of the Treasury Department.

Q. How long have you filled that position?—A. I think it is nearly three years. I am a very poor hand to remember dates.

Q. Your duties are of what nature?—A. Designing and supervising the construction of buildings under the charge of the Treasury Department throughout the United States.

Q. You know the Howard University building?—A. I have seen it twice or three times.

Q. Did you see it in process of construction?—A. I did not see it until it was occupied.

Q. Did you ever see the material of which the building is constructed; if so, state under what circumstances?—A. I never saw the material of which they were building it, to make an examination, until after the hospital fell. I then drove out there to see it from motives of curiosity. I did not, however, at that time go up to the main building; I only looked at the hospital building and came back. I saw the material however.

Q. Did you at that time examine the character of the material; and if so, state what is your opinion with respect to it?—A. I brought home two or three specimens of the blocks that were given me by some person who was there and appeared to be in charge. I formed the opinion that it was not to be depended upon as a building material.

Q. Did you see the ruins of the building as they lay after the fall?—A. Yes, sir.

Q. What was the character and appearance of the debris as it lay before you?—A. There were very few blocks lying there which you could not crush into sand by the slightest pressure of your foot, and a great deal of it was already in a disintegrated condition.

Q. What was your opinion of it as a building material?—A. I think the material was put in the walls entirely too soon. If greater care had been taken in the manufacture, I do not think the building would have fallen. Without being a durable material, or a material I would use, I think if it had been handled better no disastrous result would have followed. The sand out of which it was made had a very large proportion of loam, which should have been washed out. The bricks should not have been used so new. There was a pile there out of which the workmen told me they had been using. I could put my fingers in the opening in the middle and pull any of them apart without difficulty. I found, after keeping the specimens I took home some time, that I could not break them in that manner. Whatever the merits of the material are, I do not think the bricks I examined were in a fit condition to be used at that time.

Q. What is your opinion of the material for the construction of large buildings of this kind?—A. I should not use it.

Q. Why not?—A. I do not think it is a permanent or durable material. I do not think the chemical process that the inventors claim for it is ever perfected. They claim, I believe, that it gradually forms into stone by the chemical action of the lime on the sand, which forms a silicate of lime. I believe that result is confined to a very thin crust on the outside of the brick. I do not think the brick as a whole ever becomes solid or permanent. I may be mistaken about it; I only give that as my opinion; perhaps I may be prejudiced against all artificial stone; I have never used any, and have never seen but one kind that I thought promised to be of any value whatever, which is a recent invention, and has not to my knowledge been practically tested.

Q. Do you find in your travels through the United States that this material has been adopted to any extent?—A. I think I have seen it used in three or four places for small and unimportant buildings, and I believe several prominent architects have recommended it, but I think that they have found the results unsatisfactory. I have seen what purports to be a certificate from some good architects that recommend it, and I have no doubt that they are correct. The only one I now recollect is Mr. Boynton, of Chicago. I think he speaks strongly in favor of it. He is an architect of very good standing in his profession.

Q. Did you ever hear of any buildings being constructed of this material in Chicago?—A. My impression is that I have stated that one or two buildings had been constructed of this material but that they had proved failures. I am not at all positive in my recollection.

Q. Do you remember their having fallen down?—A. If I was told anything about it I was told that they were failures.

Q. To come back to the building here: Did you ever make any recommendation in

regard to strengthening it?—A. Mr. Edward Clarke, the Architect of the Capitol, and myself went at the request of the president of the university that we should go out there. We gave it as our opinion that it was desirable to shore up under the floors so as to relieve the main walls from the pressure, after which we thought the building would stand. I would not have recommended the construction of a new building of that material.

Q. Then you did not consider the building safe at that time?—A. I did not.

Q. Why not safe?—A. I think the material of that building is very treacherous, and that any accident causing a jar, or throwing an unusual weight or jar upon any portion of it would make it very liable to fall. I think it probable that was the difficulty with the hospital, and that there was a strong blow given at some point. The material is of such a nature that it will not resist a severe blow or shock.

Q. Would heavy, long rains have any effect upon the hardness of the material?—A. I judge it would, from the fact that I found specimens that I took away, after being immersed in water some little time were penetrated entirely through the material, destroying entirely its cohesion.

Q. Was this water applied in your office to the bricks after they had become hard?—A. Yes, sir.

Q. And the water penetrated the entire material as you have described?—A. It penetrated it entirely.

Cross-examination by Mr. KETCHUM:

Q. You spoke of sand having been used which should have had the loam washed out of it. What would have been the effect, in your opinion, if more precaution had been used in the purchase of the material?—A. I do not believe it would have fallen.

Q. You found that there was loam in the sand?—A. There was a great deal.

Q. And it should have been washed so as to free it entirely from the loam?—A. It should have been. If you use sand for such a purpose you should use it perfectly clean.

Q. Have you ever made any experiments with this material, or given a course of observation to it that leads you to the opinion you have stated? or has the opinion which you have expressed about this material been formed from the facts which you have stated?—A. I have tried some experiments with the bricks I took away from the hospital in the manner which I have stated, by soaking them in water, which I found penetrated the entire material; it rendered them so soft that I could break them with my hand.

Q. Your opinion that they will never become hard has been formed from what you have stated?—A. It is a mere opinion.

Q. You had a certain opinion about this material when you saw it, and expressed it freely?—A. Yes; I am entirely opposed to constructing buildings of artificial stone.

Q. Has the opinion which you expressed in regard to the strength of the material ever been modified in any way?—A. No, sir, I think not; I think my opinion as expressed has been intensified by what I have since learned.

Q. Did you have any information as to the fall of the hospital connecting it with any blow it received?—A. No, sir, none at all.

Q. Then your opinion as to the blow being the cause was a mere guess?—A. It was an opinion based on what I saw there and general observation.

Q. Was the roof on the building?—A. Partly; they were putting the rafters on.

Q. It was not covered?—A. It was not covered, and I think the rafters were not all on.

Q. Did you or not know whether there was a great storm about that time?—A. I think not.

Q. Was there not a rain at the time the hospital fell?—A. It was a very fine day when I went up; what it was the day or night before I cannot tell. It may possibly have been raining that morning.

Q. Please look at the specimen I hand you and say whether you think it would fall to pieces?—A. I have stated that while I thought the material of which the hospital was built was not a proper material to put into that building, yet if it had been thoroughly dried, and carefully and properly handled, the building would not have fallen. In regard to this particular specimen my impression is that if you put it into water it will penetrate and soften the entire material.

Q. This brick is marked as having been made in Richmond, Virginia, in 1859, and as crushed at a weight of 72,750 pounds; does this appear to be of the same kind of material?—A. It seems to have been made of the same material; I could not, of course, say anything more than that.

By the CHAIRMAN:

Q. You stated that the water penetrated this block; what in your opinion would be the effect of rains, such as we have here, upon an ordinary brick wall? does it or not penetrate the wall?—A. Ordinary brick will absorb a great deal of water, but it is just as strong when it is saturated with water as when dry. The specimens of this

material which I had lost their cohesive qualities when wet ; I could break them with my hands and crush them into sand.

By Mr. HOAR :

Q. How does this material differ from the material called concrete, of which greenhouse walls are frequently built?—A. The best quality of concrete is made with cement ; this material is made with lime. You can make a concrete with lime, but there is in concrete a large proportion of stone, which gives it greater strength. A concrete wall is virtually a rubble-stone wall, composed of pieces too small to lay in the wall by hand, and which are mixed with and bedded in mortar, and rammed hard to get them into place.

Q. Is there not a material which is soft like mortar when laid up, but which hardens in time?—A. You now refer to a French material, termed Beton, of which I know nothing practically.

Q. Do these cement walls grow hard by time?—A. Yes, sir ; all good mortar walls grow hard by time to a certain extent, but in examining old walls you will find the interior, if it has been constructed of poor material, seems to have disintegrated.

Q. Does this brick, shown to you just now, seem to have grown harder with time?—A. That brick is much harder than the specimen I had in my possession.

Q. Is that increased hardness the effect of increased age?—A. I presume so.

Q. Then in your judgment this material does grow hard with age?—A. It will acquire a certain amount of hardness ; the crust will, in my opinion, harden to a certain depth, perhaps an eighth of an inch deep. In old walls, if you pick off a dry coat of the mortar, you will generally find it hard, while the inside is comparatively soft. I do not think the hard crust of this brick will become of any great thickness.

By Mr. BEATTY :

Q. Will not common hard brick soften when placed in water?—A. I think not ; certainly hard burnt brick will not to any practical extent. Any kind of brick will absorb water, and will when wet disintegrate with the action of the frost. If you saturate brick with water and expose it to the action of the frost it will disintegrate.

By Mr. ROGERS :

Q. Would your knowledge of this material lead you to conclude that it could be made as durable as a red brick wall?—A. No, sir ; I do not think it is possible.

Q. The question was asked you about red brick or common brick, "Would a wall built out of good red brick remain uninjured through the winter with no other covering than boards placed on the top?"—A. Certainly, they may be left in that way without danger of material injury.

Q. Will a wall left in that way become better for the exposure?—A. No, sir ; I think it injures it, and that the sooner a building is put under roof the better. The theory that a wall may be built and left exposed during the winter to settle and grow better by the exposure is entirely erroneous.

By the CHAIRMAN :

Q. Did you ever examine the Howard University building?—A. The only examination I have ever made was with Mr. Clarke.

Q. Did you consider the building safe?—A. If the recommendations we made were carried out we consider it safe. Without that I would not have lived in it myself, although it might have stood a great many years.

Q. With the recommendations you made carried into effect, you would consider it a good and substantial building?—A. I think there would be no danger of any accident, and that it would last a reasonable length of time.

By Mr. ROGERS :

Q. Something has been said about the stone finish ; is it not a fact that it is much the most expensive finish you can put about a house?—A. Certainly, it is generally the most expensive. The actual expense depends upon the kind of stone ; I presume any stone trimming would be dearer than any other material that would be used on such a building.

By the CHAIRMAN :

Q. Are stone trimmings generally used in building brick houses?—A. Yes, sir ; I always use stone trimmings or none at all. I would rather turn brick arches over the windows than to use caps of iron, though that is a matter of taste ; many use iron.

By Mr. MCNEELY :

Q. How would an outside wall built of this block appear in comparison with a wall built of pressed brick without stone trimmings?—A. The building block, in my opinion, would look the handsomest. If you can establish the practicability of it, I

would prefer it to any other material except stone; I would prefer it to pressed brick, as its color is more pleasing.

Q. How does it compare as to smoothness?—A. The material is very satisfactory as far as the general appearance is concerned. It is a material that I think persons without any great practical experience would be rather fascinated with.

EDWARD CLARKE sworn and examined.

By Mr. BRADLEY:

Question. State what is your occupation?—Answer. I am an architect.

Q. In what capacity are you employed now?—A. I am Architect of the Capitol.

Q. How long have you been an architect?—A. Twenty-five years, or thereabouts.

Q. During a large portion of that time state with whom you have been associated.—

A. With Mr. Walter, the Architect of the Capitol, for more than eighteen years.

Q. Have you at any time been out at the Howard University building to look at the material in that structure?—A. Yes, sir.

Q. State to the committee what examination you made of it, and on what occasion.

—A. I was called upon by Dr. Sunderland to go out and look at the material of this superstructure. He was, I think, president of the university at that time. Much had been said against that material, and he was apprehensive that the building was unsafe. I went out and expressed the opinion that the building was in no danger at all, it looked much more favorable than the reports I had of it. I took back one of the bricks with me, immersed it in water, and found that it soon became saturated and soft. That caused me to recall the favorable opinion I had given the day before. I then wrote to Dr. Sunderland, taking back my favorable opinion. I recommended that the walls should be painted, and also, as a greater precaution, that the weight of the joists and roof should be taken off from the walls. My opinion is that the material is durable if not subjected to too great a pressure; but it is porous, and the only way the difficulty could be remedied where exposed to the weather was by painting.

Q. Did you make any further examination?—A. No, sir, that was the end of my connection with the matter.

Q. What knowledge or information have you professionally with regard to this material?—A. None other than that porous materials will disintegrate when exposed to freezing and thawing; this material being porous, I consider that it is not reliable. As I said, I immersed the specimen I brought away in water, not entirely covering it, but I soon found that the moisture extended to the top. As a matter of course, in that condition, if it had been subjected to pressure the material would have disintegrated.

Q. With such a structure made of such material what would be the effect of a crowd in any one place?—A. That I am not able to say. I have no familiarity with its resistance to pressure; my opinion is based entirely upon its porosity, and from the fact that in the specimens that I examined, moisture seemed to disturb its cohesive qualities; it might if kept dry resist any amount of pressure likely to occur in any such building.

Q. What would be the effect upon it of vibrations caused by the sudden pressure of a crowd?—A. I could give no reliable opinion in regard to it.

Q. Have you ever seen any other building constructed of this material?—A. Not, I think, of this particular material; I have seen one constructed of material similar to it.

Q. Where was that?—A. On Four-and-a-half street, in the Propagating Gardens; that building stood a few months and then fell down after a few days' heavy rain. It was made of concrete, a mixture of sand and lime; it was made differently from this. The builder, who was then superintendent of the agricultural department of the Patent Office, thought it the greatest invention of the world; that it was going to revolutionize architecture. No machinery was used in making it.

Q. Are you familiar with the government buildings in the United States from information or otherwise?—A. Yes, sir.

Q. Do you know from information or otherwise of any building constructed of this material?—A. None except this.

Q. Have you any knowledge of a house constructed of this material near the Smithsonian Institute?—A. No, sir.

Q. State to the committee what is your judgment of the propriety of constructing large buildings of this material?

(Question objected to by Mr. KERCHUM, the witness having stated facts within his knowledge. Objection subsequently withdrawn.)

A. From my knowledge of it I should condemn it as I would any analogous material for public buildings. I think the most compact material should be used where durability is required and cheapness is not the essential consideration. At the same time I will say that any person not an architect would be misled by a pamphlet which was placed in my hands, in regard to this material. It certainly sets forth the material to be of the most durable and reliable character. I would not consider this or any other artificial material suitable for the construction of the public buildings in which the

matter of expense was not considered. Even if built of stone I should want to know its compactness, and if it were porous I would reject it.

Q. Were you in 1867 making any contracts to any large extent for bricks in this city?
—A. No large contracts. I do not think I made any contracts at all; I think I bought altogether in the open market.

Q. Have you any impression as to the cost?—A. My impression is they charged \$15 or \$16 a thousand; they were higher than they are now.

Q. What is the size of the brick made in this city?—A. They are 9 by 4½ and 2¼ inches—this is the standard size.

Q. What is the character of the material?—A. Durable; more durable than ordinary sandstone, more durable than Connecticut sandstone—next in durability to very compact stone. Hard-burnt brick is the only porous material that will resist the action of frost.

Q. Is it necessary in this climate to fur the inside of the exterior walls of a building built of ordinary brick?—A. No, sir; when the walls are thicker than one brick, if they are one and a half brick thick—14 inches—it is not necessary to fur; you can plaster directly on the wall.

Q. How many coats of plaster is necessary for a brick wall?—A. Two; and three coats on lath work.

Q. Would a 14-inch wall have been sufficient for the superstructure of the Howard University building?—A. No, sir; I do not think it would.

Q. Then, if there had been an 18-inch exterior wall, would there have been any necessity of furring on the inside for the purpose of plastering?—A. For that matter I do not think an 18-inch wall would have been sufficient; at least for the first two stories. Furring would not have been necessary on such a wall.

Q. Would not the exterior of a building constructed of this building block require to be painted often?—A. I suppose it would have to be painted every five or six years. The center portion of this Capitol is of porous material and we have to paint it every five or six years.

Q. You recommended the shoring up and painting of this building; do you know how many coats it would require to make it a good job?—A. I should suppose half a dozen coats would be necessary to secure it against moisture.

Q. Would not half a dozen coats be necessary every five or six years to keep it in good condition?—A. I think after the first two or three coats would be sufficient. The oil that is not absorbed into the stone or material is evaporated by the sun, and the lead will rub off like whitewash.

Q. Will paint in this climate stand five or six years unless it is uncommonly good?—A. Not more than that. We are compelled to paint the roof of this Capitol to prevent the absorption of heat. No oil is absorbed on this metal roof. The sun evaporates the oil in a single season and leaves the body of the paint crumbling and useless.

WASHINGTON, D. C., April 20, 1870.

Dr. HIRAM BARBER sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in the city of Washington, and am employed as a clerk in the General Land Office, Interior Department.

Q. State, if you please, whether you had any connection or association in originating the present Howard University?—A. I had.

Q. Where was that reorganization first entered upon?—A. In the city of Washington.

Q. Do you remember whether or not General O. O. Howard was one of the original persons in that organization?—A. General Howard was not present at the first meeting.

Q. Had that association or organization any design connected with the Freedmen's Bureau at this time?—A. No, sir.

Q. When did General Howard, so far as you recollect, come into the organization?—A. He came in before the charter was obtained, according to my recollection.

Q. Have you any recollection as to who suggested the obtaining of the charter?—A. I don't recollect what person suggested it; it was talked over in our meetings.

Q. Before obtaining the charter, was there anything said about obtaining the aid of the Freedmen's Bureau for the funds of the association?—A. Not to my recollection.

Q. Are you the same gentleman named as one of the corporators in the charter?—A. I am.

Q. How long after that charter was granted before a suggestion was made as to obtaining aid from the Freedmen's Bureau?—A. I can't answer definitely as to time; it was some time after the charter was granted.

Q. Was it before or after the university corporation was organized by the election of a president and trustees?—A. It was after.

Q. From whom did that suggestion come at that time, and what was said, as well as you can remember?—A. The suggestion came from General Howard. The matter was discussed at several of our meetings; the board of trustees had doubts as to the propriety of connecting it with any government institution, and with the Freedmen's Bureau in particular. General Howard stated that he had the right to use certain funds in his hands for that purpose.

Q. Was that suggestion accepted?—A. No, sir; it was not accepted at once.

Q. Did he state how these funds should be applied for the benefit of the university, or anything on that subject?—A. No, sir. I don't think he did; he made the general statement to the board of trustees that he had a right to use certain funds for the benefit of the university.

Q. From whom came the proposition to purchase Smith's farm?—A. From General Howard, I believe.

Q. Were you, at that time, a member of the board of trustees?—A. Yes, sir.

Q. Did the trustees take any, and if so, what part in that purchase?—A. The negotiation for that property was conducted entirely by General O. O. Howard, so far as my knowledge extends.

Q. Were you at that time or not a member of the executive committee?—A. I don't think I was ever a member of the executive committee; I was a member of the board of trustees.

Q. Were the trustees cognizant of the fact of the purchase of that land, and was the deed ever delivered to them, so far as you know; or was it all conducted under the management of General Howard?—A. General Howard, as I understand it, carried forward all the negotiations in regard to the purchase of the land, from time to time, and reported his operations to the board, and his suggestions in regard to it; I don't know that he ever presented the deed to the board; I cannot say but what he might have done so.

Q. After the deed was obtained, was there, or was there not, a plan devised for laying out a portion of the land into lots, and putting it into the market?—A. Yes.

Q. Who carried out that plan?—A. If I recollect aright, it was done under the direction of the executive committee.

Q. Have you any knowledge whether or not a portion of that land, and, if any, how much, was assigned to General Howard as a donation?—A. Yes; I recollect that one acre was assigned as a donation.

Q. State at whose instance that was done.—A. The donation was made at the instance of General Howard, originally.

Q. You can state whether or not that is the place where his house is?—A. I understood at the time that that was the acre upon which his house now stands.

Q. Have you any knowledge of the fact whether or not, when that land was laid out in lots, and about to be put upon the market, a minimum price was fixed upon the lots, and certain persons allowed to select lots at the minimum price?—A. Yes, sir.

Q. State, as well as you can recollect, any persons who were allowed to select these lots.—A. I made a selection, for one, and I know several parties who made selections at the time I did; whether they consummated the purchases or not I am not able to say; I did not.

Q. Do you know whether any of General Howard's military household, or officers of the Freedmen's Bureau, made selections?—A. I can't say of my own knowledge.

Q. You say you did not consummate your purchase?—A. I did not; I checked one of the lots on the plat, and wrote my name on it, but abandoned it in a very few days afterwards.

Q. Had you, as a member of the board of trustees, or otherwise, anything to do with the plans and specifications or contracts for the erection of buildings on the university lands?—A. I had nothing to do with the plans or the contract, except that when the plans and specifications were presented to the board of trustees I think they were accepted by the board.

Q. Was the board of trustees consulted, as far as you know, with regard to the material out of which these buildings should be constructed?—A. That matter was talked over frequently in the board, and a good deal of speculation was had in regard to the proposition to use the material of which the building was finally constructed. Very great doubts were entertained in the minds of some of the board in regard to the quality and durability of the material; certain specimens were brought to the board of trustees.

Q. By whom?—A. I think they were brought by Mr. Searle; he had the specifications, and he was the architect. Mr. Searle and General Howard both urged the adoption of that material, and were very anxious that it should be adopted, but I don't recollect that any vote was taken in regard to the material, except that when the plans and specifications for the university were presented they were accepted by the board, and I understood at the time that they included this material.

Q. At the time—shortly before or shortly after—these specifications were adopted, and that contract made for the erection of the buildings of that material, have you any knowledge derived from General Howard himself, or from conversation in his presence, or any other knowledge of the fact whether or not he was interested in that material?—A. I have.

Q. State to the committee what you know upon that subject.—A. I had a conversation with General Howard on the subject, and he said to me that he was interested in a patent brick machine, and said to me, "Do you know any reliable person we can get to take charge of the yard?" I thought a moment, and told him that I thought I could recommend him to an acquaintance of mine.

Q. Was or was not the fact brought to the knowledge of the board of trustees, in conversation or otherwise, of General Howard being interested in the manufacture of that material?—A. Yes, sir; that fact was brought to the knowledge of the board.

Q. State, if you please, if you know, either through conversation with General Howard or in his presence, or of your own personal knowledge, whether he advanced any money toward the use of that machine.—A. I never heard General Howard say that he advanced any money. I merely learned from this conversation that he was interested in the making of this brick.

Q. State whether, after this material had been brought to the notice of the board of trustees, you learned from General Howard, or obtained any knowledge otherwise, that he had disposed of his interest in that machine.—A. I never learned that fact from General Howard.

Q. Have you any knowledge, either by conversation with General Howard or in his hearing from other parties, or otherwise, of the fact of his proposing to purchase John A. Cole's portion of the university lands on speculation?—A. I never heard anything of the kind from General Howard.

Q. Had the trustees any control, or did they exercise any control, over the sales of the lots into which these lands were divided?—A. If I recollect right, they exercised but very little control over the entire business.

Q. Do you know to whom the money which was derived as the proceeds of the sales of these lands was paid?—A. I do not.

Q. Do you know to whom the bonds were given? I understand there were credit sales as well as cash sales.—A. I know nothing about it; I never saw any bonds; never saw any money paid, and know nothing about it. This matter was entirely in the hands of two or three individuals.

Q. Who were they?—A. I understood it to be in the hands of the executive committee, in connection with the real estate agent for the sale of lots, Mr. Hall.

Q. At that time was the executive committee composed of General Howard, Mr. Bascom, Mr. Robinson, and Mr. Nichols?—A. I so understood it.

Q. So far as your memory serves you, was there any oral report or written report made to the board of trustees of the amount of the sales of these lands, and disposition of the proceeds, except the official report of the president?—A. I cannot say there was ever any satisfactory statement or report given to the board of trustees, to my knowledge, while I was a member of it.

Q. Did you know anything of the purchase of a piece of ground from Teresa Beckert, originally a part of the Smith farm—a four-acre lot on Seventh street?—A. I know nothing about that transaction at all.

Q. State, if you please, whether after the conveyance of this property to the trustees of the university, and after the erection of the building, it was held and claimed, and treated by them, as the property of *their* corporation, or as the property of the United States.

(Question objected to by Mr. KERCHUM on the ground of the delay of the witness in answering, and that the fact should be proved in another way.)

A. I understood it was claimed as the property of the corporation.

Q. Did you or did you not know whether they paid the taxes on it?—A. I so understood that they did. I don't know that fact.

Q. Do you know anything of the fact, whether they did or not rent out portions and receive the rent for it?—A. Yes, sir.

Q. Are you still a trustee?—A. I am not.

Q. While you were there who kept the minutes of the board of trustees?—A. The minutes were kept by Mr. Cushman for some time; I cannot say how long; until he was taken sick and left the city, after which I acted as secretary for a long time.

Q. Are these minutes in your possession now?—A. No, sir.

Q. In what form were they kept; were they written up at the time in a book, or kept on loose sheets?—A. They were written on loose sheets at the time of the meetings.

Q. What has become of the loose sheets?—A. At General Howard's request or suggestion they were sent to his office.

Q. And written up at his office or by yourself?—A. I never saw them after they went out of my hands. I don't recollect ever seeing them after that.

Q. Were you in any way connected or associated in the First Congregational church?—A. Yes, sir.

Q. State to the committee what, if any, official relation you held to that church.—A. I was a trustee of the First Congregational Society for two or three years.

Q. Have you any knowledge of the negotiation of the bonds of that church through General Howard or others? If so, state what you know of that negotiation.—A. To the best of my recollection, about \$18,000 were negotiated by General Howard, as chairman of the board of trustees and treasurer of the building fund, with the Howard University.

Q. About what time was that?—A. I think it was in 1868. I cannot recollect the date distinctly.

Q. Was it while you were still trustee of the Howard University?—A. Yes.

Q. State whether these bonds were brought into, and made a part of, the capital fund of that university, as an investment.—A. I so understood it.

Q. State, if you please, where the money came from to cash them.—A. I cannot say where it came from.

Q. Was any such investment made by order of the board of trustees of the Howard University, so far as you know?—A. No, sir; not to my knowledge. I don't recollect any order having passed of that kind.

Q. Are you aware whether there were or not any funds of the university at that time out of which such an investment could be made?

(Objected to by Mr. KETCHUM as not proper in form.)

A. I can only answer that by stating what I heard General Howard say. General Howard said that he had funds in his possession, or at least had the right to use funds, for such a purpose. What funds they were, and where they came from, I don't know.

Q. What relation did General Howard at that time hold to the university?—A. He held the position of trustee and member of the executive committee at that time.

Q. Do you know of more than \$18,000 being purchased with the university funds; do you know anything of \$6,000 more?—A. I know nothing about that \$6,000 except as I learned it from other persons.

Q. Had you any conversation with General Howard, or did you hear any conversation between him and any other person, in regard to his furnishing funds for the construction of the First Congregational church building?—A. Oh, yes; I heard him speak of it several times.

Q. State what he said at any time on that subject having relation to the Freedmen's Bureau.—A. I heard him state on one or more occasions that he could build that church; or I think he used the words that he could put money in it provided we would allow a school or class to be kept in one part of the building—a theological class for colored men.

Q. Did anything pass with regard to the source of the fund from which that money was to come?—A. Nothing definitely, to my recollection. He said that he could do so.

Q. Was that before or after the negotiation of the \$18,000 bonds?—A. Previous to that.

Q. Have you any knowledge, derived from him or in any other way, of the fact of the sale of \$10,000 of those bonds to the normal school in Richmond?—A. If you will allow me to go back just a little, I will answer that question. We first signed up \$30,000 of church bonds under the resolution passed by the society to issue \$40,000. That resolution was passed, authorizing the board of trustees to issue that amount of bonds in the ordinary way, and a committee was appointed to get up a copy of the bonds and submit it to the society for its adoption. That committee reported a bond which was adopted. The board of trustees then met at General Howard's house and signed up \$30,000 of these bonds. It was understood at the time that these bonds were to go on the market the same as the bonds of any other corporation. Nothing was said then of their being negotiated to the Howard University, or the Freedmen's Bureau, or anybody; at least, I had no idea of anything of the kind. Several bonds were put on the market.

Q. Do you know what any of them sold for?—A. I never understood that any of them sold for anything less than par value; but the money came in very slowly, and we were embarrassed very considerably in regard to going forward with the work. The first thing that I heard of this negotiation of \$18,000 by General Howard was that it had been consummated. After that had been expended, and we still got deeper into difficulty, there were yet \$10,000 of unsigned bonds remaining. We had a meeting, and a good deal of discussion was held in regard to the propriety of signing up the remaining \$10,000 of bonds. One of the trustees was not there. There were five trustees—four present. One refused to sign any more bonds. General Howard stated to me and to others that with the \$10,000 he would be able to go forward and finish the church, and without it the work would have to stop and perhaps the church be sold. I asked him if he knew where he could get the money. He said, "Yes; I can get the money in Richmond." Under the orders of the society, I told him I felt bound, as trustee, to carry out the society's wishes, and agreed to sign the remaining \$10,000,

which I did. General Howard, myself, and one other of the trustees signed them. That is all I know of it.

Q. Was money raised on that \$10,000?—A. I understood afterward that it was.

Q. Have you a copy of the resolution which was passed directing the trustees to sign these bonds? If so, state the date of it.—A. The resolution was passed the 25th September, 1867.

Q. Were the bonds issued shortly after that?—A. They were issued shortly after that; just as soon as they could be conveniently prepared.

Q. These \$18,000 were negotiated shortly after that?—A. Just as soon as it could conveniently be done.

Q. I understand you, then, that these bonds were issued by authority of the congregation, signed by the trustees; and secured how?—A. By a deed of trust on the church property. I have one of the bonds here. It is as follows:

"\$100.

WASHINGTON, D. C., October 1, 1867.

"Three years after date the First Congregational Society of Washington, by their board of trustees, (duly authorized by resolution of the society of September 24, 1867,) promise to pay to O. O. Howard, treasurer of the building fund of the society, or order, one hundred dollars, for value received, with interest payable annually; it being agreed that the society may redeem this note at any time by paying the principal and accrued interest."

WASHINGTON, D. C., April 21, 1870.

HIRAM BARBER—Examination continued.

By Mr. KETCHUM:

Question. You stated yesterday that the originators of Howard University had no design, in any way or shape, in connection with the Freedmen's Bureau. Do you mean to say that they had no design in connection with the freedmen in any shape?—Answer. I mean to say that the originators of the university, or of the university project, had no design that it should be connected with any government institution whatever. No question was asked me pointing in the direction of freedmen at all.

Q. Please to answer, then, whether it had any design in connection with the freedmen in any shape?—A. As I understand it, the association, which was a voluntary thing at first, was to establish a school for the colored young men for the ministry.

Q. You said General Howard was not present at the first meeting; is your recollection clear on that?—A. It is.

Q. You have no doubt of that?—A. No doubt whatever.

Mr. KETCHUM. If the chairman please, I will place before the witness a book which is backed, "Record Howard University," and ask him to look at certain parts in the minutes of this book.

(Mr. BRADLEY objected to the introduction of the book as testimony.)

Mr. KETCHUM. I ask only that he may look at certain minutes in the book; the minutes are not offered. I design to show certain facts from these minutes; facts occurring in connection with the personal attendance of the witness, and recorded by himself as secretary. My reason for this is that it will greatly facilitate references. My question is this: Do you know what this book is, and have you ever seen it before?—A. I have seen it once before, if it is the record of the transactions of Howard University.

Q. Can you read what is on the back of it?—A. I can—"Record Howard University;" if this is the same book I have seen it once before.

Q. Please look at it as opened and see if it is the same book, (opening the book.)—A. I cannot identify this page; it may be that I can other pages, if I am allowed to look at it.

Q. Can you identify the paper I now show you?—A. I cannot, by what I now see of it.

Q. Were the minutes of the Howard University, all of them, ever in your charge as secretary *pro tem.*?—A. Of course that includes the record book.

Q. No, sir; I mean the original minutes?—A. I think not.

Q. I do not mean those succeeding the time when you were secretary *pro tem.*, but the previous minutes?—A. I think not, all of them, at one time.

Q. Was it not your ordinary duty as secretary to take charge and keep possession of the minutes for your own time and the time preceding?—A. I must beg permission to explain a little, in order to make myself understood. When I was appointed secretary *pro tem.* of the board of trustees it was because the original secretary had been taken sick, very sick, unable to attend to the duties of his position; he was sick for a long time; in the mean time I was appointed, or at least requested, to act as secretary *pro tem.*; I went to his house to get the papers in his hands, twice, to the best of my recollection, but was unable to obtain them on account of his condition. Whether they

were all of them ever in my own hands or not, I do not know. It is possible they may have been deposited with me; if so, I never looked over them.

Q. Be pleased to look at this paper and see if you have any doubts as to its being the records of the first meeting toward organizing this university.

(Question objected to by Mr. BRADLEY, unless the witness states that he has knowledge of the fact. Question withdrawn.)

Q. Do you know the handwriting upon that indorsement?—A. No, sir; I don't.

Q. Do you know the handwriting upon the pages of this paper?—A. Only that it is signed by Mr. Cushman, I take it to be his handwriting; it resembles it, but I am not sufficiently acquainted with his handwriting to identify it. Allow me to say that I think you are talking about one meeting, and that I was talking about another meeting of the trustees on that subject.

Q. When you said General Howard was not present at the first meeting, did you intend the first meeting *before* the incorporation, or the first meeting *upon* the incorporation?—A. I meant the meeting before the act of incorporation was passed; when the matter was first talked over at Mr. Brewster's house; when the project was first entered upon and the object of the scheme talked over.

Q. These are the minutes of the preliminary meeting, are they not?—A. It says so, but there were one or two before that date.

Q. State when was the date of the first preliminary meeting of which you last spoke.—A. I don't know the date; I don't think any record was ever made of this meeting; the first one or two meetings held were informal; they occurred shortly before the date of this paper. I recollect this meeting; General Howard was invited the second or third meeting we held to be present; I think he was not in the city at the time of that first meeting; I am pretty confident he was not.

Q. You stated that you recollect this meeting; allow me to ask you if you attended a meeting on or about November 20, 1866, at the house of H. A. Brewster, esq., in K street?—A. I recollect being at the first meeting in which General Howard appeared; I was present at all the meetings previous to that.

Q. Please to inform me whether you were present at that meeting, at this house, and on the invitation of Mr. Brewster, K street, on the 20th November, 1866?—A. My name appears on the minutes, and I presume I was there.

Q. You say you were there because your name was in the minutes; have you any recollection of the transactions of that meeting?—A. I recollect being at all the preliminary meetings that were held; I think I was present at all the meetings.

Q. Was that a meeting relating to an institution for the training of colored preachers for service among the freedmen?—A. That matter was talked over at all our meetings.

Q. Was it at that meeting?—A. I cannot say positively; I presume it was.

Q. State whether, as you now recollect, upon the request of Dr. Boynton, the Rev. B. F. Morris at that meeting set forth a plan for a theological seminary, having in view the training of colored men for the ministry.—A. I think there was something of that kind; I think Mr. Morris did speak upon that subject.

Q. Do you recollect at that meeting that, on motion of the Rev. H. D. Nichols, the name "Howard Theological Seminary" was unanimously adopted for the proposed institution?

WITNESS. What meeting was that?

Mr. KETCHUM. That same meeting, at Mr. Brewster's.—A. I presume that motion was made at this meeting; I don't recollect who made the motion.

Q. You recollect that it was unanimously adopted?—A. I don't recollect that it was unanimously adopted; I recollect that the motion was adopted at a certain meeting, and perhaps that was the meeting.

Q. Do you recollect whether trustees were appointed for the institution, and the names of those proposed as trustees?—A. I don't recollect.

Q. Have you any recollection of *yourself* being among the names chosen?—A. I have no recollection of that meeting without reference to the book.

Q. Would it aid your recollection in any way to look at the book?—A. If my name appears in the minutes, I presume it is correct.

Q. You think it is correct that General Howard was also appointed?—A. Oh! yes, sir; I have no doubt of that at all.

Q. Do you recollect that after that procedure, sundry remarks in regard to the proposed enterprise of labor for freedmen were made by Brother Morris and others?—A. I don't recollect now who spoke particularly upon the subject; I recollect the matter was talked over there.

Q. Do you recollect such a thing as this: "That General Howard then and there proffered to erect a suitable building for a seminary, provided a proper lot could be furnished?"—A. I don't recollect positively.

Q. Would it aid your recollection at all to look into the book of the minutes?—A. Possibly.

Q. Be so good as to look into this book and say whether, after that proffer, Mr. Brewster then guaranteed a lot?—A. I think it is in the minutes.

(Mr. BRADLEY objects to the witness reading the minutes as testimony.)

A. I cannot say, except from the minutes, what was said upon that subject at all.

Q. Please to say whether you consider this correct as a statement concerning that meeting: "That every consideration and procedure was characterized by a most profound sense of Christian obligation and privilege, especially in view of the southern harvest field." Is that a true statement concerning the character of that meeting?

(Mr. BRADLEY objects to the testimony being drawn out of the witness by reading to him from a paper.)

A. I cannot say whether it was or not.

Q. How soon were you appointed secretary?—A. I cannot answer that question from memory. I don't know how long after Mr. Cushman was taken sick.

Q. Were you not appointed secretary at the second preliminary meeting, and did you not so act?—A. I don't recollect.

Q. Please look at this paper and say in whose handwriting it is.—A. This is my handwriting.

Q. Have you not recorded there that you were appointed secretary of that meeting?—A. Yes, sir, of the meeting held December 4, 1865.

Q. You were then so appointed at that meeting?—A. I recollect that Mr. Cushman was not present at that meeting, and that I was requested to act as secretary.

Q. At that time was the name recommended at the previous meeting adopted, "The Howard Normal and Theological Institution for the Education of Teachers and Preachers?"—A. At a certain meeting it was; I cannot say whether it was at that meeting.

Q. I will show you the minutes and ask you to say whether that was not done at this meeting.—A. It is so recorded; I have no doubt it is true.

Q. Say whether this entry is a true statement of what occurred: "On motion of H. D. Nichols, the name reported at a previous meeting—The Howard Normal and Theological Institute for the Education of Teachers and Preachers—was adopted."—A. That appears so here.

Q. Do you know that at one of these early meetings a resolution was passed upon a report by the committee on buildings and grounds, that the committee be authorized to purchase property located near the terminus of the Seventh street railroad north, for the purpose as proposed by them?

WITNESS. Do you mean the Smith farm?

Mr. KETCHUM. I presume so; this record is all I have.

A. I recollect that at a certain meeting the consideration was had of a proposition of General Howard to purchase that farm, known as the Smith farm; but whether the committee was authorized to purchase or not, I cannot say. General Howard reported to the board that he could purchase it, and had made preliminary arrangements to purchase it; he did very many other things, and brought them before the board, and the board very often sanctioned what he had done. I presume they did it in this instance.

Q. I wish to refresh your recollection by reading from the minutes: "After further remarks by General Howard, Dr. Boynton, Rev. B. F. Morris, and Dr. S. L. Loomis, upon the report of buildings and grounds, it was moved by Mr. Morris, and voted, that said committee be authorized to purchase the property located near the terminus of the Seventh street railroad north, for the purposes, and as proposed by the report of the committee." Do you remember that fact?—A. I rather think that had reference to the piece of property we first got.

Q. You had a knowledge of the fact stated here?—A. I recollect that such matters were talked over.

Q. You recollect that?—A. I don't recollect what the vote was, or on whose motion. I recollect when that matter was talked over.

Q. Do you recollect such action as this: "On motion a committee of three, consisting of the Hon. S. S. Pomeroy, Hon. Henry Wilson, and Hon. B. C. Cook, was appointed to obtain a charter?"—A. I recollect that such action was had, but cannot say when it was.

Q. Do you recollect who was made the first president of the board of trustees?—A. Dr. Boynton.

Q. You were present at that meeting, were you not?—A. I think I was.

Q. Was it the 8th of January, 1867?—A. I cannot say what was the date.

Q. You recollect being present when Dr. Boynton was appointed president?—A. I think it very likely I was present; I am not positive.

Q. Do you recollect this as having taken place: "After remarks setting forth its importance to the freedmen, by, and on the motion of General C. H. Howard, a committee of three was appointed to consider and report on plan for a law department?"—A. I don't recollect that; I cannot recollect everything that was said and done in these meetings.

Q. Do you recollect this proceeding: "That the Rev. D. B. Nichols made a verbal report on nominations, and that among the names was, for materia medica and jurisprudence, H. H. Barber, M. D.?"—A. Yes, sir; I recollect that that occurred, but don't recollect when it occurred.

Q. Do you recollect, in that early time, such a procedure as this, that: "The question whether provision by charter be made for the admission of females was freely, and with lively interest, discussed *pro* and *con.*, and the prevailing opinion was, that no distinction should be made?"—A. I recollect that was talked over.

Q. Do you think this is a correct statement about it?

(Question objected to by Mr. BRADLEY as not called out by the examination-in-chief, and irrelevant.)

A. I presume it is.

Q. At the first meeting, after the charter was adopted, who was present?—A. I cannot say.

Q. Do you recollect this action: "On motion of H. A. Brewster, esq., General Balloch was elected treasurer of the university?"

Mr. HOWARD inquired whether it was proposed to offer these records in evidence.

General HOWARD replied that yesterday the counsel on the other side seemed to indicate that the book of records of the trustees was not a correct transcript from the record itself; he had therefore brought up the original documents.

On motion of Mr. HOWARD, the committee ordered that, until the original minutes of the trustees of the Howard University are offered in evidence, no verbal examination of witnesses founded on such minutes be permitted.

Q. Was a land agent appointed by the direction of your board to engage himself with one of your body in selling lands of the tract on the hill known as the Smith farm, which should not be wanted for the university?—A. I do not recollect that any land agent was clothed with such authority; I recollect that a land agent was employed to sell the lands that were laid out.

Q. Was that land agent Mr. Hall?—A. He was the land agent for that purpose.

Q. Were there occasional reports made to your body, and considered by them from the committee, and was that committee General Whittlesey?—A. I believe General Whittlesey made a partial report at one time, but very unsatisfactory to the board, and gave rise to a good deal of discussion.

Q. You stated yesterday that there had been, by vote of your body, given to General Howard a lot for a house; do you recollect that General Howard afterward formally declined that offer?—A. I don't recollect that he formally declined the offer, if you put the question in that form.

Q. You don't recollect being secretary at any time when such decline was made?—A. No. If you will allow me, I will tell you what did occur.

Q. Please answer my question.—A. I recollect being present at a meeting, when a resolution or motion was passed allowing General Howard to give his notes for the lots which had been donated to him.

Q. Please answer my question: Do you recollect being present at a meeting, and acting as secretary thereof, at which General Howard formally declined to receive the gift (which had been voted to him before) of that lot?—A. I believe General Howard did decline to accept it at a meeting of which I was secretary, some time after the vote donating it was passed.

Q. You know, do you not, that he so declined?—A. No, sir; I do not know that he so declined; I so understood it.

Q. Please to look at the minute now shown you of a meeting of the trustees on the 14th of August, 1867, and say whether it is in your handwriting.—A. That is in my handwriting.

Q. Does it read in your handwriting that "General O. O. Howard formally declined to accept the land heretofore donated to him by the board, and declared his intention to purchase the same at valuation?"—A. Yes, sir.

Q. Is that true?—A. That is true.

Q. You forgot it at the time—a few moments ago?—A. No, sir; I did not forget it. You wanted me to fix the time, and I could not do it without referring to the records.

Q. I fixed no time. Do you remember, then, that your board determined to arrange the terms of sale of that lot to General Howard, and did you enter it so here?—A. I presume I did. I just stated a resolution of that kind was brought up and passed.

Q. Do you recollect that afterward an arrangement was made and reported?—A. I don't recollect it, without referring to the minutes.

Q. Do you recollect ever proposing in the board that application be made to General Howard, as treasurer of the Freedmen's Bureau, for aid to the Howard University in the erection of suitable buildings?—A. I presume I did.

Q. Do you recollect that you did?—A. I do not recollect that I did.

Q. Have you any doubt about your having done so?—A. Well, sir, I have some doubt about it. If my memory could be refreshed by the minutes, I should be very glad to have it refreshed.

Q. Have you any recollection at the meeting, where a report was made of the action of the committee for the sale of this land to General Howard, that you moved a confirmation of the report and the consummation of the sale?—A. It is very likely that I did; I have no positive recollection about it. I recollect the general transaction.

Q. You had entirely forgotten it in your examination yesterday, had you not?—A. By no means.

Q. You had not forgotten that you moved the consummation of that sale which had been agreed upon and reported?—A. That part of it I had not in my mind yesterday.

Q. You did not think of it when you spoke in your testimony of land having been donated to General Howard?—A. I do not know that I can tell you now what I thought yesterday. I recollect answering the question which was asked, and my answer was the truth upon that subject.

Q. Do you recollect while you were secretary that at that meeting you moved that confirmation, and reported it in your handwriting?—A. If the minutes say I was secretary, I suppose I was secretary. I was secretary for a long while. I will state to the committee that the reason why I don't recollect all these matters is, because the records were never in my hands, only so long as I was writing them out. Of course I cannot be expected to recollect every little incident that transpired in the board of trustees.

Q. Please look at the minutes of August 23, 1867, and say whether or not they are in your handwriting.—A. Yes.

Q. Please state whether this entry is correct: "On motion of H. Barber, the report was agreed to, and the action of the committee unanimously confirmed by the board?"—A. I presume that is correct.

Q. Do you not feel very certain that it is correct?—A. I do not know that it is necessary to swear to it any stronger. If it is in my handwriting, it is so.

Mr. ROGERS objected to this examination from the minutes, unless the minutes themselves are placed in evidence.

On motion of Mr. TYNER, the committee ordered that leave be granted to place in the hands of the clerk the original minutes of the board of trustees of the Howard University.

Mr. KERCHUM. I now place the original minutes in the hands of the committee, and ask the witness whether this entry is in his handwriting: "E. W. Robinson, from the executive committee, reported the action of the said committee relative to the sale of a lot on the university grounds to General O. O. Howard. On motion of Mr. Barber, the report was agreed to, and the action of the committee unanimously confirmed by the board."—A. That is in my handwriting.

Q. Is it a true record?—A. Yes, sir; it is true.

Q. Was the date of that the 20th of August, 1867?—A. It is so stated there, and must be true.

Q. Look at the date of August 14, 1867, and say whether the record of that meeting is in your own handwriting?—A. Yes, sir.

Q. Were you secretary then?—A. I was secretary *pro tem*.

Q. Is the statement I have already read, that General O. O. Howard formally declined the donation of the lot referred to, and declared his intention to purchase the same at a valuation, true?—A. That is true. I wish to state to the committee, if I may be allowed, that the facts he is attempting to draw out of me—

Mr. HAMILTON objected to this statement of the witness, on the ground that he was not making an explanation, but a speech.

WITNESS was informed that he could make any proper explanation of his testimony after the examination should be closed.

Q. After you quitted the room yesterday, upon your examination, did you narrate to any person to what you had testified here?—A. I talked with several persons about it.

Q. State to the committee to whom you spoke about it.—A. I spoke to my wife.

Q. Anybody else?—A. I think I talked with Mr. Stevens about it.

Q. Anybody else? you said several persons.—A. I cannot recollect now; there were several persons.

Q. You do not recollect, then, any other person outside of your family except Mr. Stevens?—A. I recollect that I spoke to Dr. Boynton and Mr. Stevens; we walked down the avenue together. I talked the matter over in a general way only.

Q. Have you spoken on the subject to any other person?—A. Yes, sir.

Q. What other person?—A. To General Boynton, and perhaps to others.

Q. I will not ask you for the others. You were a member of the First Congregational church in this city, in 1867-'68?—A. Yes, sir.

Q. Did you, as a member of that society, join and participate in the appointment of a committee to issue a pamphlet on the subject of the church and its troubles?

(Question objected to by Mr. BRADLEY, as not called out by direct examination.)

A. Yes, sir.

Q. Did you write any part of that pamphlet?

(Question objected to by Mr. McNEELY as not relevant to the investigation. Question allowed by the committee.)

A. I did not.

Q. Did you suggest a portion or portions of it?—A. Very likely.

Q. Have you any doubt on that subject?—A. I cannot say now that I made any positive suggestions.

Q. When you said "very likely," did you make a guess, or mean to express a belief that you had?—A. I meant to say that of the matters contained in that pamphlet, many of them were known to me, and were talked over by me and other members of the church.

Q. You contributed toward the printing of the pamphlet?

WITNESS. In what way?

Mr. KETCHUM. Toward the expense of the pamphlet?—A. Yes, sir.

Q. It attacked General Howard, did it not?

(Question objected to and withdrawn.)

Q. Please to look at this paper and say if it is the pamphlet of which I have before spoken, and of which you have been speaking?—A. It is.

(Pamphlet marked for identification by the chairman.)

Q. You knew of an invitation given by General Howard, in the Sunday school, to bring in children there, and that colored children came in, one hundred and twenty in number?

(Question objected to by Mr. ROGERS, and withdrawn.)

Q. Were you at that time hostile to General Howard?—A. No, sir.

Q. Were you not hostile?—A. No, sir.

Q. Were you friendly with him?—A. Yes, sir.

Q. Did you ever read any of the fifteen specifications, which have been referred to this committee, before they appeared in the House of Representatives in the hands of the honorable member from New York?—A. I never did.

Q. Did you ever hear anything read?—A. No, sir.

Q. Did you ever hear their contents described or talked of?—A. I may have done so. I have heard a good deal in relation to the Freedmen's Bureau in a hundred different ways. I cannot say now that I heard any of these charges talked over.

Q. Did you ever hear anything like these charges talked of at a meeting, held with a view of their being brought to the action of the House, anything like these charges?—A. No, sir.

Q. Were you present at any meeting, before these charges were brought into this House, where the practicability of bringing the charges before the House against General Howard was considered?—A. No, sir; no such meetings were ever held to my knowledge, at any time or place.

Q. Was no meeting ever held with a view of collecting facts concerning General Howard, in which you were present, anterior to this time?

WITNESS. Having reference to these charges?

Mr. KETCHUM. Any collection of facts concerning General Howard before the action of the House?

(Question objected to by Mr. BRADLEY.)

WITNESS. I wish to ask what you refer to, the pamphlet or the charges? I can answer the question by saying that no meeting was ever held, except having reference to the pamphlet that was spoken of.

Q. No meeting was ever held after the issue of that pamphlet, and before the action of the House, where you were present, where facts were collected upon conversation with persons present, concerning General Howard?—A. I have been present at many meetings where General Howard has been talked of, and where he has been talked about, but not with a view, never, to bring these charges.

Mr. KETCHUM. I wish the witness to answer the question.

WITNESS. That is my answer. I have no other answer to make.

(Question objected to by Mr. BRADLEY.)

Q. In which facts were collected concerning General Howard?—A. No, sir; not to my knowledge.

Q. Before these charges came out in the House, did you have any knowledge of any intention to have them come out in the House?—A. No, sir; I had no knowledge of it whatever.

Q. Did you, at any time, pay anything, or agree to pay anything, toward any expenses that might be incurred upon this investigation?—A. This investigation? No, sir.

Q. Or any other investigation?—A. No, sir.

Q. Let me ask why you emphasized "This investigation" in your answer?—A. Because you said "This investigation."

Q. Or any other investigation?—A. No other investigation, except that relating to the church, more than a year ago.

Q. Do you know of any person paying, or agreeing to pay, for any expenses that might be incurred upon this investigation?

(Question objected to by Mr. BRADLEY.)

A. I do not.

Q. Did you, on or about the summer of 1868, call at the house of General Howard with a Mr. Delano, for the purpose of seeing General Howard, and did you see General Howard at that time?—A. I did.

Q. Did you engage, at that time, in any effort to persuade him to join you and your friends upon your side in any matters of the Congregational church?

(Question objected to by Mr. BRADLEY. Objection also made by a member of the committee.)

Mr. KETCHUM said that the evidence was offered to show an attempt to bribe General Howard.

(Objections withdrawn.)

A. My efforts were directed to persuade him to withdraw his hostility to the pastor of the church, that we might thus harmoniously settle our difficulties.

Q. Who was the pastor of the church?—A. Dr. Boynton at that time.

Q. Did you speak to him particularly of his (General Howard) being a public man, and did you then say to him, that the influence of the press in his favor would be desirable, and that, by his friendship in this way, he would be able to secure that, or to that effect?—A. No, sir; I don't recollect speaking to him in that style, at all. I can state, to the best of my recollection, what I did say.

Q. Do you recollect that you did not say any such thing to him at that time?—A. I recollect what was said in relation to the press. I can state it fully.

Q. State it.—A. I went to General Howard's house with Mr. Delano for the purpose of seeing if the difficulties in our church could not be harmoniously settled. I had great respect for General Howard, and also for the pastor of the church.

Mr. KERCHUM objected to the witness making any statement except in answer to the question.

WITNESS. I cannot recollect all the conversation that took place; but in that connection I said that the matter had become a public matter; that General Howard and Doctor Boynton were both public men; that the press of the country was very powerful; that it made and unmade men at pleasure, and, as nearly as I recollect, that if this matter went on further it would have the effect of injuring General Howard's standing in the religious community; and I begged him to withdraw his hostility to the pastor of the church, and settle this difficulty. A good deal of conversation was had; but I never held out to him, at that time nor at any other time, the power of the press as a bribe or as a threat over him at all, in connection with the church or any other matter. I never had the remotest idea of anything of the kind. After a good deal of conversation, he said to me that the withdrawal of the pastor from the church would be the only way that the matter could be settled. The conversation then closed in a very friendly way. I took a cup of tea with the general and left his house. No hostility was ever evinced or felt on my part.

Q. Did you, at that time, allude particularly to the fact that General Boynton was a newspaper correspondent, and that, through him, there might be favor or injury brought toward General Howard?

(Question objected to by Mr. BRADLEY; also by Mr. ROGERS, but objection withdrawn conditionally.)

A. I alluded to the fact of General Boynton being a newspaper correspondent.

(Question and answer objected to by Mr. ROGERS. Further examination of the witness was here interrupted by the adjournment of the committee.)

WASHINGTON, April 22, 1870.

H. BARBER—Examination continued.

By Mr. BRADLEY :

Question. On your previous examination you stated that at one of the meetings General Howard proposed to erect a building for the university, if a lot could be secured; state to the committee the substance of that proposition.—Answer. At that time the trustees had no funds in their hands at all, and General Howard frequently offered to assist the enterprise in every way, and in any way, that he could. I do not recollect the precise terms now, but the general understanding was that he offered to assist the enterprise in furnishing money and material for the erection of buildings.

Q. State, if you please, whether the offer was to furnish it on his individual responsibility or from any funds which he had in his hands officially.—A. I cannot state positively as to that, but my impression was, as far as I got an impression at the time, that it was from funds in his hands for educational purposes.

Q. Was it, or not, discussed in that aspect of it, as to whether he had authority to do so or not?—A. Yes, sir; there was considerable discussion in regard to the propriety of our accepting funds in that way.

Q. Was General Howard present, and did he participate in this discussion?—A. O,

Yes; the matter was talked over very frequently. I don't know that it was made the subject of particular discussion; conversation was had on the subject several times. General Howard was, I think, asked by several individual members of the board whether, or not, he had authority to turn over or appropriate any funds, and he claimed that he had, and to make the matter satisfactory to the board, and all concerned, I think, he stated he would consult either the Secretary of War or the legal adviser of the Freedmen's Bureau (whoever he might be) in regard to it. If my recollection is correct, he subsequently stated that he had had consultations with some parties, (I do not know who now,) and that he had no doubt at all of the propriety of furnishing aid to the enterprise.

Q. You were asked in reference to the appointment of an agent to the Board to assist in preparing the lots for sale and selling the lots of land, and replied that General Whittlesey made a partial report; state whether General Whittlesey was appointed agent of the board.—A. Yes, sir; it did not occur to me, when on that subject before, that General Whittlesey had that connection with the board. My memory was refreshed in regard to that yesterday. What I stated, in reality, had reference to Mr. Hall especially. Mr. Whittlesey was appointed an agent, or at least given some authority, to confer with Mr. Hall on that subject, I think, without being positive, in relation to the sale of lots. What the exact amount of his authority was, or how much ground it covered, I cannot say.

Q. Please to look at that paper and say if you recognize it, and in whose handwriting it is.—A. This purports to be the proceedings of, or the minutes of, the board of trustees of the Howard University, April 8, 1867, and purports to be in the handwriting of Mr. Cushman.

Q. Read who were present at that meeting.—A. "General O. O. Howard, Rev. D. B. Nichols, H. A. Brewster, H. Barber, S. L. Loomis, R. H. Stevens, Rev. B. F. Morris, G. W. Balloch, J. G. Johnson, William B. Finney, General C. H. Howard, and E. M. Cushman.

Q. Turn to page 4 and look at the resolution at the bottom of the page, and read it to the committee.—A. "On motion of E. M. Cushman, General Whittlesey, financial agent, was instructed to select a lot, at his discretion, not to exceed one acre in area, from the grounds of the Howard University; the same to be donated to General O. O. Howard for the purpose of erecting a private residence thereon."

Q. State, in point of fact, whether, to your own knowledge, General Howard did or did not proceed to erect a private residence on that piece of ground prior to the 20th of August, 1867.—A. I cannot say of my own knowledge. I had no knowledge of the fact of any contract entered into by any person to build this house.

Q. I did not speak of a contract, but whether the fact that work was commenced on his private house was known to you before the contract was entered into for constructing a building for the Howard University, which was made in the latter part of July.—A. My impression is that ground had been broken on the hill for the erection of his private residence previous to that time. I cannot say positively as to that fact.

Q. Please explain to the committee why, in your examination-in-chief, when you stated the fact of the donation you did not also state that he declined to accept the donation.—A. I apprehended from the manner in which the questions were put that I was not to volunteer anything except what was called out by the examination. I was well aware of that fact and did not seek to cover it up in any way whatever.

Q. Do you know, in point of fact, that General Howard's bond was given for that purpose after the 20th August, 1867?—A. I do not, of my own personal knowledge, except as I learned it in the board.

Q. Did you learn it in the board when he was present?—A. I cannot say as to that; I presume he was.

Q. Do you know, in point of fact, whether the bonds have been paid?—A. I do not.

Q. You were asked yesterday, in substance, whether you did not offer to General Howard a bribe to come over to the assistance of that side of the First Congregational church with which you were associated?

(Question objected to by Mr. KERCHUM as an incorrect statement of the question asked yesterday.)

A. I so understood the question which was put to me by counsel.

Q. State, in point of fact, what did pass between you and General Howard at the interview which was mentioned, if you recollect anything in addition to what you stated?—A. In addition to what I stated yesterday there was a great deal of conversation passed in a very friendly way. I advised him to a different course of procedure, for his own good. I mentioned that this matter of the church difficulty had become a public scandal; that the papers had taken it up in various parts of the country; that he was a public man, and Dr. Boynton was a public man, and that I esteemed them both.

Q. You said that yesterday. In that conversation, whatever you said to General Howard in regard to the change of his position, did he show any resentment or indignation at the proposition you made?—A. Not in the least. Everything was of a very

friendly character. There was no offense and no intimation that any proposal, or anything that was said, was distasteful to him. In fact, I made no proposal, but I have not the least recollection of any offensive words having passed on either side.

Q. Did he, by word or deed, intimate that he understood you as offering him a bribe?—A. No, sir; not to the best of my recollection. The first intimation I ever had of it was yesterday.

Q. Where is Mr. Delano who was with you?—A. In the Treasury Department. His name is James S. Delano.

Q. After that time did you, from time to time, meet with General Howard?—A. I met with him officially, from time to time, in the board of trustees, and in the church.

Q. Did he, at any time, after that interview, show to you any resentment or indignation in consequence of what you said to him at that interview?—A. Not to my recollection.

By Mr. Wood :

Q. I understood you to say on your direct examination that you were one of the original trustees of the university, and that your name was in the original act of incorporation as one of the incorporators. Did I understand you correctly?—A. I believe I was.

Q. Please to look at the paper I now hand to you and say whether it is a correct copy of the original as passed by Congress, under which you organized as the incorporators of the university?—A. I take that to be the act.

Mr. Wood offered in evidence the act of incorporation, as follows :

“ [S. 529.]

“ An Act to incorporate the Howard University in the District of Columbia.

“ *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there be established, and is hereby established, in the District of Columbia, a university for the education of youth in the liberal arts and sciences, under the name, style, and title of ‘The Howard University.’

“ *SEC. 2. And be it further enacted,* That Samuel C. Pomeroy, Charles B. Boynton, Oliver O. Howard, Burton C. Cook, Charles H. Howard, James B. Hutchinson, Henry A. Brewster, Benjamin F. Morris, Danforth B. Nichols, William G. Finney, Roswell H. Stevens, E. M. Cushman, Hiram Barbour, E. W. Robinson, W. F. Baseon, J. B. Johnson, and Silas L. Loomis be, and they are hereby declared to be, a body politic and corporate, with perpetual succession in deed or in law to all intents and purposes whatsoever, by the name, style, and title of ‘The Howard University,’ by which name and title they and their successors shall be competent, at law and in equity, to take to themselves and their successors, for the use of said university, any estate whatsoever in any messuage, lands, tenements, hereditaments, goods, chattels, moneys, and other effects, by gift, devise, grant, donation, bargain, sale, conveyance, assurance, or will; and the same to grant, bargain, sell, transfer, assign, convey, assure, demise, declare to use and firm let, and to place out on interest, for the use of said university, in such manner as to them, or a majority of them, shall be deemed most beneficial to said institution; and to receive the same, their rents, issues, and profits, income and interest, and to apply the same for the proper use and benefit of said university; and by the same name to sue and be sued, to implead and be impleaded, in any courts of law and equity, in all manner of suits, actions, and proceedings whatsoever, and generally by and in the same name to do and transact all and every the business touching or concerning the premises: *Provided,* That the same do not exceed the value of fifty thousand dollars net annual income, over and above and exclusive of the receipts for the education and support of the students of said university.

“ *SEC. 3. And be it further enacted,* That the first meeting of said corporators shall be holden at the time and place at which a majority of the persons herein above named shall assemble for that purpose; and six days’ notice shall be given each of said corporators, at which meeting said corporators may enact by-laws regulating the government of the corporation.

“ *SEC. 4. And be it further enacted,* That the government of the university shall be vested in a board of trustees, of not less than thirteen members, who shall be elected by the corporators at their first meeting. Said board of trustees shall have perpetual succession in deed or in law, and in them shall be vested the power hereinbefore granted to the corporation. They shall adopt a common seal, which they may alter at pleasure, under and by which all deeds, diplomas, and acts of the university shall pass and be authenticated. They shall elect a president, a secretary, and a treasurer. The treasurer shall give such bonds as the board of trustees may direct. The said board shall also appoint the professors and tutors, prescribing the number, and determining the amount of their respective salaries. They shall also appoint such other officers, agents, or employes as the wants of the university may, from time to time, demand, in

all cases fixing their compensation. All meetings of said board may be called in such manner as the trustees shall prescribe, and nine of them so assembled shall constitute a quorum to do business, and a less number may adjourn from time to time.

"SEC. 5. *And be it further enacted*, That the university shall consist of the following departments, and such others as the board of trustees may establish: First, normal; second, collegiate; third, theological; fourth, law; fifth, medicine; sixth, agriculture.

"SEC. 6. *And be it further enacted*, That the immediate government of the several departments, subject to the control of the trustees, shall be intrusted to their respective faculties, but the trustees shall regulate the course of instruction, prescribe, with the advice of the professors, the necessary text-books, confer such degrees and grant such diplomas as are usually conferred and granted in other universities.

"SEC. 7. *And be it further enacted*, That the board of trustees shall have power to remove any professor or tutor or other officers connected with the institution when, in their judgment, the interest of the university shall require it.

"SEC. 8. *And be it further enacted*, That the board of trustees shall publish an annual report, making an exhibit of the affairs of the university.

"SEC. 9. *And be it further enacted*, That no misnomer of the said corporation shall defeat or annul any donation, gift, grant, devise, or bequest to or from the said corporation.

"SEC. 10. *And be it further enacted*, That the said corporation shall not employ its funds or income, or any part thereof, in banking operations or for any purpose or object other than those expressed in the first section of this act; and that nothing in this act contained shall be so construed as to prevent Congress from altering, amending, or repealing the same.

"Approved March 2, 1867."

Q. State whether there is anything in that act which shows that it is for the purpose of educating persons of color.

(Mr. KETCHUM objected to the witness construing the act of Congress. Question also objected to by Mr. PERCE and withdrawn.)

By Mr. KETCHUM:

Q. Have you a good recollection of the evening in question, in which the donation, referred to, to General Howard was made? Do you recollect that on that evening there was a sociable at the church, and that parties who were at the sociable did not reach the meeting of the trustees at the appointed time?—A. I do not; that, however, frequently occurred. I do not know whether it did on this occasion.

Q. I ask you then, whether you recollect that some of the members were early, and that others were detained, either at the sociable or elsewhere, or whether you recollect that General Howard was absent when that resolution was offered, and came into the board of trustees near the close of the meeting?—A. I do not recollect positively in regard to that meeting—that very frequently occurred.

By the CHAIRMAN:

Q. At what time were you appointed secretary of the board of trustees?—A. I cannot now recollect. I have not had access to the minutes.

Q. How long did you continue (according to the best of your recollection) as secretary to the board?—A. I think I was secretary to the board for something over a year—probably during the year of 1867.

Q. While you were secretary of the board did you attend all the meetings of the trustees?—A. No, sir; not all of them. I am not, however, positive in regard to that.

By Mr. HAMILTON:

Q. Was it, or not, the general understanding, at the preliminary meeting, before the passage of this act incorporating the Howard University, that it should be in the interest of the education of colored people?—A. I think there was an understanding of that kind; that matter was talked over from the very first, but at Senator Pomeroy's suggestion the word "colored" was struck out from the act. I think it was Senator Pomeroy who made this suggestion—I may be mistaken.

By Mr. TOWNSEND:

Q. It was understood absolutely, was it not, that that was the purpose of the incorporation?—A. Absolutely, I think not. There was a tendency in that direction from the beginning. The matter was discussed whether it should be exclusively for colored people or not. I think the general conclusion arrived at was, that nothing should be placed in the charter whatever, signifying its character in that respect, and consequently the word "colored" was stricken out.

Q. So as to leave it open for the education of all colors, and of all ages, as the board of trustees might determine?—A. I so understand it.

Q. Has there been feeling between you and General Howard?—A. I am not aware

of any personal difficulty ever having arisen between us to cause any disturbance in our personal relations. The word "feeling," however, is indefinite, and I do not care to answer the question in that way.

Q. Have there not been difficulties between you and him?—A. Business misunderstandings only, with regard to church matters.

Q. With regard to church matters and with regard to the university?—A. Not with regard to the university; so far as any business difficulty was concerned, I do not remember any difficulty of a personal nature ever having arisen between us.

By the CHAIRMAN :

Q. Was it not the understanding that this institution, in part, was for the education of colored people for the ministry?—A. As nearly as I can recollect, that was the object of the enterprise at our first preliminary meeting, prior to any record having been made. We had one or two meetings, as I stated, at which General Howard was not present, and at which that matter was discussed, in that form and with that understanding.

By Mr. McNEELY :

Q. Was any colored theological class taught in this First Congregational church or in any room of it?—A. No, sir; not that I remember.

By Mr. TYNER :

Q. You have said there were one or two preliminary meetings before the organization of this association, known as the Howard University, at which General Howard was not present; please to state who were present at these meetings.—A. To the best of my recollection the meetings were held at the house of H. A. Brewster; he was present, Dr. Boynton, Rev. Mr. Morris, D. B. Nichols, and R. H. Stevens. I do not recollect any other person except myself.

Q. Is your recollection clear as to whether there were one or more meetings of that character?—A. I am not positive as to there being more than one. I have an impression now that General Charles Howard was present at one of the preliminary meetings, but I cannot be positive.

Q. Of these meetings, I understand you to say, no record was kept?—A. I think not. I get my impression from this book.

Q. I am requested to ask you this question: What did General Howard reply to your intimation about the influences of the press, and the advantage or disadvantage which it might be to him, at the time you visited him in company with Mr. Delano?—A. I do not recollect, precisely, what he said; as nearly as I can recollect, the only reply to what was said was, that "no settlement could be made except by the dismissal of the pastor of the church."

Q. Did he, at that time, indicate any anxiety as to the comments of the press on him; was anything at all said about his anxiety in regard to that?—A. I do not recollect that he said anything in regard to that; if he did, I do not remember the words. Very little was said in regard to the press; it only came up incidentally, in conversation, to the best of my recollection.

By Mr. TOWNSEND :

Q. Why did you withdraw from the board of trustees of Howard University?—A. The primary reason was, that I did not consider that I could be of any further service in the board.

Q. Why?—A. On account of certain transactions, or rather matters, that had passed between myself and certain other members of the board, of a disagreeable character.

Q. State whether or not you withdrew from the board because of difficulties between yourself and General Howard?—A. No, sir.

Q. Was it with other members of the board?—A. If that influenced me at all, it was the disagreeable things that had passed between myself and other members of the board; not with General Howard.

By the CHAIRMAN :

Q. State whether or not any colored classes were taught in the First Congregational church as pupils?—A. Only in the Sabbath school. Our church was not erected until May, 1869.

Q. State whether colored children are not taught in all the churches of the city, so far as you know?—A. Colored classes are taught in many of the churches of the city, so far as I know. With the permission of the committee, I desired yesterday to explain a certain matter. It was with regard to the action of the trustees in the purchase of this farm. I stated that General Howard purchased the land, in answer to the question, and I should have said (if I did not) that the board of trustees sanctioned whatever he did in regard to that matter.

Mr. BRADLEY read from the annual report of the trustees of Howard University of

1867-'68, signed by the Rev. Byron Sunderland; and of 1869, signed by General Howard as president, as follows:

From the report of 1867-'68.

"Among the earnest Christian men whom the exigencies of the late conflict had assembled and associated at the seat of the federal government, there were those to whom the idea of a national institution, embracing all classes of the youth of the land—the idea of an institution to be ultimately of the highest grade, and to be located in the District of Columbia, sprang up like an inspiration. The first suggestion, apparently of an individual, was promptly answered by a friend while meeting at the house of their pastor. It was at once communicated to a member of the same church, under whose roof the preliminary meetings were held, and where, in prayerful and solemn deliberation, the design of the university was formed."

"THE BUSINESS TRANSACTIONS AND REAL ESTATE OF THE INSTITUTION.

"The first act of the board of trustees to secure a building for the use of the preparatory and normal department of the institution was an order to the treasurer to rent a piece of property, situated "near the north end of Seventh street," for an annual sum of twelve hundred dollars."

"THE UNIVERSITY BUILDINGS.

"At the earliest moment, the board of trustees took measures for the erection, upon the site thus obtained, of such buildings as the immediate necessities of the institution required. An advisory committee was appointed. The plans and specifications of an architect for a main edifice and a dormitory were approved, and application was made to the Commissioner of the Freedmen's Bureau for a portion of the fund which had been confided to his department for this and kindred purposes. Happily the law gave him full authority to extend the sought-for aid, and he, himself, as the agent of the government, assumed the whole responsibility of accomplishing the work. With the contractor who is employed in the erection of these buildings, the board of trustees has nothing whatever to do. It is expected that, when completed, they will become the property of the university upon such conditions as a generous and fostering government may impose. The construction is of the white stone manufactured by the Building Block Company, whose establishment is on the grounds of the university."

"PROFESSION OF EVANGELICAL FAITH.

"Recognizing the word of God as the only authoritative and sufficient rule of human faith and practice, and the church of Christ as founded purely upon the teachings of the New Testament, the board of trustees, in the beginning of their work, adopted the fundamental regulation contained in the following resolution:

"Resolved, That every person elected to any position in Howard University shall be a member of some evangelical church."

Treasurer's report for 1867-'68.

To the President and Board of Trustees, Howard University:

GENTLEMEN: I have the honor to submit the following report of the financial operations of this corporation from its organization to this date.

The funds of the corporation are divided into two classes, one called the general fund, which includes all the ordinary business transactions of the corporation; the other, called the Howard charity fund, embraces moneys received from benevolent individuals, the interest of which is to constitute a fund from which indigent students may be assisted. The receipts and expenditures on account of each of these funds are as follows;

GENERAL FUND.

Receipts:

University fund, donations.....	\$30,000 00
Interest and premium, on coupons and notes.....	1,800 12
Interest, on amounts due on lots sold.....	2,935 60
County tax for 1867, refunded by lot owners.....	225 20

Instalments, on account of lots sold.....	\$16, 179 60
R. M. Hall, on account of lots sold.....	7, 283 22
Real estate, rent of sand pit and pasture.....	888 00
Salaries of teachers, donation to Miss Lord.....	500 00
Tuition.....	111 00
Stationery and printing, sale of catalogues.....	10 00
Total.....	59, 932 74

Expenditures:

John A. Smith, payment on Effingham estate.....	\$20, 000 00
Teresa Beckert, payment on house and lot.....	2, 000 00
Moses Kelly, payment in full on lots 6, 7, 8, and 9, square 640.....	2, 000 00
Real estate, grading streets and fencing.....	3, 027 08
Interest and premium, on notes and bonds.....	8, 468 75
County tax, 1867.....	490 50
Insurance.....	215 00
Salaries of teachers.....	2, 466 28
Stationery and printing.....	428 80
Incidental expenses, fuel, lights, &c.....	352 13
Bills payable, John A. Smith, note due May 28, 1868.....	12, 750 00
Total expended.....	52, 207 54
Balance on hand.....	87, 725 50

HOWARD CHARITY FUND.

Receipts:

Donations.....	\$33, 110 05
No expenditures.	
Amount on hand.....	\$33, 110 05

The amount of money belonging to these funds is invested as follows:

GENERAL FUND.

Five-twenty bonds of the United States.....	\$3, 100 00
Notes, secured.....	4, 625 20
Total.....	7, 725 20

HOWARD CHARITY FUND.

Notes secured by lien on real estate.....	\$26, 700 00
Six per cent. stocks.....	6, 250 00
Cash.....	160 05
Total.....	33, 110 05

From the report of 1869.

"The original intention on the part of those calling the meeting seems to have been to establish a 'theological seminary for the training of colored youth for the ministry.' The plan, however, was immediately extended to embrace normal training, and finally it was resolved to found a university with several branches, which should furnish the means of general and professional culture to all, whether white or colored, male or female, who should seek its advantages."

* * * * *

"FINANCIAL TRANSACTIONS.

"As a preliminary measure, the board leased a building at the head of Seventh street, which had been used as a German dance-house, and fitted it up for the educational work, temporarily opening there the normal and preparatory department in May, 1867.

"Meantime they purchased, for a permanent site, a tract of land containing one hundred and fifty acres, situated just outside the city limits, but within a few minutes' walk from the Seventh street cars. By the sale of about one-half of this tract for building lots, the original purchase-money was more than refunded. With funds intrusted to the Freedmen's Bureau, the Commissioner was enabled to aid largely in the erection of the university buildings."

"The financial condition of the university is satisfactory; no debt now exists to cripple its energies or retard its progress. The buildings and the land are paid for. What the institution chiefly needs is the means of enlarging its operations into completeness according to its plan; the endowment of professorships and scholarships. It is believed that no better investment for the good of our youth can be made; none which will be more remunerative in good accomplished than the devotion of funds to these purposes."

WASHINGTON, D. C., April 25, 1870.

JAMES S. DELANO sworn and examined.

By Mr. BRADLEY:

Question. Please state your residence and occupation.—A. I reside in the county of Washington, outside of the city; I am a clerk in the office of the Second Comptroller of the Treasury.

Q. State whether you accompanied Dr. Barber, of this city, to General Howard's house a year or more ago.—A. I did; yes.

Q. State at whose instance you accompanied Dr. Barber, and for what purpose.—A. I am not able to say whether it was at Dr. Barber's instance or at my own; I have forgotten now who suggested the visit; it seems to me that I suggested it to Dr. Barber; that is my recollection, but I am not positive.

Q. If it had any connection with this procedure or transaction you may state it.—A. It had not.

Q. State what passed at that interview, as well as you recollect.—A. We had a friendly conversation in regard to some differences or difficulties that existed in our church—the First Congregational church of this city.

Q. State if in the course of that conversation the name of General Boynton was mentioned; if so, in what connection, and by whom.—A. I think it was mentioned. Reference was made to him in the course of the conversation we had with General Howard, in regard to the differences in our church and the publications that had been put forth by different parties in the church, urging the reconciliation of those differences.

(Further statements in regard to this subject objected to by Mr. HOAR as irrelevant, and objection sustained by the committee.)

Q. Had you any conversation with General Howard, at any time, in reference to the grading of a certain square in the eastern part of the city?—A. No, sir; I had no conversation with him on that subject; he simply made a remark to me with regard to the grading of some land.

Q. State about what time that was.—A. I cannot.

Q. Was it within a year past?—A. No, sir; I think not. I think it was longer ago than a year.

Q. Had it any reference to the application of any fund from the Freedmen's Bureau for that purpose?—A. I think the remark General Howard made to me was something like this, as near as I can recollect it: That if they would allow him to use this money to grade this land he thought it would be better for the recipients of the money than it would be to give it to them without work.

Q. Can you state in reference to what land that remark was made, and where it was situated?—A. No, sir, I cannot. I recollect that Virginia avenue, in this city, was mentioned.

Q. Did he say that he had so employed men, or that if he was permitted he would employ them?—A. He said simply if they permitted him. I do not know who he meant by "they."

Cross-examined by Mr. KETCHUM:

Q. Do you remember anything said at that time of a special appropriation by Congress in respect to Virginia avenue?—A. No, sir, I do not. If I may be allowed to state my impression——

(The impression of the witness objected to by Mr. BRADLEY.)

Q. Do you recollect of a fund appropriated by Congress for Virginia avenue, and for the benefit of the poor, which was put under the charge of anybody; was it spoken of

in that conversation?—A. I think an appropriation for the relief of the poor was spoken of incidentally.

By Mr. ROGERS :

Q. Did you understand as to whose property this was?—A. No, sir. I did not.

WASHINGTON, D. C., April 20, 1870.

H. T. WHITE sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. My residence is No. 111 K street. I am a clerk in the Paymaster General's Office.

Q. Did you, in the year 1867 or 1868, hold any official position in connection with the First Congregational church in the city of Washington?—A. I did.

Q. What was it?—A. I was, in 1867, elected deacon of the Congregational church, and still continue to act as such.

Q. Have you any other official connection with it?—A. I have, at present. I am the treasurer now.

Q. Have you in your possession the book from which the bonds issued by that society were taken?—A. I have the stubs of the book from which the bonds were taken.

Q. Turn to the date of the 1st October, 1867, and state to the committee how many bonds were issued on that day, and to whom they were issued.—A. They were not issued until the 30th of October, 1867; they were dated on the 1st, but not delivered, and the interest did not commence until the 30th; some of them were issued on December 31, 1867, and some October 1.

Q. How many were dated October 1?—A. I think \$10,000.

Q. To whom were these bonds made payable?—A. To George W. Balloch.

Q. Was any official designation annexed to his name?—A. Treasurer of the Howard University. Some were issued December 1, 1867, and some December 27; on the 1st December we issued an amount sufficient, in addition to those issued in October, to make up the sum of \$19,500.

Q. Were they also made payable to George W. Balloch?—A. Yes, sir.

Q. Were any more issued to him?—A. No, sir.

Q. Look at the first entry in that book, and tell me the date of the first issue.—A. October 1. There were bonds issued to the Normal School at Richmond, Virginia, to the amount of \$10,000.

Q. Were there no more issued to the Normal School at Richmond?—A. No, sir, not to my knowledge.

Q. Does that book contain *all* the bonds issued to the Howard University or Normal School?—A. Yes, sir.

Q. Have you any knowledge as to whom these bonds were delivered?—A. I have not.

Q. Have you any knowledge as to the fund from which the money was paid?—A. No, sir, none.

Q. Who, at that time, was treasurer of the Congregational church?—A. There were two treasurers, I think. General O. O. Howard was the special treasurer, at this time, of the building fund.

Q. Had the special treasurer authority to issue bonds, or negotiate them?—A. I don't know; I never inquired into it.

Q. Did the proceeds of the bonds come into his hands?—A. I cannot tell you that. I was not conversant with these affairs at that time.

Q. Are these the only books that will show the issuing of the bonds of the church?—A. Yes, sir.

Q. Be good enough to look at them and see if any of these bonds were issued to General Howard.—A. I don't find General Howard's name in the book as in possession of any of the bonds.

Q. Look and see if any were issued to John A. Cole?—A. Yes, sir; these I issued myself.

Q. When was that?—A. The first was dated July 13, 1869.

Q. What is the total amount?—A. I think it is \$1,850.

Q. You negotiated these bonds; did you receive the money for them?—A. Yes, sir.

Q. From whom?—A. From John A. Cole.

Q. State, if you please, who John A. Cole is; whether he has any relations with the Freedmen's Bureau.—A. I know that he is employed at the university.

Q. Do you know whether he has any official position there?—A. I know that he is treasurer.

Q. You know that he is treasurer of the university?—A. I know the checks are signed treasurer; that is all I know about it.

Q. Signed by Mr. Balloch as treasurer, or by Mr. Cole as treasurer?—A. By Mr. Cole.

Q. Where are these checks; did you get them cashed?—A. Yes, sir.

Q. On what bank were they drawn?—A. On the Freedmen's Savings Bank.

Q. That was the 1st July, 1869?—A. Yes, the first one was; the last one was, I think, in September or October.

Q. When were these bonds issued to the Normal School at Richmond?—A. Some of them were issued October 1, 1867, and some October 1, 1868, as appears here. I think that must be a mistake; they were all issued together, and were issued, I think, on the 1st of October, 1868; they were dated the 1st October, 1867.

By Mr. KETCHUM:

Q. Was the total amount of these bonds \$40,000; I mean the bonds issued by the church, secured by mortgage?—A. The total amount was \$40,000, but I think one, of a thousand dollars, was destroyed in making out, and never issued, so that only \$39,000 was issued. I think I have \$750 that have been brought in.

Q. There was a mortgage on the church securing these bonds?—A. Yes, sir.

Q. And there is no other mortgage on the church?—A. No, sir.

Q. However many issues of bonds there were, only the amount of \$39,000 was issued?—A. Only that amount.

Q. What was General Howard's gift or donation to that church towards the building, if you know?—A. I don't know if I can state exactly the amount; to the best of my recollection, about \$5,000.

By Mr. BRADLEY:

Q. Were there two issues of these bonds, or only one?—A. Only one; but bonds were issued at different dates.

By the CHAIRMAN:

Q. State to whom the other bonds were issued.—A. There is quite an amount held by private individuals, sufficient, in the aggregate, to make up (with those I have stated) the sum of \$39,000.

Q. State the names of the private individuals, and the amounts of the bonds issued to them.—A. I can not do so from memory; but I can make out a list and furnish it to the committee, if desired.

The witness was requested to furnish such a list.

WASHINGTON, D. C., April 21, 1870.

H. T. WHITE—Examination continued.

By Mr. KETCHUM:

Question. Have you the memoranda you were requested to bring?—Answer. Yes, sir. This contains a list of all the bonds issued, and to whom. There are \$250 of bonds I am unable to account for; they have not yet been presented for interest.

Q. Does not the record show to whom they belong?—A. It shows to whom they were issued; but who holds them now I do not know.

Account of bonds issued by First Congregational church.

Bondholders on account of corporations:

George W. Balloch, treasurer.....	\$19,500
John A. Cole, treasurer.....	4,850
Richmond Normal School.....	10,000

Individual bondholders on private account:

W. A. Righter.....	\$1,200
J. B. Diver.....	100
G. W. Stickney.....	100
C. W. Brown.....	100
L. H. Bartlett.....	200
J. H. Ives.....	500
G. F. Rollins.....	100
J. B. Johnson.....	100
E. A. Rollins.....	300
D. M. Kelsey.....	800
Mrs. R. B. Croppin.....	100
John Kimball.....	100

In hands of treasurer..... 3,700

1,700

39,750

By Mr. ROGERS :

Q. Is the church insured?—A. Yes, sir; it is insured for \$50,000. I hold the policy, as treasurer of the church.

Q. In what company is it insured?—A. In six different companies.

Q. For whose benefit is the policy issued?—A. For the benefit of the church.

Q. And for whose else?—A. Mr. Cole went with me to the insurance agent, and it is understood between the agent and myself that in case the church should burn up the bonds are to be secured by the insurance money.

Q. It is insured to the trustees of the church?—A. I think that is the way it reads, sir.

Q. Are the policies all alike?—A. Yes, sir.

By Mr. HOAR :

Q. Is this church property held by trustees, or is it a parish and corporation?—A. It is a corporation, and trustees hold the property in charge for the church.

Q. Are the trustees who hold the property a distinct set of trustees from those to whom this mortgage is made?—A. No, sir; there is only one set of trustees.

Q. You do not mean to say that this set of trustees made a mortgage to themselves?—A. We pursued the usual course in such cases. The usual course is to convey the property to third persons in trust for the purposes of the mortgage.

The CHAIRMAN requested the witness to produce before the committee the insurance policies above referred to.

WASHINGTON, D. C., April 22, 1870.

H. T. WHITE, in obedience to the request of the committee, produced the policies of insurance on the First Congregational church building, Washington, as follows :

Insurance Company, Williamsburg, New York, June 22, 1869.....	\$10,000
Insurance Company, Lorilla, New York, October 14, 1869.....	5,000
Insurance Company, Clinton, New York, June 25, 1869.....	5,000
Insurance Company, Resolute, New York, July 1, 1869.....	5,000
Insurance Company, Star, New York, July 1, 1869.....	5,000
Insurance Company, Yonkers, New York, May 25, 1869.....	5,000
Insurance Company, Phoenix, Hartford, May 24, 1869.....	10,000
Insurance Company, North American, Philadelphia, October 14, 1869.....	5,000

All the above policies being in favor of the trustees of the First Congregational church.

By Mr. BRADLEY :

Question. None of the policies which you hold date as early as January 1, 1869?—Answer. No, sir; these were all renewed before the previous policies ran out.

Q. What insurance was there on the building at the time these bonds were issued in October, 1868?—A. I think \$40,000.

Q. You have no evidence of it here?—A. No, sir; I have it at my office.

By Mr. TYNER :

Q. What is the value of the land on which this church building stands?—A. If I remember right it cost \$23,000 in 1866 or 1867; it is worth more than that now.

Q. What is it worth now, in your estimation?—A. I suppose, as other real estate is selling, it is worth \$30,000. There are twelve lots, I think.

Q. What was it worth at the time these bonds were issued?—A. These bonds were issued in 1867 and 1868. I suppose these lots would have sold at that time for from \$25,000 to \$30,000. It was considered a good bargain at the time they were purchased. Had other parties known they were for sale they would have paid more at that time.

Q. State what the contents of these lots are.—A. I cannot state; it is on the corner of Tenth and G streets, and, except one small lot intervening, also corners on Grant and Tenth streets.

By Mr. ROGERS :

Q. Was there anything due on the lots at the time these bonds were taken?—A. I think there was, on the additional lots, \$8,000 due.

Q. State whether they were secured by deed of trust and whether that deed of trust has ever been satisfied.—A. They were; it has been satisfied.

Q. When was it satisfied?—A. It was satisfied in 1869.

Q. Was it satisfied out of money derived from these bonds?—A. No, sir; that had nothing to do with it; no part of the money realized from those bonds was used for that purpose.

Q. That amount was due on it when this insurance was taken?—A. No, sir; it was

previous to that time. This insurance was taken in 1869. The deed of trust was taken up in January, 1869.

Q. The church was not insured then or before 1869 at all?—A. Yes, sir; I got it re-insured as the other insurance policies ran out. I had it insured for \$10,000 more than it was in 1868.

Q. Then, when these first insurance policies were given, this indebtedness on the lots had not been paid?—A. No, sir.

Q. Have the insurance policies continuously been kept up, since the bonds were issued?—A. Yes, sir; none of them have been suffered to run out.

The witness presented, in accordance with the previous direction of the committee, the following deeds:

“Trust deed—Congregational church property.

“This indenture, made the sixteenth day of October, in the year of our Lord one thousand eight hundred and sixty-seven, between ‘The First Congregational Society of Washington,’ in the city of Washington, in the District of Columbia, as incorporated by an act of Congress, of the first part, and John R. Elvans and J. W. Rumsey, of the said city of Washington in the said District, of the second part.

“Whereas the said ‘The First Congregational Society of Washington,’ for the purpose of completing the erection of the church edifice and buildings, and being thereto duly authorized by resolution of said society, have, by their board of trustees, made and issued certain promissory notes, bearing date on the first day of October, in the year of our Lord one thousand eight hundred and sixty-seven, and made payable, with interest from date, the interest payable annually, to O. O. Howard, treasurer of the building fund of the said society, or order, in the manner following, viz: ten of said promissory notes, each for the sum of one thousand dollars, lettered ‘C’ and numbered from one to ten, are made payable, as aforesaid, in three years after date; ten of said promissory notes, each for the sum of five hundred dollars, lettered ‘B’ and numbered from one to ten, are made payable as aforesaid, in five years after date; twenty of said promissory notes, each for the sum of two hundred and fifty dollars, lettered ‘A’ and numbered from eleven to thirty, are made payable, as aforesaid, three years after date; twenty of said promissory notes, each for the sum of two hundred and fifty dollars, lettered ‘B’ and numbered from eleven to thirty, are made payable, as aforesaid, in five years after date; fifty of said promissory notes, each for the sum of one hundred dollars, lettered ‘A’ and numbered from thirty-one to eighty, are made payable, as aforesaid, in three years after date; and fifty of said promissory notes, each for the sum of one hundred dollars, lettered ‘B’ and numbered from thirty-one to eighty, are made payable, as aforesaid, in five years after date, the condition of each of said notes being that the same may be paid at any time by paying the principal and accrued interest.

“And in order to secure the payment of said notes and interest, and by authority of a resolution of said society, a copy whereof is hereto attached, these presents are made.

“Now, therefore, this indenture witnesseth that the said ‘The First Congregational Society of Washington,’ for and in consideration of the premises aforesaid, and further the sum of ten dollars, in lawful money of the United States, paid to the treasurer of said society at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, and conveyed, and do by these presents grant, bargain, sell, alien, enfeoff, and convey unto the said parties of the second part and the survivor of them, his heirs and assigns, all those certain pieces or parcels of ground situate and lying in the said city of Washington and being known and described as lots numbered twelve, (12,) thirteen, (13,) fourteen, (14,) fifteen, (15,) sixteen, (16,) seventeen, (17,) and eighteen, (18,) in the recorded subdivision of square numbered three hundred and seventy-five, (375,) together with all the buildings, improvements, ways, easements, rights, privileges, and appurtenances, to the same belonging or in any wise appertaining, and all the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate, either at law or in equity or otherwise however, of the said ‘The First Congregational Society of Washington,’ of, in, and to the said pieces or parcels of ground and premises and appurtenances or any of them. To have and to hold the said pieces or parcels of ground and premises and appurtenances unto and to the use of the said parties of the second part and the survivor of them, his heirs and assigns, in and upon the trusts, nevertheless, hereinafter mentioned and declared, and for no other use, trust, or purpose whatsoever, that is, in trust, to permit the said ‘The First Congregational Society of Washington,’ their authorized agents, and successors and assigns, to use and occupy the said described premises, and the rents, issues, and profits thereof to take, have, and apply to and for their use and benefit until default be made in the payment of said notes or any of them, or any part of said interest, or any proper cost, charge, or expense in and about the same.

“And upon the full payment of all of said promissory notes and the interest thereon

and all other proper costs, charges, commissions, and expenses, at any time before the sale hereinafter provided for, to release and recover the said described premises unto the said party of the first part, their successors and assigns, at their cost and expense.

"And upon this further trust, that, upon default being made in the payment of said promissory notes or any of them or any part of said interest, the same having been demanded, or any proper cost, charge, commission, half commission, or expense, in and about the same, then and at any time thereafter, upon the written order and direction of the holder or holders of the promissory note or notes, whereof default hath or have made in the payment thereof, to sell the said pieces or parcels of ground and premises at public auction, after thirty days' public notice thereof, and upon such terms and conditions as the said parties of the second part, or the survivor of them, or his heirs, in the execution of this trust, shall deem advantageous and proper, and to convey the same, in fee simple, to the purchaser or purchasers thereof, at his, her, or their cost, and of the proceeds of said sale or sales, first, to pay all proper costs, charges, and expense, and to retain, as compensation, a commission of two per cent. on the amount of said sale or sales; secondly, to pay whatever may then remain unpaid of the said promissory notes and the interest thereon, whether the same be due or not; and, lastly, to pay the remainder, if any, to the said party of the first part, their successors and assigns.

"In testimony whereof, the said 'The First Congregational Society of Washington' have caused the corporate seal to be affixed hereto, and these presents to be signed by: David M. Kelsey, Hiram Barber, Oliver O. Howard, Abner T. Longley, and William F. Bascom, the trustees of the said society.

"DAVID M. KELSEY, *Trustee.*
 "HIRAM BARBER, *Trustee.*
 "OLIVER O. HOWARD, *Trustee.*
 "ABNER T. LONGLEY, *Trustee.*
 "WILLIAM F. BASCOM, *Trustee.*

"Signed, sealed, and delivered in presence of—

"N. CALLAN,
 "ALEXANDER P. KETCHUM."

"DISTRICT OF COLUMBIA, *County of Washington, set:*

"I, Nicholas Callan, a notary public in and for the said county of Washington, in said District, do hereby certify that 'The First Congregational Society of Washington,' party to the annexed and foregoing deed of trust, bearing date on the sixteenth day of October, A. D. 1867, by David M. Kelsey, Hiram Barber, Oliver O. Howard, Abner T. Longley, and William F. Bascom, the trustees of said society, appeared before me in the county aforesaid, and the said trustees of said society, being well known to me as such and as the persons who signed the said deed, acknowledged the said deed of trust to be the act and deed of the said 'The First Congregational Society of Washington,' for the purpose therein expressed.

"Given under my hand and my notarial seal this twenty-fifth day of October, A. D. 1867.

"N. CALLAN,
 "*Notary Public.*"

"WASHINGTON, D. C., *September 25, 1867.*

"At a regularly called meeting of 'The First Congregational Society of Washington,' held Tuesday evening, September 24, 1867, the following resolution was unanimously adopted:

"*Resolved,* That the board of trustees of 'The First Congregational Society of Washington' be, and they are hereby, authorized, in order to complete the church building now being erected, to issue promissory notes, secured by mortgage or deed of trust upon the property of the society, to an amount not to exceed \$40,000, the said notes to mature in three, four, and five years, and interest thereon to be paid by the society not oftener than semi-annually, the society reserving the privilege of redeeming these notes at any time prior to maturity.

"O. O. HOWARD,
 "*Moderator.*"

"S. H. GOODMAN, *Clerk.*"

"*Trust deed.—Congregational Church property.*

"This indenture, made the sixteenth day of October, in the year of our Lord one thousand eight hundred and sixty-seven, between 'The First Congregational Society of Washington,' in the city of Washington, in the District of Columbia, as incorporated

by an act of Congress, of the first part, and Silas H. Hodges, of the said city of Washington, in the said District, of the second part, witnesseth that :

"Whereas the said 'The First Congregational Society of Washington,' for the purpose of completing the erection of the church edifice and buildings, and being thereto duly authorized by resolution of said society, have, by their board of trustees, made and issued certain promissory notes, bearing date on the first day of October, in the year of our Lord one thousand eight hundred and sixty-seven, and made payable, with interest from date, the interest payable annually, to O. O. Howard, treasurer of the building fund of the said society, or order, in the manner following, viz: Ten of said promissory notes, each for the sum of one thousand dollars, lettered 'C,' and numbered from one to ten, are made payable in five years after date; the condition of each of said notes being that the same may be paid at any time by paying the principal and accrued interest.

"And in order to secure the payment of said notes and interest, and by authority of a resolution of said society, a copy whereof is hereto attached, these presents are made.

"Now, therefore, this indenture witnesseth that the said 'The First Congregational Society of Washington,' for and in consideration of the premises aforesaid further the sum of ten dollars in lawful money of the United States, paid to the treasurer of said society, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, and conveyed, and do by these presents grant, bargain, sell, alien, enfeoff, and convey unto the said party of the second part, his heirs and assigns, all those certain pieces and parcels of ground, situate and lying in the said city of Washington, and being known and described as lots numbered twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), and eighteen (18), in the recorded sub-division of square numbered three hundred and seventy-five (375), together with all the buildings, improvements, ways, easements, rights, privileges, and appurtenances to the same belonging or in anywise appertaining, and all the remainders, reversions, rents, issues, and profits thereof, and all the rights, title, interest, and estate, either at law or in equity, or otherwise however, of the said 'The First Congregational Society of Washington,' of, in, and to the said pieces or parcels of grounds and premises and appurtenances or any of them:

"To have and to hold the said pieces or parcels of ground and premises and appurtenances unto and to the use of the said party of the second part, his heirs and assigns, in and upon the trusts nevertheless hereinafter mentioned and declared, and for no other use, trust, or purpose whatsoever, that is, in trust, to permit the said 'The First Congregational Society of Washington,' their authorized agent, and successors and assigns, and the rents, issues, and profits thereof to take, have, and apply to and for their use and benefit until default be made in the payment of said notes, or any of them, or any part of said interest, or proper cost, charge, or expense in and about the same.

"And upon the full payment of said promissory notes and the interest thereon, and all other proper costs, charges, commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part, their successors and assigns, at their cost and expense.

"And upon this further trust, that upon default being made in the payment of said promissory notes, or any of them, or any part of said interest, the same having been demanded, or any proper cost, charge, commission, half-commission or expense, in and about the same, then and at any time thereafter, upon the written order and direction of the holder or holders of the promissory note or notes whereof the default hath or have made in the payment thereof, to sell the said pieces or parcels of ground and premises at public auction, after thirty days' public notice thereof, and upon such terms and conditions as the said party of the second part, or his heirs, in execution of this trust, shall deem advantageous and proper, and to convey the same in fee-simple to the purchaser or purchasers thereof, at his, her, or their cost, and of the proceeds of such sale or sales, first to pay all proper costs, charges, and expense, and to retain as compensation a commission of two per cent. on the amount of said sale or sales; secondly, to pay whatever may then remain unpaid of the said promissory notes, and the interest thereon, whether the same be due or not; and lastly, to pay the remainder, if any, to the party of the first part, their successors and assigns.

"In testimony whereof the said 'The First Congregational Society of Washington' have caused the corporate seal to be affixed hereto, and these presents to be signed by David M. Kelsey, Hiram Barber, Oliver O. Howard, Abner T. Laigley, and William E. Bascom, the trustees of the said society.

"_____ , Trustee.	[SEAL.]
"W. F. BASCOM, Trustee.	[SEAL.]
"O. O. HOWARD, Trustee.	[SEAL.]
"DAVID M. KELSEY, Trustee.	[SEAL.]
"_____ , Trustee.	[SEAL.]

"Signed, sealed, and delivered in presence of—
"N. CALLAN."

"DISTRICT OF COLUMBIA, *County of Washington, act:*

"I, Nich. Callan, a notary public in and for the said county of Washington in said District, do hereby certify that the First Congregational Society of Washington, party to the annexed and foregoing deed of trust, bearing date on the 16th day of October, A. D. 1867, by David M. Kelsey, Oliver O. Howard, and William F. Bascom, the trustees of said society, appeared before me in the county aforesaid, and the said trustees of said society, being well known to me as such, and as the persons who signed the said deed, acknowledged the said deed of trust to be the act and deed of the said the First Congregational Society of Washington for the purposes therein expressed.

"Given under my hand and my notarial seal this 16th day of October, A. D. 1868.

[SEAL.]

"N. CALLAN,
"Notary Public."

"WASHINGTON, D. C., *September 25, 1867.*

"At a regular called meeting of the First Congregational Society of Washington, held Tuesday eve, September 24, 1867, the following resolution was adopted:

"Resolved, that the board of trustees of the First Congregational Society of Washington be and they are hereby authorized, in order to complete the church building now being erected, to issue promissory notes, secured by mortgage or deed of trust upon the property of the society, to an amount not to exceed forty thousand dollars; the said notes to mature in three, four, and five years, and interest thereon to be paid by the society not oftener than semi-annually, the society reserving the privilege of redeeming these notes at any time prior to maturity.

O. O. HOWARD,
Moderator.

S. H. GOODEMAN,
Clerk.

E. WHITTLESEY,
Acting Assistant Adjutant General.

WASHINGTON, D. C., *April 22, 1870.*

R. H. STEVENS sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. I reside in Washington. I am in the Post Office Department at present.

Q. State, if you please, whether you were in any way connected with the origin of Howard University, and were in the association for that place before the charter was formed.—A. I attended the first meetings that were held previous to the organization, the object of which was to talk over the plan of a preparatory and theological school for the education of young colored men for labor among the freedmen. Benjamin F. Morris was the originator of the enterprise. He was then in the Sixth Auditor's office, in the same building with me. He talked with me there on the subject and invited me to attend the meetings that were held.

Q. State whether General Howard was present at this first meeting or not.—A. He was not present at the first meeting. I think he did not come in until the third meeting, perhaps. I recollect that he was out of town when we first began to talk about the matter.

Q. Was the original design of that association changed at any time; if so, state at what time, and under what circumstances.—A. We had gone so far, I think, as to start the preparatory department, when some one, I think, perhaps Dr. Loomis, who was on the board of trustees, proposed to give it university powers. That was talked up at one or two meetings, perhaps, and finally it was decided to do so.

Q. Now state whether that original organization looked to any connection with the Freedmen's Bureau or any other dependency of the general government.—A. It had no design of that kind.

Q. If it afterwards received assistance from the Freedmen's Bureau, state the circumstances under which that assistance was given.—A. I think, after the board of trustees was organized, some one in the board (I don't recollect the individual now) inquired about funds, as we were organized for a preparatory school, and whether it was General Howard or his brother I am not sure, but one of them proposed, by way of starting the school, to buy a building on Seventh street. I think General O. O. Howard made the proposition. His brother may have said something at the same time. They were both invited in, and were on the board of trustees. The proposition was to buy a building and three acres of ground. That was the building under the bill.

Q. Was that Mrs. Beckert's building?—A. I think not. It was the building used by the Germans. The name I have forgotten. General Howard said that he had a fund out of which he could aid such schools. This enterprise was to be exclusively for the education of colored men, and he said he could aid them by way of starting schools by the purchase of that building. Something was said about furnishing teachers who were then engaged by the American Missionary Association, but who reported their proceedings to the Freedmen's Bureau, I think.

Q. Was that before the charter was granted, or afterward?—A. That was before the charter was granted, I think. I am not positive as to dates. If the minutes of the organization were read over to me a good many things would come to my mind.

Q. State whether that proposition was accepted by the organization or not, and what was done.—A. They accepted of the proposition by General Howard, when he started a preparatory school in that building. I recollect that when the school was open a Mr. Kimball, whom I think was one of the teachers, issued a circular that came from the school as coming from the Freedmen's Bureau. This was opposed at once by the president, who said it must come from the president and trustees of the school instead of the Freedmen's Bureau, and it was voted to issue a new circular.

Q. Who was president of the association then?—A. Dr. Boynton.

Q. After that was anything said by General Howard, or in his presence, about the purchase of land for a university, and the erecting of buildings thereon; if you recollect it, state the facts?—A. The thing began to enlarge itself, and after a little the board began to talk about more buildings. General Howard proposed to buy land and put up a building on the hill. I do not know that the purchase of that farm on which the buildings are erected was mentioned at that time. There was a talk about getting land somewhere and erecting more buildings, and after perhaps a meeting or two General Howard reported, I think, that that farm could be had, and proposed to buy it for the trustees for the university.

Q. Was that accepted at once or not by the trustees, or was it the subject of discussion?—A. I do not recollect whether they discussed the matter more than one evening or not. It was finally accepted.

Q. Was anything said at that time about the source from which the money was to come for that building?—A. The farm could be had, I think, by the payment of some \$25,000 or \$30,000 down, and General Howard, as I recollect, proposed to furnish the means to make that first payment.

Q. Had you, or, so far as you know, any other of the trustees any agency in that purchase, and by whom was it conducted?—A. I think it was conducted by General Howard and Mr. Whittlesey. That was the understanding. I think they reported to the trustees their negotiations.

Q. Before the purchase was made, and at that time, was there any discussion in the board of trustees, in General Howard's presence, as to his right to use the funds of the Freedmen's Bureau for that purpose; was anything said upon that subject, and what was said?—A. I know that was talked over before the board left the thing entirely with General Howard. He stated to them what funds he had in his hands and what he was authorized to do with them under the act of Congress. I do not recollect that the subject was ever examined into there, or that any one asked any questions on that subject. They simply left the matter to General Howard. They supposed he understood the whole thing as to what authority he had in the matter.

Q. With regard to the erection of this building what was said by General Howard, or in his presence?—A. I do not recollect anything in particular about that now, except that he was authorized with others (who they were I do not remember) to get plans of such a building, such as were necessary, and he did so, and brought in the plans before the board.

Q. Was anything said about the means from which the building was to be erected?—A. The means were to come from funds that he held in his hands as an officer of the general government, as I understood it.

Q. The plans, you say, were reported to the board; were the specifications of the building also reported?—A. I think they were.

Q. Do you remember anything being said about the material of which the buildings were to be constructed?—A. That was talked over in the meetings several times, I think. A specimen of the block that had been sent there from the New York manufactory was there examined.

Q. By whom was that submitted to the board?—A. I think the architect brought it in; I think he was the man who had the specimen. I do not know whether General Howard said anything about requesting him to bring it in or not. It was brought in before the board in General Howard's presence and examined.

Q. Do you know from anything General Howard said to you or in your presence, or from any personal knowledge you have, whether General Howard was interested in any manufacture of these blocks of these materials?—A. I do not recollect that I ever heard General Howard say that he was one of the company. I cannot state positively that he said that in my presence.

Q. Did you at any time afterwards hear him say anything in reference to his being connected with it?—A. I was in Mr. Searle's office one day; General Howard was there, and he got to speaking about the fear some of the board entertained that this whole matter might be called in question some day. General Howard said, "I have no fears of going forward;" and he said right in that connection, "I have disposed of my interest in that building material."

Q. Was that during the progress of the building, and while the work was going on, or not?—A. That was while the work was going on.

Q. Have you any personal knowledge of General Howard's erecting a private residence on portions of the ground purchased for the university, on what was known as the Smith farm?—A. He has a house there.

Q. State whether it was begun before the university buildings were?—A. It was the first building constructed.

Q. State whether you have any recollection of the fact and time of the donation being made by the trustees of an acre of ground to General Howard?—A. I cannot state the time. I know the fact that they gave him an acre of ground.

Q. Was that before or after he commenced building on these lots?—A. It was before.

Q. Do you recollect the time when he declined to receive that donation?—A. It was not very long after—it may have been the first meeting, and it may have been the second or third meeting; I cannot say positively.

Q. Suppose it was four months afterwards; do you recollect the fact?—A. I remember the fact; I am not able to remember the time.

Q. Do you recollect whether the work on General Howard's private house had commenced before or after he declined to receive the donation?—A. I am inclined to think it was after; I am not positive.

Q. Were you connected with the First Congregational church and associated here?—A. Yes.

Q. Do you know anything about the negotiation of the bonds of that society to General Howard?—A. I know there was an issue of church bonds to General Howard, as I understand. I was not one of the trustees. I know General Howard said he would cash the bonds. That was talked of in our meetings when I was present.

Q. Was anything said at that time by him as to the funds from which money was to be derived to cash these bonds?—A. My impression is that it was funds that were paid into his hands by the government. I think he said it was money that belonged to the friends of deceased colored soldiers; that is my recollection.

Q. Is that the same as bounties?—A. Bounties; yes, sir.

Q. State, if you please, whether there was one or more negotiations by General Howard with the church upon that subject?—A. I think there was a certain amount of bonds, perhaps \$20,000, issued; that it was afterward increased to \$40,000; but I cannot remember the exact amount. I think there were two negotiations.

Q. To go back to the university—had you such a connection with the university as would enable you to state who paid the salaries of the officers of the university?—A. I have no positive knowledge of that, other than what I heard.

WASHINGTON, D. C., April 23, 1870.

R. H. STEVENS—Examination continued.

By Mr. KETCHUM:

Question. You said in your direct examination that General Howard was not at the first meeting of those who were projecting this university, and you said that afterward General Howard was invited in?—Answer. Yes, sir.

Q. Was he not so invited in with a view to the power or influence or scope of duty of the Freedmen's Bureau?—A. No, sir.

Q. You spoke of General Howard's saying something about cashing church bonds with funds of the government; do you mean to say that you recollect exactly what was said, or only that that was your impression?—A. There were several conversations between the building committee of the church, the trustees, and others, and on several occasions he spoke about the church bonds.

Q. You do not mean to be understood as recollecting exactly the words on that subject?—A. The precise words that he used I do not recollect.

Q. Did not General Howard speak at that time of the university having funds to invest, and did he not say that perhaps the church bonds might be cashed with them?—A. I understood that the church bonds were cashed from that bounty fund which he held in his hands.

Q. Please answer my question.—A. I did not understand that the funds came from the university at all; I never understood that.

(Question repeated.)—A. I did not so understand it.

Q. You do not recollect hearing General Howard say that?—A. My recollection of it is that the university had no funds whatever; the funds came from the Freedmen's Bureau.

Q. And you do recollect that funds were coming from the Freedmen's Bureau to the university, do you?—A. Yes, sir; that is my recollection.

Q. Do you know of any meeting of friends in this city, about four weeks ago last evening, to advise ways to have the expenditures for Howard University made known to the country?—A. I know of no such meeting, and I heard nothing of it, except what I saw in the papers.

Q. Did such a subject come up in any company where you happened to be?—A. I heard that thing spoken of on several occasions, in conversation with different individuals.

Mr. BRADLEY objects to question and answer, as having no relevancy to the inquiry.

Mr. KETCHUM stated that his object was to show how these charges came to be made, by whom they were prepared, and the spirit that animated those who got them up.

Mr. HOWARD asked whether counsel expected to connect this witness with a concerted action in preparing those charges.

Mr. KETCHUM replied that he did fully expect it when he came here this morning.

Mr. BRADLEY said that he withdrew his objection, if that was the view of the counsel; he said that he had no objection to any inquiry tending to show the temper and disposition of the witness, or any connection of his with any conspiracy or movement to get up these charges. He therefore withdrew every sort of objection.

Q. About four weeks ago were you in any company of persons who were reporting, or considering, or inquiring into the expenditure for the Howard University, with any view of arranging a statement thereof?—A. No, sir; I was in no such company, and heard of none.

Q. Was your wife ever an applicant for appointment as teacher in the university?—A. No, sir; never.

Q. Are you quite sure of that?—A. I am quite sure of it.

Q. Could it have been without your knowledge?—A. No, sir; you are mistaken in the person.

By Mr. BRADLEY:

Q. You have been asked in reference to any concert of action between parties to assist in getting up or procuring information in reference to this investigation; I understood you to say that you have no knowledge of any such thing?—A. No, sir; I heard nothing of it until I saw it in the newspapers.

Q. Have you in any manner yourself, directly or indirectly, volunteered any information in reference to getting them up?—A. No, sir.

WASHINGTON, D. C., May 11, 1870.

A. T. LONGLEY sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in the city of Washington. I am a clerk in the Agricultural Department.

Q. Were you at any time connected with the First Congregational Society in this city?—A. I was two years trustee of the First Congregational church.

Q. Were you so in the years 1867 and 1868?—A. Yes; during those two years.

Q. State to the committee if you have any knowledge or recollection of what passed between General Howard and the trustees of that society in regard to his taking up certain bonds of the society, or furnishing money on bonds of the society.—A. We were in want of money, and at one of the meetings, (I do not recollect the date,) General Howard said that he thought he could raise the money for us, if we would issue bonds of the church; and, as I understood it from General Howard, it was a fund which he had under his control; a bounty fund, from which he could furnish money and supply us, so that we could get along with the building of the church.

Q. Do you know whether, in point of fact, after that time, and if so how long after, any such transaction was completed and the money furnished to the society?—A. I know that the bonds were issued and that the money was furnished. I was sick at the time, and the bonds were brought to my house; I was unable to get out to any of the meetings of the society at that time, and the bonds were brought up and signed by me as one of the trustees.

Q. How long was that after this proposition of General Howard's to raise money for the society?—A. It was in the month of June, 1867, I think, that I was sick. One of the trustees came up to my house with a portion of the bonds for me to sign. I do not recollect exactly the date, but I think it was in the month of June, 1867.

Q. Did I understand you to state that this proposition was made before the bonds were issued?—A. Yes, sir; I think it was. That is my impression.

Q. As one of the trustees, do you know, officially, what amount was received on those bonds?—A. No, sir; the bonds were not all disposed of. I do not know the amount of the bonds that were disposed of. General Howard had them under his control mostly, to manage the matter. I do not recollect the amount.

Q. Prior to your sickness in the month of June this proposition was made by General Howard to the trustees, accepted by them, and bonds prepared and signed by you, and some money was raised on them after that—you do not know how much?—A. Yes, sir.

Cross-examined by Mr. KETCHUM:

Q. At what place was this conversation?—A. I do not know that I remember exactly. We met at different places; sometimes at one place and sometimes at another, at the call of the president of the board of trustees.

Q. Do you recollect who was present?—A. I remember that a majority of the board of trustees was present at the time.

Q. Do you recollect the individuals?—A. I think I do.

Q. How many were there there?—A. A majority of the board was five, and we never acted unless there was a majority.

Q. Do you now recollect the number that were there?—A. No, sir; I cannot say that I do.

Q. And you do not recollect who they were?—A. No, sir.

Q. Do you recollect anything else that occurred there at that very time?—A. Yes, sir; I recollect our talking over matters connected with the church organization.

Q. Do you recollect any other one subject as well as you recollect this of which you have spoken?—A. Yes, sir; I remember subjects that were up at that meeting.

Q. State any one subject that was then spoken of there?—A. There was no other matter brought before the board of trustees. The main business of our meeting that night was to raise money to get along with the building.

Q. Did General Howard address you, or some other one, or all? State how that was.—A. It was a proposition made to the trustees.

Q. State exactly the words which he used.—A. As near as I recollect, he stated that he thought he could raise the money if the trustees would issue bonds.

Q. That is what he said?—A. That is it as near as I recollect. I do not pretend to give the exact words that General Howard used.

Q. I am asking for the exact words, as near as you can recollect, and you say that that is as near as you can recollect.—A. Yes.

Q. When was it?—A. I have already stated that I cannot recollect the exact date.

Q. What year was it?—A. It was in the year 1867; in the spring of 1867.

Q. What trustee came to your house?—A. Mr. Bascom.

Q. Can you not remember the name of a single one who was present at that meeting besides yourself and General Howard?—A. Yes, sir; I think that Dr. Barber was there.

Q. Are you sure of that?—A. I am pretty sure that he was there, and Mr. Bascom, I think, and Mr. Kelsey.

By Mr. BRADLEY:

Q. Was there anything said by General Howard as to the name of the fund from which the money was to come?

(Objected to by the Chairman, and objection overruled.)

A. He stated that it was a bounty fund which he had in his possession.

The question was repeated by Mr. MCNEELY, and the same answer given.

By Mr. HOAR:

Q. You said that General Howard had the management of the matter of those bonds. Have you any knowledge as to what took place in respect to those bonds, except this conversation with the board of trustees and your signing the bonds, which is a personal knowledge and which is not simply information from others?—A. No, sir; I have not.

Q. Then you know no facts which you can testify to as a witness, except this first conversation and the fact that you signed bonds brought to you in your sick room afterwards?—A. Yes, sir; and I know that we received some money from them.

Q. When I ask you whether you have knowledge, I include knowledge derived from General Howard himself. Did he tell you afterwards anything about it?—A. No, sir.

By Mr. TOWNSEND:

Q. Have you stated all that you know in regard to the matter?—A. Yes, sir.

Q. Was General Howard the treasurer of the society?—A. He was treasurer of the society, and also a trustee.

WASHINGTON, D. C., May 19, 1870.

DAVID M. KELSEY sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in the city of Washington. I am at present a clerk in the Internal Revenue Bureau, Treasury Department.

Q. Were you at any time connected with the Congregational church in this city?—A. Yes, sir.

Q. Was General Howard connected with that church at the same time?—A. Yes, sir.

Q. Were you or not both trustees?—A. Yes, sir; we were both members of the board.

Q. State to the committee whether you heard any proposition offered in regard to furnishing money for erection of the church?—A. I will state, as a member of the board of trustees, that we had the financial management of the interests of the society. We were all, therefore, putting forth every exertion in our power to raise funds in order to complete the church, and it was resolved at a meeting held some time, I think, in September or October, 1867, by the society, to authorize the trustees to issue bonds to the amount of \$30,000 or \$40,000, for the purpose of raising funds by their disposal, either directly or by transferring them to the contractors, for the completion of the church. We had various meetings at General Howard's house, at his office, at the Congregational church, and elsewhere, for the purpose of conferring on this subject and for the purpose of issuing, finally, and signing the bonds. And I learned that the bonds were issued—

Mr. BRADLEY. State only what you heard General Howard say on that subject.

A. Well, I learned from General Howard that, doubtless, arrangements could be made to receive funds from the retained bounty fund. I think it was for the purpose of completing the church, and that these bonds might be good for the money so to be advanced.

Q. That was before or after the bonds were issued?—A. This was after the bonds were issued, as I understand, if my memory serves me right, and afterward there were some \$18,000, if I mistake not, of these bonds disposed of in that way.

Q. Have you any knowledge of the manner in which this money was actually advanced?—A. No, sir; I have not, except from General Howard.

Q. Did General Howard state anything to you of having advanced money, or in your presence?—A. Yes, sir; we all knew that, and we were glad to have an opportunity of getting the money, so far as the church was concerned.

Q. State, if you please, whether you have any personal knowledge, or derived from General Howard, in regard to the laying of a water main along East Capitol street and other streets to the large buildings erected by General Charles Howard.—A. Yes, sir; I have.

Q. Where was the main taken from?—A. Third or Fourth street east; I think Third street east, with East Capitol street, and laid along East Capitol street as far as Eleventh; thence along Eleventh street to North B or C; and from thence taking an eastward course until it struck Tennessee avenue, as I remember; and from there to these Freedmen's Bureau buildings.

Q. Do you know whether General Howard had anything to do with that?—A. I know I conversed with General O. O. Howard and with General Charles Howard on the subject; and that arrangements were made by me to some extent to superintend the work—see that it was properly done, and approve the vouchers for it.

Q. Can you state to the committee the cost of that work?—A. I cannot state definitely. The original estimate was between \$7,000 and \$8,000; and I think some other amounts were subsequently added.

Q. You superintended the work yourself?—A. I saw that the work was properly done in behalf of the city, as I supposed, on one hand, I being a member of the city council; and in behalf of General Howard on the other, representing the bureau.

By Mr. KETCHUM:

Q. Do you know whether the money expended for that main was ever refunded by the city?—A. I do not know; I know it was expected that it would be when the work was done. And I think I saw that such a bill was passed. I do not know, of my own knowledge, that the money was refunded.

Q. When was it that you were present at any meeting where General Howard spoke of the bonds of the church, as you have stated?—A. I think it was on different occasions. I believe the first hint or assurance we had of that kind was at a meeting when Mr. Longley was present, in General Howard's office. This was after the bonds were issued, I think, most of them.

Q. What was said by General Howard at that time?—A. I do not know that I can give the exact language; I can give the impressions that were conveyed to my mind.

Q. Give the words, as nearly as you can, that he used.—A. I do not know that I can

give you the words. They were to this effect: that he had no doubt that arrangements could be made for receiving money, or having money advanced from the funds; and allusion was made at the time especially to what I believe is called the retained bounty fund, in the Howard University.

Q. You understand that my object is not to obtain a narrative, but the exact words used by General Howard.—A. It would be impossible to give the exact words.

Q. Can you give the substance of what he said?—A. Yes, sir; that is what I am attempting to do. It was that arrangements could be made to secure money upon these bonds from what was called the retained bounty fund, or some other source, and that particularly was referred to, as I understood at the time.

Q. Do you recollect anything else that was said at the time?—A. O, yes, sir; I do.

Q. What else do you recollect?—A. It was proposed at that time to make all the efforts in our power to raise money, not only in this way but by an increase of subscriptions that had been made among members of the church and society, and by citizens; also that a meeting should be called of those who were interested, which was, I believe, subsequently held at General Howard's house on two occasions for the purpose of increasing subscriptions, or procuring subscribers to secure funds for the completion of the church.

Q. Who were present at that meeting?—A. Mr. Longley, Dr. Barber, and I think Mr. Stevens, of the building committee.

Q. Do you recollect whether Mr. Bascom was present?—A. I am not sure. I think he was; he was generally present on such occasions.

Q. Do you recollect whether he was present on this?—A. I am not sure; I think he was.

Q. At what time in the day was it?—A. It was in the afternoon; probably from 1 to 3 o'clock, in his office.

Q. In what month of the year?—A. It was in 1867; I am inclined to think it was some time in October or November.

Q. Have you ever conversed about that meeting with any person since that time?—A. No, sir; not particularly. I have known what was going on here in this committee, to some extent, from witnesses who have been here.

Q. Then you have not conversed particularly with any person in regard to what took place at that meeting, since that time?—A. I am sure that I have not conversed particularly with any one upon that particular point. Incidentally, a few days ago, I met a gentleman whose name I will give if you want to know.

Q. Mention his name?—A. General Boynton. He wanted to know of me —

Mr. KERCHUM. You need not state the conversation.

Q. Have you ever talked with Mr. Longley about it?—A. No, sir; I have not seen Mr. Longley, to converse with him on that subject, for six months.

Q. Are you very confident as to the name of the fund you have mentioned?—A. Yes, sir. That is the only fund I remember distinctly.

Q. You recollect that particularly?—A. I am confident of that; I remember it distinctly.

By the CHAIRMAN:

Q. What was the object of building these water mains? What connection had they with the buildings?—A. The object was to supply those three blocks of freedmen's buildings on square 1,054, in the northeast part of the city, with water.

WASHINGTON, D. C., April 23, 1870.

CHARLES B. BOYNTON sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in Washington City; my occupation is that of a minister of the Congregational church.

Q. State to the committee whether you are the same Dr. Boynton who was chaplain to the House of Representatives for a number of years?—A. I am.

Q. State whether you had any connection with the original association out of which the Howard University grew?—A. There was one member of the Congregational church who frequently talked with me about the importance of connecting some educational institution with the church. I think it was in the autumn of 1866; the date is not in my mind—probably it may have been in November. This person and one other came to me at my house—

Mr. HOAR interrupted witness, remarking that he was not answering the question.

(Question repeated.)—A. I did have some connection with it.

Q. State what the origin was.—A. These two members of the church came to my house with a somewhat indefinite plan in reference to the institution of a theological

seminary, which they thought would be beneficial in training young colored men for the ministry. Another member of the church had proposed a meeting at his house for a certain purpose, and they thought it well to go to that meeting and propose that plan. They did go there, and I went, meeting several gentlemen, and the plan was there first of all discussed for the institution (nothing very definite) of a school for the training of colored men for the ministry. That was about the sum, I believe, of the first meeting. Probably the idea was somewhat expanded in that meeting, but I do not recollect precisely the shape which the thing took in that meeting. My impression is that it was enlarged in its idea, so as to take in a normal school, as preparatory to the theological school, but my impression is not very clear in regard to that. They were matters which I did not think very much of at the time. That was the first meeting on the subject. I cannot name who were there. I suppose that some eight or ten members of the First Congregational church were there.

Q. Was General Howard present?—A. I think General Howard was not at that first meeting.

Q. Do you recollect when he came in?—A. I cannot say positively; my impression is that he was at the second or third meeting, and I cannot tell which.

Q. Had that association or consultation any connection with the Freedmen's Bureau, or any other branch of the government of the United States?—A. You speak of the association—it was not then formed; but when the association was formed it had not.

Q. After the association had been thus formed, do you recollect at all as to the idea of a charter for the university—from whom did it come?—A. I do not know by whom it was originated at first. I do not know from whom the first suggestion came.

Q. Were you one of the trustees named in the charter?—A. Yes, sir.

Q. Did you assist at the organization of the corporation after the charter was granted?—A. Yes, sir.

Q. State, as well as you can recollect, from whom the suggestion came, and under what circumstances, to receive aid from the Freedmen's Bureau, and what was said on that subject.—A. I think that the first suggestion in reference to receiving aid from the Freedmen's Bureau was a proposition made by General Howard to purchase the land which is at the foot of the hill. I do not know the name of the land, but there was a building and some three acres. I think the proposition was to purchase that land and lease it to the association. I think that was the first I remember.

Q. To the association or to the university?—A. To the association. It was leased first to the association, or the proposition was made and it was finally adopted, I think.

Q. Do you recollect as a fact whether it was done or not?—A. I do not know that I can state it of my positive knowledge, but I suppose it was done, and the association entered upon the occupation of the building.

Q. Do you know that fact?—A. I know that they did occupy it, but of the manner in which the papers were executed I have no present recollection.

Q. After that step had been taken, what was the next stage in obtaining aid from the Freedmen's Bureau, and by whom was it suggested?—A. The next stage was under the charter, and, if I have in my mind clearly the order of events, it was a proposition to buy the land called the Smith farm.

Q. A proposition made by whom?—A. Made by General Howard.

Q. Can you state whether that was to be purchased in the name of the United States and held for the United States, or to be purchased in the name of the university and held by the university?—A. My knowledge of the transaction amounts to this: General Howard proposed to buy the land and make the first payment on it from funds which he said he had at his disposal. The land was purchased, and that payment was made, and then the land was decided to the trustees of Howard University after that payment had been made. That is as I understand it.

Q. State whether that proposition was at once accepted by the board of trustees, or held under discussion?—A. When the proposition was made to me to use funds which General Howard said he had in his possession, there were doubts in the minds of the trustees whether it ought to be accepted, for two reasons: one reason was, they were very unwilling to have any connection with the bureau by which they might be brought under its dictation in future; the second reason was, that they had some doubts of the propriety of the application of the funds, but subsequently we relied on General Howard's own judgment in regard to that. We knew almost nothing of the funds, and when he stated that he had a right to use those funds, of course we believed it.

Mr. PENCE objected to the relevancy of the examination. After discussion, the examination was continued as follows:

Q. State whether General Howard was present at that discussion, or not?—A. My first answer had reference to general discussions and private talk, but there was a particular time in the meetings of the board when this subject was discussed with General Howard present; and General Howard (if I remember correctly) said that he would investigate the matter and report his opinion at a subsequent meeting, which he did, saying that he believed he had the authority to use the money.

Mr. PERCE withdrew his objection to the course of the examination.

Q. Have you any knowledge of the facts to enable you to state by whom, and from what funds, the salaries of the officers of that institution were paid?—A. No, sir; except from some indefinite conversation of General Howard's, from which I inferred that he proposed to pay some of the salaries. I have no definite knowledge of the manner in which salaries were paid.

Q. Were you not the first president?—A. Yes, sir; I was president of the association, and subsequently of the university, under the charter.

Q. Was any salary attached to that office?—A. No, sir.

Q. About what time did General Howard begin to erect his private residence on those grounds?—A. I cannot tell the precise time. I have a copy of a resolution sent to me by the board, which has a date, and from that date I know certainly it must have been in May or June. I say certainly, but would not like to swear positively to the date, because I am not quite certain.

Q. What I wish to ascertain is whether it was before or after the contract for building the university was made, which was on the 11th July?—A. It must have been before that.

Q. Were you in any way connected with the preliminary arrangements for the buildings for the university?—A. We as a board of trustees had no authority for the building of the university. As I understood the proposition, it was for General Howard to build the buildings, and he would build them as he saw fit, after consultation with the trustees, and when they were done he expected to turn them over to the trustees. They had no authority to build the buildings that I know of.

Q. Had they any funds to do so?—A. No, sir; except the \$30,000 that was turned over, \$20,000 or \$25,000 of which was used for the purchase of the land, and there was a small sum left in the treasury for some other purposes.

Q. Do you recollect having seen the plans and specifications for the university building before the contract was made?—A. At the time Mr. Searle was drawing up the plans I was in his office once or twice, and he showed me the plans. The specifications I did not see.

Q. Did not these preliminary matters occupy some time before the contract was made?—A. They must have occupied some time, the usual time for getting up drawings and specifications, I suppose.

Q. State whether you had any conversation with General Howard, and if so when and where, in reference to the lot donated to him by the trustees, and in reference to his interest in the brick machine by which the material for the building was made?—A. Soon after the purchase of the farm, but how soon after I cannot now say; I think it was in General Howard's own office. I cannot state the words that he used, but the substance of the question that he put to me was whether I had any objection to the trustees donating him an acre of the land that had been bought. I do not pretend to use his words, but that was the substance of the thing.

Q. State whether, after the contract was made for the building of the university, you had any conversation with General Howard in reference to the lot donated to him and in reference to his interest in the brick machine?—A. I had a conversation with him some time after that in reference to the lot. At the time that General Howard asked me if I had any objections I told him that I had not. I knew of no objections that could be made. Afterward I was told that such a transaction was contrary to the army regulations, and that it might involve General Howard, and perhaps the rest of us, in difficulty. I had a conversation with General Howard on the matter and told him that I thought he had placed himself by it in a somewhat dangerous position; and my advice to him was to withdraw; that he had better change it and give his bonds for the lot. I think this conversation was not with General Howard alone, but with several of the other trustees who were together; and General Howard intimated that he would take that course with the lot.

Q. Can you recollect who were present at that time besides yourself?—A. I would not like to state positively, but I think Dr. Barber and Mr. Stevens were present, and some of the other trustees whom I cannot remember. It was a conversation among a little group of us.

Q. Have you any knowledge derived from General Howard—knowledge not hearsay—as to the fact whether or not he had an interest in that brick machine?—A. General Howard told me that he borrowed \$10,000 from Mr. Cooke to purchase that machine, because the other owners of the machine had not money enough to advance. That is what I understood General Howard to say at the time.

Q. After this conversation had you at any time any conversation with General Howard in regard both to his interest in the brick machine and in that lot?—A. I do not know but that they were both joined in a subsequent conversation or in the same conversation. I remember what I said to General Howard when the proposition was made to furnish brick for the university from that company. I told him that if they furnished as good material as other people, and at the same price, I knew no reason why they should not furnish it. Subsequently to that another conversation

occurred, after I had been told that that, as well as the donation, would come within the army regulations, and both would be condemned; and I then said to General Howard that I thought he was in the same condition of peril in regard to the brick machine as he was in regard to the lot; and he answered me then, or in an after conversation, which I think was in the presence of others, that he should dispose of his interest in the machine.

Q. Can you recollect about how long it was after the conversation in which you told him you saw no objection to his furnishing the brick, before you had the other conversation, when you spoke of its being against the army regulations?—A. No, sir; I cannot fix any interval. It could not have been very long, because these matters were the subject of very frequent conversations between the trustees and others.

Q. State whether or not, at that time, you were pastor of the First Congregational church.—A. I was.

Q. Have you any knowledge of any offer by General Howard to furnish funds for the construction of that church?—A. I have a knowledge of what he said to me on one occasion. He said that he could put funds into the church, without naming any amount; that he could put money into the church if I would consent to teach a theological class there. The reason of that remark was that I then expected to be the head of the theological department, or to teach the theological department, in the university.

Q. Was anything said about the amount?—A. No, sir; he did not state any amount.

Q. After that, had you any knowledge of the fact whether or not he did advance any money, or purchase any bonds of the church?—A. I have no personal knowledge of it; I had nothing to do with the bonds.

By Mr. KERCHUM:

Q. Do you recollect at any time standing on the ground where General Howard's dwelling now stands and commending the choice of that location?—A. Yes, sir.

Q. With him?—A. Yes, sir.

Q. Do you recollect speaking warmly in favor of his accepting as a gift that land from the trustees?—A. I had never any objection to his accepting it from the trustees. So far as the trustees were concerned I should have voted for it at any time.

Q. You will oblige me by answering the question. Do you recollect, at that time, speaking warmly in favor of his accepting it as a gift from the trustees?—A. No, sir, I do not; but I think it very likely that I may have done so.

Q. When that was said and done, of which you spoke, when General Howard was present and said he would examine into the question, was there anything more than an inquiry whether the authority existed to appropriate money; was it not an inquiry; and was it not left there to be looked into by General Howard?—A. It was left to be decided by General Howard whether he had the authority or not.

Q. It was a mere inquiry that suggested it, was it not?—A. If I understand the point of your question, I should say not. If you mean to ask whether the trustees were satisfied that it was a proper thing to be done, or whether it was only an inquiry of General Howard whether he would do it or not, I should say no. We had doubts, but then these doubts would be resolved by General Howard's own decision.

Q. I am not asking you about doubts, but I am asking you whether it was not merely an inquiry that he was to pursue?—A. We were disposed to leave the thing for him to decide.

Q. And you did leave it; did you not?—A. Certainly; yes, sir.

Q. Do you recollect Senator Pomeroy being present?—A. I do not recollect whether he was or not.

Q. Do you recollect his being present when General Howard said that an investigation had been made, and that the authority existed?—A. I do not know who were present when General Howard said that; it was at a meeting of trustees.

Q. You say that, afterwards, you were told that such a transaction was contrary to the army regulations, and that you said to General Howard that you thought he was in danger; and that General Howard said he should take the course which you suggested?—A. Yes.

Q. You say that Dr. Barber and Mr. Stevens were present on that occasion.—A. I think so.

Q. Where did it take place?—A. I do not know at what place the trustees met then. We were accustomed to meet at several places; at Mr. Brewster's house, at my house, and at Dr. Barber's house.

Q. Was it at a meeting of the trustees?—A. I think it was, but I am not positive; I cannot tell.

Q. Your memory is not very clear as to whether it was at a meeting of the trustees or not?—A. No, sir, I do not know whether it was or not.

Q. Can you tell the place?—A. No, sir.

Q. Can you tell the time of day?—A. No, sir.

Q. Was it daylight or dark?—A. I cannot tell. I have simply in my mind the fact

that there was such a conversation. It did not appear to me at the time to have any great importance, and I did not fix any date or anything else.

Q. You say that some others of the trustees were present besides Dr. Barber and Mr. Stevens. Who were they?—A. I cannot state. I do not know who were present. The impression on my mind is simply that several trustees were present, but whom I do not know.

Q. You are quite certain that you had that conversation with him concerning the bricks for the building and his connection with the machine?—A. Yes, sir.

Q. And that you told him it would not do?—A. Those were not the words. I intimated that I thought it would be a dangerous thing for him to enter into. I did not say that at first, however.

Q. Are you quite sure of that?—A. Yes, sir.

Q. Where was this?—A. I do not know where.

Q. Was it in this city?—A. Yes.

Q. What part of the city?—A. I do not know whether it was at my house, or at General Howard's office, or at Mr. Brewster's house, or Dr. Barber's house.

Q. Do you recollect any others being present?—A. I said that there were several trustees present at the time, but I do not know who they were.

Q. Not one of them?—A. I think that Dr. Barber and Mr. Stevens were present at both of those conversations, but I am not quite certain that they were.

Q. Are you quite sure of any others that were present?—A. No, sir.

Q. Be so good as to inform me why, in reference to those two occasions, you have so much better a recollection of Dr. Barber and Mr. Stevens being present than of any others?—A. Perhaps because I have talked with them since in reference to the matter.

Q. Then do you mean to say that you have talked with them on these two points and matters at various times since?—A. I think I have.

Q. Do you feel pretty certain that you have?—Yes, sir; I think I have.

Q. Was it in contemplation that Howard University would supply a house for the president of that institution?—A. General Howard spoke to me often of building a house there.

Mr. KETCHUM. Pardon me; I am asking you only as to the fact, yea or nay.

WITNESS. I do not know. There are circumstances connected with that question which I can make very clear, if you wish to have me state them.

Mr. KETCHUM. No, sir. I want an answer to this question: Was it in contemplation at all that a house might be provided for the use of the president of the Howard University?—A. The Howard University, as an institution, had no power to do any such thing. It had neither funds nor anything else to do it with.

Q. Was there any expectation that there might be a house provided for the president of the Howard University?

WITNESS. Do you wish simply an answer, yea or no; or do you wish an explanation?

Mr. KETCHUM. I want an answer, yea or no.

A. There was an expectation, which came through General Howard.

Mr. KETCHUM. I am not asking you who it came through.

WITNESS. Then, yea; on my part, for a time.

Q. Did you look on the ground with a view of choosing the place for such a house?—

A. I looked at the site which was already chosen for it.

Q. You were pleased with that location?—A. Yes, sir.

Q. Do you recollect a suggestion (I do not ask by whom) in regard to that ground that there was no authority to build a house for the president?—A. Not in regard to that ground; but there was such a suggestion afterwards.

Q. I speak of the University Hill—the Smith farm.—A. No, sir; it did not come to me there, but in another place.

Q. Do you recollect once being with General Howard on the Smith farm, when a person engaged in the service of the university trustees made this remark: "There is no authority to build a house for the president of the university?"—A. No, sir; I do not recollect that.

Q. Do you recollect such a remark being made by General E. Whittlesey, on horseback, you being present?—A. No, sir.

Q. Are you sure of that?—A. I am not sure that he did not make the remark, but I am sure that I did not hear him. It came to me from another quarter entirely.

Q. State from what quarter it came.—A. It came from General Howard, subsequently, who said that General Whittlesey said he had no authority.

Q. Subsequently to what?—A. Subsequently to the time you spoke of, on the hill.

Q. What do you know of that time?—A. I was on the hill with General Howard when General Whittlesey was there, on horseback.

Q. Were you displeased with that conclusion?—A. No, sir.

Q. Did you depart from the presidency of that institution after that?—A. Yes, sir.

Q. And did you not so depart on that account?—A. No, sir.

Q. Not at all?—A. No, sir; it had no influence whatever, as I can show very easily.

Q. You said that you were the pastor of the First Congregational church?—A. Yes

Q. Do you recollect delivering a discourse in Mr. Beecher's church in Brooklyn, at the meeting of the Congregational Union?—A. Yes, sir.

Q. I will thank you if you will look at this pamphlet, and say if you ever saw a copy of the same before.—A. I did.

(The pamphlet is that already in evidence, "From the First Congregational church in Washington, D. C., to the sister churches and the public.")

Q. Did you write that pamphlet?—A. No, sir. I wrote a part of it. Perhaps I ought not to say that. I helped to furnish the historical facts connected with it. It was a matter of consultation with a good many, and I helped in getting the pamphlet up.

(Objected to by Mr. BRADLEY.)

Q. Did you not do the principal work in writing this pamphlet?—A. I furnished the principal facts, perhaps, in consultation with others; but I do not think I should answer that I did the principal work. I do not know what would be considered principal.

Q. State whether you wrote those parts on the second page of this pamphlet, which censured General Howard for the course he took in the speech which he made in Mr. Beecher's church at that time.—A. I do not recollect what it was.

Q. State whether you wrote these words: "The chief cause, as we think, of the trouble which has beset us, the one without which no others would have given any serious embarrassment, is found in the grave mistake made in the beginning, when it was proposed to rest our hope of obtaining money upon the personal influence of a single man, when it was expected that his friends would give for his sake; and so the enterprize, in the eyes of many, assumed an individual character, instead of a church, which was being built for Christ with money obtained by an appeal from a church to its sister churches of the land."—A. I cannot say whether I wrote those words; but they were my opinions.

Q. And suggested by you for the pamphlet?—A. I think it altogether likely, but I do not know. They were my opinions, and they are still.

Q. Were you engaged, with others, in the work of printing and disseminating this pamphlet in the latter part of the year 1868?—A. I overlooked the proof of it and helped to disseminate it by sending such copies as I chose.

Q. And you suggested the men to whom they should be sent.—A. I do not know whether I did or not. If I was asked I presume I did, but I have forgotten.

Q. Do you know of any company of persons meeting by accident or otherwise, within about four weeks past, or a little more, in this city, in considering the subject of the way to have the expenditures for the Howard University made known to the country?—A. No, sir.

Q. Was no such subject considered at your own dwelling?—A. No, sir.

Q. At any other time than within four weeks past and within two months of this time?—A. No, sir.

Q. At any other house than your own?—A. No, sir.

Q. Do you know of any company of persons, few or many, being engaged in conversation, and some of them stating what they could tell on such subject?—A. No, sir. A great many such casual conversations have taken place in reference to these matters, as a matter of course.

Q. Why do you say casual?—A. I mean that these matters have been subjects of conversation all over the city. I have conversed a great many times with different people in regard to them, for it created a good deal of excitement in the city.

Q. Did you never so converse at any place where it was some time before understood that it would be the subject of conversation?—A. No, sir.

Q. Did you ever see the specifications that are here, and that were presented to the House, before they were so presented?—A. No, sir.

Q. Did you ever hear of them?—A. No, sir.

Q. Have no persons met you, casually or otherwise, and informed you of what they could testify upon this investigation?—A. No, sir.

Q. And have you not inquired of any person what he could testify on this investigation?—A. Since this investigation has begun, such conversation has been had, as we have met.

Q. Have you been engaged, since this investigation, in arranging, or procuring, or discussing testimony that should be given on this investigation?—A. Neither in arranging or procuring. As a matter of course, conversations have been held in reference to points with different individuals.

Q. Have you, from day to day, discussed the matter with Dr. Barber?—A. I do not know whether I have, from day to day. Whenever I have met with Dr. Barber and others I have discussed the matter, or at least it has been a matter of conversation.

Q. Dr. Barber reported to you as to what he said after he testified.—A. I think he did.

Q. Did you suggest anything to him thereupon?—A. No, sir; I had nothing to suggest.

Q. Did you show him anything that had been omitted?—A. No, sir.

Q. Did you show him anything that could be supplied?—A. Not that I know of.

Q. You are not sure that you did not?—A. I have no recollection of any such thing.

Q. Have you conversed with Mr. Stevens, from day to day, on the like subject?—A. Yes, sir.

Q. Have you suggested to him?—A. No, sir.

Q. Is there, and has there been, a state of deep hostility between you and General Howard?—A. That is a question which I am unwilling to answer, for several reasons. I do not wish to state here my feelings in regard to General Howard, and thus open a difficulty which may perhaps be healed by letting it alone. I am perfectly willing, if the committee desire it, but I wish it understood that I do not wish, by any means, to rake up old difficulties.

Mr. KETCHUM. I am not inquiring as to particulars.

Witness. If I were to answer yes or no to that, I should say no.

Q. Have you not considered General Howard to be an enemy of yours?—A. I have.

The CHAIRMAN suggested whether this line of examination should be continued.

After discussion the examination was continued as follows:

Q. Do you know of a call in the summer of 1868, at General Howard's house, by Dr. Barber and Mr. Delano?—A. No, sir.

Q. Did you hear that such a call was to be made?

(Objected to by Mr. BRADLEY, and objection sustained.)

Q. You were aware of the disposition and state of feeling of the persons in the board of trustees who were in favor of giving General Howard the lot, were you not?—A. Yes, sir.

Q. In conversations where you were present, what reason, if any, did they give?

(Objected to by Mr. BRADLEY. Objection overruled.)

A. We thought it might be an advantage to the property.

Q. How; was it that he would build a house that would give character to the land?—A. We supposed that if he would build a house there it would benefit the property.

By Mr. BRADLEY:

Q. You say that at one time it was in contemplation to have a house built for the president of the university. Explain what you mean in reference to that.—A. General Howard used frequently to speak to me of his intention to build professors' houses, and I did not quite understand what was meant by confining it to professors' houses, and I mentioned, in more than one conversation with him, probably, the idea of building a house for the president. There was not much response at first, if I remember right. At length I understood him to consent to building a house for the president, and he spoke of the ground which Mr. Ketchum mentioned. I supposed that a house would be built there for the president. I was not quite certain of it. After the conversation which Mr. Ketchum says was held on the hill, and a portion of which I did not hear, General Howard told me that he had consulted General Whittlesey, and that General Whittlesey said there was no authority to build professors' houses, or a president's house, and there the question ended.

Q. Had that anything to do with this private residence erected by General Howard, or was it a totally distinct matter?—A. The building of the president's house, in my mind, was a totally distinct matter from the private house of General Howard, except a thought which was in my mind, and which, perhaps, I had better not mention.

Q. There was nothing said in the other conversations about that private house of General Howard?—A. No, sir; I supposed there was a reason for what was said.

Q. You were asked whether, or not, you did not leave the presidency of the university in consequence of the difficulty about the president's house. State if that had any connection with the cause of your leaving the presidency; and, if so, what?—A. It had no influence whatever.

Q. There is a paragraph on page 5 of this pamphlet, which I will read to you: "In 1867, when our church edifice seemed to be drawing near completion, while the pastor was absent on his summer vacation, some of the minority who were teachers in the Sabbath school, without consulting the pastor, or the church, or the teachers, suddenly brought more than one hundred colored children into the school, greatly to the surprise of all, and creating excitement and confusion. As this movement was sanctioned by General Howard, it is not surprising that it was considered an improper attempt to dictate a course of policy to a church, without giving it an opportunity to consult and decide for itself. And the measure was the more objectionable because the church supervises the Sabbath school, and is held responsible for its action, the school making its annual report to the church; nor should the general and his friends think it strange that some regarded this, however unjustly, as a first move on the political chess-board." State, if you please, whether you had anything to do with the preparation of that paragraph.—A. It is very likely that I wrote the paragraph, but I was not cognizant of the facts, for I was absent at the time they occurred. They were presented by

members of the church, at a meeting of the church for the drawing up of the pamphlet. I was absent at the time of this occurrence. I think it very likely that I wrote the paragraph, but I do not recollect. If I did, I wrote it by simply putting the facts in order, as they were given me.

Q. State whether, prior to that time, there were any regulations of the church in reference to the admission of colored children to the Sunday school.

Mr. TYNER moved that the question be excluded, and the motion was agreed to.

The committee then adjourned until Monday.

WASHINGTON, D. C., April 25, 1870.

C. B. BOYNTON—Examination continued.

By the CHAIRMAN :

Question. You stated that the contract for the building of the university was made after General Howard began the erection of his house. State when the contract for the erection of the university building was made.—Answer. I did not state that, I think. I do not know the date of that contract. When the contract was made by the trustees, I think I was out of town.

Q. I understood you to state that the contract for the building of the university was made after General Howard began the erection of his private house?—A. I do not know the date of the contract, but from the fact that the house was going up earlier than the buildings put up for the university, I infer that the house was built before the contract for the university building was entered into.

Q. Is this fact shown by the minutes of the trustees?—A. I do not know. During this part of the transactions in reference to the erection of buildings, I was out of town on my summer vacation and I have never seen the records at all.

Q. What was the object of the donation of an acre of the land to General Howard?—A. I think the trustees supposed that if he had a lot, and built a house upon it, it would benefit the property. I thought so.

Q. Were you present when General Howard made his report in regard to his authority to use funds for the purchase of the Smith farm for the university?—A. I do not know that he made any written report. I think he said to the trustees that he had authority.

Q. Do you remember any particulars of the report he made, written or verbal?—A. No, sir; it was simply that he had authority, and we supposed he had.

By Mr. TYNER :

Q. During your examination-in-chief you spoke of a conversation you had with General Howard in which he said he borrowed \$10,000 to purchase a brick machine, but you did not say whether it was before or after the contract was made for the material used in the construction of the Howard University buildings?—A. I do not know that. I never knew.

Q. Do you know the time at which the contract was made with the trustees of the university?—A. No, sir; I do not.

Q. Say whether, or not, General Howard afterward told you that he had parted with his interest in that brick machine?—A. He did not tell me he had; he said that he should or he would.

Q. Did he give any reason at that time?—A. I do not know that he gave the reason; he said about what I have stated.

Q. You cannot locate the time at all?—A. No, sir; I had nothing to associate it with particularly, and it did not appear to me at the time to have any special bearing on any other matter, so that I did not lay it up in my mind.

By Mr. TOWNSEND :

Q. Were you appointed in the theological department of the university?—A. No, sir; that was never organized while I was in the university. I did expect to be a teacher there after it had been organized.

Q. Who made the proposition in regard to the donation of a lot to General Howard?—A. The first I heard of it was from General Howard himself. It was then talked of in the board.

Q. It had been talked of in the board?—A. No; it was subsequently.

Q. You do not know where it originated?—A. No, sir.

By Mr. ROGERS :

Q. You have been asked as to your hostility toward General Howard; have your relations or difficulties with him in any way, in your mind, created such a prejudice as would becloud your testimony?—A. I hope not.

WASHINGTON, D. C., April 25, 1870.

THOMAS D. ENTWISLE sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. I reside in Washington, and am a carpenter and builder.

Q. State, if you please, whether you had any contract for the erection of buildings on the university lands, and with whom that contract was made, if any.—A. I was one of the contractors for the erection of a building for a freedmen's hospital; the contract was made with my firm.

Q. With whom was your contract made?—A. With Major Brown.

Q. Have you your contract here?—A. No, sir; I cannot find it. I supposed that I had it, but I have lost it, or it has been destroyed.

Q. State the amount of that contract.—A. I think it was \$48,900. That embraced the whole building, with the exception of the plumbing, heating, and gas-fitting work.

Q. State whether that first contract was completed, and if not, why.—A. The contract was intended to be completed, but before it had been the building fell down.

Q. State whether you made any subsequent contract for the same work.—A. We made a contract then to rebuild the house with red brick to the point where it was when it fell, and then to continue the old contract.

Q. Did you take it down to the foundation, and how low down?—A. We took it down to the stone base. The base was built of blue-stone and seneca-stone.

Q. Was that basement above ground, and if so, how much?—A. It was. It varied, on one side about five feet above ground, and on the other side about eight.

Q. Of what material was the water-table, the first course above the basement?—A. The first course above the stone basement was manufactured by the Building Block Company of cement and sand, covered to imitate brown-stone.

Q. Was that material the same as the rest of the building?—A. No, sir.

Q. Were the corner blocks and window caps and sills of the same material?—A. They were of the same material as the water-table.

Q. Do you recollect whether the contract made a distinction between the bricks used in the wall and the material used for corner blocks, water-table, &c?—A. It did.

Q. What was the increased price of taking down these walls and building up with red brick?—A. The taking down of that portion of the wall which had not fallen in was a portion of the expense. It was rebuilt of red brick, with heavier walls, using brown-stone in place of this building block material, except so far as we could use the material which had already been provided for corner blocks, &c. I think the contract to rebuild it to the point it was before it fell, was \$23,000 or \$24,000, and this was in addition to the \$48,900 specified in the original contract.

Q. State how long you have been engaged as a master builder, and what is your knowledge in respect to the construction of houses in this city.—A. I commenced business in 1846, and have been at it ever since. I suppose I have built as many houses as any man in Washington.

Q. Have you built large structures as well as moderate-sized dwelling houses?—A. Yes; I have built some of the largest.

Q. Have you ever seen material which was used in the university building employed in any other building?—A. I have seen material manufactured in the same place, used in other buildings in the city.

Q. Before the university was built?—A. About the same time, I believe.

Q. State your judgment of the value of that material for the building of large structures.—A. My experience of it is that I would not use it.

Q. State the reasons.—A. The reason is that in the manner of its composition it had not body or strength enough, especially when it was new; it will not stand the atmosphere or the rain and frost; it becomes better by age.

Q. In carrying up that hospital building did you set your floor joists directly on the patent bricks?—A. No; we had a course of red bricks under the joists.

Q. Do you recollect what the trimmers were made of?—A. The trimmers were made of red brick.

Q. Do you remember as to the main archway or entrance, and if so, state what was its condition?—A. We turned that archway, including the schenbeck, of white brick. There was to be no plaster on the wall. I think we were about fifteen feet above that when it gave way.

Q. Gave way—how?—A. It crushed out the walls; at the schenbeck.

Q. State whether or not, in the progress of the construction of that building, the indications were such as to lead you to remonstrate against carrying on the building?—A. When we got up between the second and third floors we found some crumbling in the partition walls. I notified the architect of it, and insisted upon stopping after we had got to the next floor, and using wood above it, to prevent it having any more weight. He did not accede to the proposition, and I went to work and propped up the

floors; I thought I would try and save the floors, even if the walls came down. He then ordered me to keep on with the walls up to the top.

Q. Did you continue them up to the square?—A. We did not have the partition walls quite up to the square; we had the outside walls up when it fell.

Q. Did the whole of it fall, or what portion of it?—A. The main building gave way, crushed just above the foundation; the partition walls remained up because we had the partition floors propped and there was no weight on them.

Q. Did the wings stand?—A. The wings stood; they were a story less than the main building.

Q. After the walls crushed, did you have any conversation with General Howard as to the reconstruction of the building, or as to going on and finishing it?—A. I had no conversation with General Howard, except in relation to the appointment of a commission to investigate as to what was the cause of the accident. All the conversation that I had, as I now recollect, was with his brother, Charles Howard.

Q. Was anything said in regard to taking down the wings as well as the main building?—A. Yes, sir; he proposed to take down the wings if we thought it was necessary to take them down, and finally gave orders to take them down.

Q. What was the condition of the materials thrown down in the walls?—A. That which fell was pretty much a pile of sand.

Q. You say that in your second contract you stipulated to use a portion of the water table, corner blocks, caps, and sills that was in the old building; can you state whether you put in the entire water table of that material?—A. I think we only put in a few feet of the water table; we used about one-third, I suppose, of those corner blocks; the balance was brown stone. There were very few caps and sills fit to be used; I think they were nearly all put in of brown stone. Those we used from the first wall were covered with so good an imitation of brown stone that you could scarcely tell the one from the other.

Q. Do you know whether, in point of fact, the water table, caps, and sills were manufactured by a different process than the patent brick?—A. I know they must have been, and also of different material, from the fact that they were very hard, almost as hard as stone; they must have been composed, at least in part, of cement, and I was told at the yard they had cement in them. I did not see them manufactured.

Q. From your experience would you or not take a contract to build another building of that material?—A. No, sir.

Q. From whom did you receive your pay for that building?—A. It came to me through Major Brown.

Q. Who is Major Brown?—A. He was one of the officers of the bureau—a paymaster; that is all I know of him.

Q. You made your contract with him?—A. Yes, sir.

Q. Can you state what caused that building to fall; was it a defect in the foundation or the material, or what was it?—A. The foundation was just as perfect after the building fell as it was the first day it was put up. We built on it again. It was the driving rains and the freezing and thawing of this material which caused the walls to weaken and to burst.

Q. Would such a consequence have resulted if it had been constructed of red brick?—A. Of hard brick; no, sir.

Q. What would be the difference in cost of that building, built of red brick and built of this material?—A. I could go into a detailed calculation of that and give you an answer; I should have to go into a measurement to do it.

Q. Do you recollect the size, relatively, of red brick and patent brick?—A. Yes, sir; we reckon twelve bricks to the foot for a nine-inch wall of red brick, and we reckon seven of these for a ten-inch wall. It worked a little thicker than the red brick. The patent brick measured nearly twice as much.

Q. What was the price of the red brick at the time?—A. I think at the time they ruled at \$14; I am not certain.

Q. What was the price of the patent brick?—A. Forty dollars.

Q. What would it have cost to have put a pressed brick finish on these walls?—A. Taking seven pressed brick to the foot, the cost would be \$75 a thousand laid in the wall. The patent brick, at three and a half to the foot, would cost \$60 a thousand in the wall.

By Mr. KETCHUM:

Q. Can you state the cost of corner blocks of this material as compared with brown stone?—A. The brown stone would cost a little more than double what this material did.

Q. By whom was this commission appointed to examine into the causes of the falling of this building?—A. It was appointed by General Howard, I believe.

Q. Do you know who composed it?—A. I think General Hardie, Mr. Webster, Mr. Wyvill, Mr. Plant, Mr. Harkness, and Mr. Rumsey.

Q. State whether the men composing that commission were experts or not?—A. I do not think you can find any more competent men.

By Mr. HOAR:

Q. You say that this building block hardens by age. If a building composed of it had stood some time, in your judgment, would it be strong and safe?—A. Its hardening is a very slow process; it would take twenty years to give it strength, and in about a hundred years it would be about as hard as the marble in this capitol, I presume.

Q. You said something about the water table and corner blocks, a portion of which were used in rebuilding; do I understand that they were made of cement?—A. Yes, sir.

By Mr. PERCE:

Q. You said that, from your experience, you would not use this material; what did you think at the time in regard to the material, when you entered into the contract to construct this building?—A. I had never had any experience in the use of this block, I depended entirely upon the word of the architect in the matter. He recommended the material; he said it was a good material. We were placed under him entirely.

Q. So you had no opinion?—A. I had no right to have an opinion. I had one.

Q. You have stated your opinion of the material now; what was your opinion at that time?—A. The only idea I had about it when I took the contract for the building was, that the buildings on the hill stood up and I supposed this would.

Q. Did you express any opinion to anybody in regard to it?—A. I did; to the architect and the men working upon the building.

Q. Did you to General Howard?—A. No, sir; I had no communication with General Howard until after the building fell.

By Mr. HOAR:

Q. You spoke of this block hardening by age; would it harden if it were painted?—A. It would harden better if it were not painted: the process of mortar hardening is hastened by being alternately wet and dry.

By Mr. McNEELY:

Q. If it was not painted, would the block stand up long enough to become hard?—A. That would depend entirely upon how they were manufactured; if manufactured as these were I do not think they would; they were made out of very poor material.

By Mr. ROGERS:

Q. You had nothing to do with the material?—A. No, sir; the material was given in the specifications for us to make our estimates by.

WASHINGTON, D. C., April 25, 1870.

BENEDICT HUTCHINS sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I am a bricklayer and builder; I reside in Washington.

Q. How long have you been engaged as bricklayer and builder?—A. I have been carrying on the business for about twenty-two years.

Q. Did you have any contract for the erection of the mason work of one of the buildings at Howard University?—A. Yes, sir; I had a contract for the mason work of the hospital.

Q. Have you a copy of that contract?—A. I have not.

Q. With whom did you contract?—A. My contract was with Mr. Entwisle; our contract was rather verbal than otherwise. A written contract was drawn up, but through negligence it was never signed; I had worked a great deal for Mr. Entwisle, and there was no difficulty about the contract.

Q. Who furnished brick for that structure?—A. I furnished them; I contracted with the Building Block Company.

Q. What were you to pay the Building Block Company?—A. Forty dollars a thousand, I think.

Q. State the character of the material of which the water table, corner blocks, caps, and sills were made.—A. The water tables, caps, corner blocks, &c., were made, a portion of them, of cement; they were a great deal stronger than the building block.

Q. Was there any cement in the brick that were furnished for the walls?—A. To the best of my judgment I do not think there was.

Q. Did you complete that building or did it fall?—A. It fell before completion.

Q. State the cause of its falling?—A. The building block in the wall crushed.

Q. What was the condition of the material after the building had fallen?—A. The

bricks were pretty well ground up; the water table, corner blocks, &c., stood the test considerably better than the bricks did.

Q. After those walls fell did you rebuild them?—A. Yes, sir.

Q. Of what material did you rebuild them?—A. Of red brick.

Q. What proportion of the water table was relaid in the new walls?—A. Pretty much all.

Q. What proportion of the corner blocks did you use?—A. As well as I recollect, about one-half.

Q. What proportion of the caps and sills?—A. Probably about one-half of them.

Q. From your experience as a builder state to the committee whether that is a proper material out of which to build such a structure as that, or not.—A. My experience with that material does not extend a great ways; I never used the material until I used it in the hospital; I do not think it fit for such a structure.

Q. What would be the difference in cost of masonry between such a building erected of red brick, and that erected of this patent brick?—A. I do not think there would be a great deal of difference, either way. I think the patent brick would be a little more expensive.

Q. Would there be any doubt of a building constructed at the same season of the year, of red brick, standing?—A. No, sir.

By Mr. KETCHUM :

Q. State what period of the year it was when this building fell?—A. I am not positive about that; I think it was in December.

Q. Was there storm, rain, frost, and thawing, operating upon that material then?—A. There was a very heavy spell.

Q. Do you recollect the falling of a red brick building in process of erection at the same time, on Seventh street?—A. I disremember it now.

Q. Is it not the case that any building erected of brick, without protection, exposed to the storms of winter, is liable to fall?—A. Not if the walls are built substantially. Buildings frequently fall from storms; that is, walls are frequently blown down when they are made light; in the course of my experience I have had a story completely swept away.

By Mr. HOAR :

Q. Did you rebuild this building so as to leave it in a safe and proper condition?—A. Yes, sir.

Q. What did you do to it; how did you rebuild it?—A. I rebuilt it of red brick.

Q. Did you use any portion of this block?—A. Only for the water tables, sills, caps, and corner blocks.

Q. Is none of the building block in the building, as it was rebuilt?—A. None, except as I have stated.

Q. Was there any difference in the prices for water table, caps, &c., and the prices for building blocks?—A. Yes, sir; they had certain prices for building blocks, certain prices for corner blocks, certain prices for caps, &c.; and they were considerably higher than for the patent blocks.

Q. If this building, as originally designed, had stood, how much saving would there have been in it as compared with a building of the same character, but built of red brick with pressed brick finish, and stone trimmings?—A. That I cannot answer without making a calculation; I presume with pressed brick all around outside, it would cost considerably higher than with the patent block.

Q. State approximately whether it would cost three, five, ten, or twenty thousand dollars less.—A. I think it would be a saving, but how much I cannot say; probably six or eight thousand dollars. Pressed brick work in the wall was then worth \$60 per thousand, as near as I can remember.

WASHINGTON, D. C., April 26, 1870.

BYRON SUNDERLAND sworn and examined.

By Mr. WOOD :

Question. State your residence and profession.—Answer. Washington, D. C.; I am a minister of the gospel.

Q. What denomination?—A. I am a Presbyterian.

Q. What churches have you been pastor of in Washington?—A. The only one has been the old First Presbyterian church.

Q. Were you connected with the Howard University?—A. I was for a time president of the board of trustees.

Q. Please state the time during which you were president, so far as you recollect.—A. My memory of dates is not good. I will state, if I may be allowed to do so, that I

was not originally a member of the board of trustees. I was elected to the board after it had been organized, and, on the retirement of Dr. Boynton from the presidency of the board, I was for a time the acting president, and was afterwards elected president of the board, and continued, I think, for about a year, or a little more, my connection in that capacity.

Q. During the time you were president of the board did an accident occur to the hospital building?—A. I think it did. It fell while I was in that relation to the board.

Q. Did the board of trustees, of which you were president, take any action in relation to the falling of the building? if so, state what.—A. Yes, sir; they did. A school had gone into operation in the main building of the university a short time before the hospital building fell. When this accident happened to the hospital building of course the trustees were anxious as to the safety of the school. I think that was probably the moving cause of this operation. They called a meeting of the board and appointed a committee of investigation consisting of five members. Of that committee I was chairman, and there were four other members of the board of trustees on the committee. That committee soon after their appointment entered upon an investigation, the ultimate object of which was to ascertain the safety of the building and the lives of the children and people connected with the school who were in the building, and for that purpose to ascertain the nature of the material of which the building was constructed. We carried on the investigation for some weeks, and used our utmost diligence to arrive at the proper facts and conclusions in the case, and when we had finished the investigation we made a report to the board of trustees. My recollection is that all the report was accepted and the committee discharged. I do not think the report, as we made it, was ever published; but there was a statement based on the report that was published by a second committee, immediately afterwards raised for that purpose.

Q. As chairman of this committee of investigation, please state your own conclusions as to the nature of the material and safety of the building?

(Question objected to by Mr. KERCHUM, on the ground that the witness is not an expert; question also objected to by Mr. PERCE, but objection temporarily withdrawn for the purpose of ascertaining from the witness whether he is an expert.)

Q. I understood you to say that the committee of which you were chairman did make a report on the subject; what became of that report?—A. I really cannot tell you, for in a short time after that my connection with the board was severed by my resignation.

Q. What do you think become of it?—A. I suppose it is on the files of the board of trustees. I kept copies of the papers myself, and, although they are not certified to, I believe they are correct.

Q. Was the report favorable to this material?

(Mr. KERCHUM objects to witness stating contents of the papers referred to.)

A. I do not know what point the gentlemen wish to arrive at. I would simply state that it became evident during the investigation—

(Witness interrupted by the committee, as not giving the testimony called for.)

WITNESS. In justice to myself, I think I ought to be permitted to say that it became evident during the progress of this investigation that the committee could not agree in the expression of an opinion in regard to the fitness of the material; the report, therefore, that was made does not express any opinion of the committee on that point: it simply presents the facts as we found them. We were objected to as not being a competent committee, and I was specially objected to because I was a minister and not supposed to know anything of buildings; but I thought I had common sense enough to go to those who did. We endeavored to do so; we had the material subjected to tests at the navy yard and at the medical museum, and endeavored to obtain the services of the most competent gentlemen in order to get at the facts.

Q. What were your conclusions from the facts as ascertained?

(Question objected to by Mr. PERCE, until it has been ascertained that the witness is an expert—objection sustained by the committee.)

Q. I understand you to have just said that you took the method of getting the practical opinion of persons fully competent, scientific as well as practical, and that you then informed yourself personally.—A. Yes, sir; I saw the experiments.

Q. And in that view you qualified yourself to become a judge of the material?—A. Well, sir, I considered that I was. As a member of the committee, I thought that was what I was appointed for.

Q. Did you personally look over these experiments made to test the material?—A. Certainly. I did not witness the chemical analysis that was made at the medical museum, but I went down to the navy yard and witnessed personally all the operations, and I witnessed all the tests that were made, except the chemical tests, which it was more difficult to witness. I took the report upon that point of the gentleman who made the chemical analysis of the bricks.

Q. Who made the tests at the navy yard?—A. I do not remember the names of the men now; they are certified on the papers. I think one of them was a Mr. Bradley; another gentleman, whose name I do not recollect, had been there, as I am informed,

a great number of years. These were all experiments made to test the pressure to which the material could be subjected without crushing.

Q. Do you recollect a gentleman by the name of King?—A. I think there was a man by that name at the conclusion of the experiments there. We had them certified by the gentlemen who made the tests and their names are on the papers.

Q. What became of these papers?—A. They were presented in an appendix to the report to the board of trustees.

Q. Do you recollect the date?—A. It was some time, I think, in the spring of 1869.

By Mr. TOWNSEND :

Q. Are you a builder?—A. I am not an architect or a carpenter.

Q. Are you a professional builder?—A. A builder of buildings I am not.

By Mr. TYNER :

Q. I believe you said that reports were made to this committee by certain gentlemen to whose scientific tests this material was subjected. I will put this question to you : was your own opinion of that material made up on these reports?—A. Entirely.

By Mr. McNEELY :

Q. Was it made up entirely from what was reported to you in regard to the chemical analysis, or from that in connection with the other tests which you saw applied at the navy yard?—A. Of course, from all the tests ; and I tried it myself with my own hands at home.

By Mr. TYNER :

Q. Have you an opinion made up on your own tests in this matter, or is it an opinion based upon the reports made to you by scientific gentlemen?—A. I should think based upon both grounds.

Q. Do I understand you to say that these reports were filed with the report of the committee, and that you kept copies of them?—A. Yes, sir. The report consisted of two parts. One was a statement of the efforts we had made, as a committee, to arrive at proper conclusions in regard to this material, giving a history of the means we had employed as a committee, showing that we had used all diligence in ascertaining the facts in respect to the safety of the material ; the second part consisted of papers and documents, which were certified to by experts who were employed. These constituted the appendix to the report. You will see from this that the committee itself expressed no opinion of their own as to the fitness or unfitness of this material, for the reason that we did not agree.

By Mr. ROGERS :

Q. State whether or not you are sufficiently acquainted with scientific instruments and tests to enable you to determine whether proper tests were made?—A. Yes, sir ; I claim to be a sufficient expert for that.

By Mr. HOAR :

Q. Have you any knowledge, growing out of your business experience, to enable you to judge of this material, other than that of ordinary practical men?—A. I should answer that question, I suppose, that I have not.

On motion of Mr. HOAR, it was determined as the sense of the committee that the witness is not shown to be an expert in building material.

On motion of Mr. TYNER the witness was directed to send to the committee copies of the papers and reports referred to by him.

Mr. BRADLEY. I read from the minutes of the board of trustees, December 29, 1868 :

"Present : Messrs. Sunderland, Alvord, Anderson, Barber, Bascom, Brewster, Finney, O. O. Howard, Loomis, Nichols, and Robinson."

* * * * *
"Mr. Anderson presented a preamble and resolution, which, being modified and rewritten, was accepted by the mover, and adopted, as follows :

"Whereas, an accident to one of the buildings in process of erection, under the care of the Freedmen's Bureau, known as the hospital building, has occurred, and whereas, the university buildings are constructed of the same or similar material, and doubt and misapprehension exist as to the satisfaction and safety of said material : Therefore,

Resolved, That a committee of five be appointed to cause these buildings to be fairly examined by competent men, and report at their earliest convenience upon the material and construction all facts that may be necessary for this board-to-know-for its action.

"A written request from the Commissioner of the Freedmen's Bureau was also presented and filed, that such a committee of investigation might be appointed by this board, and Messrs. Sunderland, Bascom, Loomis, Anderson, and Finney were chosen the committee."

On the 8th of February, 1869, the records of the trustees show that Messrs. Sunderland, Alvord, Balloch, Bascom, Brewster, Finney, C. H. Howard, Loomis, Nichols, and Robinson were present, and states :

"Dr. Sunderland reported in part verbally the progress of the committee appointed to test the building block, and the results of tests made at the navy yard were given by Mr. Alvord. After much discussion, it was voted that a card presented and signed by the committee, in view of statements published on the authority of the architects of the Capitol and treasury, and others, and asking for a suspension of opinion by the public till the committee complete their investigations, they be authorized to furnish for the press."

On the 15th of February the minutes state that Messrs. Sunderland, Loomis, Alvord, Anderson, Finney, Nichols, Bascom, Balloch, Brewster, Robinson, C. H. Howard, and Stevenson were present, and states :

"Dr. Sunderland presented a written report from the committee appointed December 29, 1868, to investigate and report facts concerning the building block, for action of the board. The report was accepted. The president retired, and called Mr. Finney to the chair. On motion of General C. H. Howard, it was voted to refer the papers to a committee to present a summary of their contents and suitable conclusions or a result to be published. Messrs. Bascom, Robinson, and Anderson were appointed, and, on motion to enlarge the committee, Dr. Sunderland and Mr. Finney were added, to report in one week."

By Mr. WOOD :

Q. The minutes show that a committee was appointed to make a statement for publication; did you see that published statement made as the report of the trustees of the university?—A. My recollection is that I saw it in the Chronicle, but that it was not signed by the members of the committee. I know I did not sign it.

Q. Was that the report as you had drawn it?—A. Oh no, sir; it was a different paper altogether.

Q. Did it come to different conclusions?—A. Yes, sir. I would answer the question in this way: as near as I can recollect it, the statement that was published made this general impression on my mind.

(Statement of witness objected to by Mr. KERCHUR, on the ground that the papers themselves are accessible.)

Q. I understand you to say that the report as published reached different conclusions from those you had arrived at; please state what those different conclusions were.

(Question objected to by Mr. HOAR and withdrawn.)

Q. Did you or did you not withdraw from the position as president of the board of trustees soon after this report was made?—A. Yes, sir.

Q. Why did you withdraw?

(Question objected to by Mr. HOAR, and objection sustained by the committee.)

By Mr. BRADLEY :

Q. State to the committee whether General Howard was advised of the reasons of your withdrawal.—A. These are questions that I could not answer, in justice to myself, unless I could have the opportunity of explaining the events that transpired about that time. I did not meet with the committee, as I now recollect, after that statement was published.

Q. You stated that you were present at the experiments made at the navy yard to test the strength of this material; state if you saw the material crushed.—A. Yes, sir.

Q. Do you recollect at what weight of pressure it crushed?—A. I do not recollect; there were a great many experiments.

Q. Were, or not, these facts and the manner in which the experiments were made, the extent of the pressure, &c., contained in the report you furnished to the trustees, of which you retained copies?—A. Yes, sir.

Q. Describe to the committee the condition of the debris after that hospital building fell down.—A. I did not visit it until two or three days afterward; the workmen were then moving away the rubbish. I saw the building after the walls had fallen; it seemed to me they were a mere heap of sand, disintegrated entirely.

Q. State whether you were a member of the board of trustees at the time the contract for the hospital building was made.—A. My recollection is that all these contracts had been made before, but I may be mistaken about that. The theory I always went on during the time of my connection with the board of trustees was that the board made no contracts.

Q. Had you any conference with General Howard in regard to what was to become of the building after it was completed?—A. I do not recollect that I had any direct personal conversation with General Howard on that subject. I think it was a subject that was talked of in our meetings.

Q. When General Howard was present?—A. I think so.

Q. State what was said on that subject.—A. I cannot remember exactly the language that was used, but the general course of remark was that the trustees expected the government would turn these buildings over to the university. That was the impression, that, when they were completed, the university would receive them as a gift from the government. That was always my impression, and I know that I always felt a delicacy in making suggestions in reference to the construction of the buildings from the fact that I looked upon them as a gift from the government.

Q. In the report made by yourself as president of the board of trustees I find the following: "With the contractor who is employed in the erection of these buildings the board of trustees has nothing whatever to do. It is expected that when completed they will become the property of the university, upon such conditions as a generous and fostering government may impose." Was that report submitted to the approval of the trustees in General Howard's presence, or otherwise?—A. I really cannot tell whether General Howard was present or not; I know that the report was read, and, of course, sanctioned by the board of trustees.

General HOWARD admitted that the report was read in his presence, and to him, in manuscript.

By Mr. KETCHUM:

Q. Do you recollect, during the time of your investigations, that General Howard was on a southern tour and absent from the city?—A. It seems to me that after that first meeting, a minute of which has been read, where we were appointed a committee, that the general was absent. I think he was present at that meeting, and manifested a good deal of anxiety about having an investigation, and that he was about leaving on some tour of inspection or on some distant journey. I forget whether it was to the West or South, but my distinct recollection is that the general was not here at all.

By Mr. McNEELY:

Q. State your opinion of the fitness of this material to use in the construction of buildings, founded upon the tests you had made and upon your own personal examinations of the material.—A. In regard to that, of course I feel a great matter of delicacy—

The CHAIRMAN. The witness will please answer the question as directly as possible.

WITNESS. I will say this: that as a member of that investigating committee I desired to reach the facts of the case.

Mr. PERCE desired the chairman of the committee to direct the witness to confine his statement to an answer of the question.

WITNESS. These facts led me to the conclusion that the material was not fit for building purposes.

By Mr. TYNER:

Q. I believe you said you saw a part of the report you presented, or what purported to be a part of that report, afterwards printed in the Chronicle of this city?—A. Well, sir, it was a statement made up of comments upon certain results which we reached by this investigation and the experts we employed; I think that is the character of the paper. I was dissatisfied because our own report was not published just as we made it.

Q. Do you recollect the date at which that was published, or near the date?—A. I think some time in March, 1869.

Q. Was it about that time that this matter appeared in the Chronicle?—A. I think it was.

Q. Did you preserve a copy of the Chronicle containing that article?—A. I do not think I did.

Mr. BRADLEY read from the minutes of the trustees of April 5, 1869, as follows:

"A letter from Dr. Sunderland, resigning his office as president of the university and as a member of the board of trustees, was received, and, upon motion of D. B. Nichols, the resignation was accepted."

Q. Was this publication in the Chronicle about the date of this resignation?—A. I think it was.

By Mr. ROGERS:

Q. Have you, or not, a pretty large experience in the building of churches, &c.?—A. I have had probably as much experience as any man in town on that subject; I mean in managing and supervising generally, and being responsible for the work.

Q. Did this, or not, lead you to investigate very carefully the materials going into this edifice, for which you, in part, were responsible?—A. Of course; that was one of the questions which were a matter of care.

Q. You state that you have some scientific knowledge of the process by which the durability of this material is determined.—A. I have endeavored to make myself acquainted with it in a general way.

Mr. PERCE presented a motion, to be acted upon after the testimony shall be all in to strike out the question of Mr. McNeely calling for the conclusions of the witness in reference to the building materials referred to, and the answer of the witness thereto.

WASHINGTON, D. C., May 9, 1870.

WILLIAM R. KING sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. I reside in Washington, D. C. ; I am captain of engineers.

Q. State whether you had anything personal to do with the inspection of certain artificial stone or brick sent to the navy yard from the university to be tested.—A. I had.

Q. State to the committee the extent of your personal observation.—A. I was requested by General Howard, also by General Hardy, to make some experiments with these building blocks, and I made the preparations and some alterations in the machinery for the purpose of testing them. I personally superintended the testing of a portion of them, and left the rest in the hands of the experts who are in the habit of making such experiments—Mr. John Holroy and Mr. Bradley.

Q. Did they make their report in writing?—A. Yes. There were three sets of experiments made by them.

Q. Do these reports show fully the process and the results of these experiments?—A. I do not think they show the details of the process, but they give the correct results of the experiments. The process was simply crushing the brick between cast-iron die-plates.

Q. By direct pressure?—A. Yes. The bricks were prepared in different ways for that purpose. We tried different ways in order to get as nearly correct results as possible.

Q. Can you speak from memory as to what is the power of resistance of granite?—A. I think it is about six or seven tons to the square inch.

Q. Did you superintend any experiments outside of those which are included in the report to General Hardy?—A. Yes; I think that was exclusive of that which I made for General Howard.

Q. Were there three separate sets of experiments?—A. Yes.

Q. One for General Hardy, one for General Howard, and one for whom?—A. The committee of trustees, or Dr. Sunderland.

Q. Do you recollect the comparison between that material and ordinary brick, as to the power of resistance?—A. I cannot state it exactly. It was less than that of red brick. The patent brick is of different size from the ordinary brick, and a great many considerations are to be taken into account. I think there was only one red brick crushed in these experiments.

Q. As to these patent bricks, what was the result in regard to crushing them?—A. They were crushed.

Q. Did you make any experiment as to the cohesion of these bricks when wet or exposed to moisture?—A. Yes; there was one put under a stream of warm water and crushed after that.

Q. Was its power of resistance less or greater?—A. Less.

Q. Did you examine as to the composition of the three several sets of patent brick for the three different experiments, as to whether they were alike or not?—A. No, sir; I simply experimented on those bricks that were sent to me.

By Mr. Wood :

Q. What conclusions did you reach in those experiments as to the strength and durability of the patent brick as compared with ordinary brick?—A. The resistance was less than that of ordinary brick; but on the whole subject, I do not know that I can give an opinion with my present knowledge of the subject. I have not examined into it particularly.

Q. Did you submit this block which was subjected to warm water to any tests afterwards?—A. To the simple crushing upon it.

Q. What effect had the water upon it?—A. It had the effect to soften it.

Q. To what extent?—A. I do not recollect the exact figures. Its power of resistance was considerably less.

Q. Would it, in your opinion, have been fit to put into a building?—A. Not in that condition.

By Mr. BRADLEY :

Q. How long have you been in service in the corps of engineers?—A. Since 1863.

Q. You have had some experience on public works?—A. Yes, sir; a little.

Q. Did you ever know this material to be used in any public work?—A. No, sir; I do not recollect at this time. There is a similar material—whether the same or not, I do not know—which is being considerably agitated at present. It is a French process.

By Mr. HOAR:

Q. Would the resisting power of a number of brick, burned at the same time in the same kiln, be uniform, if subjected to your test?—A. I think not. In fact, the best manner of testing any building material shows great variations in the result.

By Mr. PERCE:

Q. What would be the pressure per square inch on the brick used in such a building as the Howard University, laid on the foundation wall?—A. That is a very difficult question to answer. The more experiments that are made, the more we have reason to distrust their absolute results. These experiments do very well to show the relations between different materials, but there are questions which can hardly be solved in that way. We can hardly say that if one square inch sustains a certain amount, two square inches will sustain twice the amount. That is a question in doubt.

Q. The pressure on any of these bricks laid on the foundation wall of the Howard University would be very much less than the pressure which it sustained in your experiments before being crushed?—A. Yes, sir.

Q. The bottom brick sustains the entire building; but is the pressure on that bottom brick as great as the pressure which the brick sustained in your experiments?—A. Very much less—not one-tenth. That would imply, however, that the walls are perfectly level and bearing the same on every side.

WASHINGTON, D. C., *April 29, 1870.*

GEORGE E. VAN DERBURGH sworn and examined.

By Mr. WOOD:

Question. State your residence and occupation.—Answer. I reside in New York City; I am the inventor of the patent building block and president of the American Building Block Company; I am engaged in that business.

Q. Did you ever sell the right to use that invention to any parties in the District of Columbia; and if so, to whom and when?—A. I made such sale; I have a contract here, showing to whom and when it was made.

(The contract was here introduced in evidence as follows:)

“Whereas the American Building Block Company of the city, county, and State of New York are the owners, through proper assignments, which have been properly recorded, of certain letters-patent of the United States of America, and of the invention secured thereby, for the production and treatment of building blocks, stone, marble, &c., and of processes and machinery connected therewith as follows, viz: The patent issued to Ambrose Foster, bearing date January 16, 1855, and numbered 12,264, for an improved building block, “the reissue, No. 1676, made to the New York Quartz Company, May 17, 1864, of the original patent granted May 29, 1860, to George E. Van Derburgh, for an improvement in the manufacture of artificial stones; the four patents issued to George E. Van Derburgh, and bearing date July 11, 1865, viz: No. 48,744, for “improved artificial building block;” No. 48,745, for “improved silicated building block;” No. 48,746, for “improved artificial stone;” and No. 48,747, for “improved solution for saturating natural and artificial stone;” the patent issued to the American Building Block Company, bearing date the 17th July, 1866, and numbered 56,496 for a machine for molding materials admitting of cohesion; the two patents to George E. Van Derburgh, bearing date the 19th February, 1867, viz: No. 62,165, for improved composition for artificial stone, and No. 62,166, for improved artificial stone for building, and have also the full and entire right and privilege under and by virtue of a license from the New York Quartz Company, for reducing silicates to a liquid or gelatinous state, for the purpose of applying and using the same in the production and treatment of artificial stone, marbles, &c., but for said purposes only, and of using the improved apparatus for treating silicious substances under the patents granted May 29, 1860, to George E. Van Derburgh, and reissued to said New York Quartz Company on the 17th day of May, 1864, and numbered 1674 and 1675; and whereas O. O. Howard, C. H. Howard, J. W. Alvord, Henry A. Searle, E. Whittlesey, and D. L. Eaton, of the city of Washington, D. C., are desirous of obtaining a license to make, use, and sell said inventions and the products of said inventions in the District of Columbia: Now, therefore, this indenture witnesseth that, for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the further sum of ten thousand dol-

lars, payable as follows, viz: Seven thousand five hundred dollars on the delivery of these presents, and two thousand five hundred dollars, payable from fifty cents on each thousand blocks of two hundred cubic inches, as they are manufactured, and until such payments equal the sum of two thousand and five hundred dollars as aforesaid, the said American Building Block Company do hereby give, grant, and convey unto the said O. O. Howard, C. H. Howard, J. W. Alvord, Henry A. Searle, E. Whittlesey, and D. L. Eaton, their representatives and assigns, the full and entire right, title, license, and privilege to use within the aforesaid territory, and not elsewhere, the inventions described in and secured by said letters-patent, as hereinbefore mentioned, or otherwise held by said American Building Block Company, as hereinbefore specified, and also any and all extensions of said patents to the full end of the terms and extensions of said patents, and also to make and sell the products of said inventions, and the right to use and sell the processes and machines therein contemplated within the original boundaries of the District of Columbia as first laid out, covering ten square miles, and including the cities of Washington, Georgetown, and Alexandria, but in no other place or places whatsoever, and the said American Building Block Company shall and will at any time hereafter, at the request of the said O. O. Howard, C. H. Howard, J. W. Alvord, Henry A. Searle, E. Whittlesey, and D. L. Eaton, or their assigns, make and execute all and every such further and reasonable acts, conveyances, and assurances, for the better and more effectually vesting and confirming the rights and privileges hereby granted, or so intimated to be, in and to the said O. O. Howard, C. H. Howard, J. W. Alvord, Henry R. Searle, E. Whittlesey, and D. L. Eaton, or their assigns, or their counsel learned in the law, shall be reasonably requested.

"In witness whereof the said American Building Block Company have caused their corporate seal to be hereunto affixed, attested by the secretary, and this instrument to be executed by their president.

[SEAL.] -

"AMERICAN BUILDING BLOCK CO.,
"By G. E. VAN DERBURGH, *President*.

"Attest:

"WILLIAM RADCLIFF, *Secretary*.
"O. O. HOWARD.
"E. WHITTLESEY.
"D. L. EATON.
"HENRY R. SEARLE
"C. H. HOWARD.
"J. W. ALVORD.

"WASHINGTON CITY, D. C., *May* 4, 1867.

"Witness: DAVID A. BURR."

By Mr. WOOD:

Q. Did you receive the money for this in Washington or New York?—A. In New York.

Q. Who drew the check, or in what form was it paid?—A. I think in the form of a check; I have no distinct recollection as to that; it was received by my secretary.

Q. Who is your secretary?—A. William R. Radcliff.

Q. Who was your agent at the time?—A. David A. Burr; he is a lawyer, living here in Washington.

Q. Burr is the gentlemen who negotiated the sale?—A. Yes, sir.

By Mr. KETCHUM:

Q. Are you acquainted with a material called the American building block, and its manufacture, and character, and value?—A. I have a pretty fair knowledge of it, sir.

Q. How long have you been connected with it?—A. About six years.

Q. How is it made?—A. The formula requires to employ sharp clean sand; this has to be mixed with caustic, finely ground lime, and confined in an air-tight cylinder; it is revolved in the cylinder, and steam at as high a temperature as can be obtained is admitted to the cylinder while the mixing is going on; the result of this is the caustic lime, being an alkali, acts upon the sand grains and dissolves a portion of the sand, and thereby produces slacked lime—a thing indispensable in the formation of stone, whether natural or artificial, I was inclined to say; then it is taken out and molded into any form desired, by percussion. The stone thus made, following the formula strictly, will be, perhaps, as enduring a stone as there is on earth, if I have read myself up correctly in the matter, and I have studied little less for five or six years.

Q. How long after its completion is the stone fit for use?—A. That will depend upon the season of the year in which it is manufactured. When blocks are made late in the fall and cold weather comes on, very little chemical change in the composition takes place; it remains sand; it does not "set," as the builders say. Under such circumstances, if it were to remain frozen it would be found in spring in about the same con-

dition as when the frost first attacked it; therefore blocks should be made early in the season; they should have an exposure before the frosts set in of from sixty to ninety days; six months would be better, and a year better yet.

Q. How long is it before you consider it safe to use it?—A. I should say in about three months; I have known it safely used in three weeks where good material was employed. You will understand that they will harden as well in the wall as out of it.

Q. Do you know anything of their use in buildings in this country?—A. I do.

Q. In what parts of the country?—A. I could enumerate a great many places; we have more than a hundred buildings now to refer to.

Q. Where?—A. In Pennsylvania, in New Jersey, in New York, in Connecticut, in Massachusetts, in Rhode Island, in Illinois, and in Texas.

Q. How have they stood—these buildings to which you refer?—A. Generally, sir, to the satisfaction of all parties interested.

Q. Do you know anything of the church at Morrisania, in Westchester County, that was built of such material?—A. I know it perfectly well, sir.

Q. Did the spire of that building fall into the tower?—A. It did.

Q. Do you know anything of the circumstances?—A. I think I understood them pretty fully.

Q. Will you state them?—A. I gave that building and the circumstances attending the fall of the spire a thorough investigation. It was built of this material exclusively, trimmings and all. I satisfied myself as to what was the cause of the fall of the spire. I called on Mr. Renwick, a celebrated architect from New York; also on Mr. Patterson, a man well known in science there; also on Jardine Brothers. I got them to go up to Morrisania and look at the building, at separate and different times. They examined the building, the thickness of the walls, the manner of construction of the spire, &c., and obtained such pictures as enabled them to arrive at a correct conclusion; each separately made a report to me and the committee of the church. Their report briefly was this: the church was plum and sound, and stood erect, and they saw no weakness about the building anywhere, but they declared the architect to be greatly at fault, in putting a spire that would weigh fifty-five tons on a ten-inch wall, fourteen feet high.

Q. What was the height of the spire?—A. One hundred and thirty-one feet and some inches.

Q. Of what material was it constructed?—A. Of this building block material, of blocks about eighteen inches long made in an angular form, so as when fitted together they would build an eight square spire. The upper section was fourteen or fifteen feet high; the wall below that was fifteen inches thick; but further up only ten. Upon this, being a square, they undertook to construct an octagon spire.

Q. What did they set across the walls upon which to carry up the octagon from the square tower?—A. Simply blue flagstone, laid from corner to corner, and corbel work under them. They first made the corbel work, and upon this placed blue flagstone; thus practically bringing the whole immense pressure from the weight of the spire upon the sides of the walls below those flagstones.

Q. Was there any support under the angle of the tower to those stones that so upheld the spire?—A. There was no support from the angles, but from the points where the bluestone rested; there was corbel work under the end of the bluestone; the corbel rested against the ten-inch wall; and the pressure upon it, and the weight upon it, caused a pressure outward, horizontally against the ten-inch wall.

Q. Did the spire open and was the spire "telescoped," as we call it? Please describe it.—A. The theory of every expert that examined it favored that hypothesis. The accident was seen by no human eye; it occurred about 3 or 4 o'clock one Sunday morning. The indications round about the debris indicate that that was the way in which it occurred. None of the material was thrown far from the base, the bottom stone of the spire was found on the base of the tower; and the top stone of the spire, three feet long, an ornamental affair, had toppled over and lay there close by the side of the church; there was no debris thrown into the street of any account, although the church stood within twelve feet of the street.

WASHINGTON, D. C., May 4, 1870.

GEORGE E. VAN DERBURGH—Examination continued.

By Mr. KETCHUM:

Question. Have you with you any drawing or outline of that spire, which you could show the committee?—Answer. I have here the mere face of it, sir.

Q. Were you ever at the church?—A. Yes, sir; I went to the place on hearing of the fall of the spire.

Q. Did you make any examination into the facts and circumstances connected with its fall?—A. I did.

Q. Please explain, in your opinion, as the result of your examination, what was the cause of that fall? how was the spire supported, where did the tower yield, in what direction was the pressure, and in what manner did it operate?—A. That little tracing [which witness placed before the committee] was drawn by Mr. Markham, an architect, to show where the point of thrust from the spire would come upon the tower. The top of this tower had been tied together with flat bars of iron, an inch and a quarter wide, through which iron bolts, eighteen inches long and seven-eighths of an inch in diameter, were inserted. These iron bars lapped over each other at the ends. This tie was in the wrong place, if only one was to be used; it should have been at the point of thrust indicated in this tracing. This was the only strengthening the tower had in the shape of ties, to sustain a weight of fifty-five tons. While it was proper to have it tied where it was tied, it should also have been tied all the way down to the point of thrust, or the place where the greatest pressure outward came upon the wall.

Q. How far was this point of greatest outward pressure below the base of the spire?—A. About eight feet below. There it came upon the inside of this ten-inch wall, fourteen feet high, and having no support whatever.

Q. Had there been a binding or tie across the tower where the point of greatest pressure was, eight feet below the base of the spire, would the material of the tower have sufficed to sustain the weight of the spire?—A. In my opinion, it would have been amply sufficient. The thrust of the spire was outwards; and, though the walls of the tower had been made of iron blocks, they must have yielded to that pressure from the oscillation of the spire; for all spires oscillate more or less in high winds. The wall should have been two feet thick, instead of ten inches, no matter of what material composed. Then, the whole spire rested upon those blue stone, measuring, at their thickest, not to exceed three and a quarter inches, and running down to two inches, supported only by corbels under them, having their base against this ten-inch wall, except where it had a catch of five inches upon the centers of the four sides of the wall.

Q. What was the length of those blue stones?—A. They measured, on the longest side, about seven or seven and a half feet. You will understand that they were triangular; had to be of that shape in order to fit the corners of the tower where they were placed. Those stones had been condemned by the builder before being put into the tower, and rejected once, on account of being too thin.

Q. Do you know or have you heard of the putting of this material—your building block—into water, and the crumbling of it afterwards? and, if such has been the result, will you explain the reason of it?—A. I have, sir; I read the testimony of Mr. Mullett.

Q. I don't ask you in regard to any testimony given here. Do you know of any experiment of placing the building-block in water, and its crumbling? and, if so, explain how it comes about.—A. Perhaps the best way to illustrate that would be to refer to another material of a somewhat similar character. For instance: If you should take a burnt clay brick—supposing it were a new thing, under a patent; the manufacturer is instructed what to do to make that burnt brick. Now, if the manufacturer, in making it, should stop short of the burning, and take it when simply dried in the yard, before it went to the kiln at all, and put it into a bucket of water, he could wash it all to pieces in a minute. So with this building block when it is first made, and before any "setting" has taken place, (and setting is a slow process in the latter part of the season, for little chemical change takes place then.) After that building-block has been made a week, it may have a crust not thicker than that paper; break through that crust, and you can wash it away in half a minute. It is then simply sand and lime without cohesion. But when the material is set, it cannot be washed to pieces.

By the CHAIRMAN:

Q. What do you mean by saying you read Mr. Mullett's testimony? where did you read it?—A. I only referred to what I saw in the newspapers; that is all.

WASHINGTON, D. C., May 6, 1870.

GEORGE E. VAN DERBURGH—Examination continued.

By Mr. KETCHUM:

Question. Do you know the building called the Howard University?—Answer. I do.

Q. Did you see it in process of construction?—A. Yes, sir; I saw it for the first time before the foundations of the walls were finished.

Q. And you saw it afterwards, during the process of construction?—A. Several times.

Q. Of what material is the superstructure of the wall of the building?—A. It is built of a block which we designate the American building block.

Q. What is your opinion as to the strength and durability of the precise material of which that building is so constructed. I refer to the very blocks actually used in the wall?—A. I think the material is abundantly safe, abundantly strong for all purposes required of it, and it is growing stronger and stronger every day, every hour, and every year.

Q. Have you examined that material at any time since the completion of the building?—A. I have; and I recently made a thorough examination and inspection of the building.

Q. With what result?—A. I found it in a most perfect condition; to me astonishingly so, no matter what material had been employed. There is less settling, less cracking of the walls, indeed scarcely any cracking of the walls is visible anywhere. I never have seen a building of that magnitude which shows so little settlement, and so little cracking in the interior walls, as is shown in that building. The building, to me, is most eminently satisfactory.

Q. Do you know where that particular material was manufactured?—A. I do.

Q. Did you supply any skilled men to the parties who manufactured that material, for superintending the manufacture?—A. I did.

Q. Did you know the hospital building, the walls of which were erected and which fell?—A. I did.

Q. Did you see it at any time during its construction?—A. I saw it only immediately after the end walls of the center building had fallen out. I saw it within a week after that.

Q. Did you then make an examination of it?—A. I did very thoroughly.

Q. There were exterior walls and there were interior walls, were there not?—A. There were.

Q. Describe the cross-walls, and where they were.—A. There were two walls running across the building. I believe they were sixty-four feet long, forming the hall; each of these walls was ten inches thick.

Q. How far were they apart?—A. I should judge about eight or ten feet apart, forming the hall.

Q. In what part of the building, as between the two walls of it, were these walls?—A. They were in the center of the building, according to my recollection.

Q. When you saw the building, what had fallen, and what still remained standing?—A. The two ends against which these hall walls rested, I found, had fallen outwardly.

Q. Might they be called front and rear walls?—A. Yes; the one was fronting east, and the other west. The center building projected two feet in front and rear over the other buildings—the wings as you may be pleased to call them, on either side.

Q. There were two wings and one center?—A. Yes. The center was formed by a projection two feet on each side.

Q. Did you state what portion remained standing?—A. The building was intact so far as the extreme buildings—the wings—were concerned; and the center walls seemed to have been, in my mind, pushed out.

Q. You mean the front and rear walls?—A. Yes, sir.

Q. You do not mean the interior wall?—A. No, sir.

Q. And the partition walls, did you say that they were standing?—A. Most of them. Some of them had been crushed by the falling timbers.

Q. Did you make an examination of the whole with a view to discovering the cause of the walls falling?—A. Yes; that was the sole cause of my examination.

Q. State what was the result.—A. After learning all the conditions connected with the weather, and the laying of the blocks in cold weather—

Q. State those conditions as you go along.—A. These walls were laid up in cold weather. When I saw it, it was in the month of February, and probably the walls were laid principally in the months of December and January. The mortars in our climate (I speak of New York) scarcely ever set in winter; and I suppose that, to some extent, the fact is also present here in regard to the prevention of the setting of mortars in winter. It is almost an invariable custom in New York, in putting up a brick building there, to brace it, in order to guard against the pressure of the frost, brought about by wetting the mortar joints, and by their expanding and forming a kind of leverage to push the walls over.

Q. Do you mean their expanding by frost?—A. Yes, by frost. Many of the joints are large, and the water, when it freezes, expands to that extent that it throws down houses frequently in winter.

Q. What do you mean by bracing?—A. Setting heavy timbers across the sides of the wall, in order that, when the wall is pushed over with the expansion of the frost, it may be pushed back to its straight position again, and prevented from falling. I will give you an illustration: A friend of mine, passing along a street in New York, noticed the walls of a building inclining, and went in and told the workmen that the wall would fall before night unless they braced it. He got hold of the builder, who noticed it then for the first time. It had been in that condition for a number of days, but he had not observed it. He immediately braced it thoroughly, and collected all

the shavings about the building and heaped them up in the inside of the wall, and set fire to them from the top. By this little simple process he took all the frost out of the wall, and the wall was pushed back into its position.

By Mr. BRADLEY:

Q. Were the timbers in?—A. No, sir, the timbers were not in; but if they had been it would have made no difference; the walls would not have been sufficiently tied by the joists.

By Mr. KETCHUM:

Q. Please to proceed with the wall in question.—A. My theory is, that these sixty-four feet of cross-walls, having heavy coarse mortar joints, being entirely saturated with water, (for there had been a recent rain, followed by a severe freeze,) were expanded, and were pushed so hard by the expansion of the mortar that they either fell over or slid off, for the mortar was exceedingly slippery. I noticed the mortar particularly, and it was a slippery mortar.

Q. Do you mean that the cross-walls expanded in the length, crushing out the front and rear walls, and making them fall?—A. Yes, sir. I have not the least doubt of it; neither has any scientific architect whom I have consulted on the subject. I am informed by Mr. Peterson, one of the most scientific architects in this city, that the same thing occurred in the Smithsonian Institute when it was first built. That building is of red brick and Seneca sandstone. The walls fell in all directions there, because, he says, the building was arched in all directions; hence, the leverage was in all directions, and that pushed the walls out in all directions.

Q. Had the roof been on that building yet?—A. No, sir.

Q. State the comparative action of the atmosphere in process of time on this building block, and on marble and sandstone?—A. It is a well-known fact, to all men who have given the matter consideration, that carbonic acid floating in our atmosphere is the great destroying element of all our building materials. It destroys paint and iron, and operates rapidly on all the free sandstones and on many classes of marble. It very rapidly disintegrates and decomposes them, in connection with the action of water, which is also charged, more or less, with carbonic acid, as it passes through the atmosphere. It operates slowly even on granite, and does decompose and disintegrate and wear away the granite. But is a matter of history, and a chemical fact, that the mortars that bind granite in a building have stood from six hundred to one thousand years unworn by the effect of time. This fact is well known. I have not seen it myself, but I have read of it and have been informed by men learned in antiquarian researches that it is so. Chemically, of my own personal knowledge, I know that that should be a fact. The laws in regard to mortars are imperfectly understood by the practical workers in mortars.

Q. State the operation of the atmosphere on the building block.—A. As I said in the first part of my examination, we get a hydrated silicate of lime by our process of manipulation. After our block being formed, it takes in, from the atmosphere, carbonic acid. That carbonic acid recarbonizes the unappropriated portion of the lime and gives us a double hydrate and carbonate of lime, which gives us the bond in mortars as well as the bond in this block, which is nothing more nor less than a well-made improved mortar. This process goes on for a period of time beyond anything that I have knowledge of, perhaps for fifty years before the whole of the free lime is completely re-carbonized. But in the meantime there is another important change going on. We are getting hydrated crystallization. A portion of the water that enters that block, either by absorption from the damp atmosphere or from the rain, is taken up in the form of crystallization, and the block grows in weight while it does not grow in size. The pores are filling up, and will become ultimately non-absorbant. That process is the very process which destroys marble, brownstone, and, in fact, all the stones that nature forms. It happens so that we rely, to make this an indurated, everlasting stone, on the very elements that destroy all other classes of stones. If this is not true, chemistry is at fault. If it is not true, history misinforms us of the nature and durability of a well-made mortar which the Romans knew how to make.

By Mr. WOOD:

Q. Did you come on here at the time this hospital building fell?—A. I did, directly afterwards.

Q. How soon after?—A. Within a week, I think.

Q. Did you examine the material in its condition at that time?—A. I did.

Q. What was your opinion at that time as to the nature of the material and as to the cause of the accident?—A. When I first got sight of the building I discovered that it had a sort of salmon tint or cream color, and I thought that the material employed contained some clay in the admixture of the sand, and that, therefore, the block had not set as rapidly as it would have set if it had been made according to the formula of clean, sharp sand. I had had experience of that, and knew that the clay would act as a barrier to the rapid setting of the block. I thought they had been imprudent in

using blocks so freshly made, and particularly in the winter season, when there is very little chemical action taking place, if any. I tested the block in a crude way, and my opinion was then, and is now, that if the building had had a cover to it, it would have been standing there to-day. My opinion was, and is now, that the building was thrown over by the action of frost in the expansion of the cross-walls, and by the mortar being unset. It was probably not prudent to have used that material so soon; but it having been used, and as the other parts of the building all stood intact, I believe that that part of the building would have also stood intact had it not been for these levers acting on it in their expansive force.

Q. Did you not tell me in the hall, when you arrived here, that the difficulty was that the material was too new, and that it was put up improperly?—A. Yes; it was put up too new. I believe it was thrown over by the action of the frost and by the non-setting of the mortar in the winter season. I believe that the material should not have been used so new in that season of the year.

Q. Was it made properly?—A. Doubtless it was made properly; but the clay should have been excluded from the material, although, ultimately, I believe a small admixture of clay makes a better block.

By Mr. BRADLEY:

Q. You say that you sent experienced workmen here to manufacture this building block?—A. We sent two experienced men. Mr. George Vanderbilt came here and started the work. He remained here not many months. Then Mr. John Shelley, another man who had been in our employment as manipulator and engineer, came and took his place. He was here about a year, I think.

Q. Of course you have no personal knowledge in regard to the manufacture of the blocks used in that building.—A. Except as I was occasionally (perhaps as many as three times) inside of the manufactory during the time the work was progressing.

Q. When you then made examination did you discover that they were using unfit material?—A. No, sir; they were not using unfit material. Their block, I thought, was as good as was made in any part of the country, because they were using bright, clean sand; but the deeper they went the more clay they found, which they mistook for oxide of iron.

Q. After the walls fell, what was the condition of the broken material?—A. Much of it was crumbled into sand.

Q. Did it not show very clearly that it had not set?—A. It was not set except on the surface.

Q. How thick was the scale or surface?—A. I should not think that it was more than one-eighth of an inch.

Q. Did you take away any of that material to make an examination of it?—A. I did.

Q. State the result of that examination, whether the brick washed away easily or not.—A. You could wash the inside of that block out immediately.

Q. Did you examine it to see what proportion of other material was in it besides sand and lime?—A. I did.

Q. State about what proportion there was of extraneous matter which should not be there?—A. I think I got out about a teaspoonful of alumine from four ounces of the block, which I carefully washed at my hotel.

Q. What would be the size of four ounces?—A. It would be about the size of one of those ink-stands.

Q. Is not this alumine a great absorbent of water?—A. Yes; dry alumine will take a very large amount of water.

Q. You described these interior cross-walls as having very heavy courses of mortar?—A. Yes, very heavy joints. For outside work we desire to have the joints as close and fine as possible. It would be better, doubtless, to have the joints fine inside too; but they rush the work along, and put in coarse joints and lay them unevenly, because they expect a coat of hard finish to be put on.

Q. In reference to these particular walls, state from your own observation what was the fact in regard to the quantity of mortar used—whether or not it was in excess of the ordinary amount?—A. I should think it was in excess.

Q. Did you examine that mortar?—A. Yes.

Q. Was it made of the same sort of sand as the block was?—A. I was informed that it was; indeed, I know that it was, for I saw the sand lying about there.

Q. In making your block, ten per cent. is of caustic lime?—A. From eight to ten per cent.

Q. In making mortar for stone work, or even for brick work, what is generally the proportion of lime used with sharp sand?—A. About one-third, I think.

By Mr. McNEELY:

Q. What time elapsed between the making of this block and its being put into the walls of this building?—A. I can only answer from hearsay; I have no knowledge of the fact.

Q. What time should have elapsed before it was put in such a building as that?—
A. At least ninety days, although we have used the blocks in two weeks, and they have stood firm, when they were made of pure materials. But it is safe to wait three months.

By Mr. HOAR :

Q. When was this building block brought into use in this country?—A. In 1855 or 1856.

Q. Is it an American invention?—A. It is.

Q. How extensively has it come into use?—A. There were a large number of buildings erected of it, as I was informed by the inventor. I have no personal knowledge of the fact, but I have personal knowledge of more than a hundred buildings which I can count up now, many of them first-class, in New York, in Connecticut, in Massachusetts, in Rhode Island, in New Jersey, and in various portions of Pennsylvania.

Q. Is it in use in the West?—A. Yes, in Chicago.

Q. I am requested to ask whether Mr. Foster was the inventor.—A. He was originally.

Q. And whether he put up a building of it in this city twenty years ago.—A. That I have no knowledge of. We own Mr. Foster's patent altogether, but we do not use it. Our improvements have superseded his plans.

Q. Before the erection of Howard University, was there any public building constructed of that material?—A. I do not recollect whether the college at College Point, Long Island, was constructed before this, or immediately after, or about the same time. There is a very fine college building there, which is eminently satisfactory. There is a very splendid house above that, at Astoria, owned by a gentleman named Detmar, eighty by fifty, built of the same material. There is another just above that, owned by Mr. Hicks, sixty feet square and four stories high. There is another near by, at Sand's Point, and there are two or three along the banks of the Hudson River. Wood & Son have a large manufactory at Wellesly, sixteen miles out of Boston, built of this material. The tower over the center building is eighty-four feet high. The chimney stack, which stands across the street, is about one hundred and two feet high, built about seven years ago. I think it is the handsomest piece of architecture in the country.

Q. What do they manufacture there?—A. Colors for painting. They are also manufacturers of this building block. The walls of the chimney stack are one hundred and two feet high and twenty inches thick. They are about twelve feet square. The walls of the building are ten inch walls. It is a three-story building, I think. (Witness exhibits a photograph of the building.)

Q. Is there any other building of this material that you think of?—A. The building of the Young Men's Christian Association at Chicago was reported to have been built of this block, and I am told that it was a very handsome building. It took fire and burned down, and then there was a great hue-and-cry about the American building block. But the fact was that the building was first built with a twelve-inch brick wall, and was afterward lined with American building block. The twelve-inch brick walls were sandwiched with five-inch block on the two sides, and the wonder was that a wall of that kind could fall. Nobody could account for it.

Q. Have you any knowledge of the reputation of that building material at the time the Howard University was put up, among persons who had used it themselves in building; was it good or bad?—A. Good; unimpeachable, I believe.

Q. I speak of persons who had themselves tested it as architects or others.—A. They were entirely satisfied with it. Everybody who ever used it would use it again under all the circumstances, and under every circumstance. The general reputation of it was good, and is good now where it is known.

By Mr. McNEELY :

Q. What you have said about this building in Chicago is not from your personal knowledge?—A. No, sir; it is from a letter from the architect.

Q. As to this building here in Boston?—A. That I have seen.

Q. Do you know that the walls of that building are only ten inches thick?—A. Only from information.

WASHINGTON, D. C., May 6, 1870

CHARLES W. PERKINS sworn and examined.

By Mr. WOOD :

Question. State your residence and occupation.—Answer. I reside at 1523 Eighth street west. I am a builder.

Q. Have you ever been in any way employed by the Freedmen's Bureau, or by any

authority under that bureau?—A. I have. I commenced, I think, the 1st of November, 1867. I had transacted business with General O. O. Howard previous to that, superintending the buildings and attending to other matters for him. I think I first commenced to transact business with him in May, 1867.

Q. Did you ever have any negotiation with General O. O. Howard for the construction of some small houses on the university grounds?—A. Yes, sir.

Q. State when that occurred.—A. It was in 1867. I could not tell just what month. It was after the purchase of the land by the university.

Q. Where were these buildings to be constructed?—A. On a portion of that tract. I think there were about six. It was in the line of a continuation of Sixth street.

Q. State the nature of the negotiations; for what purpose the buildings were to be constructed; whether on private speculation of General Howard, or otherwise.—A. I constructed the buildings for himself. They were small. He built them to sell, I suppose. There were about four or six of them.

Q. You were then employed by the Freedmen's Bureau?—A. I was not, then. I knew no one but General Howard in the case.

Q. What was the cost of these six buildings, to the best of your recollection?—A. I could not tell now. I think the general furnished the brick. They did not cost a great deal.

Q. Of what material were they built?—A. Of the gray block, made on the premises. The lumber I got from Mohun's lumber yard.

Q. Was that before General Howard built his own residence, or about the time?—A. It was before his residence was completed.

Q. He furnished the building block on the ground?—A. He paid for the block.

Q. Did he pay you personally, or did the money come from some other source?—A. He paid me personally.

Q. Did he pay you in bills or in checks?—A. He gave me checks on the Freedmen's Savings Bank, and his individual note when we settled up, for, I think, about \$90, which was paid at maturity.

Q. After you became connected with the bureau what were your duties?—A. Superintending the buildings, purchasing building material wherever I could purchase the cheapest and best.

Q. Did you have anything to do with the purchase of the lumber which was subsequently used upon this block of buildings below the Capitol here?—A. I purchased most of it; I purchased a part at Mohun's, and the rest, with the lumber for the houses near Lincoln Depot, came from Bangor.

Q. What do you know about that Bangor purchase?—A. I know nothing about it.

Q. Did you not go there?—A. On a dispatch from Mr. Foster I went to Maine. I bought a large amount of doors and sashes in Boston, at the corner of Market Square and Seventh street.

Q. Was this lumber that came from Mr. Foster the lumber used under you when you were in charge?—A. Yes, sir.

Q. Did you see the lumber at Bangor before it came here?—A. I saw two vessels loaded at Bangor.

Q. Did you see Mr. Foster there?—A. I did; I was at his office.

Q. What was his business?—A. He was a lumber merchant.

Q. Did you examine the lumber there before it came here, as to quality?—A. No, sir; I had no chance to examine it.

Q. Was that your duty?—A. It was not my duty.

Q. Did you examine the lumber after it came here?—A. Yes, sir; I had it taken from the vessel and hauled wherever it was wanted.

Q. What was its quality?—A. Most of it was a very good quality of spruce lumber. We had one or two cargoes of inferior lumber, but that came at a less price. I think I had bills of lading for all the lumber, showing the price paid.

Q. Was this inferior quality good enough for the purposes for which it was wanted?—A. Yes, sir.

Q. Do you know Mr. Fahey, who furnished the sand for these buildings?—A. I do.

Q. Had you anything to do with making a contract for furnishing this sand?—A. I made the contract under directions of General Charles Howard.

Q. When you say you made your contract, do you mean that you made a verbal arrangement or a written contract?—A. I made a written contract, for which I gave bonds to furnish sand at 98 cents a load of fifteen bushels.

Q. Have you that contract, or a copy of it?—A. I think I have; I am not sure.

Q. State the quality of the sand furnished by Mr. Fahey?—A. It was extra quality sharp river sand.

Q. Do you mean that it was a good article?—A. Yes, sir; it was washed sand.

Q. Do you know whether that contract was broken with Mr. Fahey; and if so, can you state why it was broken?—A. It was broken, I could not tell you why. I was asked once to have him stop furnishing sand for the buildings.

Q. Who asked you?—A. General Charles Howard. I asked him why. He said,

"We can furnish sand as cheap, or cheaper, than they can furnish it." I replied that his sand was loam sand, and would not do as well.

Q. What do you mean by "his sand"?—A. The sand he would furnish.

Q. How came you to know what sand he could furnish?—A. I know it was to come from either one of two places—either from the Barry farm, which was too distant to haul, or from the university farm. I had seen that sand and used it previously.

Q. You told General Charles Howard that it was not good?—A. I told him that we might mix it with river sand.

Q. What did you do or say when this contract was broken?—A. That evening an orderly came round with a dispatch, ordering me to notify Mr. Fahey that no more sand was wanted from him. He had just got a scow load around the Eastern Branch, and I went up the next morning with Mr. Fahey and asked the general to let him furnish that scow load, if no more.

(This testimony objected to by Mr. PERCE unless connected with General O. O. Howard. Mr. KERCHUM also objected to the testimony.)

Q. You remonstrated with General Howard as to the breaking of this contract; what took place when you told him of the scow load that had been brought round?—A. He told me that if he had a scow load up there to let him furnish that and no more. That ended Mr. Fahey's furnishing this sand.

Q. Did you then get sand from elsewhere; and if so, where from?—A. The next day I received a copy of a contract with Albert Gleason for the hauling of sand. The contract was made with Major S. M. Clark by orders of General Charles H. Howard.

Q. Do you know anything as to the quality of the sand that came after Mr. Fahey's contract was stopped?—A. Most of it was very poor quality.

Q. What did it cost as compared with that furnished by Mr. Fahey?—A. It cost more. The cost was either \$11 25 or \$11 75 a hundred bushels, which, at fifteen bushels to the load, would make the price nearly \$2 a load. They made a mistake in the contract. The contract specified eight bushels to the load, when it should have been fifteen.

Q. That mistake was in whose interest?—A. In the interest of the gentleman who hauled the sand, Mr. Gleason. I have a copy of his contract.

Q. This sand, as I understand you, came from two sources, one from the Barry farm and from the university grounds?—A. Mr. Gleason's first contract was to haul sand from the Barry farm, but I went over there and found we could not get sand so as to make it pay. Then they took it from the university grounds, and it was all taken from the university grounds after that.

Q. Did they or not bring a great deal more sand there than was wanted or required?—A. Yes, sir.

Q. What was done with it?—A. It was sold after I left the bureau.

Q. Did you not sell it?—A. No, sir.

Q. Or have anything to do with selling it?—A. No, sir.

Q. Did you offer it for sale?—A. I did not.

Q. Do you know what became of it?—A. I do not know the name of the gentleman who purchased it.

Q. Did General Charles H. Howard ever censure you for permitting this extra quantity to come there?—A. Not to me. He has to others. I had leave of absence for two weeks from General O. O. Howard, and the sand was hauled there while I was away, and the bill paid the Saturday before my arrival.

Q. How long after this did you continue in the employ of the bureau?—A. About a month.

Q. Did you leave voluntarily, or were you discharged?—A. I was discharged.

Q. What for?—A. I never was told. I do not know. I had nothing to do with furnishing the sand. If I had been there I should not have permitted more sand to be hauled than I wanted, although it was not for me to stop them.

Q. Had you made any comments on this sand matter that had created any animosity toward you?

(Question objected to by Mr. KERCHUM and withdrawn.)

Q. Did you ever have any conversation with General O. O. Howard upon this subject?—A. I did not, that I recollect.

Q. Were you ever employed upon the university grounds?—A. I contracted to build the south ward of the freedmen's hospital.

Q. Did you use any of this lumber brought from Bangor there?—A. Yes, sir.

Q. Do you know of any of this lumber being used by the Building Block Company in their work?—A. I do not know. I was hardly ever up there.

By Mr. PERCE :

Q. In your inquiries in reference to this sand, when you refer to General Howard, do you in every case refer to General Charles H. Howard?—A. Yes, sir. I transacted all the business with him.

WASHINGTON, D. C., May 9, 1870.

CHARLES W. PERKINS—Examination continued.

By Mr. WOOD :

Question. You have already stated that you had charge of the work at the barracks east of the Capitol. State what the quantity of sand that was left there when the building was taken was sold for.—Answer. I did not sell it; but I was told by the man who did sell it that it was sold for \$75.

Q. Who sold it?—A. Mr. Lacombe.

Q. Was he an officer there at that time?—A. He took my place when I left, and is there now.

Q. How much did that sand cost?—A. I think Mr. Gleason's bill for hauling it was about \$3,130. The price of the sand would have been somewhere in the neighborhood of \$1,400, I think. Mr. Gleason had \$7 75 a hundred bushels for hauling. I never saw his bill. I did not approve of it. The bill was approved in my absence. I think he was paid \$3,130 on it, and the block company was paid not quite half. He was paid \$7 75 per hundred bushels for hauling, and the block company was paid \$3 50 per hundred bushels for the sand.

Q. Do you mean that the hauling of it alone cost \$3,130 independent of the first cost of the material itself?—A. Yes, sir. Some of the sand was used for filling up the alleys between the houses, but I do not know how much of it. What was left was sold at \$75.

Q. What I want to know is, what that particular quantity of sand which was left, and which was sold for \$75, had actually cost.—A. I cannot tell you. I was out of the bureau then. I put in a foundation wall of brick three hundred and sixty-five feet long for a row of barracks there that was not used.

Q. How much sand was used in all at that place?—A. I cannot tell you.

By Mr. BRADLEY :

Q. You say you built a foundation wall three hundred and sixty-five feet in length. How wide was it?—A. Thirty feet, I think. The building was not erected and the foundations were taken out again afterward.

Q. What was the thickness of the walls of that foundation?—A. They were 14-inch piers, five feet apart, of an average height of about four feet.

By Mr. WOOD :

Q. State what you know of lumber being delivered at the normal school and university grounds, and from there hauled to the Building Block Company's grounds.—A. I know that I sent lumber to the normal school.

Q. Brought from Maine?—A. No, sir; most of it was lumber taken from Kendall Green. I was passing the university grounds one day in my buggy, and I saw two teams loading there with lumber. I asked the colored men where they were carrying the lumber, and they told me they were carrying it up to the Building Block Company. I asked them who gave them orders to carry it there, and they told me that General Charles H. Howard gave the orders. I drove up to the Building Block Company, and was there when they brought the lumber up.

(Mr. KERCHUM objected to the statement of the teamsters as being mere hearsay.)

WITNESS. I cannot say that General Charles Howard did order it to be brought up there; but I saw two loads of the lumber myself. I waited until the teams came up with it, and I suppose there were about two loads more left behind. I cannot tell what became of it.

By Mr. BRADLEY :

Q. Was that lumber unloaded there?—A. Yes, sir; it was.

By Mr. WOOD :

Q. Did you yourself have any conversation with Charles Howard or J. M. Brown as to that lumber?—A. I had to show, in my monthly report, where the lumber went, and Mr. J. M. Brown asked me, and I told him that it went to the Building Block Company.

By Mr. BRADLEY :

Q. How many thousand feet were taken?—A. There were twenty thousand feet at the university grounds. I cannot say that it all went to the Building Block Company; but I told Mr. Brown what I had seen in reference to those two loads.

By Mr. WOOD :

Q. Was this Maine lumber as good a quality as could have been procured here at Washington at the same price?—A. You could not get just such lumber in Washington as that. Some of it was a good quality for the purpose for which it was used; it was dimension stuff cut to right lengths. Some of it was a poor quality of lumber. I told

General Charles Howard that some of it was a poor quality of lumber, and that I thought he would do about as well here. My dealings were with General Charles Howard, not with General O. O. Howard, except as to his private house.

Q. From your practical knowledge of lumber, did the government, in your opinion, make or lose by this purchase in Maine?—A. I do not think that the government lost much by it.

Q. Did either General Howard ask you to buy your hardware for public purposes of Mr. J. R. Elvans?—A. General Charles Howard did ask me to buy my hardware of Mr. Elvans.

Q. Did you ever have any conversation with General O. O. Howard, as to buying hardware of Mr. Elvans?—A. I do not recollect; I know that when I was building his house he never dictated to me where I should buy anything. I bought the most of my hardware, I think, from Mr. Hopkins.

Q. Did you ever see an indorsement put on Mr. Elvans's notes of materials purchased for bureau purposes?—A. General Charles Howard requested me to do my trading with Mr. Elvans, if I could get my hardware as cheap from him as I could elsewhere, for he said Mr. Elvans owed them. (He did not say whom.) I would get my bills from Mr. Elvans and settle them with the bureau. The last bill I settled I saw indorsed upon a note which was said to be Mr. Elvans's note. I did not see Mr. Elvans's name to it.

By Mr. BRADLEY:

Q. When you settled your bills with the bureau, was any portion of them retained by the bureau?—A. I went to Mr. Elvans's store and got the amount of his bill against me, and I had that taken out of my bill against the bureau, and the amount of it was indorsed on a note in General Balloch's office. I saw the note, and there were, I should think, eight or ten or more indorsements upon it.

By Mr. WOOD:

Q. Before you had bought your hardware of Mr. Elvans, where did you get it?—A. I got the nails from Lawrence Hopkins, and contracted with him to furnish five hundred kegs of nails at, I think, \$5 20 a keg.

Q. Did you not get some hardware in New York?—A. I went to New York to get hardware, and there I received a dispatch not to buy it there.

Q. A dispatch from whom?—A. From the assistant commissioner.

Q. What reason was given you for stopping you from purchasing there?—A. I cannot tell.

Q. Did he say anything about wanting you to buy from Mr. Elvans, and not to buy in New York?—A. No, sir. When I came back here, I contracted for a quantity of locks and hinges with Mr. Gregory. I think I got the locks for \$6 60 a dozen.

By Mr. PERCE:

Q. These, I understand, were purchased by you as an officer of the bureau?—A. Yes.

By Mr. WOOD:

Q. Were your purchases in New York stopped in consequence of a request that you should buy from Mr. Elvans?—A. No, sir. After Mr. Hopkins had furnished about two hundred kegs of nails, my contract with him was stopped, and I was told to go to Mr. Elvans.

Q. Do you know anything of the water pipes that supplied water to the barracks?—A. No, sir; I knew the contract at the time, but it has slipped my mind; I know nothing on that subject.

Q. Do you know anything about wells that had to be dug on the premises there?—A. No, sir; I was not there at the time.

By Mr. KERCHUM:

Q. The hardware that you purchased from Elvans, was it purchased under your own personal contract, or for the bureau?—A. It was for the bureau. I bought on my private account too, but paid the bureau.

Q. When you purchased hardware of Mr. Elvans, how did the quality and prices compare with what you could have got anywhere else?—A. It was of good quality, and the prices as cheap as I could get it elsewhere in the city, for cash, as they told me.

Q. Was it so?—A. Yes.

Q. Then the quality was equal to what you could have got elsewhere, and the price no greater than you would have paid elsewhere?—A. That is it.

Q. There was no greater price, and no lesser quality?—A. No, sir.

Q. You took care of that?—A. I took care of that.

Q. You spoke of some twenty thousand feet of old lumber; had that lumber been a material used for houses before?—A. It had been used in buildings at Kendall Green, which had been torn down.

Q. And that twenty thousand feet of lumber you saw two men take away with teams?—

A. I only saw two loads taken away, and when these two loads were taken away there was more left there.

Q. These two loads that you saw taken away, and that you afterwards saw delivered on the Building Block Company's grounds, what number of feet was in them?—A. I should judge not over five hundred feet. The carts were one-horse carts.

Q. And these two loads would be about five hundred feet?—A. Not over five hundred feet each.

Q. Do you know anything concerning the rest of the twenty thousand feet of lumber of which you have spoken?—A. Not anything; all I know is about these two loads that I saw going.

Q. What was that kind of lumber worth per foot?—A. It was worth, for building purposes, for sheathing, about a cent and a half a foot, that is about what it would bring.

Q. You spoke the other day as to a mistake having been made as to the number of bushels of sand in a load; what was that mistake?—A. I supposed there must be a mistake. I do not know that there was a mistake. I supposed that they called eight bushels a load of sand.

Q. Can you explain why you think so?—A. My contract was with Mr. Fahey, to furnish me river sand for 98 cents a load of fifteen bushels. That would amount to \$6 53 a hundred bushels. He furnished the sand for that. In the contract with Mr. Gleason they gave him \$7 75 per hundred bushels for hauling the sand, besides the government paying \$3 50 per hundred bushels for the sand in the bank. That made \$11 25 per hundred bushels, and I thought they must have taken eight bushels to the load instead of fifteen.

Q. Were you pecuniarily interested in either of those contracts of Mr. Fahey's or Mr. Gleason's?—A. No, sir; not at all; I only wanted to get the material as cheap and as good as I could.

Q. There were two kinds of lumber, the spruce and the hemlock that you spoke of coming from Maine, which is the superior?—A. The spruce is the better material.

Q. That you spoke of as being of good quality.—A. Very good quality.

Q. And the hemlock you say was of inferior quality?—A. Yes, sir.

Q. And was bought at an inferior price?—Yes, sir. A part of two cargoes of spruce was inferior.

Q. And that inferior spruce was at an inferior price?—A. Yes, sir.

Q. The hemlock is of itself an inferior kind of lumber, is it not?—A. Yes, sir; it is an inferior kind of lumber, unless it is manufactured the first year of its being cut.

By Mr. BRADLEY:

Q. When you went to the block company's grounds again after you saw these two loads of lumber left there, state whether you saw any more of the same kind of lumber there.—A. I did not; I did not look, as I supposed it was all right, and that it was ordered by the general.

Q. Did you observe it at any other time?—A. No, sir; I was hardly ever there.

Q. Who do you mean by the "general"?—A. I mean General Charles Howard.

Q. As to the sand hauled by Fahey and Gleason, respectively, could you not tell very well by seeing the load whether it contained fifteen bushels or eight?—A. O, certainly I could tell.

By Mr. PERCE:

Q. In your reference to the instructions received by you from General Howard, you mean Charles H. Howard and not General O. O. Howard?—A. Yes; I hardly ever transacted any business with General O. O. Howard in connection with the bureau.

By Mr. MCNEELY:

Q. These instructions were given you by General Charles Howard, as assistant commissioner?—A. As assistant commissioner.

Q. Who appointed you in your position?—A. General O. O. Howard.

Q. And who discharged you?—A. General Charles Howard. I supposed that he was going to discharge me; but I asked for my discharge.

WASHINGTON, D. C., May 6, 1870.

THOMAS FAHEY sworn and examined.

By Mr. WOOD:

Question. You reside in Washington?—Answer. Yes, sir.

Q. What is your business?—A. I am a lime dealer, a sand dealer, and deal in building materials of all kinds.

Q. Did you furnish any sand for the Freedmen's Bureau for the buildings to be constructed for the freedmen down here?—A. Yes, sir.

Q. At what time did you furnish it?—A. I think it was in February, 1868—along about there.

Q. Tell us the date, please.—A. I cannot tell the exact date.

Q. Well, was it in the year 1868?—A. Yes, sir; my lime contract was in February, 1868, along about that. I could tell by my books all about it, and if I had known what I was sent for I could have brought all the particulars.

Q. Had you a contract in writing, or was it a verbal contract?—A. My lime contract was in writing.

Q. And your sand contract?—A. My sand contract I do not think was in writing. I am not certain about that. It has slipped my memory whether it was in writing or not. The probability is I could find out by my books particularly, but I could not state positively now. I had been furnishing them hair, lime, and such things for some time.

Q. I refer now particularly to that sand which you furnished on this square 1054.—A. I could not say anything further until I could examine my books and see particularly. It strikes me now that I had, but if I had none I should have kept some papers relating to it.

Q. Do you recollect the whole quantity you furnished?—A. I could not tell. Just as they desired it I furnished it; just as they called on me for little or much.

Q. Do you recollect the price they were to pay you?—A. I got \$1 for a portion of it, and then they wanted me to give a bid, and I think I gave a bid. It was 90 some cents; the amount precisely I could not tell. But that was a good article of river sand—the best river sand. We hauled it from forty miles down the river. It was the best article that could be got into this market.

Q. How many bushels to a load?—A. Fifteen.

Q. Was there that amount in every load you furnished?—A. Yes, to the best of my knowledge. That was my orders. I could not swear that there was more or less in a load, for the darkeys may not have done their duty; but my orders were to send fifteen bushels to constitute a load.

Q. You delivered it on the ground?—A. Yes, sir. Our carts generally hold that amount, and the drivers filled them up and took it to the buildings.

Q. You have stated that this quality of sand was so superior. Do I understand you to say that it was superior to anything you could get here?—A. Other persons can get the same quality of sand by sending down the river for it.

Q. Could they get it in this immediate vicinity?—A. No, sir; there is no such sand about here. This down river sand is considered by us the best sand.

Q. You did not complete your contract?—A. I was stopped. For why I do not know.

Q. By whom were you stopped?—A. By Mr. Perkins. Then I thought probably Perkins had something to do with it. He took me up to headquarters, and I was stopped.

Q. What do you mean by headquarters—where did he take you?—A. To General Charles Howard's office.

Q. Did you see Charles Howard?—A. Yes, sir.

Q. What did he tell you?—A. That there was another contract; that he had given it to some one else; Glenson, I think, it was.

Q. For hauling—he merely had the contract for hauling?—A. Yes, sir.

Q. You got no satisfaction?—A. No, sir; I did not ask for any. I had to "git up and git" after I was told to stop. I had no business to talk.

Q. Did you see the sand which was subsequently furnished?—A. I did. I offered \$100 for it after the buildings were finished, and they wouldn't give it to me.

Q. That was what they didn't use?—A. Yes, sir. I had orders for sharp sand and loam sand.

Q. About how many loads?—A. Considerable, but the amount I could not tell you. That would be a difficult question to answer, but the amount of ground it covered was considerable.

Q. You offered \$100 for it. Did you consider that its value?—A. No, sir; I did not. If it was good sand it would not begin to be its value.

Q. I ask you whether, when you offered \$100 for what you saw there, you considered that was all that it was worth—that particular sand?—A. I suppose it might have been worth more.

Q. If it had been such sand as you were furnishing, how much would it have been worth?—A. It would have been worth 75 cents a load on the river bank.

Q. I mean the round sum for that quantity you saw?—A. I could not answer that question correctly. I might give a guess, and it might not be correct. I am under my oath, and it is impossible for me to say. I suppose there was a thousand loads; maybe two thousand—I could not tell. No man could tell correctly.

(Mr. KERCHUM made the same objection as in regard to the previous witness.)

WASHINGTON, D. C., *May 9, 1870.*

ALBERT GLEASON sworn and examined.

By Mr. WOOD :

Question. State your residence and occupation.—Answer. I reside in Washington. I am a contractor.

Q. Had you any contract or agreement to haul sand for the Freedmen's Bureau?—A. I had.

Q. State the nature of your contract; who employed you and where were you to haul the sand to?—A. My contract was to haul sand from the Barry farm to near Lincoln depot, (I do not recollect the number of the square,) to the building that was being erected there by the bureau, adjoining the grounds of the Lincoln barracks. I think it was about the 1st of June or last of May, 1868, that my contract commenced.

Q. Who had the contract for furnishing the sand previously?—A. I was told that Mr. Fahey had it.

Q. Did you haul the sand from the Barry farm?—A. No, sir. After making the contract I went over there, and did not see any sand there. I waited three or four days, but they were not ready for it. I then got a note, either from Major Clarke or Charles Howard, and they asked me if I would not change the contract and haul the sand from the block company, near the university, instead of from the Barry farm, and what reduction I would make in my charge. I told them I could not make any reduction, as the hauling would be about the same, but that I would haul on the same terms as I contracted for from the Barry farm.

Q. Where is that block company?—A. The block company is on the east side of the university grounds; that is, east of the building.

Q. How much a load were you to have for hauling?—A. My contract was by the bushel; there was nothing said about the loads. I was to have \$7 75 per hundred bushels.

Q. How much would that be a load?—A. Counting fifteen bushels to the load, it would be about \$1 16.

Q. That was the price for the hauling alone?—A. Hauling and uncovering. I had to remove the dirt from the sand. There was from seven to ten feet of earth over the sand, which we had to remove.

Q. How much were you paid for that work?—A. Whenever I took the tickets in and presented them I was paid. I generally took the tickets in once in two weeks. The tickets were furnished by the superintendent of the Building Block Company, and sent to the superintendent of the building where the sand was deliverable. There the tickets were signed and turned over to me, and I took them to the bureau for payment.

Q. Do you know the cost of the sand which you took there?—A. No, sir; I do not.

Q. You say you received \$1 16 a load for hauling. What would you have furnished a good river sand for, including the sand and the hauling?—A. I could have furnished it for \$1 a load, as the hauling is much less from the river.

Q. And it would have been as good a quality of sand as the sand taken from the Building Block Company?—A. Yes, sir; I would prefer it.

Q. Why should you prefer it?—A. Because it is cleaner.

Q. Have you bought any sand yourself from the Building Block Company?—A. Yes, sir.

Q. Did you ever remonstrate against the quality of the sand which they gave you at Building Block Company?—A. I did, at one time. They found fault with it at the building, and I went to Mr. Bliss, superintendent of the Building Block Company, and told him that he would have to give me better sand, as they would not take that at the building. Mr. Bliss is since dead. He told me that they were to have such sand as could not be used in making blocks. He said that they had reserved the white sand in making the contract, and that I was only to take the other sand, or such as could not be used in making blocks.

Q. What was the difference of the price at which the Building Block Company re-tailed sand, and that which was paid by the bureau?—A. I do not know, positively, what the bureau paid them, but the price that I was paying them was forty-six cents a load.

Q. It has been alleged here that you hauled a great deal more sand than was required. When did you cease to haul, and why did you cease?—A. I ceased on the 24th of July. I was away in Rhode Island at the time I received a telegraphic dispatch from my brother that the teams had been stopped by the bureau, as they had sand enough. I had hauled a good deal more sand during the last month than the month before, as I had been told by Major Clarke that if I did not haul more sand they would have to employ some one else to do it. I was under a four-thousand-dollar bond to perform my contract, and so I put more teams on. Before I went away I told my brother to haul until he had orders to stop.

Q. Who was Major Clarke?—A. He was acting under General Charles Howard. He

had charge at the buildings, and was the person to whom I gave in my bid for the hauling.

Q. Do you know whether there was more sand hauled there than they required for use?—A. I was there once after I had got through hauling, and I saw a good deal of sand piled up there. I do not know what disposition they made of it.

Q. Had they hauled more than was required for the buildings?—A. I think so. I saw a large quantity of sand there after the building was stopped.

Q. About how many loads?—A. I cannot tell.

Q. Did you see the sand which Mr. Fahey had been delivering?—A. I did.

Q. Are you a judge of sand?—A. I have sold a good deal of sand, and ought to be a judge.

Q. What was the difference in the quality of the two sands, that furnished by the Block Company, and that furnished by Mr. Fahey?—A. His was Bladensburg sand, and was better sand than what I was hauling. It was cleaner, and freer from dirt or clay.

Q. About what do you suppose would be the difference in value of the two qualities of sand for building purposes?—A. About 10 or 15 cents a load difference in price.

Cross-examined by Mr. KETCHUM:

Q. You spoke of receiving \$1 15 for a load of fifteen bushels?—A. Yes.

Q. What kind of a load is that which contains fifteen bushels?—A. A cart load.

Q. Is there any different kind of load?—A. Yes, sir; a wagon load is two cart loads, or thirty bushels.

Q. Is there any such load as eight bushels?—A. No, sir.

Q. You spoke of having given 40 cents a load for sand. What kind of sand was that?—A. It was yellow sand for plastering; it was not the sand used for the blocks, but was such sand as they could not use in the blocks.

Q. Were there different prices of sand there, according to the quality?—A. Yes, sir.

Q. Did you ever buy any sand there, at any higher price than 40 cents?—A. No, sir; I never used any of the other sand, as they said they had not any to spare, but needed all they had for blocks.

Q. Do you know what the price of the better sand was?—A. I think they sold it at \$1 a load. I was told so.

Q. Do you know of any grade of sand between 40 cents and \$1 a load?—A. I do not.

Q. Did you give any information to Major Clarke as to how many bushels were in a load?—A. No, sir.

WASHINGTON, D. C., April 27, 1870.

JOHN R. ELVANS sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in Washington; I am a merchant.

Q. What kind of merchant?—A. General hardware, sir.

Q. Were you ever, at any time, connected with the Freedmen's Bureau?—A. I am not now, and never have been. Possibly I may have misapprehended your question. I have, sir, never had any connection with the Freedmen's Bureau in any official capacity as an officer of the government.

Q. You say never in an official capacity; have you ever, in an indirect manner, been connected with the Freedmen's Bureau?—A. No, sir, unless the fact of having been one of the three trustees engaged in the purchase of the Barry farm should constitute a connection with the Freedmen's Bureau.

Q. Will you state to the committee the facts connected with the negotiation and purchase of the Barry farm?—A. Yes, sir, so far as I am acquainted with them. I am unable to fix dates as to the time when I became connected therewith. So far as my recollection serves me, my connection therewith commenced under an order—a general order issued by General Howard, as Commissioner of the Freedmen's Bureau, founded, as I have always understood,—

Q. Never mind about what you understood; just state the facts.—A. Well, three trustees were appointed under that order, consisting of the Hon. S. C. Pomeroy, General O. O. Howard, and myself; and under that order we purchased the Barry farm property.

Q. How was that property purchased?—A. It was purchased by myself individually at first. The object of my purchasing it as an individual, if I may be allowed to state it, was to obviate the prejudice existing in the mind of the grantor in regard to conveying the property for the purpose for which the farm was intended. I became sole purchaser of that property in my individual capacity. Immediately, the same morn-

ing, probably within fifteen minutes after the deeding fee had been paid, I conveyed the property to the three trustees.

Q. Are these deeds recorded?—A. Yes, sir.

Q. What amount did you pay for that property?—A. Fifty-two thousand dollars.

Q. By whom was the money paid?—A. By myself, sir.

Q. From whom did you receive it?—A. From the Treasurer of the United States, sir.

Q. On what authority?—A. By check drawn and signed by General Balloch, to the best of my knowledge and belief.

Q. After the land was thus purchased what was done with it?—A. That check was payable to the Hon. S. C. Pomeroy and myself.

Q. Do you remember whether it was paid to you as a trustee or as an individual?—A. As trustee; at least that is my present impression.

Q. Have you any knowledge of the circumstances connected with the drawing of that check? Were any directions given to General Balloch; and, if so, by whom?—A. No, sir; I have no knowledge upon that point. The organization of the trustees as a body was immediately subsequent to the consummation of the purchase and the transfer by myself to those trustees.

Q. Do I understand you to say that the check was drawn before the organization of the trustees?—A. Before the formal organization of the board of trustees.

Q. Do you remember who delivered that check to you?—A. My impression is that it was delivered to Senator Pomeroy, he and I both going to the Treasury Department at the same time.

Q. From whom did you receive the check?—A. I found the check in Senator Pomeroy's hands; he called upon me and we went together to the Treasury Department.

Q. Have you a copy of that deed of trust here?—A. I have, sir.

Q. What was done with that land after it was purchased?—A. It was subdivided into, generally, acre lots.

Q. What do you mean by that expression, "generally"?—A. I mean that some of the divisions may have contained more or less than an acre, but the majority of them were lots of an acre each.

Q. State whether that land was laid out into lots, and roads made reaching to each sub-division.—A. It was.

Q. Who paid the expenses of laying out the lots and staking the roads?—A. That I am unable to say. My agency, after the consummation of the purchase, was purely clerical. I acted as secretary to the board of trustees. I know nothing, and I know nothing now, of the manner in which the details of the matter were carried out.

Q. Have you in your possession a record of the proceedings?—A. I have not.

Q. Who has it?—A. Some time ago I placed them in the hands of a gentleman by the name of Cole.

Q. What was his first name?—A. I do not remember. I understood him to be an agent of the Freedmen's Bureau.

Q. Was it John A. Cole?—A. I think it was.

Q. After the land was thus subdivided what became of the lots?—A. The only knowledge I have of the disposition of the lots was from this subsequent signing of the deeds in fee and deeds of release, as one of the original trustees. I have no knowledge further than that of the sale of the lots subsequent to original purchase.

Q. You have no knowledge, then, that those lots, or some of them, were sold?—A. I have no knowledge further than that I, as one of the trustees, have signed deeds.

Q. What became of the proceeds of the sales of those lots?—A. I do not know.

Q. Were those deeds, or contracts of sale, or whatever they were, in printed form?—A. Yes, sir.

Q. Have you a copy of them?—A. No, sir, I have not; I never had; my knowledge of them is from having glanced over them, when sent to me for execution.

Q. Do you know who had them, or the control of them?—A. Those of them which were presented to me were handed to me in every case, I believe, by Mr. Cole.

Q. Have you any knowledge, as one of the trustees, as to who carried on this negotiation and sale, or had the trustees anything to do with those lots after the subdivision of the property?—A. No, sir; so far as I myself am concerned, I had no knowledge whatever of any disposition that was made of the property subsequent to the original conveyance by me to the trustees.

Q. Or as to the disposition of the proceeds?—A. No, sir.

Q. Do you know whether these lots, which have been sold, were improved by the erection of buildings upon them?—A. O, yes, sir; I have had nothing more than ocular demonstration; upon going past the property I could see that buildings were being erected, and had been erected on the lots; but I have no knowledge I could testify to under oath, as to the means used in providing for the erection of those buildings.

Q. Have you any knowledge of the disposition made of those lots, or the proceeds of the sale of those lots, derived from General Howard, who was a member of your board of trustees, I believe?—A. The only knowledge I have, sir, is the fact that at a meeting

of the trustees an order was presented and directed to be recorded on the minutes, appropriating a certain amount, which I do not remember —

Q. I don't want that; that is not in answer to my question.—A. What is the question?

Q. The question is, have you any knowledge as to the disposition made of those lots, or the proceeds of the sale of those lots, derived from General Howard?—A. No, sir.

Q. You stated that you are a hardware merchant.—A. Yes, sir.

Q. State whether the contractors for the buildings on the university grounds purchased their hardware from you.—A. Yes, sir; I believe all of them, or nearly all of them.

Q. State further, if you please, whether the contractors for any other of the buildings, either belonging to the university, or connected with it, purchase their hardware from you?—A. My impression is that I have furnished hardware to those contractors for all buildings which have been erected by them.

Q. Do you embrace in that the buildings erected on the Barry farm?—A. No, sir; I mean only those buildings which may be considered as properly belonging to the United States. I furnished nothing for the buildings erected on the Barry farm, or other property which may have been subdivided.

Q. Does it embrace any of the buildings in the eastern end of the city, below Lincoln depot?—A. No, sir.

Q. Have you any knowledge of buildings being put up there by General Howard's brother, or by the general himself?—A. No, sir.

Q. Have you furnished the hardware for a large building below the Capitol, near Virginia avenue?—A. No, sir.

Q. Have you furnished hardware for a school-house on P street?—A. No, sir.

Q. State for what buildings you have furnished hardware?—A. Let me say, in explanation, that perhaps men have bought hardware of me for those buildings, and I not have known for what purpose it was intended.

Q. For what buildings did you furnish hardware directly to the contractors?—A. For the Howard University and the buildings surrounding it, probably including the hospital buildings.

Q. Do you know the number of houses erected on the university grounds, in immediate connection with the university building?—A. I had nothing to do with them; that was before I had anything to do with furnishing hardware.

Q. Please state whether there was any arrangement between you and the contractors for the university building, hospital building, &c., with regard to the mode of receiving the pay for the hardware you furnished?—A. When the buildings were about being erected, after they had been contracted for, I went to General Howard, as Commissioner of the Freedmen's Bureau, I being the only republican in my line of business, and solicited from him, as from others, all the patronage in my line that he might be able to grant. I have no knowledge that General Howard ever issued an order to that effect. I have no reason to believe so, further than from the fact that, after having solicited that trade, I obtained it from one or two of the contractors who had not before been dealing with me.

Q. That does not seem to answer my question fully. I asked you whether any arrangement was made between you and the contractors in regard to the mode of receiving the pay for the hardware you furnished?—A. No, sir.

Q. From whom did you receive your pay; from the contractors, or from some officer of the United States?—A. I received my pay, in the majority of cases, from an officer of the United States.

Q. Please state whether, at that time, or before, or after, General Howard was the indorser upon any paper issued by you.—A. No, sir; and if the committee will allow me, I would ask the privilege of having read to me the testimony of Mr. Rumsey, made some time since, in which I understand he stated that General Howard was the indorser upon notes given by me, and took this way to make himself whole.

Q. How came you to know anything about Mr. Rumsey's testimony?—A. Nothing, except that I have seen the statement thrown broadcast about the country that General Howard was at that time in possession of my protested notes, and took this plan to make himself whole. That word "protested" being very unpleasant to a business man, I desired, if the committee would permit, an opportunity to see what was really said, and to set the matter right.

Q. You say that General Howard never was an indorser upon your notes?—A. Never, sir. I wish to be exact and entirely correct in making that statement, that he never was an indorser for me. I mean it in its broadest sense. I do not mean to say that General Howard never held a note of mine, which belonged to himself.

Q. I was just going to ask whether he ever held any note or notes of yours?—A. At one time he held a note, a single note, and but one, drawn by myself.

Q. When?—A. In the latter part of June, or in the early part of July, 1868.

Q. For what amount?—A. For \$3,000 and interest.

Q. Was that note or not wholly or in part liquidated and paid by the proceeds of

your sales to the contractors of those buildings?—A. It was paid almost entirely in that way; probably entirely so, principal and interest.

Q. Will you state whether the proceeds went into your hands, and you paid them to General Howard, or whether they were, by your authority, paid over to General Howard by an officer of the government?—A. By my direction and request the money was retained in the hands of the disbursing officer, and placed to the credit of the note held by General Howard, the object being to save delay.

Q. I do not want to inquire into your private transactions, but if you are willing to answer, was that note given for money loaned by him to you?—A. I have no objection to answer that, sir. The fact is, I found myself about that time in a rather embarrassed position; I had been connected with General Howard as one of those trustees and in other capacities, and I asked him whether he could loan me \$3,000; he said he could; I sent my clerk to him, and he brought me in cash and greenbacks \$3,000, for which I gave my note payable on demand. That note has since been paid in full.

Q. Who was your clerk?—A. Charles B. Pearson.

Q. Do I understand that that was after the purchase of the Barry farm?—A. O, yes, sir; it was in the latter part of June or the early part of July, 1868.

By Mr. KETCHUM:

Q. You spoke about the object for which the Barry farm was intended.—A. Yes, sir.

Mr. BRADLEY. I object, because the object concerning which inquiry has been made is stated in the deed of trust which we shall produce.

Mr. KETCHUM. I withdraw it, sir.

Q. How was the Barry farm occupied, sir; by what sort of people, if any?—A. I saw none living in those houses but colored people.

Q. They seemed to be exclusively occupied by persons of color, did they?—A. Yes, sir.

Q. Are there few or many dwellings erected upon it now?—A. I should judge, a great many, sir.

Q. What class of people, laborers?—A. Yes, sir; laboring men and their families.

By Mr. ROGERS:

Q. What pay do you receive for acting as one of the board of trustees?—A. Nothing whatever, sir.

Q. How did you obtain information as to what Mr. Rumsey said, or is alleged to have said, in reference to your business connections with General Howard?—A. Merely from what I saw in the newspapers; rumors to which I attach no value, of course, except as they damage me as a business man. I inquired only to discover if anything had been said bearing upon me as a business man.

Q. In what paper did you see this statement?—A. It was published in the Baltimore Sun in this form: That testimony had been adduced before this committee implicating General Howard with a bankrupt merchant, on whose notes he was indorser. In another of the papers it was stated that General Howard had used money belonging to the Freedmen's Bureau in taking up the notes of a bankrupt merchant, &c. I respectfully submit, that such statements tended to injure me, and that I have no remedy. I have no knowledge as to what Mr. Rumsey did testify, except from these newspaper statements.

Q. You did not obtain them from any individual?—A. No, sir.

Mr. BRADLEY placed in evidence the following documents:

Deed of trust.

"JOHN R. ELVANS
to
SAMUEL C. POMEROY *et al.* }

"This indenture, made the twenty day of April, in the year one thousand eight hundred and sixty-seven, between John R. Elvans and Georgiana T., his wife, of the city and county of Washington, in the District of Columbia, of the first part, and Samuel C. Pomeroy, of the State of Kansas, now in said city of Washington, John R. Elvans, of said city, and Oliver O. Howard, of the United States Army and now in said city of Washington, trustees, as hereinafter mentioned, of the second part, witnesseth that, for and in consideration of the sum of ten dollars, current money of the United States, to the said parties hereto of the first part in hand paid by the said parties hereto of the second part, as trustee, at or before the execution of these presents, (the receipt whereof is hereby acknowledged,) they, the said parties hereto of the first part, have granted, bargained, and sold, aliened, conveyed, enfeoffed, and confirmed, and by these presents do grant, bargain, and sell, alien, convey, enfeoff, and confirm, unto the said parties hereto of the second part, as trustees, the survivors and survivor, and the heirs and assigns of such survivor, all that certain piece or part of tract of

land situate and being in said county of Washington, and on the eastern side of our on the Eastern Branch of the Potomac River, and known as part of the original tract called St. Elizabeth, and beginning for the same at the end of one hundred and fifty-nine perches and nine-tenths perches, measured from the stone at the end of the first line of the whole tract on the second line of said tract, thence running north with said line north thirty-eight degrees fifty minutes, ($38^{\circ} 50'$) east one hundred and thirty-eight perches and three-tenths perches, ($138\frac{3}{10}$ pr.) to the end of said line, thence north fifty degrees (50°) west three hundred and seventy-nine perches (379 ps.) to the Eastern Branch, thence, by and with the meanders of said Eastern Branch, until it intersects the end of the third line of part of said tract sold to David Barry by Griffith Coombe, and thence with said third line to the beginning, containing three hundred and seventy-four acres, two roods, and eighteen perches, ($374a. 2r. 18p.$) being the moiety or half part of the whole of the original tract conveyed by Griffith Coombe to David Barry, in trust for Juliana Barry, by deed dated the twentieth day of October, in the year eighteen hundred and thirty-seven, recorded in liber W. B. No. 64, folios 402, &c., of the land records of said Washington County, and as conveyed by deed contemporaneous with these presents by said David Barry and Juliana Barry to said John R. Elvans. Together with all and singular the buildings, improvements, rights, ways, waters, privileges, and appurtenances to the same belonging, or in any manner appertaining, and also all the estate, right, title, interest, and claim, legal, equitable, or otherwise, howsoever, of said parties hereto of the first part therein and thereto. To have and to hold said parcel or part of tract of land and premises above mentioned and described, and every part thereof, with the appurtenances, unto the said parties hereto of the second part, the survivors or survivor of them and the heirs and assigns of such survivor, to and for their sole use, benefit, and behoof, forever. Upon the trusts, nevertheless, and for the uses and purposes hereinafter set forth and declared of and concerning the same and none other; that is to say, in trust to hold the same for the benefit of three normal collegiate institutions or universities, embracing the education of refugees and freedmen, said institution being incorporated, or, as soon as they shall be incorporated, to be located, one in said District of Columbia, one in the State of Virginia, and the third in the State of North Carolina, and upon further trust that said trustees may use said land and premises hereby conveyed in such manner as they shall in the exercise of their best judgment consider most conducive toward relieving the immediate necessities of the poor colored persons in said District of Columbia, either in renting said premises or any part thereof, selling the same in parcels, or in such manner as may by them be deemed best, and upon further trust that all rents, profits, proceeds of sale, interest, or other moneys received from or on account of said land or any part thereof, shall be by said trustees, after deducting the necessary expenses, annually transferred to said three institutions or universities in equal portions, one-third to each. And upon further trust that, whenever and as often as one or more vacancies shall occur in the number of trustees, under these presents, either by death, resignation, incapacity, or otherwise, then and in every such case the survivors or survivor shall select others to fill such vacancies as aforesaid, and shall, by all proper acts and conveyances, vest in such persons so selected one equal estate and interest with themselves in and control over said premises, and in and over any other property acquired by the investment of the proceeds of said premises or any part thereof; which said power of selection and substitution shall continue and be exercised so as forever to keep up the number of at least three trustees. And the said parties hereto of the first part do hereby for themselves, their heirs, executors, and administrators, covenant and agree to and with said parties hereto of the second part, their survivors and survivor, and the heirs and assigns of such survivor, that they, the said parties hereto of the first part, shall and will warrant and forever defend the said land and premises, with all the privileges and appurtenances, unto the said parties hereto of the second part, trustees as aforesaid, the survivors and survivor of them, and the heirs and assigns of such survivor, from and against all persons claiming or to claim by, through, or under them, the said parties hereto of the second part. And further, that they, the said parties hereto of the first part, and their heirs, shall and will, from time and at all times hereafter, whenever required, make, do, and execute all such other acts or deeds as may be necessary the further and better to convey said above described premises unto the said parties hereto of the second part, trustees as aforesaid, and the survivors or survivor of them, and the heirs and assigns of such survivor.

"In testimony whereof, the said parties hereto of the first part have hereunto set their hands and seals the day and year first above written.

"JOHN R. ELVANS. [SEAL.]

"GEORGIANA T. ELVANS. [SEAL.]

"Stamp duty paid, 10 cents.—L. CLEPHANE, Collector, October 3, 1867.

"Signed, sealed, and delivered in the presence of—

"R. M. HALL. (No stamp affixed.)

"DISTRICT OF COLUMBIA, *County of Washington, to wit:*"

"This is to certify that the within is a true and verified copy from Land Record E. C. E., 4, folio 188, one of the land records of the District of Columbia.

"S. WOLF, *Recorder.*"

"JUNE 13, 1870."

Action regarding sale of lots, July, 1867.

"WASHINGTON, D. C., June 12, 1867.

"In accordance with resolutions adopted by the board of trustees of Howard University, June 10, 1867, we, the executive committee of the said board of trustees, hereby authorize the business agent to employ R. M. Hall, real estate broker, to assist in selling lots belonging to said university, at prices not less than those adopted in the above-named resolutions.

"CHARLES B. BOYNTON,

"O. O. HOWARD,

"W. F. BASCOM,

"E. W. ROBINSON,

"*Executive Committee of the Board.*"

Report of financial agent.

"WASHINGTON, D. C., July 2, 1867.

"*To the Secretary of the Board of Trustees of Howard University:*

"By a vote passed at a meeting of the board June 25, 1867, I was directed to make a written report as definite and exact as possible.

"The subject on which the report is to be written not having been stated, I infer from the remarks made at the meeting that I am desired to report upon the sale of land belonging to the university, and the general condition of the property.

"The history of the purchase and management of this property, so far, is this: As early as March last, I suggested to General Howard the importance of securing a good location for the university, and informed him, as he probably knew before, that Mr. John A. Smith was anxious to sell the whole of his farm at \$1,000 per acre, and that probably he would sell a portion of it (thirty or fifty acres) at the same price. General Howard rode with me to look first at other lands, and then at the Smith farm. He agreed with me that this was the most eligible site, commanding fine views, and having a beautiful variety of surface for future improvement. But the university not owning a dollar, and being wholly dependent on the Freedmen's Bureau, we feared at first to undertake so large a purchase, or to recommend to the trustees the assumption of so heavy a burden of debt. We therefore tried to get from Mr. Smith an offer of one-third or one-fourth of his farm. But he declined to divide it, and persisted in asking \$1,000 per acre for the whole. I expressed the opinion that in a few years' time enough of the land could be sold to pay for the whole, and still a sufficient area be reserved for the university. General Howard then requested me to give my personal attention to the management of the property, and agreed to accept Mr. Smith's terms.

"After much negotiation, and much effort to relieve the property of incumbrances, it was decided to take it with the incumbrance of a lease, which will terminate January 1, 1869, Mr. Smith deducting \$2,500 from the price of the land, making the price finally agreed upon \$147,500.

"I had the land officially surveyed, the papers were drawn up in legal form and executed about the last week in May, and the trustees accepted the purchase, and ratified all that had been done.

"They also adopted resolutions instructing me to lay out the land into lots for sale, reserving enough for the purposes of the university.

"With no little labor I made a plat of the land as nearly correct as possible without an actual survey of every lot, and having first submitted it to the inspection of the board, I placed it in the hands of an artist to be lithographed, in order to furnish copies to the members of the board and to call public attention to the property.

"At a meeting of the trustees, on the 3d of June, I think, it was voted that a real estate agent broker be consulted, and a report be made upon the prices which should be fixed upon the lots offered for sale. It was well understood that I had already seen Mr. Hall and had with him carefully examined the property; and in reply to a question of the president I stated that I could prepare such a report in 24 hours. The meeting, however, was adjourned to the 10th instant, and at that time, in the house of Dr. Barber, I presented my report, recommending in addition to a list of minimum prices several measures for the proper and legal disposition of the property.

"All these recommendations were adopted and the secretary furnished me a copy thereof, retaining the original as a part of the records of the board.

* The foregoing deed was accompanied with the usual acknowledgment.

"To carry out this action, after waiting a day or two for any instructions which the executive committee might have to give, I directed Mr. Hall to proceed and advertise the property for sale, placing in his hands a copy of my report adopted June 10, and another paper signed by two members of the executive committee authorizing the employment of Mr. Hall to assist in effecting sales.

"The reason why all the names of the executive committee were not on this last paper was that I had not time to spend in finding them.

"It was not my duty to find any member of the committee. After the action of the board on the 10th it was their duty, if they desired in any way to direct my conduct, to give me instructions. Receiving no notice from the chairman or from the committee, I went forward with energy and promptness with the work as directed by the trustees themselves. The reason for applying to General Howard and Mr. Bascom at all for their names (and I should have applied to the other members also, if it had been convenient) was to give assurance to purchasers, whose fears some ill-minded person had excited that the sales begun were not authorized.

"It will be seen by reference to the action of the board on the 10th instant that the business agent or the real estate broker was authorized to issue bonds for deeds, to be executed when full payment shall have been made.

"The intent of that paragraph was to save the president and secretary the labor and trouble of signing the bonds, as, by a vote of the board, any other person may be authorized to act in this matter as well.

"The final conveyance of the property must be made by the proper officers of the board.

"Acting under the authority thus given, I have signed and delivered bonds. If it be preferred that the president execute all such papers, those delivered can be easily recalled, and it will be a great relief to me to be exempt from the necessity of spending an hour every day, after office hours, at Mr. Hall's office in this work.

"In attempting honestly and vigorously to carry out the written instructions of the board of trustees, I have, with Mr. Hall's help, sold ——— lots, and have thus secured to what was an empty treasury more than ——— thousand dollars. I have devoted every hour that could be spared from official duty to this work, visiting the grounds with all who have requested me to show the property, and pointing out the advantages of the different sites which were offered for sale as long as daylight would permit. Asking no compensation for my labor, I least of all expected to be rewarded with censure, and charged with discourtesy and acting without authority, because I did not consult a single individual, the chairman of the executive committee, whose duty it was to act without being consulted, if he had advice or instructions to give.

"In addition to the above, I have done several things without consulting any members of the executive committee; I employed the county surveyor to make an official survey of the land, before it was conveyed to the trustees. I found a large number of cattle feeding upon the grounds, and having no means to keep them off, I rented the land as a pasture for \$500, without asking authority. I found nearly one hundred loads of good manure about the stable, and I had it gathered up and saved for use in cultivating the university grounds; no one was consulted on this subject. I directed the watchman at the building block works to prevent marauding upon the grounds, and asked no permission. I ordered a man who was taking gravel from the brook, very valuable for paving walks, to desist, and had no authority from the executive committee. I have selected the location for the main college building, and in excavating the cellar for that building have directed that the gravel be used in grading Sixth street; all this without ever consulting the chairman of the executive committee. These and sundry other things I have done, none of which would have been done at all had it been deemed necessary to find and consult the committee in every instance, for I could not have taken the time required for such consultations.

"When appointed the agent of the board, I was informed that my special duty would be to manage the university estate, and the task was set before me of solving the financial problem of making one-half or two-thirds of the land purchased pay for the whole. This I have done. My success has been a happy surprise to myself. My work is open to fair criticism; but I am not willing to be subjected to unjust censure, and I repeat what I said at your last meeting, that if a majority of the board of trustees decide that before taking any action I must find out and consult every member of the executive committee, another agent must be found, one in whom you can repose the ordinary confidence that is exercised among business men.

"The truth is, the board of trustees have had very little to do with the purchase of this property. They did not encourage it. Several members expressed opposition to the whole project.

"The work was done by General Howard, and by me acting under his authority. The entire responsibility was thrown upon us. Had it been a failure, we should have borne the disgrace, and the board would have declared itself free from all blame. It has not failed, and every person in the land who has at heart the welfare of the university and the good of those for whom it is designed must greatly rejoice.

"Having reported the facts, I take the liberty of offering a single suggestion. I recommend that all the money collected from the sales of land be invested by the treasurer in United States bonds, and sacredly guarded as a land fund, to be used only in making the payments as they came due to Mr. Smith, and in providing for the necessary improvement of the grounds; that is, grading streets, buildings, fences, and planting shade and ornamental trees.

"All of which is respectfully submitted.

"E. WHITTLESEY, *Agent.*"

Report of executive committee.

"To the trustees of Howard University:

"The executive committee being, by vote of the board at its last meeting, directed to examine into the action of the business agent, and of R. M. Hall, real estate broker, in the sale of university lots, respectfully report that on the 10th instant, at the meeting of the board, the business agent submitted a report in which he recommended:

"1. That the minimum price of the lots be fixed at certain specific rates.

"2. That the executive committee be authorized to sell any or all of these lots.

"3. That the lots be accurately surveyed, and the bounds of each marked, &c.

"4. That the executive committee be authorized to employ a real estate broker.

"5. That the agent of the executive committee or the broker be authorized to issue bonds to purchasers.

"This report was adopted by the board, and a copy of it, duly authenticated by the secretary, was lodged in the office of Mr. Hall by the business agent, at a meeting of the committee, held on the 27th instant, at the office of Mr. Hall. It also appeared that the agent had lodged there a paper signed by two members of the executive committee, authorizing him to employ Mr. Hall to assist in selling the lots.

"This paper, a copy of which is annexed, was signed by two members, or one-half only of the executive committee.

"The business agent and Mr. Hall reported that, at the time of the meeting of the committee, one hundred and eighty lots, of the value of about \$125,000, had been sold, and bonds issued for a part of them.

"As the lots could, according to vote of the board, be sold only by authority of the executive committee, and as such an authority had not been given, it was apparent that all these sales were unauthorized and illegal. After consideration of the question, the other members of the committee signed the paper, previously signed by two members, and thus the illegality of the sales was remedied so far as such subsequent action could do it. But it is not supposed that this action can bind the board, as the sales were actually made without any lawful authority.

"It is, therefore, recommended that the board approve and accept the sales made previous to the signing of said paper, and thus fully bind itself.

"At this meeting the committee decided to withhold for sale certain lots laying along the two streams, with a view to converting that part of the grounds, at some future day, into a park. This reservation includes lots 5, 6, 7, 8, and 9 in block 9; 3, 4, 5, 6, 7, 8, 9, and 10, in block 10; 4, 5, 6, 7, and 8 in block 11; 1, 2, 3, 4, 5, 34, 35, and 36 in block 12; 1, 2, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 in block 13; the whole of blocks 14 and 15; and space of lots 13 and 14 in block 16; or sixty-six lots, without including the ten in block 15. The area of this block is probably equal to that of block 14, or thirty-four lots, and thus the entire space reserved is equal to one hundred lots.

"At the date of this report, the number of lots sold is two hundred and forty-five, and their average value, as estimated by Mr. Hall, is \$600 each, and the total value \$147,000.

"The number of lots unsold, besides those reserved by the executive committee, is fifty, and their estimated value \$30,000.

"Thus the whole number of lots sold, or subject to sale, is two hundred and ninety-five, and the total value of the same \$177,000.

"All which is respectfully submitted.

"CHARLES B. BOYNTON,

"W. F. BASCOM,

"E. W. ROBINSON,

"Executive Committee.

"WASHINGTON, July 2, 1867."

Extract from the minutes, July 2, 1867.

"Professor Bascom, from the executive committee, instructed at the last meeting to examine into the action of the financial agent, and real estate agent, made a report in writing.

"On motion of General O. O. Howard, the report was accepted.

"True extract from the records.

"E. W. ROBINSON,

"Secretary Board Trustees Howard University."

WASHINGTON, D. C., May 16, 1870.

Mr. BRADLEY put in evidence the following extracts from the record, of Howard University:

From proceedings of April 8, 1867, second meeting, page 24.

"On motion of E. M. Cushman, esq., General Whittlesey, financial agent, was instructed to select a lot at discretion, not to exceed one acre in area, from the grounds of Howard University, the same to be donated to General Howard, for the purpose of erecting a private residence thereon."

From proceedings of April 15, 1867, third meeting, page 25.

"The secretary read a letter addressed by him (as per instructions) to General O. O. Howard, Commissioner of Freedmen's Bureau, requesting the erection of suitable buildings on the grounds of Howard University, for purposes set forth in the act of incorporation, therein referred to, and returned by the Commissioner with his favorable indorsement thereon."

From proceedings of May 20, 1867, seventh meeting, page 32.

"General O. O. Howard moved that the Building Block Company be permitted to put up requisite machinery and appurtenances for manufacturing building blocks, the same to be located under the direction of the executive committee, for the buildings of the university, and such others as may be erected on the estate. Adopted."

From proceedings of August 14, 1867, fourteenth meeting, page 42.

"General O. O. Howard formally declined to accept the land heretofore donated to him by the board, and declared his intention to purchase the same at valuation."

From proceedings of August 20, 1867, fifteenth meeting, page 43.

"Rev. E. W. Robinson, from the executive committee, reported the action of said committee relative to the sale of a lot upon the university grounds to General O. O. Howard.

"On motion of Dr. H. Barber, the report was agreed to, and the action of the committee unanimously confirmed by the board."

From proceedings of September 10, 1867, seventeenth meeting, page 46.

"On motion of General C. H. Howard, the executive committee was authorized to lease certain buildings and grounds belonging to the university to the Building Block Company."

From proceedings of December 2, 1867, twenty-second meeting, page 51.

"On motion of General Balloch, the board agreed to receive from General O. O. Howard a note on demand, with interest, for \$1,000, and convey to him lot No. 11, in block No. 4, containing one acre, in fee simple, and the president and secretary execute the deed.

"Deed executed December 31, 1867."

From proceedings of April 13, 1868, twenty-eighth meeting, page 59.

"General O. O. Howard, for the executive committee, reported their action in the purchase of the acre lot adjoining the normal department lot; whereupon, on motion of Dr. Loomis, it was voted that the purchase be confirmed of Teresa Beckert, executrix of George Beckert, deceased, of the building known as the Park Restaurant, or lager beer garden, with one acre of land, situated between the Howard University grounds and the present normal department lot, on the east of the Seventh Street road; and that the sum of \$2,000 be, and the same is hereby, appropriated for the first payment, and notes for the balance be executed for \$5,000, to be paid in five years, in equal annual installments, with interest semi-annually, and a deed of trust to secure the same."

From proceedings of February 1, 1869, thirty-ninth meeting, page 73.

"The report on the purchase of lot No. 4 and part of lot No. 5, block No. 21, with seven small brick houses, of General O. O. Howard, was presented by Mr. Robinson,

and accepted, showing the amount due December 15, 1868, to be \$6,539 52; from which, deducting the notes of General Howard given for lots, amounting, with interest, to \$3,063 01, a balance of \$3,476 51 is left, for which the treasurer gave his receipt, to be paid from educational funds to come into the treasury from the sale of other lands."

From proceedings of September 10, 1869, fifty-first meeting, page 87.

"The committee on rental of hospital buildings made their report, recommending that the portion of their buildings in use by the freedmen's hospital be rented to the Bureau of Refugees, Freedmen and Abandoned Lands for \$5,000 per annum, and the school-house for \$10 per month. Passed.

"Mr. Bascom moved that the rent of that portion of the university building now occupied by the Freedmen's Bureau be \$3,000 per annum. Passed."

WASHINGTON, D. C., April 27, 1870.

RICHARD M. HALL sworn and examined.

By Mr. BRADLEY:

Question. Where do you reside, and what is your occupation?—Answer. I reside in Washington; my occupation is real estate agent.

Q. Were you a real estate broker in 1866, 1867, 1868, and 1869?—A. Yes, sir.

Q. State, if you please, whether you know General Howard.—A. Yes, sir. I have known him for several years.

Q. State whether you, as broker, had anything to do with the purchase of the Smith farm; and, if so, at whose request, and by whose authority.—A. I had nothing to do with the negotiation or the purchase of the farm, sir.

Q. After the farm was purchased, state whether you had anything to do with dividing it into lots, and with the sale of those lots; and, if so, what your agency in the matter was.—A. The subdivision was made by other parties; I had nothing to do with that.

Q. State what you had to do, as broker, with the sale of the land, after it had been subdivided.—A. I had been in conversation a number of times with General Howard in relation to the purchase of some place such as that was, and went with him to look at some other pieces of ground about the city. He finally, without the intervention of any agent, bought that farm. Then a resolution of the board of trustees was brought to my knowledge ordering a subdivision of the property, and I was instructed, under a resolution of the board of trustees of Howard University, to sell the lots into which the property had been subdivided.

Q. Have you a copy of those resolutions here, sir?—A. I believe I have, sir.

The following papers were read by the witness:

"WAR DEPARTMENT,
"BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, D. C., June 7, 1867.

"SIR: In accordance with the resolution adopted by the board June 4, I have consulted Mr. R. M. Hall, real estate broker, and recommend the following as minimum prices of lots owned by Howard University:

- Block 1.—Front lots, 10 cents per foot; rear lots, 7 cents per foot.
- Block 2.—Front lots, 10 cents per foot; rear lots, 8 cents per foot.
- Block 3.—Front lots, 10 cents per foot; rear lots, 8 cents per foot.
- Block 4.—Front lots, 10 cents per foot; rear lots, 9 cents per foot.
- Block 5.—Front lots, 9 cents per foot; rear lots, 8 cents per foot.
- Block 6.—Front lots, 10 cents per foot; rear lots, 7 cents per foot.
- Block 7.—Front lots, 9 cents per foot; rear lots, 5 cents per foot.
- Block 8.—Front lots, 5 cents per foot; rear lots, 5 cents per foot.
- Block 9.—Front lots, 4 cents per foot; rear lots, 4 cents per foot.
- Block 10.—Front lots, 4 cents per foot; rear lots, 4 cents per foot.
- Block 11.—Front lots, 5 cents per foot; rear lots, 5 cents per foot.
- Block 12.—Front lots, 6 cents per foot; rear lots, 6 cents per foot.
- Block 13.—Front lots, 7 cents per foot; rear lots, 7 cents per foot.
- Block 14.—Front lots, 5 cents per foot; rear lots, 5 cents per foot.
- Block 15.—Front lots, 3 cents per foot; rear lots, 3 cents per foot.
- Block 16.—Front lots, 7 cents per foot; rear lots, 5 cents per foot.
- Block 17.—Front lots, 7 cents per foot; rear lots, 5 cents per foot.
- Block 18.—Front lots, 5 cents per foot; rear lots, 5 cents per foot.
- Block 19.—Front lots, 7 cents per foot; rear lots, 5 cents per foot.
- Block 20.—Front lots, 5 cents per foot; rear lots, 5 cents per foot.
- Block 21.—Front lots, 5 cents per foot; rear lots, 5 cents per foot.

"2. I recommend, further, that the executive committee be authorized to sell any or all of the above-named lots for not less than the prices above stated, and to receive in payment for any lots sold not less than one-tenth in cash, and the balance in monthly or quarterly installments, on notes which shall be made payable in full with interest, in not to exceed five years from the date thereof.

"3. I recommend, also, that these lots be accurately surveyed, and the bounds of each marked by stakes driven well into the ground, and inscribed with the number of block and lot, and the square contents thereof.

"4. To facilitate sales, I recommend that the executive committee be authorized to employ a real estate broker, and to pay him a commission not to exceed three per cent. of the amounts received from such sales, which commission shall cover all expenses of advertising and showing the property.

"5. I recommend, also, that the agent of the executive committee, or the real estate broker, be authorized to issue to each purchaser of a lot a bond for a deed, to be executed when full payment shall have been made, all expenses of the final conveyance to be paid by the purchaser.

"Very respectfully,

"E. WHITTLESEY, *Agent.*

"E. M. CUSHMAN,

"*Secretary Board of Trustees Howard University.*

"JUNE 10, 1867.

"The foregoing recommendations were adopted by the board of trustees.

"E. M. CUSHMAN,

"*Secretary.*"

"BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
"HEADQUARTERS ASSISTANT COMMISSIONER, DISTRICT OF COLUMBIA,

"*Washington, June 12, 1867.*

"In accordance with resolutions adopted by the board of trustees of Howard University June 10, 1867, we, the executive committee of the said board of trustees, hereby authorize the business agent to employ R. M. Hall, real estate broker, to assist in selling lots belonging to said university, at prices not less than those adopted in the above-named resolutions.

"CHARLES B. BOYNTON,

"O. O. HOWARD,

"W. F. BASCOM,

"E. W. ROBINSON,

"*Executive Committee of Board of Trustees.*"

Q. That paper speaks of front lots; what is meant by the front lots?—A. Those which front on Seventh street are called the front lots. The rear lots are those which front on what would be Sixth street.

Q. An acre contains how many square feet?—A. Forty-three thousand five hundred and sixty.

Q. And at ten cents per foot an acre would come to \$4,356?—A. Yes, sir.

Q. When did you enter upon the duties thus assigned you?—A. Shortly after the date of the first paper I read—it must have been between the 12th and the 20th of June.

Q. Had the ground been surveyed at that time?—A. Yes, sir; and a plat of the ground was furnished me. I sold by the survey which was made by Mr. Cole, I think.

Q. Have you any memoranda or record or list showing the original purchasers, and the prices paid, and whether any lots were taken at the minimum prices?—A. None of the front lots sold for more than ten cents per foot; and none for less, excepting one. I have the list of purchasers of those lots.

Q. And the prices paid for the lots selected at the first selling?—A. Yes, sir. No lots were selected before I commenced selling. I remember mention was made to me, though no definite arrangements were entered into in regard to the matter, that I should hold two or three lots for a few days. I have been trying to call to mind the particular circumstances under which this or that particular reservation was made, that I should not sell this or that lot; but I am not able to do so.

Q. How many such lots were there?—A. I think two or three pieces of ground; I know the number did not exceed three, and I think there were only two.

Q. Do you remember the names of the persons for whom such reservations were made or requested?—A. I am not sure.

Q. Was General Howard one of them?—A. General Howard said nothing to me; but I think General Whittlesey said that a certain lot he wanted to sell to General Howard.

Q. Who else?—A. Another, I think, was saved for General Balloch.

Q. Will you state, as nearly as you can, the dimensions of those pieces of ground?—A. General Howard's was an acre. The other I do not remember. I suppose I could tell by looking over the list of purchasers.

Q. Will you let me look at that list?—A. (Handing it to Mr. Bradley.) That is the settlement I made with Whittlesey and Balloch as trustees, and the prices are affixed.

Q. I understood you to say that you had the original plat, with the names of the parties purchasing annexed?—A. No, sir; I have not that plat.

Q. Where is it?—A. It was lost by the young man I had in my office with me—my clerk.

Q. When was it lost?—A. I first missed it when I changed the location of my office to Louisiana avenue; that was eighteen months or two years ago. I inquired of him what had become of it, and he never could give any account of it.

Q. For whom were lots to be reserved besides General Howard and General Balloch?—A. If there was any other it was Mr. Alvord; but I will not be sure whether there was any reservation in his behalf.

Q. Describe to the committee the position of the acre that is marked as reserved for General Howard.—A. It was situated at the brow of the hill, and fronting on Seventh street.

Q. Is the acre square?—A. It was laid out square; at least, rectangular.

Q. Do you recollect where the lot saved for General Balloch was situated?—A. It was just east of General Howard's.

Q. Fronting on the same cross-street?—A. No, sir; General Balloch's was cheaper ground, in the rear. The price set was eight cents a foot.

Q. What was its dimensions?—A. I think it was an acre; I cannot answer exactly.

Q. Was a deed executed?—A. He purchased shortly after I commenced selling. He paid as the others did, a part of the money down. He received a bond for a deed.

Q. That describes the ground?—A. I suppose so.

Q. Mr. Alvord purchased and paid in the same way?—A. Yes, sir.

Q. This was in 1867?—A. Yes, sir.

Q. Who received the proceeds of these sales?—A. Well, sir, the payments were made to me as the agent; and my settlements were made, as the receipts show, with General Whittlesey, until General Whittlesey was displaced and Mr. Bascom appointed; after that I made my settlements with Bascom.

Q. How long did you continue to act as agent for these sales?—A. Three or four months.

Q. What proportion of the land did you sell?—A. I cannot answer exactly; but I think the sales amounted to about \$130,000. I had really sold about \$140,000, but I think the parties intending to purchase failed in a few cases to complete the contracts; and some have perhaps been adjusted with the more immediate agents of the university; that I know nothing about.

Q. Have you any account of those sales?—A. Yes, sir.

Q. Please show them.—A. These are the settlements.

Q. Gives us the dates and aggregates.—A. Here is one, dated June 9, 1867; this amounts to \$16,507 80. Here is another, dated July 13, 1867, of \$22,700. Another, dated July 13, of \$12,225. Another, dated October 19, 1867, of \$32,759 52. Here is one that does not seem to have a date; the amount is \$10,001 46½. These are Mr. Bascom's settlements. Here is one of April 17, 1868; the amount is \$21,019 41. Here is another of April 17, 1868, of \$1,178 53. That is Mr. Alvord's; his ground must have been an acre, because the price is \$3,136 32. He paid the first and second installments into my hands. I gave him credit for it on his bond. I believe this comprises all. Here is another matter, a settlement I made with General Whittlesey, and took his receipt, July 13, 1867, for \$221. The way this came about was this: After I had quit selling lots for some time the purchasers were, some of them, unable to come forward and close up their transactions as promptly as we had expected they would; and the matter, since it had commenced with me, was left in my hands, until settlements were made with all the purchasers who had arranged to purchase of me.

Q. State what settlements appear to have been made by General Howard?—A. I find in the settlement of April 17, 1868, General O. O. Howard's name as the purchaser of block 4, lot 11, \$1,000; and in the settlement of October 19, 1867, for lots 29 and 30, block 22, \$450 each.

Q. Tell me the amount of General Balloch's purchase.—A. He purchased the lots numbered 9 and 10, in block 8, for \$750 each, at the rate of ten cents a foot; he paid the first installment, into my hands, of \$75 on each lot. I was mistaken in saying that General Balloch purchased the rear lots. Mr. Alvord purchased the rear lots, and General Balloch the lots fronting on Seventh street. The lots purchased by General Howard, in block 22, were two small lots in away back in a remote part of the tract. The money was paid into my hands for this by General Howard, I think, in person.

Q. State the purchases in which Mr. Alvord's name appeared.—A. Mr. Alvord's name appears as the purchaser of lots 22 and 23, block 4, for \$3,126 32.

Q. What is the meaning of the entry in pencil, opposite General Howard's name,

"not down?"—A. In running over these accounts with the clerk I could not find this upon the papers as having been made with me; the settlement did not appear to have been with me. I showed the party who came, however, that I had settled for that lot. The original purchases were entered in a small memorandum book. This purchase was made within two weeks after I commenced to sell. The other, purchased by General Howard, was made three or four weeks afterward.

Q. Do you mean that you received \$1,000 from General Howard at the time the purchase was made?—A. No, sir; I received ten per cent.

Q. Does that paper show the account of the land purchased?—A. It speaks of it as being in block 4, lot 11; the map will show the dimensions.

Q. Is that where his house stands?—A. Yes, sir; and the plat will show its contents. I know it contained an acre, very nearly.

Q. That payment of \$1,000 was made when?—A. It was made August 21, 1867. I find here the authority of the trustees of the university giving me instructions what to do. It is as follows:

"WASHINGTON, D. C., August 20, 1867.

"SIR: At a meeting of the trustees of Howard University, August 14, 1867, the executive committee of the board were authorized by special vote to make an arrangement, at their discretion, for the sale to General O. O. Howard of the lot on which he is erecting a house. In pursuance of which the executive committee, on the 19th instant, passed the following vote: That the business agent is hereby authorized to give General O. O. Howard a bond for a deed of lot No. 11, in block No. 4, of the Howard University grounds, for the sum of \$1,000, payable in five years, with interest, in consideration of his taking a full acre of ground, and also in consideration of his erecting on said lot a house of the value of at least \$10,000.

"Respectfully, yours,

"E. W. ROBINSON,

Secretary of Executive Committee Howard University.

"R. M. HALL, Esq.,

Agent for sale of Howard University lots."

Q. At ten cents a foot, how much would the lot purchased by General Howard amount to?—A. Four thousand three hundred and fifty-six dollars.

Q. Had you anything to do with the purchase of the Barry farm?—A. Yes, sir; I was the agent for the sale of it.

Q. As to the purchase of that land, state what knowledge you have on the subject, by whom you were employed, and all you recollect in relation to the transaction.—A. Here is my authority to sell the farm, signed by Mr. Hanson, the son-in-law of the lady who owned the place. It is as follows:

"WASHINGTON, April 23, 1867.

"SIR: You are hereby authorized and instructed to sell the tract of land owned by Mrs. Juliann Barry, of Washington, D. C., situate on the road leading to the Insane Asylum, and on the Eastern Branch of the Potomac River, in said District, bounded by the walls of said asylum on the south, and the line of Mrs. Talbert's farm on the north, said tract containing three hundred and seventy-four acres, more or less, lying on each side of said asylum road. And upon an agreement of any person or persons to pay the sum of \$50,000, current money of the United States, for said land, and the further sum of \$2,000, to pay all commissions, costs, and charges incident to said sale, you are authorized and fully empowered to close and complete a contract of sale for said land, and to receive earnest money thereon, and to bind the owner of said land in said sale at the sums of money above paid, provided that said \$52,000 shall be fully paid upon the execution and delivery of a deed to said land. The said sale to include all claims for damages done to said land by the government during the late rebellion, by reason of wood cut from the land, or otherwise, and now claimed as due from the government to her, the said Mrs. Barry.

"T. M. HANSON.

"R. M. HALL."

Q. With whom did you engage for the sale of the farm?—A. I carried on the negotiations, after I got that authority, with General Howard.

Q. Did you negotiate with any other person connected with the Freedmen's Bureau, or in any manner interested?—A. The final arrangement was made in this way: I had Senator Pomeroy go out and see the farm before it was purchased, as I understood him to be one of the trustees of the proposed purchase, and I closed the negotiation with John R. Elvans, another of the trustees.

Q. So far as you know, had either of these gentlemen anything to do with Mrs. Barry in that negotiation?—A. No, sir, I think not; I do not think anybody saw Mrs. Barry on the subject except myself.

Q. To whom was the purchase money paid?—A. It was paid in my office by some representative of the Freedmen's Bureau; I forget now who the parties were. Here is the original contract I made for the sale of the land with Mr. Elvans, and signed by myself and Mr. Elvans:

"Contract for sale of Barry farm.

"Know all men by these presents, that I have this day bargained and sold, (as the authorized agent of Mrs. Juliana Barry, of the city of Washington, District of Columbia,) and do hereby bargain and sell, the farm now owned by her, situate, lying, and being, in the said District of Columbia, and adjoining the grounds of the Insane Asylum, in said District, on the east, and lying on each side of the public road leading to said asylum, and extending down from said road to the Eastern Branch of the Potomac River, and adjoining the land of Mrs. Talbert, in said District, to John R. Elvans, of said city of Washington, D. C., in consideration of the sum of fifty thousand dollars, as principal, and the further sum of two thousand to be paid to said agent to cover all costs of conveyancing, commissions, or other expenses attending said sale. The said total amount of fifty-two thousand dollars to be paid by said Elvans to said Juliana Barry and her said agent, upon the execution and delivery of a good and sufficient deed of warranty to said Elvans, and the said Elvans doth hereby agree to take or purchase said land, and to pay therefor the said sum of fifty-two thousand dollars to said Barry and her agent as soon as said deed shall be executed and delivered, and as earnest money on said sale there is hereby paid into the hands of said agent, Richard M. Hall, the party making the sale, the sum of one thousand dollars; and if it shall be found that said title to said land is imperfect, then said agreement to purchase shall be void, and the said one thousand dollars shall be refunded to said Elvans by said agent.

"In witness whereof we have hereto set our signature and seal this 23d day of April, 1837.

"R. M. HALL. [SEAL.]
"JOHN R. ELVANS." [SEAL.]

Q. State whether before that contract you had any negotiation with Elvans on the subject.—A. I had no individual negotiation. Conversations were carried on with him as the representative of the interests we were to purchase. The contract was completed, and the arrangement was made with General Howard as to how much he would be willing to pay, no more and no less, for the farm. They asked a larger amount than this for the farm in the first instance, but I got them down to the price which General Howard expressed himself willing to give, and afterwards the contract was closed with Mr. Elvans.

Q. You had interviews with Mr. Elvans?—A. Yes; I had two or three conversations with him. I think there was an interview between Senator Pomeroy, Mr. Elvans, and myself, (and I really do not recollect whether General Howard was present or not,) held at Mr. Elvans's house, on M street, as to the propriety of the purchase and the money to be paid. I cannot state whether General Howard was present or not.

Q. Do you know of any other purchase by General Howard for the use of the Freedmen's Bureau, in which you were employed?—A. Last fall I carried on some negotiations with General Howard and with Mr. Cole in relation to the purchase of what is called the Miller estate, just south of the Howard University grounds, lying between these grounds and Boundary street of Washington. The parties in that case asked \$85,000 for the land when I commenced the negotiation. I subsequently got them to sell it for \$60,000.

Q. Was that all that was paid?—A. Commissions were paid besides. There were twenty acres of land.

Q. Has General Howard or the government paid the commission?—A. Yes, sir. That was the proposition.

Q. What commission was paid?—A. Three per cent.

Q. The cost of the conveyancing and the stamps were paid by whom?—A. I think it must have been paid by the person selling. I am not certain about that. I did not close the matter up. I made the agreement, and the money was afterwards deposited in court. It was sold under a decree of the court in chancery. I cannot say who paid for the stamps.

Q. Had you any other transactions for the purchase of real estate in this District, either for General Howard, individually, or for Charles Howard, as connected with the Freedmen's Bureau?—A. No, sir. I never had any transaction with Charles Howard.

Q. Or with Mr. Whittlesey?—A. I think perhaps Mr. Whittlesey bought one or two lots of the university grounds. I had no other transaction with him.

Q. The Miller lot, you say, was sold for \$60,000. This money was paid by whom?—A. I think the money was paid by Mr. Cole; he, I know, paid me my commissions. The money was deposited in court. I did not handle the money in this case at all. I do not know who paid it.

Q. Was it Mr. Cole's check or General Balloch's check brought to you by Mr. Cole?—
A. It was Mr. Cole's check that I got for the commissions.

Q. Who was Mr. Cole? What connection had he with the bureau?—A. He had some connection with the bureau. He was a trustee, or something connected with the educational fund of the institution.

The following settlements, referred to by witness, were placed in evidence:

" R. M. Hall, in account with Howard University, Dr.

"To one-tenth on following sales:

Block 2, lot 3, C. L. Buxton.....	\$695 00
Block 2, lot 4, C. L. Buxton.....	730 40
Block 2, lot 7, Daniel Cluck.....	540 00
Block 2, lot 8, Joseph Ross.....	540 00
Block 2, lot 9, Gilbert Gray.....	540 00
Block 3, lot A, Charles Chancey.....	397 80
Block 3, lot 8, D. M. Kelsey.....	1,027 50
Block 3, lot 9, Thomas Woodward.....	826 80
Block 4, lot 11, O. O. Howard, (not down*).....	1,000 00
Block 4, lot 21, J. R. Johnson.....	540 00
Block 7, lot 8, Arthur Payne.....	450 00
Block 7, lot 13, Annie W. Hinton.....	675 00
Block 7, lot 19, Wm. B. Burt.....	750 00
Block 8, lot 8, John Talifer.....	397 50
Block 9, lot 4, George W. Leo.....	362 50
Block 10, lot 2, Henry Thompson.....	450 00
Block 10, lot 1, Joseph Thompson.....	375 00
Block 13, lot 7, A. E. Hall.....	525 00
Block 13, lot 31, A. L. Cardona.....	525 00
Block 16, lot 15, James Morrison.....	375 00
Block 16, lot 14, James Morrison.....	375 00
Block 16, lot 9, Horace Tibbs.....	450 00
Block 16, lot 10, Horace Tibbs.....	450 00
Block 16, lot 17, Henry Cassidy.....	375 00
Block 16, lot 18, Henry Cassidy.....	375 00
	<hr/>
	13,747 50
	<hr/>
Block 16, lot 19, Henry Cassidy.....	375 00
Block 16, lot 16, J. V. N. Huyek.....	375 00
Block 17, lot D, R. E. Boston.....	375 00
Block 17, lot 16, R. E. Boston.....	375 00
Block 17, lot 15, Jacob Grinnell.....	375 00
Block 18, lot 5, Charles Dice.....	375 00
Block 18, lot 22, E. C. Bartlett.....	450 00
Block 18, lot 1, George Ryncal, jr.....	525 00
Block 18, lot 33, Thomas W. James.....	375 00
Block 19, lot 7, Berrill Nixon.....	525 00
Block 19, lot 8, A. J. Barbosa.....	525 00
Block 21, lot 6, Frank M. Lalor.....	560 30
Block 21, lot 10, B. R. Plumley.....	425 15
	<hr/>
Amount sales.....	19,382 95
	<hr/>
One-tenth.....	\$1,938 20.6
To installment on bond of Daniel Clark.....	48 60
To installment on bond of Joseph Ross.....	24 20
To installment on bond of Annie W. Hinton.....	32 50
To installment on bond of Joseph Thompson.....	16 87
To installment on bond of Charles Dice.....	33 75
To installment on bond of Frank Lalor.....	25 20
	<hr/>
	2,119 41.5
Cr. by 3 per cent. on amount of sales, \$581,487.....	581 48.7
	<hr/>
Amount due university.....	1,537 92.8

* The words "not down" are in pencil in the original manuscript.

HOWARD INVESTIGATION.

199

Plumly indorsement.....	\$19 12
Total.....	1,557 04.8
Deduct Kelsey's amount.....	200 00
	<u>1,357 04.8</u>

“ WASHINGTON, D. C., April 17, 1868.

“ Received payment of amount due on foregoing account, to-wit, one thousand three hundred and fifty-seven dollars and four cents, (\$1,357 04.8.)

“ W. F. BASCOM,

“ Chairman Special Committee of Howard University.

“ R. M. Hall, in account with Howard University, Dr.

“ To one-tenth on following sales :

Block 2, lot 5, Mrs. Helen L. Kimball.....	\$765 80
Block 2, lot 11, Mrs. Helen L. Kimball.....	787 50
Block 3, lot 3, L. Watson.....	750 00
Block 4, lots 22 and 23, J. W. Alvord.....	3, 136 32
Block 7, lot 15, J. H. Stine.....	730 35
Block 9, lot 3, Joseph H. Greene.....	375 00
Block 16, lot A, J. V. N. Huyek.....	375 00
Block 16, lot D, Armistead Walker.....	375 00
Block 16, lot 15, J. V. N. Huyek.....	375 00
Block 16, lot 16, Frank Gordon.....	375 00
Block 17, lot 7, John M. McKnight.....	375 00
Block 17, lot 8, John M. McKnight.....	375 00
Block 18, lot 8, Cecilia Schwartz.....	450 00
Block 18, lot 24, J. V. N. Huyek.....	375 00
Block 18, lot 25, J. N. N. Huyek.....	375 00

Amount of sales..... 9,994 97

One-tenth.....	999 49.7
To installment on bond of A. Walker.....	16 87
To installment on bond of J. W. Alvord.....	142 52
To excess received on lot 15, block 7.....	19 65

Cr. by 3 per cent. on sales, \$299 84.9..... 299 84.9

Amount due university..... 878 68.8

“ Received payment, Washington, April 17, 1868, to wit, \$878 68.8.

“ Chairman Special Committee Howard University.

John Kimball, lot 19, block 4, 1-10.....	\$71 28	\$712 80
John A. Prescott, lots 8 and 9, block 5, 1-10.....	135 00	1,350 00
S. J. Gass, lots 16 and 17, block 4, 1-10.....	108 00	1,080 00
A. Bowen, lot 6, block 8, 1-10.....	45 00	450 00
A. Bowen, lot 7, block 8, 1-10.....	45 00	450 00
R. B. Ditrick, lot 5, block 5, 1-10.....	75 00	750 00
Zabina Ellis, lot 10, block 11, 1-10.....	75 00	750 00
Merritt Brown, lot 12, block 17, 1-10.....	60 00	600 00
Joseph M. Whitney, lot 20, block 4, 1-10.....	54 00	540 00
H. F. Nettleton, lots 3 and 4, block 20, 1-10.....	75 00	750 00
H. F. Nettleton, lots 22, 23, and 24, block 17, 1-10.....	112 50	1,125 00
H. F. Nettleton, lots 20 and 21, block 16, 1-10.....	75 00	750 00
H. F. Nettleton, lots 8, 9, 28, and 29, block 13, 1-10.....	210 00	2,100 00
H. F. Nettleton, lot 7, block —, 1-10.....	67 50	675 00
	<u>1,208 28</u>	<u>12,082 80</u>
	442 50	4,425 00
	<u>1,650 78</u>	<u>16,507 80</u>

" Received, Washington, June 29, 1867, of R. M. Hall, \$1,208 28, being the one-tenth cash payment on the above-named lots purchased by John Kimball and others.

" E. WHITTLESEY,
" Agent for Trustees of Howard University.

Frank P. Hughes, lot 2, in block 4, 1-10.....	\$75 00	\$750
James D. Power, lot 3, in block 4, 1-10.....	75 00	750
John A. Prescott, lot 4, in block 5, 1-10.....	75 00	750
Ed. M. Burchard, lot 5, in block 4, 1-10.....	75 00	750
Chas Colne, lots 2 and 14, in blocks 5 and 7, 1-10.....	142 50	1,425
	<u>442 50</u>	<u>4,425</u>

" Received, Washington, June 29, 1867, of R. M. Hall, \$442 50, being the one-tenth cash payment on the above-named lots, purchased by F. P. Hughes and others.

" E. WHITTLESEY,
" Agent for Trustees of Howard University.

Caroline Hunter, (not found,) lot No. 2, block 7, 1-10.....	\$45 00	\$450
Wm. C. Boone, lot No. 12, block 4, 1-10.....	54 00	540
Alfred Wood, lot No. 9, block 6, 1-10.....	75 00	750
A. H. Raymond, lot No. 4, block 4, 1-10.....	75 00	750
A. H. Raymond, lots No. 11 and 12, block 5, 1-10.....	150 00	1,500
A. H. Raymond, lot No. 15, block 4, 1-10.....	54 00	540
Robert Selkirk, lot No. 4, block 17, 1-10.....	60 00	600
Benjamin J. Wilke, lots No. 5 and 6, block 17, 1-10.....	127 50	1,275
E. H. Harner, lot No. 17, block 19, 1-10.....	60 00	600
E. H. Harner, lot No. 18, block 19, 1-10.....	67 50	675
C. A. Shields, lot No. 18, block 4, 1-10.....	54 00	540
Wm. A. Gatley, lots No. 13 and 14, block 4, 1-10.....	108 00	1,080
James H. Wright, lot No. 11, block 9, 1-10.....	45 00	450
Wm. Harris, lot No. 3, block 11, 1-10.....	30 00	300
Ellen Kelley, lot No. 3, block 3, 1-10.....	75 00	750
A. J. Carrier, lot No. 26, block 12, 1-10.....	20 00	600
Ellen Kelley, lot No. 1, block 4, 1-10.....	75 00	750
Wm. T. Scott, lot No. 3, block 7, 1-10.....	37 50	375
J. C. Strout, lot No. 19, block 17, 1-10.....	45 00	450
J. C. Strout, lot No. 18, block 17, 1-10.....	45 00	450
Jno. C. Wilson, lot No. 3, block 5, 1-10.....	75 00	750
D. W. C. Broadhead, lot No. 16, block 19, 1-10.....	60 00	600
D. W. C. Broadhead, lot No. 10, block 6, 1-10.....	75 00	750
D. W. C. Broadhead, lot No. 2, block 20, 1-10.....	52 50	525
C. P. Clark, lots No. 3 and 4, block 18, 1-10.....	120 00	1,200
Thomas L. Dilley, lot No. 17, block 7, 1-10.....	67 50	675
James T. Ross, lot No. 9, block 19, 1-10.....	67 50	675
Ed. Spaulding, lot No. 11, block 6, 1-10.....	75 00	750
		<u>19,345</u>
J. B. Johnson, lots No. 7 and 8, block 16, 1-10.....	75 00	750
C. H. Frost, lot No. 17, block 17, 1-10.....	45 00	450
G. W. Balloch, lot No. 9, block 4, 1-10.....	75 00	750
G. W. Balloch, lot No. 10, block 4, 1-10.....	75 00	750
		<u>22,045</u>
Mrs. S. D. Bartlet, lot No. 1, block 17, 1-10.....	67 50	675
		<u>22,720</u>

" WASHINGTON, July 13, 1867.

" Received of R. M. Hall the sum of \$2,232 50 on the above-named lots, purchased by Caroline Hunter and others of the Howard University trustees, being the one-tenth payment on said sales, as per bonds issued.

" E. WHITTLESEY,
" Agent for the Trustees.

" WASHINGTON, July 13, 1867.

" Received of R. M. Hall the sum of \$221, being credits on the bonds issued on Howard University property.

" E. WHITTLESEY, Agent.

George W. Stickney, lot No. 2, block 16, 1-10.....	\$52 50	\$525
George W. Stickney, lot No. 1, block 16, 1-10.....	52 50	525
William D. Dana, lot No. 3, block 16, 1-10.....	52 50	525
Thomas C. Connolly, lot No. 17, block 18, 1-10.....	45 00	450
Thomas C. Connolly, lot No. 16, block 18, 1-10.....	45 00	450
Joseph Sanderson, lot No. 1, block 5, 1-10.....	75 00	750
George A. Nolan, lot No. 24, block 16, 1-10.....	75 00	750
Mrs. J. L. Lake, lot No. 12, block 6, 1-10.....	75 00	750
Collins Cruser, lot No. 1, block 9, 1-10.....	45 00	450
Collins Cruser, lot No. 2, block 9, 1-10.....	45 00	450
Collins Cruser, lot No. 3, block 8, 1-10.....	45 00	450
Mrs. S. R. Kenyon, lot No. 12, block 16, 1-10.....	37 50	375
Mrs. S. R. Kenyon, lot No. 11, block 16, 1-10.....	37 50	375
Geo. H. Wood, lot No. 9, block 11, 1-10.....	52 50	525
Edward Cruser, lot No. 10, block 9, 1-10.....	45 00	450
Edward Cruser, lot No. 5, block 8, 1-10.....	45 00	450
Edward Cruser, lot No. 4, block 8, 1-10.....	45 00	450
Geo. H. Wood, lot No. 8, block 11, 1-10.....	75 00	750
Geo. H. Wood, lot No. 21, block 17, 1-10.....	60 00	600
Patrick Glennan, lot No. 1, block 20, 1-10.....	52 50	525
John M. Gray, lot No. 2, block 8, 1-10.....	45 00	450
John M. Gray, lot No. 12, block 9, 1-10.....	45 00	450
Margaret D. Wright, lot No. 1, block 3, 1-10.....	75 00	750
	<u>1,222 50</u>	<u>1,225</u>

“WASHINGTON, July 13, 1867.

“Received of R. M. Hall the sum of \$1,222 50 on the above-named lots, purchased by Geo. W. Stickney and others, of the Howard University trustees, being the tenth payment on said sale, as per bonds issued.

“E. WHITTLESEY,
“Agent for the Trustees.

R. M. Hall in account with Howard University.

Dr.

To one-tenth on following sales:

Block 1, lot 2, Joseph Williams.....	\$586 40	
Block 1, lot 3, Joseph Williams.....	594 30	
Block 1, lot 4, James Gray.....	625 00	
Block 1, lot 8, M. V. Wright.....	477 00	
Block 1, lot 9, John Fallon.....	675 00	
Block 1, lot 10, L. F. Ward.....	816 00	
Block 2, lot 6, H. V. Colton.....	801 30	
Block 2, lot 10, N. V. Williams.....	540 00	
Block 2, lot 12, H. V. Colton.....	787 00	
Block 3, lot 4, Roger Bellis.....	799 44	
Block 4, lot 7, E. Spaulding.....	750 00	
Block 4, lot 8, H. C. Windsor.....	990 00	
		\$8,441 44
Block 5, lot 6, J. F. Johnson.....	840 00	
Block 5, lot 10, E. Whittlesey.....	600 00	
Block 7, lot 1, Joseph Joney.....	375 00	
Block 7, lot 5, John Brown.....	450 00	
Block 7, lot 8, Joseph Joney.....	675 00	
Block 7, lot 9, W. L. Eaton.....	675 00	
Block 7, lot 13, W. M. White.....	675 00	
Block 7, lot 16, J. G. Payne.....	750 00	
Block 8, lot 1, John A. Gray.....	450 00	
Block 8, lot 4, E. Creaser.....	450 00	
Block 9, lot 3, Joseph A. Greene.....	375 00	
Block 9, lot 14, John A. Gray.....	450 00	
		<u>6,755 00</u>
		15,196 44
Block 11, lot 1, John Donelson.....	300 00	
Block 11, lot 11, W. F. Finn.....	600 00	
Block 12, lot 6, John Lewis.....	450 00	
Block 12, lot 7, George Lyle.....	450 00	
Block 12, lot 29, O. O. Howard.....	450 00	

Block 12, lot 30, O. O. Howard.....	\$450 00	
Block 16, lot 4, C. C. Snow.....	525 00	
Block 16, lot 5, D. L. Eaton.....	525 00	
Block 16, lot 6, D. L. Eaton.....	525 00	
Block 16, lot 22, W. F. Bascom.....	525 00	
Block 16, lot 23, W. F. Bascom.....	525 00	
		\$5,325 00
Block 17, lot 3, B. F. Kelley.....	675 00	
Block 17, lot 9, F. J. Jones.....	525 00	
Block 17, lot 10, F. G. Jones.....	525 00	
Block 17, lot 11, F. J. Jones.....	525 00	
Block 17, lot 13, G. Mason.....	375 00	
Block 17, lot 20, J. W. Clark.....	525 00	
Block 17, lot E, George W. Diggs.....	375 00	
Block 17, lot F, J. H. Beerd.....	375 00	
Block 18, lot 9, D. Wallis.....	375 00	
Block 18, lot 10, H. Lucas.....	375 00	
Block 18, lot 11, T. E. Sewell.....	375 00	
Block 18, lot 13, George A. Nolan.....	375 00	
Block 18, lot 14, George A. Nolan.....	450 00	
Block 18, lot 15, George A. Nolan.....	450 00	
Block 18, lot 16, George A. Nolan.....	621 00	
		6,921 00
		27,442 44
Block 18, lot 17, George A. Nolan.....	336 68	
Block 18, lot 18, George A. Nolan.....	375 00	
Block 18, lot 23, Mary E. Carter.....	375 00	
Block 19, lot 5, M. S. Galt.....	525 00	
Block 19, lot 6, M. S. Galt.....	525 00	
Block 20, lot 6, A. Cotler.....	375 00	
Block 20, lot 11, Mrs. S. Walker.....	689 40	
Block 21, lot 1, Anne Pinion.....	525 00	
Block 21, lot 2, Joseph Prior.....	375 00	
Block 21, lot 3, Benjamin Page.....	465 00	
Block 21, lot 4, M. H. Lenlore.....	571 00	
Block 21, lot 12, M. A. Camel.....	179 10	
		5,317 08
Total sales.....		32,759 52
One-tenth sales.....		\$3,275 95
<i>Cr.</i>		
By 3 per cent. on sales.....		982 78
By sum due Osborn.....	\$85 00	
By paid G. A. Nolan.....	15 00	
By bonds and blank receipts.....	8 00	
		108 00
Account paid sand banks per subscription for Intelligencer.....	14 00	
Chronicle.....	7 20	
Constitutional Union.....	9 00	
Evening Express.....	6 00	
Evening Star.....	6 00	
		42 20
		1,132 98
		\$2,142 97
<p>" Received payment, Washington, D. C., October 19, 1867, to wit, \$2,142 97. " WILLIAM F. BASCOM, " Chairman Special Committee of Trustees of Howard University."</p>		
J. H. Stine, lot 15, block 7.....	\$750 00	*\$75 00
J. V. N. Huyek, lot A, block 16.....	375 00	37 50
J. V. N. Huyek, lot 15, block 16.....	375 00	37 50
J. V. N. Huyek, lot 25, block 18.....	375 00	37 50
J. V. N. Huyek, lot 24, block 18.....	375 00	37 50
Cecelia Schwartz, lot 8, block 18.....	450 00	45 00

* \$20 deducted.

John M. McKnight, lot 8, block 17.....	\$375 00	\$37 50
John M. McKnight, lot 7, block 17.....	375 00	37 50
Frank Gordon, lot 16, block 16.....	375 00	37 50
Joseph A. Green, lot 3, block 9.....	375 00	37 50
Armistead Walker, lot D, block 16.....	375 00	*37 50
Mrs. Helen L. Kimball, lot 5, block 2.....	765 80	76 58
Mrs. Helen L. Kimball, lot 11, block 2.....	787 50	78 75
J. W. Alvord, lots 22 and 23, block 4.....	3, 136 32	313 63½
J. L. Watson, lot 3, block 3.....	750 00	75 00
	<hr/>	<hr/>
	10, 014 62	1, 001 46½
Deduct excess paid on lot 15, block 7.....	19 65	1 93½
	<hr/>	<hr/>
	9, 994 97	999 50.0
Deduct 3 per cent. per sum paid.....		299 84.9
		<hr/>
		699 65.1
Add payments made November 11, 1867.....		16 87
		<hr/>
Amount due trustees of university.....		716 52.1
		<hr/>
Correct amount due trustees.....		716 52.1

WASHINGTON, April 28, 1870.

R. M. HALL.—Examination continued.

By Mr. BRADLEY:

Question. In your examination-in-chief, you stated your recollection of the sales of the Howard University as amounting to about \$130,000. State whether the abstract you furnished contained a statement of the whole amount of your sales?—Answer. Yes, sir; there were some sales made which were never closed up by me at my office; I do not know whether they have since been closed up at the office of the company or not; there were other sales made in addition to those contained in this statement, which would make up the amount to about \$130,000, according to my first estimate. A small amount of money, \$5 or \$10 a lot, had been paid as earnest money on each lot, but in a considerable number of cases parties never closed up the transaction so far as I was concerned.

Q. These abstracts, then, only show the settlements made by you?—A. That is all; there were pieces of property sold after the matter passed out of my hands.

Q. You speak from memory then, only, in regard to the gross amount of sales?—A. Only from memory; I had a footing at the time.

Q. Have you any account of the sales made by you outside of these abstracts?—A. No, sir; the book in which that account was kept, as I stated yesterday, has been lost; it embarrassed me a good deal in ascertaining exactly what I had done.

Q. How could your accounts be settled with other persons, if you had no memorandum of the sales?—A. At the time each sale was made, I gave to the purchaser a receipt for the earnest money paid, showing what lots were purchased, and the price; the transactions were closed up and settlements made with parties on presentation by them of these receipts. If I had this book I speak of, it would show exactly what was paid on each lot.

Q. When you came to settle with the agent or trustees of the university, did you furnish an account of the transactions upon which you claimed a commission?—A. Yes, sir; I received commissions only on the sales reported in these abstracts.

Q. Have you any account showing the amounts you received upon sales not settled by you?—A. No, sir; I never paid over anything except upon settlements made from abstracts which I have furnished; settlements may have been made upon receipts I furnished at the college for anything I know; indeed, in looking over the books with them five or six months ago, I found there had been one or two receipts brought in there, and settlements made directly on the receipts. Whether there were others or not, I do not know.

Q. To whom did you pay the amounts received as earnest money on the sales made by you, which were not closed up?—A. It has never been paid out. I have now probably from \$100 to \$200 of this earnest money in my hands.

Q. That has never been accounted for to the college, so far as you know?—A. No,

¹ November 11, 1867, \$16 87, paid.

sir; I never accounted to the college for it; I settled with them only on the bonds which I was authorized to sign as agent, and which I presented and turned over to them in each case when my settlements were made. The bonds were issued in duplicate, the college taking one of the copies, and the parties the other. I held the duplicate for the college in my own possession until I made settlements with the trustees or authorized agent. I then turned over the bonds to the trustees, and they were entered of record in the books of the institution.

Q. These bonds which were thus turned over, and transactions not finally settled by you, would show what had been paid by you at the time?—A. Yes, sir.

Q. You have never been called upon to make a statement of the earnest money you received upon transactions not closed?—A. No, sir; and I could not make any statement until the receipts were brought back to me, because I have no record of them now in my possession.

Q. Who was, at that time, financial agent of the university, with whom you transacted your business?—A. Professor Bascom.

Q. You presented yesterday an order of the executive committee of the board of trustees, directing you to make these sales. Please state to the committee whether, when that order was first issued and came into your hands, it was signed by the four parties whose names are now appended to it, or only signed by two of them.—A. I think they were all there; I cannot be positive about it; I do not think that paper was signed after I commenced making sales. Immediately after I commenced to make sales, some persons, I recollect, came to me at my office and suggested that it was hurrying things a little.

Q. You do not recollect that when you began your sales the order was only signed by two trustees; that there was then some suspension of the sales, after which it was signed by two others?—A. The sales were not suspended at any time. I think the sales were commenced under that order at an earlier period than it was expected they would be. Complaint was made that the grounds had not been put in proper order, and that the selections which it was expected would be made had not been made.

Q. In the proceedings of the board of trustees for the 10th of June, I find the following:

“General O. O. Howard made an informal statement of his (the agent's) report, and moved that the executive committee meet at the office of General O. O. Howard, corner of Nineteenth and I streets, to-morrow, at 8.30 a. m., (11th-instant,) for the purpose of receiving and considering said report, with a view to present the same to the board of trustees at their contemplated meeting on the evening of the same day.”

In the minutes of the board of trustees of June 25, 1867, I find the following:

“General Whittlesey, by permission, made a statement in reference to the sale of university lots thus far effected, stating that, in accordance with a vote of the board of trustees, and under the direction of the executive committee, he had authorized Mr. R. M. Hall, real estate agent, to proceed with the sale of lots, and that, up to this date, about \$110,000 worth had been sold.

“General O. O. Howard moved that the executive committee examine into the action of General Whittlesey and Mr. Hall, the real estate agent, in the sale of lots thus far effected, and report to the board at the next meeting. Adopted.

“Mr. J. B. Johnson moved that the sale of the remaining lots be suspended at the discretion of the executive committee. Adopted.”

Do you recollect now of a suspension of sales about that time?—A. I remember there was a suspension talked of. I do not recollect having discontinued the sales until I was authorized finally to suspend the sales altogether. I remember very well receiving the final instructions of the board to suspend the sales. The date I cannot tell. I do not think it was as early as the 25th of June. I did not commence selling until some time in June, and I think I had been selling two or three months before I received orders to suspend.

Q. I now read from the proceedings of the board of trustees, July 2, 1867:

“General Whittlesey, financial agent, submitted a report in writing relative to the purchase of land and sale of lots.

“Professor Bascom, from the executive committee, instructed at last meeting to examine into the action of the financial agent and real estate agent, made a report in writing.

“On motion of General O. O. Howard the report was accepted.”

Mr. BRADLEY called upon General Howard to furnish the reports referred to in the extracts read.

WITNESS. If you will permit me to explain, right there, in relation to that suspension. I think a conversation took place in my office, with the trustees, on that subject. I cannot remember exactly what it was, but it was in relation to the suspension of the sales, because of some objections that were made by parties that had not been permitted to make the selections they wanted to make; that the sales had been made too

hastily; some such conversation as that took place in the back room of my office. They wanted the matter stopped, but it seems to me they agreed that I should go on with the sales; at any rate, I was not stopped at that time.

Q. Was General Howard present at that conversation in your back office?—A. Yes, sir; he was; and Dr. Boynton, General Whittlesey, Mr. Bascom, Mr. Robinson, and perhaps one or two others were there.

Q. Do you recollect who the persons were that objected that they had not had an opportunity to make selections?—A. No, sir; I do not remember that. I know there was some fault about it at the time.

Q. Have you any knowledge of a proposition made by Mr. Cole, or General Howard, or both, to purchase a considerable portion of the university land?—A. No, sir; Mr. Cole became the purchaser probably of an acre of land in the south portion of the tract.

Q. I refer to a proposition to purchase a very large lot of thirty or forty acres, in the northern portion of the tract?—A. No, sir; I have no knowledge of that.

By Mr. KETCHUM:

Q. When did you cease to act as agent?—A. I think it was in September, 1867. It seems to me it was along about that period I received notice from the board to cease any further sales. I may have had notice before that not to sell some lots lying on a ravine where it was contemplated to make a street.

Q. Was the Smith property, when the farm was purchased, improved by streets or buildings?—A. No, sir; it was just a farm, and not fenced, I believe, or at least having a very indifferent fence.

Q. Did you advise with the committee you served as to the policy of getting purchasers to build superior houses, that other purchasers might be attracted?—A. Such a conversation took place two or three times between General Whittlesey and myself.

Q. Do you recollect whether General Howard's dwelling was the first one begun on that tract?—A. I think it was the first private residence.

Q. What class of houses did General Balloch and Mr. Alvord build on their lots?—A. They built very fine houses.

Q. Did you know, when you negotiated for the Barry farm, what the land was to be used for?—A. I had some idea of it from what General Howard and others had told me. I had a conversation, perhaps, with Senator Pomeroy about it.

Q. Did you suggest caution on that subject, and speak of exciting prejudice against allowing colored people on the land?—A. Yes, sir; I did.

Q. Has the land since been improved with buildings?—A. O, yes, sir; it is all covered with very good comfortable houses now.

Q. Can you state about how many have been erected?—A. I think several hundred houses, occupied by freedmen.

Q. Is there a school-house there?—A. I am not certain about that.

Q. Is that Miller property of twenty acres worth the \$60,000 paid for it?—A. Yes, sir; I think it is well worth it. I would like to sell it for all I could make above that.

Q. How much more is it worth?—A. If I had had the sale of it a month earlier, I think I could have made \$15,000 more, by the subdivision of it into lots.

By Mr. ROGERS:

Q. When was the purchase of the Miller property made?—A. I think it must have been in November last.

Q. You say it is worth \$60,000 now. Was it worth that then?—A. Yes, sir; I regarded it as a very good purchase. They asked \$85,000 for it when I commenced the negotiation.

Q. You say you handed over the contracts to the board of trustees for all concluded settlements?—A. I made a statement of the sales of lots to the agent of the university while I had still the memorandum from which I could make it. I gave one to the parties, as I stated, when each sale was made, and receipted for the earnest money; and after losing my memorandum book, the presentation of that receipt would be the only record I should have of the sale.

Q. That earnest money, I understand, you have never paid over to the university.—A. No, sir; I did not know to whom it could be properly paid, and I should claim it, at any rate, as my own commission on the sale of lots. I do not think the university would have the right to claim it in any event.

Q. Suppose it came to more than your commission?—A. Then the excess, as I understand, would go to the person making the purchase.

By the CHAIRMAN:

Q. When was this Miller farm purchase consummated?—A. I have not heard whether the deeds have yet been passed, or not. I know that the money was placed on deposit in court; at least the attorneys themselves, and Mr. Cole, told me so. I only know from their statement.

By Mr. ROGERS:

Q. State whether it is not the custom of real estate brokers to act merely as the agent for the parties whom they represent in the transactions.—A. Yes, sir.

Q. Then do you consider money received as earnest money to fulfill a contract as coming to you if forfeited?—A. It is usual for agents to claim the amount of their commission from any forfeiture that may be placed in their hands.

By Mr. MCNEELY:

Q. Who were you acting for in purchasing the Miller farm?—A. I was acting for the parties who owned the property. I had a written agreement from them to sell it.

WASHINGTON, D. C., April 28, 1870.

JOSEPH M. BROWN sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I am at present chief quartermaster of the Freedmen's Bureau, and have been since September last. Prior to that time and since July, 1865—just after the close of the war—I was quartermaster and disbursing agent for the District of Columbia.

Q. State to the committee whether you, as an officer of the bureau, had anything to do with the disbursements at the Howard University grounds.—A. I had nothing to do with the university—only with the hospitals.

Q. Had you anything to do with the payment of the laborers employed there?—A. No, sir.

Q. Or for any of the lumber?—A. I sent some lumber onto the university grounds, to what is called Effingham Place.

Q. At what time was your connection with the hospital buildings—before or after the contract was made?—A. My first connection with it was at the time the contract was made.

Q. Had you anything to do officially with the making of that contract?—A. I did; it was drawn up in my office.

Q. Under whose instructions?—A. Under the instructions of General Charles Howard, assistant commissioner.

Q. Have you a copy of that contract?—A. I have not, with me; I think a copy of it was sent down here with the other documents.

Q. Have you any means by which you can arrive at and state to the committee the amount of lumber sent to the university grounds, and paid for by you?—A. I can give you the number of feet.

Q. And the dates?—A. I cannot give the dates; the matter was running along for perhaps a year.

Q. Between what dates?—A. I should say from the summer or fall of 1867 until some time in July, 1868.

Q. Did you say you could give the amount in feet?—A. Yes, sir; I find the aggregate amount is feet to be 143,527.

Q. And the cost?—A. The cost I could not give without making an estimate, as there were different kinds of lumber at different prices; some of it was old lumber, and some of it new. I should say that \$22 per thousand would be perhaps a fair average of the value. A part of the lumber was worth only about \$10 per thousand. I also find an account of six thousand shingles, worth \$4 per thousand.

Q. Was that lumber purchased in the city of Washington?—A. Some of it was, but only a small portion; the larger part of it was purchased in Maine, at Bangor.

Q. Do you know whether or not some of that lumber was used by the brick-makers on the Howard University grounds?—A. I do not, of my own knowledge, know it.

Q. Did you have occasion to make any complaint on account of its being so used?—A. At one time I spoke to the general when I had reason to believe it was being so used.

Q. Do you recollect doing so on more than one occasion?—A. No, sir.

Q. Have you any knowledge whether any action was taken by General Howard on your complaint?—A. Yes, sir.

Q. Was any order given, or action taken, in any shape that would be a matter of record?—A. No, sir; no order was given except a verbal order to me.

Q. What was that order?—A. That if the company had taken any lumber it should be paid for; and I was directed to take possession of the building; not only our lumber, but theirs.

Q. Did you do so?—A. I did; and it has not been in their possession since.

Q. Do you know anything in regard to the lumber that was employed in the erection of those tenements on what is known as the Barry farm?—A. I do.

Q. Had you any official connection therewith?—A. Yes, sir; I was directed to furnish a certain amount of lumber to the superintendent at the Barry farm.

Q. What was that amount?—A. I received instructions to furnish to each actual builder lumber to the amount of \$76 45. The superintendent had a plan according to which he required each man to build, they furnishing the nails, &c., and all the lumber above the \$76 45 worth furnished them.

Q. Was there any provision regarding that excess?—A. They had a right to make a request to purchase at cost whatever they needed to make a larger house, if they desired to build larger. If their request was approved by the superintendent I was ordered to sell to them for cash.

Q. What was done with the money so received?—A. It was turned into the treasury.

Q. By whom was the lumber purchased?—A. By General Charles H. Howard.

Q. What was his position?—A. Assistant commissioner of the bureau.

Q. Who paid for it?—A. I paid for it.

Q. What was the amount?—A. I have a statement here which was prepared some time ago, and which I will read, if the committee desire it; the expenses for freight, inspection, wharfage, handling, everything.

Q. What is the aggregate?—A. The aggregate is \$61,420 53.

Q. Out of what fund was that paid?—A. Out of the appropriation for the support of the bureau.

Q. By whose order?—A. By the order of Charles H. Howard, assistant commissioner.

Q. Did you have orders in writing for those payments?—A. No, sir; he purchased that himself. When the bills came in I took up the lumber and accounted for it in the usual way at the treasury, and he approved the account.

Q. Where was it purchased, and from whom?—A. From J. B. Foster, Bangor, Maine.

Q. Do you know, of your own knowledge, whether Mr. Foster is engaged in the lumber business?—A. I do not.

Q. Was he any relation to Charles H. Howard?—A. I do not know whether he was then or not, but he is now; Charles H. Howard married Mr. Foster's daughter. That was subsequently to this purchase, I think.

Q. Do you know at whose risk that lumber was shipped from Bangor?—A. It was shipped at the risk of the government.

Q. In what vessels?—A. In chartered vessels—not in government vessels.

Q. Was it insured?—A. It was not.

Q. Was not a portion of it lost at sea?—A. Yes, sir.

Q. In what way?—Q. By being lost overboard from the steamer Ella Hodgson, and from the brig Raboni.

Q. What was the amount of the loss?—A. Of lumber, 30,777 feet; and 216,000 shingles.

Q. What was the value of the lumber that was lost?—A. Nine hundred and seventy-one dollars and forty cents.

Q. This included a portion of two cargoes?—A. Yes, sir.

Q. Did you pay for that lumber and those shingles?—A. Yes, sir; they were paid for at Bangor. But I paid no freight on the lumber that was lost—only the original cost.

Q. What was the price of that lumber?—A. The prices varied somewhat, according to the quality.

Q. Do you know anything about the filling up of a piece of land; the cutting down of square 1025, and the filling up south of 1025?—A. I paid the accounts on that.

Q. Have you your abstract of the cost of that?—A. I have here a contract, or rather an agreement, for doing the work.

Q. An agreement with whom?—A. Mr. J. W. Van Derburgh.

Q. What is the date of that contract?—A. The 2d of April, 1869. It is more properly an agreement.

Q. I observe in your abstract deed a reference to an agreement; is this it?—A. Yes, sir.

Q. What is the aggregate expenditure for that work?—A. I have the city surveyor's estimate upon which it was paid; the total number of cubic yards was 101,569.

Q. At how much per yard?—A. Thirty cents.

Q. Does that make \$32,973 33?—A. Yes, sir; about that. I have not my abstracts here; I take this from the statement of the city surveyor.

Q. Did you pay anything to Charles H. Bliss, as surveyor, for the survey?—A. He was paid the regular rate.

Q. By whose direction?—A. It was done on the order of General Howard, and approved by Major D. G. Swain.

The following are documents referred to in the course of the preceding examination:

Statement of lumber purchased in Maine by General Charles H. Howard, assistant commissioner, D. C., in 1867 and 1868.

17,515 feet lumber, pine, at \$25 00 per M	\$437 81
35,039 feet lumber, pine, at \$24 00 per M	841 65

20,035 feet lumber, pine, at \$23 00 per M	\$460 80
39,485 feet lumber, pine, at \$20 00 per M	789 70
<u>112,104</u>	
44,546 feet lumber, spruce, at \$16 50 per M	735 00
588,222 feet lumber, spruce, at \$16 00 per M	9,411 55
277,000 feet lumber, spruce, at \$15 00 per M	4,155 00
<u>909,768</u>	
1,019,577 feet lumber hemlock, at \$14 00 per M	14,274 08
95,082 feet lumber, hemlock, at \$13 50 per M	1,297 10
18,728 feet lumber, hemlock, at \$13 00 per M	243 46
<u>1,134,387</u>	
2,253 feet lumber, refuse, at \$7 50 per M	16 89
59,659 feet lumber, refuse, at \$7 00 per M	417 61
1,368 feet lumber, refuse, at \$6 50 per M	8 89
<u>63,280</u>	
554,000 shingles, at \$2 50 per M	1,385 00
1,893,750 shingles, at \$2 25 per M	4,260 93
<u>2,447,750</u>	
866,500 laths, at \$2 50 per M	2,166 25
Freight on 2,188,762 feet lumber, at \$5 23½ per M, (average)	11,454 52
Freight on 2,231,750 shingles, at 64½ cents per M, (average)	1,435 75
Freight on 866,500 laths, at \$1 per M, (average)	866 50
Total paid for inspection and survey, at 35 cents per M, lumber	766 06
Total paid for wharfage	425 64
Hauling 2,188,762 feet of lumber, at \$1 per M	2,188 76
Hauling 2,231,750 shingles, at 25 cents per M	588 93
Hauling 866,500 laths, at 25 cents per M	216 62
Total paid for watching, handling, &c	2,576 03
<u>Grand total</u>	<u>61,420 53</u>
The cost in Maine of the lumber lost, \$971 49, is included in the above amount— \$61,420 53.	
Lost overboard from schooner Ella Hodgson, and brig Raboni :	
24,026 feet hemlock lumber, at \$14 per M	\$336 36
758 feet hemlock lumber, refuse, at \$7 per M	5 30
5,993 feet pine lumber, at \$24 per M	143 83
<u>30,777</u>	
216,000 shingles, at \$2 25 per M	486 00
<u>Total</u>	<u>971 49</u>
<i>Statement of the above lumber delivered—Washington prices.</i>	
112,104 feet pine lumber, at \$35 per M	\$3,923 64
2,044,155 feet spruce and hemlock lumber, at \$25 per M	51,103 87
63,280 feet refuse spruce and hemlock lumber, at \$12 50 per M	791 00
2,447,750 shingles, \$4 50 per M	11,014 87
866,500 laths, at \$4 per M	3,406 00
<u>Total</u>	<u>70,299 38</u>
Deduct Washington price of lumber lost	1,791 87
	<u>68,507 51</u>
Washington	\$68,507 51
Maine	61,420 53
	<u>7,086 98</u>

“WASHINGTON, D. C., April 2, 1869.

“I hereby agree to do all the cutting, filling, and grading required by the Bureau of Refugees, Freedmen and Abandoned Lands on that portion of square No. 1025, Washington, D. C., (near the navy yard,) now owned by the Bureau of Refugees, Freedmen and Abandoned Lands, not included in former agreement, (now fulfilled,) dated March 1, 1869, to reduce said square No. 1025 to the level of the city grade, (the grades to be furnished by C. H. Bliss, city surveyor,) at the rate of thirty (30) cents per cubic yard, measured in excavation.

“Payments to be made after inspection and acceptance of the work, by an officer or agent of the Bureau of Refugees, Freedmen and Abandoned Lands, on the certified estimates of the said C. H. Bliss, city surveyor.

“I further agree to employ colored laborers (freedmen) on the work, at the rate of one dollar and twenty-five cents (\$1 25) per day, giving preference to the destitute at Barry farm, so far as practicable.

“Witness my hand, this 2d day of April, 1869.

“J. V. W. VANDENBURGH.

“Witness:

“E. MADDOX.

“Approved: By command of

“Brevet Major General O. O. HOWARD,
“Commissioner.

“D. G. SWAIM,

“Brevet Major United States Army and Aide-de-Camp.

“Triplicates.

“SURVEYOR'S OFFICE, CITY HALL,

“Washington, D. C., September 14, 1869.

“Sir: Herewith please find final estimate of excavation required to grade square 1025, under contract with J. V. W. Vandenburg, made in April, 1869.

Total number of cubic yards.....	101,569
Previously estimated.....	93,168
	8,402
Balance.....	\$2,520 60
Amount due, at 30 cents per cubic yard.....	8,402

“Yours, very respectfully,

“CHAS. H. BLISS, Surveyor.

“General O. O. HOWARD,
“Commissioner Freedmen's Bureau.

“A true copy:

“D. G. SWAIM,
“Brevet Major United States Army and Aide-de-Camp.”

WASHINGTON, D. C., April 29, 1870.

JOSEPH M. BROWN—Examination continued.

By Mr. BRADLEY:

Question. Please state to the committee whether you paid any sums of money for laborers, at the grounds of the university.—Answer. The rolls were paid in my office; but the payments were made by General Balloch; I only certified to the correctness of the payments.

Q. Have you any memoranda to show the amount of the payments so made?—A. I have not; I acted only as agent in the matter.

Q. You gave us yesterday, I believe, the aggregate cost of the lumber furnished at the Barry farm, mostly purchased from Maine?—A. Yes, sir; but some of that went for tenements and school-houses.

Q. Can you give us the amount per foot that it cost?—A. I have the statement of it made out here, sir. I will read it—

Statement of cost of lumber, &c., per thousand, purchased in Maine, by General Charles H. Howard, assistant commissioner, D. C.

	Per M.
Pine lumber, (assorted).....	\$30 15†
Spruce and hemlock boards, scantling and timber.....	22 32

Refuse spruce and hemlock	\$14 65
Spruce shingles	3 37½
Laths.....	3 87¼

The above prices include freight, wharfage, and all other expenses at Washington, D. C.

Q. As to the hauling, how was that done?—A. By teams.

Q. Government teams?—A. No, sir; teams belonging to private parties.

Q. What was the cost for hauling?—A. A dollar a thousand; that includes loading and handling, and all that.

Q. What kind of lumber was this that cost \$30 15 per thousand?—A. White pine, assorted—suitable for doors and fine inside work.

Q. Is any of that lumber still on hand?—A. I think not; a very small amount, if any.

Q. You say that a portion of this lumber was used in the erection of tenement buildings; what do you mean by that?—A. At the time of the organization of the bureau a great many barracks were turned over into its hands. These barracks were filled by colored people, mostly in very destitute circumstances. The parties who had owned the lands, but who, during the war, had left them unused, desired to have the lands and occupy them. So it was necessary to break up these camps and barracks. In order to provide a place for these poor people, thus obliged to vacate those houses, those tenement houses on Capitol Hill were built. There are four rows of them, seventy-six houses in all, each house capable of accommodating three families, giving to each family three rooms. These rooms were rented at a nominal price; in some cases no rent at all was paid.

Q. Can you recollect the price at which they usually rented?—A. My impression is, from \$3 to \$5 a month for the suite of three rooms.

Q. Were there any other buildings of a similar kind erected?—A. Yes, sir; ten others, of the same size, and for the same purpose, near the Capitol.

Q. When were they built?—A. In 1867, I think.

Q. Can you give the committee the aggregate cost of those eighty-six houses?—A. My impression is that they cost about \$1,300 apiece.

Q. Are they still retained by the bureau, or what disposition has been made of them?—A. After they were built, I had them put on my property return, and accounted for them at the treasury; I was afterward directed to transfer them to the trustees.

Q. What trustees?—A. The trustees of the educational fund. And so they were transferred by me to them.

Q. By whose direction?—A. By order of the Commissioner, General O. O. Howard. I filed that order, and a copy of the deed, in the Treasury Department; and that relieved me of responsibility to the government.

Q. Do you recollect when this was done?—A. It was within the past year—in 1869.

Q. Do you know whether, in point of fact, Howard University has anything to do with those buildings?—A. No, sir; I do not know.

Q. Do you know anything about the purchase of the ground upon which these buildings, respectively, were erected?—A. No, sir; I do not.

Q. I make the aggregate value of those houses \$111,800; is that correct?—A. I should think that was not far from it. I remember more nearly the cost of each building; they cost, I think, about \$1,300 apiece. They are three-story buildings with a stone foundation.

Q. How and by whom was the work upon those buildings done?—A. It was done by the bureau; it also furnished the material, employed a superintendent and foreman, &c.

Q. Who was superintendent?—A. His name was Perkins.

Q. How was he employed?—A. By the month. He kept the time of the men, and at the close of the month they were paid by me.

Q. Directly, or through Mr. Perkins?—A. The money was not handled by Mr. Perkins, but was paid directly to each workman.

Q. Can you give us the aggregate cost of the buildings on the Barry farm?—A. The amount of lumber given to each actual builder was \$76 45.

Q. How many buildings are there?—A. About two hundred houses.

Q. Nothing but lumber was furnished?—A. No, sir; and when they wanted more lumber than would amount to \$76 45 they had to pay for it themselves.

Q. Have you anything to show how many cases there were in which the expenditure for lumber amounted to more than \$76 45, and how much more?—A. No, sir. I know that some of those persons did want to build larger houses than \$76 45 worth of lumber would build. In such cases they made a request for the lumber, and it was furnished them at cost price.

Q. What became of the money so paid for this extra amount of lumber?—A. It was paid into my hands, and I accounted for it at the treasury.

Q. How much in all, to the best of your knowledge, was thus paid in?—A. I should suppose between \$700 and \$800.

Q. Please look into the matter a little, and if you find you are in error, come before the committee again and correct it.—A. I will.

Q. You stated yesterday that the cost of grading square 1025 amounted to \$32,973 33; to whom was that paid?—A. That was paid by me directly to the contractor, Major Vandenburgh.

Q. Have you any knowledge of the manner in which Mr. Vandenburgh disbursed that money?—A. He paid it out to the laborers.

Q. And no portion of that money was retained by the bureau?—A. Not a cent of it, sir. My vouchers will show that he received the money.

Q. In this contract, introduced by you yesterday, reference is made to a prior contract; have you with you that prior contract?—A. Yes, sir; I have it here.

The contract is as follows :

“WASHINGTON, D. C., March 1, 1869.

“I hereby agree to do all the cutting, filling, and grading required by the Bureau Refugees, Freedmen and Abandoned Lands on square 1025, near the navy yard, Washington, D. C., to reduce said square to the city grades, at the rate of twenty-five (25) cents per cubic yard, measured in excavation.

“Payments to be made after inspection and acceptance of the work by an officer or agent designated by the Bureau Refugees, Freedmen and Abandoned Lands.

“I further agree to employ colored laborers (freedmen) on the work, at the rate of one dollar and twenty-five cents (\$1 25) per day, giving preference to the destitute at Barry farm as far as possible.

“J. V. W. VANDENBURGH.

“Approved, by command of Brevet Major General O. O. Howard, Commissioner :

“D. G. SWAIM,

“Brevet Major United States Army, A. D. C.”

Q. State whether the work done under that contract is included in the sum total.—A. Yes, sir.

Q. A portion of the work was done at 25 cents per yard, and the other at 30 cents per yard?—A. Yes, sir. You asked me yesterday to bring with me to-day this account with Bliss. I have the voucher here. Those payments were made on his measurements.

Q. That was for his personal services?—A. Yes, sir.

Q. That is included in the other?—A. Yes, sir. He charged but the regular prices to which he was entitled by law. He is in error in regard to the ownership of the farm.

Q. Do you remember putting up some small houses on the university grounds?—A. Some old barracks were taken up there and refitted for the use of the students.

Q. What was the cost of that?—A. I do not know.

Q. Do you remember paying, in February or March last, for the painting of some fences?—A. I think I paid for the painting of some fences around the hospital, and for building some walks.

Q. State whether you paid for some bricks which were delivered to the hospital building.—A. No, sir; I paid for no bricks whatever.

Q. Have you no recollection of any payment made to the brick company before the bricks were delivered?—A. No, sir; I paid the money to the contractors.

Q. Did you pay any money before the bricks were delivered?—A. I do not know whether they had been delivered or not. The architect brought me a statement of the amount of work done, and on that I paid.

Q. Have you a voucher for your first payment on account of the hospital?—A. Yes, sir. There is the contract; there the certificate of the architect; there is the voucher.

The documents referred to were introduced in evidence :

“Articles of agreement made and entered into this sixteenth day of July, A. D. 1868, between Brevet Major J. M. Brown, disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, of the one part, and Thomas Evans and Thomas B. Entwisle, residents of Washington City, District of Columbia, of the other part :

“This agreement witnesseth that the said Brevet Major J. M. Brown, disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, for and on behalf of the United States, and the said Thomas Evans and Thomas B. Entwisle, their heirs, executors, and administrators, have covenanted and agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, namely :

“First. That the said Thomas Evans and Thomas B. Entwisle, their heirs, executors, and administrators, shall erect a hospital building for Freedmen on Fifth street, beyond Boundary street, Washington City, D. C., in accordance with certain plans and specifications made by Searles, architect, and filed in the office of the assistant

commissioner of the District of Columbia, Bureau Refugees, Freedmen and Abandoned Lands, the said Thomas Evans and Thomas B. Entwisle furnishing all the labor and materials required in the construction and completion of said hospital building.

"Second. It is further agreed that the said Thomas B. Entwisle and Thomas Evans shall so order the work upon the said hospital building as to have it under roof on or before the fifteenth day of November, A. D. 1868, and as to have the said hospital building completed and ready for occupancy on or before the fifteenth day of February, A. D. 1869; the workmanship to be done in the most thorough manner.

"Third. In consideration whereof the said Thomas Evans and Thomas B. Entwisle shall receive therefor the sum of \$48,900, payments to be made from time to time as the assistant commissioner District of Columbia, Bureau Refugees, Freedmen and Abandoned Lands, may direct, on the work as it progresses upon the certificate of, after inspection by, the architect, or an agent designated by the Bureau Refugees, Freedmen and Abandoned Lands, provided that not less than twenty per centum on all payments shall be withheld until the said hospital building is completed and accepted by the architect or an agent designated by the Bureau Refugees, Freedmen and Abandoned Lands.

"Fourth. No member of Congress shall be admitted to any share herein, or any benefit to arise therefrom.

"In witness whereof the undersigned have hereunto placed their hands and seals the day and date above written.

[SEAL.]

" J. M. BROWN,
" Brevet Major and D. O., D. C., B. R., F. and A. L.

[SEAL.]

" THOMAS EVANS,
" THOMAS B. ENTWISLE.

[SEAL.]

" Approved :

" C. H. HOWARD,
" Assistant Commissioner.

[Internal revenue stamp, five cents.]

" Witnesses :

[SEAL.] " GEORGE F. MARBLE.

[SEAL.] " E. A. HOLMAN."

" WASHINGTON, D. C., August 21, 1868.

" GENERAL: There is due at this date to Evans and Entwisle, on their contract for doing the carpenter, joiner, mason, and other work required in erecting and finishing on the lot corner of Fifth and Pomeroy streets, near the city of Washington, D. C., a building designed to be used for a hospital for refugees and freedmen, \$1,300 over the reservation of twenty per cent., as provided by said contract dated 16th day of July, A. D. 1868.

" HENRY R. SEARLE,
" Supervising Architect.

" Brigadier General C. H. HOWARD,
" Assistant Commissioner Bureau Refugees, Freedmen and Abandoned Lands, D. C.

" \$1,300.
(Estimate No. 1.)

" THE UNITED STATES
1868.

To EVANS & ENTWISLE, Dr.

" Aug. 21.—For services in laying foundation and mason's work of hospital for refugees and freedmen, corner Fifth and Pomeroy streets, Washington, D. C., under contract dated the 16th of July, 1868..... \$1,300 00

" Approved, and payment ordered.

" C. H. HOWARD,
" Assistant Commissioner.

" I certify that the above account is correct and just; that the services were rendered as stated, and that they were necessary for the public service, in accordance with certificate of Henry R. Searle, architect, hereto annexed.

" J. M. BROWN,
" Brevet Major and D. O. B. R., F. and A. L.

" Received at Washington, D. C., the 22d of August, 1868, of Brevet Major J. M. Brown, disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, the sum of thirteen hundred dollars and no cents, in full of the above account."

" EVANS & ENTWISLE.

" Paid by check No. 897 on the Treasurer of the United States at Washington, D. C. dated 22d August, 1868, for above amount."

Q. Do you know who paid for the bricks in that hospital?—A. I do not. I suppose the contractor paid for them; they were to furnish all the material.

Q. In your financial relations to the bureau, had you anything to do with the payment of mileage to any officer of the bureau?—A. I have not had recently. I used to pay district officers in time past when traveling about the district.

Q. Have you any knowledge of payments made to any officers of the bureau by yourself or other paymaster, for mileage when traveling was not done?—A. No, sir; mileage was allowed for any excess of ten miles; under ten miles no mileage was allowed. I paid no mileage inside of ten miles, nor outside of the district.

Q. What do you mean by the district?—A. The division or department known as the District of Columbia, included a part of the State of Maryland and also West Virginia.

Q. Have you any knowledge of any case in which mileage was paid where transportation was furnished also?—A. I have not.

Q. Have you the pay-rolls of the clerks, and assistants, and agents employed at headquarters here in 1866?—A. No, sir.

Q. Were they ever in your charge?—A. They were not.

Q. Who paid those?—A. General Balloch; he is the chief disbursing officer.

Q. Have you anything to show the gross amount that has been expended by you as paymaster up to the 1st of April, 1870?—A. On what account?

Q. The gross amount paid by you as paymaster of the bureau.—A. I have not with me, but I can get it.

Q. Please do so; also bring the gross amount disbursed by you on account of the university for labor, material, painting, and general expenses. Were there any expenses paid by you at the Barry farm, except for lumber?—A. Some labor was done there; a school-house was built there; some roads were constructed.

Q. Please furnish those to the committee also. Have you any knowledge of the construction of a sewer at the university grounds?—A. I know a sewer was constructed there. I had nothing to do with the building of it.

Q. Do you know where it discharges?—A. Yes, sir; down into that little stream west of the grounds. It passes from the university directly down the street, crosses the turnpike and discharges into that little run.

Q. Do any private sewers open into that?—A. I do not know.

Q. Was any deduction made on account of private use?—A. No, sir.

Q. Who paid the expense of its construction?—A. General Balloch, I presume.

Q. The school-house and those buildings at the Barry farm—by whose directions were they constructed?—A. By direction of the assistant commissioner, General Charles Howard.

Q. What are the dimensions of that school-house?—A. I could not give the exact dimensions; it is quite a good-sized school-house—the only school-house there for the colored people. The lot for the school-house was donated.

Q. All these payments made by you, to which you testify, were reported by you to the head of the bureau?—A. I made the disbursements on the authority and with the approval of the assistant commissioner, General Charles Howard.

Q. Had you any connection with the trustees of the Barry farm?—A. None whatever.

Q. Did you have anything to do with the making of the report of the trustees of the university as to expenditures there?—A. None whatever.

Q. Who are the trustees of the educational fund of which you speak?—A. They are the same as the Barry farm trustees.

Q. Have you any knowledge of payment to any one for taking care of the furnaces at the Howard University?—A. Yes, sir; I paid for them.

Q. To whom?—A. Two men were employed there by Mr. Barber. I employ Barber to do it, and he pays his own men. Barber is paid \$40 a month for the care of the university.

Q. Are the headquarters of the bureau now in the university building?—A. Yes, sir; those furnaces heat the offices of the bureau. We could not heat the offices of the bureau without heating the offices of the university.

Q. Do you furnish the fuel for these furnaces?—A. Yes, sir.

Q. And they heat the entire building?—A. Yes, sir.

Q. How long have you been making this payment of \$40 a month?—A. We went there in December, 1868.

Q. And remain there still?—A. Yes, sir. I do not think, though, that we require any furnaces there now.

Q. What amount has been expended for fuel since you went there?—A. I have no means of telling you.

Q. Have you any knowledge from whom those headquarters are rented?—A. They are rented from the university.

Q. What rent is paid?—A. My impression is \$2,500 a year.

Q. Is it not \$250 a month?—A. I will not be certain.

Q. Do you know what rent was paid for headquarters before you went to the university?—A. We paid \$2,500 a year for the main building rented of Mr. Hoover; we paid \$75 a month for the claim division; we paid \$100 a month for the office of the chief medical officer.

Q. State whether all those offices have been transferred to the university.—A. Yes, sir.

Q. And the only rent now paid is the amount paid to the trustees of the university?—A. No, sir; we pay rent for the hospital.

Q. What rent?—A. I think \$5,000 a year. I may be incorrect about that; if I am, I should like permission to correct it hereafter.

Q. Certainly.—A. I have not stated all the rents we pay; the rent of the office of the assistant commissioner is \$112 a month; it was \$112 a month; it is now in the main building; all the offices are in the university. Then, in addition to that, there are the hospital grounds, belonging to the Freedmen's Bureau; we paid—I cannot tell the exact amount—I think some \$1,500 a year for the land alone where those buildings stood.

Q. Did you pay any rent for Campbell Hospital?—A. We paid for rent of land.

Q. To whom?—The agent was an old gentleman by the name of Bohrer; I paid the rent to him and took a receipt from the heirs. I will give you the amount to-morrow.

Q. Have you any knowledge whether or not any of the officers of that university are paid by the bureau?—A. I have no knowledge whatever upon the subject.

Q. Who would have charge of this payment, if there were such payments?—A. I suppose Mr. Cole is the gentleman; he is not connected with the bureau directly.

Q. Were any of the salaries of officers there paid out of the treasury of the United States?—A. Not to my knowledge. Mr. Cole would make the payments for services rendered the university. General Balloch receives his salary for services rendered the bureau as chief disbursing officer.

Q. Has Mr. Cole any authority to draw a check on the treasury?—A. No, sir; he has no funds in the treasury; the check would not be honored if he did. Mr. Cole is financial agent of the university. He is connected with the bureau, and what he does he does without salary.

Q. If any of the professors were paid out of the treasury, who would pay them?—A. General Balloch, if any such thing was done.

Q. You said that certain barracks, in which poor people were living, had to be vacated; where were those barracks situated?—A. Some of them were east of Capitol Hill, others were those known as the Kendall Green barracks, and the Arlington Camp barracks—large barracks, containing, I suppose, sixty or seventy, perhaps one hundred families; and half the Wisowell barracks, and some barracks on Sixth street—small affairs, however, these; and some barracks on Twelfth street, between R and S streets, and the Campbell Hospital tenements.

Q. And the Messmore property?—A. That was not directly in charge of the bureau.

Q. What was the condition of these people?—A. Most of them were in very destitute circumstances; there were a great many old men among them and many families with children. They were forced to leave this place. The property had been taken possession of during the war, and the parties at the North owning it were anxious to regain possession of it. They were constantly going to the President and Secretary of War in regard to it. Beside that, there was a strong pressure made in regard to the barracks on the public squares, which were an eyesore to all around there.

Q. You gave a statement yesterday, I believe, of the amount and prices of the lumber purchased in Maine?—A. Yes, sir.

Q. And of the portion of it that was lost; that is, lost at sea?—A. Yes, sir.

Q. Why did not General Charles Howard insure that lumber?—A. Because government property cannot be insured.

Q. Is there such a regulation?—A. There is, sir; a regulation of the War Department forbidding it.

Q. State whether the buildings, all of them—the university, the hospital, and the outbuildings—were taken up on the property reports and accounted for to the Treasurer of the United States—I mean those upon the Smith farm.—A. Yes, sir; they were taken up by General O. O. Howard's order.

Q. Written order?—A. Yes, sir.

Q. Where is that order?—A. I have not got it with me; I will send a copy of it.

Q. By whom were the purchases in the District of Columbia made?—A. All the purchases were made by me, except what the contractors used.

Q. Were you ever requested by General Howard to make any purchases of any particular persons?—A. No, sir; never. I always purchased where I could do it cheapest.

Q. On whose approval or order of payment was payment made by you?—A. Upon that of General Charles Howard; that was all the approval required at the Treasury.

Q. Were those accounts passed by the Third Auditor and Second Comptroller?—A. They have been, every one of them.

Q. Why was there a change made in the terms of the contracts—the first and second

contract for doing the work upon square 1025?—A. The contractor found it impossible to carry out the contract at 25 cents without losing money, and so abandoned it.

Q. In what way did he abandon it?—A. He said he could not do it at that price.

By Mr. BRADLEY:

Q. What knowledge have you of this fact?—A. From a conversation with Major Swaim, who was the party that approved of the agreements; he arranged that whole matter.

Q. Under whose authority was he acting?—A. Under the authority of General O. O. Howard.

Q. You say that all the purchases of lumber in the District of Columbia were made by you; did you purchase it at wholesale prices or retail?—A. I generally obtained it at the wholesale price. I bought of a party—Mohun & Sons—who were always very fair in their dealings with me.

By Mr. BRADLEY:

Q. When you say that the buildings of the Smith farm, the university buildings, and the others connected therewith, were taken up and transferred to the Treasury Department, do you mean anything more than that you were obliged to account for your expenditure, and show by what authority such expenditures were made?—A. Yes, sir; I made no expenditures on the buildings of the Howard University and dormitory buildings; those expenses were paid by General Balloch. I did pay for the building of the hospital buildings; I took them up myself as I paid the voucher.

Q. Do you mean to convey the impression that these buildings have been transferred to the Treasurer of the United States? I want you to explain to the committee what you mean by saying that these buildings were "taken up."—A. I am required, every month, to make a property return of all the public property in my possession; I return all buildings as the property of the United States, but not the grounds.

Q. Do you now return them?—A. No, sir; on the 1st of October last I was directed to drop those buildings, and transfer them by deed to the trustees of the educational fund.

Q. By whom were you directed to do so?—A. By order of the Commissioner, General Howard. I think the order reads, "Done by authority of the Secretary of War."

Q. Can you produce that order?—A. Yes; if the committee desire it, I will have it here at their next meeting.

Q. At this time the Howard University grounds and buildings belong to the trustees, and no longer to the government?—A. Yes, sir.

Q. Have you, with you, a copy of the order for the purchase of that lumber in Maine?—A. Yes, sir; here is one of them; they are all similar.

Q. Do you recollect whether this order transferring the university is signed by General Schofield as secretary?—A. I think not; I will bring a copy of the order.

By the CHAIRMAN:

Q. Have you stated what amount was paid for grading square No. 1025?—A. About \$33,000 was paid. I think the record of that has been incorporated with the testimony.

Q. Was that done by contract?—A. Yes, sir.

Q. Do you consider that the price paid for doing that work was reasonable?—A. Yes, sir, I think it was.

By Mr. MCNEELY:

Q. Was headquarters in that building before you began to pay rent?—A. From December, 1868, until the 1st October, 1869, it was. No rent was paid until the buildings were transferred to the trustees.

Q. Has the hospital building been turned over to the university?—A. Yes, sir.

Q. How about the frame buildings, with patients in them, on the hospital grounds?—A. Those are the wards; they are all turned over.

By Mr. TOWNSEND:

Q. Was there any advertisement published for grading that square?—A. No, sir; but several propositions were put in.

Q. At what rates?—A. One, I recollect, was at 40 cents; this was the next lowest proposition that was accepted.

Q. How many propositions were made?—A. I do not recollect but that one at 40 cents.

Q. How were those proposals invited; how was it known to individuals that propositions for doing that grading would be accepted?—A. I do not know; I had nothing to do with that matter; I merely saw the proposition after it was offered.

Q. Was it generally known that the work was to be done?—A. I think it was. I would say here, that there was a stipulation in the contract which prevented many persons from wishing to have anything to do with the work—the stipulation in regard to the employment of those destitute colored people.

Q. You cannot tell how many proposals were offered, altogether?—A. No, sir.

Q. How many do you recollect?—A. I recollect but this one—the one for 40 cents.

Q. Can you say if there were any more?—A. I saw no more, but I think there were more.

Q. How many rooms are used for headquarters in that university by the Freedmen's Bureau now?—A. The entire second story except one room, and three rooms in the third story.

WASHINGTON, D. C., May 19, 1870.

STEWART ELDRIDGE sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—A. I am librarian of the Agricultural Department. I reside in Washington.

Q. Had you any official connection with the Freedmen's Bureau in 1866 and 1867; if so, state what it was?—A. I was acting adjutant general upon the staff of General O. O. Howard in 1866. In 1867 I was acting medical storekeeper of the bureau and agent of the bureau in Mississippi. Following that I was acting adjutant general on the staff of the assistant commissioner of the District of Columbia, General Charles Howard.

Q. Have you any copies of orders received by you, while acting adjutant general for General Charles Howard?—A. Only personal orders, such as assignment to duty, &c.

Q. State whether you were ever called upon to furnish lumber for the building company's works, for Howard University?—A. I was called upon by Mr. Alvord—I cannot remember the time—during the time I was acting assistant adjutant general for the District of Columbia—with the request to furnish lumber for the use of the Effingham Place. The order was signed by D. B. Nichols.

Q. The Effingham Place was the location of Howard University?—A. I did not know exactly to what it referred. I did not know Mr. Nichols as a bureau official at that time, and refused to issue the lumber.

Q. Was it issued in point of fact?—A. It was finally issued on the order of General E. Whittlesey, in the absence of the Commissioner of the bureau.

Q. After this transaction did you make any communication or report to General O. O. Howard upon the subject of the issue of the lumber; and if so, state what was said.—A. I made no report at the time, and it was not mentioned until something over a year afterwards, when I had an interview with General Howard, in which I stated the case to him.

Q. Do you remember whether you stated the facts to him then as fully as you have now?—A. I think I did.

Q. What transpired in that interview?—A. My remarks were in reference to matters at district headquarters. After stating the facts in regard to this lumber, General Howard sent for Major Brown, who was in charge of the issuing of it, and ordered him in my presence to demand from the Building Block Company any property they might have received from the bureau or compensation therefor, or something to that effect. This was about January, 1868.

Q. Do you remember whether he made any remark in relation to the connection of Mr. Alvord or General Whittlesey with the matter?—A. I think there was something said to the effect that Mr. Alvord was too prone to look at the end rather than the means. That was the only remark, I think, upon the subject.

Q. Have you, officially, any knowledge of any officers of the bureau drawing forage improperly while you were connected with the bureau?—A. I have seen requisitions passing through the office for signatures, for forage for public horses.

(The CHAIRMAN suggested that the requisitions themselves be produced.)

Q. Did you communicate to General O. O. Howard himself upon the subject?—A. Not until the occasion I have spoken of. I did at that time.

Q. State what you said to him.—A. I will not be positive; I think I said that General Charles Howard and General E. Whittlesey were working government horses in the employment of the Building Block Company; and at the same time using government horses for their own use, drawing forage for them both; or, perhaps, that they were drawing forage for two sets of horses, one being their own.

Q. Do you remember what the reply was?—A. I do not.

Q. State whether you made any official investigation in regard to any irregularities in respect to the Freedmen's village, at Arlington?—A. There was a board of officers ordered to investigate the irregularities there at one time. I was then acting assistant commissioner, during the absence of General Charles Howard. Their report, I believe, is on file.

Q. When was that report made?—A. In 1867; I cannot state the exact date. There

were, in fact, two reports of two commissions: one ordered by myself as acting assistant commissioner, and on the return of the assistant commissioner, another commission was ordered, to make the investigation by himself, which also made a report.

Q. Was any action taken upon the report?—A. Yes, sir.

Q. Would that be in writing?—A. Yes, sir; I presume so. The village was finally broken up as the consequence of these investigations.

Q. Do you remember whether the officers who were there were retained in the service of the bureau or not?—A. Not very long, I think.

Q. Were they retained there until the village was broken up?—A. Yes, sir.

Q. Do you know anything officially in regard to the payment of rent for a Freedmen's Savings Bank at Vicksburg?—A. Yes, sir; rent was paid by our office in the earlier days of the bureau.

Q. Can you state whether or not the officers of that bank were also agents of the bureau?—A. The cashier of that bank, for a portion of the time at least, was an agent of the bureau; a portion of the time he was not.

Q. Do you know officially whether any other officer of the bank was employed or paid by the bureau?—A. I do not.

Q. Do you know of the payment of rent for any other Freedmen's Savings Bank in the South?—A. I do not.

Cross-examination by Mr. KETCHUM:

Q. In the case when you brought alleged irregularities before General O. O. Howard, did he ever neglect to attend to them, so far as you know?—A. The only instance of my bringing alleged irregularities is the one I have stated. So far as the forage matter went, I know of no action at all.

WASHINGTON, May 9, 1870.

ELIPHALET WHITTLESEY sworn and examined.

By Mr. BRADLEY:

Question. State your residence and present position?—Answer. My present residence is District of Columbia; I am acting assistant adjutant general with the Freedmen's Bureau.

Q. Where were you in 1867—in what relation to it in the service, if any?—A. All of that year, until quite late in the autumn, I was acting inspector general of the Freedmen's Bureau.

Q. Where were you stationed when inspector general?—A. In this city.

Q. During the year 1867, was your office connected with the Freedmen's Bureau?—A. Yes, sir.

Q. Where was your residence, or headquarters, or quarters, at that time?—A. My family resided in Brunswick, Maine.

Q. Were you in 1867 or 1868 at the Wisewell barracks, in this city?—A. For a short time in the summer of 1867, I was there.

Q. During that time state whether you received commutation for quarters or not?—

A. I think I did.

Q. Was any report made to General Howard on that subject, so far as you know?—

A. I do not recollect that any report was made to him on the subject.

Q. Was there ever any order taken by General Howard on that subject in regard to your occupying quarters at the barracks and receiving commutation at the same time?—A. I cannot now recollect any orders.

Q. If any orders were issued in the routine of business, to whom would they have been addressed?—A. They would have been issued through the Adjutant General's Office at that time, I should think.

Q. And addressed to you or Major Clark?—A. I cannot see any reason why they should have been addressed to me.

Q. You have no knowledge of the fact of a report on that subject having been addressed to General Howard?—A. I do not recollect any.

Q. Were you connected with the original board of trustees of Howard University?—A. No, sir; not as a member of the board; I was employed by them as financial agent; I think that is the term they used.

Q. Do you recollect by whom you were thus employed, whether by General Howard or whom?—A. I remember receiving a letter from Mr. Cushman, secretary of the board of trustees, announcing to me my appointment as financial agent; I cannot recollect Mr. Cushman's initials.

Q. As such agent, had you anything to do with laying out the grounds of the university; and if so, state what connection you had with that matter.—A. Yes, sir; as such agent I was directed by the board to lay out the grounds into lots, after reserving what they wished to reserve, and did so. I made a plat of the ground on paper.

Q. Were you or not authorized to employ, and under that authority did you employ,

anybody to assist you?—A. I did; I employed Mr. Hall; I also employed a county surveyor, Mr. Carpenter, to make a survey of the grounds.

Q. State whether after that survey was made and a plat founded on the survey, there was any price fixed on the several lots laid down on that plat?—A. There was a price fixed.

Q. Per square foot, or how?—A. Per square foot.

Q. Was it a minimum price or the highest price?—A. It was the minimum price, and the price at which the lots were offered for sale.

Q. Were they offered at public sale?—A. No, sir; never to my knowledge.

Q. Have you the plat which was made out by the surveyor?—A. No, sir; I have no copy of it now. The official plat was filed in the office, at the City Hall, and a copy kept at the office of the bureau. It was in my hands at that time; it is now in the hands of my successor.

Q. State, if you please, whether, before these lots were advertised for sale, any person was permitted to make selection of the lots at the minimum price?—A. No, sir; I think not; I do not recollect that anybody was.

Q. Was any selection made before the public came to make purchases?—A. One lot was selected by myself, by order of the board of trustees, for General Howard. That is the only lot that I can recollect was selected before the public sale.

Q. Do you recollect whether yourself, General Balloch, Mr. Alvord, or any one else selected lots before the public were advised that they were for sale?—A. I am quite sure none of us did.

Q. Were your names marked on the plat in pencil?—A. I think not; not by my authority; mine never was, I am certain.

Q. By what authority did you and Mr. Hall proceed to make the first sale?—A. By a vote of the board of trustees I was authorized to sign bonds for the sale of these lots, and the general plan of the sale was voted upon, of which there is a record. I cannot give details of the plan without referring to the papers.

Q. Do you recollect whether in point of fact the executive committee was not authorized to make these sales, and whether, in point of fact, the authority to you and Mr. Hall was or was not signed by all or a majority of the executive committee?—A. I recollect now, that in that general plan adopted by the board, the executive committee were authorized to make sales, and to employ an agent for that purpose, and I recollect that a paper was signed, if I am not mistaken, by two members of the committee—General Howard and Mr. Bascom—and that this paper was put into Mr. Hall's hands authorizing him to act as the agent.

Q. Then, am I right, according to your recollection, that that authority was only signed by two of the executive committee?—A. I think that is correct.

Q. Of how many did that committee consist?—A. If I recollect rightly that committee consisted of three, and the president of the board *ex officio* in addition to the three.

Q. After you had proceeded under the authority of this paper, do you remember the fact of your having made a report to the trustees in regard to it?—A. Yes, sir; I do.

Q. Who received the proceeds of the sales of these lots?—A. The first installments were paid to Mr. Hall, and by him given to me, as financial agent, and by me handed over to the treasurer of the board of trustees, General Balloch.

Q. How long did you act as financial agent?—A. I cannot recollect the date. I think my agency continued until September, 1867. At all events I was absent during that month on leave of absence.

Q. Did any of the installments, except the cash payment, fall due previous to September, 1867?—A. Some must have fallen due, because some of the bonds were made requiring monthly payments.

Q. None of these sales, so far as you recollect, were made at public vendue?—A. Not to my knowledge.

Q. If any of the installments were paid before your separation from the office, were the proceeds paid over to you and by you to General Howard?—A. None were ever paid to me, except the first cash payment.

Q. When you state they were turned over to the treasurer by you, you mean the treasurer of the university, not the Treasurer of the United States?—A. I paid all that came into my hands to the treasurer of the board of trustees of the Howard University.

Q. Were you a member of the American Building Block Company?—A. No, sir; not of the American Building Block Company.

Q. Were you a member of any company here that had the right to use the patent of that company in this District?—A. Yes, sir; it was a sort of partnership; you could hardly call it a company. It never was incorporated.

Q. With whom were you associated?—A. With Mr. Searle, D. L. Eaton, J. W. Alvord, John Kimball, General C. Howard, and, for a short time at first, with General O. O. Howard. Mr. D. W. Bliss, since deceased, was also connected with us.

Q. Had Mr. Searle any relation or connection with the buildings on the Howard University property?—A. My belief has always been that he was the architect. I never employed him.

Q. Had Mr. Eaton any connection with the Freedmen's Bureau, or with any savings bank connected with the Freedmen's Bureau in Washington?—A. Mr. Eaton is the actuary of the Freedmen's Savings Bank in Washington. He had no connection with the Freedmen's Bureau.

Q. State whether these parties were not directly or indirectly connected with the Freedmen's Bureau?—A. Not all of them.

Q. Who was not?—A. Mr. Bliss had no connection with the bureau to my knowledge while he was connected with the block company.

Q. Was Mr. Bliss surveyor?—A. No, sir; he was a brother of the surveyor. Mr. Eaton never had any connection with the bureau.

Q. He had with the Freedmen's Savings Bank?—A. Yes, sir; but that has no connection with the bureau. Mr. Alvord is connected with the bureau, and has been all the time. Mr. Kimball was connected with the bureau, and both General O. O. Howard and C. H. Howard.

Q. Had Mr. Bliss any connection with the university?—A. Not to my knowledge.

Q. When the original purchase of the right to use the block was made, were you one of the original partners?—A. Yes, sir.

Q. Who has possession of the books of that company?—A. I do not know that they have gone out of Colonel Eaton's hands; if so, Mr. Alvord has them in his hands.

Q. Who furnished the money to set that machine in operation?—A. We all furnished a portion.

Q. Who furnished the money for the purchase of the right to use the patent?—A. The persons whose names I gave.

Q. And who furnished the capital to set it in operation?—A. The same parties, except that, if my recollection is accurate, General O. O. Howard went out of the company before it was set in operation.

Q. In what way did he go out?—A. He sold out his interest to the rest of us.

Q. Did you pay him?—A. Yes, sir; each in proportion to the interest he had.

Q. When were these payments made?—A. That I cannot say, as I never kept the books.

Q. Were payments made from time to time?—A. That I do not know.

Q. Do you know anything about the transfer?—A. I know nothing except from hearsay. I did not make the transfer.

Q. Do you know whether it was written or not?—A. That I do not know.

Q. To whom did you pay your proportion?—A. To Colonel Eaton, who was then acting as general manager of the business.

Q. Were any of your horses, at any time, employed by the Building Block Company?—A. I think one of them was awhile.

Q. Did you or not receive forage for him at the same time from the government?—A. Yes, sir.

Q. Have you any knowledge of any lumber belonging to the government having been used by the Building Block Company?—A. No, sir; I have not.

Q. In the absence of General Howard have you any recollection whether you did or not issue an order for lumber for the Building Block Company, based upon the request of B. B. Nichols?—A. I cannot recollect now that I did. I should have to refer to the books. If such an order was issued by me it would be on the records. I have no recollection of any such order.

Q. Do you remember the fact that such an order was called to the attention of General O. O. Howard after his return?—A. No, sir; and I do not think it was in my presence.

Q. At what time did you come here as officer of the bureau? State whether you were in charge of bureau operations at any time previous to your coming here.—A. Yes, sir; I was assistant commissioner for the State of North Carolina. I was ordered here in December, 1866.

Q. To take what position in the bureau?—A. I was simply ordered to report here to General Howard. When I arrived here I was assigned to duty as acting assistant inspector general.

Q. At what time were you appointed financial agent of Howard University?—A. I think in April, 1867.

Q. Either while you were financial agent of the university or afterwards, do you recollect of issuing any orders to turn funds over to that university?—A. I recollect to have signed an order by General Howard's order after I was financial agent of the university, and my funds in that respect had ceased.

Q. More than one do you recollect?—A. I only recollect signing one. If I am mistaken the books will show.

Q. Have you ever issued any orders by his direction to turn over funds to schools

or colleges in the free States as they are called in contradistinction to the Southern States?—A. Yes, sir; I have signed several orders.

Q. For schools where?—A. In Pennsylvania, to the Lincoln University; in Ohio, to the Wilberforce University. I recollect these two distinctly.

Q. Do you recollect one at Oberlin?—A. I think there has been one ordered at Oberlin. I would not like to swear to it without looking at the books.

Q. Can you furnish the committee with copies of these orders turning funds over to any schools within the free States as distinguished from the slave States?—A. I will endeavor to do so.

Q. By whom would the account of such funds be kept in the course of the business with the bureau?—A. For the actual expenditure of funds the account would be kept by the disbursing officer, General Balloch.

Q. If there were any funds turned over to any of these institutions, the Wilberforce or Oberlin, either in the transfer of money or payment of vouchers placed to their credit, would they appear in General Balloch's accounts?—A. They ought to appear there.

Q. Do you remember whether in point of fact any special orders have been issued for funds to churches in the South, in Washington, Atlanta, or other places?—A. I never knew of any transferred to churches.

Q. If such orders were issued would they be found in your book of orders?—A. Yes, sir.

Q. Will you be good enough to bring the book of special orders issued by you from January, 1867, to the present time?—A. Yes, sir.

Q. If any such order had been issued to furnish lumber in General Howard's absence to the Building Block Company, what book would it be found in?—A. It ought to be in the same special order book.

Q. Do you hold or have you within a short time held any post or office in Howard University?—A. Yes, sir; I was elected by the board of trustees professor of rhetoric and English literature.

Q. At what salary?—A. At a salary of a thousand dollars a year.

Q. When were you elected?—A. I was elected first in the spring of 1867.

Q. Have you drawn any salary, and if so, how much, and from what time?—A. I received some pay for work done in the university during the year 1869; none previous to that.

Q. Have you not drawn your salary up to January, 1870?—A. Up to January, 1870, I believe I have.

Q. How much?—A. I think it is a thousand dollars. I can tell by looking at the book.

Q. State to the committee how many students you had in your department.—A. I have had in all eighteen I have instructed.

Q. Do you mean a class of eighteen?—A. Eighteen in different classes.

Q. Are there any houses built upon the university grounds by the trustees for the use of the professors?—A. I rent a house of the trustees and live in it.

Q. Do you rent it or do they furnish it in addition to your salary?—A. I pay rent at the rate of a thousand dollars a year for it.

Q. You pay rent at the rate of a thousand dollars a year and receive a salary at the same rate?—A. Yes, sir.

Q. By whom is that salary paid to you?—A. It is paid by the treasurer of the board of trustees. The order for it was given by Mr. Cole, the present secretary of the university and financial agent.

Q. In what manner does General Balloch pay—by drafts upon the treasury, or in what way?—A. Sometimes in currency and sometimes by drafts upon the United States treasury.

Q. It appears in evidence that this Building Block Company were the purchasers of a part of square 1025 in this city, and the whole of the square south of 1025; state whether any money was paid by that company to General Howard, and if so, how much?—A. My recollection of the matter is that we paid him \$5,000 for the property.

Q. State who made the payment?—A. Colonel Eaton must have done it, as he was the managing agent of the business.

Q. State whether or not since that purchase the square has been graded?—A. I have not seen it. I have been told that it has been graded, or that dirt has been taken off from it.

Q. By whom?—A. By Major Vandenburg.

Q. Did your company employ him, or was it done by somebody else?—A. I do not know. I had nothing to do with it. My own recollection is that he came to me and requested permission to take gravel from that part of the square in which I was interested. I told him he could not have my permission to take any gravel from ground in which I was interested.

Q. Do you or not know whether he graded the square?—A. Not by personal observation. I have not been near enough to the land to see it since.

Q. Do you know whether, in point of fact, there was any street open leading to that ground, from your observation?—A. I do not know whether any street was open or not. There was not, I think, the last time I was there.

Q. Did you examine the grounds before the purchase was made?—A. Yes, sir.

Q. Had you any conference with any one as to the purchase?—A. I think I had a conference with Colonel Eaton, and with other members of the company that were interested.

Q. Had you any conference with General Howard, or were you present at any conference with others in his presence?—A. I cannot recollect now any conference with General Howard upon the subject.

Q. If I understand you correctly, then, when you saw the ground last there was no street leading to it, when upon conference with your associates it was determined to purchase that ground, and that you had no conference with General Howard upon the subject?—A. I do not recollect that I was present at any conference with General Howard. I would not like to say I was not. He must have talked with some one upon the subject.

Q. Independent of any conference with the company, had you any conversation with him upon the subject?—A. I cannot recollect now any special conference with him on the subject; and yet it must be that he must have talked with some one on the subject.

Q. Have you any knowledge as to when and how the purchase money for that square was paid?—A. No, sir; I never kept any papers.

Q. State the amount of your contribution to that purchase?—A. I never made any contribution toward the purchase. I paid in money from time to time to Colonel Eaton for various purchases made by him for the company. It was voted that he should pay \$5,000.

Q. Were there any other purchases made in real estate except that square and the establishment you had on the university grounds?—A. No, sir; not to my knowledge.

Q. You have no knowledge, if I understand you correctly, that any money was paid to General Howard for the purchase of that square?—A. No personal knowledge; no, sir.

Q. Nor can you state how much, if anything, you contributed to that purchase?—A. No, sir; not for that particular purchase.

Q. Do you recollect having contributed anything to the brick company since September, 1867?—A. I do not recollect when my payments were made. I agreed to furnish a certain amount of the capital. I made payments of money at different times. I cannot now state the dates without referring to the receipts.

Q. Whether or not the whole of that capital exhausted in the establishment of the brick company's works on the university grounds, and more than exhausted?—A. That question I am unable to answer because I never managed the papers or kept the books of the company.

Q. Had you any knowledge of the contract made by the company to furnish materials on the university grounds?—A. No personal knowledge.

Q. Or of the receipts of the company from that source?—A. I heard of the receipts from time to time from the business manager. No receipts ever came into my possession at all.

Q. So far as you recollect, have you contributed anything except for the original capital of the company?—A. No, sir.

Q. When you made this original purchase do you know what proportion of the purchase money was paid, and for how much you gave your notes?—A. No, sir. As I said before, I have no knowledge personally as to how the payments were made, or as to whether any of it was paid immediately in money or not.

Q. Have you any recollection how much you paid into the original company when it was formed?—A. No, sir. I cannot give the details without referring to my books.

Q. Then, in point of fact, as I understand you, you have no knowledge that any money was paid to General Howard for these two squares?—A. No, sir. I never handled any money at all, and I have no personal knowledge of any money being paid to him.

Q. So far as you recollect, you were not assessed for any money except the original subscription to the stock of the company?—A. I was not.

Q. Have you in your charge the pay-rolls of the agents and assistants employed at the headquarters of the bureau at Washington?—A. No, sir.

Q. Who would have charge of them?—A. The disbursing officer, General Balloch. They are, of course, in the control of General Howard.

Witness was requested to bring the pay-roll, referred to, from June, 1866, to June, 1867, and also a plat of the university grounds sold or bargained for by him while acting as financial agent of the university.

Cross-examination by Mr. KETCHUM:

Q. As to the payments made to you by General Balloch, do you mean to be understood as saying that he paid you in part in treasury drafts and in part in currency for

your services as professor?—A. Yes. I understood the question to refer only to my services as professor.

Q. What are your office hours in the bureau?—A. From half-past 9 to half-past 3.

Q. What are your hours of service as professor?—A. From half-past 8 in the morning till half-past 9; and in the evening from 7 to as late as I choose to stay.

Q. Do you ever perform your duties as professor within the office hours of the bureau?—A. No, sir. Except that sometimes my recitation in the morning continues until the office opens at half-past 9, and sometimes will run over for a few minutes while the mail is being opened in the office.

Q. Do you work for the bureau outside of office hours?—A. A great deal, all the time.

Q. You spoke about horses and forage. Is it a rule or army regulation that an officer entitled to forage shall have that forage so long as the horse is kept in readiness for use.

(Mr. BRADLEY objects to proving the rule under the army regulations in this way. Question withdrawn.)

Q. Was the horse you spoke of kept in readiness for use at any time?—A. Ready for my use at any time.

Q. That land in square 1025, which you had an interest in, was it high or low ground?—A. A part of it is above the grade and a part of it extends out to tide water and is below the grade.

Q. The gravel applied for was on the part above grade?—A. Yes, sir.

Q. What rule is there for the payment of your services as professor? Is it regulated by the amount of your services?

(Question objected to and withdrawn.)

Q. Did you say that you were quartered at Wisewell barracks?—A. I said I was there, I did not say I was quartered there.

Q. Explain what you mean.—A. During the extreme heat of that season I found my rooms on Twelfth street very uncomfortable. I went up to Wisewell barracks and found a room in one of the buildings unoccupied. I think I asked General Charles Howard's permission to go there during the hot weather. He gave permission. I had the room whitewashed, fitted up, and furnished, and staid there with one of the clerks during the summer months until September. No bill has to this day been presented for the rent of that room. Perhaps it is my fault that I did not call for it.

Q. State where Wisewell barracks are.—A. On Seventh street, between O and P.

Q. Did you retain your quarters while you were there?—A. I retained quarters for my family, paying rent all the time I was there. I did not retain my room on Twelfth street.

By Mr. BRADLEY:

Q. What do you know of the erection of a building known as the Colfax school building here?—A. I know there is such a building.

Q. Do you know the material of which it was constructed?—A. Yes, sir.

Q. Do you know whether, in point of fact, the east wall of that building fell?—A. I do not think it did. I have seen it about every day since it has been built.

Q. Do you know whether the ground for that building was purchased with funds from the bureau or not?—A. I am quite sure it was not. There was an association called the Colfax Industrial Mission. I was a member of that association though not a trustee, trustees were appointed for the purchase of the ground.

Q. By whom were the buildings put up?—A. The buildings were put up by the bureau.

Q. State whether that was turned over to any authority; and if so, to what authority.—A. I cannot state positively without looking at the order book. My impression is that it was turned over to these trustees of whom I have spoken by order of General Howard.

Q. Were these trustees an incorporated company, or not?—A. No, sir; I think not.

By the CHAIRMAN:

Q. Have you any knowledge of the cost of that structure?—A. No; I have not.

Q. In regard to the selection of lots on the Howard University grounds, was any complaint made at the time of the manner in which the lots were disposed of?—A. There was, at a meeting of the board of trustees, some criticism—I can hardly call it complaint—upon the haste in which the business had been pushed forward in disposing of the lots.

Q. Was the manner of disposing of these lots such as persons selling lots and real estate in Washington and vicinity usually pursue?

(Mr. BRADLEY objects to the question, unless witness states that he knows what that usage is.)

A. I have some knowledge on that subject, and I think I can say, without hesitation, that it was the usual manner of disposing of such property.

Q. Was the property laid off into lots, with streets opening through the property at different points?—A. Yes, sir.

Q. What do you mean by saying there was no public sale of the lots?—A. I mean public auction. I understood that to be the purport of the question.

Q. In regard to your duties and pay as a professor of Howard University, what number of hours are you engaged as professor, during the day?—A. About an average of two hours. My hours are somewhat irregular, because I bear classes in the evening, when the time is not fixed by any precise limit, I should say two hours a day, five days in the week would be about an average.

Q. What proportion of your time and how much time is occupied by you in the duties of the bureau?—A. My regular office hours are six hours per day, besides what it may be necessary to do outside of office hours.

By Mr. McNEELEY :

Q. I believe it is in evidence that you and the other stockholders in that Building Block Company purchased a portion of square 1025. Who owns that property now?—A. We still own the property. It has never been transferred.

Q. Are there any buildings upon that part of the square?—A. No buildings at all.

Q. What is its present value?—A. I hardly know now. I would be willing to sell my interest in it for what it cost three years ago, and interest upon it at six per cent.

Q. That cost was \$5,000?—A. Yes, sir.

Q. Then it is worth now \$5,000, with interest for three years?—A. I should think so.

Q. You have no recollection of any payments made for that property?—A. No, sir; I made no special payments. It came out of the general funds of the company, if it was paid for. I cannot state, of my own knowledge even, that it has been paid for.

Q. How much have you paid altogether into that company?—A. I have paid \$2,000, my original subscription.

Q. That was your subscription to the original stock in payment of the patent?—A. For the general business of the company.

Q. How many original stockholders were there in the company?—A. Six.

Q. And your share was one-sixth of the capital stock?—A. Yes, sir.

Q. The patent cost \$10,000, I believe?—A. It cost \$7,500, with the promise of \$2,500 more in royalty on the manufacture.

Q. How many purchasers were there besides yourself of this square 1025?—A. Five besides myself, six in all. General Howard was out of the company, but others came in to take his place.

Q. Has this Building Block Company any property besides this part of square 1025?—A. None; except the machine purchased for making the building block.

Q. Where is that now?—A. It is under a shed in the university grounds, where it was set up originally.

Q. Are you pursuing that business now?—A. No, sir.

Q. Have you since making the block which was put into the Howard University buildings?—A. Yes, sir; it was pursued some time after that. I cannot give the date when the business stopped. Mr. Bliss was manager, I think, until his death, and the business stopped about that time.

Q. In what way did this company pay the original owners of the patent for the right to use it in this District?—A. My impression is, though I did not transact the business, that it was done through Mr. Burr, a patent lawyer here.

Q. Has your company any assets now, except this portion of square 1025, and the machinery necessary for making the block?—A. None; except some material made and never disposed of, some building block on hand.

Q. How much?—A. I do not know. I suppose there must be 40,000 brick.

Q. Where are they?—A. They are lying on the ground, near where they were made.

Q. Out of doors, or under sheds?—A. A part out of doors, and a part under sheds.

Q. Are any of them under any of the university buildings?—A. None that belong to the company.

Q. Were any of them hypothecated, and now in the possession of the university, as security for money furnished to the company?—A. I would not like to swear. There may not be. I would not like to swear to what is not.

Q. Do I understand the house you live in is owned by the university?—A. I understand it to be.

Q. Where is it situated?—A. About two hundred yards east from the university buildings.

Q. Was that built subsequent to the erection of the university buildings?—A. It was built last.

Q. Built of your building block?—A. It is a frame house. I think, perhaps, it has some of the block filled in between the studding.

Q. Was that built by the university or the Freedmen's Bureau?—A. I understand it to have been built by the university. No order in relation to it ever passed from the bureau, so far as I know.

Q. Built by the university out of funds which came originally from the Freedmen's Bu-

reau?—A. Where the funds originally came from I do not know. Some funds for the university came from individuals.

Q. How much?—A. That I cannot tell. I do not keep the books of the university.

Q. Are you the first occupant of that house?—A. Yes, sir.

Q. It was built to be occupied by one of the professors of the college?—A. Yes, sir.

Q. Have you received any salary except what you received as professor?—A. I receive pay as a bureau officer.

Q. How much?—A. I receive the pay of a colonel in the service.

Q. How much?—A. It varies in different months in respect to the emoluments. I suppose about \$4,000 a year, in the aggregate.

Q. You receive that in addition to the salary of \$1,000 a year, which you receive as professor?—A. Yes, sir.

Q. You have eighteen students whom you instruct in how many classes?—A. Three.

Q. Under what order were you assigned to your position in the bureau?—A. My original assignment to the bureau was, I think, by order of the President. At all events it came from the War Department. I can furnish a copy of the order.

Q. Were you in the army at the time of your first assignment to the bureau; and if so, in what capacity?—A. At the time of my first assignment I held the position of judge advocate of the Army of the Tennessee, with the rank of major.

Q. Before you came to Washington to occupy the position you now hold, what was your position?—A. Immediately before coming here I was assistant commissioner of the bureau for the State of North Carolina.

Q. While you held that position you also held a position in the army as judge advocate.—A. No, sir; I ceased to be judge advocate when I took command of the Forty-sixth regiment of colored troops, to which position I received an appointment, I think in June, 1865.

Q. Before you were judge advocate of the Army of the Tennessee you held what position?—A. I served as adjutant general in the Army of the Potomac, first at the headquarters of the Second Division, Second Army Corps; then at the headquarters of the Eleventh Army Corps. This was in 1862 and 1863.

Q. Then you came direct from North Carolina, where you were acting as commissioner, to Washington, to serve as you are now serving?—A. I had no other service between the two. For three or four months I was off duty, waiting orders, after I was relieved from duty as assistant commissioner, but still in the service. My next assignment was here.

Q. You stated that you received a portion of your salary in drafts on the United States treasury, and a portion in currency from General Balloch; to whom did you pay the amount of your rent?—A. I have not paid it yet; it is due to Mr. Cole, the secretary of the university and managing business agent.

Q. Is the lease in writing?—A. There is no written lease. I was informed by him that the committee met and fixed the rent.

Q. You have received your salary?—A. No; except for a short period since I have occupied the house. I received my salary up to the end of last year. I went into my house about the end of November. The house was then unfinished. I have not made a settlement for the month that remained until the end of the year.

Q. Do you say that you have from the first been a member of that Building Block Company and yet do not know what its present financial condition is?—A. I know generally what its finances are. I do not keep the books and could not go into the details. I have stated what its assets are.

Q. Have you received any dividends from the profits of the company?—A. Not a dollar.

By Mr. PERCE :

Q. General, when you were assigned to the Freedmen's Bureau, were you assistant adjutant general of the army?—A. No, sir; not when I was assigned to the Freedmen's Bureau.

Q. What was your position at that time?—A. Judge advocate of the Army of Tennessee. Very soon afterwards I was appointed colonel of the Forty-sixth regiment of colored troops, when, of course, I was discharged from being judge advocate, to accept the appointment. I remained a colonel during my service in North Carolina, in the Freedmen's Bureau, and after I came here, until the 1st of January, 1868.

Q. After you were mustered out as colonel of your regiment, were you still connected with the army in any way?—A. No, sir; I have not been connected with the army in any way since I was mustered out as colonel.

Q. Subsequently to that, did you act as adjutant general of the Freedmen's Bureau?—A. Yes, sir.

Q. Without any military rank?—A. Yes, sir; without any military rank.

General HOWARD.—This order of retention continues him in the service, really.

Q. To whom, in your department, as adjutant general, do you report as your superior officer?—A. I report directly to General Howard as my commanding officer, General Townsend is directly my superior, and with him I am in constant correspondence.

Q. Do you report to him regularly as Adjutant General of the Army?—A. No, sir; I am not in the army, technically.

Q. To whom do the departmental officers of the bureau report as their superior officers, in their respective departments?—A. They regard the chiefs of their departments, respectively, as their chiefs; but they have no reports to make to them.

Q. Are they not officers of the army?—A. There are no officers of the army in the bureau, except General Howard's aids and the military professor assigned to duty in the university.

Q. Then they do not have any superior officers in their departments?—A. They are amenable to the War Department; but they have no personal reports to make to the chiefs of their departments in any other way than in the way of business. They forward papers the same as though they were in the army.

Q. For instance: Is the quartermaster of the bureau subordinate to the Quartermaster General of the army?—A. Yes, sir; because the bureau is in the War Department, and consequently its officers are subject to the War Department.

Q. And the commissary general of the bureau is subject to the Commissary General of the army?—A. Yes, sir.

By Mr. McNEELY:

Q. I understand that whenever an officer connected with the army is likewise connected with the bureau, he reports matters relating to the bureau to bureau headquarters, and matters relating to the army to army headquarters?—A. No; I do not say exactly that.

Q. Does he not report to both?—A. I think I can make it plain. We have a quartermaster general in the bureau. It is his business to take care of the government property and of the bureau property. He has some quartermaster's property on his returns. He has to report that regularly to the Quartermaster General. His bureau property that does not belong to the Quartermaster's Department, he does not report to the Quartermaster General, but sends his reports in to the War Department, and where they go from there I do not know. They are filed somewhere, I suppose.

Q. When an officer of the army is connected with the bureau, does he make the same returns to the army headquarters and to the bureau headquarters?—A. Not necessarily. For instance: Suppose there is an officer of the army stationed in South Carolina. He is assigned to duty in the Freedman's Bureau. In making his returns, whatever pertains to the Quartermaster's Department he sends to the Quartermaster General. He also sends a copy of the same to the bureau headquarters. But he may have many matters to report to the bureau headquarters which do not pertain, and are not necessary to report, to the army headquarters.

By Mr. ROGERS:

Q. You spoke of having an interest in some ground, square 1025, I believe, but was unable to state anything about a road having been built there?—A. Yes, sir; I could say nothing about the road. I have not been there for more than a year.

Q. It was a matter, I suppose, that you did not care much about, any way?—A. Yes; I did care about having the gravel hauled off. I thought that was injuring it.

Q. How much did you pay for that land?—A. I paid nothing, personally and specifically; the ground was paid for out of the general funds of the company; so I suppose I must have paid one-sixth of the whole cost.

Q. Did you pay no attention to the reports of the company?—A. I met with the company occasionally, and I suppose I heard the reports that were made, at least those that were made when I was present. Once in two or three months was as often as I met with them.

Q. Was that an incorporated company?—A. No, sir; it was merely a voluntary partnership.

Q. Had they the right to use your name?—A. No, sir; they had only the right to use the name of the company.

Q. Then you do not know how much the company may have involved you?—A. I know from the reports which they have made from time to time. I never had any statement that anything more would be required to pay the debts of the company.

Q. This money, then, I understand, was money derived from the earnings and from the original purchase of this building block concern. In other words, is this the transfer of that affair to this purchase down here, or is it not?—A. I said I didn't know whether General Howard had paid for it in full or not; if he has, what was paid was money belonging to this company as a company.

Q. Then, instead of receiving money back again, it was floated in this purchase?—A. Yes, sir; so far as I know. At least, nothing has ever been paid to any of the original stockholders.

Q. Would you not have some knowledge of what was done with the company's money?—A. If they cared enough about it, I suppose the company would be called together to have some knowledge of it.

Q. If you didn't know whether they had any money, and if you haven't paid in any yourself, how came you to become interested in the company?—A. As a company we made a purchase, and deeded the land to A, B, C, D, and E, conjointly. I know it was deeded to me as one of the joint owners. So I know I have an interest in the property.

Q. Is the deed recorded?—A. Yes, sir.

Q. You don't know whether the land is paid for?—A. No, sir; but if not, I shall be bound for it.

Q. Would the company be likely to advance money without your consent?—A. The company had my consent to make that purchase.

Q. Out of what funds?—A. Out of any funds they had in their possession.

Q. But you knew of no funds, I understood you to say?—A. No, sir; I kept no account; the company were receiving and paying out money every day.

Q. How much had you in the company, originally?—A. Two thousand dollars.

Q. I understood you to state, at the winding up of the building block affair, that you did not know whether you had made or lost money.—A. I know that reports were made from time to time; from month to month; how the business was going on; that so many laborers had been employed; that the receipts were so much, &c. Money was coming in and being paid out constantly.

Q. Then, when that concern wound up—A. No, sir; it has not wound up.

Q. Well, it ceased to make brick?—A. Yes, sir.

Q. Then, as a matter of course, the proceeds went into the treasury. Have you no knowledge of the amount?—A. I know it was reported, when we stopped work, that the company was pretty nearly even. There were some small debts to be paid, and a little money yet due from persons to whom material had been sold.

Q. Do I understand, then, that the company got this money back?—A. No, sir, I said directly to the contrary, that the company never got anything back individually.

Q. I did not mean individually; I mean, did the company make or lose money?—A. I think it made a loss of about all we put in. All we have to show now is our interest in that piece of land and some little machinery.

Q. Now, general, was this the only stock found which you all had together?—A. Yes, sir.

Q. And with that, this lot down here was purchased?—A. I do not know that the money originally put in purchased the stock.

Q. Were any other moneys contributed than that originally put in?—A. Not to my knowledge.

Q. Well, do you know whether this concern down here is in debt or not?—A. The last meeting I attended was some months ago; then I understood there were some small debts, but Mr. Eaton thought that enough was due us for materials sold, &c., to cancel them.

Q. Then, if I understand it, about five or six thousand dollars remain out of the wreck of this matter?—A. Yes, sir; I think so. I am sure I do not know what it would sell for; perhaps not half that.

Q. Do you know anything about the graveling of that road down there?—A. I do not know whether it has been graveled or not; I have not seen the ground for a year. When I was there last, no ground that I had any interest in had been graded at all, or touched.

Q. I have a note here, to the effect that you say you do not know whether, at the winding up of operations with the brick machine your company had any money in the treasury or not?—A. My impression is, there was not; I remember the report said there were some debts we must pay out of our own pockets, unless a collection of old debts due us could be made.

Q. And you paid nothing in besides the \$2,000 at the commencement?—A. No, sir.

Q. And meanwhile the company had purchased five or six thousand dollars' worth of land?—A. Yes, sir.

Mr. BRADLEY. I wish to refer the committee to some extracts from this book, which contains the proceedings of the board of trustees of Howard University. I find, on page 81, the following entry:

"An application from Professor E. Whittlesey was received, requesting the board to build a suitable house, which he would rent, or inform him upon what terms he could himself build on the site selected within the university grounds. Referred to the executive committee, with power to act."

On page 83 I find the following:

"Upon motion of General Howard, it was—

Resolved, That the verbal report of the executive committee on the erection of two houses for professors, on the site of the 'Smith house,' be approved, and a sum not to exceed \$10,000 is hereby appropriated for the erection of two professors' houses, according to the plans and specifications in the hands of the executive committee."

On page 87 I find the following:

"The report of the committee on rentals and salaries of professors was taken up. Mr. Alvord presented a supplementary report, which was accepted.

"Mr. Bascom moved that the salary of the president of the university be \$5,000 when he shall perform full duties, and for partial services his compensation shall be paid by special vote of the board. Passed.

"Moved, by Dr. Loomis, that the salaries of the professors in the college department be \$3,000 per annum when they shall perform full duties, and for partial services the compensation shall be paid by special vote of the board. Passed."

Q. Now, General, at what meeting of the board was it fixed that your salary should be a thousand dollars a year?—A. Not at any meeting, that I know of. A committee from the board came, and we were talking over the matter of my salary, when one of them wanted to know if a thousand dollars would answer. I told them to fix it at whatever price they thought would be right. I had, previous to that, received a written communication stating that I could have a thousand dollars a year.

Q. Are you now performing full or partial services?—A. Partial.

Q. What would be full services?—A. If I gave my full time and energies to the interests of the institution, whether in the shape of direct instruction or otherwise, I should call that full services.

Q. Do you understand that professors in colleges are obliged to give their whole time to their professional duties?—A. Not every moment, perhaps, but to make that their chief business.

Mr. HOAR. I would suggest that this is a matter which every member of this committee has every opportunity of knowing just as well as the witness. It seems to me like a waste of time.

Mr. BRADLEY. Well, I thought I would like to know what the witness would consider full services and a fair compensation, when he gets \$5 a day for only partial services.

By Mr. PERCE:

Q. Is there any agreement setting off the rent of the house you occupy against your services as professor in the university?—A. There is no written agreement. There is a verbal agreement, in this way: a committee came to me and asked if I would be willing to continue my services at a thousand dollars a year, as I had been doing. I said yes; afterward, about the beginning of this year, I was informed by either Mr. Cole or Mr. Nichols, that the rent of my house had been placed at a thousand dollars a year.

Q. What did you say to that?—A. Well, my reply is not material; they had fixed the rent, and if I staid I must pay it.

Q. Yes; but what *was* your reply?—A. I think I said it was rather high.

WASHINGTON, D. C., June 1, 1870.

ALBERT G. RIDDLE sworn and examined.

By Mr. WOOD:

Question. State your residence and profession.—Answer. I am a lawyer by profession; I reside in Washington City.

Q. Are you in any respect connected with the Howard University?—A. I fill the chair of a professor in the law department of that university.

Q. How long have you held that position?—A. Since the organization of that department, which was about the 5th or 6th of January, 1869.

Q. What is your pay?—A. I am paid \$1,000 per year, payable quarterly.

Q. Who pays you for your services?—A. I have been paid by Mr. Balloch. That is to say, he is the disbursing officer, or functionary from whom my compensation has been received.

Q. You still are paid by him?—A. My last payment was paid by him, as I believe all have been.

Q. In what form does he pay you?—A. Usually by check; once or twice he has paid me in currency. I am not positive that he has paid me currency more than once. He pays usually by a check.

Q. By his personal check as an individual, or as an official?—A. The check is an official check. It is impossible for me now to describe one, or to give its contents; I have usually deposited them in the First National Bank, where my banking is done. I believe once I presented one in person. They are like ordinary paymaster's checks in general appearance.

Q. On whom have these checks been drawn?—A. My impression is (and it is but an impression) that they have been drawn and paid as the ordinary disbursements of the Freedmen's Bureau. I do not know that I ever read one of them in my life; but my impression is that they have the names of officers and insignia of some kind, which had always connected my mind with them. I believe I have always signed receipts in duplicate.

Q. Do you know of any assessments being made on professors or students of the university by General Howard?—A. I do not.

Q. Do you know of any contributions being required of any person connected with that institution for a political, religious, or other purpose?—A. I do not.

Cross-examined by Mr. KETCHUM :

Q. Do you know whether General Balloch is the treasurer of Howard University?—A. I do not know, and I do not know how I came by the impression; but I supposed that he was.

Q. Did you call upon him for your pay as being the treasurer of Howard University?—A. I do not think I ever called upon General Balloch. He has usually been very kind, and has sent me at the end of each quarter, an account, with a blank for my signature to a receipt, which I have signed and returned to him, and he has sent me a check.

Q. Do you recollect whether that receipt was given to him as treasurer of Howard University?—A. I cannot say from my recollection.

By Mr. MCNEELY :

Q. Did you receive from General Balloch any check for money other than for your salary?—A. No other.

Q. And those checks were deposited in the First National Bank?—A. They generally have been.

Q. And were in quarterly instalments?—A. In quarterly instalments of \$250 each.

Q. How long have you been acting in your present capacity?—A. I came there about the 5th or 6th of January, 1869, and have remained constantly in attendance on such duties as have been assigned to me from that day to the present.

Q. Can you not ascertain from the First National Bank how those checks were drawn?—A. I suppose the First National Bank presented those checks, and received pay for them, and gave them up. I should doubt very much whether any of them could be found at the First National Bank.

Q. Were the checks drawn on the treasury of the United States?—A. I should think not on the treasury.

Q. On what were they drawn?—A. That I cannot say. The most I can say is my impression.

Q. As I understand you, you do not now know whether you were paid by the Howard University or by the Freedmen's Bureau?—A. I do not with any certainty whatever.

By Mr. HOAR :

Q. How many professors of law are there in the university?—A. Two.

Q. Yourself, and who else?—A. Professor J. M. Langston.

Q. What is the course of instruction?—A. The ordinary common law course, accompanied with lectures.

Q. What is the number of pupils?—A. I believe about forty.

Q. White or colored?—A. Nearly all colored. I believe there are one or two genuine Anglo-Saxons; and they run from that through every shade and variation of color down to the pure African.

Q. What is the number of scholars in the week that receive instruction from both professors?—A. The pupils are mostly employed during the day in some pursuit, as clerks, messengers, or in some mechanical employment; and their hours of study are from 3 to 8 or 9 o'clock in the evening, including every day in the week.

Q. Have you, yourself, been a pupil at any of our law seminaries?—A. I never was.

Q. How long have you been in practice as a lawyer?—A. I commenced practice in the spring of 1841.

Q. Give the committee some means of judging, if you can; give your own opinion, and the facts to fortify it, in reference to the attendance of these young men, compared with other young men of their age.—A. Several of the young men, I believe, are graduates of some of the various colleges that have opened their doors to the descendants of that race. Some of them not having had that advantage are thoroughly educated in the English branches. Some have something more, approaching to something like an academical course.

Q. What I want to know is your judgment as to the promise of usefulness to the pupils of the instructions they are receiving, and as to the promise of usefulness of the pupils to the country as citizens?—A. What I have already said was preliminary to what I intended to say in that respect. I think, so far as my personal observation goes, and with the seniors I have mingled a good deal, that they compare favorably with any equal number of young men with whom I have ever been associated. It has been my custom to have been surrounded more or less with young men who have, for some reason, sought me as a legal instructor, and I have had occasion to be very conversant with law students, almost from my entry into the practice. I have had in my own office as many as I could well furnish room and books for. I think that these

young men compare favorably with any equal number of law students whom it has been my good fortune to meet or know. I think that in the class which we denominate as the senior class, and which numbers ten, twelve, or fifteen, there are at least half a dozen (and that would be a large average from that number of law students) who are destined to take quite high places at the bar. They have attention. They exhibit no lack of comprehension. They readily master the artificial reasoning and learning of the law, and have exhibited an aptitude quite equal to that which I have ever seen evinced by any set of young men.

By Mr. TOWNSEND:

Q. What text-books do you use?—A. The first book that we put into their hands is Walker's Introduction to American Common Law. We also use Kent, Blackstone, and the usual later standard works.

Q. What works on pleading do you use?—A. We have been using Gould's Pleading—the latest edition.

Q. What work on evidence?—A. Starkley's first volume, and Greenleaf. My own impression is, that when students thoroughly master the text of Starkley's first volume on evidence, they will get as accurate a knowledge of the law of evidence as they can get from any other source. We use Greenleaf in connection with it.

By the CHAIRMAN:

Q. What is the length of the course?—A. We have intended to graduate a single class of students who have evinced great avidity and aptitude for learning generally, at the end of two years. The regular course as established (and I believe it has met the approval of the board) will be three years.

By Mr. WOOD:

Q. In answer to a question of Mr. Hoar's, you said that there were both white and colored law students in the university, did I understand you correctly?—A. Yes, sir.

Q. How many whites, to the best of your recollection?—It is impossible for me to tell; I think it would be impossible for any one to tell, without close inquiry into their parentage. There are four or five who would pass unmistakably for whites anywhere, and under any circumstances. I think that two or three of them are conceded to be white on all hands.

Q. You use the words "pure Anglo-Saxon."—A. I meant by that, that I suppose there are two or three in the class who have no touch or shadow of African blood.

Q. These receive their instruction from you?—A. I lecture to the whole body of the students, and I then have more particular charge of a single class.

Q. Do you know personally those white students?—A. I know one of them quite well, but I cannot give you his name.

Q. Does he belong to Washington?—A. He belongs now to Washington; I do not know whether he had his birth place here.

Q. Do you know the origin of those white persons, whether they belong to the District of Columbia, or if not, where they belong, and where they come from?—A. I cannot tell you.

Q. Have you any record in the university as to the birthplace of the students?—A. That, I do not know. I suppose there is; it is usual to keep such a record.

WASHINGTON, D. C., May 16, 1870.

D. B. NICHOLS sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I live on Seventh street, just beyond the boundary; my occupation is that of librarian of Howard University, and curator of the cabinet and museum.

Q. Have you held any professorship there?—A. No, sir.

Q. Have you at any time held another office there, such as superintendent of the building and grounds?—A. I was superintendent of building and grounds from about 1867 up to about six months ago, when I resigned my position as superintendent of building and grounds.

Q. What time in 1867 were you superintendent?—A. In the fore part of the year.

Q. Were you there when the building was being erected, before the university building was finished, while they were at work on the dormitory?—A. I was.

Q. Where you also there when they were building the hospital in 1868?—A. Yes; I occupied that position then.

Q. Do you remember, in 1867 or 1868, the Building Block Company obtaining any lumber belonging to the United States to be used by the company in its works there?—A. I do not know of any; I drew lumber for educational purposes—for some repairs.

Q. From whom did you draw the lumber?—A. I made an application to the Commissioner for lumber, for the repairs on the house in which we had our first school.

Q. Was any of that lumber used by the Building Block Company, and did you make any complaint about it to General Howard?—A. Not to General Howard; I made this complaint; I was connected with the treasury at the time, in the Bureau of Statistics, and I made a complaint on the ground of rumors which I had heard.

Q. Made a complaint to General Howard?—A. Made it to the executive committee of the Howard University.

Q. Not to General Howard?—A. General Howard was a member of that executive committee.

Q. Was he present at the time the complaint was made?—A. I am not able to say; he was not always present.

Q. Did you have a conversation with him on the subject?—A. Yes.

Q. State what passed between you and General Howard on that subject.—A. I said to him, or the executive committee, that I understood there was an improper use made of the lumber, and, if I mistake not, General Howard said that he had ordered the lumber to be all returned if there was any misappropriation of it; or that he had ordered the matter to be examined into, or something of that kind.

Q. Was that all he said?—A. Yes, sir; that is all; that is, in substance, what he said. I do not recollect anything more that would bear on that question.

Q. Do you recollect his saying that it had been reported to him previously, and that he had had an examination made into it, or something to that effect?—A. He said that he had made an arrangement to have it examined into, or something to that effect; the exact words I do not recollect.

Q. Do you know, in point of fact, whether any of the lumber was hauled away and returned?—A. I never knew that there was any lumber taken, in the first place. It was only by rumor, as I have said.

Q. Do you know whether, after that conversation with General Howard, the lumber was returned?—A. The executive committee, of which I am also a member, appointed Mr. Cole as a sub-committee to examine into this question, and to see whether the Building Block Company had misappropriated the lumber and was using it; and if so, to have it returned, and make a report accordingly. Mr. Cole made such a report to us.

Q. Did you or not make such an investigation as to satisfy you that the lumber was in the sheds of the Building Block Company?—A. I thought so; but when Mr. Cole made his report I was living under the impression that there was no lumber drawn by the Building Block Company; and when I went over to remain at the university, a year ago, I laid hold of everything I could get in the way of lumber, and called it the educational lumber; but I think I was a little too fast; for when this committee reported, they brought forward vouchers to a certain amount, and showed me that I was wrong.

Q. Did you make inquiry and satisfy yourself, and so inform General Howard, that some of the hands on that work had been paid off by this lumber?—A. I told General Howard nothing except what I have stated. I have stated all that I know in regard to what I have told General Howard.

Q. You say you did not tell General Howard that you had satisfied yourself, from inquiry, that some of the lumber had been used by the Building Block Company to pay off their hands?—A. Never; I never had any conversation with General Howard on the subject.

Q. I do not mean conversation between General Howard and yourself, individually; but I mean conversation with General Howard as a member of the executive committee?—A. No, sir; I never reported that to the executive committee.

Q. Were you authorized by Mr. Cole to make any proposition to the trustees for the purchase of several acres of land on the northern part of the university grounds?—A. No, sir. Mr. Cole spoke to me one day about it, but I was not authorized, in any sense, and never brought any such matter before the board.

Q. Were you present at a meeting of the board when the matter was brought before the board?—A. Not to my knowledge. On looking over the record I saw mention made of some conversation which we had at a certain meeting, but I do not recollect anything in relation to it.

Q. Can you remember the date?—A. December 7, 1863.

Mr. BRADLEY referred to the entry under that date on page 70 of the record, and read as follows:

"General Howard proposed for himself and other parties to purchase a large number of lots at reduced rates, in blocks 12 and 13; and a plan for a resurvey of those blocks, on account of the difficulty of the grades in the bill, was presented; and on motion, the subject was referred to the executive committee, with power to regulate sales and report on the survey."

Q. Was Mr. Cole associated in that matter?—A. I never knew that he was.

Q. Not from conversation with him?—A. Not in relation to that transaction. I

never knew who the parties were to whom General Howard referred. He mentioned no names. I do not recollect the transaction. I know that no such matter ever came before the executive committee.

Q. Was there any journal kept of the proceedings of the executive committee?—A. Yes, sir; Professor Bascom, who was our secretary after the death of Mr. Robinson, has it.

Q. You said that you were in the Treasury Department when you first became connected with the university establishment?—A. I have been connected with the university from the beginning. I was in the treasury up to a year ago, when I left it.

Q. You were then superintendent of building and grounds, for two years or more, while you were a clerk in the Treasury Department?—A. Yes, sir; without any salary. I have never drawn but one salary.

Q. Have you stated, as far as you recollect, all that General Howard said when you told him about the complaints that were made about the Building Block Company using that lumber?—A. I have told you all the conversation I ever had with General Howard on the subject up to within a day or two since. When this committee commenced its investigations I had an additional talk with him; but I never had said anything to him prior to this investigation, only what I have already told you.

Q. Did I understand you correctly that you ordered the lumber of the Building Block Company to be taken possession of by the university?—A. If I said ordered, that was a mistake; I had no right to order. Being the superintendent of building and grounds, I made a request that certain repairs be put into the building which we first occupied as our normal school building. After we rented it, it was in a very bad condition, and we fixed it up. I asked the Commissioner if he could fix it up.

Q. I am speaking of the Building Block Company's lumber.—A. No, sir; I never ordered nor requested any lumber to the Building Block Company.

Q. Did you have any of the material of the Building Block Company under your charge or custody?—A. No, sir; I had nothing to do with it in any way.

Q. You are not a member of the Building Block Company yourself?—A. No, sir.

Q. You were one of the original parties to whom the charter for the university was given?—A. I was.

Q. And after the grounds were laid out and divided into lots, did you purchase one or more of the lots?—A. After the grounds were laid out I made a bargain for two lots.

Q. Was that immediately after the plat was made?—A. If you mean by that before the land was open for general sale, it was not. I bought mine, as everybody bought theirs, at Mr. Hall's.

Q. Did you not see your name written on two lots in that original plat?—A. I did, but not to have them reserved at the expense of other buyers.

Q. Was not the writing of your name upon them assuring them to you?—A. If so, they were not kept for me. I never wrote anything on them. Mr. Hall may have put my name down.

Q. Mr. Hall was the agent of the buyer and the seller; did he not write your name on two of those lots?—A. I think it very likely he did.

Q. And was not that immediately after the plat was left at his office?—A. It was not until after a large number of sales were made.

Q. The conversation which you say you had with General Howard since this investigation began, did it relate at all to the matter of the lumber and the Building Block Company?—A. It did partly relate to the Building Block Company.

Q. Was anything said in relation to the purchase of those two lots?—A. No, sir; there was no reference at all to those lots. I do not know that General Howard knew that I had two of the lots.

Q. Was anything said in relation to this offer to purchase a number of lots in the northern part of the ground?—A. No, sir. In relation to that matter, it having come before the executive committee, and I being one of the executive committee, possibly there was a question asked whether such a thing ever came before the executive committee, and I told him that I was positive there was nothing of the kind. Previously Mr. Bascom and I were conversing on the subject, and he said the same, and we looked it up.

Cross-examined by Mr. KETCHUM:

Q. Did you ever make any requisition on the Commissioner for this lumber, or was it on the assistant commissioner?—A. The assistant commissioner.

Q. Then you were under a mistake when you said Commissioner, instead of assistant commissioner?—A. Yes; I was under that mistake. I suppose they are both one, after all.

Mr. KETCHUM. I did not ask you what you supposed; I asked you whether your requisition was on the Commissioner or assistant commissioner.

By Mr. McNEELY:

Q. Who was the assistant commissioner?—A. General Charles Howard.

Q. I did not exactly understand one of your answers a while ago in reference to lumber; did I understand you to say that, when you went up there as superintendent, you took possession of all the lumber on the grounds?—A. I did.

Q. Had a portion of that lumber been used by the Building Block Company?—A. I am not able to say that.

Q. Did you, at any time, as superintendent, take possession of any lumber that had been used by the Building Block Company?—A. I did.

Q. As an agent of the university, or as superintendent of buildings and grounds?—A. Yes.

Q. Had that lumber been used by the company in sheds, or how?—A. Just temporarily, to put over some block to keep it from exposure to the weather.

WASHINGTON, D. C., *May 9, 1870.*

JOHN A. COLE sworn and examined.

By MR. BRADLEY:

Question. What is your residence and occupation?—Answer. I reside near Howard University; I am financial agent of the university, and also secretary of the board of trustees.

Q. How long have you been connected with that institution?—A. Since about the middle of March, 1869.

Q. Were you at that time connected in any manner with the Freedmen's Bureau?—A. I was not.

Q. Do you know anything of a proposition to purchase a portion of the university grounds on speculation?—A. Well, yes, sir, I suppose I do.

Q. Was General Howard aware of the proposition, or in any way connected with the matter?—A. I talked with him about it; the proposition did not go far enough to say that any one was connected with it.

Q. Was he, or not, to be interested in it?

MR. HOAR objected: Let the witness state any facts he knows, but not what anybody else may have intended, or was expected to do, which never was done.

By MR. BRADLEY:

Q. Did you have any conference with General Howard upon the subject?—A. Yes, sir.

Q. What passed between you on that subject?—A. I cannot remember exactly; it is a matter to which I gave but little thought at that time, and none at all since.

Q. Do you know whether such a proposition was to be made to the board of trustees?—A. I think it was informally talked of among them, though I never authorized any one to do so.

Q. Did you not speak to Mr. Nichols about it?—A. I think I did.

Q. Did you speak to anybody else about it?—A. I think not.

Q. State to the committee just what General Howard had to do or say about the matter.—A. I do not think I can; I recollect speaking to General Howard about it, but what he said I cannot now distinctly remember.

Q. Did you, or not, propose to him to join you in making that purchase?—A. I think I did.

Q. Did he refuse or accept?—A. Neither; I think he intimated that he might join in.

Q. In your conference did you speak to Nichols with the knowledge and authority of General Howard?—A. That I cannot say.

Q. Was it, or not, understood between yourself and General Howard that you should speak to one or more of the trustees upon the subject?—A. I think there was no such understanding; I think the matter did not get so far as that.

Q. Was there, or not, an understanding between you and General Howard that you should propose to purchase some forty acres of the ground and he be interested in the purchase?—A. I do not know anything like that at all. Let me state what the proposition was; that will be the easiest way. There was a block containing, I should say, only five or six acres, that I thought might be subdivided in a different manner from what it was; I thought I could sell it. I proposed to get some friends at the East to join in with me in the purchase of that block, and divide it into small lots to sell again. I spoke to General Howard. I understood him to intimate that he would favor or assist me in the thing; the matter did not go any further than that.

Q. Did you speak to Mr. Nichols?—A. I think I did not; I think that was the end of it.

Q. Did not Mr. Nichols, at your request or with your authority, bring the matter to the notice of the board, and report to you afterwards that the members declined to listen to the matter?—A. I presume he told me that; I do not remember distinctly about it.

Q. When was that?—A. I think that was in January or February, 1869.

Q. Was General Howard at that time president of the college?—A. I think he was not.

Mr. PERCE. I wish to move to strike out all this testimony, on the ground that it is irrelevant and incompetent; that what General Howard might have said, or what witness might have said about any arrangement not carried out, has nothing to do with this investigation; that General Howard is not bound beyond his acts as an officer of the government, of the bureau, and of the university.

Mr. MCNEELY. If General Howard and this gentleman here entered into an agreement to speculate on this property which was bought with government funds, it seems to me to be very material testimony.

Mr. ARNELL. He states that it amounted to nothing.

Mr. MCNEELY. We have not yet finished examining, and cannot tell what it may amount to.

Mr. PERCE. From the fact that Mr. Bradley had passed on to examine in regard to another subject, I concluded that he had finished that branch and thought it the proper time to put in my motion.

By Mr. BRADLEY:

Q. Have you any knowledge of a sewer on those university grounds running west of Seventh street?—A. I have.

Q. Do you know whether any private individuals drained their premises into that sewer?—A. I know there did not.

Q. Were you an actor in a negotiation for the purchase of the lands called the Miller estate, last winter?—A. Yes, sir.

Q. Under whose authority?—A. Under General Howard's.

Q. As financial agent of the university?—A. No, sir; in connection with General Balloch, as disbursing officer.

Q. Did you make the purchase?—A. Yes, sir.

Q. For whom and to whom did you take the deed?—A. I did not say I made it. I said I had something to do with it.

Q. Did you negotiate with Mr. Hall?—A. Yes, sir.

Q. Were you authorized to do so by General Howard?—A. Yes, sir; whatever I had to do was done with his knowledge.

Q. By his authority and direction?—A. Under his direction; yes, sir.

Q. Have you the contract which was made in that case—the written contract?—A. I think I have.

Q. You need not state the substance of that contract, but you may state whether or not your name is mentioned as one of the contracting parties.—A. I do not remember how it reads, but I think it is.

Q. Who else besides yourself?—A. I think the contract was between Mr. Hall, the real estate agent, and myself. He pledged himself, as agent of the property, to sell it to me at a certain price.

Q. Have you received any deed for it?—A. Yes, sir.

Q. Is that deed recorded?—A. No, sir.

Q. That money was paid by General Balloch, I understand?—A. Yes, sir.

Q. Were you one of a committee of the Young Men's Christian Association in the matter of building a school-house in the west end of the city, which was afterwards transferred to the bureau or to General Howard?—A. Not that I remember, sir.

Q. I refer to the mission school building about the corner of Twenty-second and I streets.—A. I have some recollection about such a building, but I do not remember that I was on any committee.

Q. Do you remember that you signed a deed?—A. I think I did, sir, as vice-president of the association.

Q. How came that association into the possession of that property?—A. They had a deed for it, sir.

Q. Who erected the building?—A. I do not know; it was erected before I ever came to the city.

Q. Do you know of any buildings that were dilapidated and falling to pieces being repaired, and by whom they were repaired?—A. I have no knowledge in regard to that.

Q. Do you not know that the bureau substantially rebuilt those buildings?—A. I have no knowledge of that at all.

Q. You say you have never been at any time connected with the Freedmen's Bureau?—A. No, sir; I did not say that.

Q. Have you not received pay or salary from that bureau?—A. I never have.

Q. Have you a salary paid you by the university?—A. Yes, sir.

Q. Who pays that salary?—A. The treasurer.

Q. Who is the treasurer?—A. General Balloch.

Q. How does he pay you—in drafts on the treasury or in money?—A. He always pays me in money.

- Q. You are secretary of the board of trustees, I believe?—A. Yes, sir.
- Q. Have you the book in which warrants for payments of salaries are contained?—A. Yes, sir.
- Q. Has that book a margin to it which shows the names and amounts of salaries?—A. I have had such a book since the 1st of January; before that my predecessor kept the accounts on separate sheets, and I did the same until January.
- Q. Have you your predecessor's sheets?—A. I have nothing except blanks; no margins.
- Q. What have you that will show these payments?—A. Nothing, except the treasurer's book.
- Q. When did you become secretary of the board of trustees?—A. I think I was appointed in May, 1869.
- Q. A year ago now?—A. Yes sir.
- Q. Are you still an officer of the Young Men's Christian Association?—A. I believe I am third, or fourth, or fifth vice-president, sir; somewhere along there.
- Q. How long have you been vice-president of that association?—A. Since the last election.
- Q. How long have you been an officer of any kind?—A. I should say about two years.
- Q. Did you ever have any conversation with General Howard in regard to raising money upon the bonds of that Young Men's Christian Association?—A. I never have.
- Q. Were you ever present at any conversation between him and other members of the association in regard to the matter of raising money upon the bonds of the Young Men's Christian Association for the completion of the building or other purposes?—A. I have no recollection of anything of the kind now.
- Q. Have you any knowledge whether he did, in point of fact, negotiate any such bonds for the benefit of the Young Men's Christian Association?—A. I have not.

By Mr. PERCE :

Q. To whom does this property that you thought of buying now belong?—A. To the Howard University.

By Mr. HOAR :

- Q. How large a tract of land was this?—A. About five or six acres, I should say.
- Q. Had it then been offered for sale in any way by the university?—A. I think there was a price fixed for it, but no sales had been made; it was an undesirable locality, remote from streets and other buildings, and was on the steep side of a hill.
- Q. What was your proposition in regard to it?—A. I do not know that I can correctly answer that, but I will state as near as I can get it. It was to purchase this land in the bulk in the block and subdivide it in a different way—into smaller lots. I thought it could be divided in a better shape and sold in small lots.
- Q. Do you know whether your proposition was as favorable a one to the university as the one which the trustees had made, to sell it to the public. Could you give as large a price?—A. I considered the proposition as more favorable to the university; but the price for the whole tract would be less than at the price per foot for certain lots.
- Q. State in what particular your proposition would be more favorable to the university?—A. Because instead of waiting and selling it by lots, they could sell the whole tract at once and thus bring an immediate sale.
- Q. Your proposition was to buy a tract of several acres at once, paying a smaller price than the price they had fixed on the lots?—A. Yes, sir.
- Q. Well, you say your proposition was to be aided in that respect by friends from the east. What do you mean by being aided?—A. Joining in the purchase or advancing me money to make it; either one or the other, I did not get so far as that.
- Q. What was the form in which you made the proposition to General Howard?—A. I cannot tell that; but I think I suggested to him that I thought this tract could be subdivided advantageously to the university and to the persons subdividing it. I cannot tell what kind of assistance he offered to give me, but he encouraged the project.
- Q. Do you know that General Howard promised you that he would become interested in the purchase as a purchaser?—A. No, sir; I do not.
- Q. You have no recollection of that?—A. I have no recollection that he said he would do that.
- Q. But in some other form did he say he would aid you?—A. Yes, sir.
- Q. Without giving any definite plan as to how that aid should be extended?—A. Yes, sir; that was the case.
- Q. Had the university at that time paid off the debt for the lots entirely?—A. I do not know; I was not connected with it then.
- Q. What did you say to Mr. Nichols or to the other member of the board of trustees?—A. I have stated that I spoke to Mr. Nichols. I am not sure that I did. I could not say he was the one. I am confident, however, that it was either Mr. Nichols or Mr. Robinson that I spoke to.

Q. What did you say?—A. I think I asked him to see if the board would take four cents a foot for it—that is my recollection—for the entire tract.

Q. Were you present at any meeting of the board when that subject was brought up?—A. No, sir; I was not.

Q. What reply did Mr. Nichols, or whoever you made this proposition to, make?—A. I do not recollect; but after the meeting of the board I got information that they had not considered it favorably, and the matter dropped.

By the CHAIRMAN:

Q. Were you connected with the board of trustees at this time?—A. No, sir.

By Mr. HOAR:

Q. You are the secretary of the board now?—A. Yes, sir.

Q. And the secretary of the board is a member of the board, isn't he?—A. Yes, sir.

By the CHAIRMAN:

Q. When did your connection with the board begin?—In May, 1869.

Q. And when did this proposition and conversation take place?—A. In February, I think—in January or February, 1869. That is my recollection. During that winter, at any rate.

By Mr. McNEELY:

Q. You say General Howard was not to aid you pecuniarily; how was he to aid you; what was the understanding?—A. I do not know, sir, really, how it was. I got the impression he would aid me.

Q. In advising them to accept your proposition?—A. Not that alone, but that he would aid me pecuniarily in borrowing money, or in some such way. If they had accepted my proposition I should undoubtedly have then arrived at some definite understanding with him.

By the CHAIRMAN:

Q. What was the valuation, per foot, placed by the board of trustees on this land at that time?—A. I think six cents a foot was the highest price, and for some lots four cents per foot.

Q. You offered four cents?—A. Four cents, I think, was my proposition.

By Mr. McNEELY:

Q. Whatever occurred between you and General Howard in regard to the matter, you told Mr. Nichols or Mr. Robinson that there was an understanding between you and General Howard in respect to the matter, and requested him to represent the matter to the board?—A. I presume I did tell him that. I told him whatever occurred in my mind at the time. I told him exactly what I thought about the matter, and asked him to present it to the board.

Q. Was that a part of the Smith farm, or the Miller purchase?—A. A part of the Smith farm.

By Mr. BRADLEY:

Q. Was that before or after Mr. Corcoran purchased the right of way, and after he opened the right of way; and how far were these lots situated from that road?—A. I think Mr. Corcoran never purchased the right of way through that property. There was a street laid out precisely where he wanted his drive, so that it was not necessary for him to purchase the right of way.

Q. Didn't he give \$5,000 for it?—A. No, sir; not for the right of way.

Q. What for, then?—A. He has at two different times purchased tracts of this farm, once purchasing all north of this Corcoran street, and at another time south of it.

Q. How are the lots situated in regard to that?—A. They lie south of it on the slope of the hill.

Q. And on the street?—A. No, sir; not on the street.

By Mr. ROGERS:

Q. I want to know your position and duties at this university as an officer, or in what capacity?—A. I am financial agent of the university.

Q. What are your duties as such?—A. I have charge of the grounds and buildings. I sell lots, and rent such property as we have for rent, and receive the money, which goes to the treasurer. I also make purchases for the university, when such purchases are determined upon, such as the furniture, &c. It is difficult to tell what my duties are; they are enough to keep me busy all the time.

Q. Tell me all that they are; I want to know it all.—A. I have charge of everything in that line.

Q. Do you not negotiate loans for the concern, and raise money when they get short?—A. I never have done anything of that kind. When I was appointed that

was touched upon in the instructions; it was intimated that I should be called upon at some time to raise money; but I never have been.

Q. You are called, then, financial agent?—A. Yes, sir.

Q. And your duties are what you have just indicated?—A. Yes, sir.

Q. What salary do they give you?—A. Two thousand dollars a year.

Q. You were acting as financial agent when the conversation about the sale of this ground took place?—A. O, no, sir; that was previous to my having any connection at all with the institution.

Q. Had you no connection then with it?—A. Not the slightest; that was a year ago last February.

Q. There was a question asked you about some property purchased or rented by the Young Men's Christian Association in the other part of town. You stated that you recollected nothing about it. Was that correct?—A. I recollect something about it. I signed a deed; I remember that.

Q. You stated that you believed you were the fourth or fifth vice-president of that association?—A. Yes, sir.

Q. You have no knowledge about it?—A. I do not know which I am. I am very confident I am a vice-president, but I do not know where on the list my name comes.

Q. You do not know, then, what position you do hold?—A. To that extent; I do not know where I stand on the list.

Q. How long have you been connected with the association?—A. Ever since I came to the city—three years.

Q. Was it in trouble about money matters at any time since you have been connected with it?—A. Yes, sir; it has always wanted money.

Q. Then did you at any time have a conversation with General Howard touching the means of raising money to carry on the enterprise, or pay for what had been done?—A. I have no recollection of any such conversation with him at any time.

Q. Had you any close, intimate relations with General Howard at that time, or up to that time?—A. I cannot say I had. I knew him for years in the army, but not intimately.

Q. Nothing had been said to you, then, at any time, in General Howard's presence, or by General Howard, touching the question of raising money for this institution?—A. I have often been in meetings where the matter was discussed, and where General Howard was present, I think.

Q. Do you know that there were some bonds negotiated through General Howard, upon which money was obtained for the carrying on of this institution?—A. I do not think that I can say that I do.

Q. Were you present at any time when the question was discussed, General Howard being present also?—A. I have no recollection whatever of any such conversation with him. It is possible that I may have heard something of that kind, but I have no recollection of it.

Q. In that connection, then, with the institution, you have not known that bonds were negotiated through General Howard, in any way, for the procuring of money, based upon the credit of that institution?—A. No, sir.

By Mr. MCNEELY :

Q. You say it is your duty to rent all the property belonging to the university?—A. Yes, sir; all the property that we rent at all.

Q. Do you rent a portion of the university for bureau headquarters?—A. Yes, sir.

Q. At how much a year?—A. I do not recollect just now.

Q. It is your duty to rent it, and you do not know how much a year it is rented for?—A. I think it rents for \$3,000. The bargain was made some time ago, and I haven't thought of it since.

Q. Do you rent the hospital to the Freedmen's Bureau?—A. Yes, sir.

Q. For how much a year?—A. Five thousand dollars, I think.

Q. Do you rent any other portion of the grounds or property belonging to the university to anybody?—A. We rent houses.

Q. What houses, and how many?—A. There are two single houses rented to General Whittlesey and Professor Bascom.

Q. How much does Professor Bascom pay?—A. One thousand dollars.

Q. And General Whittlesey?—A. The same—one thousand dollars a year.

Q. Are they near each other; and on which side of the university grounds?—A. East of the university, and near each other.

Q. Is there any other property rented to anybody?—A. Yes, sir.

Q. What is it?—A. Mr. Barber, the principal of the normal department, rents a building.

Q. How much does he pay?—A. Seven hundred and fifty dollars a year.

Q. Any other?—A. There is a building at the foot of the hill rented to Mr. Nichols.

Q. For how much?—A. Four hundred dollars a year, I think.

Q. What is that building used for?—A. For a dwelling house.

- Q. Is he connected with the bureau?—A. Not to my knowledge.
- Q. Mr. Nichols is not connected with the bureau?—A. No, sir.
- Q. Is that the Beckert property?—A. Yes, sir; that is the house—a brick house.
- Q. Is that used for no other purpose than a residence?—A. I think not.
- Q. Is that all the property that is rented?—A. No, sir, there are two small houses that I rent to two tenants.
- Q. Whom are they rented to, and for how much?—A. They are rented to colored people, at eight dollars a month each.
- Q. Where are those houses?—A. They are in the southeast portion of the property.
- Q. Are they connected with the bureau?—A. No, sir.
- Q. What do they do?—A. They are simply tenants; they are little houses.
- Q. Is there any other property?—A. That is all I think of.
- Q. These are all the rents that you get?—A. I think that is all I get from that property.
- Q. That is all the property belonging to the university that you rent to anybody, the ones that you have named?—A. No, sir; there is a property on Delaware avenue that we rent.
- Q. Does that belong to the university?—A. Yes, sir.
- Q. How much does that rent for?—A. There are ten houses there. One of them is sold, leaving nine houses, tenement houses. These are rented by floors.
- Q. How much altogether, and to what class of people?—A. We get about \$20 a month from each house when they are rented. They are rented to colored people.
- Q. How far are those houses from the grounds of the university where the building is situated?—A. About three miles, I should say.
- Q. How many persons occupy those nine houses?—A. I suppose there are about twenty-seven families there when full; one family on each floor.
- Q. Now is there any other property, anywhere, rented, belonging to the university?—A. No, sir; I think there is no other property.
- Q. You stated one of those houses had been sold; how long ago?—A. I think it was sold over a year ago—more than a year ago.
- Q. For how much?—A. I do not know.
- Q. Did you sell it?—A. No, sir.
- Q. Was it sold while you were financial agent?—A. It was sold before I was agent of the institution.
- Q. Is it on the same block of ground as the remaining nine houses?—A. Yes, sir.
- Q. Are those tenements put up adjoining or separate?—A. All adjoining.
- Q. To whom was this house you speak of sold?—A. To a colored man. I forget his name.
- Q. Do you know of any arrangement to sell a portion of the ground this side of the university, and north of the beer garden, or to lease it to the Baltimore and Ohio Railroad Company for a depot, now pending?—A. What property do you refer to?
- Q. It is east of this German beer garden, on the edge of Boundary street. Do you know of any arrangement, as financial agent, to negotiate for that ground to the Baltimore and Ohio Railroad Company for a depot?—A. I do not.
- Q. I believe you stated that Mr. Nichols, who rents that property, does not belong to the bureau or university?—A. Yes, sir; he is librarian of the university.
- Q. Do you know whether he gets a salary as librarian of the university?—A. Yes, sir; he does.
- Q. How much?—A. Seventy-five dollars a month.
- Q. Who is this Mr. Barber who has a house?—A. He is principal of the normal department—preparatory.
- Q. And he gets a salary of how much?—A. Two thousand seven hundred and fifty dollars, I think.
- Q. Do you know from what fund these salaries are paid; do you know, as financial agent of the university, from what fund your salary and the salaries of the different professors are paid?—A. I do not know. The treasurer pays them.
- Q. You get it from the treasurer?—A. Yes, sir.
- Q. Does the money coming to the university from the sales of lots, or the collection of notes given by the purchasers of lots, pass through your hands?—A. Some, but not much of it, passes through my hands. I am authorized to take it.
- Q. Are the bonds or notes yet to be paid, for the purchase of these lots, in your possession?—A. No, sir; not in my possession. The land is sold by contract, and the duplicate contract is kept in our office. It is practically in my hands in my office.
- Q. Do you know anything about how the tuition of these pupils is paid; who pays that; or anything about that?—A. The students pay it.
- Q. Do the students pay it all?—A. I think the students pay it nearly all. It is a small sum. I think nearly all pay it themselves.
- Q. Does the university pay a portion for the support of those pupils?—A. I know that funds are contributed to assist the students, and that some aid is given to them by the university.

Q. I believe the students up there are uniformed, are they not, with gray clothing?—A. Yes, sir; some of them.

Q. Are those uniforms furnished by themselves, or by the university?—A. They are furnished by themselves.

Q. Entirely?—A. They are responsible for them.

Q. But doesn't the university pay a portion of the expense for some of those uniforms?—A. The university advances the money for the purchase of the uniform, and the students are charged with it.

Q. Then the uniforms, in the first instance, are bought by the university?—A. Yes, sir.

Q. And then are drawn and charged to the students who get them?—A. Yes, sir.

Q. I saw on their buttons a sort of monogram, "H. U.," or something of that kind. Is that done under the regulations of the university?—A. I do not know.

By Mr. KETCHUM:

Q. Are there any stables thrown in by the university board for the use of the bureau, without extra charge?—A. Yes, sir; there are.

By Mr. MCNEELY:

Q. Is the university in possession of stables?—A. Yes, sir; there is a stable on the premises.

Q. What for; what does the university want a stable for?—A. To keep a horse there.

Q. More than one horse?—A. No, sir; only one.

Q. You said "stables;" is there more than one stable?—A. Yes, sir. When the buildings were turned over to the institution by the government, the stables were turned over and used by the bureau.

Q. Were those stables there when the property was bought of Smith?—A. No, sir.

Q. Who were the stables built by?—A. By the government.

Q. How much of a stable is there there?—A. I think there are three buildings, and stalls probably for twenty horses.

Q. And you say that a portion of those stables are leased or turned over to the Freedmen's Bureau, or used by the bureau?—A. Yes, sir; included in the rental to the bureau.

Q. How do you mean included?—A. They have the use of them.

Q. Is that considered in the way of renting the property to the bureau in the rent that the bureau pays?—A. It is understood that they are to have the use of the stables together with the rooms they occupy in the university building.

Q. And the rooms they occupy in the university building, and the use of these stables, are all considered in renting to them for \$3,000?—A. Yes, sir.

Q. What is this horse, you spoke of, kept for; for the use of the professors or students?—A. For use on the grounds, or in family operations.

Q. Have you any carriages or hacks connected with the university?—A. No, sir.

Q. Or wagons?—A. No, sir.

Q. Any plows?—A. Yes, sir; a plow and harrow.

Q. Do the students farm any?—A. Yes, sir; we employ the students as much as we can. They raise vegetables.

Q. To sell to the university?—A. Yes, sir; and to anybody.

Q. Put them on the market?—A. Yes, sir.

Q. Who pays them for their work on these grounds, the university? or do they raise vegetables to sell in the market, and get paid in that way?—A. No, sir; the garden is in the hands of an agricultural committee—I am one of the committee—who are authorized to employ students, and have some discretionary power so that the work shall be done, and this committee receives whatever is gained from the sale, and pays the students for the amount of their work.

Q. How much has the committee received for that work, done as gardeners, during the last year?—A. I have only been connected with the committee since about January last, I think, and we have received nothing.

Q. How much have you paid the students for that work?—A. I suppose we have paid them \$150, more or less.

Q. How many students are there?—A. About twenty, I think, that work more or less of the time.

Q. How many students are there in all?—A. In the institution?

Q. Yes, sir.—A. I cannot answer that question.

Q. I understand there are over three hundred students, and you say that out of that number about twenty do work; is that your answer?—A. No, sir. A small portion of that number are living in the university temporarily.

Q. Out of those three hundred students, how many have been working for the committee on the university grounds?—A. Not more than twenty in this garden.

Q. Where else do they work?—A. We have a shoe shop where some of them work.

Q. How many work there?—A. Two or three.

Q. How much have you paid them for that work?—A. They have only been organized a short time. We have not paid them many dollars.

Q. How much have you taken in?—A. About as much as we have paid out.

Q. That is, nothing?—A. No; about \$25.

Q. In what other way do they work?—A. We have a carpenters' shop, also; six or eight of the students are very good carpenters.

Q. Who do these carpenters work for?—A. They do any work we can get for them.

Q. How much work have you got for them to do?—A. I should think they had done in the last two months \$150 worth of work.

Q. How many are engaged in that?—A. Six or eight.

Q. What other work do they do?—A. We have one who acts as a tailor, and mends clothing.

Q. Who does he work for?—A. For any one who will employ him. We have also two in the blacksmiths' shop.

Q. How much have the tailor and blacksmiths earned and been paid?—A. I cannot answer that question; it is not a very large amount.

Q. You belong to that committee, don't you?—A. Yes, sir.

By the CHAIRMAN:

Q. Can you furnish a tabular statement of all these earnings and expenses?—A. I think I can.

Q. Then please furnish it to the committee as soon as possible.—A. I will.

WASHINGTON, D. C., June 9, 1870.

JOHN A. COLE recalled.

Witness produces the following statements of accounts with students of Howard University:

Statement of accounts with students of Howard University, June 1, 1870.

Total amount advanced by treasurer to students on clothing account.....	\$1,584 00	
Total amount advanced by treasurer to students on board account.....	7,685 83	
Total	9,269 83	
Total amount paid by students for tuition.....	\$3,491 40	
Total amount paid by students on board and clothing account...	7,058 39	7,058 39
Total amount paid by students.....	10,549 79	
Balance due from students.....	2,211 44	

I certify that the above account is correct.

GEO. W. BALLOCH,
Treasurer.

Statement regarding students in Howard University.

Total number of students.....	390
Number of students whose bills are paid by parents or guardians.....	235
Number of students who support themselves wholly or in part.....	155
Number of students who receive salaries ranging from \$50 to \$100, as clerks, watchmen, &c., in Capitol, Patent Office, Treasury, and bureau.....	45
Number of students doing other clerical work, (average wages \$20).....	3
Number of students teaching in normal and preparatory departments, (average wages \$14).....	12
Number of students teaching schools in city, (average wages \$50).....	3
Number of students teaching in night schools, (average wages \$8).....	32
Number of students working on farm and grounds, (average wages \$5 to \$15).....	18
Number of students working in carpenters' shop, (average wages \$25).....	6
Number of students working in blacksmiths' shop, (average wages \$16).....	2
Number of students working in shoemakers' shop, (average wages \$17).....	2
Number of students working in paint shop, (average wages \$14).....	2
Number of students working in tailors' shop, (average wages \$19).....	1
Number of students working as watchmen and janitors, (average wages \$14).....	20

During vacations many students go into the country and teach school, or engage in other labor, and are in this way able to pay back whatever sum has been advanced to them from the charity fund of the university.

JOHN A. COLE,
Financial Agent

MAY 10, 1870.

Number of pupils taught by students of Howard University in night schools, average attendance.....	325
Number of pupils in two schools at hospital.....	75
	400
	400

Statement of rents received by the Howard University up to June 1, 1870.

RENT OF LAND.	
Rent of sand-pit.....	\$875 00
Rent of park.....	122 00
	997 00
	997 00
RENT OF BUILDINGS.	
Ludwig & Roth, rent of house.....	\$50 00
D. B. Nichols, rent of house.....	160 00
W. F. Buscom, rent of house.....	629 99
A. L. Barber, rent of house.....	275 00
Houses on Delaware avenue.....	2,500 00
Freedmen's Bureau, rent of offices.....	1,600 00
Freedmen's Bureau, rent of hospital.....	2,500 00
Students, for rent of rooms in dormitory.....	175 75
	7,890 74
	7,890 74

These rents have not been used for any special purpose, but to pay the ordinary current expenses of the university.

GEO. W. BALLOCH, *Treasurer.*

By Mr. McNEELY :

Question. You are the financial agent of the university.—Answer. I am.

Q. This statement of the amount earned by the various students, does it indicate per month, or during what time?—A. Per month.

Q. This item, "Number of students whose bills are paid by parents or guardians, 235;" does it mean their entire bills for board, clothing, and tuition?—A. Yes, sir; everything.

Q. How do you get that information; do you yourself keep these books?—A. Not personally. The books are in my office.

Q. Do you yourself make the entries?—A. I make very few of them.

Q. How do you make this statement?—A. From the examination of the accounts.

Q. You have no personal knowledge on the subject, except as it is shown by the books.—A. I know that the students pay their bills.

Q. Do they pay immediately to you?—A. They pay in my office, to my clerk or to me.

Q. Is that where the accounts are settled?—A. Yes.

Q. You have charge of the accounts.—A. Yes.

Q. This statement does not show the amount for uniforms furnished to students by the university. Can you give me that amount?—A. I have not the figures.

Q. Here is the statement furnished by the treasurer: "Total amount advanced by treasurer to students on clothing account, \$1,584." What does that mean?—A. That is all for uniform—full suits of clothing.

Q. I see a statement here: "Number of students who support themselves wholly or in part, 155." How many students, if any, are among the number called "indigent students," who fail to support themselves, or pay their entire expenses?—A. That question I cannot answer, because we have no students whose bills are paid altogether by the institution. Every student pays what he can by his work. I cannot tell the number of students in arrears, without examining the books.

Q. This item: "Number of students who receive salaries, ranging from \$50 to \$100, as clerks, &c., 45." Does it mean per month?—A. Yes.

Q. Where are these clerks, &c., employed?—A. Some in the Freedmen's Bureau, some at the Treasury Department, some at the Patent Office, and, I think, some at the Capitol.

Q. I suppose they draw their own pay?—A. Yes, sir.

Q. I see an item: "Number of students teaching in normal school department, 12." Do they teach in the Howard University?—A. They teach in the preparatory part of it.

Q. On the university grounds?—A. Yes.

Q. This item: "Number of students working on farm and grounds, (from \$5 to \$15

per month,) 18." What does it mean?—A. It means that they work on the grounds connected with the university.

Q. And I suppose their wages are paid by the treasurer of the university.—A. Yes, sir.

Q. This carpenters' shop, blacksmiths' shop, shoemakers' shop, and tailors' shop, are they on the university grounds?—A. Yes, sir; they are the shops of the university.

Q. You have a building there containing these shops?—A. Yes, sir.

Q. Apart from the main building?—A. Yes.

Q. Whereabouts on the grounds of the university?—A. Directly east of the dormitory.

Q. Do you mean the dormitory in course of erection, or the one already completed?—

Mr. KERCHUM. The shops are the old building block sheds.

Mr. McNEELY (to witness:)

Q. Are they?—A. Yes.

Q. Were those sheds purchased by the university?—A. No, sir.

Q. Do they belong to the university now?—A. They do; part of them were on the property when it was purchased, and part of them have been built since.

Q. I see at the foot of this statement a note by you, stating that "During vacations many students go into the country and teach school, or engage in other labor, and are in this way able to pay back whatever sum has been advanced to them from the charity fund of the university." Do your books show that they have paid back all that they got from the university?—A. No, sir; they have not paid back all, but they have paid remarkably well.

Q. I see a statement here, furnished by the treasurer, General Balloch, stating the balance due from students as \$2,211 44; is that account on the books kept in your office?—A. It is taken from books in my office.

Q. What is meant by this charity fund?—A. It is the name that we give to funds used for the purpose of assisting students temporarily.

Q. What is the amount of that fund?—A. That I do not know.

Q. Does it not appear on your books?—A. It does not, except the amount that passes through my hands.

Mr. KERCHUM. That charity fund consists of gifts from individuals and Sunday-schools throughout the country.

Mr. McNEELY. It is in evidence here that a certain amount was handed over to the trustees of the university as a charity fund, and a portion of it invested in church bonds, the interest on these bonds to be expended in support of indigent students.

General HOWARD. That is true, but the great bulk of the fund consists of these receipts from the country.

Mr. McNEELY, (to witness:)

Q. There are certain church bonds now held by the trustees of the university, drawing interest.—A. Yes; that interest goes to make up that charity fund.

Q. Who paid the money for the Miller estate, and out of what fund was it paid?—A. It was paid by General Balloch, I understood from the educational fund of the bureau?

Q. This deed is made to you, as treasurer of the educational fund; did you pay over the money, or did General Balloch pay it?—A. I paid it; it was put into my hands; General Balloch paid a portion of it, and I paid the remainder.

Q. Was it in checks or in currency?—A. In checks.

Q. On what bank?—A. I do not know.

By Mr. KERCHUM:

Q. Were you at that time treasurer of what was called the "educational fund"?—A. I was.

Q. The bureau treasurer?—A. Yes, sir.

Q. On your receiving the money of which you speak, from General Balloch, did you take it up and put it to the credit of that educational fund, of which you were so treasurer?—A. I did not do that.

By Mr. McNEELY:

Q. Is this Miller tract inclosed, or are there any buildings on it?—A. There is one small shed upon it.

WASHINGTON, D. C., April 25, 1870.

RAEZA M. MANLY, sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in Richmond Virginia; I am superintendent of freedmen's schools for the State of Virginia.

Q. How long have you held that position?—A. I have discharged the duties of the office for nearly five years. A part of that time I have not been nominally superintendent.

Q. State to the committee the amount of your pay and emoluments.—A. The pay is \$175 per month; no emoluments.

Q. Are there any normal schools at Richmond under your charge?—A. Yes, sir.

Q. Did you receive at any time any bonds of the First Congregational church, or of the Howard University, as superintendent of those schools?—A. I received some bonds of the First Congregational church.*

Q. How many?—A. Ten bonds, of a thousand dollars each.

Q. Was that remitted to you as so much cash, or what?—A. It was in lieu of cash.

Q. Did you put it upon the market, or was it retained by you?—A. They were retained by the school. The school is an incorporated institution.

Q. State whether that is charged to you as so much cash, or not?—A. It was an investment upon the part of the school, or of myself as the representative of the corporation. An investment of cash coming to the school was made in those bonds.

Q. Did you make that transaction in person?—A. I did, here in Washington.

Q. From what source was that \$10,000 derived?—A. I understood it to be from the Barry farm.

Q. Upon whose order was it paid?—A. By General Howard's order.

Q. Did you not understand so from General Howard?—A. Yes, sir.

Q. State whether you recollect the circumstances connected with that investment; whether you were sent for to come here, or how you happened to make that investment?—A. I was sent for in the first place from General Howard's office. I am not sure whether the communication had his signature, or whether it came through General Brown, who was assistant commissioner at that time. I was informed that there was some money coming to the institution at Richmond from the Barry fund, I think, in the month of September, 1868, and was sent for by General Howard to receive the money. At that time a conversation occurred, in which he inquired if I would be willing to invest that sum in the bonds of the Congregational church. For certain reasons, we having already erected a school building, for which we needed this money, but did not know at the time that we could get it, we did not need this money for that purpose. We had no pressing need for it at that time, and therefore preferred to make an investment in some form.

Q. Have you any knowledge of the market price of those bonds?—A. No, sir; I have not.

Q. Do I understand you correctly, that General Howard advised this investment?—A. No, sir; he did not advise it.

Q. What did you say about the matter?—A. He inquired of me whether I, as the representative of the Richmond Educational Association, (which is the corporate name of the company,) would be willing, or would prefer, to invest in those bonds.

Q. Did you know anything about those bonds?—A. I made inquiries, both of him and of some other parties here, in regard to them, the basis on which they stood, &c., and satisfied myself that it was a safe and suitable investment.

Q. You say that normal school is incorporated; by whom is it incorporated?—A. By the circuit court of the city of Richmond, under the general statutes of the State. The statutes of Virginia provide that circuit courts may issue charters of incorporation.

Q. When was that charter passed?—A. I am not able to state the exact time; not a long time previous to the receipt of this money; probably one or two months before; I think in August or September, 1868.

Q. Is that institution in connection with the Freedmen's Bureau?—A. No, sir, except it has been aided by the Freedmen's Bureau. It has been conducted as all these schools are; it has been fostered and aided by the Freedmen's Bureau.

Q. You say this building had been previously erected; state whether any of the funds for its erection came from the Freedmen's Bureau.—A. One thousand dollars of it came from the Freedmen's Bureau, and the rest from the freedmen, from charitable associations, from charitable individuals, &c.

Q. Do you remember the cost of the building?—A. Not the exact amount. I think that the building, without the land and without furniture, cost about \$5,000; but with the land and furniture, about \$8,000.

Q. Are the bonds now held by the corporation, or under its authority, or by whom are they held?—A. By the corporation.

Q. At the time you made this investigation, did you ascertain how these bonds were

* (On reading over his testimony the witness desired to add to this answer the following:)

But not as superintendent of freedmen's schools for the State of Virginia, nor did I receipt for them as such, nor as an employe of the Freedmen's Bureau in any capacity; but as the secretary and agent of the Richmond Educational Association, an association incorporated under the laws of the State of Virginia.

secured?—A. Yes, sir; I made inquiries of parties in whom I confided, and became satisfied that the security was good.

Q. Do you recollect whether you received any information on that subject from General Howard?—A. I think I did.

Q. State what you learned from him on that subject.—A. I am unable to state very definitely. I think he made a statement in regard to the value of the church property. My impression is, that bonds were issued to the amount of \$40,000—I cannot swear to the exact sum—and that the property and building was estimated to be worth at least \$100,000. That is my recollection.

Q. Did you understand in what manner the bonds themselves were secured, whether by mortgage, deed of trust, or any other mode of security upon the property?—A. I do not now recollect what statement he made in regard to that, if any.

Q. Did you understand from General Howard whether the building was insured or not?—A. I do not recollect that I did.

Q. Or from any other source?—A. I do not now remember what was said in regard to the manner in which the bonds were secured. I have nothing but a general recollection that I became fully satisfied at the time that they were secured.

Q. From whom, besides General Howard, did you obtain information?—A. I conversed with a Mr. Alvord.

Q. What official relation had he?—A. He is general superintendent of the freedmen's schools. I do not remember now what other persons I conversed with. My impression is that I did converse with others upon the subject.

Q. Do you remember whether General Howard said anything to you about the value of those bonds, if they should be converted into money?—A. No, sir; I do not remember any representation in regard to their value in the market. I became satisfied that they would be paid at maturity, and I did not care to know their value on the market, because I designed to retain them until they should mature.

Q. Please fix the date, as well as you can recollect, of your transaction with those bonds?—A. My visit to Washington was in September, 1863; I do not remember the day of the month. I received the bonds, I think, on the 3d day of October, 1863.

Q. Did you receive them here, or in Richmond?—A. In Richmond.

Q. Who remitted them to you?—A. They were brought by an officer from General Howard's office, Lieutenant Sladen.

Q. Did you have any one here authorized to receive those bonds for you?—A. No, sir; they were to be sent to me. That was the arrangement.

Q. With whom was the arrangement made?—A. I am not certain; I think with General Howard.

Q. I understand that you are superintendent of the freedmen's schools in Richmond?—A. Yes, sir, for the State of Virginia.

Q. State how many clerks you employ, and what is their pay?—A. I employ two clerks at present, one at \$150 per month, the other at \$80.

Q. Do you employ any messenger?—A. There is an office boy, who is paid \$25 per month.

Q. Have you had any greater number of clerks within the last two years?—A. No, sir; it is less than two years since the bureau was closed up. There were more clerks in the bureau, which embraced other departments besides schools. General Brown was assistant commissioner, and he employed more clerks. I had no clerks myself at all previous to that. The bureau was closed in April, 1869.

Q. Do you know how many clerks were employed up to the 1st of April, 1869, and what their pay was?—A. I am unable to state.

Q. What has been your rent for the last two years?—A. I cannot state that exactly; it is about \$30 a month in our present building. The building we occupied previously was rented at a less rate. Our accounts are rendered into General Howard's office, and will show.

By Mr. Wood:

Q. What were your relations with the school representing which you received these bonds?—A. I am one of the board of directors of the school, and hold the position, under the authority of the directors, of special superintendent, aside from my general duties as superintendent of the bureau.

Q. Had you the charge of the financial affairs of the school?—A. Yes, sir—the entire charge.

Q. Had your school, as such, or did you, as officer and agent of the Freedmen's Bureau, preceding the receipt of these funds, make any application to the Freedmen's Bureau here for assistance?—A. Yes, sir.

Q. How long before?—A. The application was made before commencing to erect the building, and must have been early in 1867.

Q. To the best of your recollection, how long before the commencement of this building was your application made?—A. As I have said, it must have been made early in 1867. The bonds were received in the fall of 1863.

Q. And between the fore part of 1837 and October, 1838, did you in any way receive any direct aid or assistance from the Freedmen's Bureau?—A. Yes, sir; other assistance was received.

Q. How frequently did you receive pecuniary assistance for that particular school from the bureau in Washington?—A. I suppose three or four appropriations were made in the meantime.

Q. Received by you for that school?—A. Yes, sir.

Q. What was the aggregate of these appropriations?—A. They amounted to perhaps two-thirds of the entire cost of the building.

Q. Had you, within ten days or a fortnight preceding the receipt of those bonds, made application for more assistance?—A. I think not.

Q. Your building had been completed, occupied, and paid for?—A. Yes, sir.

Q. And the school not in debt?—A. No, sir.

Q. What was the origin of this application, or did you make no application for assistance?—A. I made no application for assistance in this particular form. I had often, in conversation and correspondence, expressed a wish to have more means with which to erect a better and more suitable building. We had not such a building as we wanted for a permanent normal and high school for the city of Richmond.'

Q. Have you since erected a larger building?—A. We are now about building; we have bought the land, and arrangements are being made for building.

Q. Did you come here personally to receive this contribution, at the time you received those bonds?—A. No, sir; I came at the instance of General Howard, to receive the sum that was understood to be coming for that institution from this Barry fund.

Q. You expected to receive that fund in securities or cash?—A. I expected it in cash.

Q. What reason was given for not permitting you to receive it in cash?—A. I was permitted to receive it. It was at my option to receive it in cash or otherwise.

Q. At whose instance were the character of the securities in which you invested, determined.—A. The whole arrangement of the funds of the institution was in my hands by vote of the directors; the investment was made at my own request.

Q. Why was it made?—A. Because we did not wish to use money at that time.

Q. You applied for it?—A. We applied for it to be used at a future time; if we had received any money we should still have invested it.

Q. At whose instance or suggestion did you make the change from cash to those First Congregational church bonds?—A. At the suggestion of General Howard; it was at my own instance.

Q. You have since done nothing toward the erection of this new building?—A. We have purchased material and purchased the lot.

Q. Out of what fund?—A. Partly out of this fund by the pledge of some of these bonds.

Q. Have you borrowed money on the bonds?—A. I have advanced money myself.

Q. How often was the interest on those bonds paid?—A. Annually.

Q. That has been paid?—A. Yes; that has been paid.

WASHINGTON, D. C., April 26, 1870.

RALZA M. MANLY.—Examination continued.

By Mr. BRADLEY :

Question. I understood you to say yesterday that you came to Washington with the expectation of receiving a sum of money from the Barry farm fund; is that correct?—Answer. Yes, sir.

Q. What was meant by the Barry farm fund?—A. I only know from hearsay.

Q. From whom was your information derived?—A. From various persons.

Q. From General Howard?—A. No, sir; it was a matter of talk in our office at Richmond; I was a subordinate there. General Brown was commissioner and I was under him, and I heard these matters talked over in our office.

The CHAIRMAN remarked that if it was a mere matter of hearsay he did not see the propriety of pursuing the examination further in that line.

Mr. BRADLEY, (to witness:)

Q. Did you have any conversation with General Howard in reference to the Barry farm fund?—A. No special conversation as I know of, except that I understood the source from which the money came; I learned that that was the source.

Q. Did I understand you to say that you had advanced money on the credit of those bonds for the purpose of purchasing material, or so forth?—A. I said that I had agreed at a meeting last Saturday night to advance \$700, not on the credit of those bonds particularly, but on the credit of the association. We have buildings and property. In

purchasing the building site we had the most of the money from the treasury, but lacked about \$700 of being able to complete the payment. The money has not yet been paid; the writings are not drawn; there was a little defect in the title, which needed to be cleared. But for that defect the writings would have been drawn last Saturday.

Q. When were the negotiations made?—A. Some two or three weeks ago. I was absent in the southwestern part of the State at the time.

Q. What is the amount of the material purchased?—A. A little more than \$5,000.

Q. And the cost of the lot.—A. Three thousand two hundred dollars.

Q. When was the material purchased?

Mr. HOAR. I do not see how the conduct of the gentleman in connection with the normal school has anything to do with the present investigation.

Mr. KETCHUM. I have thought it had nothing to do with it, but desired not to interpose any hindrance, in order that I may hereafter take the advantage which I have a right to claim under the rule of the law, to object.

Mr. BRADLEY. I propose to show that \$10,000 of bonds of this church, placed in the hands of the normal school at Richmond, is lying there not disposed of, and being far below par, cannot be disposed of; and to show other transactions of the same connection in support of the charge of extravagance and breach of trust.

Mr. HOAR. I suppose the fact that the money was disposed of to the normal school, is proper, and the further fact that the bonds were, or were not, at par value, and if Mr. Bradley proposes to show that the statement of the gentleman in regard to the practicability of having cash when he made this investment in the bonds is incorrect, I suppose he may do so, but I do not see that the question whether they are now lying idle, or were used, or have been used to buy land, is competent. The last questions seem to me entirely immaterial; they relate to the conduct of the normal school after receiving the money. General Howard's connection with the transaction terminated when the bonds were paid over.

By Mr. BRADLEY:

Q. Are you distributing this fund under the direction of General Howard?—A. I am not; but under the direction of the board of trustees of the Richmond Educational Association.

Q. Has General Howard any control over that board?—A. None at all, sir.

Q. It is, then, a private institution at this time; is it receiving any assistance from the Freedmen's Bureau?—A. It is.

Q. To what extent has it received such assistance during the past year?—A. I think within the year it has received \$500; I may not be exact in my recollection. I asked a sum of money for additional furniture; that took about \$300. Afterward about \$200 more were needed for gas-pipes.

Q. By whom are the salaries and the clerk hire paid?—A. My salary as superintendent of the schools is paid by government, and the clerk hire also.

Q. And the teachers—how are they paid?—A. They are paid by an association in Boston known as the New England Branch of the Freedmen's Union Commission.

Q. Then they receive no money directly from the Freedmen's Bureau?—A. No, sir; two of them received a small additional compensation from the treasury of the association; the compensation from the society was not quite adequate, and \$15 a month additional is paid them from the private funds of the school—not from the Freedmen's Bureau.

By Mr. KETCHUM:

Q. Did your board act upon the investment which you made in these bonds; did they ratify and approve it, or otherwise?—A. Yes, sir; they approved it.

Q. In regard to the clerks whom you employ, are they necessary for the services which you perform as superintendent?—A. They are, entirely.

Q. And their compensation—is that fit and proportioned, according to the current prices, to the services they perform, or otherwise?—A. I think it is about what it should be, taking into consideration the skill and experience of the parties. The chief clerk is a very experienced and skillful man; he has been in government offices seven or eight years.

By Mr. ROGERS:

Q. Are you now, or have you been any time, connected with the Freedmen's Bureau?—A. I have been connected with it since 1835, and am still connected with it.

Q. Was the school at Richmond out of debt at the time these bonds were taken by you?—A. Yes, sir.

Q. For what purpose was this school established—for the education of colored people alone, or both colored and white?—A. No distinction of color was intended. It was established for the education of refugees and freedmen.

Q. Who are now receiving the benefits of the institution, colored people alone, or white,

or both?—A. The pupils now are all nominally colored, but they do not all bear evidence of that fact in their appearance.

Q. At the time you took these bonds mentioned, had you any alternative between taking the bonds and the money; and if you preferred the bonds, did you take the security offered because it was the best security you could get?—A. If I understand your question, I will say that I felt entirely at liberty to take either the bonds or the money. I took the bonds because I preferred it as an investment, and still prefer to retain it as such, that we may have the money to be used when we can no longer call upon the Freedmen's Bureau. I purchased those bonds because they were suggested to me at the time, and on investigation I regarded them as being as good an investment as I could make with the money.

Q. And you took them because you wanted to make an investment, and considered them the best security you could find?—A. Yes, sir.

Q. Do I understand you to say that the money was tendered to you at the time?—A. Yes, sir.

Q. How much money have you received from the bureau?—A. I will say, that not knowing that I was to be called upon to testify, I have only a general recollection; my recollection is that up to the first completion of the building the amount received was in the neighborhood of eight or nine thousand dollars.

Q. You are clear that the money was tendered to you when you received the bonds?—A. It was.

Q. By whom?—A. By General Howard.

Q. I understood you to state yesterday that you were written to about this donation coming to the school, and that the letters were from the office of General Howard, if not from himself personally.—A. I do not think I stated that I was written to with reference to making this investment in those bonds. A telegram was sent to General Brown requesting him to send me to Washington. I had previously had some conversation with various officers of the bureau with reference to this fund. There may have been letters referring to the subject, but nothing addressed to me from General Howard's office.

Q. How did you first know there was any such fund?—A. It was the common talk, I recollect hearing it spoken about by some gentlemen from New York, and others; I cannot recollect particularly from whom I heard it; as I said before, it was common talk that there was such a fund, and that the school at Richmond was likely to be one of the schools to receive a portion of it.

Q. I would like to know what connection the gentlemen from New York had with that fund?—A. Nothing, sir.

Q. Then how came they to have anything to do with it?—A. I am sure they had nothing to do with it.

Q. You got your information from a gentleman from New York?—A. I do not know that I did. I heard, from conversations between various parties, that there was such a fund to be divided between the schools.

Q. How much was set apart for that Richmond school in particular?—A. I do not know whether that \$10,000 was designed as the whole or not.

Q. You had had something before?—A. Nothing out of *that fund* before.

Q. Then how did the information reach you that your school could have money from that fund, if it did not reach you from the New York man, nor from General Howard?—A. I suppose it was a matter known among the officers of the bureau, and by assistant commissioner, General Brown. I am sure I cannot say when or how I first learned the fact.

Q. Then you came here without any knowledge that you could have that \$10,000?—A. I do not know any particular thing that I was sent for.

Q. I understood you to say that this money was tendered to you; by whom was it tendered?—A. By General Howard.

Q. And you preferred the bonds?—A. Yes, sir.

Q. As being, in your judgment, such securities as you wanted?—A. Yes, sir.

Q. Did you know the market value of these bonds?—A. I did not, sir; I did not suppose that the bonds were in the market. If I can be permitted, I would like the liberty to add a remark here. Yesterday I spoke of having consulted with other parties than I then mentioned with regard to the value of these bonds. I remember now that one of those parties was Mr. D. L. Eaton, actuary of the National Freedmen's Savings and Trust Company. I would also add that I went to look at the building itself—the church edifice.

Q. I ask you, now, if you examined the securities and the property, and the title to the property, and investigated to see whether there were no prior liens upon it, and upon such examination came to the conclusion that enough was left over and above such liens to secure you beyond all peradventure?—A. I did not examine with regard to the title; I took the testimony of these gentlemen, in whom I had confidence.

Q. And you know nothing further than what they told you?—A. Nothing further, sir.

By the CHAIRMAN :

Q. How long has the present school been in existence ?—A. It was opened on the 1st of October, 1867.

Q. What has been the number of pupils, wholly or partially educated ?—A. The first year there were between sixty-five and seventy; the second year about eighty were in attendance; this year, ninety-six.

Q. To what extent are they being educated ?—A. It is a normal and high school.

Q. By a normal school you mean a school for training teachers ?—A. Yes, sir. The school also serves the purpose of a high school for the city of Richmond.

Q. How many teachers has the school ?—A. There are three entirely engaged in teaching, and a fourth whose time is partially occupied.

Q. By whom are these teachers supported ?—A. Mainly, as I have said, by the New England branch of the Freedmen's Union Commission, an association in Boston.

Q. What amount, annually, is devoted to the salaries of those teachers ?—A. The principal teacher is allowed \$700; the others—

Q. Never mind answering in detail; give the aggregate, as near as you can.—A. Well, I should say fifteen or sixteen hundred dollars would be the aggregate salaries of the teachers.

Q. That sum is contributed by charitable persons in New England ?—A. Yes, sir.

Q. Voluntarily ?—A. Yes, sir.

Q. Annually ?—A. Yes, sir. It has had a little assistance from the Peabody fund—\$300 per annum—to meet the expenses for fuel, lights, care of building, &c. There have also been some appropriations from the city of Richmond.

Q. How much ?—A. There was an appropriation last year of \$600 from the common council of the city.

Q. Have you ever had any experience as a teacher, or have you observed the manner of conducting educational institutions ?—A. I have been a teacher all my life, sir.

Q. Where ?—A. In Vermont and New Hampshire.

Q. What has been the success of this institution in the education of pupils ?—A. It has had first-class success; several of its pupils are now very successful teachers, some in the city of Richmond and others in other places.

By Mr. TOWNSEND :

Q. Are any of them now engaged in the ministry ?—A. I think not.

By Mr. MCNEELY :

Q. Who has the power to appoint you to and to remove you from your position as superintendent ?—A. General Howard.

Q. To whom do you report ?—A. General Howard.

Q. I understood you to say yesterday that you never had any of the \$10,000 actually in your possession in the shape of cash ?—A. No, sir.

Q. But received the bonds directly ?—A. Yes, sir.

Q. In whose name were those bonds issued, and to whom were they payable ?—A. I think, to me. I remember distinctly that the interest is payable to me. The president, secretary, and treasurer of the school receipted for the bonds as money.

Q. For what purpose is the interest being expended ?—A. To defray the current expenses of the school.

Q. The salaries of the teachers, &c. ?—A. No, sir; only to a slight extent; as I have said, they received but a very small sum this year in addition to the salaries, which are provided for from another source.

Q. Are we to understand from that that a portion of the interest has been used for the payment of teachers ?—A. The interest has gone into the treasury.

Q. That fact, I suppose, you reported, with other matters, to General Howard ?—A. Yes, sir. My reports are made on forms that are furnished; they may not embrace all such particulars.

Q. You reported nothing of the expenditure of this fund to General Howard ?—A. No, sir.

Q. For what purpose did he give you this \$10,000 ?—A. For no expressed purpose; it was understood—

Q. Never mind, now, what was understood; what was said ?—A. It was said it was to be for a school.

Q. And you say that the building had been erected, paid for, and that you were out of debt ?—A. Yes, sir.

Q. What did he say it was to be used for ?—A. He did not say.

Q. What did you ask him it was paid you for ?—A. I did not ask.

Q. How came he to give it you, if you had not asked ?—A. I cannot say how he came to give it to me.

Q. You said you had the entire control over all the financial affairs of this school, and had the management of this \$10,000 of funds ?—A. Yes, sir.

Q. Did you make a formal written report of your transactions in regard to those bonds to the board of trustees of that school?—A. I did not.

Q. Does that board of trustees keep a journal of its proceedings?—A. Yes, sir.

Q. And a record of the report is made as financial agent properly on that journal?—

A. I presume the journal contains a statement of my verbal report of this transaction.

Q. Who has possession personally of those bonds?—A. The treasurer.

Q. Who is he?—A. Samuel Ruth.

Q. Is he connected with the Freedmen's Bureau?—A. He is not.

Q. You said yesterday that you came to get these bonds at the instance of General Howard; were you directed to come by letter, or by telegram?—A. I did not say that I came to get the bonds at General Howard's instance.

[A quotation from the witness's evidence on the preceding day was here read.]

WITNESS. I agree with it, sir; "I came to receive a sum"—not to receive bonds.

Q. You were telegraphed to?—A. A telegram was addressed to General O. Brown, assistant commissioner. I was subordinate to him.

Q. Since then you have succeeded to his place?—A. No, sir. The other portions of the bureau have been discontinued, except the educational department.

Q. You had control of the educational department?—A. Yes, sir, subordinate to General Brown.

By Mr. ROGERS:

Q. You state that the interest upon those bonds is payable to yourself?—A. Yes, sir; it is so indorsed on the back of the bonds.

Q. Are the bonds payable to you?—A. I cannot say whether the bonds, on the face, are made payable to me or not; I do not recollect the exact terms of the bonds. I am sure that on their back, the blank, directing to whom the interest shall be paid, is filled in with my name; besides, I know I received and receipted for the interest when it was paid, last October.

Q. You have not got a bond with you?—A. No, sir.

By the CHAIRMAN:

Q. Is there more than one normal school in Richmond under your charge?—A. No, sir.

Q. Is there more than one building for that purpose?—A. No, sir.

Q. Will you explain what necessity existed for the building now in process of erection?—A. The building originally erected was too small for the wants of a city like Richmond, and was improperly located. The cause of this was the want of sufficient means to purchase such a lot and erect such a building as we desired. We contemplated making that serve, however, until we could do better, and then sell it—perhaps to the city of Richmond for a ward school—and use the proceeds in building up and strengthening the institution we now propose.

Q. Do you remember the cost of the first building?—A. The cost, including the grounds and the furniture, was about \$3,000.

Q. What do you expect to be the cost of the building now in process of erection?—A. About \$15,000.

Q. Including the land?—A. No, sir; the land will cost \$3,200.

Q. The building, alone, you think, will cost \$15,000?—A. It may cost more than that before it is entirely finished.

Q. Is so large an outlay necessary for the wants of Richmond, in your judgment?—

A. I think so, sir; Richmond is a city of seventy thousand inhabitants.

By Mr. TYNER:

Q. You spoke about a conversation with a gentleman from New York in regard to the fact that a portion of the proceeds of the Barry farm were to be devoted for the benefit of schools; can you state about what time that conversation was held?—A. Not very nearly; I know it was a few months before the receipt of this fund.

Q. And that was received in October, 1863?—A. Yes, sir.

Q. How long was it before that time?—A. I am not able to say; a few-months, to the best of my recollection.

Q. Do you want the committee to understand that the first knowledge you had of this fund was derived from the conversation of this New York gentleman?—A. Not at all, sir; I merely mentioned him as *one* of the parties whom I had heard speaking with regard to it.

Q. From whom, then, did you receive your first information?—A. I think my first knowledge of it was derived from the assistant commissioner.

Q. Is it not alluded to in the annual report?—A. It may be; I do not recollect about that.

Q. Do you not recollect that a special order was issued from the Freedmen's Bureau, announcing that a sum had been derived from the sale of the Barry farm, which sum would be passed over to certain trustees, to be held in trust for the benefit of three

normal collegiate institutions, of which this was one?—A. I remember that an order was issued to that effect.

Q. Do you remember the date of that order, or the number?—A. No, sir; the number and date I do not recollect.

Q. Was it before or after that conversation with the New York gentleman?—A. Oh! before, sir.

By Mr. McNEELY:

Q. Did you have any assistance in buying the land and building the school-house from any one else than the Commissioner of freedmen's affairs?—A. Yes, sir.

Q. How much?—A. For the building, \$2,500 was furnished by an association in New York; and a good deal of labor was contributed by freedmen living there. This \$2,500 contributed by the New York association was afterward refunded to them by the bureau; so the expense, except so far as the freedmen's labor is concerned, and various other contributions of material to the building itself—for instance, the doors, contributed entirely by the colored men in New York, and some other such contributions—

Q. Counting labor and all, how much has been contributed outside of the Freedmen's Bureau?—A. Perhaps a thousand dollars.

Q. That is, the Freedmen's Bureau has built and furnished the building, with the exception of a thousand dollars?—A. Yes, sir.

Q. And the twenty-five hundred contributed by an association?—A. That was afterward refunded to the association.

WASHINGTON, D. C., June 3, 1870.

J. HARRY THOMPSON sworn and examined.

By Mr. WOOD:

Question. State your age and residence.—Answer. I am thirty years of age; I reside at 1324 Massachusetts avenue, in this city.

Q. You are a physician, I believe?—A. I am, sir.

Q. Have you sold any real estate in Washington City to General O. O. Howard, within the past three years; if so, when?—A. Yes, sir; I negotiated with General Howard for the purchase of square 1025, in this city—the property belonging to another party. That was from two years to thirty months since.

Q. Was that property finally purchased by General Howard?—A. It was. The sale was at first made to General Howard and myself jointly; but when the deed was made out, it was made directly to General Howard.

Q. Did you have any conversation with General Howard, personally, with reference to that sale?—A. I did, sir.

Q. Had you any interest in that land?—A. I had purchased two lots in that square prior to the sale to General Howard, and that made me acquainted with the land.

Q. Please state to the committee what conversation took place between yourself and General Howard as to that purchase for him, for what purpose he desired the land, and whether he stated to you that he wished to purchase it for himself personally, or in his official capacity.—A. To the best of my recollection, about that time the general stated that he was looking up some place upon which to locate some of the freedmen who would be compelled to remove from the places they then occupied—government barracks, I think. I knew of this ground, which was for sale remarkably cheap, and I invited the general to ride out with me some time and see it. The result was the purchase of the square from Frank Jones, who was trustee for Moses Kelley and Alexander R. Shepherd.

Q. When he spoke of purchasing this property, did he speak of it as a purchase for his own benefit, or for public purposes?—A. I understood for public purposes; to be converted into houses for freedmen.

Q. What price was he to give you?—A. I think about \$10,000 for the square. That was about the rate of five cents per foot, to the best of my recollection.

Q. Are you familiar with that piece of ground?—A. Yes, sir.

Q. Can you tell what improvements, grading or anything else, were made in connection with that piece of ground after it was sold to him?—A. Some very extensive improvements were made, sir; the grading down of a large portion of it, and the carrying over of Virginia avenue across a big gully.

Q. To what extent, if any, did these improvements increase the value of the property?—A. It increased it very much; making the property worth probably three times what it was when he purchased it.

Q. Did you, at any time while those improvements were in progress, visit that land?—A. No, sir. I drove by it repeatedly on my way to the Insane Asylum.

Q. Did you see men at work there?—A. I did.

Q. What kind or class of men?—A. I did not notice particularly, but I think they were colored men.

Q. Are you familiar with these people, the colored men of Washington, so that you could designate the class of colored men?—A. No, sir. The fact is, I see very little difference in them, any way.

Q. My question was directed to the point whether these were men who had previously been slaves?—A. I was not within two or three hundred yards of them, sir.

Q. Do you know what disposition was subsequently made of this land?—A. Not of my own knowledge.

Q. Did you ever effect another sale of property, or the sale of any other property to General Howard?—A. I owned jointly with Moses Kelley, Alexander R. Shepherd, and Mr. Smith, squares 1054 and 1055, which were sold to General Howard.

Q. Where is that located?—A. East of the Capitol, near where Lincoln Hospital used to be.

Q. I asked you whether you aided in the sale or the negotiation to General Howard of any other land, and you mentioned these blocks without stating whether or not you aided in the sale of them to General Howard or the negotiations which led to such sale?—A. I had some conversation with General Howard in regard to the purchase of the land. I hardly know whether it could be properly be called "negotiations" or not.

Q. What was the purport of that conversation?—A. I do not know that I can recollect. I know the general stated that he found square 1025 was not appropriate for the purpose for which he had intended it, and that he wanted this in order to put up upon a number of houses for the benefit of the houseless colored men.

Q. What was the time of this transaction?—A. A few months after the other. I did not charge my memory with the dates.

Q. What was the amount of purchase money for these two blocks?—A. Twenty-five thousand dollars.

Q. Was that paid in cash, or what were the terms of sale?—A. It was all paid in cash.

Q. What were the terms of sale of square 1025?—A. I believe \$2,000 in cash, and the rest in deferred payments.

Q. Have those deferred payments been made?—A. I believe so, sir.

Q. Made by General Howard, or by whom?—A. I do not know of my own knowledge.

Q. What do you know in relation to the matter?—A. When the general purchased the land he told me that he had not enough money to pay the cash payment that was demanded of \$2,000. To the best of my recollection he told me that he had \$1,000, which had been sent him by a gentleman in New York for a specific purpose; that he had written to that gentleman and had received permission to use that money for this purpose; but this amounted to but \$1,000, while the cash payment demanded was \$2,000; so I lent the general the other \$1,000.

Q. And the other \$8,000, when was that to be paid?—A. I forget whether in six, twelve, and eighteen months, or in one, two, or three years.

Q. To whom was the deed made?—A. The deed was made directly to General Howard.

Q. In his official capacity?—A. I am not certain; I think directly to him individually.

Q. Can you recollect who paid those deferred payments?—A. The notes went to Mr. Kelley, and the pay was divided up among the owners of the land.

Q. Who paid that \$25,000, all cash, for square 1054 and square 1055?—A. That was paid to Mr. Kelley. I cannot say who paid it.

Q. Then you have no knowledge as to the purchasing of money in that transaction?—A. No, sir. All I know is that I received intimation from Mr. Kelley that he had received \$25,000, and that he paid over to me in cash my share of the proceeds.

Q. Were you present or do you know anything more, of your own knowledge, than you have already stated as to the time and place and manner of paying that first \$2,000?—A. General Howard went with me to the headquarters of the Freedmen's Saving Bank, and drew from that bank \$1,000, which he handed me. I took that and \$1,000 more which I drew out of the bank myself and paid over to Mr. Kelley as a cash payment. That is all I know about it. The notes went to Mr. Kelley and were by him disposed of.

By Mr. KETCHUM:

Q. Is there any road by which a man can drive from the Capitol to square 1025?—A. Yes, sir.

Q. Is it Virginia avenue?—A. Yes, sir.

Q. You say that square 1025 has considerably increased in value. State its present worth per foot, in your opinion?—A. Real estate is a little depressed now; but I think, notwithstanding the present depressed condition of that species of property, that square 1025 would be worth from 15 to 18 cents a foot.

Q. Do you know the price of lands adjoining it—for instance, the price of lands on the next street toward the Capitol?—A. Yes, sir.

Q. What are they worth?—A. Some of the lands sold there at auction recently for 25 cents a foot, and the owner refuses 35 now.

Q. And how much per foot did you say General Howard paid for square 1025?—A. It cost about \$10,000, I think, and that would make it about 5 cents per foot, to the best of my recollection.

Q. Do you know the extent of the square—how many square feet it contains?—A. I do not, sir.

By Mr. TOWNSEND:

Q. How do you arrive at the gross value of the land if you do not know its contents?—A. Well, if it was worth \$10,000 then, I deem it cheap at from \$30,000 to \$35,000 now.

WASHINGTON, D. C., May 5, 1870.

JOSEPH A. SLADEN sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I am first lieutenant of infantry and captain by brevet in the army; I am stationed at Washington; I am an aid to General Howard.

Q. Have you any official connection with the Freedmen's Bureau?—A. I am an aide-camp of General Howard.

Q. State whether you were present at any time when certain bonds of the Congregational church were negotiated, or the money paid for them by a check at General Howard's office.—A. I was not present when they were negotiated for. I filled up the bonds myself, I believe; I knew when they were filled up, at any rate, and I think I filled them up. I had charge of most of the matter at that time, by the general's direction.

Q. Of the bonds of the Congregational church?—A. Yes. And I think that a good deal of money came into my hands from the sale of those bonds.

Q. Do you recollect a transaction in which the sum of \$18,500, or \$19,500 was paid to the committee of the church; and at the same time \$6,000 was paid to some other person from those bonds?—A. I think I was not in the city at a time when there were so many bonds sold at once; I do not think that I filled out the bonds; I recollect that the margin from which the bonds were detached was in some other handwriting than my own. I think I was not in the city when there were so many bonds negotiated at once. At any rate, I am very certain that I was not present when they were sold, or when any payment was made for them.

Q. Do you recollect any payments made to Mr. Rumsey?—A. I know that payments were made to Mr. Rumsey constantly from week to week.

Q. I mean payments for the Congregational church bonds?—A. I do not understand your question exactly.

Q. Were you present at any time when any money was paid over to Mr. Rumsey, or to the committee of the church for the bonds of the church?—A. I do not see how money could be paid to Mr. Rumsey for bonds of the church. They were in the hands of General Howard to be sold.

Q. Do I understand you correctly to say that the bonds were in the hands of General Howard to be sold? If so, state what you know of any negotiations for those bonds.—A. The bonds were in the hands of General Howard as the treasurer of the building fund, and they were sold by him from time to time as long as he was treasurer. In fact, I think that nearly all of the bonds were sold; and I was present at a great many of those transactions.

Q. Do you know of any money being paid by General Balloch on his check for those bonds?—A. I do not.

Q. Do you know out of what funds the bonds were paid for?—A. Out of the private funds of the individuals who purchased them, I suppose.

Q. Do you recollect the date of this transaction, amounting to \$18,500 or \$19,500?—A. I am not perfectly certain as to the date, but I recollect returning to the city about that time, (in 1867,) and on looking over the books which I ordinarily kept, found that a large number of bonds had been cut out, and the margin filled in, in a different handwriting. I am not perfectly certain as to the time that I was absent from the city.

Q. Had you any other duty to discharge in connection with that church, except the filling up of the bonds?—A. I think that so long as General Howard was treasurer of the building fund I did almost all the writing in regard to the drafts on the fund and the receipts for the money that came in.

Q. Have you any knowledge or recollection of having carried a deed to Raleigh, North Carolina, executed by General Howard, for certain lands in this city?—A. I went

to North Carolina in connection with that matter, but I am not perfectly certain that I carried any deed there; and I am rather inclined to think that I did not.

Q. State your connection with it.—A. I was sent to North Carolina at that time to carry a sum of money, and to have an understanding with Mr. J. Brinton Smith, who was at the head of a school there, with reference to the land that was to be transferred to him.

Q. What was his position?—A. He was at the head of the colored school there—the Saint Augustine Normal Institute of Raleigh, North Carolina.

Q. State at whose instructions you went, and what passed.—A. I went under the instructions of the Commissioner of the Bureau, General Howard, and I met Mr. Smith and Mr. Battle there. I explained to them how this land came to be transferred to them instead of being used for the purpose for which it was originally purchased. My information was, that the land had been bought with a view to colonizing it in connection with the Barry farm, or after the manner of the Barry farm; but the Commissioner had decided that it was best not to carry out that plan within the city limits, and so had concluded to deed the land to that institution. If I carried the deed I got a receipt for it; but I am inclined to think that I did not carry the deed. I am not positive on that point.

Q. Do you know what land it was?—A. It was a portion of square 1025 in this city.

Q. Is it within your knowledge whether or not that was the square—that was cut down and graded under General Howard's direction?—A. That is the square, or a portion of the same square, not the whole of it.

Q. Do you know whether that school in North Carolina paid anything for the land?—A. I do not.

Q. Give us the date of that transaction?—A. I cannot do it from memory; I can tell from the order under which I went there, and which I have in my office.

Q. In what year was it?—A. It was in 1838, I believe, in the latter part of 1838.

Q. Do you know anything of the size of that school—how large it is?—A. I do not. I carried the check and took their receipts for it.

Q. Do you recollect the amount of the check?—A. I think it was over \$2,000, but I am unable to give the amount.

Q. By whom was the check drawn?—A. By General Balloch.

Q. On what?—A. On the treasury, I suppose, or some branch of it.

Q. Were your instructions in writing?—A. They were not.

Q. In connection with what General Howard stated as to the purchase, which you were instructed to explain to Mr. Smith, was anything said by him as to establishing a manufactory on that square?—A. If there was anything said on that point it has gone entirely out of my memory; I have not the slightest recollection of anything of that kind.

Q. Do you not recollect his saying anything about his desire to establish a manufactory on that square?—A. I do not.

The witness was instructed to examine whether he had a receipt for the deed that was left with Mr. Smith; and if so, to send a copy to the chairman of the committee.

WITNESS. The receipt is not in my hands. I can, however, get to see it.

Q. In whose possession would it be?—A. It would be in the possession of Mr. Cole, who is the agent of the Barry Farm fund.

Q. What connection had this business with the Barry Farm fund?—A. I think that the land was paid for out of the Barry Farm fund.

Q. Who can tell us how much was paid for that farm? Where can we get that information?—A. Mr. Cole can give it.

By Mr. KETCHUM:

Q. Do you know whether that school at Raleigh was incorporated?—A. I think my receipts which I got on that occasion show that it was an incorporated institution. I think they were obliged to bring proof of that fact. The receipts in Mr. Cole's hands probably show that; but the impression was that they were obliged to show that it was an incorporated institution; I am very sure of that.

Q. You speak of that being square 1025 which was cut down and graded. Was that cutting down and grading subsequent to the time of your going South?—A. Yes, sir, it was.

Q. Was it subsequent to the time when it became the property of that school?—A. Many months afterward.

Q. Do you know with what money that square 1025 was originally purchased?—A. It was originally purchased partly by the trust fund, sent here I think by the agent of the Freedmen's Union Commission at New York, Mr. McKim. I recollect the correspondence on the subject, and know that the original purchase was made partly with the same money sent by Mr. McKim.

By Mr. BRADLEY:

Q. How much money was sent by Mr. McKim?—A. I am unable to state the amount; I have not the slightest idea of it.

Q. Do you know the cost of the square?—A. I do not.

Q. Do you know to whom it was conveyed?—A. I do not.

Q. Do you know whether a deed of trust was given on it for the purchase-money?—A. I do not. I know nothing about the negotiations.

Q. What knowledge have you, and how do you derive your knowledge, of the fact that this was money that was sent on by Mr. McKim?—A. Because I have charge of the correspondence in which these letters appear.

By Mr. KETCHUM:

Q. Do you know of one of those letters referring to the subject of borrowing money of the savings bank?—A. I have but a bare recollection of the subject mentioned in the letters.

Q. Do you know of money being so borrowed, or do you know of anything on the subject?—A. I know nothing on the subject.

By the CHAIRMAN:

Q. Did I understand you to say that the land transferred to this normal school, in North Carolina, was square 1,025?—A. It was a portion of that square, 1,025.

Q. I did not understand clearly your answer in reference to carrying this deed to North Carolina. Did you carry such a deed to North Carolina?—A. I am not certain whether I carried the deed or not. I can tell from the receipts on file with Mr. Cole whether I did or did not. I am inclined to think that I did not carry the deed, but I think it was sent afterwards.

Q. When was this school at Raleigh incorporated, and by whom?—A. I am unable to say.

Q. Do you know the number of pupils in attendance?—A. I do not.

Q. Is that number shown in any records in your office?

General HOWARD stated that there were in the office monthly records of the number of pupils.

By Mr. ROGERS:

Q. To whom does this Raleigh school belong?—A. It is carried on by the Episcopal Church. I do not know to whom it belongs. It is carried on, I think, under the charge of a board of trustees.

Q. What is the extent of the school?—A. I do not know. I have not visited the school. I do not think that I have seen the building.

Q. What connection has the Freedmen's Bureau with it?—A. I am unable to say.

Q. Is it a school without distinction of race or color, or is it for colored persons only?—A. I think it is without distinction. I think that Mr. Smith informed me that they had both colored and white in the school.

Q. You say you went down there to take some money, and also to see about some land? I did not understand your statement exactly.—A. I went to explain to Mr. Smith, the head, and Mr. Battle, the treasurer, of the school there, how it happened that General Howard was transferring this land to them.

Q. Out of what fund did you state that this land was given?—A. I said I believed it was from the fund known as the Barry Farm fund. I think the fund from which the land was paid for was the amount accrued from the sale of farms on the Barry farm estate.

Q. Was this money received for the government from the Barry farm?—A. The fund that had been received from the sales of the Barry farm was held, as I understood it, subject to the order of the trustees of that fund. Whether it is regarded as government money or not I cannot say.

Q. Do you know with what money this Barry farm was paid for?—A. I do not.

Q. State specifically what was this mission of yours to North Carolina, and what the result was?—A. I know that that school had been asking for an appropriation of money from the bureau, and instead of its being given money directly, it was given this land; and my mission was to explain why the land was given instead of money.

Q. Well, why was it that the land was given instead of money?—A. I do not think that I was given the reason why. I was sent to explain the fact why General Howard did not carry out the original plan for that land, and what his object was in disposing of it in this way. The land was supposed to be increasing in value, and it was thought that it would be the means of income to that school.

Q. General Howard's original plans not being carried out, I want to know what those plans were, and how you came to go to North Carolina on a mission of that sort to explain something which they did not seem to understand.

WITNESS. You want me to explain what the original plan was?

Mr. ROGERS. And how it happened that you went down there to explain, and what you did explain?

A. The original plan, as I understood it from General Howard, and as I explained to Mr. Smith and Mr. Battle, was, that this square, 1,025, was to be cut up into small lots and sold to freedmen on long time, in order to enable them to get homes, just as had

been done with the Barry farm; but General Howard concluded that it was best not to start a colony of that kind within the city limits, and therefore it was desirable to dispose of the land in some other way; so, instead of giving this school money, he gave the land, which was an equivalent, and which would be constantly increasing in value.

Q. State whether you are connected with the government in any other official capacity than as you have stated?—A. That is all.

Q. Are any members of your family connected with the government as employes?—A. No, sir.

Q. Are any members of your family on the government pay-rolls?—A. No, sir.

Q. In any branch of the government service?—A. No, sir; so far as I know.

WASHINGTON, D. C., May 6, 1870.

JOSEPH A. SLADEN came before the committee to correct part of his testimony. He said:

In answer to a question yesterday, I stated that no member of my family is on the government pay-rolls; that was simply correct, but I felt, after I left here, that I had evaded the spirit of the inquiry, and, therefore, I came here to set myself right. My wife has been on the rolls, and has been doing work under my direction. She was on the rolls up to the 1st of April last, but did work last month and was paid on vouchers. I gave orders on the 1st of April to have her name dropped from the rolls, inasmuch as the work she was doing was about finished.

By the CHAIRMAN:

Question. How was your wife employed?—Answer. In copying letters. She performed good hard labor as a copyist.

Q. Was she employed in any other way?—A. At one time, when I had no clerk, she did my briefing, and she has done a good deal of indexing; clerical labor entirely.

By Mr. BRADLEY:

Q. Do I understand that she is on the roll of officers of the Freedmen's Bureau?—A. Not now. She has been. She was on the rolls till the 1st of April; since then she has been paid on vouchers.

Q. For services actually rendered during the month?—A. Yes, sir.

Q. Is she still employed there?—A. No, sir; she is not.

Mr. KETCHUM introduced in evidence copies of the correspondence referred to in Mr. Sladen's testimony:

"NEW YORK CITY, October 4, 1866.

"MY DEAR SIR: This commission has received £100 from England, (at present about \$1,000 in our currency,) to be expended, in the purchase of homesteads for the freedmen, under the homestead law. At our meeting next week in Baltimore our board will determine in what way or through what channel they will apply this money to its purpose; meanwhile, allow me to ask for counsel in the matter. Perhaps the bureau, through Mr. Alvord and the Trust Company, could make a judicious expenditure of it.

"A line in reply will oblige, yours truly,

"J. M. MCKIM,

"Corresponding Secretary A. F. U. C.

"Major General O. O. HOWARD,
"Bureau of Freedmen, &c."

"WAR DEPARTMENT,
"BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, July 8, 1867.

"DEAR SIR: To remind you of a letter you wrote to me November 27, 1861, I inclose a copy. In accordance with your last paragraph, I think now I can invest \$1,072 83 greatly to the advantage of the freedmen in this District—borrowing the money and refunding it again to the Freedmen's Savings Bank for future use as soon as possible. I can purchase an available square or half square on Capitol Hill at a cheap rate, and allow the freedmen to pay for lots by monthly installments not exceeding the amount any of them now have to pay for rent. By a slight advance in the price, to cover ex-

penses and risk, the thousand and odd dollars may become an active fund, aiding the poor freedmen.

"But the object subserves another purpose. It demonstrates to other people the practicability of selling the freedmen land in the manner in which I have heretofore explained to you.

"I did promise this amount to aid the colony in Arkansas; but as the agent has never called for it, I have concluded to use it in this other way, providing you shall sanction such investment.

"Very truly, yours,

"O. O. HOWARD,
"Major General, Commissioner.

"Rev. J. M. McKIM,
"No. 76 John Street, New York City."

"NEW YORK, July 9, 1867.

"MY DEAR SIR: In reply to your favor of the 8th, I have to say, after consultation here, that your plan of using, temporarily, that \$1,072 83 seems excellent, and meets our hearty approval.

"Yours truly,

"J. M. McKIM,
"Corresponding Secretary A. F. U. C.

"Major General O. O. HOWARD,
"Washington, D. C."

WASHINGTON, D. C., May 10, 1870.

Rev. J. BRINTON SMITH sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in Raleigh, North Carolina; I am a clergyman of the Protestant Episcopal Church.

Q. Have you any connection there with the school known as the St. Augustine Normal School?—A. Yes, sir.

Q. State what your relation to that school is.—A. I am the principal.

Q. State what was the origin of that school, and whether it received any benefit from the Freedmen's Bureau.—A. I was secretary of the Board of Missions of the Protestant Church for Freedmen, which conducted the work among the freedmen for two years. In that position I saw the need of a normal school—a school for the education of colored teachers. I solicited funds for the endowment of a school in case we should establish it, and I succeeded in raising some money. I then came on to Washington to see General Howard, and to express to him my views, and consult with him in reference to such school. He told me that he was very glad to hear that we proposed to establish such a school; and that if we did establish it in North Carolina, where the ground was not then occupied, he would give \$5,000 toward it. I went South, to various points in North Carolina, and finally determined to locate the school at Raleigh. I then returned to Washington, and told General Howard that I had concluded to locate the school at Raleigh. He then said: "I will do better for you than I promised."

Q. Was he speaking then in his private capacity, or as Commissioner of the bureau?—A. He was speaking as Commissioner of the bureau. He said: "There is a fund which has been appropriated for the endowment of three normal schools; one in the District of Columbia, one in Virginia, and one in North Carolina. You shall have your share of that fund, whatever it may be." I returned to New York. The committee there directed me to go to North Carolina and consult with the bishop of the diocese with reference to the trustees for such an institution. I will here remark that in the Episcopal Church there are certain laws which require that institutions in the diocese of a bishop shall be under his control, and that no person outside can work such institutions. I visited the bishop. He was on a visitation, and I went to the western part of the State and met him. We consulted in reference to the board of trustees, and he selected certain prominent gentlemen in the State who were known to be favorable to the freedmen, and who were interested in the freedmen. Such men as Kemp P. Battle, treasurer; John Cox, who is now the solicitor for the judicial district in which Raleigh is situated; Dr. Mason, the rector of the church at Raleigh; Rev. Dr. Smedes, who is in charge of the female seminary at Raleigh; and Mr. Forbes, who had established two schools for colored people. I mention these names to show the character of the board of trustees, and to show that they were selected with reference to their known friendship to the freedmen, and to their position as men of high-toned character in

North Carolina. I returned to Washington and submitted the charter of the institution and the names of the trustees to General Howard. There were some changes made at his suggestion. One that I remember was this: the charter provided that vacancies in the board of trustees were to be filled by the convention of the Protestant Episcopal Church of North Carolina. General Howard objected to that, and objected to having the Protestant Episcopal Church in it at all. That provision was struck out, and the board of trustees was allowed to fill vacancies by election. I then resigned my position as secretary of the Board of Missions at New York, having been elected by the board of trustees as principal of that institute, and I went down there. General Howard gave us \$5,000 immediately. That was in 1867.

Q. Do you recollect the date?—A. No, sir; but I should think it was in July or August. The treasurer was absent when I left home, and I could not see him in order to get dates.

Q. What next passed?—A. We opened the school at once in the fall of 1867, on the State fair grounds, and we commenced our work on the school building on land which we bought within half a mile of the city of Raleigh, one portion of it lying within two hundred yards of the city. We purchased one hundred acres of land at \$2,000, and proposed to erect a normal school building there. I came on to see General Howard, and asked him to aid us in the erection of that building, and he gave me an order for \$5,000. That was in the year 1868.

Q. That was an additional \$5,000?—A. Yes, sir; that was an additional \$5,000. We erected the building and furnished it for that money. We finished the building in 1868, and entered on it at the close of the year. General Howard came on a visit in 1869, going through the southern States, and saw the school and the building. As we were leaving the building he said to me, "I am building a house in Washington, and will need some money to finish it. An installment of the Barry farm fund is in hand and is at your disposal; you can have it. It will be an accommodation to me, however, if you can lend me \$4,500 of that fund, and I will give you good security for it." I told him I would lay the matter before the board of trustees. He then afterward proposed, instead of borrowing the money on that security, to sell to the board of trustees, if they saw proper, a portion of a square in this city, which, he said, he would be willing to take back in a year's time at the same price that we would give for it, if we did not like it; and that his impression was that it would be worth double as much as we would give for it in a year's time. I laid the matter before the board of trustees, and they accepted the proposition of General Howard with reference to that lot, to take the lot at \$8,461 75. The deed was given to us October 9, 1868.

Q. Did you receive any money besides the two \$5,000 and this deed?—A. Yes, sir. At the time this deed was sent us we received \$1,000 in cash.

Q. If I understand you right, you have received \$11,000 in cash and this deed?—A. We received more than that. About two months since I was here in Washington, and General Howard told me that there had been another installment received from that fund, for the endowment of normal schools, of \$5,000, and that \$5,000 was sent to our treasurer.

Q. That makes \$16,000 that you received besides this deed for the lot?—A. Yes, sir.

Q. Where is the original deed?—A. It is in the hands of the treasurer, Mr. Battle.

Q. If I understand you correctly, that deed was sent to the school in October, 1868?—A. Yes.

Q. Has it been redeemed by General Howard? Has the property been taken back by General Howard?—A. No, sir.

Q. It still remains in the possession of the school?—A. Yes, sir.

Q. Was there anything said at that time about having a deed of trust on that property for a large sum of money?—A. No, sir; not that I remember.

Q. Did you obtain any information in reference to the title of the property or its value, except what you received from General Howard?—A. No, sir.

Q. And have you stated all that was said by him about the title of the property?—A. Nothing more than that it was his property.

By Mr. KETCHUM:

Q. The first conversation when this loan was spoken of was concerning the \$4,500?—A. Yes, sir; that was the same conversation. It was all one conversation, but the first proposition was for \$4,500.

Q. When was the conversation succeeding that about this piece of ground; was it at the same time or at a later day?—A. My impression was that it was at the same time, but I think now that I am wrong in that, for this reason—that I recollect writing a letter to General Howard, accepting the proposition for \$4,500; so that I think the other proposition must have been after that.

Q. The first came to an end?—A. The first, about the \$4,500, came to an end.

Q. Did you subsequently see him, or was it in writing that you communicated it?—A. My impression is that it was in writing.

Q. Do you recollect his speaking to you of a plot of ground that had been obtained

with a view to erect dwelling places for freedmen in Washington?—A. I do not recollect it in this connection.

Q. Do you recollect it in connection with some money sent from England for such a purpose?—A. During the first conversation I had with General Howard he spoke of a fund having been received from England for a purpose of that kind, but whether it occurred in connection with this transaction I do not recollect.

Q. Do you have any recollection, in this after conversation or communication between you and General Howard, concerning the piece of ground, of his mentioning the fact that the money which you would supply, if you should supply it, would go to pay for that land on a trust deed that had been given for it?—A. I do not recollect that.

Q. What is the number of pupils that you had at that time in your school at Raleigh?—A. I do not know that I can state.

Q. Can you state as to the number now?—A. We have had on our rolls during the past year about eighty-five scholars.

Q. Are they colored people?—A. Yes, sir; they are all colored people.

Q. How long have you carried on that work in the school?—A. Since I began in the fall of 1867.

Q. Whence come your scholars; from Raleigh only, or from other parts of the State?—A. This past term and last term we have had twenty-five scholars from various parts of the State, to whom we have given board, instruction, and the use of books. The school is a normal school, and we desire to get the brightest scholars in the State, those furthest advanced, and educate them, and we send out circulars to all portions of the State, asking persons to communicate with us in regard to their scholars. As I have said, we have had twenty-five during the past term to whom we have given board, instruction, and the use of books.

Q. What is the character of your individual trustees in respect to loyalty?—A. I do not know any more loyal people than they are. When they accepted this position they accepted a position of opprobrium.

Q. Have they performed the duties of their position toward the school?—A. I think most faithfully. Mr. Kemp P. Battle, the treasurer, has performed his duties most faithfully, and the other trustees have attended the meetings of the trustees regularly, and have visited and examined the school.

Q. You spoke of Mr. Cox holding some office?—A. He is the attorney for that judicial district.

Q. Is that an elective office?—A. Yes, sir; he was elected by the republicans.

Q. Was he an officer in the war, and if so, on what side?—A. He was an officer in the confederate army, and was wounded in the confederate army. But he is a high-toned Christian gentleman, and accepts the situation from the bottom of his heart, and is doing all he can to promote peace, love, and good will.

By Mr. WOOD:

Q. I understood you to say that all of those various sums of money which you received for your school from the bureau here were voluntary donations on the part of General Howard—I mean that he could have made them or not made them as he saw proper; that you had no claim upon them?—A. I think I had a claim.

Q. Of what nature?—A. General Howard was aiding other commissions, and when our commission came into existence I felt that we were entitled to aid, such as he gave to other commissions.

Q. State whether you did not solicit this aid.—A. Except the first \$5,000.

Q. Were not these different donations to your school a matter which could or which could not be made, just as he chose?

(Objected to by Mr. HOAR, and question excluded.)

Q. When General Howard asked you to loan him this money, what did you think he meant?

(Objected to by Mr. HOAR, and question excluded.)

By Mr. BRADLEY:

Q. On your cross-examination I understood you to say, on reflection, that the proposition to give you land in place of money was not made in conversation but in correspondence.—A. The amount was changed afterward, sir, by correspondence.

Q. Where is that correspondence?—A. With the treasurer.

Q. How long would it take to furnish the committee with the correspondence?—A. By telegraphing for it, I suppose that it might be here in a few days.

Q. You were asked whether, in your conversation with him in regard to the loan, he did not speak of a fund remitted from England to be employed in building houses for freedmen?—A. I do not remember it in connection with the fund conversation. He mentioned it at the first conversation I ever had.

Q. Was anything said in that conversation about the purchase of land in this city, upon which to erect those houses?—A. He spoke of that in the first conversation.

Q. Did he say anything about purchasing land in Washington?—A. I do not know

that he mentioned *where* he intended carrying out the purposes of the gift. He referred to the fund which had been remitted from England to be expended here for the benefit of freedmen.

By the CHAIRMAN :

Q. State the number of pupils in your normal school.—A. During the past term there have been on the rolls eighty-five names, of whom twenty-five were boarders, from various parts of the State.

Q. Eighty-five being educated for teachers?—A. That is the purpose of the normal school, sir.

Q. What is the number of teachers?—A. Two; myself and an assistant.

Q. What is the value of the buildings?—A. We have now this normal school building, which with the furniture is worth \$5,000. We have contracted for the erection of three other buildings; boarding house for boys, boarding house for girls, and a dining hall.

Q. What is the entire property worth?—A. We gave \$2,000 for a hundred acres. Last year we sold one ten-acre piece of this land for \$1,000.

Q. What would you call the value of all the property owned by your institution—land and buildings together?—A. I suppose it would be worth \$13,000.

Q. And with the buildings under contract?—A. When they are erected the property will be worth \$18,000.

Q. Who pays your teachers?—A. We have an endowment fund of \$25,000 from another source. The Protestant Episcopal Church gives a thousand dollars a year, and other churches send down other sums.

Q. Are the teachers supported by the bureau or independent of the bureau?—A. They always have been supported entirely independent of the bureau.

Q. Have you ever received any funds from the bureau, except this \$16,000 in cash, and the \$8,461 in lieu of which you took this land?—A. That is the sum total received, sir; at least that is my memory.

Q. What have been the results of your school?—A. I hardly know how to understand your question. I will say that leading gentlemen in the State have visited the school and examined it; persons from other States have been there and examined it, and all profess themselves surprised at the result. Last year half the pupils of the institution from abroad, during vacation were engaged in teaching school. Several have already left the institution and gone out to teach. Some of those living in Raleigh also taught school during the vacation.

By Mr. McNEELY :

Q. You are principal of this school?—A. Yes, sir.

Q. Who is financial agent?—A. Kemp P. Battle.

Q. What has been done with this land which you received from General Howard for the school?—A. It is still owned by the institution.

Q. Are there any buildings upon it?—A. No, sir.

Q. You stated that General Howard said he wanted to borrow \$4,500, and would give abundant security; did he want to borrow that individually?—A. Yes, sir; individually. The money was here at our disposal; we could have had it at any time.

Q. What money?—A. The Barry farm fund was to be divided among three normal schools, of which ours was one. The division having been made and the money being ready for us, General Howard said we could have it at any time; then he said that he was building a house and that he would like to borrow \$4,500 of it for a year.

Q. What house did he refer to?—A. His own residence, which he was then building.

Q. And he wanted to borrow that portion of the Barry farm fund to which you were entitled?—A. No, sir; there was more than that ready to be paid over; he wanted to borrow \$4,500 of our share.

Q. What security did he offer you?—A. He said he had property in Washington which he would give as security.

Q. Did he state what property?—A. No, sir; it was only a proposition. I submitted it to the board of trustees, and they authorized us to loan the money to General Howard.

Q. And you did loan it?—A. No, sir; we did not.

Q. Why not?—A. He made us a proposition that he would sell us a certain piece of land in Washington, and obtain the money in that way instead of by borrowing; he said if we were not satisfied with the bargain he was willing to bind himself to take it back in a year.

Q. Did he so bind himself?—A. No, sir; we did not ask him to; we had the most unbounded confidence in General Howard, and were willing to trust to anything he said.

Q. Was there an understanding that he should take it back if you were not satisfied?—A. Yes, sir; there is no such written agreement, but he said he would take it back; but we would not give it back; we would not take for it the money we gave nor \$5,000 more.

Q. You paid for it \$8,461?—A. Yes, sir.

Q. And you now regard it as being worth \$13,000?—A. Yes, sir.

Q. That eighty-four hundred and odd dollars was your share of the Barry farm fund?—
A. It was a part of our share; but instead of drawing the money we entered into a simple business transaction with General Howard and let him have the money and took his land.

Q. Then you never had this \$8,400 actually in your own physical possession?—A. No, sir; we took the land and let General Howard take the money; the money was actually ours although we never had it in our own hands; in the deed, General Howard acknowledged receiving the money from us. He had before asked for a loan, and could have had it, but he afterwards made the proposition to sell us this land.

Q. Then you never drew that money from the treasury?—A. No, sir; we did not care about drawing it since this matter was under consideration; and the trustees met and agreed to buy the land; they never drew the money, but took the land instead.

Q. Had you ever seen the land?—A. No, sir.

Q. Had any of those trustees ever seen the land?—A. No, sir. General Howard wrote to us to send some officer of the board to examine the land before making the purchase.

Q. Who came?—A. Nobody.

Q. You simply took his word for it?—A. Yes, sir.

Q. As I understand it, there were these three trustees of the Barry farm fund—General Howard, Senator Pomeroy, and the other man, I forget his name—and that this fund was to be divided between three normal schools, one-third of it going to you, and of the third that was going to you, you let General Howard have \$8,000 and something and bought this land from him?—A. Well, we bought the land.

Q. Where was your first conversation with General Howard about the Barry farm fund?—A. The first time I ever visited him was in June, 1867, here in Washington, on my return from North Carolina. I came here to consult in regard to matters. I had \$25,000 for the endowment of a normal school in connection with our commission. General Howard said, "You go to North Carolina, into a field which is not occupied, and establish a school, and I will give you \$5,000." I went to look at various places, and selected Raleigh as the place for a school. He afterwards said, "I will do better than I agreed; I will give you one-third of the Barry farm fund."

Q. Was this school incorporated?—A. Yes, sir; it is incorporated under the laws of North Carolina.

Q. Is it for the benefit of colored pupils?—A. Yes, sir.

Q. Is there anything in the charter excluding white students?—A. No, sir; it is open to white and black alike.

Q. When was it incorporated?—A. It was incorporated in 1867, I think in July.

Q. When did you get the first \$5,000?—A. During the summer or fall following. The fact was, General Howard was disposed to get out of giving that \$5,000, but I felt as if I ought to keep him to it. He said so long as he had given us a third of the Barry farm fund, we ought to let him off from that \$5,000.

Q. You say that the land which you bought of General Howard is worth now \$13,000 without the buildings which you have contracted for?—A. Yes, sir; the land is growing in value constantly; one portion of it is within fifty or a hundred yards of the city limits.

Q. Is it under cultivation?—A. Yes, sir, partially; we have twenty acres in oats, and twenty-five in corn.

Q. How much of the present funds of that college is coming from any source other than the bureau?—A. Well, sir, we received \$25,000 of endowment from another source; we received from the commission of the Protestant Episcopal Church, and other sources, from twelve to fifteen thousand dollars.

Q. When did you receive that \$25,000?—A. It was passed over to us about the 20th of last May.

Q. Do you receive it in fee or conditionally?—A. There is a condition to the trust, that this school shall be forever open for the education of freedmen; if we failed to carry out that trust we forfeited the endowment.

By Mr. HOAR:

Q. What is the length of your course of study.—A. Well, sir, we have a course intended to cover four years; but if you are familiar with the state of things you will know that at the beginning of such an institution you have very little material, and cannot pursue as regular and systematic a course—

Q. Well, never mind explaining upon these points?—A. Well, four years would be our regular term.

Q. As your school is now, what is the regular length of time a scholar spends there?—
A. Well, some of our pupils have been there from the beginning; others are there who have commenced at various times since.

Q. That does not quite reach what I am endeavoring to learn; what I want to know

is, simply, what amount of education they are getting?—A. Well, we have not been able to give them a full course yet, because we have been in operation only between two and three years.

Q. You say you have eighty-five pupils on your roll?—A. Yes, sir; I do not mean by that that there are that number present in the institution now, to-day, sir.

Q. Are any of those pupils actually employed as teachers?—A. One-half of our boarding pupils have been engaged in teaching during the vacation; some of them have not returned to the school and are yet teaching.

Q. Is there a large demand for these young men with the education you give them?—A. Yes, sir.

Q. At what wages?—A. I think about \$20 a month.

Q. How many incorporated schools and academies, under the control of the Episcopal commission of which you were a member, are there in the United States?—A. I recollect there is one in Peterboro, one in Norfolk, two in Newbern, one in Wilmington, North Carolina, one in Washington, my own school in Raleigh, and there was another school under the commission in Raleigh, but the teacher resigned and another has not yet been obtained.

Q. Are all these incorporated?—A. Oh no, sir.

Q. What proportion of your pupils that have left school have actually engaged in teaching?—A. Of all that have attended school there?

Q. Yes, sir.—A. I ought to explain, that many have not done any teaching because yet in attendance on the school, but intend to teach hereafter. I should say that perhaps one-eighth of our pupils have engaged in teaching.

Q. What has become of the other seven-eighths?—A. The most of them are still going on with their studies preparatory to teaching.

Q. What proportion of your pupils have entered the ministry?—A. None, so far; two are now studying for the ministry.

By Mr. ROGERS:

Q. You are a member of the Episcopal Church?—A. Yes, sir, an Episcopal minister.

Q. Did you yourself, or any authorized party connected with the school, give to General Howard any order for this money after the purchase was made?—A. Our secretary, sir, wrote to General Howard that we accepted his proposition; as to any order, *pro forma*, I do not know any, sir.

Q. Has your school ever received any church bonds, or bonds of the Young Men's Christian Association of this city?—A. No, sir.

Q. You have had none?—A. No, sir.

Q. Did you, or the board of which you are a member, accept this land in lieu of the money which was said to be coming to you to oblige General Howard?—A. We were willing to oblige General Howard, but we would not have made the purchase had we not regarded it as a good business transaction.

Q. Is your company or board in the habit of buying land, or any species of property, without seeing it?—A. No, sir.

Q. I understand you to say that none of you ever saw this land before it was purchased?—A. No, sir, we did not; General Howard invited us to come on and see it, but we relied implicitly upon his representations.

Q. Did the agents of the school know that this was here to its credit?—A. Yes, sir; General Howard told us that the money was here to our credit, ready to be paid over at any moment.

Q. Had you any authority, written or otherwise, to draw upon the fund here for this money?—A. I do not know that we had.

Q. How did you know there was any money here for you?—A. I did not know.

Q. Then how came you to send for it, or to arrange to take this land in place of it?—A. You will understand that I make a distinction between *knowing* a thing and *believing* it. I know only what I see with my own eyes. I believe a great many things beside what I see. I believed there was money here for our school, because General Howard told me so.

Q. It was at an early interview that General Howard told you he could do better by you, was it not?—A. Yes, sir; three years ago, nearly.

Q. And he has done better by you, has he not?—A. He has done what he promised, sir.

Q. How long has Mason been president, and Kemp P. Battle secretary and treasurer of your board?—A. From the beginning, sir. Mr. Thompson is president *ex officio*, but Mr. Mason is acting president of the board.

By Mr. McNEELY:

Q. How far along are those buildings which you say are contracted for and in course of erection?—A. They are not yet begun on the grounds; the carpenter is working upon the material at his shop, preparatory to putting it together on the ground.

WASHINGTON, D. C., April 28, 1870.

JOHN OGDEN sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I live in Nashville, Tennessee. I am a teacher.

Q. Teacher in what?—A. I am principal of the Fisk University.

Q. State whether, at any time, and if so when, you received any money or valuable matter from General Howard, as head of the Freedmen's Bureau; and, if so, state all the facts in regard to it?—A. In August, 1869, I made application to the board of trustees of Howard University for an appropriation to assist us in building, and in building repairs of the university; and I came on to Washington to obtain the appropriation, and I received two thousand five hundred dollars from General Howard.

Q. In what way was it paid?—A. I had a check for a thousand dollars, and I believe checks were made out for the balance, but I took a bond in place of checks for fifteen hundred dollars.

Q. What was that bond?—A. A bond of the Young Men's Christian Association of this city.

Q. Was it a single bond for the fifteen hundred dollars?—A. Yes, sir; one bond.

Q. From whom did you receive that bond?—A. I received it from General Howard.

Q. Do you hold that bond yet?—A. No, sir.

Q. State if it has been paid; and if so, by whom?—A. It was paid by General Howard within the last month, I think.

Q. State how you came to receive that instead of a check for cash.—A. It was simply an accommodation. We did not need the money, particularly. The bond was drawing six per cent. General Howard guaranteed the payment of it, and I took it from choice.

Q. Did you know anything about this bond before?—A. No, sir.

Q. Who mentioned it to you, and what was said in regard to it?—A. I believe the first knowledge I had on the subject was from General Howard, as near as I can recollect. I cannot state all the facts about it, but I think he said the bonds were then a few cents, it may be four cents, below par, but that if we did not want to use the money right away, he thought they would be at par in a year; and the bond was bearing interest at six per cent., as I remember.

Q. What was the rate of interest in Nashville?—A. I do not recollect.

Q. Was it more than six per cent., or not?—A. I know nothing about it. I am not a moneyed man at all. I know nothing about the price of any bonds; never owned one in my life.

Q. What is the legal rate of interest in that State?—A. Six per cent.

By Mr. McNEELY:

Q. Was this bond paid within this month, or the last month?—A. This month, I think. The bond went from my hands into the hands of the secretary of our association in Cincinnati, and from there to Mr. Whipple, the secretary in New York, who received the cash on it.

By Mr. HOAR:

Q. What is the character of the institution with which you are connected?—A. It is an incorporated institution. The charter makes no distinction in respect to color. It is an institution for the education of colored people, although they have had some dozen or more white students, from time to time; some adults, and some children.

Q. Are these white students the children of southern refugees or loyalists?—A. No, sir; some of them are native Tennesseans, and one of them, I think, a Prussian.

Q. How many pupils are in the institution?—A. About three hundred.

Q. What is the character of the education?—A. It was mostly elemental, although we now have a class organized for the collegiate department.

Q. How many teachers do you employ?—A. There are nine, besides myself, now. The institution also includes a training school for teachers.

Q. How is the school supported?—A. In part by tuition, and the balance is made up by the American Missionary Association.

Q. What are the annual expenditures of the school?—A. I am unable to say.

Q. Do you know what proportion is paid by tuition, and what by this charitable institution?—A. I believe the tuition pays about the cost of the board of the teachers. The salaries are paid by the American Missionary Association.

Q. What buildings have you?—A. We have the buildings formerly used as a military railroad hospital.

Q. From what source did you obtain the buildings?—A. They are owned now by the American Missionary Association, which gives the use of the land and the buildings to our institution. The institution, in fact, really belongs to the American Missionary Association.

Q. Had you experience as a teacher before you went there?—A. Yes, sir.

Q. How successful are you in obtaining the progress you desire on the part of the students, so far as your experiments have been tried?—A. I do not see anything remarkable. The work does not differ materially from the work I have been engaged in elsewhere, in similar institutions; if anything, it compares favorably with the others.

Q. What was this money received from the bureau donated for?—A. It was an appropriation from the bureau to be used for buildings and repairs.

Q. Has it been used for that purpose?—A. Yes, sir.

Q. Have you constructed any new buildings out of it?—A. One, and we have been repairing.

Q. Has the fifteen hundred dollar bond been used in that way?—A. Yes, sir; the money has been spent in repairs.

Q. Has any been used for the payment of teachers?—A. No, sir.

By Mr. TYNER:

Q. You say the property of your institution is owned by the American Missionary Association. Is the title in their name?—A. Yes, sir.

Q. What is the Fisk University you speak of; is it an auxiliary association of the American Missionary Association?—A. It is the thing itself. It is an incorporated institution owned by the American Missionary Association. The school is incorporated under a law of the State authorizing the incorporation of institutions on that subject by any society, and the incorporated name of this is the Fisk University.

Q. When General Howard consented to aid that institution, did he give you the bonds of the Young Men's Christian Association of Washington, or did he give you your choice to take the bonds or money?—A. I could have had my choice.

Q. I believe you said that General Howard guaranteed the bond. Did he guarantee it in his individual capacity, or as Commissioner of the Freedmen's Bureau?—A. There was nothing said about that. I understood it to be in his individual capacity.

By the CHAIRMAN:

Q. Did you receive the interest as well as the principal of this bond?—A. Yes, sir.

Q. I understood you to state that the proceeds had been used in buildings and repairs. Do you apply that to the entire two thousand five hundred dollars received?—A. Yes, sir; the entire amount has been used for buildings and repairs.

Q. Did you state that there was no particular necessity for the use of fifteen hundred dollars, at the time you received the bond of the Young Men's Christian Association.—A. Yes, sir.

By Mr. ROGERS:

Q. You stated that General Howard gave you this bond. To whom was it payable?—A. Payable, I believe, to the treasurer of the Fisk University.

Q. Did General Howard telegraph you to send the bond here to be paid?—A. I think that was the character of the telegram I received. There was some notice given to that effect.

Q. Have you that telegram?—A. I have it here. It is as follows:

“PHILADELPHIA, April 16, 1870.

“Professor OGDEN, *Fisk University*:

“Am here for Sunday lecture. Please draw on me for fifteen hundred dollars, and interest from January, at Freedmen's Savings Bank, Washington. I wish to fulfill my guarantee now.

“O. O. HOWARD.”

By Mr. McNEELY:

Q. When that telegram was received, where was the bond?—A. In New York, in the custody of Mr. Whipple, the secretary of the American Missionary Association.

Q. How came it in his hands, instead of being at the university?—A. When I received it I sent it at once to Mr. Cravarth, the secretary of the western branch of the American Missionary Association at Cincinnati, and he, I suppose, sent it to Mr. Whipple. That is all I know about it.

Q. If the bond has only been paid since April 16, how have you expended the fifteen hundred dollars?—A. Mr. Cravarth, secretary of the western department, has, from time to time, advanced us fully the amount of the bond and interest, and took the bond for it. The bond passed from him to New York.

Q. Then you mean that one branch of this American Missionary Association furnished fifteen hundred dollars to another branch. Who furnished it to you?—A. I cannot say how it was furnished.

Q. Who is Mr. Cravarth?—A. Secretary to the western branch of the American Missionary Association; the man who pays the teachers and expenses of our university, which the income of the institution itself does not cover.

Q. Out of what funds does he pay it?—A. Out of the funds of the American Missionary Association.

Q. The same association that owns your college?—A. Yes, sir.

By Mr. ROGERS :

Q. I see the date of this telegram from General Howard is torn off. How came it mutilated?—A. It was done accidentally by me, the day I received it. The entire telegram is there.

By Mr. HOAR :

Q. How old a society is this American Missionary Association?—A. I think it has been in existence about twenty-three years.

Q. What are its functions, what class of missionary work does it perform?—A. One peculiar feature of it, and one I am most familiar with, is its work among the freedmen, and among the colored people.

Q. That, of course, did not exist twenty years ago.—A. To some extent they were laboring among colored people at different points.

Q. Do you know who is its president?—A. Dr. Kirk, of Boston.

Q. Where is its home office?—A. I think, in New York.

Q. Has it endowments left by the testamentary disposition of pious persons?—A. I do not know. I have only been familiar with its workings since the war.

Q. Are its operations confined to Tennessee?—A. No, sir; not confined to the United States.

Q. Are the funds received from all sources at the Fisk University accounted for to this missionary society?—A. Yes, sir.

Q. Then, in other words, this Fisk University is a branch of the old missionary society, incorporated for convenience in carrying on this special work at Nashville?—A. That is it. There are other institutions of a similar character located at Atlanta, Montgomery, Selma, and various other points through the South, all connected with this American Missionary Association.

Q. State whether these others are all incorporated.—A. I am under the impression that they are.

WASHINGTON, D. C., May 6, 1870.

THOMAS M. PLOWMAN sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. I reside in Washington City; I am an architect and builder.

Q. Do you hold any office in the Young Men's Christian Association in this city?—A. I do not.

Q. Are you in any way connected with that association?—A. I am not.

Q. Had you charge, at any time, of the issuing of any of its bonds?—A. No, sir. I was the architect and builder of their building, and I agreed to take a certain amount in cash and a certain amount in bonds, which were subject to my own disposal.

Q. State whether you negotiated any of them with General Howard, or by his assistance.—A. I think that General Howard gave me his co-operation; not to me in person, but to my book-keeper, since deceased. He lent me his assistance in co-operating to dispose of some of the bonds.

Q. Do you know to whom those bonds were passed?—A. They were passed to different parties, I think, by the transfer, in sums of \$1,000, to A, B, and C—ten or twelve different individuals.

Q. Were the bonds filled up in your office?—A. No, sir; the bonds were issued by the joint stock company, of which Chief Justice Chase was president, Henry D. Cooke treasurer, and General Eaton secretary. The bonds, of course, were signed by them, and filled up in my name. When I disposed of them I transferred them on the back.

Q. When you transferred them, did you write on the back the name of the person?—A. No, sir; I always transferred them in blank. My book-keeper had them in his possession, and disposed of them many times without my knowing to whom.

Q. Have you any means of showing what amount of bonds General Howard assisted you in disposing of?—A. I think I have in my office a memorandum-book, or something of that sort, which will show it.

Q. Do you recollect the delivery, by yourself, of any bonds to General Howard?—A. No; I do not think I ever delivered any in person to General Howard. I think that perhaps some bonds were left at Mr. Cooke's bank subject to General Howard's order, but it would be only a small sum, perhaps four or five thousand dollars.

Q. What was the total amount of bonds thus paid to you by the association?—A. I never had any transaction with the Young Men's Christian Association at all. My

dealings were not with them, but with the joint stock company by which that building was erected.

Q. What is the title of that joint stock company?—A. I think "The Young Men's Christian Association Joint Stock Company."

Q. What amount in bonds were you to receive?—A. My original contract was \$98,000, of which I was to receive \$50,000 in cash, and the balance in bonds. After that there were several sub-contracts made, which increased the amount some \$25,000 perhaps.

Q. Can you tell us how much you received in bonds?—A. I have not entirely settled with them yet, by some eight or ten thousand dollars perhaps. I think I received something like \$70,000 in bonds, a large amount of which I traded off for materials in various localities, some in this city and some in other cities; some I sold.

Q. If you can give us the dates and the amounts of those negotiated through General Howard's instrumentality I shall not trouble you any further.—A. That would be very difficult for me to do, I think, inasmuch as the bonds were always transferred by me in blank, and were in the hands of my book-keeper, who had charge of my financial affairs. My business was very large, employing from one hundred and fifty to two hundred mechanics at the time. I will do so, however, to the best of my ability.

Q. Give us the particular amount deposited by you at Jay Cooke's bank subject to General Howard's order?—A. I will, as near as I can. I do not think I deposited any there in person. I have a memorandum-book in the handwriting of my book-keeper, and, as near as I can furnish the information from it, I will do so to-morrow morning.

WASHINGTON, D. C., May 7, 1870.

THOMAS M. PLOWMAN came before the committee and presented the following, which he had extracted from his books since his examination of the preceding day:

WASHINGTON, D. C., May 6, 1870.

Young Men's Christian Association stock purchased by General O. O. Howard from Thos. M. Plowman:

June 8, 1869, forty (40) shares.....	\$1,000
June 19, 1869, twenty (20) shares.....	500
June 22, 1869, three hundred (300) shares.....	7,500
September 21, 1869, ninety-two (92) shares.....	2,000
Total.....	<u>11,000</u>

The above is all the stock purchased by General O. O. Howard from me, as taken from the Young Men's Christian Association stock-book kept by me.

Very respectfully,

THOMAS M. PLOWMAN.

By Mr. BRADLEY:

Question. Have you any knowledge yourself of the negotiation of any of these bonds with General Howard?—Answer. I have not.

Q. Is this part of the scrip which was deposited by you in the bank, subject to his order?—A. It think it is, but I am not certain. I have no knowledge myself of even that transaction. This shows every time that General Howard's name appears on the transfer book.

Q. It is taken from the transfer book kept by your clerk?—A. Copied from the treasurer's book at Mr. Cooke's bank.

Q. Who has charge of that book?—A. Mr. Cooke is the treasurer. I think Mr. Brown, his private secretary, has charge of it.

Q. Who is the treasurer of the Young Men's Christian Association?—A. I do not know.

General HOWARD informed Mr. BRADLEY that Mr. Charles Balley, connected with the gas company, is the treasurer.

WASHINGTON, D. C., June 1, 1870.

HENRY D. COOKE sworn and examined.

By Mr. WOOD:

Question. You are a banker of Washington?—Answer. Yes, sir.

Q. Are you, in any way, connected with the Young Men's Christian Association of this city?—A. I am a member of that association.

Q. Have you ever been an officer of it?—A. No, sir.

Q. Have you ever been, in any way, connected with the raising of funds for that association?—A. Not for the association proper. I have for the building company, which is a separate institution.

Q. What connection had you with the building company?—A. I was one of the board of managers. I also was and now am treasurer of the company.

Q. The building association of the Young Men's Christian Association?—A. I think that is the legal title, sir.

Q. Or is it the building committee?—A. No, sir; it is a separate affair.

Q. You are the treasurer, then, of the building association?—A. Yes, sir.

Q. Did you have anything to do with raising funds for building purposes?—A. Very little; except as I contributed and aided the thing in a general way.

Q. Did you take any of their bonds?—A. They issued no bonds.

Q. How did they raise money—by borrowing?—A. They did not borrow. Perhaps I may be allowed to explain that the act of incorporation authorized the building association to issue stock. That stock was an interest-bearing stock, or dividend-bearing stock, as you may choose to call it, with the proviso that six per cent. of the income on the stock should go to the holder of the stock, and that the balance, whatever it might be, should go to this Young Men's Christian Association, and constitute a fund by which they could buy up the stock at a price not exceeding par, and eventually become the owners of the building.

Q. Are you now speaking of the building association, or of the Young Men's Christian Association?—A. Of the building association.

Q. And that is the only form of obligation that they issued?—A. Yes, sir.

Q. As treasurer of the association you had charge of the financial affairs of that department?—A. Yes, sir.

Q. During what period did you discharge that duty?—A. I do not know that I can tell exactly.

Q. Was it during 1867, 1868, and 1869?—A. That is my impression.

Q. Was it as far back as 1866?—A. I think not; I could not be positive.

Q. You are quite positive it was during the three years of 1867, 1868, and 1869?—A. Yes, sir.

Q. I think, in your subpoena, you were required to produce the books of that association?—A. I was required to produce the original subscription-books. I have no such books in my possession. I do not think there were any. The stock was sold from time to time as we found purchasers.

Q. Was not the stock that was issued filled up in the name of the same party?—A. Yes, sir.

Q. Have you no record of that?—A. Yes, sir.

Q. That is what we want you to produce; can you do so?—A. I suppose I can.

Mr. TOWNSEND. What points do you wish to bring out?

Mr. WOOD. I decline to answer that question any further than to say that it pertains to these charges—to the bureau, to the officers of the bureau, and the charges against General Howard. Outside of that no questions will be asked.

Mr. ARNELL. Under what charge?

Mr. WOOD. Principally under the eleventh charge, I think.

Mr. ARNELL. I do not see as that refers to any body but General Howard. I hold that, under that charge, we have nothing to do with any of the accounts except those relating to General Howard.

By Mr. WOOD:

Q. During these three years that you have been treasurer of this building association of the Young Men's Christian Association, have you had any conversation with General Howard as to his making advances or subscriptions to the stock in aid of this work?—A. No, sir; except in a general way—when meeting in committee of our board.

Q. Is General Howard connected with that board?—A. Yes, sir; he is a member of the board.

Q. Of how many members does that board consist?—A. Of thirteen, I think.

Q. Has he been an officer of that association?—A. Yes, sir.

Q. What office has he held?—A. He has been vice-president.

Q. Is he now?—A. He is.

Q. When you say "vice-president," which association do you mean?—A. I mean the building association.

Q. Do you know whether he is an officer of the Young Men's Christian Association itself?—A. I think he is.

Q. What office does he hold?—A. I do not know what his office is now.

Q. Did you ever make any loans to General Howard upon the stock that he subscribed for?—A. No, sir.

Q. Did you ever hear General Howard say that he had funds under his control, by which he could aid this building association?—A. No, sir.

Q. Did General Howard, in the spring of 1867, make a loan from you of \$10,000?—
A. That I could not answer without reference to our books.

Q. Will you oblige me by ascertaining during the day whether, in 1867, he received a loan of \$10,000; and also be prepared to tell us, at our next meeting, if any such loan was made, upon what securities it was made?—A. I have some recollection of a loan being made to General Howard. I do not remember the precise amount. I do not think it was as much as \$10,000; but possibly it may have been. In a multiplicity of transactions, my recollection of that matter is very indistinct. I simply have an idea that we did accommodate General Howard with a loan, as we have hundreds and thousands of other customers.

Mr. WOOD. That is all I have to ask until I see those books.

WASHINGTON, D. C., June 2, 1870.

HENRY D. COOKE—Examination continued.

By Mr. WOOD:

Question. Have you with you the abstract which you were requested to bring?—
Answer. Yes, sir. I had my book-keeper make a transcript, and certify to it; I have also verified it myself. It is as follows:

GENERAL O. O. HOWARD.		Cr.	Dr.
1868.			
Sept. 24.	By certificate No. 38, 250 shares.....	\$6,250	
Sept. 24.	To certificate No. 38, 250 shares transferred to Howard University.....		\$6,250

HOWARD UNIVERSITY.		Cr.	Dr.
1868.			
Sept. 24.	By certificate No. 39, 250 shares, (issued in lieu of certificate No. 38)	\$3,250	

WASHINGTON, D. C., June 1, 1870.

I hereby certify that the above is a true copy of page 61, of the stock ledger of the joint stock company of the Young Men's Christian Association, of Washington, D. C., and that the transaction covers all money received from General Howard, either from sales of stock or advances upon the same.

JOS. T. BROWN,
Book-keeper.

Farmers and Mechanics' National Bank of Hartford, Connecticut, on	
Continental National, New York, No. 6877*	\$5,000
Shares.....	25

WITNESS. Both entries refer to the same certificate; General Howard took it first himself, and then transferred it to the university. It required this other entry to balance the account.

Q. What does this memorandum in pencil, at the bottom, mean?—A. That is a memorandum of the kind of money in which the certificate was paid for.

By Mr. KETCHUM:

Q. Is that \$6,250 the same \$6,250, wherever it is found on that page?—A. Yes, sir. It required two entries to balance the books.

Q. And this memorandum at the bottom means that the certificate was paid for in a draft on the Farmers and Mechanics' National Bank of Hartford, Connecticut?—A. Yes, sir.

Q. By whom was that draft made?—A. That I cannot answer.

Q. Do you remember whether it was made by David Clarke?—A. I cannot remember the name of the man.

Q. You have no record of that?—A. No, sir.

By Mr. MCNEELY:

Q. Does that book show the issue of any other bonds to General Howard?—A. It shows no other *subscription*.

Q. Does it show any other stock?—A. Yes, sir. Although that was not called for by the committee yesterday, it was spoken of; and not knowing but it might be wanted I had a transcript made, which I have myself verified by a comparison with the books.

* This memorandum, in the manuscript document, is in pencil.

GENERAL O. O. HOWARD.

	Cr.	Dr.
1869.		
June 8 By certificate No. 86, 40 shares, in lieu of certificate No. 62, in name of T. M. Plowman	\$1,000	
June 19. . . . By certificate No. 92, 20 shares, in lieu of certificate No. 48, in name of T. M. Plowman	500	
June 22. . . . By certificate No. 95, 100 shares, in lieu of certificate No. 82, in name of T. M. Plowman	2,500	
Sept. 7 To certificate No. 92, 20 shares, transferred to R. K. Scott, 10 shares, O. O. Howard, 10 shares		\$500
Sept. 7 By certificate No. 120, 10 shares, in lieu of part of certificate No. 92, in name of O. O. Howard	250	
Sept. 21 By certificate No. 123, 92 shares, in lieu of certificate No. 122, in name of T. M. Plowman	2,300	
Oct. 1. To certificate No. 120, 10 shares, transferred to F. P. Wivel		250
Oct. 1. To certificate No. 123, 92 shares, transferred to F. P. Wivel 90 shares, O. O. Howard 2 shares		2,300
Oct. 1. By certificate No. 133, 2 shares, in lieu of part of certificate No. 123, in name of O. O. Howard	50	
Oct. 9. To certificate No. 95, 100 shares, transferred to N. C. Brockett 80 shares, O. O. Howard 20 shares		2,500
Oct. 9. By certificate No. 137, 20 shares, in lieu of part of certificate No. 95, in name of O. O. Howard	500	
Dec. 4 To certificate No. 86, 40 shares, transferred to Robert J. Fleming 32 shares, O. O. Howard 8 shares		1,000
Dec. 4 By certificate No. 147, 8 shares, in lieu of part of certificate No. 86, in name of O. O. Howard	200	
1870.		
Jan. 10. By certificate No. 149, 200 shares, in lieu of certificate No. 105, in name of T. M. Plowman	5,000	
March 4. By certificate No. 152, 240 shares, in lieu of certificates Nos. 10, 11, 138, 139, and 151, in name of T. M. Plowman	6,000	
March 11 To certificate No. 152, 240 shares, transferred to Young Men's Christian Association 40 shares, O. O. Howard 200 shares		6,000
March 11. By certificate No. 155, 200 shares, in lieu of part of certificate No. 152, in name of O. O. Howard	5,000	
	23,300	12,550
	12,550	
Balance in name of O. O. Howard	10,750	

WASHINGTON, D. C., June 1, 1870.

I hereby certify that the within is a true copy of pages No. 70 and 71 of the stock ledger of the joint stock company of the Young Men's Christian Association, of Washington, with the exception of the interlineations in red ink, which I have inserted to show from what sources General Howard received the stock with which he is credited.

JOSEPH T. BROWN,
Book-keeper.

Mr. McNEELY. I think the witness ought to have produced that when he produced the other.

WITNESS. I was perfectly willing to furnish all the information I had. This, in fact, I was not requested to furnish.

Mr. McNEELY. I called for the book itself, but Mr. Townsend called for a transcript, and I supposed the transcript would contain all there was in the book upon this subject.

The CHAIRMAN. Then the information you desired took a broader range than that called for by Mr. Townsend.

Mr. HOAR. And the committee voted against your proposition, and in favor of Mr. Townsend's. There can be no implication on the witness, for he produces more than was called for.

By Mr. TYNER:

Q. Do these 250 shares, covered by certificate 33, designate all the stock originally subscribed for by General Howard?—A. Yes, sir.

Q. And this second statement shows the transfer, on the books of the association, of stock of General Howard, in lieu of certificates issued to other persons?—A. Yes, sir.

Q. And this statement contains all the stocks that ever passed into the hands of General Howard, either by original purchase or by transfer?—A. Yes, sir; so far as I have any knowledge.

Q. Then, sir, so far as the association has any knowledge, General Howard is now holder of no stocks excepting those designated in the statement you have made here?—A. No, sir.

(The committee and the witness had an informal conversation and explanation regarding the items in the second transcript.)

By Mr. MCNEELY:

Q. Whenever a certificate was issued, you received the cash in full for it?—A. That is a part of the transaction that I know nothing about; we are simply transfer agents.

Q. When a certificate was originally issued, was it taken at par?—A. Yes, sir.

By Mr. TYNER:

Q. Is this a statement of all the stock now held by General Howard in the association, and does the statement show what stock was transferred to him by other parties, and subsequently transferred by him to other parties?—A. That statement shows all the issues and transfers of any kind with which he has been connected that appear on the books, or of which I have any knowledge whatever.

By Mr. MCNEELY:

Q. How much stock now appears in the name of General Howard?—A. There now appears as belonging to General Howard stock to the amount of \$10,750.

WASHINGTON, D. C., May 7, 1870.

GEORGE W. BALLOCH sworn and examined.

By Mr. BRADLEY:

Question. State your official position?—Answer. I am chief disbursing officer of the Freedmen's Bureau, stationed at Washington.

Q. State whether you know anything of the payment of purchase money for land purchased from John A. Smith near the city of Washington?—A. The Howard University estate was bought from John A. Smith—

Q. Do you know anything in regard to the payment of purchase money?—A. The place was bought for \$147,500; twenty thousand of the amount was paid down, and ten notes were given for the balance, one payable each year.

Q. I called your attention to the question of payment?—A. The whole amount has been paid.

Q. By whom?—A. By me as treasurer of the university.

Q. Was it paid by any written order or authority, and if so where is that order?—A. It is recorded on the records of the university, allowing me to invest moneys at my discretion; and at my discretion I took up the notes of the university held by the estate of John A. Smith.

Q. Have you the record here?—A. I do not know that it is a matter of record. My report to the board that I had done it, and the minutes of the board approving my action, are matters of record.

Q. You stated that you paid it as treasurer of the Howard University?—A. Yes, sir.

Q. What was the source of the fund out of which that payment was made?—A. It was money that had been transferred to the university by the Commissioner of the Freedmen's Bureau.

Q. State whether that transfer passed through your hands or not?—A. It did; I am the treasurer of the university, and the disbursing officer of the bureau.

Q. How was that money paid or transferred to you as treasurer of the university; by whom and by what authority?—A. Here is the whole authority.

Witness produced a copy of special order No. 36, section 2, as follows:

[“Special Orders No. 36.—Extract.]

“WAR DEPARTMENT,
“BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
“Washington, D. C., March 12, 1869.

“II. Brevet Brigadier General G. W. Balloch, chief disbursing officer of this bureau, will transfer the sum of one hundred and twenty-five thousand dollars (\$125,000) to the Howard University, an educational institution incorporated for loyal refugees and freed-

men under an act of Congress entitled 'An act to incorporate the Howard University, in the District of Columbia,' approved March 2, 1867, said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund. This order is based upon the authority of an act of Congress entitled 'An act making appropriations for the support of the army for the year ending June thirtieth, eighteen hundred and sixty-eight, and for other purposes,' approved March 2, 1867. Said transfer shall be made upon the receipt for said sum signed by some person duly authorized by said corporation to receive and receipt for the same.

"By order of Brevet Major General O. O. Howard, Commissioner.

"E. WHITTLESEY,
"Acting Assistant Adjutant General.

"Official copy :

"E. WHITTLESEY,
"Acting Assistant Adjutant General.

"WASHINGTON, D. C., April 7, 1869.

"The undersigned certify that George W. Balloch is treasurer of this corporation, and as such is authorized to receive and receipt for all moneys donated or transferred to the same. We further certify that the seal impressed hereon is the corporate seal of this corporation.

"O. O. HOWARD,
"President Board of Trustees Howard University.

"W. F. BASCOM,
"Secretary pro tem Board of Trustees Howard University.

"Received at Washington, D. C., this 7th day of April, 1869, of Brevet Brigadier General George W. Balloch, chief disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, one hundred and twenty-five thousand dollars, (\$125,000,) being amount transferred to the Howard University, under the provisions of Special Orders No. 36, War Department, Bureau Refugees, Freedmen and Abandoned Lands, dated March 12, 1869, a copy of which is hereto annexed, the same being receipted for by me as treasurer of said corporation to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation, with the corporate seal thereof affixed, is hereto appended. This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen and their descendants.

"GEO. W. BALLOCH,
"Treasurer Howard University.

"Approved, and ordered paid.

"O. O. HOWARD,
"Brevet Major General United States Army, Commissioner."

Q. Was that the final payment of the purchase money?—A. It was the final payment.

Q. That was \$125,000. I see that the land was purchased for \$147,500. When were the previous payments made, and out of what fund?—A. Twenty thousand dollars was paid at the time the land was purchased from the general fund of the university, and one of the notes, \$12,750, which was due in May, 1868, had been taken up and paid from the general fund of the university.

Q. State to the committee the source from which that fund was derived out of which these two payments, amounting to \$32,750, were made?—A. The first payment of \$20,000, or part of it, came, I presume, from money that had previously been transferred by the Commissioner of the Freedmen's Bureau to the Howard University, but the \$12,750 was paid from money which had accrued from the sale of land.

Q. By whom was the first payment of \$20,000 made?—A. It was made by me as treasurer of the university.

Q. Have you any further knowledge of the source from which that fund was derived, than as you state; you presume it was from money that had been transferred?—A. No sir; we received that money from various sources; from donations from people throughout the country, and from sales of the estate which had been cut up and sold.

Q. I mean as to the first \$20,000.—A. The transfer was made on the 23d of April, and the estate was purchased on the 27th of May. Here is the order transferring it.

Witness produces Special Order No. 57, section 4, of which the following is a copy :

["Special Orders No. 57."]

"WAR DEPARTMENT,
"BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, D. C., April 15, 1867.

"IV. Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of thirty thousand dollars (\$30,000) to the Howard Uni-

versity, an educational institution incorporated for loyal refugees and freedmen under an act of Congress entitled 'An act to incorporate the Howard University in the District of Columbia,' approved March 2, 1867, said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund. This order is based upon the authority of an act of Congress entitled 'An act making appropriations for the support of the army for the year ending June thirtieth, eighteen hundred and sixty-eight, and for other purposes,' approved March 2, 1867. Said transfer shall be made upon the receipt for said sum signed by some person duly authorized by said corporation to receive and receipt for the same.

"By order of Major General O. O. Howard :

"A. P. KETCHUM,
"Acting Assistant Adjutant General.

"The Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands having by Special Orders No. 57, dated Washington, D. C., April 15, 1867, under the authority recited in said Special Orders, directed the transfer to this corporation of the sum of thirty thousand dollars, (\$30,000,) Geo. W. Bulloch, treasurer of said corporation, is hereby authorized, as agent thereof, to receive and receipt for the same, and the undersigned hereby certify that said appointment is made in conformity to the by-laws of said corporation, and that the seal impressed hereon is the corporate seal of the corporation.

[SEAL.]

"CHARLES B. BOYNTON,
"President Board of Trustees Howard University,
"E. M. CUSHMAN,
"Secretary Board of Trustees Howard Institute."

Accompanying this the witness presented a copy of the act of incorporation and by-laws of the board of trustees of Howard University, as follows:

"ACT OF INCORPORATION.

"AN ACT to incorporate the Howard University in the District of Columbia.

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled :

"SECTION 1. That there be established, and is hereby established, in the District of Columbia, a university for the education of youth in the liberal arts and sciences, under the name, style, and title of "The Howard University."

"SEC. 2. *And be it further enacted,* That Samuel C. Pomeroy, Charles B. Boynton, Oliver O. Howard, Burton C. Cook, Charles H. Howard, James B. Hutchinson, Henry A. Brewster, Benjamin F. Morris, Danforth B. Nichols, William G. Finney, Roswell H. Stevens, E. M. Cushman, Hiram Barber, E. W. Robinson, W. F. Bascom, J. B. Johnson, and Silas L. Loomis, be, and they are hereby declared to be, a body politic and corporate, with perpetual succession in deed or in law to all intents and purposes whatsoever, by the name, style, and title of "The Howard University," by which name and title they and their successors shall be competent, at law and in equity, to take to themselves and their successors, for the use of said university, any estate whatsoever in any messuage, lands, tenements, hereditaments, goods, chattels, moneys, and other effects, by gift, devise, grant, donation, bargain, sale, conveyance, assurance, or will; and the same to grant, bargain, sell, transfer, assign, convey, assure, demise, declare to use and farm lot, and to place out on interest, for the use of said university, in such manner as to them, or a majority of them, shall be deemed most beneficial to said institution; and to receive the same, their rents, issues, and profits, income and interest, and to apply the same for the proper use and benefit of the university; and by the same name to sue and be sued, to implead and be impleaded, in any courts of law and equity, in all manner of suits, actions, and proceedings whatsoever, and generally by and in the same name to do and transact all and every the business touching and concerning the premises: *Provided,* That the same do not exceed the value of fifty thousand dollars net annual income, over and above and exclusive of the receipts for the education and support of the students of said university.

"SEC. 3. *And be it further enacted,* That the first meeting of said corporators shall be holden at the time and place at which a majority of the persons herein above named shall assemble for that purpose; and six days' notice shall be given each of said corporators, at which meeting said corporators may enact by-laws, not inconsistent with the laws of the United States, regulating the government of the corporation.

"SEC. 4. *And be it further enacted,* That the government of the university shall be vested in a board of trustees of not less than thirteen members, who shall be elected by the corporators at their first meeting. Said board of trustees shall have perpetual succession in deed or in law, and in them shall be vested the power hereinbefore granted to the corporation. They shall adopt a common seal, which they may alter

at pleasure, under and by which all deeds, diplomas, and acts of the university shall pass and be authenticated. They shall elect a president, a secretary, and a treasurer. The treasurer shall give such bonds as the board of trustees may direct. The said board shall also appoint the professors and tutors, prescribing the number and determining the amount of their respective salaries. They shall also appoint such other officers, agents, or employes, as the wants of the university may from time to time demand, in all cases fixing their compensation. All meetings of said board may be called in such manner as the trustees shall prescribe; and nine of them so assembled shall constitute a quorum to do business, and a less number may adjourn from time to time.

"SEC. 5. *And be it further enacted*, That the university shall consist of the following departments, and such others as the board of trustees may establish—first, normal; second, collegiate; third, theological; fourth, law; fifth, medicine; sixth, agriculture.

"SEC. 6. *And be it further enacted*, That the immediate government of the several departments, subject to the control of the trustees, shall be intrusted to their respective faculties, but the trustees shall regulate the course of instruction, prescribe, with the advice of the professors, the necessary text-books, confer such degrees and grant such diplomas as are usually conferred and granted in other universities.

"SEC. 7. *And be it further enacted*, That the board of trustees shall have the power to remove any professor or tutor, or other officers connected with the institution, when, in their judgment, the interests of the university shall require it.

"SEC. 8. *And be it further enacted*, That the board of trustees shall publish an annual report, making an exhibit of the affairs of the university.

"SEC. 9. *And be it further enacted*, That no misnomer of the said corporation shall defeat or annul any donation, gift, grant, devise, or bequest to or from the said corporation.

"SEC. 10. *And be it further enacted*, That the said corporation shall not employ its funds or income, or any part thereof, in banking operations or for any purpose or object other than those expressed in the first section of this act; and that nothing in this act contained shall be so construed as to prevent Congress from altering, amending, or repealing the same.

"Approved March 2, 1867.

"BY-LAWS OF THE BOARD OF TRUSTEES.

"Number and election of trustees.

"SEC. 1. The permanent number of the trustees, invested with the powers conferred by the act of incorporation, shall be fifteen; and no new member may be added until the board shall have been reduced below that limit.

"Members shall be chosen by ballot, and only by vote of the majority of the whole number of trustees.

"Ten honorary members may be chosen in like manner, who shall have advisory powers only.

"Annual meetings.

"SEC. 2. The annual meeting of the board of trustees shall be held on the Tuesday next preceding the commencement.

"Special meetings.

"SEC. 3. The board will hold meetings upon adjournment when necessary, and special meetings shall be called by the president, at the request of five trustees, upon giving six days' notice thereof. The executive committee or the president may also call special meetings, when it may be deemed expedient, on giving like notice.

"Place of meeting.

"SEC. 4. The meetings of the board shall be held at the university buildings, in the city of Washington, unless otherwise ordered by the board, or unless for special reasons called at some other place.

"Parliamentary rule.

"SEC. 5. General parliamentary rules, as modified by rules and regulations of the board, shall be observed in conducting its business, and also in the university senate, and in the faculty meetings.

"Order of business.

"SEC. 6. The order of business in the board of trustees shall be, after introductory religious exercises conducted by the president, as follows:

- "1. Reading, correction and approval of the minutes of the last preceding meeting
- "2. Reports from standing and special committees.

"3. Presentation of petitions, memorials and other communications, and the consideration thereof.

"4. Motions and resolutions.

"5. Unfinished and miscellaneous business.

"Officers of the board.

"SEC. 7. The officers of the board shall consist of a president, who shall also be the president of the university, a secretary and treasurer; and the board may, from time to time, appoint such professors, tutors or instructors, and such subordinate officers and employes, as they may deem necessary.

"SEC. 8. In the absence of the president, the board may appoint a president *pro tempore*, who shall perform the duties of presiding officer of the board.

"SEC. 9. All the officers and employes of the board shall be appointed at such time or times, in such manner, and hold their offices for such term as the board shall, by resolution, direct."

"Received at Washington, D. C., this 23d day of April, 1867, of Brevet Brigadier General Geo. W. Balloch, chief disbursing officer Bureau of Refugees, Freedmen and Abandoned Lands, thirty thousand dollars, being amount transferred to the Howard University under the provisions of Special Orders No. 57, War Department, Bureau of Refugees, Freedmen and Abandoned Lands, dated April 15, 1867, a copy of which is hereto annexed, the same being receipted for by me as agent of said corporation to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation, with the corporate seal thereof affixed, is hereto appended.

"This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen and their descendants.

"GEO. W. BALLOCH,
"Treasurer, Howard University."

Q. Am I right in understanding that these two orders cover the \$155,000?—A. You are.

Q. State whether or not the requisitions for the transfer of these two sums of money, \$30,000, and \$125,000, specify the fund from which they were drawn. Have you copies of the requisitions; if so, produce them?—A. They were not drawn on requisition, but on my check as disbursing officer. The funds were in the treasury to my credit; I simply used my own check.

Q. In transferring to yourself as treasurer of the Howard University?—A. Yes, sir.

Q. Does it not pass through your hands by requisition?—A. Not the refugee and freedmen's fund. It was a miscellaneous fund gathered from various sources, and never was any part of a congressional appropriation.

Q. Do I understand you that you held a certain sum of money as disbursing officer of the Freedmen's Bureau, arising not from any appropriation, but from the freedmen's fund?—A. Yes, sir. It is called the refugee and freedmen's fund, to distinguish it from the regular congressional appropriations.

Q. Under whose control and direction was that freedmen's fund?—A. Under the control of the Commissioner of the Freedmen's Bureau.

Q. Am I permitted to understand, then, that these two sums of \$30,000, and \$125,000, were paid out of the freedmen's fund and not out of the appropriations by Congress?—A. You are.

Q. Were there any other drafts or checks drawn on that fund, and appropriated to other institutions in the District of Columbia?—A. Yes, sir; there was \$10,000 appropriated to the National Theological Institute and University.

Q. Where is that?—A. In this city; it is a Baptist institution.

Witness presents a copy of Special Order No. 57, section 5, transferring \$10,000 to the National Theological Institute and University, as follows:

["Special Orders No. 57.—Extract.]

"WAR DEPARTMENT,
"BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, D. C., April 15, 1867.

"V. Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of ten thousand dollars (\$10,000) to the National Theological Institute and University, an educational institution incorporated for loyal refugees and freedmen by an act of Congress entitled 'An act to incorporate the National Theological Institute,' approved May 10, 1866, which said act was amended by an act entitled 'An act to amend an act entitled "An act to incorporate the National Theological Institute, and to define and extend the powers of the same;" approved

March 2, 1867, said sum to be paid out of the balance on hand, March 2, 1867, of the refugees and freedmen's fund. This order is based upon the authority of an act of Congress entitled 'An act making appropriation for the support of the army for the year ending June thirtieth, eighteen hundred and sixty-eight, and for other purposes,' approved March 2, 1867.

"Said transfer shall be made upon the receipt for said sum, signed by some person duly authorized by said corporation to receive and receipt for the same.

"By order of Major General O. O. Howard, Commissioner.

"A. P. KETCHUM,

"Brevet Lieutenant Colonel and Acting Assistant Adjutant General.

"Brevet Brigadier General GEORGE W. BALLOCH,

"Chief Disbursing Officer.

"WASHINGTON, D. C., April 17, 1867.

"The Commissioner of the Bureau Refugees, Freedmen and Abandoned Lands, having, by Special Orders No. 57, dated Washington, D. C., April 15, 1867, under the authority recited in said special orders, directed the transfer to this corporation of the sum of ten thousand dollars, (\$10,000,) Z. Richards, of Washington, D. C., treasurer of said corporation, is hereby authorized, as agent thereof, to receive and receipt for the same, and the undersigned hereby certifies that said appointment is made in conformity to the by-laws of said corporation, and I hereby certify that this corporation has at present no corporate seal.

"E. TURNEY,

"Secretary of National Theological Institute and University.

"Witness:

"J. C. LEWIS,

"CHARLES H. MORSE,

"Members of the Executive Board.

"Received at Washington, D. C., this 17th day of April, 1867, of Brevet Brigadier General George W. Balloch, chief disbursing officer, Bureau of Refugees, Freedmen and Abandoned Lands, \$10,000, being amount transferred to the National Theological Institute and University, under the provisions of Special Orders No. 57, War Department, Bureau of Refugees, Freedmen and Abandoned Lands, dated April 15, 1867, a copy of which is hereto annexed, the same being receipted for by me as agent of said corporation, to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation with the corporate seal thereof affixed, is hereto appended. This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen, and their descendants.

"Z. RICHARDS,

"Treasurer National Institute and University."

WITNESS. There was also \$1,000 transferred to the St. Martin's school, in the upper part of the city, on May 9, 1867, by a similar special order. The first transfer was to the National Theological Institute and University; that was April 17, 1867; the next transfer was to the Howard University, on April 23, 1867; and the next to the St. Martin's School, May 9, 1867.

The order authorizing this last transfer is as follows:

[*"Special Orders No. 68.*]

"WAR DEPARTMENT,

"BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,

"Washington, D. C., May 9, 1867.

"II. Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of two thousand dollars (\$2,000) to the St. Martin's School for Loyal Refugees and Freedmen, founded in the city of Washington, D. C., by the archbishop of Baltimore, by virtue of his prerogatives to hold real estate and other property, as set forth in an act of incorporation recorded in chapter 303 of the laws of the State of Maryland passed at the December session of 1832, said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund. This order is based upon the authority of an act of Congress entitled 'An act making appropriations for the support of the army for the year ending June thirtieth, eighteen hundred and sixty-eight, and for other purposes,' approved March 2, 1867. Said transfer shall be made upon the receipt for said sum, signed by some person duly authorized by the said archbishop of Baltimore to receive and receipt for the same.

"By order of Major General O. O. Howard, Commissioner:

"A. P. KETCHUM,

"Acting Assistant Adjutant General.

"Brevet Brigadier General G. W. BALLOCH,

"Chief Disbursing Officer, Washington, D. C.

"BALTIMORE, MARYLAND, April 9, 1867.

"We hereby certify that we have appointed the Rev. Charles I. White, pastor of St. Matthew's Church, Washington, D. C., our agent to attend to the colored people in the portion of Washington in the neighborhood of the city in the neighborhood of his church; and we moreover certify that we are duly incorporated by the legislature of Maryland to attend to all the temporalities of the Catholics within this diocese of Baltimore, which includes Washington City.

"[SEAL.]

"MARTIN I. SPAULDING,
"Archbishop, Baltimore.

"Official copy:

"GEORGE W. BALLOCH,
"Brevet Brigadier General and Chief Disbursing Officer.

"Received at Washington, D. C., this 9th day of May, 1867, of Brevet Brigadier General George W. Balloch, chief disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, two thousand dollars, being the amount transferred to the St. Martin's School, under the provisions of Special Orders No. 68, War Department, Bureau Refugees, Freedmen and Abandoned Lands, dated May 9, 1867, a copy of which is hereto annexed, the same being receipted for by me as agent of said corporation to receive and receipt for the same; a copy of which certificate, duly signed by the archbishop of Baltimore under his seal, is hereto appended. This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen and their descendants.

"\$2,000.

"[SEAL.]

"CHARLES I. WHITE, D. D.,
"Agent for St. Martin's School."

By Mr. BRADLEY:

Q. What was the next transfer?—A. The next was on the 10th of August, 1867; to the Richmond Educational Association, \$6,000.

By Mr. HOAR:

Q. All these transfers are on orders in the same form?—A. Precisely in the same form.

By Mr. BRADLEY:

Q. What was the next one?—A. August 16, 1867, to Berea College, Kentucky, \$7,000.

Q. The next one?—A. On the same day, to Saint Augustine Normal School and Collegiate Institute at Raleigh, North Carolina, \$5,000.

Q. The next one?—A. September 14, to the East Tennessee Wesleyan College, \$3,000.

Q. The next one?—A. October 3, to the Fisk University, Nashville, \$7,000.

Q. The next one?—A. November 14, to Storer College, \$5,000; I think that is located at Harper's Ferry.

Q. The next one?—A. December 14, to Howard University, \$25,000.

The Special Order authorizing the above expenditure is as follows:

["Special Orders No. 185.]

"WAR DEPARTMENT, BUREAU REFUGEES,
"FREEDMEN AND ABANDONED LANDS,
"Washington, D. C., December 13, 1867.

"H. Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau will transfer the sum of twenty-five thousand dollars (\$25,000) to the Howard University, an educational institution incorporated for loyal refugees and freedmen under an act of Congress entitled 'An act to incorporate the Howard University in the District of Columbia,' approved March 2, 1867. Said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund, provided that the treasurer of said university invest the entire sum so transferred as a fund for the benefit of indigent students, the interest only to be expended for their education. This order is in pursuance of an act of Congress entitled 'An act making appropriations for the support of the army for the year ending June 30, 1868, and for other purposes,' approved March 2, 1867. Said transfer shall be made upon the receipt of the treasurer, witnessed by the president of the board of trustees.

"By order of Major General O. O. Howard, Commissioner:

"E. WHITTLESEY,
"Acting Assistant Adjutant General.

"General G. W. BALLOCH,
"Chief Disbursing Officer.

"The Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands having, by Special Order No. 185, dated Washington, D. C., December 13, 1867, under the authority recited in said special orders, directed the transfer to this corporation of the sum of twenty-five thousand dollars, (\$25,000,) George W. Balloch, treasurer of said corporation, is hereby authorized as agent thereof to receive and receipt for the same, and the undersigned hereby certify that said appointment is made in conformity to the by-laws of said corporation and that the seal impressed hereon is the corporate seal of the corporation.

[SEAL.]

"BYRON SUNDERLAND,

" *President Board Trustees Howard University.*

"HIRAM BARBER,

" *Acting Secretary Board Trustees Howard University.*

"Received at Washington, D. C., this 14th day of December, 1867, of Brevet Brigadier General George W. Balloch, chief disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, twenty-five thousand dollars, being amount transferred to the Howard University, under the provisions of Special Orders No. 185, War Department, Bureau Refugees, Freedmen and Abandoned Lands, dated December 13, 1867, a copy of which is hereto annexed, the same being receipted for by me as agent of said corporation to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation, with the corporate seal thereof affixed, is hereto appended. This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen and their descendants.

"GEO. W. BALLOCH,

" *Treasurer Howard University.*

"Witness:

"BYRON SUNDERLAND,

" *President Board Trustees.*

"Approved, and ordered paid.

"O. O. HOWARD,

" *Major General, Commissioner.*"

Q. What is the next transfer?—A. January 10, 1868, to Atlanta University at Atlanta, Georgia, \$10,000.

Q. The next one?—A. February 10, 1868, to Marysville College, East Tennessee, \$3,000.

Q. The next one?—A. September 29, 1868, to the Florida Institute, \$6,000. That is at Jacksonville, I believe.

Q. The next one?—A. October 7, 1868, another transfer to the St. Augustine Normal School at Raleigh, North Carolina, \$1,000.

The following are documents connected with the transfers to the St. Augustine Normal School:

[*Special Orders No. 124.*]

"WAR DEPARTMENT, BUREAU R. F. AND A. LANDS,

" *Washington, August 17, 1867.*

"I, Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of five thousand dollars (\$5,000) to the St. Augustine Normal School and Collegiate Institute, an educational institution incorporated for loyal refugees and freedmen, under authority of sections 14 and 15 of chapter 26 of the Revised Code, State of North Carolina, (a copy of which is herewith annexed,) said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund.

"This order is based upon the authority of an act of Congress entitled 'An act making appropriations for the support of the army for the year ending June thirtieth, (30,) eighteen hundred and sixty-eight, (1868,) and for other purposes,' approved March 2, 1867. Said transfer shall be made upon the receipt for said sum, signed by some person duly authorized by said corporation to receive and receipt for the same.

"By order of Major General O. O. Howard, Commissioner.

"A. P. KETCHUM,

" *Acting Assistant Adjutant General.*

"General G. W. BALLOCH,

" *Chief Disbursing Officer Bureau Refugees, Freedmen, &c.*

"STATE OF NORTH CAROLINA:

"To all to whom these presents shall come, greeting: Whereas Thomas Atkinson, R. S. Mason, J. Brinton Smith, J. Blount Cheshire, Aldert Smedes, E. M. Forbes, A. J. De

Rosset, Richard H. Smith, W. R. Cox, John Wilkes, and Kemp P. Battle, of the State aforesaid, in accordance with the law, (as prescribed in sections 14 and 15 of chapter 26 of the Revised Code,) have made application to be created and constituted a body politic and corporate, to be known as the St. Augustine Normal School and Collegiate Institute, for the purpose of educating teachers for the colored people of the State of North Carolina and elsewhere in the United States: Now, therefore, know ye that I, Jonathan Worth, governor of said State, by virtue of the power and authority in me vested by the constitution and laws of the State, do issue these, my letters-patent, to the said Thomas Atkinson, R. S. Mason, J. Brinton Smith, J. Blount Cheshire, Aldert Smedes, E. M. Forbes, A. J. De Rosset, Richard H. Smith, W. R. Cox, John Wilkes, and K. P. Battle, hereby creating and constituting them and their successors a body politic and corporate, under the name and style of the St. Augustine Normal School and Collegiate Institute, under which name they shall have succession and a common seal, sue and be sued, plead and be impleaded, in any court of record, or before any justice of the peace in this State, contract and be contracted with, acquire, hold, and dispose of personal property for the benefit of the said corporation, and such real estate as may be requisite for the convenient transaction of its business, to have power to pass such by-laws and regulations as may be necessary for its government, which may not be inconsistent with the constitution and laws of the State and of the United States, and to have all other powers usual and necessary to such corporations, for the purposes hereinbefore set forth, upon the condition, however, that the said corporation shall exist only for the term of thirty years from the date thereof.

"In witness whereof his excellency Jonathan Worth, our governor and captain general and commander-in-chief, has hereto set his hand and caused the great seal of the State to be affixed.

"Done at the city of Raleigh this the 19th day of July, in the year of our Lord one thousand eight hundred and sixty-seven, and in the ninety-second of our independence.

[SEAL.]

"JONATHAN WORTH.

"By the governor:

"WM. H. BAGLEY,

"Private Secretary.

"Official copy:

"A. P. KETCHUM,

"Acting Assistant Adjutant General."

"Chapter 26, Revised Code of North Carolina.

"SECTION 14. Any number of persons, not less than five, who may be desirous of engaging in any scheme of charity or benevolence, or for the encouragement and promotion of education, or in the business of mining or manufacturing, at any place within the State, may, if it please them, become incorporated in the manner following, that is: such persons shall, by articles of agreement, under their hands and seals, set forth before the clerk of the county court where such mining is to be conducted or manufactory established, and, in case of any other association, before the clerk of the county court of the county where the meetings may be held: 1st. The corporate name; 2d. The business proposed; 3d. The place where it is proposed to be carried on; 4th. The length of time desired, not exceeding thirty years, except as to mining corporations, the term for which shall not exceed sixty years; 5th. The names of persons who have subscribed, and, in the case of mining and manufacturing, shall also state, 6th. The amount of capital, and, 7th. The number of shares and the amount of each, the same not less than fifty dollars each and the amount paid in on each share, which shall not be less than one dollar for each share, nor upon all the shares less than one hundred dollars, and shall be paid to the clerk of the county court of the proper county, the payment whereof shall be certified by the clerk and indorsed on the said articles of agreement.

"SECTION 15. The said articles of agreement, after having been proved by a subscribing witness, or acknowledged before and recorded by the clerk, and such as relate to mining and manufacturing being moreover indorsed with the clerk's receipt of the money as aforesaid, shall be transmitted to the secretary of state, and filed in the department of state; whereupon, the governor, on application, shall issue letters-patent, under the seal of the State, declaring said persons and their successors to be, and from thenceforth they shall be, a corporation for the purpose and according to the terms prescribed in said articles, and shall cause notice thereof to be published in some newspaper printed in the county, or nearest to the place, where said articles may be recorded, in which shall be set forth the substance of the articles, and, in case of companies having a capital, the amount of capital and value of shares.

"STATE OF NORTH CAROLINA, DEPARTMENT OF STATE,
"Raleigh, August 20, 1867.

"I, R. W. Best, secretary of state, do hereby certify that the foregoing is a true copy of the original on file in this office.

"Given under my hand the day above written.

[SEAL.]

"R. W. BEST,
"Secretary of State,
"Per ANDREW LYME, Clerk.

"Official copy:

"A. P. KETCHUM,
"Brevet Lieutenant Colonel and Acting Assistant Adjutant General.

"Resolution adopted at a meeting of the board of trustees of the St. Augustine Normal School and Collegiate Institute.

"Resolved, That the treasurer be authorized to receive and receipt for all moneys and funds which may be donated to the St. Augustine Normal School and Collegiate Institute.

"A true copy:

"KEMP P. BATTLE,
"Secretary.

"Raleigh, July 19, 1867. Official copy:

"A. P. KETCHUM,
"Brevet Lieutenant Colonel and Acting Assistant Adjutant General.

"RALEIGH, NORTH CAROLINA, July 19, 1867.

"I certify that, at a meeting of the trustees of the St. Augustine Normal School and Collegiate Institute, Kemp P. Battle was elected treasurer of the said institution.

"R. S. MASON,
"Chairman.

"Official copy:

"A. P. KETCHUM,
"Brevet Lieutenant Colonel and Acting Assistant Adjutant General.

"RALEIGH, NORTH CAROLINA, August —, 1867.

"I certify that the St. Augustine Normal School and Collegiate Institute has no corporate seal.

"KEMP P. BATTLE,
"Secretary St. Augustine Normal School and Collegiate Institute.

"Received, at Washington, D. C., this 16th day of August, 1867, of Brevet Brigadier General George W. Balloch, chief disbursing officer Bureau Refugees and Abandoned Lands, five thousand dollars, (\$5,000,) being amount transferred to the St. Augustine Normal School and Collegiate Institute, under the provisions of Special Orders No. 124, War Department, Bureau Refugees, Freedmen and Abandoned Lands, dated August 17, 1867, a copy of which is hereto annexed, the same being receipted for by me as agent of said corporation to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation, is hereto appended. This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen and their descendants.

"KEMP P. BATTLE,
"Treasurer St. Augustine Normal School and Collegiate Institute.

[Special Orders No. 131.]

"WAR DEPARTMENT,
"BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, D. C., October 7, 1868.

"I. * * * Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of one thousand dollars (\$1,000) to the St. Augustine Normal School and Collegiate Institute, an educational institution incorporated for loyal refugees and freedmen under authority of section fourteen (14) and fifteen (15) of chapter twenty-six (26) of the Revised Code, State of North Carolina, a copy of which is hereto annexed, said sum to be paid out of the balance on hand March 2, 1867, of the refugees and freedmen's fund. This order is based upon the authority of an act of Congress entitled 'An act making appropriations for the support of the army

for the year ending June thirtieth, (30,) eighteen hundred and sixty-eight, (1868,) and for other purposes, approved March 2, 1867. Said transfer shall be made upon the receipt for said sum, signed by some person duly authorized by said corporation to receive and receipt for the same.

“By order of Major General O. O. Howard, Commissioner.

“F. D. SEWALL,
“Acting Assistant Adjutant General.

“General G. W. BALLOCH,

“Chief Disbursing Officer Bureau Refugees, Freedmen and Abandoned Lands.

“Official copy :

“F. D. SEWALL,
“Acting Assistant Adjutant General.

“Chapter 26, Revised Code of North Carolina.

“SECTION 14. Any number of persons, not less than five, who may be desirous of engaging in any scheme of charity or benevolence, or for the encouragement and promotion of education, or in the business of mining or manufacturing, at any place within the State, may, if it pleases them, become incorporated in the manner following, that is: such persons shall, by articles of agreement, under their hands and seals, set forth before the clerk of the county court where such mining is to be conducted or manufactory established, and, in case of any other association, before the clerk of the county court of the county where the meetings may be held: 1st. The corporate name; 2d. The business proposed; 3d. The place where it is proposed to be carried on; 4th. The length of time desired, not exceeding thirty years, except as to mining corporations, the term for which shall not exceed sixty years; 5th. The names of persons who have subscribed, and, in the case of mining and manufacturing, shall also state, 6th. The amount of capital, and, 7th. The number of shares and the amount of each, the same not less than fifty dollars each, and the amount paid in on each share, which shall not be less than one dollar for each share, nor upon all the shares less than one hundred dollars, and shall be paid to the clerk of the county court of the proper county, the payment whereof shall be certified by the clerk and indorsed on the articles of agreement.

“SECTION 15. The said articles of agreement, after having been proved by a subscribing witness, or acknowledged before and recorded by the clerk, and such as relate to mining and manufacturing being moreover indorsed with the clerk's receipt of the money as aforesaid, shall be transmitted to the secretary of state and filed in the department of state; whereupon, the governor, on application, shall issue letters-patent, under the seal of the State, declaring said persons and their successors to be, and from thenceforth they shall be, a corporation for the purpose and according to the terms prescribed in said articles, and shall cause notice thereof to be published in some newspaper printed in the county, or nearest to the place, where said articles may be recorded, in which shall be set forth the substance of the articles, and, in case of companies having a capital, the amount of capital and value of shares.

“STATE OF NORTH CAROLINA, DEPARTMENT OF STATE,

“*Raleigh, August 20, 1867.*

“I, R. W. Best, secretary of state, do hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

“R. W. BEST,
“Secretary of State,
“Per ANDREW LYME, Clerk.

“Official copy :

“E. WHITTLESEY,
“Acting Assistant Adjutant General.

“STATE OF NORTH CAROLINA :

“To all to whom these presents shall come, greeting: Whereas Thomas Atkinson, R. S. Mason, J. Brinton Smith, J. Blount Cheshire, Aldert Smedes, E. M. Forbes, A. J. De Rosset, Richard H. Smith, W. R. Cox, John Wilkes, and Kemp P. Battle, of the State aforesaid, in accordance with the law, (as prescribed in sections 14 and 15 of chapter 26 of the Revised Code,) have made application to be created and constituted a body politic and corporate, to be known as the St. Augustine Normal School and Collegiate Institute, for the purpose of educating teachers for the colored people of the State of North Carolina, and elsewhere in the United States: Now, therefore, know ye that I, Jonathan Worth, governor of said State, by virtue of the power and authority in me vested by the constitution and laws of the State, do issue these my letters-patent to the said Thomas Atkinson, R. S. Mason, J. Brinton Smith, J. Blount Cheshire, Aldert Smedes,

E. M. Forbes, A. J. De Rosset, Richard H. Smith, W. R. Cox, John Wilkes, and K. P. Battle, hereby creating and constituting them and their successors a body politic and corporate, under the name and style of the St. Augustine Normal School and Collegiate Institute, under which name they have succession and a common seal, sue and be sued, plead and be impleaded, in any court of record, or before any justice of the peace in this State, contract and be contracted with, acquire, hold, and dispose of personal property for the benefit of said corporation and such real estate as may be requisite for the convenient transaction of its business, to have power to pass such by-laws and regulations as may be necessary for its government which may not be inconsistent with the constitution and laws of the State and of the United States, and to have all other powers usual and necessary to such corporations, for the purpose hereinbefore set forth, upon the condition, however, that the said corporation shall exist only for the term of thirty years from the date thereof.

"In witness whereof his excellency Jonathan Worth, our governor and captain general and commander-in-chief, has hereto set his hand and caused the great seal of the State to be affixed.

"Done at the city of Raleigh, this 19th day of July, in the year of our Lord one thousand eight hundred and sixty-seven, and in the ninety-second of our independence.

[SEAL.]

"JONATHAN WORTH.

"By the governor:

"WM. H. BAGLEY,

"Private Secretary.

"Official copy:

"A. P. KETCHUM,

"Acting Assistant Adjutant General.

"Official copy:

"E. WHITTLESEY,

"Acting Assistant Adjutant General.

"Resolution adopted at a meeting of the board of trustees of the St. Augustine Normal School and Collegiate Institute.

"Resolved, That the treasurer be authorized to receive and receipt for all moneys and funds which may be donated to the St. Augustine Normal School and Collegiate Institute.

"A true copy

"KEMP P. BATTLE,

"Secretary and Treasurer St. Augustine Normal School.

"A true copy

"E. WHITTLESEY,

"Acting Assistant Adjutant General.

"RALEIGH, NORTH CAROLINA, October 9, 1868.

"I certify that, at a meeting of the trustees of the St. Augustine Normal School and Collegiate Institute, Kemp P. Battle was elected treasurer of said institution.

"R. S. MASON,

"Chairman.

"A true copy:

"E. WHITTLESEY,

"Acting Assistant Adjutant General.

"RALEIGH, NORTH CAROLINA, October 8, 1868.

"I certify that the St. Augustine Normal School and Collegiate Institute has no corporate seal.

"KEMP P. BATTLE,

"Secretary and Treasurer St. Augustine Normal School and Collegiate Institute.

"A true copy:

"E. WHITTLESEY,

"Acting Assistant Adjutant General.

"Received, at Raleigh, North Carolina, this 9th day of October, 1868, of Brevet Brigadier General George W. Balloch, chief disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, one thousand dollars, (\$1,000,) being amount transferred to the St. Augustine Normal School and Collegiate Institute, under the provisions of Special Orders No. 131, War Department, Bureau Refugees, Freedmen and Abandoned Lands, dated October 7, 1868, a copy of which is hereto annexed, the same being receipted for

by me as agent of said corporation, to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation, is hereto appended.

"This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen, and their descendants.

"KEMP P. BATTLE,
Treasurer St. Augustine Normal School and Collegiate Institute.

"Approved and ordered paid.

"O. O. HOWARD,
Major General Commissioner."

Q. The next one?—A. April 7, 1869, to the Howard University, \$125,000.

Q. The next one?—A. June 26, 1869, to Lincoln University, \$2,000. That is at Oxford, Pennsylvania, I believe.

Q. The next one?—A. June 30, 1869, to Hampton Normal School and Agricultural Institution, at Hampton, Virginia, \$7,500.

Q. The next one?—A. August 23, 1869; another transfer to Fisk University, \$2,500.

Q. The next one?—A. October 9, 1869; another transfer to Storer College of \$2,000. That is all. That makes \$263,000, I think.

Q. State whether or not these various sums were paid to those institutions in cash.—A. They were paid in my checks, on authorized government depositories.

Q. Did the parties receive those checks or did they receive bonds, or anything else in place of checks?—A. They received no bonds from me. I do not know that they ever received any. As to this last transfer to the Fisk University of \$2,500, I gave the agent \$1,000 in currency and a check for \$1,500.

Q. Do you know what he did with that check for fifteen hundred dollars?—A. I do not; I drew it to the treasurer of the university, John J. Carey.

Did you deliver it to him, or to the agent, Mr. Ogden?—A. I paid the whole amount to Mr. Ogden, and sent the papers to Mr. Carey, and he signed the receipt, and sent it back to me.

Q. Were you present at any interview between Mr. Ogden and General Howard in reference to that fifteen hundred dollars?—A. No, sir; not that I remember. I had an order to transfer so much money to that institution, and Professor Ogden showed me a letter authorizing him to receive any donations. I therefore transferred one thousand dollars to him in currency, and a fifteen hundred dollar check, and took his memorandum receipt for it. That is all I know about it.

Q. That was on the 23d of August, 1869?—A. Yes; that is the last transfer to the Fisk University.

Q. On the 23d of August, 1869, you handed to Mr. Ogden, under the authority of the treasurer of Fisk University, a thousand dollars in currency, and your check for fifteen hundred dollars?—A. Yes, sir; and I took his memorandum receipt for it.

Q. And that is all you know about it?—A. That is all I know about it.

Q. Do you know whether that check has been returned or not?—A. It was a check on the treasury at Washington. I have not examined my pass-book at the treasury, to see whether that check was cashed or not; it was payable to J. J. Carey or bearer, and I presume that Mr. Ogden went to the treasury and got the money.

Q. The check did not require any indorsement?—A. No, sir.

Q. You do not know, then, whether Mr. Ogden drew the money?—A. No, sir; I do not know anything about it further than that I delivered to him the check and the money.

Q. Where was this refugees and freedmen's fund deposited?—A. In the treasury at Washington.

Q. And these several checks of which you speak were drawn on the treasury at Washington?—A. Not all of them. If it were more convenient for me to send a check upon the assistant treasurer at New York, I did it, and made the transfer on my own account here. I have funds at a dozen different places in the United States, and I always send checks upon places that are most convenient, and merely make the transfer on my own books.

Q. State whether there is any balance on hand from that refugee and freedmen's fund for the payment of this \$263,000.—A. We have been constantly receiving money for that fund. There is somewhere in the neighborhood of \$6,000 on hand now.

Q. Have you, among your papers with you, an account certified by Mr. Searle on February 8, 1868, in favor of D. L. Eaton & Co., for \$455?—A. No, sir.

Q. Have you any memorandum with you of a payment of \$455 made to D. L. Eaton?—A. No, sir.

Q. Have you a copy of the statement number — from the Treasury Department?—A. No, sir; they have never sent me a statement since I have been disbursing officer.

Q. Have you any vouchers or abstracts of sums paid for school-houses and asylums?—A. I can give you the total amount expended for school-houses and asylums between

April 2, 1867, and April 1, 1870. I kept the ledger account of all expenditures for school-houses and asylums, but I did not keep a particular account for each building. The total expenditures for school-houses and asylums, including construction and repairs, from March 1, 1867, to March 31, 1870, is \$2,784,023 88. That includes the amount transferred to these educational institutions which I have already given you—amounting, in the aggregate, to \$263,000.

Q. Have you any memorandum with you to show what portion of that was expended in buildings for the Howard University?—A. I can tell you the cost of the Howard University, I think.

Q. Please to do so.—A: J. W. Rumsey's bill as contractor, including all his extra work, is \$59,218 67; Thomas Harvey's account as contractor, including all his extra work, is \$38,314 37; D. L. Eaton & Co.'s account for material is \$27,766 26—making the cost of the building \$125,299 30.

Q. Have you any statement of the expenses for fitting up and furnishing the building?—A. Yes, sir; I have some of the other bills.

By the CHAIRMAN :

Q. Can you state the aggregate amount?—A. The total amount I paid was \$151,331 53.

By Mr. BRADLEY :

Q. Does that include all the furniture and all the expenditures?—A. It includes everything but a small amount of furniture, which I cannot pick out from the account, and which may possibly be about \$2,000. I cannot pick it out because part of it is in use for the bureau.

Q. Was that amount paid by you as disbursing officer of the bureau?—A. Yes, sir; the amounts which I have given you have been paid by me.

Q. On what authority or order?—A. On the order of the Commissioner.

Q. Produce it, if you please.—A. It is attached to each voucher. It has the general authority of law.

Q. Did you have separate orders for each payment?—A. No, sir; when the vouchers came to me, they were approved, and ordered to be paid by the Commissioner.

(Witness produced a copy of the vouchers for \$500, due to Thomas Harvey, certified, approved, and ordered paid by General Howard as Commissioner of the Freedmen's Bureau.)

Q. State out of what fund these payments were made.—A. From the regular bureau appropriations.

Q. Have you any statement showing the cost of any other building?—A. I can give you the cost of the dormitory; that is all. It cost \$63,367 07; that includes heating apparatus, water, &c.

Q. Does the account which you have given include furnishing the dormitory?—A. There is a small amount of furniture in the dormitory which is still the property of the Freedmen's Bureau, and which is not * upon my papers.

Q. Have you any account relating to any other buildings or any improvements?—A. I have no other accounts relating to buildings.

Q. Have you any statement of the expenses incurred in preparing the university ground for sale or other purposes?—A. Here are some items paid by the university, part of which would come under the head of fitting the ground for sale: surveying, \$826 37; making streets, \$2,010 03; fences, \$1,295 35. The aggregate amount paid by the university for these purposes was \$4,536 71. There was paid by the bureau for grading about the buildings, \$1,523 53. This work was done last winter by indigent students and by starving freed people.

Q. Were there any other expenses at Howard University besides those which you have stated?—A. There was a large sewer put in there. The cost of the sewer pipe was \$9,550 99, and the labor of putting it down, digging the ditch, and filling up was \$5,228. That work was done by students and indigent freedmen.

Q. State whether General Howard has connected his dwelling with that sewer.—A. No, sir; nor anybody else.

Q. Is it or not the drain for private residences there?—A. It is not.

Q. I understood you to say that the \$151,331, and the \$63,367, were paid out of the general fund of the bureau, and that the university paid a certain amount which you gave us. Now state, if you please, what you mean by that.—A. It came from the general fund. As I said before, we have funds of money coming to the university from the sale of that estate, from donations, and from other sources.

Q. Did any part of it come from the transfer which you had previously made to the university from the treasury of the United States?—A. I do not think it did. The money all went into one pocket, and I cannot tell you.

Q. Have you any means of knowing whether, outside of these transfers, the treasury of the university was sufficient to pay these expenditures?—A. Certainly.

* Evidently a clerical error. Witness, on reading over his evidence, corrects this so as to read, "Which is not upon my papers."

Q. Do you know anything about the payment of the salaries of any officers of the university?—A. Yes, sir.

Q. State whether any of them were paid out of the funds of the bureau, either the freedmen's fund or the appropriations.—A. Not as professors of the university.

Q. Have you drawn any checks or drafts on the treasury in payment of any salaries of officers of the university?—A. No, sir; I do not think I ever did. I paid them out of money in my hands.

Q. You never paid Mr. Riddle out of funds in the treasury?—A. I drew a check on the treasury and transferred the amount from the university funds to the bureau funds.

Q. Do I understand you that you would draw a sum out of the treasury and pay it and then put it back in your books as treasurer of the university?—A. If I drew a check on the treasury of the United States to pay Mr. Riddle, it was for convenience sake, because I could not send him currency in a letter; but, if I did that, I took it out of the university fund and put it in the bureau fund, to make it good.

Q. So far as you recollect, you have not paid any of the officers of the university by checks drawn on the treasury of the United States?—A. I say that if I have paid Mr. Riddle by drawing my check on the United States Treasury, it was convenience, and I immediately took the money out of the university fund and put it into the bureau fund to make the account good. It was not funds of the United States that I paid him it was funds of the university. I simply did it as a matter of convenience, because I could not send him money in a letter.

Q. Have you any such check, or more than one?—A. No, sir; I have not. My checks have not been returned to me from the treasury.

Q. Have you with you your books as treasurer of the university?—A. I have simply my memorandum cash-book.

Q. Have you in your possession any notes or mortgage held by you as treasurer of the university?—A. I have two notes, I think, given by parties in payment for their land, and I have, I think, five notes of Colonel D. L. Eaton for a thousand dollars each, indorsed by General Howard, and secured by mortgage on real estate. That is in the charity fund, so-called.

Q. State whether you gave back the mortgage and took the notes as security.—A. It was part of \$25,000 transferred to the university to form a charity fund.

Q. At what time?—A. Transferred on the 13th of December, 1857.

Q. When was the payment made on account of that mortgage?—A. I took the notes and on the 21st of December.

Q. When was the transfer made to that charity fund?—A. On the 13th of December, on the 21st I invested part of it in these notes of Colonel Eaton.

Q. Did you give that check to General Howard?—A. I think I did when I got the notes from General Howard. They were signed by D. L. Eaton.

Q. State whether you gave a check, and if so, to what amount, to any other person the same day for a sum of eighteen or nineteen thousand dollars.—A. The shortest way would be to explain the transaction. On the 13th of December I received as treasurer of the university from the Freedmen's Bureau \$25,000. It was given as a charity fund.

Q. Is that sum embraced in the amount you gave us before?—A. Yes, sir. I drew for that two checks, one for \$21,000 and one for \$4,000. The check for \$4,000 I gave to General Howard, and he gave me a United States Treasury bond as security for it. He wanted it as a temporary loan for a week. The First Congregational society, knowing that this money had been transferred, came to me and wanted me to take some of the mortgage bonds of the First Congregational society. I told them that under the rules of the bureau,* I could not do it, because I was restricted to United States securities. That was on the 13th of December. On the 20th of December the trustees of the university held a meeting and authorized me to invest such funds in any security that I might deem sufficient, but at not less than six per cent. interest.

Mr. BRADLEY, referring to the minutes, read the following entry under date of 20th of December:

"On motion of Dr. Barbour, the following preamble and resolution were passed:

"Whereas, individuals are offering, from time to time, sums of money to the university upon specified conditions, as for freedmen, indigent students, &c.; Therefore,

"Resolved, That the treasurer be, and is hereby, instructed to receipt for such sums, and arrange the investment of them for the benevolent purposes specified, according to the conditions named by the donors: *Provided*, No investment shall be for less than six per cent., and none without good and sufficient security."

WITNESS, That was on the 20th of December. On the 21st, General Howard and Mr. Rumsey, who were two of the trustees of the society, came to me again, and I took some of the mortgage bonds of the First Congregational society. I took \$19,000 of them, and I took from General Howard \$3,000 of the notes of Colonel D. L. Eaton, indorsed by General Howard, and secured by mortgage on real estate in the upper part of the city. That made the \$25,000.

* Should read "university" instead of "bureau," (Correction by witness.)

Q. Do you recollect whether the check you then drew was one check for \$25,000?—A. It was a check for \$24,000. The thousand dollar check I had drawn the week previous, and given to General Howard.

Q. Do you recollect the instructions that you gave the party carrying that check to the bank?—A. I do not know that I gave any instructions at all. I do not know whether I delivered it to General Howard or to Mr. Rumsey. They were both in the room.

Q. State who gave you a copy of that resolution.—A. I was present when it passed. After Mr. Robinson was elected secretary, I went to him and got this copy to keep with my papers. I was present when it was passed, and the next day I made the transfer, and shortly afterward went to Mr. Robinson, the secretary, and got a copy of the resolution to keep with my papers.

Q. That resolution refers to donations from private individuals for specific purposes. I understand that that fund was transferred from the Freedmen's Bureau to the trustees of Howard University. Is that the only authority which you had for making the transfer?—A. That is the only authority.

Q. Have you the order transferring \$25,000 to Howard University? If so please read it to the committee.

(Witness read Special Order No. 135, already in evidence.)

Q. If I have taken my memoranda aright, I see that you had transferred to you as treasurer of Howard University \$180,000, including that \$25,000?—A. There was \$180,000 transferred in all.

Q. And you expended \$147,500 in the purchase of the ground, and \$151,000 and more in the erection of the buildings, including this \$25,000?—A. The buildings were erected out of the bureau appropriations.

Q. State whether, or not, you paid for the purchase of the land from Mrs. Teresa Beckert for the university?—A. I did.

Q. What amount was paid for that?—A. The estate was bought for \$7,000.

Q. State, if you please, whether you purchased the land, four acres of ground, and took a deed in your own name, forming a part of the original Smith estate?—A. I purchased it as trustee from Mr. Smith himself.

Q. At what price?—A. \$12,000.

Q. Now state out of what fund these two purchases were paid?—A. The Beckert estate was paid for from the university fund; the purchase that I made as trustee from Mr. Smith was made from what was called a retained bounty fund. That is a State fund, not funds of the United States, that came into the hands of the Commissioner when the bureau was organized under the President's Order No. 110. We found it lying around loose in the hands of superintendents of negro recruiting. It was a part of the State bounties which New York and Massachusetts, and other northern States, sent by agents to Virginia and North Carolina to recruit colored soldiers to fill their quotas. They paid them certain bounties, and General Butler, as commandant of that department, issued an order directing a certain proportion of the amount to be retained from the colored soldiers and not paid to them then. Upon the organization of the bureau, General Howard found an amount of this money lying in the hands of those superintendents of negro affairs; and, by direction of the Secretary of War, he ordered the amount to be turned over into my hands. It was found that quite a number of those who were entitled to it were dead. We paid the money back from time to time, as fast as we could find the men who were entitled to it, and \$12,000 of the fund were invested in these purchases. It was not United States money and never had been.

Q. Was there a special order issued by the War Department in respect to that fund when it was transferred to the Freedmen's Bureau?—A. No, sir; but as general custodian of everything relating to freedmen it came into the hands of the Commissioner, or into my hands as disbursing officer of the bureau.

Q. If you have a copy of the order of the Secretary of War, transferring this fund to the bureau, I wish you to produce it?—A. I have not; I do not think that the Secretary of War issued a written order on the subject. I think it was a general order of the President's, and under it I* issued the orders calling in the amounts.

Q. Where was that fund kept?—A. Part of it was invested in United States bonds, and what was necessary to keep, to make payments to the colored soldiers as they call for them, was kept in the National Bank of the Republic in this city.

Q. Was there, or not, a printed order relative to the keeping on hand of a certain amount of this fund, and to the mode in which the balance should be invested?—A. There is a general law on the subject, public act 101, approved March 2, 1867.

(Witness refers to the act by which the Commissioner of Freedmen's Bureau is constituted the lawful custodian of the retained bounty fund, and is authorized to invest said fund, or any portion thereof, in the bonds of the United States, for the exclusive benefit of such colored soldiers or their legal representatives, provided that a sufficient amount be retained in cash to meet all lawful claims upon the Commissioner, and pro-

* Should read, "under it the Commissioner issued," &c. (Correction by witness.)

vided that any portion of the fund that remains unexpended when the bureau shall cease to exist shall be accounted for by the Commissioner to the treasury of the United States.)

Q. Have you anything by which you can show to the committee the amount of the fund at that time—the amount invested and the amount uninvested?—A. I cannot show it here.

(Witness was directed to furnish the committee with the amount of the fund on hand at the time of the purchase of these pieces of ground, showing the amount invested and the amount uninvested.)

Q. Do you know whether, or not, that land has been turned over to Howard University?—A. It has been sold to Howard University.

Q. Has the money been repaid by the Howard University to the Freedmen's Bureau?—A. It did not belong to the Freedmen's Bureau.

Q. To this fund in the control of the Freedmen's Bureau?—A. Yes.

Q. It has been repaid?—A. Yes.

Q. When and how?—A. It was paid back to the fund at the time the purchase was made.

Q. Was there any check drawn for that money?—A. No, sir.

Q. Was there any authority given by the board of trustees to return that money?—A. They had not any right to give any authority. As trustee I sold the property to the Howard University and put the money back into the fund to which it belonged.

Q. And you received that money from the university?—A. Yes.

Q. And put it back into the fund?—A. I put it back into the retained bounty fund.

Q. Was that done by check?—A. No, sir; it was done by currency in my hands.

Q. Is there any account showing that transaction?—A. Nothing, except the charge on the cash book of the university. It is shown on my private book in which I keep the account of the fund.

Q. I desire to know whether General Howard was cognizant of this purchase by you, and whether it was done by his authority and direction?—A. It was.

Q. Was he cognizant of the transfer of the land to the university?—A. He was cognizant of the fact that I had sold it to the university.

Q. Was he cognizant of the fact that you had returned the amount to the retained bounty fund; was there any account in his possession to show that?—A. There was no account in his possession. There was an account in mine.

Q. When was that done?—A. The sale was made to the university on the 30th of June, 1869.

Q. How much did you say you received for it from the university?—A. I sold it for \$6,000. The rent which I had received and the interest accrued made, with the sale, a little more than \$12,000, which I paid for it. I invested the sum in United States bonds, and I have them in my safe with the rest of them.

Q. Look at this copy of a deed made by you to the Howard University, dated June 30, 1869, and say whether it is the deed which you executed at that time?—A. I expect it is.

The deed is as follows:

Deed—Portion of South Lot.

“GEORGE W. BALLOCH }
to
HOWARD UNIVERSITY. } ”

“This indenture, made this thirtieth day of June, in the year of our Lord one thousand eight hundred and sixty-nine, between George W. Balloch, brevet brigadier general, United States Army, trustee of retained bounty fund of colored soldiers, of Washington City, District of Columbia, of the first part, and Howard University, of the same place, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of six thousand dollars, (\$5,000,) current money of the United States, to him in hand paid at and before the sealing and delivery of these presents, by the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain, and sell, enfeoff, convey, release, and confirm unto the said party of the second part, its trustees, and their successors in office forever, all that certain portion of lot of land formerly sold to John H. Eserbach, lying between Becker's lot and land sold to Wallach and others, according to notice of a survey made by Lewis Carberry in 1853, beginning, for the part now sold, at the northwest corner of the lot at a bound stone, also the southwest corner of Becker's lot, thence north 71° east 43 perches, thence south 157° east 16 perches to Wallach's southeast corner, thence B. south 70½° west 27 perches, thence south 63½° west 22° 40 perches to turnpike line, south 37° east 13 perches to the place of beginning; containing three acres and twenty-two (22) perches of land, bordering on and north of the city. Said lot is known as Mt. Pleasant Farm, being the same conveyed by the

Peters Family to John A. Smith, situated in said county and District of Columbia, and by said Smith and wife conveyed, December 20, 1833, to said George W. Balloch, trustee as aforesaid, by deed recorded in Liber R. M. H., No. 28, folio 44, et seq., one of the land records of Washington County, and more fully described in survey made December 20, 1836, by B. D. Carpenter, county surveyor, together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in any manner appertaining, and all the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of him, the said party of the first part, in and to the same, to have and to hold the said lot of ground and premises, with the appurtenances, unto the said party of the second part, its trustees and their successors in office forever, to its and their sole use, benefit, and behoof forever. And the said party of the first part, for himself, his heirs, executors, and administrators, by these presents covenants, promises, and agrees to and with the said party of the second part, its trustees, and their successors in office, in manner following, to wit: That the said party of the first part and his heirs shall and will warrant and forever defend the said lot of land and premises, with the appurtenances hereby bargained and sold, unto the said party of the second part, its trustees and their successors in office, from and against him, the said party of the first part, his heirs and assigns, and all persons claiming, or who may claim, by, under, or through him, them, or any of them.

"And further, that the said party of the first part and his heirs shall and will, at any and all times hereafter, at the request and cost of the said party of the second part, make and execute any and every other deed of assurance in law for the more sure and effectual conveyance of the said lot of land and premises, with the appurtenances, to the said party of the second part, its trustees and their successors in office, that the said party of the second part, as trustees, and their successors in office, or its or their counsel learned in the law, shall or may devise, advise, or require. In testimony whereof, the said party of the first part has hereunto set his hand and affixed his seal on the day and year first hereinbefore written.

[SEAL.]

"GEO. W. BALLOCH,
"Brevet Brigadier General, Trustee Retained Bounty Fund.

"Signed, sealed, and delivered in presence of
[Stamped \$3.]

"H. B. SWEENEY."

By Mr. BRADLEY :

Q. In regard to the property purchased of Teresa Beckert, have you anything to show the date of that purchase? Was it the 11th of April, 1868?—A. It was on the 13th of April, according to my book, that I made the payment.

Q. How much did you pay?—A. I paid her \$2,000 down.

Q. When did you pay the residue?—A. The 13th of April, 1869.

Q. You purchased it on a credit of five years?—A. Yes, sir.

Q. And paid it all off within the first year afterwards?—A. Yes, sir.

Q. That, I understand, was paid out of the funds of the university?—A. Yes, sir.

Q. Was General Howard cognizant of those transactions?—A. Yes, sir.

Q. Now, as to the other piece of property which you purchased—the twelve thousand dollar purchase—state, if you please, to whom you rented that property.—A. I rented it to the Freedmen's Bureau.

Q. At what rent?—A. One hundred dollars a month.

Q. If I understand correctly, then, you purchased the property at \$12,000, and paid for it out of this Freedmen's Bureau fund?—A. No, sir. I paid it out of the retained bounty fund.

Q. From the retained bounty fund; and then rented it to the Freedmen's Bureau for twelve hundred dollars a year; and for how many years?—A. Nearly three years.

Q. You sold it to the college for \$6,000?—A. Yes, sir.

Q. General Howard was cognizant of all these transactions?—A. Yes, sir. The transaction was reported in General Howard's annual report to Congress—the fact that he purchased that estate.

Q. I asked you if you had in your possession any notes or mortgage—as treasurer of the university, I mean—and you spoke in regard to one.—A. I have some of those mortgage notes of the First Congregational Society.

Q. Besides those you spoke of?—A. Yes, sir.

Q. How did they come into your possession?—A. I have stated once how they came into my possession. I made the investment, as treasurer of the university.

Q. Were there other transactions besides that?—A. No, sir. I took them all at that time.

Q. Were there any notes or bonds of the Congregational Society received by you, or held by you at any time as purchase money for the lots there?—A. No, sir; not a dollar.

* This deed was accompanied by the usual acknowledgment.

Q. Were there any other notes given for the purchase money there which are still unpaid?—A. No, sir; except those two of about \$500 each.

Q. You had at one time General Howard's notes for a thousand dollars for the place where his house is built?—A. I did for a short time, until he paid the money.

Q. Have you anything to show that he made that payment?—A. No, sir; not here.

Q. You are aware of the fact, I suppose, of the sale made by him to the university of some houses built in the university grounds?—A. Yes, sir.

Q. Was not that note paid in that transaction?—A. I do not know. I cannot tell you.

Q. Didn't you settle that transaction?—A. I did, but I haven't the minutes of the transaction here.

Q. Do you know anything about those houses which were erected by him and afterwards sold to the university—whether they were erected of the patent brick or not?—A. I think they were.

Q. Did they not fall down—portions of them?—A. No, sir; not that I know of.

Q. Do you know anything about the formation of that brick company to manufacture brick?—A. No, sir.

Q. You were not a stockholder or partner in it?—A. No, sir; I am happy to say I was not. I was invited to take some stock in it, but I didn't do it.

Q. Do you know whether they ever made any payments to the university for lumber used by them; or have you ever received any money from them for the university?—A. I have received no money.

Q. Have you received anything else from them—securities or anything else—for the benefit of the university?—A. They paid me for the rent of a piece of land they occupied there to store their material on—paid me as treasurer of the university. They rented an acre of ground for a year, and they paid for it.

Q. Is there not a large quantity of bricks made by that company now in store in one part of one of the buildings in the university grounds?—A. I do not know; I haven't been there for nearly a year. When I was last there, there was a considerable quantity in one of the buildings.

Q. Do you know whether they are now held as security by the university, or anything of that sort?—A. No, sir.

Q. Have you any knowledge whether any money was advanced to the Building Block Company before the delivery of the brick?—A. No, sir; I do not think there was ever a dollar advanced to them.

Q. State whether you have paid any rent to the Howard University at any time; and, if so, how much, and for what length of time, for the bureau.—A. The Freedmen's Bureau occupied the university building from June 1, 1869, to October 1, 1869, free of rent. Since October 1 we pay at the rate of \$3,000 a year. I do not recollect what is paid for the hospital. I think it is \$5,000 a year for the hospital; I do not remember.

Q. Are there any other rents, or have there been any other rents paid to the Howard University by the bureau, except for the university buildings and hospital?—A. Nothing paid to the university that I know of.

Q. Was there any written contract with the university for the university buildings or the hospital?—A. I do not know. Major Brown, the quartermaster, could tell that.

Q. Are those all the rents which have been paid to you as treasurer of the university?—A. I think so.

Q. To whom was the rent of \$100 per month paid by the Freedmen's Bureau for the first piece of ground which you purchased?—A. It was paid to me as trustee of the fund.

Q. Paid by the Freedmen's Bureau to you as trustee of that fund?—A. Yes, sir.

Q. State how you were created trustee of that fund—for that particular transaction—the \$12,000 transaction.—A. I was not trustee of the fund any further than that \$12,000 was concerned. The funds were in my hands as disbursing officer of the bureau, as all other funds are; but for that particular transaction I was made trustee. I was created trustee for that transaction by General Howard.

Q. And as disbursing officer of the bureau you paid to yourself, as trustee for that fund, \$100 per month for the use of that property?—A. Major Brown paid me. He was disbursing officer of the District; he paid the rent of it.

Q. Was the property purchased from Mrs. Beckert rented or occupied when you first took it?—A. There was a lease on it when we bought it. It was used as a lager-beer garden; and when the lease expired we repaired it, and are receiving rent for it now.

Q. Have you any knowledge of the fact whether the bureau paid the rents of school-houses in the city of Washington?—A. I expect they did.

Q. Have you official knowledge of the fact?—A. No, sir. I never paid any myself—I think not; perhaps I may. I suppose they paid the rent of schools here as well as everywhere else.

Q. Wouldn't that come under your official observation?—A. No, sir; it would not.

Q. Have you any knowledge of the fact of any school-houses being turned over to the corporations after they were built by you?—A. No, sir.

Q. Now we go out of the District of Columbia. State if you had any knowledge of any assistance afforded to the Oberlin institution, of Ohio.—A. Yes, sir; I think there has been some assistance rendered it; but how much I cannot tell you from memory.

Q. Does not that come within your official duty?—A. Yes, sir; but I cannot remember it; I cannot remember the sum.

Q. How as regards Wilberforce University, in Ohio?—A. Nothing.

Q. Albany, Ohio?—A. Nothing.

Q. Any schools in Pennsylvania?—A. Nothing, except the Lincoln University, that I know of.

Q. How about the State of Delaware?—A. I think we paid rent for a school at Wilmington.

Q. State to the committee all that you know or recollect of help rendered to that school in Delaware.—A. I do not know anything about it at all.

Q. No money has been paid by you?—A. I presume it has been paid by me, the same as I pay rents everywhere else; but I haven't any definite knowledge of that particular school. I never paid anything but the rent at Wilmington; I know that.

Q. Now in regard to churches in the South. Do you recollect any assistance afforded by the bureau to any churches at the South?—A. No, sir.

Q. Not one in Nashville?—A. No, sir.

Q. Nor in New Orleans?—A. No, sir; never assisted any churches.

Q. Do you know of any funds remitted to New Orleans, to a church there having some connection with a school?—A. No, sir; not that I know of. I transferred funds for Louisiana to the disbursing officer for Louisiana who made the expenditures.

Q. When was that?—A. We had a disbursing office there until within the last six months. He drew on me for funds every month, and I transferred it the same as I did to other disbursing officers. I never had any particular knowledge of his accounts, except that they passed through my office for settlement.

Q. You have no knowledge, then, of any fund or assistance afforded to any church at the South, whether it was for the purpose of education or otherwise?—A. No, sir.

Q. Do you recollect the fact of a paper having been established in this city last year, called the New Era?—A. Yes, sir; I think there was a paper of that kind established.

Q. Do you know whether the paper for that newspaper was furnished by the bureau or whether it was assisted in getting it?—A. I do not know that there was.

Q. Didn't you yourself give a check in aid of that paper being started?—A. No, sir.

Q. Was any order for the payment of money to that paper given by you, or by your authority, or with your knowledge?—A. I think I paid twice for a few of those papers. It was for distribution among the teachers of the South.

Q. You paid that by special order?—A. The account was brought to me approved.

Q. By General Howard?—A. Yes, sir; and it was paid.

Q. Have you the amount of that account here?—A. No, sir.

Q. Can you not give us the date of it?—A. No, sir.

Q. Have you any means by which you can ascertain the amount and date of such payments?—A. I presume I might hunt it up by going back through my books. I cannot tell here.

(The witness was requested to furnish this information hereafter.)

Q. Have you any knowledge of any assessment having been made upon the officers and students of the Howard University, at any time?—A. For what purpose?

Q. For any purpose.—A. No, sir.

Q. Have you any knowledge of the disbursements made at the Barry farm or of the Barry Farm funds?—A. I do not know anything about it.

Q. I see on page 17 of the Annual Report of the Howard University for the years 1867-'8, what purports to be your account—the treasurer's report for 1867-'8. The first item which I find is, University fund, donations, \$30,000. Is, or not, that the donation you spoke of, the \$30,000 made by the Freedmen's Bureau on the 23d of April, 1867?—A. I presume it is.

Q. I see also on the same page, Howard charity fund; receipts, donations, \$33,110 05. State, if you please, where that sum came from.—A. Twenty-five thousand dollars of it was the fund itself, and the other part donations received during the year—small sums; \$6,000 of it came from Hartford, Connecticut—one donation.

Q. Is that in the first report that that donation is embraced?—A. Yes, sir.

Q. What is meant by the general fund there?—A. What is received from the sales of lots, I presume—sales of land on that estate. That is the term my book-keeper uses. It is some money, I suppose, received from miscellaneous sources, not embraced in the others, which could not be put under anything else, I suppose.

Q. These two accounts, then, if I understand you correctly, will show the receipts from all sources, and expenditures within these two years?—A. Yes, sir; on account of the university.

Q. And on account of what you call the "charity fund"?—A. Yes, sir; but that belongs to the university; that is the funds of the university. We cannot use anything but the interest of the charity fund, or don't do it.

By Mr. WOOD:

Q. Under what heading are those moneys received from the Freedmen's Bureau fund, placed in your account—as receipts from what sources?—A. Under the head of donations.

Q. And the funds received from private individuals, are they classified in the same way?—A. They are included in the sum.

Q. Under the head, then, of donations is included all gifts for the benefit of the university?—A. Yes, sir; a part is put to the scholarship fund, if they give for that express purpose.

Q. There is one item in your account of 1853-'69 of donations, \$130,000, &c. That includes the requisition for \$125,000 received from the bureau?—A. Yes, sir.

Q. Among your books you keep a book in which you put under that head of donations receipts from all sources of that character?—A. Yes, sir.

Q. You stated just now, in reply to a question of Mr. Bradley's, that you had funds in different parts of the United States to your credit?—A. Yes, sir.

Q. I suppose you mean as disbursing officer of the bureau?—A. Yes, sir.

Q. Where are those funds kept—in what kind of institutions?—A. With the assistant treasurer of the United States at New York; the assistant treasurer at St. Louis; the United States depository at Louisville; United States depository at Baltimore; First National Bank at Nashville; First National Bank at Memphis; the assistant treasurer at New Orleans; and the assistant treasurer at Charleston, South Carolina. I think that embraces all—and at the treasury in Washington, D. C.

Q. Then I understand you to say that you do not, as disbursing officer of the bureau, keep funds in any depository which has not been designated as such by the Secretary of the Treasury?—A. No, sir, not any public funds.

Q. You stated that you paid in currency some.—A. I do. I have a safe in my office, one of the Baltimore fire and burglar proof safes, in which I keep a small amount of currency to pay small claims that come in—bounty claims to colored people, which I am not allowed to pay by a check.

Q. You do not pay them in checks?—A. No, sir.

Q. How do you obtain those funds in the first instance; from the treasury?—A. I draw my check on the treasury, and go up there and get the money in whatever denominations I want it, and fractional currency.

Q. What is the form of such a requisition of yours by which you can obtain the money?—A. It is done in this way: General Howard makes his requisition on the Secretary of War, asking that so much—any amount—may be placed to my credit in the treasury of the United States, and charged to the appropriations in support of the Freedmen's Bureau. The Secretary of War draws his warrant on the United States Treasurer; it goes through the various manipulations up there, and finally gets around into the treasury, when a draft to my credit is issued, and then it goes on my book to my credit, and I draw from it as I want it.

Q. Then you disburse from that fund on hand in your safe?—A. Yes, and when I want more money in my safe, I draw my check on the treasury and go up there and get it, the same as you would if you keep a bank account.

Q. When you make such a draft, do you present the vouchers with it?—A. No, sir; the vouchers come in under my month's account.

Q. You retain them and present them with your monthly account?—A. Yes, sir.

Q. For the amount of that requisition or check, whatever it may have been; is that correct?—A. Yes, sir. But we never mean to overdraw; always intend to keep money ahead.

Q. The inquiry I wanted to make was this: how you obtained this fund that you put in your safe to pay those claims with?—A. From the treasury, on my own check.

Q. Don't you keep an account with the Freedmen's Savings Bank as disbursing officer?—A. No, sir.

Q. Not as the agent of the university?—A. No, sir.

Q. You don't keep any such account in any bank?—A. No, sir.

Q. How as regards the bounty fund of colored soldiers; how is that paid?—A. Do you mean the regular United States bounty?

Q. Yes, sir.—A. That is paid by myself and my assistants throughout the country.

Q. Do these funds in any way come into the possession of yourself and assistants before payment to the claimants?—A. Yes, sir; always come into my hands before they are paid.

Q. But not until the Second Auditor directs it?—A. The Second Auditor and the Second Comptroller settle the claim. Then the certificate is issued payable to the claimant through General O. O. Howard, Commissioner of the Freedmen's Bureau. The certificate then comes to our office. The attorneys' fees are all adjusted and settled, and that certificate is indorsed by General Howard, or was formerly indorsed by him, but on account of his infirmity he got authority for me to indorse it, and I take it to the pay department and get the money, and I pay the fees, and put my vouchers into the treasury to offset this certificate which is charged to me.

Q. On the first of this month, to the best of your recollection, or the last time you made up your statement, what was the gross amount of the bounty fund remaining to the credit of the bureau, unclaimed or unexpended?—A. I have not the figures here, and cannot tell you. It is made up every month.

Q. Was it, do you think, a million of dollars?—A. I should think it was in that neighborhood.

Q. A portion of this ground that was bought for the university has been sold, I understand, by the trustees?—A. Yes, sir.

Q. And for that you received some money and some notes?—A. I haven't but two notes for \$500 each.

Q. The rest has been received in money?—A. The buyers had five years to pay for it in. They paid in installments, once in every three months, or else every six months, and pay interest.

Q. I am talking now of the portion of the land purchased of Smith. What became of the fund arising from the sale of those lots; to whom was it paid; to what credit?—A. It was paid to me as treasurer of the university, and appears in my accounts.

Q. None of it was paid into the treasury of the United States?—A. No, sir.

Q. Were you much on the ground when the university building was being constructed?—A. No, sir. My office was up on Nineteenth street then.

Q. Do you know anything of any lumber that was upon that ground by requisition or direction of Major Brown, having been in any way used by the Building Block Company in their works?—A. No, sir, I do not.

Q. In the course of your payments as disbursing officer of the bureau, have you paid any moneys for the rent, or salaries, or furniture, or other matters connected with the Freedmen's Savings Bank in this city, or elsewhere in the United States?—A. I have paid nothing for salaries. For a short time the bureau paid the rent of some of the offices—in fact they now do pay something for a few of them—where the cashiers act as agents for the payment of bounties without salary; and in consideration of that, we pay the rent, or part of the rent, of a few of them, as offices.

Q. Is that the case in this city?—A. No, sir; not in this city.

Q. Can you recollect the locations of those banks, or have you any data or memorandum by which you can state them—those cases where the bureau pays the rent?—A. One in Norfolk, Vicksburg, Tallahassee, Beaufort, and Charleston. Those are the only ones, I think.

Q. Do you know anything by the payment of yourself or by Major Brown, or was there any account within your knowledge in which the furniture and fitting up of the Freedmen's Savings Bank in this city was done at the expense of the bureau?—A. No, sir; I have no knowledge of it.

Q. Do you know Mr. A. P. Ketchum, who was attached to the staff of General Howard?—A. Yes, sir.

Q. Do you know of an expedition which he made to the Southern States at the instance of General Howard?—A. No, sir; nothing in particular about it.

Q. Do you know of any real estate transactions in the Southern States in which he and General Howard were interested?—A. No, sir.

Q. Do you know of any officer of the bureau, or of the staff of General Howard, being interested, directly or indirectly, in any personal speculations, either in the District of Columbia or in the Southern States, in any abandoned lands or public property?—A. No, sir.

Q. You have stated that the Beckert property was paid for by you from currency in your hands. What did you mean by that?—A. I mean in currency. I paid that amount in currency. I did not pay her by check.

Q. How did the currency come into your hands?—A. Part of it may have been what was transferred by the bureau, and it may all have been received from the sales of lots. I do not know.

Q. Have you no means of ascertaining?—A. No, sir. The money was all in one general fund.

Q. Could anybody put their hands into that fund and take it out, either in check or currency?—A. No, sir.

Q. You must have had some means of knowing, I assume?—A. I paid it from the general fund of the university.

Q. You had already stated that you paid this large sum of money—several thousand dollars in currency—and I wanted to know where that currency came from.—A. I cannot tell you. I had the currency in my safe—that amount in greenbacks and bills of the national banks—and I paid her that instead of a check.

Q. I want to know how it got into your safe, because it was public money.—A. No, sir, it was private money; it belonged to Howard University.

Q. What fund did it come from?—A. It came from the general fund of the Howard University.

Q. Then I understand you to say that you paid for the Beckert property by currency from your safe, and that currency belonged to the general fund of Howard University.

sity?—A. Yes, sir, I keep a box in my safe with my university money and papers in it. When I want any money for the university I take out that box, open it, get what money I want, and put the box back again.

Q. And that, you say, is not public property?—A. What is not public property?

Q. The money in that safe.—A. I keep funds there belonging to the United States, and I keep my university funds there, in a separate box.

Q. The university funds you consider, then, private property, do you?—A. I do. It is a private corporation, I expect, incorporated by Congress.

Q. I see, at the conclusion of the report, you state: "I take pleasure in announcing to the trustees that this corporation is free from debt." What was the fact at that time?—A. That was true. I did not know of any debts against it at that time.

Q. Did I understand you to say, in reply to a question of Mr. Bradley, that nothing had been contributed by the bureau to the Wilberforce University, of Ohio?—A. Nothing, to my knowledge. They tried to get some money, but couldn't; and they are now trying to get it by act of Congress.

Q. Is not that university referred to by General Howard, in his report, as one of the institutions that he had aided?—A. I cannot tell you. It has not been helped, to my knowledge. I have no recollection of it.

Q. Do you recollect having paid, or contributed, or donated, or disbursed any money to the normal school at Raleigh, North Carolina?—A. What is the name of it?

Q. The St. Augustine Normal School.—A. I have reported two transfers to that school.

Q. What were the amounts to those transfers?—A. First \$5,000, and the next \$1,000, making \$6,000.

Q. Were those transfers paid in money, or something else?—A. Paid in money.

Q. In cash?—A. Not paid in currency; paid by check on some authorized depository.

Q. Do you know of any other donation being given beside those two?—A. Not to that institution.

Q. I am speaking now particularly with reference to that institution.—A. I do not know of any other.

Q. Do you know of any land having been given by the bureau to that institution?—A. No, sir; the bureau had no land to give.

Q. Then, so far as you know, it has been money alone that was contributed, and not land, to that institution?—A. So far as I know there has been nothing but money—\$5,000 at one time and \$1,000 at another.

By Mr. BRADLEY:

Q. What time was the \$1,000 paid?—A. On the 7th of October, 1863.

By Mr. WOOD:

Q. What is your salary as agent of the university?—A. As treasurer of the university?

Q. Yes, sir.—A. One thousand dollars a year.

Q. What is your salary as disbursing officer of the Freedmen's Bureau?—A. I get the pay of a lieutenant colonel of cavalry—about \$3,500 a year.

Q. Are you an army officer?—A. No, sir; I am retained on duty under an act of Congress allowing me to be retained at my former pay.

Q. But you do not get it as an officer of the army?—A. No, sir; but as an agent retained at that salary.

Q. Then you are in the receipt of two salaries now?—A. Yes, sir; not from the government of the United States, though.

By Mr. KETCHUM:

Q. There was a paper attached to your first transfer, to which Mr. Bradley objected—

Mr. BRADLEY. And I object now.

A. It was the third transfer.

Q. State, if you please, what that paper is that you hold in your hand.—A. It is a copy of a letter of mine to General Howard, and attached to it is an order from the Secretary of War, dated March 11, 1869.

Q. Is your letter filed with the papers?—A. I presume it is at the War Department with the order.

Q. What I want to know is, whether the papers in the War Department have the original or a copy of that letter attached to them as a part of the papers?—A. I presume it has my original letter.

Mr. BRADLEY. I object to the introduction of the letter because it is not pertinent; and I object again to the inquiry whether it is filed in the War Department; that is to be found out at the War Department.

Mr. KETCHUM. I will modify my question; does the original or a copy of that letter remain with the originals of the papers which you bring?—A. A copy of the original letter remains with the copy of the other documents here.

Q. Where did you find it; on the files of the bureau?—A. No, sir; with my own private files.

Mr. HOAR. Is this letter itself attached to the paper of which you have brought a copy here, or are they put together in making copies for us?

Mr. KETCHUM. What I want to know is, how this paper got here?—A. I had a copy of the letter in my desk, and I made a copy of that to attach to the papers.

Q. Is it official in any way?—A. Why, I wrote it myself and directed it to General Howard, as Commissioner.

Mr. BRADLEY. There is a letter addressed by General Balloch to General Howard, dated March 11, 1869, and a letter of the Adjutant General addressed to Brigadier General Meigs, Quartermaster General's Department. Now, the question is, whether that other paper connected therewith can be given in evidence, when it is not official, not from the proper office, but simply made and brought here by General Balloch, who wrote it himself.

Mr. HOAR. It seems to me that when the witness is asked to bring one paper here to be introduced as evidence, and upon doing so, brings with it another which he has not been directed to bring, Mr. Ketchum cannot insist upon the latter being introduced in evidence. It might be proper to offer it when any evidence on the part of General Howard was offered, but not before, unless, in order to save time and expense, the committee might deem proper to take it up out of its regular course.

Mr. BRADLEY. This letter comes here not merely as evidence upon a matter of fact; it sets up a construction of the law, which is the very subject of inquiry.

Mr. KETCHUM. Rather than detain the committee with further discussion I withdraw the paper.

Q. Mr. Balloch, you have given the names of a number of schools that have received transfers of property and money, and which schools you say are incorporated?—A. Yes, sir.

Q. Where does the evidence of their incorporation appear?—A. Attached to the copies which I have furnished to the committee.

Q. Each one carries with it the evidence of the incorporation of the school to which it relates?—A. Yes, sir; complete.

Q. What is the common practice of the disbursing officers with respect to the funds which they may have for the accommodation of strangers, upon a deposit with them of money?

(Mr. BRADLEY objected because this was a matter of regulation. Question withdrawn.)

Q. In the transfer of money or property to any of these schools, do these transfers declare for what purpose the money is to be used?—A. The purpose is set forth in an order of the War Department, which, I understand, has already been introduced here as evidence.

Q. But what I want to know is, does the paper itself correctly declare the object for which the money is intended?—A. Yes, sir; the papers carry all the evidence on that subject with them.

Q. You speak of General Howard receiving a thousand dollars; what money did you pay into his hands on that occasion?—A. It was a part of the fund of the Howard University. In this connection I want to correct one statement I made; I think I testified that I had no deposit in the Freedmen's Savings Bank; if I testified so it was a mistake; I have a small deposit in the shape of attorney fees—fees held in abeyance—until the Second Auditor shall decide the cases upon which they are due. I put them in there because I did not want that money mixed up with my account with the treasury.

Q. What amount of money was applied for that New Era newspaper—

By the CHAIRMAN:

Q. Is there not a receipt?—A. I am to furnish a receipt on Monday morning.

By Mr. KETCHUM:

Q. Do you know anything further about it?—A. I think that two or three of those vouchers were paid by my chief clerk before I happened to notice what was going on; then I saw one of the vouchers one day, and I said to General Howard that I thought he had not any right to make any such payment as that. But he thought he did because it published our educational work. To settle the matter it was brought to the attention of the Second Comptroller, and he stated that I was right and General Howard was wrong; so General Howard will have to make up what he has paid out of his own pocket.

By the CHAIRMAN:

Q. You stated the amounts donated by the bureau to the Howard University. Why were these amounts so much larger than the amounts given to other institutions?—A. I suppose it was because other institutions had been assisted by benevolent associa-

tions, but the Howard University never has been. Those other institutions have been assisted only by the bureau in part; while the Howard University has had to depend entirely upon the bureau.

Q. How often are your accounts settled at the treasury?—A. Once a month.

Q. Suppose you should present vouchers there for settlement, and there should prove to be no authority of law for paying those vouchers, what would be the action; or in case it should be *doubtful* as to the authority of law?—A. Action would be suspended, and I should receive a written notification ordering me to furnish authority; then if I produced the proper order from the Commissioner, I would be relieved, and the matter would come up against the Commissioner, and he would have to pay it, unless he could get relief from Congress.

Q. Do the proper officers of the treasury look into and determine the authority?—A. Yes, sir; the Second Comptroller has authority over all accounts of the Freedmen's Bureau; he has the final veto power. Sometimes the Third Auditor passes an account, and when it gets down to the Second Comptroller, he won't pass it.

Q. And in case he fails to pass it then the account is suspended?—A. Yes, sir.

By Mr. McNEELY:

Q. In a case like this, do they examine the charter; or do they simply take your statement?—A. A certified copy of the charter goes with the account.

Q. Here is an order transferring a certain amount to the Fisk University. Now, do these persons in the Treasury Department who pass your different accounts examine the charter under which you make that transfer?—A. A copy of the charter goes with each account.

Q. And they examine them?—A. I suppose they do.

Q. How are the students at the university supported, and clothed, and fed; at their own expense entirely?—A. No, sir; not entirely; we get contributions from benevolently disposed persons. Then, as you will see from my account, in grading the grounds, a part of it was done by the students, who were assisted in the work and were allowed a small amount in payment for their labor.

Q. Are they, to any extent, supported, clothed, or fed from money belonging to the university fund?—A. To some extent out of the charity fund.

Q. What is that charity fund?—A. It is about twenty-five thousand dollars. There was a sum of twenty-five thousand dollars given to be loaned out in such a way that the interest should accrue to the benefit of indigent students; that was transferred from the Freedmen's Bureau.

Q. It was out of that twenty-five thousand dollars that you loaned one thousand dollars to General Howard?—A. After it became a part of the funds of the university I loaned him one thousand dollars from it for a week. I think I took notes for six thousand dollars from him, and nineteen thousand dollars of bonds of the First Congregational church; that would make up twenty-five thousand dollars.

Q. You took from him a note for six thousand dollars?—A. No, sir; six notes of a thousand dollars each, secured by mortgage on his real estate.

Q. From whom did you get the nineteen thousand dollars of church bonds?—A. From General Howard and Mr. Rumsey conjointly; they were both trustees of the First Congregational Society.

Q. All at the same time?—A. Yes, sir; the six notes were signed by D. L. Eaton, payable to General Howard, and secured by mortgage on property, and indorsed by General Howard.

Q. Were those notes given in the purchase of the house and lot secured by the mortgage by D. L. Eaton?—A. I presume they were; I do not recollect distinctly, but I think the mortgage was transferred right over to me.

Q. When was this?—A. The money came into my hands on the 13th of December, and the transfer was completed on the 21st.

Q. How long after the money came into your hands was it that you gave it to General Howard?—A. The same day; immediately after I received it I loaned him a thousand dollars.

Q. Do I understand you to say that the hospital and hospital buildings are not shown by your papers?—A. No, sir; they would be shown by Major Brown's papers.

Q. Did you know how many school-houses the Freedmen's Bureau built in the South, outside of this District?—A. No, sir.

Q. There is no statement as to the school-houses upon this [document]?—A. No, sir; it would take ten clerks six months to get that; it could only be done by withdrawing from among the papers at the treasury every paper of every officer who had anything to do with the bureau, and examining every one of them carefully.

Q. Did you make a report to General Whittlesey in which you stated the amount could not be ascertained?—A. I may have done so.

Q. Has the Freedmen's Bureau bought lots or land and built school-houses on them, outside of this District?—A. No, sir; I presume that we built school-houses throughout the South on land owned by school trustees; it was always so; it was the only way.

Q. When these school-houses were built were they passed over to trustees, or was money given to the trustees?—A. They were built by the bureau and carried on the papers of the bureau officer, until this act of Congress allowed them to be transferred.

Q. What act of Congress?—A. I think I was mistaken; it is an act of Congress allowing them to be sold.

Q. Under what law were they transferred?—A. I never made any transfer.

Q. Then you do not know any act of Congress under which they were transferred?—A. No, sir.

Q. I understand that the bureau has paid rent for school-houses occupied for freedmen's schools; were any of those school-houses built entirely or in part by the bureau?—A. We never paid any rent for them while they were bureau property; the majority of them were built by other parties.

Q. But you know that in some cases, where they have been transferred by the bureau to societies, the bureau pays rent?—A. I cannot tell you definitely, sir.

Q. How much rent did you pay for any normal school—the highest rent you paid?—A. The highest rent paid, as you will see, is at Hampton, Virginia; \$170 per month.

Q. Out of what fund was that school-house built?—A. I cannot tell you.

Q. Did the Freedmen's Bureau have anything to do with the building of it?—A. I presume they did; it was done by the assistant commissioner of Virginia.

Q. What was the number of scholars at that school?—A. I could not tell you; it will be found in the reports of the superintendent of education.

Q. Are you personally acquainted with the building?—A. No, sir; I never saw it in my life.

Q. What amount of money will become due for these lots on the university grounds, that have been sold and payments deferred?—A. I think about \$70,000.

Q. Do you mean due now, or will become due?—A. Will become due.

Q. That is, if the bonds are all paid you will realize that amount?—A. Yes, sir.

Q. Did you say that you did not know of your own knowledge whether any money was given to Wilberforce University?—A. I did.

Q. If money was given to that university, why should it not appear on that list?—A. If it was not aided from the refugees and freedmen's fund it was not a transfer, but aid given in the erection or repairs of the building.

Q. Out of what fund?—A. Out of a regular appropriation made by act of Congress.

Q. Directly to that university?—A. No, sir; from the general appropriations to the bureau.

Q. I do not understand that; that money would be disbursed by you, would it not?—

A. Yes, sir; but I have three or four thousand vouchers a month to go through my hands, and I cannot recollect them all.

Q. Would you not be as apt to recollect them as the other items?—A. No, sir; because I was especially requested to bring them here.

Q. What do you mean by the freedmen's fund?—A. Money that came in from miscellaneous sources; that never was appropriated by Congress from the treasury; that accrued from the sales of crops; from fines, &c.; from rents of abandoned lands, and all that sort of thing, all of which is explained in the report. That is called the refugees or freedmen's fund, to distinguish it from the appropriation of Congress.

Q. What was the amount of the refugees and freedmen's fund on hand on the 22d of March, 1867?—A. I have not got the amount here; I will bring it when I bring the other statements.

Q. I do not remember whether you stated how much you have on hand now of that fund?—A. About \$6,000; we have constantly been paying it out ever since we received it.

Q. Has the amount expended since the 22d March, 1867, been expended for educational purposes alone?—A. Yes, sir, except some few payments; small amounts have been made from that fund for other purposes.

Q. What is the amount you have paid for such purposes?—A. It is all included in the Commissioner's report.

Q. If money has been given to the Oberlin College, out of what fund would it have been paid?—A. From the regular bureau appropriation, if it was expended in repairs.

Q. Do you know whether any money has been given to that college?—A. I think there has.

Q. Do you know what amount?—A. The amount I do not remember.

Q. Have you any statement in reference to it with you?—A. I can furnish it.

By Mr. ROGERS:

Q. You spoke in the early part of your testimony about donations from various sources. I did not understand where they were all from?—A. From various sources; all over the country; a gentleman in Hartford, Connecticut, gave us twenty-five thousand for the benefit of the scholarship fund.

Q. What was his name?—A. David Clarke. To be more exact, he gave us twenty

thousand for the scholarship fund, and five thousand dollars for the charity fund; the donations for the charity fund he gave us before he did the other. We received another large donation from a man in England. We have received donations from Sunday schools all over the country, and from benevolently disposed persons here and there.

Q. Was this Beckert property purchased out of the university fund?—A. Yes, sir.

Q. Have you all the sums that have been received, and the sources from which derived?—A. I do not know that I have; but it is all in the Commissioner's report there; there is a summary of it; the last thing in the report.

Q. If I understand it, this freedmen and refugees' fund is a fund which originally accumulated from the débris of the war; some of it you made a separate fund and called it the bounty fund.—A. No, sir; the bounty fund is a distinct thing; you will find the difference explained in the report.

Q. You said something about a check being given to a man, payable to bearer; is it usual to give checks payable to bearer for any large amount?—A. Yes, sir; when I deliver a check to a man personally, if it is a check on Washington, it is payable to bearer; they are all printed payable to bearer. I have a man's receipt, and if he loses the check it is not my fault.

Q. Why are they printed payable to bearer instead of to order?—A. I suppose it is because it sometimes puts a stranger to a great deal of trouble to identify himself at the treasury, if his check is made payable to order.

Q. You speak of a general fund; what is that?—A. It is a fund which comes from the sale of lands, from interest, and one thing and another of that sort; not from any special source.

Q. How many different kinds of funds have you, anyhow?—A. As disbursing officer of the Freedmen's Bureau, I hold the congressional appropriation fund; that is one. I hold the refugees and freedmen's fund; that is two. I hold what is called the school fund, received from the sale of confederate property under act of Congress; that is three. I hold the retained bounty fund; that is four. And I hold the general bounty fund; that is five. As disbursing officer of the bureau, I keep a separate account of each fund.

Q. You said something about a bounty fund, and an order of General Butler in relation to retaining a portion of the bounties of soldiers. Please explain that more fully.—A. In the course of the war, Massachusetts, New York, and some of the other Northern States, when called upon for more soldiers, instead of raising them from among their own population, raised money to be distributed in paying for substitutes, and sent agents down to Virginia and North Carolina to procure recruits to be credited to these Northern States, offering large bounties. General Butler saw that the soldiers who received these bounties were squandering their money, and issued an order directing that one-third of it should be retained and placed in the hands of the superintendents of negro affairs, to be paid to the men after a time. The plan had reference to the wants of the women and children, the money that the men was squandering being thus reserved for their support. When the Freedmen's Bureau was organized, it was found that several of the superintendents of negro affairs had quite an amount of this money, so reserved by General Butler's order, still in their hands, and the Secretary of War issued an order that this money should be turned over to the Freedmen's Bureau. Since the money came into the hands of the officers of the bureau, they have constantly been endeavoring to find the men to whom it belonged, or their families, and paying it over to them.

Q. Then it was not a United States fund, but a State fund?—A. No, sir; neither. It was sent down to pay negroes for enlisting; and when the States got the soldiers, the soldiers got the money—or it was placed in the hands of the agents to be paid to them, and they would have received it all, but that General Butler saw how they were disposed to squander what they did receive, and for the sake of their families, who needed it, or would need it if they should be killed in battle, he ordered a portion of it to be retained. It is called the retained bounty fund.

Q. What is the amount of this fund?—A. Originally it was about \$112,000; but, as I said, we have been hunting up these men and their families, and the most of it has been paid back.

Q. Would you naturally, from your position, be officially cognizant of every donation given for educational purposes?—A. If it were a transfer from the refugees and freedmen's fund I should know it; but if it came in the way of a regular bureau appropriation, my chief clerk would be the one who would have cognizance of the matter.

Q. Do you know anything of an appropriation to Wilmington, Delaware, of \$50,000 for a school there?—A. No, sir; I never paid out a dollar in connection with any school there, except the monthly rent for school-house.

GENERAL HOWARD. There was an appropriation for the building of a school building there.

WITNESS. I do not know that I have paid anything except monthly rent; if I have I will look it up, and bring the voucher.

By Mr. HOAR :

Q. What kind of a paper is this New Era, to which, you say, General Howard paid some money?—A. It is a paper published here in Washington, which advocates the claims of the colored people.

Q. The paper that Sella Martin is the head and front of?—A. Yes, sir.

Q. It had an educational department?—A. Yes, sir.

Q. To whom was the paper supplied?—A. To the teachers of colored schools throughout the South. I understand that a column was furnished from the educational department of our bureau, and the paper was sent to the teachers of the colored schools, and copies of the paper thus sent were paid for by General Howard.

Q. In regard to this retained bounty fund; it was made up, if I understand the matter correctly, of bounties paid by various Northern States to colored soldiers who filled up the quotas of those States?—A. Yes, sir. The agents did the paying, but General Butler retained one-third of it. There was a similar practice during a great portion of the war with regard to white recruits; General Butler quotes that in his order.

Q. So that in reality the one-third which was retained was held in trust for the recruit, and not for the State?—A. Precisely.

Q. And your taking charge of it, and hunting up the recruit to whom it belonged, for the sake of seeing that he received it, was a service similar to that which you performed for a soldier entitled to bounty from the general bounty fund?—A. Yes, sir; we simply took charge of the money, and take upon ourselves the labor of seeing that it reaches the person to whom it rightfully belongs.

By Mr. ROGERS :

Q. You say you are paying rent for a number of school-houses in the South; would it be possible for you to state to whom those school-houses now belong?—A. No, sir.

Q. Do you know whether or not the most of them belong to the American Missionary Society?—A. I do not think they do. There are half a dozen associations in the field.

Q. But that is the largest, is it not?—A. Yes; that is the largest.

Q. Tell me how this property, that at one time belonged to the bureau, afterward became the property of these different associations, so that now the bureau has to pay rent therefor?—A. It was sold to them, or transferred to them, under order of the Secretary of War.

Subsequently to his examination, the following letter was received from the witness :

“ WASHINGTON, D. C., May 9, 1870.

“ SIR: In my testimony before the committee on the 7th instant, I stated that, as trustee for a certain portion of the retained bounty fund, (so called,) I purchased of John A. Smith, on the 21st of December, 1853, a certain piece of property for \$12,000 to be used for educational purposes, and that recently I had sold the same property to Howard University for \$3,000. In explanation I gave as the reason for selling for less than cost, that I had received in rents for the property and in interest on the bonds in which the fund is now invested, enough to make up the balance; so that the fund was now whole.

“ I forgot to state the main reason, which was that the property had been fitted up for, and was in use as, an asylum for idiotic and imbecile freedmen, what are termed ‘mild lunatics’—those that do not need to be confined in separate cells; and in view of the unfortunate class benefited, I feel perfectly justified in doing as I did.

“ Very respectfully,

“ GEO. W. BALLOCH,
“ *Breret Brigadier General and Chief Disbursing Officer,*
“ *Bureau Refugees, Freedmen and Abandoned Lands.*

“ HON. S. M. ARNELL, M. C.,

“ *Chairman Committee on Education and Labor, House of Representatives.*”

WASHINGTON, D. C., May 7, 1870.

Mr. BRADLEY put in evidence the following extracts from the annual reports of General O. O. Howard, and from the Revised Regulations of the United States Army for 1851 :

(From Circular No. 5, Bureau of Refugees, &c., Washington, May 30, 1865.)

“ This bureau being in the War Department, all rules and regulations governing officers under accountability for property apply as set forth in the Revised Regulations of

the Army. All other persons in the service of the bureau are also subject to military jurisdiction.

"Assistant commissioners will require regular and complete reports from their subordinates, and will themselves report quarterly, as directed by law, and correspond frequently with this bureau, directing to the Commissioner in person. * * *

"O. O. HOWARD,
"Major General, Commissioner Bureau Refugees, Freedmen, &c."

(From Circular No. 10, Bureau of Refugees, &c., Washington, July 11, 1855.)

* * * * *

"Rosters of all officers and civilians on duty with, or employed by, assistant commissioners or sub-assistant commissioners, staff officers, or agents, giving the names of such persons, and rank, if they are officers of the army; also, stating the duty performed by each, by what order officers were assigned to such duty, the rate of salary allowed civilians, and how the funds for paying such salaries have been raised. The roster will be forwarded as soon as possible, and afterward monthly reports of changes of officers and agents will be made.

"All monthly reports called for in this circular will be made and forwarded on the first of each month. All other reports heretofore called for by the Commissioner of the Bureau will be made as usual.

"Assistant commissioners will forward to this bureau copies of all circulars and orders that they have issued. They will also hereafter, at the time of issuing such, forward copies of the same.

"O. O. HOWARD,
"Major General, Commissioner."

(From Circular No. 17, Bureau of Refugees, &c., Washington, September 20, 1855.)

"Every assistant commissioner is held accountable for all moneys received and disbursed in the State or district under his control.

"The forms laid down in the regulations of the Quartermaster's Department, governing the receipt and disbursement of money, will be followed in the settlement of accounts in this bureau as nearly as practicable.

"All sub-agents or officers on duty under the assistant commissioner will turn over to him, or a bonded officer of his selection, all funds now or that may hereafter be in their hands, taking his receipts therefor in triplicate, one of which will be forwarded direct to the Commissioner at Washington; the others to be retained for the settlement of their accounts at the treasury. These receipts should specify, if possible, the source from which the money has been derived. * * *

"O. O. HOWARD,
"Major General, Commissioner."

(From Circular No. 5, Bureau of Refugees, &c., Washington, May 23, 1856.)

"In accordance with the accompanying circular from the War Department, assistant commissioners will, on Saturday of each week, forward to this office a statement of the amount of funds belonging to this bureau held by each disbursing officer in their district, and report whether the same is in their hands or deposited; and if deposited, state the depository. * * *

"O. O. HOWARD,
"Major General, Commissioner."

(From Circular No. 6, Bureau of Refugees, &c., Washington, June 22, 1856.)

"The attention of officers on duty in the Bureau of Refugees, Freedmen and Abandoned Lands is particularly called to General Orders No. 39, War Department, Adjutant General's Office, June 13, 1855, publishing an act, approved June 14, 1853, 'to regulate and secure the safe-keeping of public money intrusted to disbursing officers of the United States.'

"Disbursing officers of this bureau stationed in places where there is no treasurer or assistant treasurer of the United States, who deem it essential to the public interest that they be authorized to deposit the public money for which they are or may become responsible, or any portion thereof, in any other public depository or place of deposit, or to keep it in any other manner, will, on the receipt of this circular, report the facts and make application to this office, with a view to obtaining the authority necessary under the proviso to section one of said act."

(Here follows the list of assistant treasurers and depositaries furnished from the Treasury Department for the government of all concerned.)

Then follows the act of Congress which appears to have been approved June 14, 1866, the General Orders from the Adjutant General's Office being dated June 10, 1866.)

(From Circular No. 9, Bureau of Refugees, &c., Washington, July 17, 1866.)

"I. The appropriation bill for this bureau for the fiscal year commencing July 1, 1866, having been approved by the President, assistant commissioners will cause their chief disbursing officers to forward at once estimates in duplicate, properly approved, for sufficient funds to meet the expenses of the State or district under their charge for the month of July, 1866, (and arrearages,) and will hereafter make such estimates monthly.

"II. The following are the specified objects for which money has been appropriated, and all estimates will be made and expenditures classified under these heads, viz: Salaries of assistant and sub-assistant commissioners; salaries of clerks; stationery and printing; quarters and fuel; clothing for distribution; commissary stores; medical department; transportation; school superintendents; repairs and rent of school-houses and asylums; telegraphing.

"III. The money from which the expenses of the bureau for the past year have been paid, collected from miscellaneous sources, is now called the 'Refugees and freedmen's fund,' to distinguish it from the appropriation of Congress.

"IV. Assistant commissioners will cause their chief disbursing officers to forward at once, by draft, to Brevet Colonel George W. Balloch, chief disbursing officer at Washington, all moneys belonging to the refugees and freedmen's fund in their hands, or in the hands of any sub-agent, for which receipts will be sent.

"V. All moneys received hereafter on account of the refugees and freedmen's fund will in like manner be forwarded monthly to the chief disbursing officer at Washington.

"VI. All sub-agents receiving money on account of the refugees and freedmen's fund will forward it to the assistant commissioner, or his chief disbursing officer, taking receipts in duplicate, as directed in paragraph 3, circular 17, of 1865, one copy of which they will send direct to the Commissioner at Washington.

"VII. Whenever assistant commissioners wish to make any expenditures that are not provided for under the heads enumerated in paragraph 2 of this circular, that should properly be paid out of the refugees and freedmen's fund, they will make a special estimate, in duplicate, for the amount needed, setting forth in detail the objects for which it is required.

"VIII. Disbursing officers will hereafter make two distinct sets of financial accounts: one for all funds received, disbursed, or transferred, under the appropriation made by Congress; the other for all funds received, disbursed, or transferred, on account of the refugees and freedmen's fund; the account current and abstract of the latter fund will be distinctly marked as such to prevent mistakes as to which fund they refer. Only one return for stores and property will be necessary as heretofore.

* * * * *
"O. O. HOWARD,
"Major General, Commissioner."

Extracts from Revised United States Army Regulations.

"ART. 41, SEC. 994. * * * And no officer in the military service charged with the safe-keeping, transfer, or disbursement of public money, shall convert to his own use, or invest in any kind of merchandise or property, or loan with or without interest, or deposit in any bank, or exchange for other funds, except as allowed in the preceding article, any public money intrusted to him; and every such act shall be deemed to be a felony and an embezzlement of so much money as may be so taken, converted, invested, used, loaned, deposited, or exchanged.

"ART. 41, SEC. 1000. No officer disbursing or directing the disbursement of money for the military service shall be concerned, directly or indirectly, in the purchase or sale, for commercial purposes, of any article intended for, making a part of, or appertaining to the department of the public service in which he is engaged, nor shall take, receive, or apply to his own use any gain or emolument, under the guise of presents or otherwise, for negotiating or transacting any public business, other than what is or may be allowed by law.

"ART. 41, SEC. 1002. No officer or agent in the military service shall purchase from any other person in the military service, or make any contract with any such person to furnish supplies or services, or make any such purchase or contract in which such person shall be admitted to any share or part, or to any benefit to arise therefrom.

"ART. 41, SEC. 1010. The chief of each military bureau of the War Department shall, under the direction of the Secretary of War, regulate, as far as practicable, the employment of hired persons required for the administrative service of his department.

"ART. 41, SEC. 1017. No public property shall be used, nor labor hired for the public be employed for any private use whatsoever not authorized by the regulations of the service.

"ART. 41, SEC. 1040. Every officer intrusted with public money or property shall render all prescribed returns and accounts to the bureau of the department in which he is serving, where all such returns and accounts shall pass through a rigid administrative scrutiny before the money accounts are transmitted to the proper officers of the Treasury Department for settlement.

"ART. 41, SEC. 1041. The head of the bureau shall cause his decision on each account to be indorsed on it. He shall bring to the notice of the Secretary of War all accounts and matters of account that require or merit it. When an account is suspended or disallowed, the bureau shall notify it to the officer, that he may have early opportunity to submit explanations, or take an appeal to the Secretary of War.

"ART. 41, SEC. 1044. All purchases and contracts for supplies, or services for the army, except personal services, when the public exigencies do not require the immediate delivery of the article or performance of the service, shall be made by advertising a sufficient time previously for proposals respecting the same.

"ART. 41, SEC. 1045. The officer advertising for proposals shall, when the intended contract or purchase is considerable, transmit forthwith a copy of the advertisement and report of the case to the proper bureau of the War Department.

"ART. 41, SEC. 1046. Contracts will be made with the lowest responsible bidder, and purchases from the lowest bidder who produces the proper article. But when such lowest bids are unreasonable they will be rejected, and bids again invited by public notice; and all bids and advertisements shall be sent to the bureau.

"ART. 41, SEC. 1049. Contracts shall be made in quadruplicate; one to be kept by the officer, one by the contractor, and two to be sent to the military bureau, one of which for the office of the Second Comptroller of the Treasury.

"ART. 41, SEC. 1052. No contract shall be made except under a law authorizing it, or an appropriation adequate to its fulfillment, except contracts by the Secretary of War for the subsistence or clothing of the army, or the Quartermaster's Department, which shall not exceed the necessities of the current year.

"ART. 41, SEC. 1058. No land shall be purchased for the United States, except under a law authorizing such purchase.

"ART. 41, SEC. 1059. No public money shall be expended for the purchase of any land, nor for erecting armories, arsenals, forts, fortifications, or other permanent public buildings, until the written opinion of the Attorney General shall be had in favor of the validity of the title to the land or site, nor, if the land be within any State of the United States, until a cession of the jurisdiction by the legislature of the State."

Mr. BRADLEY stated that he had read these extracts for the purpose of furnishing the committee with the grounds on which he considered the evidence as applicable to General Howard and the Freedmen's Bureau.

WASHINGTON, D. C., May 10, 1870.

GEORGE W. BALLOCH—Examination continued.

By Mr. BRADLEY:

Question. Have you with you those papers which you were requested to bring?—

Answer. Yes, sir.

(Witness presented the papers which will be found hereto annexed.)

Q. Where these vouchers refer to "Effingham Place," that means the same as Howard University, does it not?—A. Yes, sir; that is the stereotyped phraseology; Howard University and several other buildings are on the old "Effingham Place." That was the former name of the estate.

Q. I would like to have you explain two or three of these items. I see here, for "Commissary stores; sales to planters, \$141,458 86." What does that mean?—A. That refers to stores, (provisions, &c.,) loaned to planters in Mississippi, Louisiana, and perhaps one or two other States, and a lien taken on their crops; the most of that was paid back.

Q. What amount was so loaned out?—A. I cannot say; provisions were furnished in that way to planters, in three or four States, and those who were able to do so paid back. The provisions loaned were bought with money from the regular appropriation, but to save the trouble of covering it into the treasury, the account was transferred to this fund, as the easiest way of settling it.

Q. Where can we find the account of the amount expended for this purpose?—A. It appears in the regular printed report of the Commissioner.

Q. But in what book or branch of the office is that account kept? When expended, would you pay it?—A. No, sir; the expenditures were made by the disbursing officers

in the various States where the supplies were furnished; but I being the chief disbursing officer, the accounts afterward came to me, and the *result* would be shown on my books, and in the Commissioner's report.

Q. I next call your attention to this item for "transportation;" what does that mean?—A. I suppose some disbursing officer, not having money enough from other funds to pay some item of transportation, paid it from this.

Q. From what fund was transportation ordinarily furnished?—A. From the regular appropriation; it was one of the items provided for by the regular appropriation.

Q. I see you take credit here for \$25,883 14, "transferred to appropriation fund;" what does that mean?—A. The disbursing officer for Louisiana paid some bills, inadvertently, from the appropriation fund, that should have been paid from this fund. In order to make his account balance, and correct the error, the simplest way was merely to pay the appropriation fund out of this fund.

Q. And so you made the transfer?—A. No, sir; I had nothing to do with it; it was done by him, not by me.

Q. Is there any rule or authority permitting the transfer of expenditures from one fund to another, in that way?—A. I do not know that I fully understand you.

Q. Supposing there is an appropriation of a million of dollars for medical stores, and an appropriation for transportation of half a million of dollars; if it should turn out that there was not enough of the transportation fund, but perhaps more than would be needed of the medical fund, have you any right to transfer from the one to the other?—A. That is attended to at the Treasury Department. In this case the money was all appropriated for one general purpose—"the support of freedmen and refugees," &c. Only so the total amount appropriated for this general purpose was not exceeded, an unexpended balance from one branch of the work could be expended upon another branch, and the matter would be made right in the Treasury, in the office of the accounting officers.

Q. Have you any papers, except this, to show whether the money expended at Oberlin College was for repairs or for building?—A. No, sir; all the papers in the case are there.

Q. This includes all the papers you were requested to bring?—A. Yes, sir.

Mr. WOOD. No, sir; that does not furnish at all what the witness was requested to bring. He was directed to furnish a written statement of the several sums drawn from the United States Treasury for the Howard University building and grounds, from March 2, 1857, to May 1, 1870, with detailed statement of dates, amounts, for what purposes, and from what fund or appropriation such payments were made.—A. I can not give you anything more than you have there. To do what you ask would render it necessary to go through the whole account, item by item. It would take three or four clerks, hard at work for four or five days.

WASHINGTON, D. C., May 11, 1870.

G. W. BALLOCH—Examination continued.

By Mr. BRADLEY:

Question. What did the new dormitory building cost?—Answer. The contract, I think, is \$12,500.

Q. Do you know how many rooms it contains?—A. I do not.

Q. The contract is in writing?—A. Yes, sir.

Q. What is the material of the new dormitory?—A. Red brick, with blue stone foundation.

Q. How does it compare in size with the other dormitory without the wings?—A. I do not know.

General HOWARD remarked that there were a hundred rooms in it, which were a few more than in the other.

Q. Have you anything to do with the Barry Farm fund, as it is called?—A. Nothing at all.

Q. Had you anything to do with the payment for it?—A. I suppose I transferred the money to the three trustees.

Q. Did you not give General Howard, Senator Pomeroy, and John R. Elvaus a draft for the amount?—A. I did; I was ordered to transfer it to them.

Q. From what fund was that transfer made?—A. From the refugees and freedmen's fund.

Q. Who has charge of that fund thus transferred?—A. It is in the hands of the three trustees.

Q. Have you paid at any time the sum of \$8,461 75, on account of the land transferred to the St. Augustine Normal School, in Raleigh, North Carolina?—A. No, sir.

Q. You gave us the other day the aggregate and details of the donations made for

educational purposes, including those made to the St. Augustine Normal School?—A. Yes; there were two transfers made to the St. Augustine Normal School.

Q. One of \$5,000 and the other of \$1,000?—A. Yes, sir.

Q. Have you any knowledge of any transfer to that school from any other fund?—A. No, sir; that is all I ever had anything to do with.

Q. You had charge of the refugees and freedmen's fund?—A. Yes.

Q. And do you find only those which you have already enumerated in the statement you have already made?—A. Yes.

Mr. BRADLEY presented to witness an official paper coming from General Whiteley, and after asking explanation of some of its details, directed the witness to take the paper and furnish information to the committee as to its contents.

Q. Have you any knowledge of the fact whether or not a large number of schools that were aided by the United States in the way of erecting buildings for them, were then turned over to parties in the different States?—A. I have no definite knowledge on the subject; but I do not think there were. I think that the larger buildings were erected by benevolent associations, and that the bureau has aided them.

Q. Are there or not a number of instances in which the buildings were turned over to parties in the States, and for which rent has since been paid?—A. It may be true in some cases, but how true I am unable to say.

Q. Do the records of your office enable you to answer that inquiry?—A. No, sir; the records in my office would not show it.

Q. What office would show the fact?—A. I suppose the office of general superintendent of education—a branch of the bureau.

Q. Who is in charge of it?—A. Mr. Alvord.

Q. Will the records of your office show whether any investment was made of the retained bounty fund since the 2d May, 1867?—A. No investment was made of it since then, except in United States bonds.

Q. Were any loans made to any persons out of that fund?—A. Not at all.

Q. Can you state from memory the time when that \$125,000 was transferred to the Howard University?—A. On the 7th of April, 1869.

Q. Was not that paid under a special order?—A. Yes, sir.

Mr. BRADLEY presented to the witness the special order book, and compared the original of Special Order No. 36 (page 344 on the book) with the copy furnished by the witness on his previous examination. The copy was found correct.

Q. Is that book kept in your office?—A. No, sir; in the Adjutant General's office.

Q. You have no knowledge as to the manner in which the book is kept?—A. No, sir.

Q. When did you first see that special order?—A. I never saw that before; the copy came to me.

Q. Who was the inspector, at that time, of the bureau?—A. General Sewall, I think.

Q. You know nothing of any of the facts accompanying the issue of that order?—

A. No, sir; I got the order, that is all I know about it.

Q. Is there no account in your office distinguishing the amount of the refugees and freedmen's fund on hand on the 2d of March, 1867, from the money that was afterward paid into that fund?—A. I gave it to you in my statement yesterday.

Q. Were they kept in separate accounts?—A. No, sir; it was all put together.

Q. Is there any means of showing what payments were made after the 2d of March, 1867, out of the fund then on hand as distinguished from money that came into the fund afterward?—A. No, sir; unless you add up the amounts, when you can see how soon the fund that was on hand on March 2, 1867, was exhausted. I gave you the other day the amount that was then on hand, and the amount that has been received since, and the date of each transfer is shown.

Q. I understand you to say that you did not strike a balance at that time, and pay money out of the balance then struck; but that you paid it generally out of the money belonging to that particular fund?—A. Yes, sir.

Q. Turn to that account and tell me whether there is any money on hand now?—A. The balance on hand now is about \$7,000.

Q. I see that in this account you render a return showing that there was transferred to incorporated institutions \$253,000; that, in addition to that, there was paid for schools, rent, &c., \$55,574; and that there was transferred to Pomeroy, Elvans, and Howard, as trustees, \$77,000; and if I understand you correctly, these sums, amounting to over \$385,000, were expended out of that fund, under the act of Congress of 1837, and June 15, 1833.—A. I suppose so. That is the way the orders for these transfers always came to me. The transfers only were under the law of 1867.

Q. The orders, if I understand you right, are uniform, similar to those that you have already given in evidence?—A. Yes, sir.

Q. And I understand you further to state, that you made no distinction in the disbursement of this fund between the sum on hand on the 2d of March, 1867, and the money that came in afterward?—A. No, sir; it was all put in one fund and deposited in the treasury, and if I had an order for any part of it, I filled it.

Q. In this account I see an item of receipts from government farms of \$48,641 28;

explain that, if you please; what is meant by receipts from government farms?—A. I think it was from some farms in Arkansas and other States in the Mississippi Valley that were cultivated by freedmen, and the cotton and crops sold. That was the balance that came in when the disbursing officer in Arkansas and the other States settled their accounts in the early days of the bureau; the freedmen were furnished with rations, and cultivated the farms under the old contraband system. They had a certain portion of the crop, and the balance of it the bureau sold; I suppose that that sum shows the proceeds.

Q. Do I understand you correctly, then, that out of the money in your hands belonging to the refugees and freedmen's fund you cultivated land?—A. No, sir; not out of that fund. The government issued rations to a lot of destitute colored people throughout the Mississippi Valley and other States, and put them on those abandoned lands. When the bureau was organized, we found this thing going on; and at the end of the year, when it was settled up, the proceeds came to the bureau as the proper custodian.

Q. Then out of the funds of the government supplies were furnished to those parties, and they were credited with the amount of their earnings; and yet, you say that this was not money of the United States, and did not go into the United States Treasury, but went into this fund?—A. That was a government fund.

Q. That required no appropriation for its expenditure?—A. There is a law which brought it on the books of the treasury. None of our accounts could be settled until that law was passed.

Q. Then it did go into the treasury?—A. Eventually it did.

Q. And was disbursed without requiring any appropriation to disburse it?—A. The authority of the Commissioner. It was, as Mr. Rogers remarked the other day, a miscellaneous fund made up from the debris of the war—funds lying loose.

Q. And my impression is that there was an act of Congress directing that money to be paid into the treasury.—A. I never saw that act. President Johnson's order No. 110, turned that all over to the bureau.

Q. And when it got to the bureau, was it in the treasury of the United States?—A. Yes.

Q. Was there ever any appropriation by law of that money?

WITNESS referred counsel to the act of June 15, 1866, entitled "An act to provide for the settlement of accounts of certain public officers."

Q. I understand that under two sections of this law, all those operations have been carried on?—A. Yes, sir.

Q. In the accounts of what officer of the bureau will this \$8,461 75 to the St. Augustine Normal School at Raleigh, North Carolina, appear?—A. It will appear in the accounts of Colonel Johnson, if it was made previous to his being relieved; if made since then, it will appear in my accounts.

Q. Where will his accounts be found?—A. In the treasury.

Q. And the original voucher on which payment was made should be filed in that account?—A. Yes; it will be found in the treasury; probably in the Second Comptroller's office.

Q. By whom was the contract made for the new dormitory building?—A. Between the Commissioner on the one side, and Robert J. Flemming on the other.

By Mr. KETCHUM:

Q. You were asked if you recollected any of the facts accompanying that order No. 36, of March 12, 1869; do you recollect writing a letter in recommendation of the object of that order?

(Mr. BRADLEY objected to the evidence of the contents of the letter.)

Q. Do you recollect writing a letter to General Howard on the subject?—A. I did write a letter to General Howard on the subject.

By the CHAIRMAN:

Q. Does any law regulate the matter of keeping those different funds?—A. All public funds must be kept in authorized depositories, and no disbursing officer is allowed to pay from one fund, accounts belonging to another.

Q. By what act is that?—A. I cannot tell you the special act; it is under a general law of the United States, and the regulations of the treasury.

Q. How does your method of keeping those accounts, and the disbursement of those funds, differ from the keeping of the accounts in the treasury?—A. I keep a daily private account with each fund that is in my hands, and with each depository where it is deposited, so as not to overdraw. For instance, I have got bounty funds in half a dozen different places, and I have the appropriation funds for the bureau in the same depositories. For my own protection I keep a daily statement with each fund and each depository, so that I need not overdraw on a depository, and need not draw money on one account that belongs to another. It is not a public book, but a private account which I keep myself, so that I may not pay out money without having it to pay.

Q. Is your method of keeping those accounts different from that pursued in the treasury, or is it more in detail?—A. It is more in detail, I presume.

By Mr. MCNEELY:

Q. There is a certain charity fund set apart, not exceeding the interest of which is to be expended. Is that for indigent students?—A. Yes; that is the university fund.

Q. There was one transfer of \$25,000 to the university?—A. From the Freedmen's Bureau to that.

Q. That is now invested in bonds?—A. Nineteen thousand dollars are in mortgage bonds of the First Congregational Society; \$5,000 are in notes, secured by real estate, signed by Colonel Eaton, and indorsed by General Howard; and \$1,000 is in fifty-two bonds of the United States. One of the notes became due the other day, and I took the money and bought a bond immediately.

Q. Is all the interest on this charity fund expended in aid of indigent students?—A. Yes, sir.

Q. These students belong to the university?—A. They belong to the university.

Q. No part of the principal has been expended?—A. Not at all.

Q. But all the interest has been?—A. Yes, sir.

By Mr. PERCE:

Q. Do I understand that these First Congregational church bonds were purchased out of a fund transferred to the university?—A. Yes; it had been in my hands a week before the investment was made. I thought the investment a good one, and I purchased these bonds.

Q. They were not funds belonging to the bureau?—A. No, sir; it was a transaction of my own as treasurer of the university.

Q. How do your accounts differ, if they do, from the ordinary accounts kept in the Quartermaster's Department by assistant quartermasters?—A. They are rather more simple, I think. I endeavored to improve upon their system. Having been commissary in the army for four or five years, I was familiar with the method of keeping commissary accounts. In getting up the forms for the bureau, I took some from the Commissary Department and some from the Quartermaster's Department, doing away with some which I thought unnecessary, and retaining some of their forms which I thought proper; for instance, Form 2. Those forms I endeavored to simplify and adapt to the bureau laws.

Q. To whom do the quartermasters of the bureau make their property and money returns?—A. They make them to the Treasury Department, the same as they would if they were quartermasters in the army.

Q. And their accounts are settled in the Treasury Department?—A. In the Treasury Department, through Auditors and Comptrollers, the same as if they were quartermasters in the army.

Q. To whom do you make returns of property and money?—A. I do not have any property returns; I make my money returns to the Third Auditor directly.

Q. You have nothing to do with the Quartermaster General?—A. No, sir; mine is a clean money account.

Q. Are your accounts to be settled through Auditors?—A. Yes, sir; through the Third Auditor and Second Comptroller.

Q. Are you in any way under the control of the Quartermaster General?—A. Not in the slightest; I am the chief disbursing officer of the Freedmen's Bureau.

Q. Does that officer hold a rank in the army?—A. I still keep my brevet rank in the army under the general law by which I was retained on duty in the bureau. I was assigned to duty under my local rank, but I have been brevetted since.

Q. I suppose you make your returns monthly?—A. I do.

Q. On what forms?—A. I have got up forms of my own, embracing some of the principles both of the Commissary Department and Quartermaster General's Department and the laws of the bureau.

By Mr. TYNER:

Q. You say that the purchase of the bonds of the First Congregational church was a transaction of your own as treasurer of the Howard University?—A. Yes.

Q. State whether or not it was ordered in any way by General Howard.—A. It was not.

Q. Was it agreed, or otherwise understood, before the transfer of that \$25,000 from the Freedmen's Bureau to the Howard University, that any portion of it should be invested in bonds of the First Congregational Society?—A. No, sir; not to my knowledge; I never heard anything about it.

By Mr. TOWNSEND:

Q. You took the responsibility upon yourself?—A. I did; as a six per cent. investment.

Q. How many charity students are aided out of this fund?—A. I do not know that there are any regular charity students. We aid them as their wants come up. They are all charity students in a certain sense. When a certain case comes up, it is brought

to the notice of the board, and the board authorizes so much of the fund to be used in that particular case.

By Mr. ROGERS:

Q. When transfers of money are made to the disbursing officers in the various States, are the acts of those officers reported to you, or do you have any further control over them?—A. Their accounts go through my office, and are examined in my office, and are by me, under General Howard's directions, sent to the Third Auditor for final settlement. They are all examined as they go through to see whether there are any irregularities in them or not, and to see if they have accounted for all funds received.

Q. Then they report to you?—A. In that sense.

Q. Have those foreign officers, as I may call them, any accountability directly to any bureau or branch of the government other than yours?—A. Some of them did hold a certain amount of quartermaster's property, such as horses, &c., for which they were accountable to the Quartermaster's Department.

Q. I mean as to those transfers of money?—A. No, sir; not in money. They are all under bonds, and are accountable to the treasury through the bureau.

Q. To whom are the trustees who are appointed to hold or buy land responsible, and to whom should they report their expenditures and their acts generally?—A. I cannot tell you.

Q. You spoke of trustees appointed for this Barry Farm fund, to whom you made a transfer.—A. Those trustees were appointed by General Howard.

Q. And you made a transfer to them of certain moneys?—A. Yes; on his order as Commissioner.

Q. To whom are those parties to make report of their acts and doings with that money?—A. I suppose to General Howard, as he appointed them.

Q. Have you any control over this transfer after you make it?—A. Not at all.

Q. Are those transfers all made and made alone on order of General Howard?—A. Yes, sir. There were only two of them, so far as I am concerned.

Q. All that you have got to do is just to pay out money on General Howard's order?—A. Yes; so far as those transfers are concerned.

Q. Then you are a mere clerk under General Howard?—A. I am an officer subject to his orders.

Q. With or without discretion?—A. With discretion.

Q. You stated this morning that there were certain moneys or supplies advanced to freedmen in Arkansas and some other States; state if you know how much money was thus advanced.—A. I cannot tell you; it was done before the organization of the bureau, by order of the Secretary of War, by the Commissary and Quartermaster's Departments, and under the old contraband system.

Q. Those accounts would be all found in the Commissary and Quartermaster's Departments?—A. I expect so. When the bureau was organized, we found such a state of things existing, and we saved what we could.

Q. Where can this information as to the amount of supplies furnished be found?—A. I suppose it can be found at the Quartermaster's and Commissary Departments.

Q. Have you on your books any entry to show the amount of money loaned or advanced to parties in the South to make crops—I mean loaned to planters under act of Congress?—A. All that information is in the Commissioner's report.

Q. Please to answer the question.—A. I should not have it all. All that I should have would be the transfer of money to the disbursing officer.

Q. I simply ask you if your books show the amounts thus advanced?—A. No, sir; possibly they may.

Q. Where would we be likely to find it?—A. I do not know but that my general book would show it; my individual book would not show it. Perhaps I may be able to show it.

Q. Be kind enough to report to the committee all the transfers of money made by you to disbursing officers in the various States, with the date and amount of each transfer?—A. I do not think I can. They did not draw money for that special purpose.

Q. My understanding is that transfers were made, and that you had no further control over them; I want to see the amount thus transferred.—A. I said I had no further control, except to examine the accounts when they came back, and either approve or disapprove of them.

Q. Those transfers were made by order of General Howard?—A. Yes, sir.

Mr. ROGERS. I want to see whether those disbursing officers have made their settlements, and in that way to connect General Howard with them.

WITNESS. If I bring you down my cash-book, where the transfers are entered, will that be enough?

Mr. ROGERS. You say that your books would likely show the amount transferred, advanced, or loaned, in money and supplies, to southern planters in 1853 and 1857?

WITNESS. I think I may be able to show it; I will do so if I can.

Mr. ROGERS. I would like you to show also the amount advanced to each planter, and the place where the farm is.

WITNESS. I cannot do that. I made the transfers to the officers and they made the disbursements.

Mr. ROGERS. I now insist that these papers shall be furnished, to show the transfer of all moneys, for any purpose whatever. I understand you to say that your books would not show the amount, the date, the names of the persons to whom money was advanced, and the places where they lived?

WITNESS. No, sir; that would be found in the local records of the State.

Mr. ROGERS. You think it can be found in the offices of the agents of the various States, or with their returns sent here?

WITNESS. Yes, sir; it would be in the local offices; I would not have it.

Q. Does it not come to you?—A. No, sir.

Q. So, if I understand you, after these transfers were made, you had no control over them at all?—A. No, sir; except as a supervising officer, examining the accounts as they went through my hands to see whether the disbursements were made according to law.

Q. Would you examine specifically each item?—A. Each voucher would be examined, and, if I thought it right, I would give the officer credit for it and send it to the Third Auditor for final settlement.

Q. So that the character of the voucher would pass through your hands?—A. The general voucher did; not all those individual details.

Q. You did not know whether the account was correct or not?—A. The officer certifies it on his honor, as all government officers do.

Q. Do all those agents of the Freedmen's Bureau belong to the government service, and are they governed by army regulations?—A. All disbursing officers of the bureau are governed by army regulations, and special laws, governing the bureau, passed by Congress.

Q. Are all agents of the bureau having charge of money governed by army regulations?—A. Yes, sir; and by the special laws of the bureau, as above stated.

Q. And their specific acts are not looked into; they are not required to make vouchers for every item?—A. If they make an expenditure in a certain district in relieving planters there may be one voucher, with sub-vouchers attached to it as evidence.

Q. These sub-vouchers would have to accompany the general voucher?—A. Yes, sir.

Q. To illustrate: If I send you out as an agent, and give you money to transact certain business, you bring me back a detailed statement, with vouchers for every dealing?—A. Yes, sir.

Q. Will your books show the amount received in return for those advances made to planters?—A. I think I can get it, or very nearly.

Q. Through whom would they come, through the same agents for the States?—A. Yes, sir.

By Mr. HOAR:

Q. What length of time would it take you to furnish the information asked for by Mr. Rogers?—A. It would take me a week, certainly.

Q. What was the course of business in regard to details of the accounts of the local disbursing officers? Suppose a local disbursing officer sent an account with vouchers to your office, did you examine that account in person, or was it done by the clerks in the office?—A. In the first year of the bureau, until the business multiplied so that I could not do it, I examined them personally; since then it has been intrusted to my experienced clerks.

Q. So that you did not have a personal inspection of each item, unless the clerk whose duty it was to examine found some question of importance or difficulty which he wished to bring to your attention?—A. Yes, sir. If he found anything which he thought irregular he brought the voucher to me for my decision.

Q. When you had yourself exhausted your own judgment upon it, what was then done with it in the way of submission to any superior?—A. It was then shown to the Commissioner, and finally sent to the Third Auditor for final settlement.

Q. Did it not fall under General Howard's personal inspection?—A. No, sir; except in special cases. I approved accounts by his order.

Q. So that it was no more customary for General Howard personally to inspect and pass upon each item in detail than it would be for the Secretary of the Treasury personally to inspect and pass upon every item of every account in his entire department?—A. Just the same, exactly.

By Mr. TOWNSEND:

Q. Where would those vouchers be found?—A. In the treasury of the United States, either in the office of the Second Comptroller or of the Third Auditor.

Q. They are not in your possession?—A. No, sir.

By Mr. PERCE:

Q. You render monthly accounts, do you not?—A. Yes, sir.

Q. You make your accounts in duplicate?—A. Yes, sir.

Q. Sending one to the treasury, and keeping the other in your office?—A. Yes, sir.
 Q. You have those papers, and can bring them here?—A. It would take an army wagon to bring them.

By Mr. MCNEELY:

Q. These Congregational church bonds pay a six per cent. currency interest?—A. Yes.

Q. To whom did you report your purchase of those bonds?—A. I reported to the board of trustees of the university.

Q. You stated the other day that you purchased them from the building committee of that association.—A. I think I said I purchased them from two of the trustees.

Q. General Howard and Mr. Rumsey?—A. Yes, sir.

Q. Who has the paying out of the rents received by Howard University?—A. I have; they come to me.

(Witness was directed to furnish a statement of the expenditure of the rents received by the Howard University.)

Q. In disbursing those funds do you disburse them as agent of the bureau or of the university?—A. As treasurer of the university.

WASHINGTON, D. C., June 1, 1870.

GEORGE W. BALLOCH—Examination continued.

Question. Have you the papers with you called for some time ago?—Answer. I have with me some of the papers I was requested to furnish.

Q. Have you the one showing the amount on hand 2d of March, 1867, of the freedmen and refugees' fund, the amount received subsequent to that account, the amount disbursed from it, &c.?—A. I had that all made up, and went to my desk for it, but found that it had been mislaid. I will have to have it made out again.

Q. I understand you are the disbursing officer or agent of the university fund?—A. I am treasurer of Howard University.

Q. Are you the officer who makes deposits of that fund here?—A. No, sir; I make no deposits in the Freedmen's Savings Bank as treasurer of the university.

Q. Has the university any other bank account here?—A. I do not keep any bank account. In the early days of the university I kept a small account at the National Bank of the Republic, but that has been closed long ago. I presume Mr. Cole may keep a bank account.

Q. The university, then, has no other place of deposits except this?—A. I have said that as treasurer of the university I keep no bank account. Mr. Cole, as financial agent, I presume, keeps an account.

Q. The sum total of his deposits here, according to the books, show only \$4,000. Of course, there is a larger amount than that of the fund. I want to know where that account is kept; where are the funds at your command as an officer of that institution?—A. In the box in my fire and burglar-proof safe, marked "Howard University;" in that are my funds as treasurer of the university.

Q. They are not kept in any bank?—A. No, sir; I stated that in the early history of the university I kept a small bank account in the National Bank of the Republic, but that is closed.

Q. Have you any knowledge at all of the account of the Barry Farm fund?—A. No, sir.

Q. You never had any knowledge of that farm?—A. No, sir.

Q. Has the Howard University ever received a donation from the Barry Farm fund?—A. I think we have received something from that fund.

Q. Have you a recollection of the time and the amount?—A. No, sir; I could not tell.

Q. Did you ever have any conversation with Major S. N. Clarke in reference to the accounts of that fund?—A. No, sir.

Q. Have you any knowledge of receiving a note from that fund and substituting a receipt, dated in 1869, for \$3,077 50?—A. I think I did receive a note for that amount, which has since been paid, and gave my receipt for it.

Q. Who was the maker of that note?—A. General Howard.

Q. Do you recollect when you received it?—A. I received it somewhere about the 15th of April of this year.

Q. Was it at that time that you gave this receipt to that fund as having received so much money?—A. Yes, sir; I dated the receipt at the same time the note was dated.

Q. Did you antedate the receipt?—A. I did. The note was dated, and I dated the receipt to correspond with the date.

Q. Then, you gave a receipt in April of this year dated in March, 1869, for this sum?—A. I think the receipt explains itself.

Q. In what form does that transaction appear on the accounts of the university?—
A. It is entered as received originally, under the head of "bills payable," and when paid it was entered as cash.

Q. This note, I understand you, has been paid since April?—A. Yes, sir; the note and interest have been paid.

Q. Do you know anything of the sum of \$3,000 received from the Barry Farm fund during the year 1868?—A. I think I received a note signed by John R. Elvans, indorsed by General Howard, for that amount. A part of it had been paid when it was turned over by General Howard, and General Howard gave me money enough to make it good. There were some indorsements on it. That has all been paid.

Q. General Howard's and Mr. Elvans's note have both been paid?—A. Yes, sir.

Q. Did they come to the university as donations or contributions?—A. They came as a part of the Barry Farm fund.

Q. Did they come in payment of any transaction?—A. No, sir; they came as our proportion of that fund.

Q. When you speak of payment, you do not mean to say payment of the debt?—A. No, sir; I speak of it as a donation.

Q. That applies to both these notes?—A. Yes, sir.

Q. Then you received notes, not money?—A. We did not get the money at the time. The money has been paid since. The notes were all bearing interest.

Cross-examination by Mr. KETCHUM:

Q. Explain whether that note which you have spoken of, that was paid in April last, arose out of any mistake; and if so, what mistake.—A. If the committee will allow me one moment, I will tell it just as I understood it. I understand that Major Clark came on from Chicago and spent about a fortnight in carefully examining the whole transaction of the Barry Farm fund, and found upon the whole transaction that there was due the fund from General Howard that amount of money, and due from the time this note was dated. General Howard immediately gave his note from that time, bearing interest. I dated the receipt at the same time, and the account was balanced.

Q. What interest was paid, from what time to what time?—A. Six per cent. from the time the amount became due from General Howard.

(The last two answers objected to by Mr. Wood, as not stating what was within the knowledge of the witness.)

Q. Was the note, principal and interest, all paid at one time?—A. A part of the principal was paid at one time, and the rest of the principal, with all the interest, was paid at another.

Q. Did the interest cover all the time as to which the mistake was ascertained?—A. Yes, sir.

Q. Has General Howard solicited and procured any donations from strangers and private individuals for the Howard University?—A. He has.

Q. Can you state the amount of these donations which he has so obtained?—A. General Howard has turned over to me up to the present time \$58,113 19 as donations received from individuals, societies, Sunday schools, and the like of that.

Q. Has he obtained also subscriptions which are not yet paid?—A. I have seen in his possession a subscription book in which there were subscriptions unpaid to the amount, I think, of about \$80,000.

(This testimony objected to by Mr. McNeely, as irrelevant.)

By Mr. McNEELY:

Q. Have you any minutes showing the turning over of these donations to the Howard University?—A. It runs through my cash-book from the commencement of the university.

Q. What book would show the amount and source of each donation?—A. My private cash-book.

Q. Would it be shown on the books of the university?—A. No, sir, not individually; it would be collectively.

Q. How is it that donations turned over to the university would not be on the university books?—A. All that has been turned over in one day would be shown, but I have a little private memorandum book in which I have entered each man's name.

Q. As a part of this \$58,000, was there \$25,000 from the Barry Farm fund?—A. No, sir.

Q. Does that amount include the amount you received from the Barry Farm fund?—A. No, sir. These donations are some of them for scholarships, some for agricultural purposes, and some for other specific purposes, and they would be posted to the several accounts for which they were given.

Q. Donated in cash, bonds, or what?—A. In cash, usually.

Q. How much in cash?—A. I cannot tell that.

Q. Could you make out a detailed account of these donations?—A. In my present state of health it would require four or five days.

Q. Do you say that no part of this fifty-eight thousand and odd dollars came from the Barry Farm fund?—A. I do not think it did.

Q. Do you know that it did not?—A. I do not know that it did not.

Q. You state, in referring to some note, that the amount was found due to the Barry Farm fund from General Howard; how much was that note given for?—A. I think, for a little over \$3,800.

Q. I understand that you have been treasurer of the board of trustees of Howard University all the time?—A. Yes, sir.

Q. And you kept a book showing your financial transactions as treasurer—showing the amount received from the different sources and the amount paid over?—A. Yes, sir.

Mr. MCNEELY asked that the book referred to be produced before the committee at the future session.

WASHINGTON, D. C., June 3, 1870.

G. W. BALLOCH appeared before the committee to make a correction in his previous testimony. He said:

In my testimony the night before last I testified that I received a note from General Howard for \$3,800, or thereabouts, on account of the Barry Farm fund. I testified that I received it in April; I received it in March, when Major Clarke was here. General Howard made a payment upon it in April, but it was in March that I received the note.

Witness also produced some papers called for by Mr. Wood, and the cash-book of the university, called for by Mr. McNeely.

Mr. MCNEELY. I want to find out what amount the university has paid for clothing of students—uniforms; how much has been paid out of the funds of the university for board, tuition, and clothing of students; what amount of rents has been received by the university from all sources, giving the items; and for what purpose the rents have been expended, giving the items. I find that there is no index in this book, and no account of that sort.

General HOWARD offered to furnish the statements called for from the record, and to have them certified to by the proper officer. He said that one officer could not furnish all that information.

Mr. TOWNSEND asked Mr. McNeely if he were content to take the accounts offered to be furnished by General Howard, and certified to by the proper officers.

Mr. MCNEELY said he was willing to do so; but he supposed that the books would be here also.

General HOWARD stated that part of the information asked was in the cash-book of the university, and the rest of it in other books; but he would have an exact transcript made.

Mr. MCNEELY handed to the witness and put in evidence the following letter:

WASHINGTON, D. C., March 15, 1869.

"Sir: In compliance with the request of Hon. Henry Wilson, contained in his letter of March 13, I have the honor to submit the following report:

"Unexpended amount of appropriations now on hand, \$1,756,225 54.

"Estimated amount that will be on hand July 16, 1869, \$1,000,000.

"Number of school buildings built in part or wholly by this bureau, 630.

"The cost of the buildings cannot be ascertained, but the total amount expended up to this date for rental and repairs (including construction) of school-houses and asylums is \$1,771,132 25.

"The first certificate under the bounty law of March 29, 1867, was received April 17, 1867.

"Total number of certificates received up to March 15, 1869, is 30,895.

"Number of claimants paid to same date, 24,471.

"Number remaining unpaid to same date, 6,424.

"Total cash value of certificates received	\$6,171,756 67
"Total cash value of certificates paid.....	4,726,886 02

" Balance on hand.....	1,444,870 65
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"Number of claims now in prosecution in the claim division of this bureau is 3,348.

"Number of claims on file awaiting settlement in office of Second Auditor, about 27,000.

"The number of colored soldiers on the rolls in the War Department for whom no application has yet been made, is supposed to be about 30,000.

"The number borne on the rolls as slaves for whom applications would also be made if legislation now pending goes into effect, is supposed to be at least 30,000.

"Respectfully, yours,

"GEO. W. BALLOCH,

"*Brevet Brigadier General and Chief Disbursing Officer.*

"Brevet Brigadier General E. WHITTLESEY."

Mr. HOAR, (to witness.) I want to know about that report, whether General Howard had anything to do with it, or knew anything about it?

WITNESS. He did not; he was absent at the time. I went to work and got up the estimate as nearly as I could. It was a mere approximation.

The following are documents brought by the witness, in accordance with the request of the committee:

[*General Orders No. 90.*]

"HEADQUARTERS DEPARTMENT OF VIRGINIA AND NORTH CAROLINA,

"*In the Field, Virginia, August 4, 1861.*

"The recruitment of colored men as soldiers, to be counted in the quotas of the several States, is a settled rule of action by the government.

"There are unfilled regiments in this department sufficient to absorb all the colored men in the department not otherwise in the military service. Most of the colored men of age for military duty have either helpless parents or families dependent upon them, who, in the absence of the labor of the soldier, must be supported by the government, directly from the treasury.

"All the States provide in some form by law, either as 'State aid,' or by bounties, for the families of their soldiers, or, at worst, they must be supported in the county or State almshouses.

"This burden of supporting the families of colored soldiers, by the act of enlisting men in this department, is thrown directly upon the United States, whose wards and charge, by the action of the war, the negroes have become.

"The military administration of this department, in enlisting colored recruits, has heretofore undertaken to see to it that their families shall not suffer, and this aid is thus made a part of the pay of the soldier. But these soldiers have enlisted without bounty.

"Now, however, the States enlist the recruit, and throw the burden, which ought to have been borne by themselves, upon the United States, and are at the same time paying large bounties to the enlisted man, and in some cases, in fact, buying him as a substitute.

"What guarantee shall the United States have for the good of the service of the recruit obtained by large rewards, or that his family shall be provided for hereafter?

"To show that this is no inconsiderable a matter, it is necessary to recur to a few statistics seen in the report of the superintendent of negro affairs in this department. There are now 71,253 negroes in this department, of which 20,457 draw rations in whole or in part from the government, of which one-third ($\frac{1}{3}$) are in the families of colored soldiers, 8,343 of whom have been enlisted in this department.

"By a wise regulation, the bounties paid by the government to white soldiers have been put in installments, to assure—

"1st. That a recruit shall not be swindled out of his bounty by the broker, as only one-third is paid where he can get hold of it.

"2d. That the whole bounty shall not be paid if not fairly earned by the soldier; and,

"3d. To enable the soldier to provide for his family by payments from time to time of the installments of the bounty.

"All this is lost by the system of recruitment of the negroes for the State quotas.

"With all the guards which the utmost vigilance and care have thrown around the recruitment of white soldiers, it is a fact as lamentable as true that a large portion of the recruits have been swindled of part, if not all, of their bounties. Can it be hoped that the colored man will be better able to protect himself from the infinite ingenuity of fraud than the white?

"Therefore, to provide for the families of the colored recruits enlisted in this department, to relieve the United States, as far as may be, from the burden of supporting the families, and to insure that at least a portion of the bounty paid to the negro shall be received for his use and that of his family,

"It is ordered:

"1. That upon the enlistment of any negro recruit into the service of the United States for three (3) years by any State agent, or other person not enlisting recruits under the direct authority of the War Department, a sum of one hundred (100) dollars, or one-third ($\frac{1}{3}$) of the sum agreed to be paid in bounty, shall be paid, if the amount exceeds three times that sum, into the hands of the superintendent of recruiting, or an officer to be designated by him, and in the same proportion for any less time; and no mustering officer will give any certificate or voucher for any negro recruit mustered into the

service of the United States, so that he may be credited to the quota of any State, or as a substitute, until a certificate is filed with him that the amount called for by this order has been paid to the satisfaction of the superintendent of recruiting of the district wherein the recruit was enlisted; but the mustering officer will, in default of such payment, certify upon the roll that the recruit is not to be credited to the quota of any State, or as a substitute.

"II. The amount, as paid to the superintendent of recruiting, shall be turned over on the last day of each month to the superintendent of negro affairs, to be expended in aid of the families of negro soldiers in this department. The certificates filed with the commissary of musters will be returned to said superintendent of negro affairs on the first day of every month, so that the superintendent may vouch the accounts of the superintendent of recruiting, for the amounts received by him.

"And the superintendent of negro affairs will account monthly to the financial agent of this department for the amounts received and expended by him.

"III. As there are unfilled colored regiments in this department sufficient to receive all the negro recruits therein, no negro male person above the age of sixteen (16) years shall be taken out or attempted to be taken out of this department, either as a recruit, as officer's servant, or otherwise, in any manner whatever, without a pass from these headquarters. Any officer, master of transportation, provost marshal, or person, who shall aid, assist, or permit any male negro of the age of sixteen (16) years or upwards to go out of this department, in contravention of this order, will be punished, on conviction thereof before the provost court, by not less than six (6) months imprisonment at hard labor, under the superintendent of prison labor at Norfolk; and if this offence is committed by or with the connivance of any master of steamboat, schooner, or other vessel, the steamboat, or other vessel, shall be seized and sold, and the proceeds paid to the superintendent of negro affairs, for the use of the destitute negroes supported by the government.

"IV. The several recruiting rendezvous in this department will be camps of instruction and discipline.

"Recruits will be instructed during their continuance in the camp in the school of the soldier and the company; and will be forwarded from time to time, upon requisitions, to such regiments as they may be ordered. Weekly reports will be made to these headquarters, by the superintendent, of the number of men in camp fit for duty, and the States to which they are accredited.

"Whenever details are made to join regiments, the men longest in camp will be sent.

"Officers will be detailed from time to time, upon application to these headquarters therefor, for the purpose of instructing these recruits.

"By command of Major General B. F. Butler.

"R. S. DAVIS,

Major and Assistant Adjutant General.

"Official:

"GEO. W. BALLOCH,

Brevet Brigadier General and Chief Disbursing Officer.

[Special Orders No. 131.]

"WAR DEPARTMENT, BUREAU OF REFUGEES, FREEDMEN AND

ABANDONED LANDS, Washington D. C., October 7, 1868.

"I. * Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of one thousand dollars (\$1,000) to the Saint Augustine Normal School and Collegiate Institute, an educational institution incorporated for loyal refugees and freedmen, under authority of section fourteen (14) and fifteen (15) of chapter twenty-six (26) of the revised code, State of North Carolina, (a copy of which is hereto annexed,) said sum to be paid out of the balance on hand, March 2, 1867, of the refugee and freedmen's fund. This order is based upon the authority of an act of Congress entitled 'An act making appropriations for the support of the army for the year ending June thirtieth, (30,) eighteen hundred and sixty-eight (1868,) and for other purposes,' approved March 2, 1867. Said transfer shall be made upon the receipt for said sum signed by some person duly authorized by said corporation to receive and receipt for the same.

"By order of Major General O. O. Howard, Commissioner.

"F. D. SEWALL,

Acting Assistant Adjutant General.

"Official copy.

"F. D. SEWALL,

Acting Assistant Adjutant General.

"General G. W. BALLOCH,

Chief Disbursing Officer Bureau Refugees, Freedmen and Abandoned Lands.

"Chapter 26 revised code of North Carolina.

"SECTION 14. Any number of persons, not less than five, who may be desirous of engaging in any scheme of charity or benevolence, or for the encouragement and promotion of education, or in the business of mining or manufacturing at any place within the State, may, if it pleases them, become incorporated in the manner following, that is: such persons shall by articles of agreement, under their hands and seals, set forth before the clerk of the county court where such mining is to be conducted or manufactory established, and in case of any other association before the clerk of the county court of the county where the meetings may be held: 1. The corporate name. 2. The business professed. 3. The length of time desired, not exceeding thirty years, except as to mining corporations, the term for which shall not exceed sixty years. 5. The name of persons who have subscribed, and in the case of mining and manufacturing shall also state. 6. The amount of capital; and, 7. The number of shares and the amount of each, the same not less than fifty dollars each, and the amount paid in on each share, which shall not be less than one dollar for each share, nor upon all the shares less than one hundred dollars, and shall be paid to the clerk of the county court of the proper county, the payment whereof shall be certified by the clerk and indorsed on the articles of agreement.

"SECTION 15. The said articles of agreement, after having been proved by a subscribing witness, or acknowledged before and recorded by the clerk, and such as relate to mining and manufacturing being moreover indorsed with the clerk's receipt of the money as aforesaid, shall be transmitted to the secretary of state and filed in the department of state, whereupon the governor, on application, shall issue letters patent under the seal of the State, declaring said persons and their successors to be, and from thenceforth they shall be, a corporation for the purpose, and according to the terms prescribed in said articles, and shall cause notice thereof to be published in some newspaper printed in the county, or nearest to the place where said articles may be recorded, in which shall be set forth the substance of the article and (in case of companies having a capital) the amount of capital and value of shares.

"STATE OF NORTH CAROLINA, DEPARTMENT OF STATE,

" Raleigh, August 20, 1867.

" I, R. W. Best, secretary of state, do hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

" R. W. BEST,

" Secretary of State.

" ANDREW LIME,

" Clerk.

" Official copy :

" E. WHITTLESEY,

" Acting Assistant Adjutant General.

" STATE OF NORTH CAROLINA.

" To all to whom these presents shall come, greeting :

" Whereas, Thomas Atkinson, R. S. Mason, J. Brinton Smith, I. Blount Cheshire, Aldert Smedes, E. M. Forbes, A. I. De Rossett, Richard H. Smith, W. R. Cox, John Wilkes, and Kemp P. Battle, of the State aforesaid, in accordance with the law (as prescribed in section fourteen and fifteen of chapter 26 of the revised code) have made application to be created and constituted a body politic and corporate, to be known as the Saint Augustine Normal School and Collegiate Institute, for the purpose of educating teachers for the colored people of the State of North Carolina, and elsewhere in the United States. Now, therefore, know ye, that I, Jonathan Worth, governor of said State, by virtue of the power and authority in me vested by the constitution and laws of the State do issue these my letters patent to the said Thomas Atkinson, R. S. Mason, J. Brinton Smith, I. Blount Cheshire, Aldert Smedes, E. M. Forbes, A. I. De Rossett, Richard H. Smith, W. R. Cox, John Wilkes, and K. P. Battle, hereby creating and constituting them and their successors a body politic and corporate under the name and style of the Saint Augustine Normal School and Collegiate Institute, under which name they have succession and a common seal, sue and be sued, plead and be impleaded in any court of record, or before any justice of the peace in this State; contract and be contracted with, acquire, hold, and dispose of personal property for the benefit of said corporation, and such real estate as may be requisite for the convenient transaction of its business, to have power to pass such by-laws and regulations as may be necessary for its government, which may not be inconsistent with the constitution and laws of the State and of the United States, and to have all other powers usual and necessary to such corporations, for the purpose hereinbefore set forth; upon the condition, however, that the said corporation shall exist only for the term of thirty years from the date thereof.

"In witness whereof, his excellency Jonathan Worth, our governor and captain-general and commander-in-chief has hereto set his hand and caused the great seal of the State to be affixed.

"Done at the city of Raleigh, this 19th day of July, in the year of our Lord one thousand eight hundred and sixty-seven, and in the ninety-second of our independence.

"JONATHAN WORTH.

"By the governor:

"WM. H. BAGLEY, *Private Secretary.*

"Official copy:

"A. P. KETCHUM,
"Acting Assistant Adjutant General.

"Official copy:

"E. WHITTLESEY,
"Acting Assistant Adjutant General."

"Resolution adopted at a meeting of the board of Trustees of the Saint Augustine Normal School and Collegiate Institute.

"Resolved, That the treasurer be authorized to receive and receipt for all moneys and funds which may be donated to the Saint Augustine Normal School and Collegiate Institute.

"A true copy:

"KEMP P. BATTLE,
"Secretary and Treasurer St. Augustine Normal School.

"A true copy:

"KEMP P. BATTLE,
"Secretary.

"A true copy:

"E. WHITTLESEY,
"Acting Assistant Adjutant General.

"RALEIGH, NORTH CAROLINA, October 9, 1868.

"I certify that at a meeting of the trustees of the Saint Augustine Normal School and Collegiate Institute, Kemp P. Battle was elected treasurer of said institution.

"R. S. MASON,
"Chairman.

"A true copy:

"E. WHITTLESEY,
"Acting Assistant Adjutant General.

"RALEIGH, NORTH CAROLINA, October 8, 1868.

"I certify that the Saint Augustine Normal School and Collegiate Institute has no corporate seal.

"KEMP P. BATTLE,
"Sec. and Treas. St. Augustine Normal School and Col. Inst.

"A true copy:

"E. WHITTLESEY,
"Acting Assistant Adjutant General.

"Received at Raleigh, North Carolina, this 9th day of October, 1868, of Brevet Brigadier General George W. Balloch, chief disbursing officer Bureau Refugees, Freedmen and Abandoned Lands, one thousand dollars, (\$1,000.) being amount transferred to the Saint Augustine Normal School and Collegiate Institute, under the provisions of Special Orders No. 131, War Department, Bureau Refugees, Freedmen and Abandoned Lands, dated October 7, 1868, a copy of which is hereto annexed, the same being receipted for by me as agent of said corporation to receive and receipt for the same, a copy of which certificate, signed by the proper officers of said corporation, is hereto appended.

"This receipt is given with the understanding that the funds herein referred to shall be forever appropriated to the education of loyal refugees and freedmen and their descendants.

"KEMP P. BATTLE,
"Treasurer Saint Augustine Normal School and Collegiate Institute.

"Approved, and ordered paid:

"O. O. HOWARD,
"Major General, Commissioner."

WASHINGTON, D. C., February 8, 1868.

FREEDMEN'S BUREAU, to D. L. EATON, DR.

For following building material, delivered at Effingham Place, for erection of said building, between Friday, January 24, and Friday, January 31, 1868, inclusive, to wit:

For 11,375 gray blocks, at \$40 per 1,000..... \$455

I certify that the above account is correct.

HENRY R. SEARLE,
Architect.

THE UNITED STATES to D. L. EATON, DR.

February 8, 1868.—For building material furnished under contract of December 30, 1867, for use in construction of building now being erected for educational purposes on the ground near Washington, D. C., known as "Effingham Place," as per statement of Henry R. Searle, architect, hereto annexed..... \$455

I certify on honor that the above account is correct and just; that the services were rendered as stated, and were necessary for the public service.

O. O. HOWARD,
Major General, Commissioner.

Approved, and ordered paid:

Brevet Major General, United States Army, Commissioner.

Received at Washington, D. C., this 8th day of February, 1868, from Brevet Brigadier General George W. Balloch, chief disbursing officer, four hundred and fifty-five dollars, in full of the above account, by check No. 453 on the United States Treasury, dated February 8, 1868.

D. L. EATON.

[Signed in duplicate.]

Official copy:

GEO. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

SAINT AUGUSTINE NORMAL AND COLLEGIATE INSTITUTE,
Raleigh, North Carolina, October 9, 1868.

Received of Major General O. O. Howard, treasurer educational funds, the sum of eight thousand four hundred and sixty-one dollars and seventy-five cents, (\$8,461⁷⁵/₁₀₀) by deed of portion of square 1025, Washington, D. C., duly stamped and recorded in the register's office of the city of Washington, D. C.

R. S. MASON, *President.*
KEMP P. BATTLE, *Secretary and Treasurer.*

THE UNITED STATES to J. G. GRIFFIN, DR.

May 29, 1869.—For the following described materials furnished by him for use in repairing the Wilberforce university building, near Xenia, Ohio, said university being designated for the education and elevation of the colored race, viz:

One hundred and seventy-five thousand (175,000) bricks at \$7 per 1,000.....	\$1, 225 00
Fourteen hundred and eighty-five (1,485) bushels of lime, at 15 cents per bushel.....	222 75
Thirty-one (31) squares of slate, at \$12 67 ³ / ₄ per square.....	393 00
Fourteen (14) iron pillars, at \$29 42 ¹ / ₂ each.....	412 00
Twenty-one thousand three hundred and fifty (21,350) feet of lumber, at \$35 per 1,000 feet.....	747 25
	<u>3, 000 00</u>

I certify on honor that the above account is correct and just, and that the materials above specified were delivered to me and used for the purpose stated.

LAWRENCE ALEXANDER,
Contractor.

Approved, and ordered paid:

O. O. HOWARD,
Brevet Major General, United States Army, Commissioner.

Received at Washington, D. C., this 18th day of June, 1869, from Brevet Brigadier General George W. Balloch, chief disbursing officer, three thousand dollars, in full of the above account, by check No. 5788 on the United States assistant treasury, at New York, dated June 18, 1869.

J. G. GRIFFIN.

[Signed in duplicate.]

Official copy:

GEO. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

OBERLIN COLLEGE to C. E. BONSOR, DR.

To furnishing materials and laying brick in Society Hall, as per contract, as follows:

111,629 brick in front story, at \$16 per M.....	\$1,786 06
108,689 brick in second story, at \$16 25 per M.....	1,766 19
	<u>3,552 25</u>
Deduct for opening 17,382 bricks, at \$8.....	139 05
	<u>3,413 20</u>
	Cr.
By cash on account.....	229 84
	<u><u>3,183 36</u></u>

Received payment by George Kinney, treasurer, Oberlin, September 1, 1869.

C. E. BONSOR.

[Stamp.]

True copy:

S. A. TERRY,
Agent Bureau Refugees, Freedmen and Abandoned Lands.

OBERLIN COLLEGE to WILLIAM H. BACKUS, DR.

To labor and materials furnished for Society Hall, as follows:

355 days of carpenter work, at \$3.....	\$1,065 00
8,783 feet dress finishing lumber, at \$36 per M.....	316 18
5,470 feet ash flooring, at \$38 per M.....	207 86
283 pounds nails, at 7 cents.....	19 81
205 pounds nails, at 6 cents.....	12 30
Machine work, sawing bridging.....	4 20
Machine work, sawing seat ends.....	14 90
2,950 feet timber for raised seats.....	53 10
350 feet oak plank for stair treads, at \$20.....	7 00
53 pounds casing nails, at 7 cents.....	3 71
Machine work, sticking moldings and casings.....	12 60
1,656 feet band and base moldings.....	49 68
1,794 feet timber for partitions.....	32 29
Machine work on moldings, &c., west room.....	13 83
42 feet pine lumber for stairs.....	1 68
100 feet basswood for stairs.....	2 50
	<u><u>1,816 64</u></u>

Received payment September 5, 1869.

WM. H. BACKUS.

[Stamp.]

True copy:

S. A. TERRY,
Agent Bureau Refugees, Freedmen and Abandoned Lands.

THE UNITED STATES to GEORGE KINNEY, Dr.

February 28, 1870.—For moneys expended by him as treasurer of Oberlin College, Ohio, for materials and labor required in the erection of an additional building for the use of said college, known as "French Hall," as per annexed sub-vouchers, viz :

Furnishing and laying 111,629 brick in first story, at \$16 per M.	\$1,786 06	
Furnishing and laying 102,630 brick in second story, at \$16 25 per M.	1,766 19	
		<u>3,552 25</u>
Deduct for openings	\$199 05	
Deduct for cash paid on account	229 84	
		<u>368 89</u>
		\$3,183 36
8,783 feet dress finishing lumber, at \$36 per M.		316 18
5,470 feet ash flooring, at \$38 per M.		207 86
233 pounds nails, at 7 cents per pound		19 81
205 pounds nails, at 6 cents per pound		12 30
Machine work, sawing bridging		4 20
Machine work, sawing seat ends		14 90
2,950 feet timber for raised seats, at \$18 per M.		53 10
350 feet oak plank for stair treads, at \$20 per M.		7 00
53 pounds casing nails, at 7 cents per pound		3 71
Machine work, sticking moldings and casings		12 60
Machine work on moldings, &c., west room		13 83
1,656 feet band and base moldings, at \$30 per M.		49 68
1,794 feet timber for partitions, at \$18 per M.		32 29
100 feet basswood for stairs		2 50
42 feet pine lumber for stairs		1 63
355 days' work of carpenters, at \$3 per day		1,065 00
		<u>5,000 00</u>

I certify on honor that the above account is correct and just; that the services were rendered, and materials furnished and expended as stated, and were necessary for the public service.

J. W. ALVORD,
General Superintendent of Education.

Approved, and ordered paid:

O. O. HOWARD,
Brevet Major General United States Army, Commissioner.

Received, at Washington, D. C., this 7th day of March, 1870, from Brevet Brigadier General George W. Balloch, chief disbursing officer, five thousand dollars, in full of the account, by check No. 8596 on the assistant treasurer at New York, dated 7th March, 1870.

GEORGE KINNEY,
Treasurer Oberlin College.

[Signed in duplicate.]

Official copy:

G. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

WASHINGTON, May 9, 1870.

Hon. S. M. ARNELL,
Chairman Committee on Education and Labor, II. R.

SIR: The committee desired me to furnish evidence as to how much this bureau aided in erecting the High School building in Wilmington, Delaware. I have nothing in my office that shows the amount, but I learn from reliable sources that the amount was \$5,000, and that the city of Wilmington gave the same. The expenditure was made by the assistant commissioner for Maryland and Delaware.

Respectfully yours,

GEO. W. BALLOCH,
*Brevet Brigadier General and Chief Disbursing Officer,
Bureau Refugees, Freedmen and Abandoned Lands.*

THE UNITED STATES to J. H. HAWES, DR.

January 29, 1870.—For one thousand (1,000) copies of the New Era, No. 2, a newspaper published at Washington, D. C., devoted to the promotion of the educational and other interests of the colored people, the same being required for distribution among officers, agents, teachers, and pupils in connection with, and auxiliary to, the educational work of the Bureau Refugees, Freedmen and Abandoned Lands..... \$40 00

I certify, on honor, that the above account is correct and just; that the services were rendered as stated, and were necessary for the public service.

J. W. ALVORD,
General Superintendent of Education.

Approved, and ordered paid:

O. O. HOWARD,
Brevet Major General, United States Army, Commissioner.

Received, at Washington, D. C., this 29th day of January, 1870, from Brevet Brigadier General George W. Balloch, chief disbursing officer, forty dollars, in full of the above account, by check No. 232 on the United States Treasury, dated 29th January, 1870.

J. H. HAWES.

[Signed in duplicate.]

Official copy:

GEO. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

THE UNITED STATES to J. H. HAWES, DR.

February 19, 1870.—For one thousand (1,000) copies of the New Era, No. 6, a newspaper published at Washington, D. C., devoted to the promotion of the educational and other interests of the colored people, the same being required for distribution among officers, agents, teachers, and pupils in connection with, and auxiliary to, the educational work of the Bureau Refugees, Freedmen and Abandoned Lands..... \$40 00

I certify, on honor, that the above account is correct and just; that the services were rendered as stated, and were necessary for the public service.

J. W. ALVORD,
General Superintendent Education.

Approved, and ordered paid:

O. O. HOWARD,
Brevet Major General, United States Army, Commissioner.

Received, at Washington, D. C., this 19th day of February, 1870, from Brevet Brigadier General George W. Balloch, chief disbursing officer, forty dollars, in full of the above account, by check No. 366 on the United States Treasury, dated 19th February, 1870.

J. H. HAWES.

[Signed in duplicate.]

Official copy:

GEO. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

THE UNITED STATES to J. H. HAWES, DR.

February 26, 1870.—For one thousand copies of the New Era, No. 7, a newspaper published at Washington, D. C., devoted to the promotion of the educational and other interests of the colored people, the same being required for distribution among officers, agents, teachers, and pupils in connection with, and auxiliary to, the educational work of the Bureau Refugees, Freedmen and Abandoned Lands..... \$40 00

I certify, on honor, that the above account is correct and just; that the services were rendered as stated, and were necessary for the public service.

J. W. ALVORD,
General Superintendent Education.

Approved, and ordered paid:

O. O. HOWARD,
Brevet Major General, United States Army, Commissioner.

Received, at Washington, D. C., this 26th day of February, 1870, from Brevet Brigadier General George W. Balloch, chief disbursing officer, forty dollars, in full of the above account, by check No. 481 on the United States Treasury, dated 26th February, 1870.

J. H. HAWES.

[Signed in duplicate.]

Official copy :

GEO. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

REFUGEE AND FREEDMEN'S FUND.

Balance on hand March 1, 1867..... \$247, 201 25

RECEIPTS.

Freedmen's fund. Rents, fines, fees, &c.....	67, 606 17
Government farms.....	- 48, 611 28
Rent of buildings.....	27, 494 80
Rent of lands.....	6, 712 90
Transportation.....	2, 119 96
Commissary stores. Sales to planters.....	141, 458 86
	<u>541, 235 22</u>

EXPENDITURES.

Clothing, fuel, and subsistence.....	\$56, 286 45
Rent of buildings.....	833 33
Rent of land.....	3, 844 30
Agents and clerks.....	33, 762 17
Contingent expenses.....	15, 766 25
Transportation.....	679 26
Schools—rents, &c.....	55, 974 17
Transferred to incorporated institutions as per report.....	263, 000 00
Transferred to Pomeroy, Elvans, and Howard, trustees for educational institutions.....	77, 000 00
Internal revenue.....	437 78
Quartermaster's Department.....	170 23
Transferred to appropriation fund.....	25, 868 14
	<u>533, 622 08</u>
Balance on hand, March 31, 1870.....	7, 613 14
	<u><u>541, 235 22</u></u>

Official copy :

GEO. W. BALLOCH,
Brevet Brigadier General and Chief Disbursing Officer.

WASHINGTON, D. C., May 6, 1870.

JOSEPH J. OTT sworn and examined.

By Mr. WOOD :

Question. Please state your name, present residence, and present occupation if you have any.—Answer. My name is Joseph J. Ott; my present residence is 226 South Third street Philadelphia; and my present occupation is that of a salesman.

Q. Were you ever employed in the Department of War in this city?—A. Yes, sir; in a branch of it.

Q. In what part of the department?—A. In the Quartermaster's Department of the army, and afterwards in the quartermaster's department of the Bureau of Refugees, Freedmen and Abandoned Lands.

Q. How long were you employed in the Quartermaster's Department of the army?—A. From about the 1st of June, 1865, until the 1st of April, 1867.

Q. What were your duties?—A. Passenger transportation clerk.

Q. Please state what was the nature of your duties and what you were required to do as transportation clerk when you were in the Quartermaster's Department of the army, before you were transferred to the Freedmen's Bureau?—A. I was required to issue transportation orders on public conveyances upon requisitions from any proper authority.

Q. You were subsequently transferred to the Freedmen's Bureau?—A. Yes, sir; I was in the bureau from April 1, 1867.

Q. Until when?—A. Until about the latter part of February, 1869; although I received pay, I believe, through March; I am not positive on that point—the latter part of February or the latter part of March.

Q. What were the reasons for your transfer?—A. Prior to this time the transportation for the bureau was issued by the Quartermaster's Department of the army. At this time it was transferred to the bureau, to be issued by the officers of the bureau, and I was transferred with it. That was April 1, 1867.

Q. You mean the transportation of freedmen?—A. All transportation on account of the bureau was transferred, yes, sir; that is not all; in some cases where there were no facilities the Quartermasters' Department of the army did still issue some orders; but the general business of transportation was transferred.

Q. When you became the transportation clerk in the Freedmen's Bureau, by whom were the requisitions for transportation issued—by whose orders?—A. All requisitions for transportation for persons traveling outside of what is called a district were issued by order of Major General O. O. Howard, and signed by the officer having authority; although some requisitions were issued by the assistant commissioners for persons not traveling outside of their district.

Q. Were the same rules adopted, as to the power of the clerk to refuse transportation, in the Freedmen's Bureau, as had been previously in the Quartermaster's Department of the army?—A. The clerk never had the power to refuse requisitions, although the officers of the Quartermasters' Department of the army were required to scrutinize them closely.

(Mr. McNeely objected to the question and answer and Mr. Wood withdrew it.)

Q. Who was the officer over you in the Quartermaster's Department?—A. The officer in charge of the Quartermaster's Department of the army?

Q. Yes, sir.—A. First, Captain Benjamin Burton, for two or three months; then Captain James G. Payne, until the latter part of 1866; and then Colonel James F. Moore.

Q. Were you ever required to issue any orders of transportation to persons who were not entitled to them while in the Freedmen's Bureau?

(Question objected to by Mr. Pece and not allowed.)

Q. Is there any record in the department, or copies of papers, that you were obliged to issue in favor of any particular persons who were not entitled to transportation, over any railroad in the city of Washington?—A. I cannot say there is any person I can call by name.

Q. Are there duplicate copies of those requisitions?—A. All those requisitions are on file in the office of the officer issuing the transportation, or the paper on which the transportation was furnished.

Q. Then the orders which you made out for these different persons were made out from requisitions which were retained and they are there?—A. Yes, sir.

Q. I wish to know whether or not it is within your own recollection or knowledge that you were required, by a requisition signed by General O. O. Howard, to issue orders for transportation to persons who were neither freedmen, nor destitute, nor refugees?

(Question objected to by the chairman. The committee decided that the record must be produced.)

WASHINGTON, D. C., May 9, 1870.

J. J. OTT—Examination continued.

By Mr. WOOD:

Question. When you were here before your testimony was objected to on the ground that you spoke of original papers, and that it was necessary to produce them; have you since procured them?—Answer. Yes. I have procured papers illustrative of three cases where irregularities occurred in the way of procuring transportation from the Freedmen's Bureau, and where persons received that advantage without being entitled to it.

Q. State the first of those cases?—A. One case was that of a party of refugees to whom transportation was furnished four times. The party was Elisha Crossley, one

adult, and one child. One transportation furnished was from Charlotte, North Carolina, to Richmond, Virginia, under requisition dated Washington, June 17, 1863. Another was from Washington, D. C., to Richmond, Virginia, under requisition dated September 18, 1863. Another was from Washington to Ten Mile Springs, near Charleston, South Carolina, under requisition dated Washington, April 17, 1868; and another was from Washington, D. C., to Lincolnton, North Carolina, under requisition dated Washington, April 6, 1867.

(Witness produces the original requisitions, signed "by order of O. O. Howard, Commissioner.")

Q. Who were this man and woman?—A. A party apparently in destitute circumstances.

Q. Was he a white man?—A. Yes.

Q. Had you any personal knowledge of him?—A. Only by seeing him apply for transportation.

Q. Had he any business or occupation?—A. He was quite old, and apparently idiotic and childish. The woman, who was represented as his daughter, was also of comparatively little intelligence.

Q. What is the next case?—A. The next case is that of a party receiving transportation as a refugee who was not a refugee.

(Witness produces requisition for transportation to Mrs. S. E. Benson and one child from Washington, D. C., to Little Rock, Arkansas, dated Washington, June 14, 1867.)

Q. Why do you say she was not a refugee?—A. Because, prior to that time, her husband had been appointed an agent of the bureau; and I knew the family from that circumstance. They were living here at the time.

Q. Was she a white woman?—A. Yes; and he was a white man.

Q. What is the next case?—A. The next is a case of a party who, in my opinion, were not destitute or dependent people. There are quite a number of requisitions for the same party.

(Witness presents requisition dated Washington, April 8, 1868, for transportation for Isaac Young, twenty-nine adults, and fifteen children under twelve years, destitute freedmen, from Sparta, Georgia, to Savannah, Georgia.)

Q. What was wrong in that case?—A. It is only an opinion of mine.

Q. Give all the facts, without reference to your opinion, in regard to this party?—A. I did not know the party at all.

Q. Do you know that they were on their way to Liberia?—A. Yes, sir.

Q. Do you know whether they were sent out by the American Colonization Society?—A. They were sent out by a colonization society.

Mr. PERCE moved that the last two questions and answers be struck out.

By Mr. McNEELY:

Q. How do you know that they were going to Liberia?—A. I saw the original letters of application from some colonization society to Major General O. O. Howard, requesting his aid to certain parties going to Liberia, and these requisitions were issued, to a certain extent, in aid of that purpose. These letters, I presume, are on file.

Q. You saw the letters?—A. Yes.

The question was taken on Mr. Perce's motion, and it was not agreed to.

By Mr. BRADLEY:

Q. Produce those requisitions?—A. The rest of these requisitions, (producing them,) are for the same party. They are divided up into different requisitions. They are for the same body of persons going to Liberia, and, therefore, they were not in destitute circumstances.

Q. How many requisitions were issued at that time?—A. I have eleven with me, and I believe there were one or two others for very small parties.

Q. For what number of persons?—A. The requisitions which I have here represent six hundred and fifty-seven persons, I believe.

By Mr. WOOD:

Q. Have you stated all the cases referred to in the papers in your possession?—A. Yes, sir; these are the original papers.

Q. Do you know of any destitute soldiers or soldiers' widows having been refused transportation?—A. No, sir. The Freedmen's Bureau had nothing to do with them. I never knew of any requisition coming from the bureau relating to that class of persons.

By Mr. KETCHUM:

Q. You spoke of a requisition for Isaac Young, twenty-nine adults, and fifteen children; and you afterwards spoke of requisitions for six hundred and fifty-seven persons; I want to understand what that means. Is it the same?—A. This requisition is part of the requisitions that I have, and which amount altogether to six hundred and fifty-

seven persons. Transportation was furnished in compliance with those requisitions, and with the letters from the colonization society.

Q. Were all these four requisitions in regard to Elisha Crossley from the same adjutant general, or from different ones?—A. They are signed by four different officers.

Q. To what officer would a person, asking for such transportation, first apply?—A. He would apply directly to the adjutant general or to the sub-assistant commissioner.

Q. Who might be in a place quite distant from Washington?—A. Certainly.

Q. Were you in any way a judge, or were you only an agent to obey orders?—A. It was left to my discretion, because I frequently, on my own judgment, referred cases back as to whether the transportation should be issued or not.

Q. Did you call the attention of any officer to this Crossley case?—A. I think I brought it to the attention of General H. M. Whittlesey.

Q. What did you tell him?—A. I mentioned the fact that he had received transportation quite often before, and asked him if I should issue this.

Q. What further passed between you?—A. I do not know, only that I issued transportation.

Q. Do you recollect any investigation or inquiry thereupon?—A. No, sir; I do not recollect.

Q. Was that Mrs. S. E. Benson the wife of a soldier?—A. No, sir; not of a soldier. He was an agent of the bureau.

Q. Do you recollect whether he had been a soldier?—A. He was a soldier either before or after that date. He was an officer in one of the regiments stationed at Washington for a while.

Q. Do you know whether she was in destitution at that time?—A. No, sir; I do not. He was an agent of the bureau at that time.

Q. In what State?—A. Arkansas.

Q. And she was going to Arkansas?—A. Yes. He received transportation from this point to Arkansas, as an agent of the bureau, a short time prior to that.

Q. Did you call attention to that case?—A. Yes, sir; I mentioned that she was the wife of this agent.

Q. To whom did you mention it?—A. I do not recollect. I think it was to the requisition officer in General Whittlesey's office.

Q. Do you recollect whether any inquiry was made on that subject?—A. I do not. I recollect that the transportation was issued.

Q. Do you know anything of the condition of these six hundred and fifty-seven persons as to destitution?—A. No, sir.

Q. You have no personal knowledge of them?—A. No, sir.

By Mr. BRADLEY:

Q. Where were these four adjutant generals respectively stationed when these requisitions were issued?—A. They were stationed at Washington.

General HOWARD stated that they succeeded each other as adjutant general.

By Mr. HOAR:

Q. To how many persons in all was transportation issued by the Freedmen's Bureau under authority of law?—A. I cannot tell.

Q. Was it many thousands?—A. Yes, sir; quite many thousands.

Q. How was the transportation performed; on ordinary railroads or on government boats?—A. When government boats were running, which was not the case at the time I was in the bureau, transportation was given by those boats.

Q. But this transportation was by public conveyance?—A. Yes, sir; public conveyance of all sorts.

Q. Do you know about the character of the persons who you say went to Liberia, except what appears to you from the records?—A. Nothing, whatever.

Q. You have no personal knowledge whatever on the subject?—A. No, sir; I never saw them personally.

Q. And you said just now that you thought they were not in destitute circumstances, because they were going to Liberia?—A. Yes.

Q. There was no other reason that you knew of?—A. No other reason.

By Mr. TYNER:

Q. You have said that, at one time when Elisha Crossley applied for transportation, you called the attention of General Whittlesey to the fact that he had previously obtained transportation; did you do that orally or by letter?—A. Orally.

Q. Was he present at the time?—A. I cannot recollect distinctly, but I feel quite positive that I spoke of that case to General Whittlesey in person.

Q. Do you know that General Howard had any knowledge whatever of the communication you made?—A. No, sir.

Q. You were instructed by General Whittlesey to issue transportation?—A. Yes; by General Henry M. Whittlesey.

Q. How soon after you communicated with him?—A. These cases were generally settled at the time if they were settled at all.

Q. Was it customary for decisions to be given without being brought to General Howard's attention?—A. Frequently decisions were given without being brought to his attention.

Q. Was that so in that case?—A. I do not know.

WASHINGTON, May 6, 1870.

CHARLES H. HOWARD sworn and examined.

By Mr. BRADLEY :

Question. State your residence and occupation.—Answer. I am at present residing in Chicago. I am the western secretary of the American Missionary Association.

Q. Do you hold any relations to the Freedmen's Bureau at this time?—A. I do, in co-operating in the work of education. Our association supplies teachers in the South for its own schools. The association co-operated with the Freedmen's Bureau before I became connected with it.

Q. Is the American Missionary Association an incorporated institution?—A. Yes.

Q. In what State?—A. In New York, according to my recollection.

Q. Did you hold any office in connection with the Freedmen's Bureau in the years 1867, '8, '9?—A. Yes, sir; I was the assistant commissioner of the bureau during 1867 and 1868, ceasing to be such on the 1st of January, 1869. My orders dated from the the Adjutant General's Office some time in February, 1866. I came to this District from South Carolina.

Q. What have you been doing since January, 1869?—A. I have been in this association; I received my appointment at that time.

Q. Where have you since resided?—A. In Chicago. It was some months before I took up my permanent residence there. I was a few months clearing up matters here, and I was there monthly in 1869. During the first six months of 1869 I had an appointment as inspector of schools in the southwest, in the Mississippi Valley, which I conducted in connection with my duties as secretary.

Q. Were you in the Mississippi Valley in the first six months of 1869?—A. Yes, sir.

Q. Up to what date in 1869?—A. I went to Texas some time in April, 1869, attending to the duties of the association, and also making reports to the Freedmen's Bureau of the condition of schools in Texas, Louisiana, and Mississippi.

Q. When did you return?—A. I do not remember the date exactly. I think I was gone a little over a month.

Q. Did you go as an officer of the Freedmen's Bureau or as the agent of the American Missionary Association?—A. I went in both capacities. I did service in locating teachers for the association, but I was also inspecting schools and looking out where to locate school buildings on behalf of the bureau. I made constant reports to the bureau during that time.

Q. These reports will show how long and how lately you were occupied.—A. Exactly.

Q. While you were here discharging the office of assistant commissioner in the District of Columbia, had you any separate office, and separate from your brother, General Howard?—A. I was distinct as assistant commissioner. I had my own responsibilities.

Q. How many clerks and employes did you have in your office as assistant commissioner?—A. I do not recollect the exact number. I relieved General John Eaton, who was the assistant commissioner the year before.

Q. At what time did you relieve him?—A. I should rather say that I was his successor. There was an interim of a month or more that General Fullerton was in charge, and I was his immediate successor. I continued what employes I found in the office. Their number and names can be ascertained very easily from the records. I think they are given in one of my own reports which I have here.

(Witness examined the report of October 10, 1868.)

Q. Does that report give the number of employes, their names, and amounts paid to them?—A. The amounts paid are not given here; that was a matter for my disbursing officer, Major J. M. Brown. I have the expenses in total, but not the specific amount paid to each employe.

Q. If you have before you the number of employes, state it?—A. No, sir; I find the clerks are not enumerated. The names of the other officers are given, but not the clerks of the bureau.

Q. Nor the number?—A. No, sir. That was a matter more particularly enumerated by Major Brown, who paid the men and kept the rolls.

(Witness was directed to furnish the committee with the number of clerks and em-

ployés in the office of the assistant commissioner when he took charge of it, and the number of clerks and employés afterward employed by him in that office, together with their names and salaries.)

WITNESS. Perhaps I should say, in this connection, that my district was enlarged after I took charge. When I took charge it embraced the military department of Washington, embracing six counties of Maryland, three counties of old Virginia and this District. It was afterward enlarged so as to embrace Harper's Ferry and the whole of West Virginia, and finally, the whole of Maryland and Delaware.

Q. Had you any official relations to the trustees of the Barry Farm fund?—A. Yes, sir; I had official relations to the trustees as their agent.

Q. State whether you received any compensation as the agent of these trustees, and how much, if any?—A. I received \$83 33 per month after 1868, when I was mustered out of the army. After that I received from them \$83 33 a month during that year.

Q. Was that in addition to your pay as an officer of the bureau?—A. It was in addition to my pay. That is to say, I received pay as an officer of the bureau as colonel of infantry, but not the full pay with commutation.

Q. You received the pay, rations, and commutation of colonel of infantry as an officer of the bureau?—A. I received the full pay of a colonel of infantry up to 1868; after that I received the pay of colonel of infantry save the commutation; and after that I received from the trustees of the Barry Farm fund for my services \$83 33 per month.

Q. By whom were you appointed agent of the trustees?—A. I was appointed by resolution of the board of trustees.

Q. By whom were you paid this additional compensation?—A. I was paid by resolution of the board.

Q. On whose order?—A. The draft was drawn by the treasurer of that fund monthly.

Q. Do you or not know whether your brother and Mr. Senator Pomeroy were the persons who gave the order for your pay?—A. The resolution was passed by the full board of trustees and is on record.

Q. As agent of the board of trustees have you a knowledge as to the disposition that was made of the lands embraced in the Barry farm, or have you such knowledge from any other source?—A. Yes, sir; I knew all about those lands while I was the agent.

Q. At how much was the land sold to the purchasers?—A. It was sold on a graduated scale of prices ranging from \$125 to \$300 per acre. We made the prices to cover the cost as nearly as possible. There was an average price of about \$225, ranging from \$125 to \$300; there was no lot sold above \$300.

Q. Were any of those lots sold to white persons?—A. There was one establishment where the house stood which was sold to a white man; I think that was all.

Q. Is that the place near the wall of the asylum—the old dwelling-place?—A. Yes, sir.

Q. So far as you recollect, that was the only one sold to a white person?—A. That is my recollection of it, while I was in charge; that matter was specially referred to the trustees. It was a property more than any of these freedmen wanted to purchase. It was a fine site for a residence, but the land was not cultivable, and so it was decided to keep it together. It was not good soil, and it was very rough right back of the house; it did not extend away back to the river, but consisted of about four or five acres close to the house.

Q. The lots thus sold were sold on time, the purchaser giving bonds?—A. Yes, sir.

Q. State whether any of those lots thus purchased were forfeited by the negroes failing to comply with the terms.—A. Yes, sir, some of them were forfeited; I notice in my report of October 10, 1868, which embraces this subject, that I state the whole number of lots at 359; the whole number sold at that time at 300; the number remaining unsold at 59, and the number given up or forfeited at 40.

Q. Had any payments been made on lots thus forfeited?—A. Yes, sir; my recollection is that there had been something paid on each lot.

Q. Was that money returned to the negroes or not?—A. No, sir, it was not; the contracts stipulated in regard to that. I have the book here with the retained contracts.

Q. Do you recollect any case in which the negroes had paid on lots thus forfeited more than the \$76, the price of the lumber which had been purchased from the trustees?—A. No, sir, I do not recollect any such case; it is possible it may have been so, but it is hardly probable.

Q. In any event, whatever had been paid was retained by the trustees?—A. Yes, sir, that was the rule. It was the contract, in fact, and I always acted up to it. There may have been some exceptions made sometimes in hard cases; the trustees had a discretion in the matter, but that was the rule.

Q. So that, although the party had improved his ground by the erection of a building, or making the building larger than the original design, yet, if he failed to comply with his contract, ultimately the contract was forfeited and the money not repaid?—

A. The terms of the contract will speak for themselves.

Q. But the money was not returned; that is the point?—A. It was not.

Q. Where did the money, the proceeds of these lots and lumber, go, and where was it deposited?—A. It went to the treasurer of the trustees, and was deposited in bank. It was deposited all the time that I had to do with it in the Freedmen's Bank of this city.

Q. Do you know by whose order it was thus deposited?—A. By order of the trustees; I do not know that they ordered it to be put into this particular bank, but they passed a resolution that whenever the amount reached \$1,000 it should be invested in government bonds.

Q. I ask you whether any of this money was loaned at any time?—A. Not that I knew of. I had nothing to do with the money after it passed into the treasurer's hands, and I knew nothing of it.

Q. So far as you know, was it invested in any way, or was it kept on deposit in bank, subject to the order of the trustees?—A. I have stated that there was a rule of the trustees that it should be invested in government bonds whenever it reached \$1,000; and it was so invested while I was agent, according to what I have heard said, and I was present at the trustees' meetings when reports were made.

Q. Have you any knowledge of any portion of it being invested in church bonds?—A. No, sir; I have no knowledge of its being invested in church bonds, only from hearsay.

Q. Were you ever present at any time at a meeting of the trustees when there was any order given to invest it in any church bonds, or bonds of the Young Men's Christian Association?—A. No, sir, I never heard any such thing.

Q. Do you know anything of the purchase of square 1025 in this city, partly from Mr. Moses Kelly, and partly from Mr. Thompson?—A. No, sir, except from hearsay.

Q. If you heard it from your brother that would be evidence?—A. I have not any information on the subject. I have heard more or less talk of all this business from time to time, but I have no knowledge of that specially.

Q. Who purchased the lumber used for the construction of the buildings on the Barry farm?—A. I purchased it myself.

Q. And for the buildings erected on square 1054 beyond Lincoln Hospital?—A. I think I purchased the whole of it myself, either directly or through some agent.

Q. And also for the buildings erected in square 640?—A. Yes. Either myself or Major Brown purchased the whole of it. If Major Brown did, it was generally submitted to me.

Q. State from whom you made your large wholesale purchases.—A. I made purchases of pine lumber principally from Hawley, of Baltimore, and from Mohun & Sons, of this city; but, when we decided to build these cheap tenements for the freedmen on Barry's farm, or to allow lumber for them, we decided to use some spruce and hemlock lumber. I then went to different places, and I sent to Baltimore, New York, Boston, Montreal, Bangor, and Machias, and finally decided to get that lumber in Bangor.

Q. From whom did you purchase in Bangor?—A. From J. B. Foster.

Q. Were you acquainted with him at the time?—A. Yes, sir.

Q. Was he in the lumber business?—A. He had been a dealer in lumber ever since I had known him. He was dealing more or less in lumber all the time. Whether he had any other dealings than in lumber then I cannot say.

Q. Was he not a commission merchant rather than a manufacturer of lumber?—A. He was not a manufacturer of lumber, but he was a lumber dealer and very familiar with the business.

Q. Who made the contracts to erect buildings on squares 1054 and 640?—A. The buildings on square 1054 were built by employing an overseer and builder, and employing freedmen to work under them, as we wished to give poor freedmen employment. We did not give out the contract at all.

Q. Under whose directions was that done?—A. Under my directions.

Q. How was it as to square 640?—A. That was done in the same manner.

Q. Were those buildings rented out as tenement houses?—A. Yes.

Q. Who collected the rents?—A. I had a collecting agent who gave bonds and collected the rents. It was the same agent, I think, for both of them.

Q. Was he a salaried officer, or was he paid by commission?—A. He was a salaried officer. He had some other duties. He was a colored man. I know that at one time the collecting officer was a colored man. His home was in Alexandria, and he gave the bonds in Alexandria.

Q. To whom did he account for the money and pay over the proceeds?—A. The rents were paid over to the treasurer of the education fund.

Q. Who was that?—A. General Howard.

Q. And the rents of the Barry farm were paid in the same way?—A. Yes; he was the treasurer.

Q. Do you know whether any portion of those rents went to Howard University or not?—A. No, sir; I do not know. I had nothing to do with them after they were collected.

Q. You appointed the officer to make the collections, and he had to account to General O. O. Howard?—A. Yes, sir; I think I designated the officer. Every appointment or commission, if I recollect right, had to be made in General Howard's office.

Q. You had nothing to do with the settling of these accounts, and do not know what disposition was made of the funds?—A. No, sir.

Q. Can you state out of what fund the money was paid under your contract with Mr. Foster for lumber?—A. That was paid by the quartermaster; I never had any direct connection with it.

Q. You had no fund under your control out of which it should be paid?—A. I ordered the payment; I approved his accounts, and ordered their payment. The responsibility was with me, but the payment was made by the disbursing officer. Of course it came out of the quartermaster's funds.

Q. Do you know whether, or not, any portion of the lumber purchased by you, as assistant commissioner, was used by the Building Block Company, on the university grounds?—A. It never was. I was the only officer who could order the disposition of that lumber, except the Commissioner, when he was in town. No such order was ever given by me.

Q. I did not ask about any order; but whether, in point of fact, any lumber was so used. Do you know of the use of any such lumber by Mr. Fleming, in erecting sheds for the Building Block Company?—A. I am not aware of it. I am very sure none of it was so used when I was in charge.

Q. Are you a stockholder in the Building Block Company?—A. Yes, sir.

Q. Do you know at what time your brother sold out his stock?—A. I only know that he did sell it out, from certain conversations I had with him; I could not swear to the date.

Q. Was there no transfer in writing, no written memoranda of the sale?—A. I do not know of any. I know we had a meeting of the company and voted to buy him out. My brother wanted to leave the company, because the trustees had requested that the university should be built of the building block material; and he would not do it while he was himself a member of the Building Block Company.

Q. You say the trustees requested that the university be built of that material; do you know that of your own knowledge, or only from hearsay?—A. From my own knowledge; I was one of the trustees.

Q. Is there anywhere any memoranda or record of proceedings of the Building Block Company?—A. I presume there is. I had nothing to do with it. I think that D. L. Eaton might be able to produce whatever there was on record, if anything, in relation to the matter.

Q. Do you still retain your interest in that company?—A. Yes, sir; that is, I put in \$2,000, and never have seen anything of it since.

Q. When the contract for the building of the university was made, were you not assistant commissioner?—A. Yes, sir. I was away when the contract was made, but I approved of the contract made by Mr. Brown. Perhaps I might be allowed to state, for my own protection, that the contract did not direct that the block made by this company should be used.

Q. But was it not distinctly understood that the university should be constructed of the building block of this company's manufacture?—A. No, sir; there was nothing of the kind in the specifications. It was to be of that material; but nothing was said about its being of material furnished by that company. The contract is among my papers; if desired, I will bring it.

Q. I understand that you cannot, from anything you can refer to now, fix the date when you ceased to have any immediate connection as agent or officer of the bureau?—A. O, yes, sir; I can give exactly the dates. As inspecting officer, I think my connection ceased June 1, 1869. I have been connected with it since that, but without salary or emolument of any kind. I have held the position of agent, so that in traveling through the South, where my business has been, I might do what I could for the benefit of the cause of education.

Q. And you are now rendering voluntary services, without pay or emolument?—A. Well, I do not know that I have rendered any great service, beyond writing letters of information.

Q. Then you have not been agent since the 1st of June last?—A. Yes, sir; agent, but without any salary.

Q. When did you become secretary of the missionary society?—A. I was elected January 1, 1869.

Q. And when did you go into the office in Chicago?—A. I went to reside there about the 1st of June.

Q. Were you there the 1st of March?—A. I cannot tell definitely whether I was there exactly March 1. I have been there at least every month, as nearly as I could; I have had a secretary there to attend to the business of the association.

Q. Can you give the date of your last payment for service rendered to the Bureau of Freedmen's Affairs?—A. I cannot. It could be arrived at very easy from the disburs-

ing officer's accounts. I know my last payment, whenever it was, must have been for services performed during the month of May.

Q. From General Balloch's papers, it appears that you received mileage June 3 and June 9, 1869.—A. That does not tell *when* the services were rendered?

Q. No, sir.—A. I went to Texas in April, and I presume the mileage was for that.

Q. Does that mileage cover all the expenses of the trip?—A. Yes, sir; I mean by that, that I have received pay for no expenditures except mileage.

Q. How much mileage were you allowed?—A. Ten cents per mile.

Q. Was that sufficient to cover all expenses?—A. O, no, sir; in Texas I had to pay ten cents per mile in gold for traveling in the stage.

Q. Were your accounts as secretary of the missionary society ever sent in to be settled at the bureau here?—A. No, sir.

Q. Were you paid anything on account of your expenses as agent of the missionary society?—A. I have had since the 1st of June my regular salary from the missionary association; prior to the 1st of June my pay was from the government, as I have stated.

Q. For what services were you paid?—A. I was inspector of schools for the government; traveling the most of the time.

Q. And during that time, from the 1st of January, was secretary of the missionary society?—A. Yes, sir; I had received the appointment of secretary, but I received no pay from the society until the 1st of June.

Q. As secretary of that society, have you received any funds from the bureau except your own expenses—any aid or assistance in any way?—A. The rents for these school-houses in the South are sometimes paid to me and sometimes to Mr. Whipple. I am authorized to receive the rent from those school-houses.

Q. Where are those school-houses located?—A. In Louisiana, Texas, Arkansas, Missouri, and Mississippi.

Q. All the funds you have received are rents for the school-houses the missionary society occupies in the South?—A. Yes, sir; and I have not received all that; sometimes Mr. Whipple has received it.

Q. Who is Mr. Whipple?—A. He is corresponding secretary of the society.

Q. Have you any connection with a paper called the Supplement to the Advance, published in Chicago?—A. Well, I have edited it some recently.

Q. In regard to that paper, have you received any contributions or assistance from the bureau?—A. No, sir. It hasn't cost much; the advertisements paid for the publishing of it.

Q. In regard to that paper, have you settled the bill without reference to the funds of the bureau?—A. Yes, sir. In one sense I might say I have received a "contribution" in the shape of an editorial article from here.

Q. You didn't pay for that?—A. O, no, sir.

Q. Has that missionary society any other purpose in view than the assistance of the colored people at the South?—A. Yes, sir; it embraces the Indians and Chinese in its work. It has embraced the Indians for twenty-five years, and the negroes for the same length of time; the Chinese more recently. It embraces all home missions.

Q. Have you any knowledge of any assistance furnished by the bureau to—[Not heard.]—A. No, sir; except by hearsay. I saw something about it in a dispatch to a Chicago paper.

Q. State, if you please, who purchased the north half of square 1025 in this city from General O. O. Howard.—A. There were about four acres of the square which were deeded to me with some others; but I had nothing to do with the business myself, so I will not be able to throw any particular light upon that subject.

Q. You exhibited to the committee a deed executed by General Howard to you, Eaton, and others, the consideration for which was \$5,000. I want to ascertain whether that was paid or not; and if so, to whom?—A. I could not have testified as to the price of the land. I had nothing to do with the matter.

Q. Did you pay any portion of it yourself?—A. No, sir. It may be that Eaton, acting for the Building Block Company, had something to do with it.

Q. Was it purchased by the Building Block Company?—A. Never by any formal voting, that I remember; but I know it was deeded to individuals who were members of that company, and that is all I do know about it.

Q. I do not recollect whether you stated that you paid anything toward the purchase.—A. There were notes out which, I was informed, would mature; but the business was not done by me.

Q. Do you recollect signing any of the notes for that purchase?—A. I do not remember signing any with my own hand. I think there was some transfer of notes.

Q. Do you know anything about a sale of a missionary school-house in the western part of the city, about two years ago, by a committee of young men?—A. No, sir; I do not remember having anything to do with such a sale. There was a building purchased for school purposes for the colored people, but I think I had nothing to do with it.

Q. Were you not one of the committee?—A. Not that I remember.

Q. Do you know the fact of the Young Men's Christian Association owning such a building?—A. Yes, sir; it was a building that had a Sunday school in. It was afterward used for a school for the freedmen, who fitted it up for that purpose, and some repairs were done on the building.

Q. In whole or in part by the bureau?—A. It is something I have not thought of for so long that I have forgotten the particulars. I do not know that I had anything to do with the repairing of the building. It seems to me that Mr. Brown, quartermaster, would be able to throw some light on the subject; I think he had something to do with repairing the building.

Q. Was that building and ground owned by the Young Men's Christian Association?—A. So I understood.

Q. And the Sunday school kept there was for colored people only?—A. No, sir; they were mostly whites when I was in charge of it.

Q. Was it then sold to the bureau, or not?—A. I do not know. I do not remember having anything to do with the transaction, so I could not testify of my own knowledge. I am very sure, however, that it was.

Q. Was that building on square 40 in the western part of the city?—A. I do not know about the number of the square; I know it was on I street, near the corner of Twenty-third.

The following deed was here offered in evidence:

“Deed.

“YOUNG MEN'S CHRISTIAN ASSOCIATION }
to } Recorded November 13, 1868.
 O. O. HOWARD.

“This indenture, made this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and sixty-eight, (1868,) between the Young Men's Christian Association of the city of Washington, in the District of Columbia, parties of the first part, and Major General O. O. Howard, U. S. A., Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, party of the second part, witnesseth that the said party of the first part, for and in consideration of the sum of two thousand dollars, lawful money, unto them in hand well and truly paid, by the said party of the second part, at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, and confirmed, and, by these presents, do grant, bargain, sell, alien, release, and confirm, unto the said party of the second part, his heirs and assigns, all that certain piece or parcel of ground, and the buildings and improvements thereon erected, situate and being in the city of Washington, in the District of Columbia, and known and designated as the west part of lot numbered three in square numbered forty, (40,) fronting twenty-eight (28) feet on I street north, and running back of that width, with the west line of said lot, fifty-six (56) feet to the rear line of that part of said lot; being the same premises which Benjamin H. Stinemetz, and Irene V., his wife, by indenture dated the first day of October, A. D. 1866, recorded in Liber R. M. H., No. 27, folio 492 *et seq.*, of the land records for Washington County, D. C., granted and conveyed unto Benjamin Stinemetz and other incorporators of the Young Men's Christian Association of the city of Washington, in fee.

“In trust nevertheless for the said association, and for the sole use, benefit, and behoof thereof forever, and at a meeting of the board of managers of the Young Men's Christian Association of the city of Washington, held on the seventeenth day of October, A. D. 1868, the following resolution was adopted:

“*Resolved*, That A. K. Brown, C. H. Howard, and John A. Cole, a previously appointed committee, be authorized to dispose of the mission school building and lot situated on I street north in the First ward of Washington City, belonging to the association, to General O. O. Howard, Commissioner, &c., for the sum of \$2,000, giving a deed for the same: *Provided*, That the proceeds thereof be reinvested within two years from date of sale in a permanent form for the promotion of the work of the association.’

“Together with all and singular the buildings, improvements, rights, privileges, and appurtenances to the same belonging, and also all the estate, rights, title, and interest, legal and equitable, of the said parties to these presents of the first part therein and thereto.

“To have and to hold the said piece or parcel of ground, (and the buildings and improvements thereon erected,) above-described hereditaments, and premises hereby granted, with the appurtenances, unto the said Major General O. O. Howard, U. S. A., Commissioner, &c., and to his heirs and assigns, to and for his and their own proper use and behoof forever.

“In trust nevertheless for the fund for educational purposes relating to the education of refugees and freedmen.

“In witness whereof the said parties of the first part have hereunto caused their cor-

porate seal to be affixed, and these presents to be subscribed by their * * * *
the day and year first above written.

{ SEAL OF }
{ Y. M. C. A. }

"JOHN A. COLE,
"Acting President.

"A. K. BROWNE,
"Secretary Young Men's Christian Association.

"Sealed and delivered in the presence of—

"CHARLES WALTER.

"DISTRICT OF COLUMBIA, *County of Washington* :

"I, Charles Walter, a notary public in and for the county and District aforesaid, do hereby certify that John A. Cole and A. K. Browne, parties to a version deed bearing date on the twenty-eighth day of October, in the year of our Lord one thousand eight hundred and sixty-eight, and hereto annexed, personally appeared before me, in my District and county aforesaid, (the said John H. Cole and A. K. Browne, being personally well known to me to be who executed the said deed,) and acknowledged the same to be his act and deed.

Given under my hand and notarial seal this 12th day of November, A. D. 1868.

"CHARLES WALTER,
"Notary Public."

WITNESS. I observe that my name is on the deed; but I think I must have been absent from town.

Q. Are the names that are mentioned there those of members of the Building Block Company?—A. Yes, sir.

Q. Were you assistant commissioner when square 1025 was graded?—A. I think not; I know I had nothing to do with it.

Q. Do you know anything of a contract with a man by the name of Vandeburgh?—A. I had nothing to do with that.

By Mr. WOOD :

Q. You had charge of the arrangements with reference to those freedmen's buildings for this portion of the land, lot 1054, I believe it is?—A. Yes, sir; they were under my general supervision when I was assistant commissioner.

Q. Did you have the furnishing of the materials out of which these buildings were built?—A. Yes, sir; we did not make a contract; we employed a builder and he hired poor colored men to work there.

Q. Did you have a person under you there by the name of Perkins?—A. Yes, sir; he was the builder in charge.

Q. An agent of the bureau?—A. Yes, sir; they were built of bureau lumber, and he acted as agent; this was done instead of giving it out as a contract.

Q. And he acted under your direction?—A. Yes, sir; it was at least approved by me.

Q. Do you remember the names of the parties who furnished the sand, and the price?—A. I remember Mr. Fahey furnishing some sand there; he was to be paid 98 cents a load. I would not have remembered that, but I looked it up this morning.

Q. You mean a cart load?—A. I suppose so; I understood at that time it was to be eight bushels.

Q. Are you a judge of sand?—A. Well, I was brought up on a farm; I suppose I ought to know good sand.

Q. What was the quality of the sand furnished by Fahey?—A. Excellent; so Perkins said, and if I recollect right I saw some of it myself.

Q. Do you know why it was that the contract with him was broken off?—A. I see that the correspondence was done by Major Clarke, who was my inspector.

Q. I find a contract made for hauling sand from the Barry farm.—A. I suppose one reason was, that there was good sand on the Barry farm.

Q. I understand you to say the contract was originally made with Fahey?—A. I think there was no contract, but that Perkins allowed him to furnish sand and he was paid for it. I looked among the papers and did not find any contract.

Q. Well, why did you break up that arrangement?—A. It is perfectly clear in my own mind that there was no contract made with Mr. Fahey, and that afterward a contract was made for hauling sand from the Barry Farm. I recollect I intended to get sand from the Barry farm in order to give occupation to those hands. The sand from there would cost nothing, unless we chose to pay for it and put the proceeds in the Barry Farm fund; that is, unless the quartermaster should pay the trustees of that farm for the sand. Besides that, I afterward made a contract with D. L. Eaton & Co. to furnish sand, finding it would be considerably cheaper than the rate at which Fahey had been furnishing it.

Q. What were the respective rates?—A. Fahey furnished sand at 98 cents per load of eight bushels; Eaton furnished at 3½ cents a bushel at the pit; and there was afterward a contract made with Mr. Gleeson to haul it for 7½ cents a bushel. This would make a saving of about a cent a bushel.

Q. Then the reason why you made the contract that made the change was, that you supposed you were saving money?—A. That was one reason, and another was to give work to those men at the Barry farm.

Q. But you afterward ceased taking it from the Barry farm?—A. That was on account of its being so far over there; so in July we made a contract with the Building Block Company—D. L. Eaton & Co.

Q. You paid D. L. Eaton & Co. for the sand you took from them?—A. Yes, sir.

Q. Although the sand came from the university grounds?—A. It came from the grounds which this company had leased; they had leased this sand pit; at least, they had bought a lease including it.

Q. Now, are you sure that the sand did not cost more after you quit getting it of Fahey than you paid him for it?—A. I am pretty sure it did not. The only question is, how many bushels there were in a load. I was informed at the time that there were eight bushels in a load. I based my ideas as to the relative cost upon the quantity of sand there was in a load.

Q. What was the difference in the quality of the two sands; that supplied by Fahey and that subsequently supplied?—A. I did not compare the two personally. I heard no complaint about the sand that I remember.

Q. Is there or is there not a large quantity of that sand remaining on the grounds unused?—A. Yes, sir; there is. That came about in this way: in my absence from the city the man who was hauling that sand exceeded the amount contracted for. On coming back I found that he had exceeded the amount. I was quite indignant; I complained to Mr. Perkins; he excused himself on the ground that he, too, was absent at the time the sand was hauled. Worse than that, I found that he had been paid for hauling it. I at once directed Mr. Perkins to sell this sand, and he did.

Q. At what price?—A. I do not recollect. He said he was not to blame, because he was necessarily called away, and left the matter in charge of his foreman.

Q. What, to the best of your recollection, was the total amount of the lumber purchased of Foster, of Bangor?—A. I do not recollect. I had nothing to do with that, directly. I think it was some sixty or sixty-one thousand dollars in all that was paid for the lumber.

Q. Had you, directly or indirectly, to any extent, or to any degree, any interest in, or did you derive any from, the purchase of that lumber from Foster?—A. No, sir; not one penny.

By Mr. KETCHUM:

Q. Did you, at the time of the purchase of the Barry farm, learn anything about the price of land in that vicinity, as compared with the price proposed to be paid for that?—A. I did after the matter was put into my charge. I had nothing to do with the original purchase of the land.

Q. When you did make the comparison what was the price of land in that vicinity as compared with the price paid for the Barry farm?—A. It averaged about the same as the price we fixed on the land when we sold it; rather higher, if anything. Dr. Nichols proposed to buy at our highest price; he thought it was worth all that. I consulted with him particularly because he had lived there many years.

Q. What part of it did he propose to purchase?—A. That lying west of the road contiguous to the asylum. He never did purchase, I think, because he had not the means.

Q. What class of people was it that went upon the Barry farm; what was their condition upon going thither?—A. They were poor freedmen, occupying very miserable huts in the city; some of them had lived in barracks, from which they were turned out. We endeavored to select from among them intelligent and enterprising men who would be likely to improve the lots and make their payments properly.

Q. Was a school established there?—A. Yes, sir; the freedmen themselves, after a little, raised money enough to buy a lot and put up a school-house.

Q. How did you make up your price—the price which you charged the freedmen for those lots?—A. We took the original cost of each lot, added to that two years' interest, reckoned in the cost of the lumber, and charged only the actual cost under this calculation; nothing for profit.

Q. Have you any figures upon this point to show how you proceeded?—A. I think I have. As nearly as I can recollect the total cost, including lumber and grading, was about \$228; we sold at an average of \$224 or \$225.

Q. How much did the grading amount to?—A. The whole of the grading was about \$6,000.

Q. How much did the grading cost for each lot?—A. About \$30 50.

Q. And the lumber?—A. About \$76 50; a few cents less.

Q. How much would that leave the lots worth?—A. A little over \$150; \$151 50, I believe.

Q. How would that compare with other land similarly situated?—A. Other land

within four miles of the city was generally much higher than that; it would have been difficult to find any that could have been bought for \$150 per acre.

Q. Can you state the cost of the buildings on Lincoln block—block 1,054, I believe it is?—A. I have not the papers with me, but I had it in my mind that the cost was about \$1,300 a house. We rented them, I know, with those figures in view. It was cheap rent, too, less than they had before been paying for their miserable cabins.

Q. Will you please state the object of that work; why undertaken, and why proceeded with?—A. The object was to provide these poor people who were compelled to leave the barracks, and the other freedmen who had accumulated in such numbers about Washington, with better houses; they were crowded into miserable, filthy, unhealthy hovels, not more than six by eight feet in size, some of them so low a man could scarcely stand up in them. We at first tried to reclaim some of these; cleanse them, and make them more fit habitations for human beings; but we soon found that that was utterly impossible.

Q. What can you tell us as to the number of these people then about Washington in this miserable condition?

Mr. BRADLEY objected on the ground that the question was not pertinent.

Mr. KETCHAM insisted that he had a right to prove how great a work there was to be done, in order to show that the expenditures in the case were necessary and not extravagant.

Mr. BRADLEY withdrew his objection.

A. There were 33,000 of these people in this city; many of them in these barracks, which they were compelled to leave, and had no other home. We undertook to furnish them homes in this way, and did so.

Q. Was any action taken by you, as assistant commissioner, as against any person, or in respect to any person, in consequence of the approval of that bill for excess of sand?—A. I recommended at once the discharge of Perkins. I am not certain whether it was effected by me or not.

Q. How about Major Eldridge?—A. I transferred him from the office to the hospital, at once, where he had other duty.

Q. Did you, after the 1st of June, 1869, when full secretary of the American Missionary Association, ever travel to perform any service for the Freedmen's Bureau?—A. Yes, sir.

Q. Did you, upon so traveling, charge or receive that which you expended for travel in the service of the bureau?—A. Yes sir; I received my actual expenses when I traveled under orders, but at no other time.

Q. What were those actual expenses?—A. What I paid for my railroad fare, and what is generally charged for as actual cost for transportation.

Q. Did it include drinking?—A. No, sir; it only includes what you pay in excess of what your living cost at the station.

Q. I understand you that when the Howard University land was purchased it was subject to a lease of somebody of the sand pit, and that that sand pit lease was purchased by this building block company—D. L. Eaton & Co.; that they were holding that lease at the time this sand was obtained for 1054; was that so?—A. Yes, sir.

Q. Concerning the clerks whom you found in the assistant commissioner's office when you came in charge there, was their service equal, or otherwise, to the work required to be done?—A. Yes, sir. The work, however, was increased by virtue of a change in the law, and for other reasons, and as the work increased the number of the clerks was increased to some extent.

Q. How did it come to increase?—A. My district was increased in size in the manner I have stated.

Q. How did General O. O. Howard devote his time to the service in which he was engaged?—A. Constantly to his duties, to my personal knowledge.

Q. What were his office hours?—A. From 9 till 4, or from 9 till half past 3.

Q. Did he or did he not devote that much of his time, or did he devote more time than that?—A. Always that much, and generally a great deal more; he was often there until very late. He often went there in the evening.

By the CHAIRMAN:

Q. Have you a contract or a copy of the contract with regard to the sale of those lots on the Barry farm?—A. I have a duplicate.

Q. Were those contracts all similar?—A. Yes, sir.

Mr. KETCHUM: I propose to place in evidence one of these contracts.

"This contract and agreement witnesseth that, whereas the following named persons, to wit, S. C. Pomeroy, J. R. Elvans, O. O. Howard, and their successors, trustees of the 'Barry Farm fund,' so called, constituted by Special Order No. 61 of the Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, dated April 23, 1867, have, in pursuance of said order, purchased in the District of Columbia the farm known as the 'Barry Estate,' containing three hundred and seventy-five acres of land, situated opposite the navy yard, and adjoining the lands of the insane asylum;

and having surveyed the same into small lots, and marked and numbered them, as may be seen by reference to a plat filed in the office of the surveyor of this District, to which, in this contract, special reference is had, the same having been duly recorded:

"Now, therefore, in consideration of the premises, we, the above-named trustees, have agreed to sell to Samuel Peter Gaines, upon the conditions named herein, the following described lot or tract of land situated upon the above-named estate, and marked and described upon the above-named plat, to wit: Lot No. 24, sec. 1, containing one acre of land, for the just and full sum of one hundred and seventy-five dollars. The terms and conditions of payment are as follows: Seven dollars on signing and delivery of this contract, and the remainder in twenty-three equal monthly payments of \$7 31½ each, the first due on the 14th of November, 1868, and one payment on the 14th of each succeeding month thereafter until the whole amount shall have been paid:

"Now, if the said Samuel Peter Gaines shall well and truly pay to the treasurer of this board of trustees aforesaid the above-named sum of one hundred and seventy-five dollars in the time and manner aforesaid, and also do and perform all other agreements stipulated in this contract, then the said trustees agree and bind themselves firmly by these presents, and also their successors, to make and execute to the said Samuel Peter Gaines, his heirs or legal representatives, a good, valid, and complete title to the above-described premises.

"But in default of any one of the aforesaid payments, either in whole or in part, being made in the time or manner specified, then the board of trustees aforesaid shall have the right to require the said Samuel Peter Gaines to vacate and leave the lot above named and described, or, at their option, may proceed to collect the amount remaining due and unpaid from any crops, goods, and chattels he may have in his possession, or owned by him, which might be liable to sale and execution, and may proceed and treat any and all previous payments made by him, or on his account, as rent for the use and occupancy of the premises aforesaid.

"And the board of trustees also reserves the right, in case any one of the payments stipulated in this agreement is not made at the time specified, to dispossess the occupant; and upon giving him thirty days' notice, in writing, that the payments are not made and he is in default, and then if payment is not made they may sell the same premises to any other person or party who will make the payments that may thereafter be agreed upon, and this contract shall be null and void.

"It is covenanted by and between the parties hereto that the said Samuel Peter Gaines shall pay all taxes accrued upon said lot from and after this date, and if he shall fail to do so then the said trustees shall have the right, at their option, to pay said taxes and charge them to the said Samuel Peter Gaines, and they shall not be liable to make the above-mentioned conveyance until the amount of said taxes shall have been refunded to them.

"It is also agreed that no transfer or assignment of this contract shall be valid unless the same be approved in writing upon the back of this instrument, by the order of the trustees. It is further agreed that no intoxicating liquors shall be sold on the premises.

"Executed in duplicate, in the city of Washington, D. C., this 14th day of October, A. D. 1868.

"O. O. HOWARD, *Treasurer,*
"For the Board of Trustees.

his
"SAMUEL PETER + GAINES,
mark.

"Witness:

"C. H. HOWARD, *Agent for Trustees.*

"Witness to mark:

"I. E. SLEIGH.

"A true copy:

"HENRY M. WHITTELYSEY,
"Acting Assistant Adjutant General."

By Mr. KETCHUM:

Q. What number of lots were sold to the persons upon the Barry farm, can you tell?—A. Yes, sir, I can to the date of this report, which was near the close of my service.

Q. First state the quantity of land in the Barry farm.—A. Three hundred and seventy-five acres.

Q. Into how many lots was it divided?—A. Into three hundred and fifty-nine.

Q. What was the whole number sold?—A. At the time this report was made, October 1, 1868, three hundred lots had been sold.

Q. And what number then remained unsold?—A. Fifty-nine.

Q. How many have been disposed of since?—A. I do not know of my own knowledge.

Q. What price per acre was paid for that farm?—A. Fifty-two thousand dollars. The whole three hundred and seventy-five acres cost \$52,000.

Q. To whom did the purchasers of these lots pay their money?—A. It was collected generally at my office, paid to the book-keeper and collecting clerk there.

Q. Where was the fund then placed?—A. In the Freedmen's Bank.

Q. To the credit of what fund?—A. Of the Barry Farm fund.

Q. Did General Howard state to you his reason for withdrawing from the Building Block Company?—A. Yes, sir; he said that he could not accede to the request of the trustees to build the university of the building block if he was a member of the company, and therefore he would withdraw, and he did.

Q. Did you know, as one of the company, that that material was to be used?—A. We, as trustees of the university, requested that that material should be used. We did not request that it should be made by that company. He said if he was a member of the company he could not consistently and rightfully order the use of that material.

Q. Was it not then understood by those interested that this material was to be used?—A. I do not think it was a fixed fact.

Q. But was it not the understanding?—A. It was understood thus far: that if the general was rightly out of the company—if we could buy him out—that that kind of material was to be used.

Q. I did not understand a while ago what was meant by the rent of those school-houses occupied by the society in the South; are those school-houses owned by the society?—A. Yes, sir; some of them are owned and some of them are leased.

Q. Then what do I understand by paying rent for them?—A. We are allowed rentage for school-houses—a small amount. The Freedmen's Bureau allows our society rent for buildings used for freedmen's schools.

Q. What was the amount of rent paid?—A. Ten dollars per month for a school of at least thirty scholars.

Q. What kind of school-houses?—A. All kinds, sir.

Q. In the country or in the city?—A. In countries and cities both.

Q. And for large and small school-houses was the rent the same?—A. Yes, sir; except that for houses for normal schools more rent might be paid, at the option of the Commissioner.

Q. What rent was paid for houses in which normal schools were kept?—A. There was no fixed rate.

Q. What was the highest rent paid for any one school-house?—A. I do not remember. We had but one or two normal schools.

Q. About how much?—A. I should say, perhaps fifty dollars per month, for a house in which three hundred pupils were taught.

By Mr. PERCE :

Q. What did your company pay for the right to make and sell that building block?—A. In the first place, there was no formal organization; it was a sort of partnership. I think we paid \$10,000.

Q. For how much did General Howard sell his interest?—A. I did not do the business; I could not say. Mr. Eaton could tell exactly. I think, however, that we paid him back just what he paid in. That has been my understanding always.

Q. And no profit?—A. No, sir, I think not; but I would rather that you would refer to the papers.

Q. Did he receive, directly or indirectly, any profit from the Howard University, or the buildings on the university grounds?—A. No, sir; none whatever.

By Mr. HOAR :

Q. You say you inquired into the comparative prices of lumber in Maine and in Washington?—A. Yes, sir.

Q. Did you effect any saving for the government by making the purchase in Maine?—A. Yes, sir.

Q. How much?—A. I calculated I was going to save the government \$10,000 but some of the lumber was lost at sea, and after all, taking out drayage and all expenses, the saving to the government was \$7,904 03; but for the loss of that lumber at sea the saving would have been \$8,575 52.

Q. How did the price which the freedmen paid for their land and buildings compare with what they must have paid for the same amount of land and the same kind of buildings in the ordinary market?—A. It was much less. The fact was that at that time they could not obtain a foot of land in the District. Nobody would sell to them, nor sell to us for them.

Q. Well, let me change the question so as to express more nearly what I mean. At what price could other persons—ordinary persons—have obtained land of a similar quality and location?—A. At about \$50 per acre more than we paid for this land.

Q. And in reference to the houses I will ask the same question.—A. They could not have got new houses of that kind by any means whatever. We sold them the lumber

at cost; and, as I have already explained, that was cheaper than it could have been obtained in this District.

Q. How much benefit, then, do you consider it was to them, taking both land and buildings into consideration?—A. Well, \$50 an acre on the land.

Q. That would be about thirty-three per cent. ?—A. Yes, sir.

Q. Now, was there any saving on the houses?—A. Yes, sir; you see the margin on the lumber.

Q. So when you said you had saved for the government, it was in fact a saving for these freedmen?—A. Yes, sir; but the actual saving was to the government, for the government was doing this for the freedmen.

Q. Has the government or the bureau received back any amount of the investment except so far as the land now remains unsold?—A. It was not the bureau that invested in this land; it was the trustees of this trust fund. That was all to come back; we calculated that it would all come back with interest for two years.

Q. Well, what actually became of the money?—A. With that I had nothing to do. I understood that it was used for the general purposes of the bureau.

By Mr. PERCE :

Q. What I want to find out is this: that money came out of the treasury; now did it ever go back to the treasury?—A. By virtue of Special Order No. 61, War Department, Bureau of Refugees, Freedmen, and Abandoned Lands, dated April 23, 1867, a fund was set apart for the benefit of certain institutions of learning for refugees and freedmen, in accordance with the act of Congress approved March 2, 1867, and was transferred to certain responsible trustees to be invested by them, "with a view to relieving the immediate necessities of a class of poor colored people in the District of Columbia by rental of land, by sale with deferred payments, or in such other way as their judgment shall direct for this purpose; provided all proceeds, interest, or moneys received from rental or sale over and above necessary expenses shall be annually transferred to the said institutions."

Q. The money received has been disposed of in accordance with that act?

Mr. WOOD. There is no such act. It is a proviso in the army appropriation bill, but conferring no such right as this whatever.

By Mr. McNEELY :

Q. What do you mean when you say that the Barry farm was not purchased by the Freedmen's Bureau, but by the trustees?—A. This fund was transferred by law to the trustees.

Q. From what?—A. From the Freedmen's Bureau.

Q. Then the Barry farm was purchased indirectly by the Freedmen's Bureau?—A. With the funds that had previously belonged to the Freedmen's Bureau.

Q. Now, then, when did any of the funds arising from the sale of those lots ever get back to the Freedmen's Bureau fund?—A. That is a matter I know nothing about.

Q. The funds, then, received from the sale of those lots, were divided among certain institutions, you say?—A. That is not in my evidence; I read the order on which I acted.

Q. It was ordered that it should be paid for the benefit of certain institutions; do you know whether it was paid out to those institutions?—A. It was given to those gentlemen in trust for those institutions, as I understand, though I personally know nothing about it. I never had any connection with a cent of the money which came from the Barry farm.

By the CHAIRMAN :

Q. Had you, or a clerk under you, any charge of the Barry Farm fund, or any part of it?—A. Yes, sir; and therefore considered myself responsible for it until it reached the bank—the treasurer. The books containing the accounts in connection with that matter are in hands of the present treasurer.

Q. Who is your clerk?—A. George F. Marble.

Q. Is he now in this city?—A. He is not.

Q. Do you know his residence?—A. I do not, but think it could be learned.

Q. Do you or do you not know that there was a discrepancy of \$2,000 in those accounts?—A. Yes, sir. At one time in my absence a letter came to me from my inspector stating that he suspected something wrong in the accounts of my book-keeper. I wrote back to him to inspect the matter, and he did so.

Q. Was that discrepancy ever rectified; and if so, have you any knowledge how it was done?—A. It was not done when I was present; but I have been so intimately connected with the matter that I understand all about it, I think. The book-keeper and his assistant, both of whom seemed to be implicated, gave their notes for the amount of the deficiency, which notes they secured by a life policy on the youngest of the two.

Q. The deficiency was not supplied by General Howard's notes?—A. No, sir.

Q. In this particular case?—A. In no case.

Mr. HOAR made a motion that the testimony in reference to this defalcation be stricken out; making the motion in order that when the testimony was all in if this portion of it should be found to have no bearing upon the general case, the striking out might then be done so as to avoid any reference to the two young men implicated in the matter.

Mr. McNEELY: What became of those two young men?—A. I do not know of my own knowledge; since I left I know nothing about them.

Q. Do you know whether they were discharged or not?—A. I know that Marble was discharged as soon as we knew that he was guilty.

Q. And the other?—A. I think he was not discharged, from the fact that he was not proved to be implicated. I must say that I do not think it is justice to bring his case in here, and hope the committee will see fit to strike out all the testimony relating to them.

Mr. WOOD. This fund is a fund belonging to the treasury. We are here to investigate how it was used; how the administration of the Freedmen's Bureau was conducted under the charge of General Howard; I contend that the committee ought not to exclude any testimony having a bearing upon this question.

Mr. McNEELY. Were either of the parties retained after this was discovered?—A. One of them was retained for a while.

Q. How long?—A. I myself left about that time, and of my own knowledge know nothing about it.

Q. How do you know he was retained?—A. I know he was retained to June 1, 1869.

Q. When was the discrepancy discovered?—A. I was absent from the city; I think my inspector first discovered it in July of 1868.

Q. Who was the person that was retained?—A. He was the assistant bookkeeper in the bureau.

Q. How was the assistant commissioner appointed?—A. I was an officer detailed from the army; detailed under the bureau to act by General Order of August, 1866, by section 4 of that act, passed over the President's veto of July 16, 1866.

Q. Who appointed you?—A. I was first detailed from the War Department; then I was retained in the service in consequence of this act, after my regiment was mustered out.

Q. Retained by whom?—A. I think by order of the Secretary of War. The papers will show.

By Mr. HOAR:

Q. Had you any conversation with your brother in regard to his parting with his interest in the Building Block Company, at any meeting of the board of trustees?—A. It was a matter of common conversation.

Q. Did any of those conversations take place at a meeting of the board?—A. Yes, sir; but they they were not matters of record. There are other witnesses, however, who will testify to such conversations.

By Mr. ARNELL:

Q. Do you know of a Mrs. Walker's building on the university grounds?—A. I think she had an industrial school for freedmen there.

Q. Was that building put up by Mrs. Walker herself, or by the trustees of the university?—A. I know nothing about that.

The following deed was here placed in evidence:

“HOWARD UNIVERSITY }
to } Recorded November 18, 1868.
SUSAN WALKER. }

“This indenture, made this fourth day of November, in the year of our Lord one thousand eight hundred and sixty-eight, by and between the Howard University, a corporation constituted by act of Congress approved March 2, 1867, of the one part, and Miss Susan Walker, of the other part, witnesseth that the said Howard University, for and in consideration of the sum of two hundred and fourteen dollars and eighty cents, current money of the United States, to them in hand paid, at or before the sealing and delivery of these presents by the said Susan Walker, the receipt of which is hereby acknowledged, have given, granted, bargained, and sold, enfeoffed, conveyed, released and confirmed, and, by these presents, do give, grant, bargain, and sell, enfeoff, convey, release, and confirm, unto the said Susan Walker, and her heirs and assigns, forever, all that certain piece or parcel of land known and described as the west twenty-five feet in width of lot No. ten, in block number twenty, in the subdivision of the farm or estate called “Eflingham,” lately owned by John A. Smith, made by the trustees of Howard University, situated east of the Seventh street road, north of and near the city of Washington, according to the plat thereof, made by and filed in the office of the surveyor of the District of Columbia, reference unto the same being hereby

made, the lot aforesaid being bounded as follows: Beginning at the southeast corner of a lot sold and deeded to Susan Walker by Howard University, February 4, 1868; thence running easterly twenty-five feet; thence northerly one hundred and seventy feet six and one-half inches to a fifteen foot alley; thence westerly twenty-five feet along said alley to the northeast corner of said lot sold to Susan Walker; thence southerly one hundred and seventy-three feet and one inch to the place of beginning; containing four thousand two hundred and ninety-six feet of land, be the same more or less, together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of the said Howard University in and to the same; to have and to hold the same unto, and for the only use and behoof of, her the said Susan Walker, her heirs and assigns, forever.

"And the said Howard University, for themselves and their successors, by these presents covenant, promise, and agree to and with the said Susan Walker, her heirs and assigns, in the manner following, to wit: That they, the said Howard University and their successors, shall and will warrant and forever defend the said premises, with the appurtenances hereby bargained and sold, unto her, the said Susan Walker, her heirs and assigns, from and against them the said Howard University, their successors and assigns, and all persons claiming, or who may claim, by, under, or through them or either of them.

"And further, that they, the said Howard University and their successors, shall and will at all or any times hereafter, at the request and cost of the said Susan Walker, her heirs and assigns, make and execute any and every other deed of assurance in law, for the more sure and effectual conveyance of said premises, with appurtenances, to the said Susan Walker, her heirs and assigns, according to the true intent and meaning of these presents, that in the opinion of counsel learned in the law shall be necessary.

"In testimony whereof the said Howard University, by their president and secretary, hereunto set their hands and affixed their seals, and the seal of said Howard University, the day and year hereinbefore written.

"A. K. BROWNE.

"Signed, sealed, stamped, and delivered in the presence of—

"CHARLES WALKER.

"DISTRICT OF COLUMBIA, *Washington County, to wit:*

"I, Charles Walter, a notary public within and for said county and District, do hereby certify that Byron Sunderland and E. W. Robinson, parties to a certain deed bearing date on the fourth day of November, in the year of our Lord one thousand eight hundred and sixty-eight, and hereto annexed, personally appeared before me in the city of Washington, District and county aforesaid, the said parties to me personally known as being the identical persons whose names appear affixed thereto as grantors, and the persons who executed the said deed, and acknowledged the same to be their free act and deed.

"Given under my hand and official seal this this 11th day of November, A. D. 1868.

"CHARLES WALTER,
"Notary Public."

WASHINGTON, D. C., *May 19, 1870.*

S. N. CLARKE sworn and examined.

By Mr. BRADLEY:

Question, State to the committee your residence and present position.—Answer. I reside in Chicago. I am assistant treasurer of the American Missionary Association.

Q. State whether you held any official relationship to the Freedmen's Bureau in 1867 and 1868.—A. I did throughout 1867, and until September or October of 1868, when I resigned.

Q. State whether you were ever a stockholder or had any interest in the Building Block Company in this city.—A. I never was a stockholder in the company, and never held any interest in it.

Q. State whether General Howard ever offered you any of the stock.—A. He did.

Q. State what passed on that occasion.—A. That was, I think, in June of 1867. General Howard came to see me, or sent for me, and gave me an outline of the operations of the company. Then he said he had more stock than he could carry, and would like to sell me one or two shares. I think the shares were \$1,000 each; if so, it was two shares that he wanted to sell me. I told him I could not go into the company on such short notice. He then gave me to understand, if my memory serves me, that he

needed some money that day. So I loaned him \$1,000, with the understanding that if, subsequently, I should conclude to go into the Building Block Company, the note he gave me for the money I loaned him should be canceled by his giving me a share of the stock of that company. I afterward concluded not to go into the company; it did not appear to me that there was much money in it.

Q. Was anything said to you about a contract for furnishing brick for Howard University?—A. Not by General Howard.

Q. Did General Howard afterward pay the note he gave you?—A. Yes, sir; on the 17th of September, 1867. That was the end of the transaction.

Q. Did you hold any relations to the Freedmen's Bureau in 1867?—A. I was inspector of this District.

Q. As such, did the buildings which were being erected by that bureau come under your official observation?—A. They did.

Q. Was or was not the building known as the Colfax School-house erected by the bureau?—A. It was erected by the bureau. That, however, did not come under my official supervision. It was outside of the range of my official duties.

Q. Then you know nothing about that officially?—A. The only fact that I know in connection with that is, that the lumber used in its construction was issued by the bureau.

Q. Do you know of any lumber being issued by the bureau for any structures on the grounds of the Howard University?—A. I do.

Q. Upon whose order was that lumber issued?—A. By order of the assistant commissioner of this District, General Charles Howard.

Q. Upon whose requisition or application? Who gave any directions for erecting any structure there?—A. The applications for lumber were generally signed by D. D. Nichols, superintendent of the building company. One or two of them were signed by General Whittlesey, in behalf of some committee—I think the executive committee.

Q. Do you know anything of the erection of some sheds by the Building Block Company?—A. I know that they erected some sheds there.

Q. Do you know anything with regard to the lumber used by Mr. Alvord for that purpose?—A. I know that he did use lumber for that purpose.

Q. Lumber belonging to the bureau, do you mean?—A. Yes, sir.

Q. Do you know anything of any order being issued by General Charles Howard telling Mr. Alvord to furnish lumber for that purpose, or of any receipts in connection therewith?—A. I saw the papers on which the requisition of the lumber was receipted for. It was a part of my duties to see to such matters. I asked the quartermaster by whose authority that lumber was issued, and he showed me those papers.

Q. By whom were those papers signed?—A. By Mr. Bliss.

Q. As superintendent of the Building Block Company?—A. My impression is that they were simply signed by him as "superintendent."

Q. So far as you know, as inspector of this district, was Mr. Bliss connected with the Freedmen's Bureau in any way?—A. He was not, to my knowledge.

Q. Do you know anything of the rolls of the laborers of the Building Block Company being paid in whole, or in part, by the bureau?—A. On the report which the quartermaster furnished me there were two amounts itemized as rolls of laborers; those rolls were signed by General Whittlesey; I inquired of General Whittlesey in relation to the matter, and he informed me that he was then engaged in laying out the grounds of the university. I have no knowledge of any labor being paid for by the government that was for the benefit of the Building Block Company directly.

Q. Were you in any manner connected with the interests of the Barry farm, or the Barry Farm fund?—A. Yes, sir.

Q. In what manner?—A. Before I left here my relation with that was the same as with other parts of the work; I was inspector. Subsequently I was appointed agent of the bureau, and as accountant I took hold of the books of the fund, and straightened them up. I occupied that position from December, 1868, till April, 1869.

Q. Where was that account kept?—A. The money was deposited in the Freedmen's Savings Bank.

Q. Under what name?—A. In the name of General Howard, treasurer.

Q. You say you were employed to straighten the accounts up of that fund?—A. Yes, sir.

Q. Were you able to do so; would the accounts balance?—A. In order to make that clear, I will have to explain. The money for sales and rentals was received by the agent of the trustees, General Charles H. Howard, and deposited by him in the bank to the credit of the treasurer; the money was actually received and the deposits made by Charles Howard's clerk. When I came to examine the books I found a discrepancy; on comparing the amounts paid him with the amount to the credit of the treasurer in the bank, there appeared a deficiency of \$2,218 14, as near as I could get at it.

Q. Have you any memoranda to show the total amount of expenditures on account of the Barry Farm fund?—A. I have the account current and an abstract of the expenditures.

Q. Will you state the total amount of expenditures?—A. According to my figuring, it amounts to \$31,178 12.

Q. Does that include the original purchase money?—A. That was not taken into the account at all.

Q. The purchase money, then, is to be added to this?—A. Yes, sir.

Q. Now, sir, will you give us the total amount of receipts?—A. The amount actually deposited in the bank was \$39,041 39. There was also received, but not deposited, \$2,218 14.

Q. And that would make the aggregate receipts from all sources, rentals, sales, &c., how much?—A. \$41,259 53.

Q. Is the cost of the school-houses that were erected there embraced in the expenses?—A. No, sir.

Q. Does that account embrace the cost of erecting the houses on squares 1054 and 1055?—A. O, no, sir; that is an entirely different matter.

Q. Do you know anything about the erection of those tenements?—A. I do.

Q. State to the committee the amount expended in the erection of those tenements.—A. I have not that, separate. I have the total cost of eighty-six houses, seventy-six of them on those squares, and the other ten on the island.

Q. What was the total cost of all?—A. \$148,673 96.

Q. Is that for the building of those houses alone, or does it include the purchase of the ground?—A. It does not include the purchase of the ground.

Q. Can you give the aggregate receipts of those eighty-six houses?—A. I cannot state exactly, I think about \$5,000, up to the time when I left here.

Q. That is rentals?—A. For rentals and sale; one or two houses were sold.

Q. And that includes the sale?—A. Yes, sir; for at least one of the houses. The payments on all those houses were made in installments, so far as I know. -

Q. Did not the proceeds of the sale of the houses on square 640 go to the Howard University directly?—A. I do not know.

Q. Who kept the account of receipts and expenditures of that fund?—A. I kept them after I came here, from December, 1868 until April, 1869, when I left.

Q. Prior to that, who kept the accounts?—A. They were kept by the same persons who kept those of the Barry Farm fund, I understood.

Q. Where and to whose credit was the money deposited?—A. It was deposited in the Freedmen's Savings Bank, to the credit of General Howard, treasurer.

Q. Was that all one continuous account, or two separate accounts, which he kept as treasurer?—A. There were three separate accounts: one as treasurer of the Barry Farm fund; one as treasurer of the educational fund; and one as treasurer of the Howard University and educational fund.

Q. Were those buildings on square 1054, and so on, accounted for to the Barry Farm fund account, or to the educational fund account?—A. Those on square 1054 and 1055 to the educational fund, the others to the Howard University and educational fund; for that reason the fund was called the Howard University and educational fund.

Q. Have you any knowledge of the fact whether any part of the money received from the Barry farm was employed for the purchase of square 1025 and the square south of that?—A. No, sir; I have not.

Q. Or of squares 1054 and 1055?—A. I have no knowledge in regard to the matter.

Q. Do you know anything of the expenditures in grading and leveling square 1025 and the square south of that?—A. No, sir.

Q. I think I omitted to ask you a question in regard to the lumber at the university grounds: did you see any government lumber in use, as sheds or otherwise, for the Building Block Company there?—A. I could not tell whether I saw that lumber or other lumber. All the lumber was at the same lumber yard; the lumber piled in the lumber yard seemed to be used indifferently by the company and by the government. I saw the lumber being used without knowing to whom it belonged.

Q. While you were inspector of this district, was, or not, the freedmen's buildings at Arlington under your charge?—A. They were under the charge of the assistant commissioner, General Charles Howard.

Q. Were you ever instructed to make any inquiry in relation to alleged irregularities at Arlington; and if so, when?—A. I did make such inquiries. I cannot recollect dates. I made three investigations at different times; one was with reference to the acting assistant surgeon in charge of the hospital; his name I cannot now recall; one with reference to the reported destitution of the colored people there; and one afterwards with reference to complaints by the colored people there that they had not received a sufficiency of food and clothing.

Q. When you reported, to whom did you report?—A. To General Charles Howard; my reports were all made to him.

Q. Were those reports brought to the notice of General O. O. Howard?—A. I have no knowledge as to that, except that, in the investigation in January, 1866, the fact must have been brought to his knowledge, because my own official report was called into question, and I myself was investigated.

Q. Well, sir, in regard to the two investigations you made; do they embrace, either of them, the question as to the quantity of supplies furnished to the destitute in that village?—A. Incidentally, yes, sir.

Q. What was the result of your inquiries?—A. My report was substantially that —

By Mr. HOAR :

Q. Is that report in existence?—A. Yes, sir.

Q. Can you furnish a copy of it to the committee?—A. Yes, sir.

Q. Is it in print?—A. No, sir; in manuscript.

Q. How long is it?—A. It covers three or four pages.

The witness was directed to furnish to the committee a copy of the report.

By Mr. BRADLEY :

Q. Do you know anything of one or more notes given by John R. Elvans to General O. O. Howard, or indorsed by General Howard for Elvans's benefit?—A. I know of one given by John R. Elvans to General Howard as treasurer of the Barry Farm fund; I know of no other.

Q. What is the amount of that note?—A. Three thousand dollars.

Q. Had it been paid, or not, before you left here?—A. It had been partially paid; \$640 and some cents had been paid on it.

Q. By whom, and in what way?—A. I do not know anything about that; the money never came into my hands.

Q. Look at these two accounts—the account current and the abstract of expenditures. I call your attention to the first item in this account, opposite the date of June 27, 1837; give the committee the amount.—A. It is \$26,652 33.

Q. Now I call your attention to the other document, this abstract of expenditures; item B, how does that read?—A. Saint Augustine Normal School, \$8,461 75.

Q. Then among the expenditures is credited \$8,461 75 that was given for the benefit of the Saint Augustine Normal School?—A. Yes, sir.

Mr. BRADLEY here introduced in evidence the following documents :

Account of Expenditures.

No.	Names.	Account.	Amount.
1	J. W. Pilling	Taxes	\$358 12
2	C. H. Howard	Salary	83 33
3	C. H. Howard	Salary	83 33
4	C. H. Howard	Salary	83 33
5	C. H. Howard	Salary	83 33
6	W. J. Tolson	Reimbursement	75 00
7	C. H. Howard	Salary	83 33
8	C. H. Howard	Salary	83 33
9	C. H. Howard	Salary	83 33
10	C. H. Howard	Salary	83 33
11	C. H. Howard	Salary	83 33
12	C. H. Howard	Salary	83 33
13	St. Augustine	Normal School	8,461 75
14	Richmond	Normal School	10,000 00
15	Richmond	Normal School	300 00
16	Howard University .....	.....	3,077 50
17	Howard University .....	.....	3,000 00
18	C. H. Howard	Salary	83 33
19	C. H. Howard	Salary	83 33
20	Dennis Stott	Reimbursement	100 00
21	C. R. Douglass	Reimbursement	280 00
	Total .....	.....	26,652 33

The Barry Farm fund in account current with O. O. Howard, Treasurer.

Dr.			Cr.		
June 27, 1867	To amount expended as per abstract of expenditures	\$26,652 33	June 27, 1867	By amount received from rent and sale of land at Barry farm, District of Columbia	\$37,848 16
June 27, 1867	To amount transferred to treasurer of Howard University	3,891 34	June 27, 1867	By amount of deficiency in agent's account, credited him, and payment secured by policy on the life of clerk	2,218 14
June 27, 1867	To balance on Barry Farm fund carried to new account	9,522 63			
		40,066 30			40,066 30

MARCH 30, 1869.

I certify on honor that the above is a true account of all moneys received and expended by me as treasurer of the Barry Farm fund for the benefit of refugees and freedmen.

O. O. HOWARD,
Treasurer Barry Farm fund.

The Barry Farm fund in account current with O. O. Howard, Treasurer.

Dr.			Cr.		
April 16, 1869	To amount expended, as per abstract of expenditures	\$634 45	April 16, 1869	By balance from last account current	\$9,552 73
	To amount transferred to John A. Cole, treasurer and agent, viz: Cash	7,863 27		By amount received from sale of land, Barry farm	1,193 23
	\$3,000, notes	2,218 14			
		10,715 86			10,715 86

I certify on honor that the above is a true account of all moneys received and expended by me as treasurer of the Barry Farm fund for the benefit of refugees and freedmen, from the 30th March to the 16th April, 1869.

O. O. HOWARD,
Treasurer Barry Farm fund.

Q. At the foot of the debit side of that account I see an entry "\$3,000, notes." What does that mean?—A. The sum which is carried into the column of dollars and is the deficiency of which I spoke; the notes were given by the clerks who kept the account to secure payment for money which had been paid out of the fund as payment on a life insurance policy on the life of one of the parties; the policy is for \$3,000, payable in five years; the policy is on the National Life Insurance Company of the United States.

Q. How is that balance of \$2,218 14 settled; in that way?—A. The trustees of the fund, by vote, resolved to accept this policy as assets to that amount.

Q. Another note was given them?—A. No, sir. These notes were ordinary promissory notes, one due each month for an amount sufficient to cover the premiums on that policy, with interest.

By Mr. KETCHUM:

Q. You have spoken of Mr. Bliss being on the ground of the university; do you know whether he receipted for all the lumber delivered there?—A. I do not.

Q. Do you know whether any other persons there had charge of, or received any lumber sent to that place at that time?—A. I do not.

Q. The total of expenditures, you say, was \$37,173 12; do you mean that amount exclusive of what was paid for the grounds?—A. Yes, sir.

Q. Then the account itself shows the amount of money received for rentals and sales, and nothing else?—A. Yes, sir.

Q. And these are the expenditures of the money received?—A. Yes, sir.

By Mr. TOWNSEND:

Q. In regard to this deficiency of \$2,218 14, I understand the clerks were required to make it up; did they give their notes for that amount?—A. They gave notes sufficient to cover premiums due on a policy which had to be paid.

Q. Was the policy payable at the end of six years?—A. No, sir; it is a life policy—a policy on a life plan, but the payments all to be made inside of five years.

Q. State whether or not, by the end of five years, the company will be reimbursed to the extent of the deficiency by the payment to be made by the clerks?—A. The policy does not become a claim until the death of the party insured; but it acquires value as soon as the premiums are paid. I do not know precisely what that value is.

Q. Then ultimately the Barry farm fund will get the \$2,218 14?—A. It will get \$3,000.

By Mr. McNEELY

Q. Supposing the clerks should fail to pay up the premium?—A. In that case, the policy would fail to be of value.

Q. Do you know whether those clerks were retained in service afterwards?—A. I think one of them is still in the service of the bureau.

WASHINGTON, D. C., May 20, 1870.

S. N. CLARKE—Examination continued.

By Mr. WOOD:

Question. Have you brought the papers which you were yesterday requested to bring?—Answer. Yes, sir, here they are.

Q. You know them to be copies of the originals?—A. Yes, sir.

By Mr. KETCHUM:

Q. Copies of the Arlington Village reports.—A. Yes, sir.

Q. Have you also the vouchers?—A. Yes, sir.

Q. In reference to the deficiency of \$2,218, to which you referred yesterday; under whom did that deficiency occur?—A. At the time of making my investigation I could not tell which of those clerks had been guilty of embezzlement, or whether both of them were guilty or only one. I have since ascertained to my satisfaction that but one of them was guilty, and he is not the one who is retained in the bureau by General Howard.

By Mr. WOOD:

Q. But two clerks were implicated?—A. Two were at first suspected; but I may state that only one was guilty, and the guilty one is not retained.

Q. Did not both the clerks unite in giving the notes on settlement?—A. Yes, sir.

Q. Did not that show that both were equally guilty?—A. One of them claims to have done that out of friendship for the other.

Q. Do you know from your own personal knowledge that he was not implicated?—A. From my own knowledge, I should say that he was responsible, in that he was careless in the matter.

Q. Upon what is your idea of his innocence based?—A. Mostly upon the confession of the other party to his own guilt, and his assertion of the other's innocence.

Q. In what shape was that confession made?—A. In the shape of a letter.

Q. Where is that letter?—A. I have it with me, and will present it in evidence, if the committee will permit.

The letter was introduced in evidence as follows:

“SATURDAY, April 16, 1870.

“SIR: I received some days since a letter from Mr. ———, requesting me to write you concerning his connection with the Barry farm deficit, and I most cheerfully make use of the first opportunity to comply with his request.

“During the investigation of Barry farm matters by Mr. Clarke, I expressed to him my belief that Mr. ——— had never made use of or appropriated one cent of the fund to his own use, and I still hold to that belief. I would gladly have said the same to you had I not have supposed that everything that had been said and done at that time had been reported to you in full, and should any way have sought your permission to make the statement to you in person, had I not have learned that you did not care to have anything to say to me upon such matters concerning the Barry farm accounts.

“I send this through the hands of Mr. ———, who will probably explain to you more fully his object in sending to me for the foregoing statement.

“Respectfully, your obedient servant,

“GEORGE F. MARBLE.

“Major General O. O. HOWARD,

“Commissioner, &c.”

By Mr. McNEELY:

Q. As I understand, the life policy was effected on the life of one of the clerks?—A. Yes, sir.

Q. Which one?—A. The one that is still retained in the office.

Witness made a memorandum of documents which he had been required by the committee to produce, and agreed to bring them at the next meeting.

WASHINGTON, D. C., May 21, 1870.

S. N. CLARKE—Examination continued.

By Mr. WOOD:

Question. What is this paper? [Referring to one among a number which witness had produced.]—Answer. It is a copy of the instructions under which I made one of the inspections at the Arlington farm. I have already submitted a report of the inspection.

Q. What is this book?—A. It contains the record of the board of trustees of the Barry Farm fund.

Q. What papers are those?—A. Vouchers for the Barry Farm and educational fund. The account was consolidated and put into one account current. Subsequently I separated the accounts current. One voucher includes the balance of both funds. I have already put in the same account. I have an account current here which will replace both the accounts current that I have already put in. When General Howard turned over the balance of the funds in his hands to his successor, he turned over a balance which belonged to the Barry Farm fund, to the educational fund, and to the Howard University and educational fund.

Q. To his successor as what?—A. As treasurer of these funds; and this receipt of his successor includes some money which belongs to each of those three funds. So it will be necessary to file *this* account current, in which these three funds are consolidated.

Q. What was called for was the vouchers sustaining the accounts already put in relating to the Barry Farm fund. If you come to any voucher referring to any other fund, throw it out for the present and explain it afterward.—A. This is the account current of the Barry farm, from June 27, 1867, to March 30, 1869, with abstract of expenditures.

This first voucher is for the payment of taxes on the Barry farm land. You will see that is the first item in the account. For that I produce the receipt of the collector of taxes for \$358 12.

The next voucher is the receipt of the agent of the board of trustees for salary for the month of January, 1868, for \$83 33.

The third voucher is of the same character, a receipt of the agent for the same amount, for salary for February, 1868, signed Charles H. Howard, agent.

The fourth voucher is a similar receipt for the month of March, 1868.

The fifth voucher, the same for April, 1868.

The sixth voucher is a receipt from William J. Tolson, one of the purchasers of lots on the Barry farm, for \$75. He had made one payment of \$2 on one of those lots. He began to build a house, and was unable to finish it; he did not throw up his contract as some of the others did, but was reimbursed to the amount of \$75 to enable him to build his house.

This seventh voucher is the receipt of the agent for his salary for May, 1868.

This eighth voucher pertains to the educational fund, and I will lay it one side for the present.

Q. What is it for?—A. It is for insurance on building on square 1054, \$283 50.

Q. What is the difference between the educational fund and the Barry Farm fund, and how does that come in with the Barry Farm fund account?—A. Simply because General Howard was treasurer of three funds. In order to make the statement as concise as possible, I made one account current, showing the three funds, all on one paper—all under the control of one board of trustees, with one treasurer.

This voucher, No. 8, I was going to place one side unless you had some further inquiries to make with reference thereto.

The ninth voucher is the receipt of the agent for his salary for the month of June, 1868, \$83 33.

The tenth voucher pertains to the educational fund.

The eleventh is the receipt of the agent for his salary for the month of July.

The twelfth pertains to another fund, so I will lay it aside for the present.

The thirteenth is the receipt of the agent for his salary for August, 1868.

The fourteenth is the receipt of the city surveyor for surveying, \$8 50.

The fifteenth is the receipt of the agent for his salary for September, 1868.

The sixteenth is an expense account, \$13 50, incurred in the purchase of stamps and the recording of deeds.

The seventeenth is for an expense of \$3 for the recording of deeds.

The eighteenth is the receipt of the agent for his salary for October, 1868.

The nineteenth is the receipt of the president and secretary of the St. Augustine Normal School, at Raleigh, North Carolina, for \$3,461 75, by deed of land.

The twentieth is the receipt of the president, secretary, and treasurer of the Richmond Educational Association, for \$10,000.

Q. I see that this receipt for \$10,000 is in printed form; have you any explanation

of that?—A. I do not know that I have; there are several receipts here of like character, *i. e.*, in printed form; but I know nothing about it.

Q. Do you recollect that kind of printed form being used?—A. I have no recollection in reference to the matter, further than that when I came to make up the accounts I found some on these printed forms.

Q. Is that the only one you have here?—A. No, sir; here are two others from the treasurer of Howard University.

Q. Are those all the vouchers?—A. No, sir; there are several others here which I have not read; those are all that are printed in that form.

Q. What are the others?—A. Simply for taxes and salary. Voucher twenty-one is from the Richmond Educational Association for \$300. This says, "In United States securities."

Voucher twenty-two is the receipt of the treasurer of Howard University, dated the 28th of November, 1868, for \$3,077 50. It is signed by the secretary and treasurer.

Voucher twenty-three is the receipt of the treasurer of Howard University for \$3,000.

Q. What is the date of that receipt?—A. The 28th of November, 1868; the same as the preceding.

Q. What names are signed to these?—A. George R. Balloch, as treasurer, and E. W. Robinson, as secretary, of Howard University.

Q. From what fund was that money purported to have been paid?—A. From the Barry Farm fund. I have been reading none except those from the Barry Farm fund. The others I have laid one side for the present.

Voucher twenty-four is the receipt of the agent for his salary for November, 1868.

Voucher twenty-five is the receipt of the agent for his salary for December, 1868.

Voucher twenty-six is the receipt of Dennis Stott for the reimbursement of \$100 paid back to him by order of the board of trustees.

Voucher twenty-seven is for the reimbursement of Charles C. Douglass, \$280; this is a case similar to that of Tolson, before explained.

Voucher twenty-nine is the receipt of the treasurer of Howard University for \$3,891 34, signed by George R. Balloch, treasurer of Howard University.

Q. Is that receipt on a printed form?—A. No, sir.

Q. Is that all?—A. That is all the receipts from the Barry Farm fund up to the 30th of March, 1869.

Q. Did that last receipt purport to come from the Barry Farm fund?—A. It does.

Q. You stated at the commencement that you desired to put in a new account, combining more than one fund.—A. Yes, sir; but before coming to that, I ought to bring in the vouchers for the accounts from March 30, 1869, to April 16, 1869, the date of the transfer.

Q. These are subsequent to those which you presented before?—A. Yes, sir; for the time from the date of the last account to the time the treasurer transferred his balance to his successor. The abstract of expenditures on this account is \$634 54. That includes two vouchers, one to myself for extra services as accountant, \$222, which was to April 12, 1869; and a voucher signed by the agent of the National Life Insurance Company for \$412 55, the amount of premium on the life of Thomas F. Fanning, dated 15th April, 1869. The other receipt is for the balance of that fund, which was transferred to the treasury. Here, if you will allow me, I would like to make the explanation which I at first began. This receipt is for \$12,846 33, from General Howard's successor, John A. Cole, to General Howard. On this account current of the Barry Farm fund, which I before submitted, I have entered \$7,863 27, and \$2,818 14, making a sum of over \$10,000 transferred on account of the Barry Farm fund. This \$12,846 33 includes that and the balance transferred from the donation to the Howard University and educational fund.

Q. Were there any other substitutions or changes?—A. Well, if I were to submit this account current there would be another.

Q. Well, sir, I want to know if there were any other changes or substitution of papers, and if so what, and your explanations in regard to them, if you have any to make?—A. Well, sir, here is an account on this account current for the amount transferred to the treasurer, \$3,891 34. I have before submitted the receipt of the Howard University for that amount. That receipt replaces an original paper which was a receipt given by General Howard for a loan of the fund. This paper was a resolution of the board of trustees, ordering the payment of \$3,000, with interest, to General Howard. General Howard made up his mind, subsequently, that that voucher was not in proper form, and transferred this amount.

Q. Wait a moment, and let me see if I understand this matter correctly. As I understand it, there was originally a resolution of the board of trustees of the Barry Farm fund, which was placed in there in the character of a voucher for that fund. Was that there when you first examined this account?—A. Yes, sir.

Q. Where did you find that voucher?—A. I made it up myself from the order of the board of trustees.

Q. Did you raise any question as to whether it was a valid voucher?—A. Yes, sir; that matter was discussed by several of us at the time.

Q. Did you inform General Howard?—A. I told him that it was not a good voucher.

Q. What did he say?—A. I do not remember.

Q. Do you remember the substance of his reply?—A. No, sir; I only remember that the result of it was the voucher was filed as a —

Q. You do not recollect the substance, but the result was the resolution was filed as a voucher. At whose instance, by whose request, and in consequence of what fact, was this resolution filed as a voucher?—A. I know nothing whatever about that, the matter was arranged at a meeting of the board of trustees, and became a part of their record.

Q. Where is that resolution now?—A. The original is to be found among the proceedings of the board of trustees.

Q. In this book that you brought?—A. Yes, sir.

Q. Please turn to it and read it.—A. I find it in the report of the proceedings of Friday evening, March 30, 1869, on page 15 of the record

“*Ordered*, That \$3,000, with interest from November 30, 1868, be paid to Brevet Major General O. O. Howard for loan made, by receipt as follows: ‘Received from Brevet Major General O. O. Howard, treasurer Barry Farm fund the sum of \$3,000—a loan.’”

That is the language of the order. That language implies that the assets of the fund had been increased \$3,000; for that reason I objected to the voucher.

Q. And did you communicate your objection to General Howard at the time you were appointed to examine the accounts?—A. I did.

Q. What did he say?—A. I do not recollect.

Q. Nor the substance of it?—A. No, sir; I simply remember that the result was the voucher was filed.

Q. The filing of the resolution as a voucher was the result of that conversation?—A. It was.

Q. But the voucher does not correspond with the amount mentioned in the resolution?—A. In making up the account current at the time I left here, there was an error made of \$800 in favor of General Howard, which is included in the voucher.

Q. At what time?—A. In April, 1869. There had been some money advanced on the quartermaster's vouchers; there was a certain payment to be made at once; the payment was made out of this fund and the quartermaster's vouchers taken as security, the fund coming into the Quartermaster's Department only month by month. At the time of closing up this account, three of those vouchers, amounting to \$833, were not yet due. In making up the account current, I made the error of transferring that \$833 to only one side of the account. These quartermaster's vouchers were the same as so much cash. I was alone responsible for that error; it was an error in favor of General Howard, but he never had anything to do with it. This order of the board of trustees is for \$3,000, with interest for six months, which would make \$3,060; then on account of that error of that eight hundred and odd dollars which is included, the voucher is made for three thousand eight hundred and ninety odd dollars.

Q. And this resolution grew out of this error of yours?—A. O, no, sir; the resolution did not grow out of that error.

Q. This error you made shows a surplus of \$800?—A. Yes, sir.

Q. Well, what became of that surplus?—A. General Howard was given credit for it as treasurer.

Q. To pass to his personal credit?—A. Yes, sir.

Q. Then he got the benefit of it?—A. No, sir; for the error was afterward corrected; the matter was brought to my attention when I was here a short time ago—in March; and I took the account and corrected it in the matter of those \$800; at the same time the validity of the voucher for those \$3,060 was under consideration.

Q. In March of this year?—A. Yes, sir.

Q. And the validity of this resolution of the board of trustees was brought into question when you were here in March of this year?—A. Yes, sir.

Q. Was that what you came here for?—A. I came up here on other business principally, but this was part of my business here.

Q. Were you not sent for to come here and examine these accounts?—A. It was mentioned to me before I came that, when I come, I should examine them.

Q. How long after this resolution was put in as a voucher was the question raised as to its validity?—A. The resolution was dated March 30, 1869. I came here in March, 1870.

Q. Well, sir, do you find that resolution now among those vouchers?—A. No, sir; this paper, which I have submitted—the receipt for \$3,891—includes that; that is no longer considered as a voucher.

Q. Why not?—A. It has been withdrawn, and this paper substituted in the place of it.

Q. What is this paper?—A. It is a receipt of the board of trustees for \$3,891.

Q. This receipt is to General O. O. Howard, as treasurer of the educational fund.—A.

That includes the educational fund as well as the Barry Farm fund; it is, however, really a voucher to the Barry Farm fund.

Q. I believe we understand this now. This resolution of the board of trustees, which was put in as a voucher, and which was questioned, was subsequently taken out—taken out as late as March of this year, and the receipt dated March of last year put in place of it?—A. Yes, sir.

Q. And that receipt includes not only the \$3,000 and interest thereon, but the \$800 which had been passed to the credit of General Howard by mistake?—A. Yes, sir.

Q. Well, sir, during your examination of those accounts did nothing occur between you and General Howard in the way of explanation of the substitution of this receipt?—A. I hardly know how to answer that question. There was considerable discussion about the voucher before this receipt was finally substituted.

Q. Were you in charge of the accounts in any way in March, 1869?—A. Yes, sir.

Q. If General Balloch had received that sum for purposes of the Howard University at that time, would it not have come through your hands?—A. The money would not; the voucher would.

Q. You say you heard nothing of any voucher of that kind?—A. No, sir.

Q. The first you knew of it was in March, 1870, when it turned up in substitution of this resolution?—A. Well, the first I knew of this voucher was subsequently to that time, although there was a settlement of the balance made by General Howard in March, 1870.

Q. Did you have any conversation with General Balloch or General Howard in March last?—A. I did.

Q. State the nature and tenor of that conversation.—A. When I first came here, my conversation was with the treasurer, Mr. Cole; we canvassed the matter to see what was necessary to be done; we talked the matter over with General Howard.

Q. Explain what you mean by "necessary to be done."—A. Why, if that voucher was not a good voucher, it would be necessary for General Howard to pay \$3,000 to the fund.

Q. Well, what did General Howard say?—A. He said that of course if that voucher was not good, and he owed the fund anything, he would pay it.

Q. Well, go on and tell what was done about it.—A. Well, we examined the account at the bank, he being under the impression that this was a good voucher, because he thought he had taken out of his own fund that amount to make payment of a certain sum ordered to be distributed by the board of trustees in November, 1868. We found, on examining the books, that certain money had been transferred to him in April, 1868.

Q. What do you personally know about the matter?—A. I know that we talked it over when I was here last; I know that when I made up this balance I had on hand in cash \$9,794, and something over; that balance in cash only was necessary to balance the account; what surplus of cash there was was transferred to General Howard's credit. I know that there were also, at that time, a couple of United States bonds belonging to the fund; I think there was \$2,000 in United States bonds; the avails of those bonds were transferred to General Howard also, in consequence of that misunderstanding. When the matter was decided in March last, General Howard paid this money back to the fund. He gave his personal note to the fund about the 25th or 26th of March. I will not be certain as to the exact date. I knew nothing of this voucher of General Balloch until I saw it recently. General Howard, I understand from him, paid the note, and the cash was transferred to the bureau.

Q. Why was that note given?—A. For this balance belonging to the fund, which had been in his possession since March, 1869.

Q. Then the reason given you for the substitution of this receipt was, that it was for that purpose?—A. Yes, sir.

Q. Did you have any conversation with General Balloch at that time or since?—A. No, sir; he was out of town at that time, and I have never seen him since.

Q. With whom have you conversed?—A. With General Howard and with Mr. Cole.

Q. When have you talked with General Howard upon this subject?—A. I talked with him yesterday.

Q. And he has refreshed your recollection?—A. No, sir; there was no necessity for that; it is all a matter of record.

Q. Is this note that was given by General Howard a matter of record?—A. No, sir.

Q. How have you any knowledge of that note?—A. I think I wrote the note myself, though it is possible I may be mistaken about that.

Q. When was the note given?—A. It was given on the 25th of March, 1870, payable on demand.

Q. What was the amount?—A. Three thousand eight hundred and seventy-one dollars and thirty-four cents.

Q. Is this receipt of General Balloch's precisely for that amount?—A. It is.

Q. Then the receipt was simply a substitution for the note?—A. Yes, sir; as I remarked—but that is not testimony, I suppose—General Howard told me that the note was paid and the amount transferred, and Mr. Cole told me the same thing.

Q. Was the receipt given by General Balloch for \$3,891 34 dated March 30, 1869?—A. I believe so.

Q. And the note was dated 25th of March, 1870?—A. Yes, sir; I will not be certain as to whether it was the 25th or 26th.

Q. Did that note, in any shape, manner, form, or character, appear on the accounts of the Barry Farm fund, on the books, or on the record of proceedings?—A. Certainly not on the record of proceedings, and I cannot state that it ever appeared as a voucher to the fund; the account current was made up after I left here last spring.

Q. But this note is dated March 18, 1870, while the receipt is dated March 18, 1869.—A. As to the receipt, I do not remember.

Q. Is that all the explanation you have to make regarding this matter?—A. I do not know of any further explanation I could make. I know the note was in substitution of this resolution to which I have referred.

Q. Who told you that?—A. It was written on the note itself.

Q. Was the note signed by General O. O. Howard?—A. Yes, sir.

Q. Personally or officially?—A. I do not remember; I do not recollect whether it was signed by him as treasurer of the Barry Farm fund or not.

Q. At the time you were requested to examine the accounts of the Barry Farm fund, did you go to the Freedmen's Savings Bank and examine the accounts there?—A. Yes, sir; I made a comparison of our accounts there with our bank deposit books.

Q. Did you find that the books of the bank corresponded with the books of the bureau?—A. The books of the bank showed payments of money which the books of the treasurer did not. The treasurer's book never was posted until I posted it myself.

Q. Did you ask the cashier of the savings bank for an explanation of this fact?—A. He furnished me a statement of the checks that had been drawn against the fund, and on that basis I made up the vouchers which I have submitted.

Q. Did you find any differences?—A. I found several differences. Some errors had been made by the clerk who kept the books at the bank; there were two or three amounts which had been deposited, according to our books, which did not appear to our credit on the books at the bank.

Q. Did you ask the assistant actuary for an explanation as to why it was that his books did not show those sums to have been deposited?—A. I did.

Q. What did he say?—A. He admitted the error when I showed him the bank-books.

Q. How did he account for such an error being made?—A. By saying they had omitted to put it upon their books. There was also a discrepancy between the checks drawn against the fund, which were the only vouchers the bank had to show, and the amount actually paid out, according to their ledger.

Q. Did you ask for an explanation of that also?—A. I did.

Q. What did he say?—A. He said the transfer was made on a verbal order, and he neglected to get the check signed.

Q. Verbal order of whom?—A. Of the treasurer.

Q. Who was the treasurer?—A. General Howard.

Q. Did he tell you anything of the transfer of any portion of this fund to the treasurer of the Congregational church fund?—A. Yes, sir, he did; there was a certain amount, which I do not now recall.

Q. I am not asking for the amount. Who was treasurer of the Congregational church?—A. I understand that General Howard was.

Q. Then might not a portion of this discrepancy be accounted for by the transfer of some of this fund to the Congregational church?—A. Perhaps it might.

Q. Did you ever speak to General Howard upon that subject?—A. I do not think I ever did.

Q. Did you not go to General Howard and ask for vouchers for moneys furnished the school at Richmond, in order to enable you to balance your account?—A. I did; and he furnished me the vouchers which I have submitted here this morning.

Q. And did he produce vouchers for moneys furnished any other school?—A. Yes, sir; he produced vouchers for moneys furnished the normal school at Raleigh, North Carolina, and the receipts which I have this morning furnished from the treasurer of that institution.

Q. Did you get those receipts from General Howard personally?—A. I got them from his private secretary, Colonel Slayden.

Q. Was the statement of the actuary of the bank regarding this transfer from one account to another a satisfactory explanation to you?—A. Yes, sir.

Q. Then you made up your account from those statements?—A. I made up my accounts from the vouchers furnished me.

Q. When you came here last March, I understand you to say you came on other business, but was requested to "straighten up" those accounts?—A. Perhaps that is not quite the proper term to use; I was requested to go over the accounts and rectify any errors I might find; and then this question of the validity of these vouchers came up.

Q. Do you know where General Howard's note can be found now?—A. The note for \$3,891 ?

Q. Yes, sir.—A. I am sure I do not know where it is.

Mr. HOWARD. Mr. Wood, I have paid it, and if I can find it anywhere you are welcome to it.

Q. What was done with the avails of that note?—A. They were transferred to the treasurer of Howard University.

Q. Did you make any remonstrance to General Howard on account of his proceedings?—A. No, sir; I do not know that it was my place to make any remonstrance.

Q. Are you familiar with the contents of that record book before you?—A. Somewhat; some of it is in my own handwriting.

Q. Please read from that book such portions as sustain your statements with reference to those accounts. First, see whether there is any record there with reference to the payment of any moneys to Howard University on the 30th of March, 1869, by authority or resolution of the board of trustees of the Barry Farm fund.—A. In the proceedings of the 30th of March, 1869, there is no order for the payment of any money to any educational institution. There is but one order for the payment of money of that date, and that is for the sum of \$100, to be reimbursed to Dennis Stott.

Q. Have you the proceedings of that date before you?—A. I have.

Q. Have you examined with reference to an answer to my question?—A. I have.

Q. And you do not find any order for the payment of any money to Howard University?—A. No, sir.

Q. Do you find any order corresponding to this receipt of \$3,891 34?—A. No, sir.

Q. Are there any minutes or notes, or memoranda, or references of any kind to any note given by General Howard for that sum?—A. Not in the minutes of this meeting.

Q. Are there any anywhere in the book, at all?—A. Not that I know of.

Q. Now, turn to the proceedings of the meeting in March, 1870. Do you find previous to that the record of any meeting held subsequently to March 30, 1869?—A. There are no records copied into this book.

Q. Are there any anywhere?—A. I do not know of any, sir.

Q. Well, now, please tell me whether there is any record or reference in the proceedings of the board of trustees of this donation of \$3,461 75, in the shape of land to the San Augustine College, as here receipted for? I will read the receipt:

“ST. AUGUSTINE NORMAL AND COLLEGIATE INSTITUTE,
“*Raleigh, North Carolina, October 9, 1868.*”

“Received of General O. O. Howard, treasurer educational funds, the sum of eight thousand four hundred and sixty-one dollars and seventy-five cents, (\$8,461 75,) by deed of portion of square 1025, Washington, D. C., duly stamped and recorded in the register's office of the city of Washington, D. C.

“R. S. MASON, *President.*”

“KEMP P. BATTLE, *Secretary and Treasurer.*”

I wish to know whether there is any entry in the records referring to that transaction? If so, please read it.—A. I find, in the proceedings of the meeting held October 1, 1868, to be found on page 6 of the record, the following:

“*Resolved*, By the trustees of the Barry Farm fund, that the amount on hand, twenty-three thousand dollars, (\$23,000,) be divided according to the provisions of Special Order No. 61, &c., setting apart the said fund, first, for the purchase of the Barry farm, and, second, the division of receipts:

“First. To the normal school at Richmond, Virginia, the sum of ten thousand dollars, (\$10,000.)

“Second. To the St. Augustine Normal School and Collegiate Institute, at Raleigh, North Carolina, the sum of ten thousand dollars, (\$10,000.)

“Third. To the Howard University, at Washington, D. C., the sum of ten thousand dollars, (\$10,000,) as follows: three thousand dollars in cash and the remaining seven thousand dollars (\$7,000) as soon as the receipts of the treasury will admit of it.”

Q. Have you read all there is in reference to that subject?—A. I think so, sir; all I can find.

Q. Is there any reference there, or in any subsequent portion of the minutes, to the substitution of land for money, as a donation to the normal school at St. Augustine?—A. No, sir.

Q. Is there any reference to the transfer of Congregational church bonds, in lieu of money, to the school in Virginia?—A. No, sir.

Q. Are you sure there is no other record in that book upon this subject?—A. I am just looking it through, sir.

Q. Now, if you please, turn to the proceedings for the 9th of November, 1868.—A. There are no proceedings of that date, sir.

Q. What is the last record?—A. March 30, 1869.

Q. Here is a receipt, reading as follows:

“Received at office of Richmond, Virginia, Educational Association, this 9th day of November, 1868, of Major General O. O. Howard, Commissioner of Bureau of Refugees,

Freedmen and Abandoned Lands, and treasurer of the educational funds, the sum of ten thousand dollars, in bonds, covered by realty, the same to be applied to the education of refugees and freedmen.

"ANDREW WASHBURN, *President.*

"SAMUEL RUTH, *Treasurer.*

"R. M. MANLY, *Secretary.*

"*Richmond Educational Association.*"

[No seal.]

Now I want you to see if there is any reference to this receipt in the proceedings of that date.—A. There are no such dated proceedings. The second paragraph of the order refers to such distribution in general terms; I will read it:

[*"Special Order No. 61.*]

"WAR DEPARTMENT,
"BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, D. C., April 23, 1867.

* * * * *

"II. Brevet Brigadier General George W. Balloch, chief disbursing officer of this bureau, will transfer the sum of fifty-two thousand dollars (\$52,000) to a board of trustees, consisting of S. C. Pomeroy, John R. Elvans, and O. O. Howard; this amount to be held in trust by them for the benefit of the normal collegiate institutions or universities, embracing the education of refugees and freedmen, said institutions being incorporated, or as soon as they shall be regularly incorporated, one located in the District of Columbia, one in the State of Virginia, and the third in the State of North Carolina.

"The said trustees may invest the said fifty-two thousand dollars in land, with a view to relieving the immediate necessities of a class of poor colored people in the District of Columbia, by rental, by sale, with deferred payments, or in such other way as their judgment shall direct for this purpose, provided all proceeds, interest, or moneys received from rental or sale, over and above necessary expenses, shall be annually transferred to the said three institutions, and in all cases be divided equally among them.

"By order of Major General O. O. Howard, Commissioner.

"A. P. KETCHUM,

"*Acting Assistant Adjutant General.*"

That provides generally for the distribution of funds to these three institutions.

Q. There is nothing said there about the distribution of lands or of church bonds, is there?—A. No, sir.

Q. In your accounts you produce a voucher for \$3,077 50, dated the 28th of November, 1868; also a voucher, signed by George R. Balloch, for \$3,000, of the same date; have you any explanation to give regarding those vouchers?—A. None whatever, sir.

Q. Do you know whether they were for moneys paid the university or for other purposes?

The CHAIRMAN. Do not the vouchers show that?

Mr. WOOD. Please examine whether the vouchers state upon their face for what purpose they were given?—A. (After examination.) The voucher for \$3,077 50 states upon its face that it is given for "the personal note of O. O. Howard, and interest;" the voucher of the same date for \$3,000 states that it was given for "note of J. R. Elvans and personal check of O. O. Howard."

Q. Is there any memorandum on that last voucher? If so, please read it.—A. There is a memorandum: "Balance Elvans's note, \$2,355 64; General Howard's check, \$644 36; total, \$3,000."

Q. Do you know anything with reference to the payment or non-payment of the note of John R. Elvans?—A. I do not.

Q. Please turn to that date upon the proceedings of the board of trustees, and see if there is any reference made to these notes?—A. There are no proceedings of the 28th of November in this book.

Q. What is the date of the last preceding record, and the next succeeding one?—A. There are none between October 30, 1868, and March 30, 1869.

Q. Do I understand that there were during that time no meetings of the board?—A. I do not know anything about that; it may be that there were; if so, I presume the proceedings are in existence, but not yet copied into the book; the proceedings are generally first taken on loose sheets of paper, and copied into the book afterwards.

Q. Did you make any of these entries?—A. The proceedings of March 20, 1869, are in my handwriting.

Q. Do you know the reason why the preceding proceedings are omitted?—A. No, sir.

Q. Do you know whether there are any original papers containing a record of those proceedings in existence?—A. I do not.

Q. I understood you to bring that book here as the minutes of the board of trustees?—A. It is, sir, so far as I know anything of those minutes.

Q. Whose duty is it to keep such minutes?—A. The duty of the secretary of the board.

Q. What is his name?—A. John R. Elvans; but, from March 30, 1869, Mr. Cole was secretary.

Q. Do you know whether or not any meetings were held between the time of this last record of proceedings and the preceding one?—A. I do not.

Q. Is there any blank space left here?—A. There is a blank space of several leaves.

Q. When did you write last in this book?—A. I think it was the 31st of March; it was the day after the meeting of the board, I know.

Q. Then your knowledge of these minutes is derived solely from slips of paper furnished by the secretary, Mr. Cole, or whom?—A. I think that the original minutes were handed to me by the secretary of the board of trustees; it was the only time I ever made the entries.

Q. And from that rough draught you made the entry?—A. Yes, sir.

By Mr. KETCHUM:

Q. You arranged to give \$10,000 to each of three institutions, when you had but \$23,000 on hand to divide?—A. Yes, sir.

Q. Did General Howard undertake to supply any deficiency of the cash then on hand?—A. Not to my knowledge.

Q. Did he supply any deficiency?—A. Not that I know of.

Q. Explain, if you please, who received that \$3,000, and from whom was it received.—A. The books of the fund do not show the receipt of \$3,000; the assets of this fund, as explained in this account current, consist entirely of money received from the rental and sales of land.

Q. Is there a receipt for \$3,000 which appears anywhere as having been received by anybody?—A. I do not know whether it appears anywhere; it does not appear on the books.

Q. Did it then appear to be \$3,000 due General Howard?—A. According to this resolution of the board of trustees, yes, sir; I know nothing beyond the resolution itself.

Q. Have you stated that it should be taken up as received, but was not taken up as received?—A. I said at the time —

Q. At what time?—A. When we were settling the fund, in April, 1869; I said to General Howard then that if he took it up on one side, he must take it up on the other; I told him the assets of the fund did not include any sums received on bills payable or bills receivable, but from sales and rentals.

Q. What did he answer?—A. I do not recollect the conversation we had; I simply made that remark at the time in reference to the voucher.

Q. Did it appear that General Howard owed \$3,000 to the fund?—A. No, sir.

Q. Then how came the books to fail to balance by the amount of this \$3,000?—A. Because there were assets of the fund that were paid over to him, the proceeds of the sale of two United States bonds, and the balance cash.

Q. Why did he give the notes which he did afterward give?—A. To replace this money in the fund.

Q. What is this odd \$91 and some cents for?—A. The amount of credit to General Howard was \$3,030, principal and interest; the other was a balance of \$333 transferred to him, which, with the other, makes the three thousand and ninety and odd dollars; there was another little error of \$2 in the calculation also, reducing the sum to \$3,891 instead of \$3,893, as it otherwise would have been.

Q. Do you know of the use of any money to pay this appropriation of \$10,000 to each of these three schools before the \$23,000 was increased to the amount of \$30,000?—A. I do not think that I quite understand your question.

Q. Do you know of the payment of \$10,000 before the time that your fund of \$23,000 had been increased so as to be \$30,000?—A. I do not know anything about that. There was about \$24,000 transferred.

Q. Do you know whether this deficiency, or difficulty, or discrepancy, or whatever it was, occurred from the fact that your appropriations to these three institutions were for \$10,000 each, when you had not \$30,000 on hand?—A. I do not know.

Q. Do you know that it was not?—A. No, sir; all I know is from the records, and is on these papers.

Q. Now, in reference to this sand on lot 1054; do you know anything—any report which Mr. Perkins made of the quantity on hand when he left?

Mr. WOOD. I believe I have asked no questions about sand this morning.

Mr. KETCHUM. Mr. Chairman, I have discovered a report on file since Mr. Clarke arrived, and have learned that Mr. Clarke can furnish the committee with new information on that subject.

The CHAIRMAN. I think it was the understanding that if any witness knew of any

facts in connection with the case, they might be brought in at any time, in order that the witness might not be detained.

After a little further discussion Mr. Wood withdrew his objection.

A. Mr. Perkins made a report of the amount of material on hand for the building at square 1054, after the building at 1054 had been completed; in that report he states the amount of sand on hand to be 6,000 bushels; that was turned over to his successor in charge of the work there.

Q. Do you know of the use by the bureau of any part of that sand?—A. I know from the report, that 3,000 bushels were used and expended under the direction of the agent of the bureau.

Q. Then that reduces the amount to 3,000 bushels?—A. Yes, sir.

Q. Was there at any time any difficulty between any officer of the bureau and Mr. Fahey, with respect to his performance of any duty or service which he had engaged to perform?—A. Yes, sir; there was a decided difficulty.

Q. When was he employed?—A. If my recollection serves me, he was employed in 1865, when I first came on duty as a roofer to repair some roofs at a number of barracks; he agreed to keep the roofs in repair a year; but the work was very illy done, and in a month or two the roofs began to leak again.

Mr. WOOD objected to this line of evidence.

Mr. KETCHUM. I only wish to show why he was discharged.

Mr. HOAR. I think that these little difficulties are not matters of sufficient importance to detain the committee with them.

By Mr. WOOD:

Q. You say there were 6,000 bushels of sand left?—A. Yes, sir.

Q. And 3,000 of that was subsequently used by the bureau?—A. Yes, sir.

Q. Where?—A. For tenements of the bureau and for general purposes.

Q. And 3,000 therefore remained; what was done with that?—A. I cannot testify of my own knowledge; I was informed that it was sold.

Q. Do you know whether it was sold or not?—A. No, sir.

Q. Do you know, from examination of the accounts, whether or not any money was derived from the sale of this surplus sand?—A. I do not know; I do not recollect seeing anything about it on the books.

Q. Upon what books would it be?—A. On the books of the disbursing officer intrusted with the management of the property.

Q. Do you know anything about the quality of the sand that Mr. Fahey delivered?—

A. Well, I think it was generally fair sand.

Q. Was it or not the best quality of sand?—A. I cannot testify as to that.

Q. What kind of sand was it that was brought there after he was discharged?—A. I saw none of the sand delivered there. Mr. Fahey never was discharged, however.

Q. Was not his contract taken away?—A. He never had a contract; there was a written contract with Gleason for hauling sand. I know that the sand delivered by Fahey was superior to that delivered by Gleason; it was river sand—sharp sand, as the plasterers call it; Gleason's was not.

Q. Where did Gleason's sand come from?—A. From the grounds of the Building Block Company.

Q. Had General Howard any interest in that company?

Mr. HOAR objected to the question. After some further discussion the question was changed.

Mr. WOOD. I will ask whether, in your conversations and dealings with the assistant commissioner, General Charles Howard, you had no opportunity of knowing, or any reason to know, that General O. O. Howard —

Mr. HOAR objected, and simultaneously the witness answered:

A. I had no reason to know it.

By Mr. PERCE:

Q. In relation to the resolution placed upon your accounts as a voucher, does the validity of that rely upon the form of the voucher or the illegality of the transaction?—A. Well, the voucher itself was invalid; it was not a valid voucher, in my opinion.

Q. In form or in transaction?—A. In itself, the voucher was not sufficient.

Q. What I want to get at is this, whether the objection was to the illegal transaction to which the voucher referred?—A. The invalidity of the voucher was the only question with me, sir.

By Mr. TOWNSEND:

Q. You said there was some difference between the bank-books and the Barry Farm fund?—A. Yes.

Q. What was the amount of that difference?—A. There were several entries, amounting in all to \$200, which the bank had omitted from their ledger credit.

Q. They gave credit afterward?—A. Yes, sir; as soon as I called their attention to it.

Q. Was the receipt for \$10,000, dated November 9, 1868, for the sum alluded to at the meeting previous?—A. I do not quite understand your question.

Q. I am speaking of the receipt for \$10,000 from the North Carolina institution.—A. That receipt was for \$5,461 91.

Q. The receipt for \$10,000 in bonds is the same sum alluded to at the previous meeting?—A. Yes, sir.

Q. You said there was no entry of the \$3,000 borrowed from General Howard from the Barry Farm fund?—A. No, sir; the cash account was not charged with it, and not credited when the note was paid.

Q. The note was repaid to him without going on the books?—A. Yes, sir.

By Mr. BRADLEY:

Q. The validity of that voucher was questioned?—A. Yes, sir; I questioned it myself.

Q. I believe you did state why you questioned the validity of it.—A. Yes, sir; the voucher shows on its face that it is a voucher for a loan by receipt; a voucher for a loan would imply that the fund had been increased by the amount of that loan. It simply came to me as a resolution of the board of trustees.

Q. Is there anything to show how this money, mentioned in this receipt for \$5,461 91, was disbursed?—A. Nothing in this book.

By Mr. TOWNSEND:

Q. Here are two receipts: one for \$10,000, November 9, 1868, and one of October 9, 1868; is one of these included in the other?—A. No, sir.

Q. Are they for separate and distinct payments?—A. Yes, sir.

Mr. KETCHUM. Before this session of the committee closes, allow me to enter an objection to that part of the the testimony which Mr. Wood called for, which was hearsay in respect of the witness hearing it said by some one at the bank that some fund had been verbally transferred. I have no desire to hinder anything in this investigation; I only desire that it shall be legally conducted.

By Mr. WOOD:

Q. What was the name of this assistant actuary who told you this?—A. I do not know of any such officer as assistant actuary. Mr. Stickney is the one who had charge of the books.

Q. Is he there now?—A. Yes, sir.

Q. Have you produced the checks that you were asked to bring?—A. I have been unable to find them.

Q. Where did you go?—A. To the records of this fund at the bureau; but they are not there. I had them in my possession at one time during the settlement of this account, but have not seen them since.

By the CHAIRMAN:

Q. What is this book to which you have been referring—a book giving an account of the expenditures, or simply a record of the proceedings of the board?—A. Simply a record of the proceedings of the board.

Q. (At the suggestion of Mr. WOOD.) You say that you had a conversation yesterday with General Howard; did he make any suggestion or recommendation as to the character of the testimony you should give before this committee?—A. He did not, sir; he never has done so.

The following are reports, accounts, &c., referred to by the witness in the course of his testimony:

“BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
“HEADQUARTERS ASSISTANT COMMISSIONER DISTRICT OF COLUMBIA,
“Washington, December 29, 1866.

“COLONEL: I have the honor to submit, after a thorough investigation, the following report on the matters referred to in the accompanying papers:

“Three complaints are made: First. That unnecessary severity has been exercised in the execution of the order requiring all unemployed freed people to leave Freedmen's Village, and that the intent of the order has been violated; Second. That the people in the “Home” suffer from a lack of sufficient heating accommodations; Third. That the rations issued to the dependents are insufficient in quantity.

“After a patient examination of numerous parties who have been required to move from the village, it is my opinion that more care should have been used in the execution of the order; that its requirements were not sufficiently explained to the people, and that more of them might have been induced by proper management to accept situations offered them through the agents of this bureau. In two or three instances persons were required to leave who claim to have been at work at the time. Several

families that owned houses on the Arlington farm outside the village were compelled to pull them down and move them elsewhere, but as they did not leave the immediate neighborhood no good resulted, but instead loss and damage to them, inasmuch as they are now compelled to pay an exorbitant ground rent besides the expense and trouble of moving their houses. William Conway, one of these parties, asserts that Lieutenant Bergeven called his mother-in-law "a damn fool," because she asked him where they should go if they pulled down their house. I have not had an opportunity to communicate with that officer since this assertion was made and can only introduce it as a statement neither denied nor confirmed. In one case a colored woman whose husband was absent was ejected from her house and compelled, she says, to remain out doors until morning. In no other instance does unnecessary severity seem to have been used, and I cannot learn that any suffering has been caused by the execution of the order. The difficulties attending it have been very great, and I believe that the complaints are more in consequence of these than the result of unusual severity on the part of the superintendent.

"The complaint of insufficient heating accommodations at the 'Home' is not without foundation. There are 231 dependent people, 98 of them have 18 stoves, 17 one stove, 22 one stove, 51 five stoves, and 43 two stoves and two drums, these latter being supposed to warm two large rooms in the upper story of one building. Almost every one of these stoves is broken and worthless. At the time of my visit the people were huddling over the fires, and none of the rooms were comfortably warm. A requisition for 10 new stoves was made to-day.

"I do not think the complaint of insufficiency of the rations is just, the rations in the 'Home' being the same as those issued to hospitals. The hospital diet table is followed in cooking as nearly as practicable. I observed a general lack of necessary supervision and cleanliness in the 'Home,' in fact, the people seemed to receive very little attention.

"In my opinion the comfort of the people would be much increased by the general repair and alteration of the buildings, most of which, being designed for other purposes, are not adapted to their present use.

"In conclusion it is respectfully recommended: First. That Captain Lawrence be requested to examine the cases of those people who have been required to move from the village, and, if the circumstances show that they can earn an honest livelihood while living there, that he be authorized to allow them to reoccupy houses; but no further modification of the order is deemed advisable. Second. That he be instructed to improve the apparatus in the 'Home,' making it sufficient for the comfort of the inmates. Third. That a good carpenter be employed under his direction to make such repairs and alterations of the buildings as are necessary. And fourth. That measures be taken to secure a better performance of the matron's duties, that being regarded as absolutely necessary to the comfort and well being of the people.

"Very respectfully, your obedient servant,

"S. N. CLARK,

Brevet Captain and Acting Assistant Inspector General.

Official:

J. A. SLADEN, *Aide-de-Camp.*

Brevet Lieutenant Colonel W. W. ROGERS,

Act'g Assis't Adj't Gen. Bureau Refugees, Freedmen and Abandoned Lands.

BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
HEADQUARTERS ASSISTANT COMMISSIONER, D. C.,
Washington, January 23, 1867.

Report of board of inquiry, convened in accordance with Special Orders No. 5, paragraph 1, dated Headquarters Assistant Commissioner, D. C., Bureau Refugees, Freedmen and Abandoned Lands, Washington, January 16, 1867; amended by Special Orders No. 6, paragraph 3, dated Headquarters Assistant Commissioner, D. C., Bureau Refugees, Freedmen and Abandoned Lands, Washington, January 17, 1867; copies appended marked A. and B.

Board met at Freedmen's Village, Virginia, January 18, 1867, at noon. Present, Brevet Captain S. N. Clark, acting assistant inspector general; Second Lieutenant P. P. Bergeven, veteran reserve corps; Dr. H. N. Howard, acting assistant surgeon United States Army.

The returns of medical and hospital property pertaining to Abbott Hospital, having been submitted by the surgeon in charge, were examined. The hospital was visited and inspected.

Board adjourned to meet at Washington, January 19, 1867, at 2 o'clock p. m.

JANUARY 19, 1867.

Board met pursuant to adjournment. All the members present.

A further examination of the returns and vouchers of medical and hospital property pertaining to Abbott Hospital was made; also an examination of the abstracts of returns and issues of rations and account of hospital fund, together with a transcript from the vouchers pertaining to the same, furnished by Brevet Major W. F. Johnson, commissary of subsistence. Explanations and statements were made by Acting Assistant Surgeon M. Stovel, in charge, and Acting Hospital Steward McIlvain, of Abbott Hospital.

Board adjourned to meet in Washington January 21, 1867, at noon.

JANUARY 21, 1867.

Board met pursuant to adjournment. All the members present.

Further examination of papers and documents pertaining to Abbott Hospital was made, and further explanations offered by Acting Assistant Surgeon M. Stovel; also statement relating to disposition of medical and hospital stores pertaining to said hospital, by Surgeon R. Reyburn, United States volunteers, and examination of the day-book of Messrs. Duckett & Burke, containing their account with Abbott Hospital.

Board adjourned to meet in Washington January 22, 1867, at noon.

JANUARY 22, 1867.

Board met pursuant to adjournment. Members all present.

Board adjourned to afford time to procure further information pertaining to the management of affairs at Abbott Hospital from the superintendent of Freedmen's Village and Acting Assistant Surgeon M. Stovel—to meet in Washington January 23, 1867, at 5 o'clock p. m.

JANUARY 23, 1867.

Board met pursuant to adjournment. All the members present.

An official statement relating to the drawing of rations for Abbott Hospital and dependents connected therewith by the surgeon in charge, from July 1, 1866, to December 1, 1866, was received from Captain A. A. Lawrence, superintendent of Freedmen's Village, Virginia. A verbal statement relative to the drawing of rations at Abbott Hospital was made by Surgeon R. Reyburn, United States volunteers. From the returns and vouchers examined, the official written statements and books submitted, and verbal explanations and statements made as before mentioned, the board finds 1. That the semi-annual returns of medical and hospital stores pertaining to Abbott Hospital, due June 30, 1866, and December 31, 1866, have not been made. 2. The receipts and expenditures of medicines and medical supplies at Abbott Hospital, from May 1, 1866, to December 31, 1866, were excessively large for the number of patients reported sick. 3. The surgeon in charge reported to the board that the hospital property, specified in inclosure marked "C," was burned as infected, between April 30, 1866, and June 30, 1866, and produces "bed-tickets" from Kalorama Hospital to show that forty cases of variola and varioloid were transferred from Abbott Hospital to that place, but the monthly reports of sick and wounded at Abbott Hospital during the same time show no cases of infectious disease. 4. That an account was opened between Freedmen's Village, Abbott Hospital, and Messrs. Duckett & Burke, of Washington, August 11, 1866; that, according to said account, medicines, amounting in value to \$35 73, were transferred from said hospital to said firm, and that medicines, amounting in value to \$56 72, were transferred by said firm to said hospital, leaving a balance of \$20 99 due said firm from said hospital at date of this report; that this exchange was made on account of verbal permission received by the surgeon in charge of said hospital from Surgeon R. Reyburn, surgeon-in-chief of the District, to exchange medicines received from the medical purveyor on hand, not needed for the hospital, for medicines not found in the medical supply table of this bureau, but needed by the hospital, while the surgeon-in-chief of the District states that the permission given was intended to apply to the exchange of not more than two or three articles and to a limited amount.

Board adjourned to meet in Washington January 24, 1867, at noon.

JANUARY 24, 1867.

Board met pursuant to adjournment. All the members present.

From further examination the board finds:

1. No account of the hospital fund pertaining to Abbott Hospital kept by surgeon in charge.

2. The balance due Abbott Hospital on account of hospital fund, as shown by the "abstract of issues," was June 30, 1866, \$1,350 54; the value of rations accruing to said hospital from June 30, 1866, to December 31, 1866, was \$3,163 53; total hospital credit, \$9,519 07; amount of issues during same period, \$6,255.

Amount of purchases from subsistence department.....	\$329 95
Amount of purchases from private parties.....	2,381 36

Total amount of purchases.....	<u>2,711 31</u>
--------------------------------	-----------------

Amount due hospital December 31, 1866.....	\$552 76
Less error in calculating.....	2 23
Total.....	<u>550 53</u>

The above does not include purchases from private parties during the month of December, 1866, which are estimated by the surgeon in charge to amount to \$390, leaving a true balance due hospital December 31, 1866, of \$160 53, showing a decrease of the hospital fund during the period named of \$1,190 01.

3. That one cause of the decrease appears to be the fact that while an average of 233 rations daily was drawn, from which the hospital fund accrued, the average of patients sick, according to monthly reports of sick and wounded, was about 122, so that on about 111 rations issued daily to dependents not sick there was little or no saving; that another cause was the reduction of the value of the ration September 1, 1866, from 27½ cents to 17 cents.

4. That, in proportion to the number of persons reported sick, the purchases from the hospital fund, as reported, are excessively large; for instance, during the months of July and August, 1866, 930 quarts of milk are charged, being 15 quarts per day; in September, 1866, 360 quarts of milk are charged, being 12 quarts per day; in October, 1866, 472 quarts, being more than 15 quarts per day; in November and December, 1866, 423 quarts, being about 7 quarts per day. From September 1, 1866, to December 31, 1866, the milk purchased was the product of a single cow, purchased from a Mr. Nash, paid for by the surgeon in charge, but said to belong to one J. F. Lucas, and kept at or near the hospital. January 17, 1867, the cow, having ceased to give milk, was driven away. While this large amount was charged and paid for, the surgeon in charge states that the largest quantity of milk received and issued daily, in any month, was twelve quarts; and the acting hospital steward gives as his statement that no more than eight quarts were ever received after August 22, 1866. From September 1, 1866, to December 31, 1866, nine barrels of ale are charged to the hospital fund. The acting hospital steward states that during the same period not more than three or four half-barrels of ale were received at the hospital. The surgeon in charge gives as his opinion that three or four barrels of ale were received at the hospital during the same time. Twelve pairs of chickens were charged against the hospital fund in December, 1866. The acting hospital steward states none were received.

5. That, according to the statement of the superintendent of Freedmen's Village, hereto appended and marked "D," more rations have been drawn for sick and dependents than the actual number of said sick and dependents present.

Many other discrepancies and excessive charges appear which the board deems it unnecessary to specify.

The board further finds that all the books, papers, and accounts of Abbott Hospital have been kept in a very imperfect and irregular manner.

All of which is respectfully submitted by the board.

S. N. CLARK,
Brevet Captain and Acting Inspector General.
 P. P. BUGWIN,
Lieutenant and Assistant Superintendent, &c.
 A. N. HOWARD,
Acting Assistant Surgeon United States Army.

A true copy:

J. A. SLADEN,
Aide-de-Camp, Acting Assistant Adjutant General.

BUREAU REFUGEES FREEDMEN AND ABANDONED LANDS,
 HEADQUARTERS ASSISTANT COMMISSIONER, D. C.,
 Washington, February 11, 1867.

GENERAL: In accordance with Special Orders No. 13 from your bureau, herewith attached, we, the undersigned, having been appointed a committee, have the honor to report that, after a thorough investigation of the matter in question, they have arrived at the following conclusions:

1. That the circular signed by Byron Sunderland, D. D., J. George Butler, and Dr. B. F. Morris was prompted by motives of Christian benevolence and a high sense of duty to suffering humanity.

2. That General Samuel Thomas, acting temporarily assistant commissioner, believing that the circular referred exclusively to Freedmen's Village, which is under the care of the bureau, ordered an inspection in order to vindicate the bureau, if necessary, or to correct evil, if any should be found to exist.

3. That Captain S. N. Clark, on making his report of the inspection, stated correctly

such facts as he found, but cast an injurious reflection upon the signers of the circular, implying a false statement of the number and condition of the freed people on their part, whereas the circular had reference to all then living upon Arlington Heights, and his inspection was confined to the village.

The committee are of opinion, therefore, that the differences occasioning this investigation arose mainly from a misapprehension on the part of General Thomas of the intent of the circular. They further believe that the same would have been avoided by a mutual conference, omitted through inadvertance prior to the issue of the circular, between the parties.

Respectfully, your obedient servant,

C. H. HOWARD,
Brevet Brigadier General.
 D. REES.
 JUDSON S. BROWN.

Major General O. O. HOWARD,
Commissioner Bureau Refugees, Freedmen and Abandoned Lands.

Official:

S. N. CLARK,
Acting Assistant Adjutant General.

A true copy:

J. A. SLADEN,
Aide-de-Camp.

VOUCHER No. 1.

BARRY FARM FUND, To LEVY COURT OF WASHINGTON COUNTY, D. C. DR.
 December 20, 1867.—For annual tax (levy of 1867) on Barry Farm property... \$358 12

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Barry Farm Fund.

O. O. HOWARD, *Treasurer Board of Trustees Barry Farm Fund,*
 To the LEVY COURT OF WASHINGTON COUNTY, D. C., for tax of 1867. DR.

Aeres of land.	Valuation.	Personal property.	Improve-ments.	Whole val-uation.	Rate of tax at—cents on \$1.	Amount due for taxes.
374	\$46,750 00	.....	\$1,000 00	\$47,750 00	35	\$16 13
			School		25	119 37
			Police		15	71 62
						<u>358 12</u>

Received payment.

JAMES PILLING,
Collector.

VOUCHER No. 2.

BARRY FARM FUND DR.
 To C. H. HOWARD, *Agent,*
 January 31, 1868.—For services as agent board of trustees Barry Farm fund,
 January 1, 1868, to January 31, 1868, inclusive..... \$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., this 31st day of January, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 3.

BARRY FARM FUND

	To C. H. HOWARD, <i>Agent,</i>	DR.
February 29, 1868.—For services as agent board of trustees Barry Farm fund,		
February 1 to 29, 1868, inclusive		\$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., 29th February, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 4.

BARRY FARM FUND

	To C. H. HOWARD, <i>Agent,</i>	DR.
March 31, 1868.—For services as agent board of trustees Barry Farm fund,		
March 1 to 31, 1868, inclusive		\$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., March 31, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 5.

BARRY FARM FUND

	To C. H. HOWARD, <i>Agent,</i>	DR.
April 30, 1868.—For services as agent board of trustees Barry Farm fund, April		
1 to 30, 1868, inclusive		\$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., April 30, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 6.

875 00.

WASHINGTON, D. C., May 1, 1868.

Received of Major General O. O. Howard, treasurer board of trustees Barry Farm fund, the sum of seventy-five dollars, the same to be charged against me on my account with said trustees for the purchase of lot No. 7, section 8, Barry Farm, my contract for which was executed the 11th day of October, 1867, said contract to remain in

full force and virtue, except as modified by the above payment to me, which is to be deducted from amount already paid.

WM. J. TOLSON.

Witness:

S. N. CLARK,
Acting Assistant Surveyor General.

I certify on honor that the above is a true copy of the original, filed herewith.

S. N. CLARK,
Special Agent.

VOUCHER No. 7.

BARRY FARM FUND

To C. H. HOWARD, *Agent,*

DR.

May 31, 1868.—For services as agent board of trustees Barry Farm fund, May
1 to 31, 1868, inclusive \$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., May 31, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 8.

EDUCATIONAL FUND

To A. S. PRATT, *Agent,*

DR.

For fire insurance premiums:
June 1, 1868.—Phoenix, policy 1025, \$4,750, at 2 per cent., and stamp \$95 50
1, 1868.—Yonkers and New York, policy 1063, \$4,750, at 2 per cent., and
stamp 95 50
3, 1868.—Union, (Baltimore,) policy 3863, \$4,750, at 2 per cent., and stamp. 95 50
286 50

I certify on honor that the above account is correct.

O. O. HOWARD,
Treasurer Educational Funds.

Received, at Washington, D. C., June 10, 1868, of O. O. Howard, treasurer educational fund, the sum of two hundred eighty-six dollars and fifty cents, in full of above account.

A. S. PRATT,
Agent of above-named Fire Insurance Companies.

VOUCHER No. 9.

BARRY FARM FUND

To C. H. HOWARD, *Agent,*

DR.

June 30, 1868.—For services as agent board of trustees Barry Farm fund, June
1 to 30, 1868, inclusive \$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., June 30, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 10.

EDUCATIONAL FUND

To A. S. PRATT, *Agent*,

Dr.

For fire insurance premiums, viz :		
July —, 1868.—Phœnix, policy 1039, \$4,750, at 2 per cent., and stamp, 50 cents.	\$95	50
17, 1868.—Atlantic, policy 1330, \$2,375, at 2 per cent.	47	50
16, 1868.—Monumental, policy 1666, \$2,375, at 2 per cent., and stamp, 25 cents	47	75
17, 1868.—American, policy 1409, \$4,750, at 2 per cent., and stamp, 50 cents.	95	50
18, 1868.—Franklin, policy 959, \$4,750, at 2 per cent., and stamp, 50 cents.	95	50
18, 1868.—Hartford, policy 272, \$2,375, at 2 per cent., and stamp, 25 cents.	47	50
18, 1868.—Potomac, policy 902, \$2,375, at 2 per cent., and stamp, 50 cents.	48	00
20, 1868.—Maryland, policy 10076, \$2,375, at 2 per cent., and stamp, 25 cents	47	75
20, 1868.—Union, policy 4332, \$2,375, at 2 per cent., and stamp, 25 cents. . .	47	75
Total	573	00

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., July 31, 1868, of O. O. Howard, treasurer educational fund, the sum of five hundred and seventy-three dollars, in full of the above account.

A. S. PRATT,
Agent above-named Insurance Companies.

VOUCHER No. 11.

BARRY FARM FUND

To C. H. HOWARD,

Dr.

July 31, 1868.—For services as agent board of trustees Barry Farm fund, July 1 to 31, 1868, inclusive.....	\$83	33
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I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., July 31, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 12.

EDUCATIONAL FUND

To A. S. PRATT, *Agent*,

Dr.

For fire insurance premiums, viz :		
July 30, 1868.—Firemen's Company, policy 127737, \$4,750, at 2 per cent., and stamp, 50 cents.....	\$95	50
30, 1868.—Greenwich, policy 54564, \$4,750, at 2 per cent.	95	00
Aug. —, —.—Phœnix, policy 1044, \$4,750, at 2 per cent., and stamp, 50 cents. .	95	50
Total	286	00

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., August 3, 1868, of O. O. Howard, treasurer educational fund, the sum of two hundred and eighty-six dollars, in full of the above account.

A. S. PRATT,
Agent of above-named Fire Insurance Companies.

HOWARD INVESTIGATION.

VOUCHER No. 13.

BARRY FARM FUND

To C. H. HOWARD, *Agent*, DR.
 August 31, 1863.—For services as agent board of trustees Barry Farm fund,
 August 1 to 31, 1863, inclusive \$83 33

I certify that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., August 31, 1863, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 14.

EDUCATIONAL FUND

To C. H. BLISS, *City Surveyor*, DR.
 September, 1863.—For services as surveyor in laying out and dividing portion of
 square 1,025 Washington, D. C \$8 50

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., September 30, 1863, of O. O. Howard, treasurer educational fund, the sum of eight dollars and fifty cents, in full of the above account.

CHAS. H. BLISS,
City Surveyor of Washington.

VOUCHER No. 15.

BARRY FARM FUND

To C. H. HOWARD, *Agent*, DR.
 September 30, 1863.—For services as agent board of trustees Barry Farm fund,
 September 1 to 30, 1863, inclusive \$83 33

I certify on honor that the above account is correct and just, and that the service were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., September 30, 1863, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 16.

EDUCATIONAL FUND

To _____, DR.
 October 2, 1863.—For expense incurred in getting stamps for deeds and getting
 same recorded \$13 50

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., October 2, 1863, of O. O. Howard, treasurer educational fund, the sum of thirteen dollars and fifty cents, in full of above account.

H. D. BEARN.

VOUCHER No. 17.

EDUCATIONAL FUND

To H. D. BEARN,

Dr.

October 7, 1868.—For expense incurred by him in getting deeds of Barry farm property recorded..... \$3 00

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Educational Funds.

Received, at Washington, D. C., October 7, 1868, of O. O. Howard, treasurer educational fund, the sum of three dollars, in full of the above account.

H. D. BEARN.

VOUCHER No. 18.

BARRY FARM FUND

To C. H. HOWARD, *Agent,*

Dr.

October 31, 1868.—For services as agent board of trustees Barry Farm fund, October 1 to 31, 1868, inclusive..... \$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., October 31, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 19.

ST. AUGUSTINE NORMAL AND COLLEGIATE INSTITUTE,
Raleigh, North Carolina, October 9, 1868.

Received of Major General O. O. Howard, treasurer educational fund, the sum of eight thousand four hundred and sixty-one dollars and seventy-five cents, (\$8,461 75,) by deed of portion of square 1025, Washington, D. C., duly stamped and recorded in the register's office of the city of Washington, D. C.

R. S. MASON,
President.

KEMP P. BATTLE,
Secretary and Treasurer.

VOUCHER No. 20.

Received, at the office of Richmond (Virginia) Educational Association, this 9th day of November, 1868, of Major General O. O. Howard, Commissioner of Bureau of Refugees, Freedmen and Abandoned Lands, and treasurer of educational funds, the sum of ten thousand dollars in bonds, secured by realty, the same to be applied to the education of refugees and freedmen.

ANDREW WASHBURN,
President.

R. M. MANLY,
Secretary.

SAMUEL RUTH,
Treasurer Richmond Educational Association.

VOUCHER No. 21.

Received at Richmond, Virginia, this 16th day of November, 1868, of Major General O. O. Howard, Commissioner of Bureau of Refugees, Freedmen and Abandoned Lands,

HOWARD INVESTIGATION.

and treasurer of the educational fund, the sum of three hundred dollars and ——— cents, in United States securities, the same to be applied to the education of refugees and freedmen.

ANDREW WASHBURN,
President.

R. M. MANLY,
Secretary.
[INCORPORATE SEAL.]

SAMUEL RUTH,
Treasurer Richmond Educational Association.

VOUCHER No. 22.

Voucher for the educational fund.

Received, at Washington, D. C., this twenty-eighth day of November, 1868, of Major General O. O. Howard, Commissioner of Bureau of Refugees, Freedmen and Abandoned Lands, and treasurer of the educational fund, the sum of three thousand and seventy-seven dollars and fifty cents, in personal note of O. O. Howard, and interest, the same to be applied to the education of refugees and freedmen.

—————, *President.*
E. W. ROBINSON,
Secretary Howard University.
GEO. W. BALLOCH,
Treasurer Howard University.

[INCORPORATE SEAL.]

VOUCHER No. 23.

Voucher for the educational fund.

Received, at Washington, D. C., this twenty-eighth day of November, 1868, of Major General O. O. Howard, Commissioner of Bureau of Refugees, Freedmen and Abandoned Lands, and treasurer of the educational fund, the sum of three thousand dollars and ——— cents, in note of J. R. Elvans and personal check of O. O. Howard, the same to be applied to the education of refugees and freedmen.

—————, *President.*
E. W. ROBINSON,
Secretary Howard University.
GEO. W. BALLOCH,
Treasurer Howard University.

[INCORPORATE SEAL.]

Balance Elvans's note.....	\$2,355 64
General Howard's check.....	644 36
	3,000 00

A true copy:

S. N. CLARK,
Special Agent Bureau Refugees, Freedmen and Abandoned Lands.

VOUCHER No. 24.

BARRY FARM FUND

To C. H. HOWARD, *Agent,* Dr.

November 30, 1868.—For services as agent board of trustees Barry Farm fund,
November 1 to 30, 1868, inclusive..... \$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., November 30, 1868, of O. O. Howard, treasurer Barry Farm fund, eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 25.

BARRY FARM FUND

To C. H. HOWARD, *Agent*, Dr.
 December 31, 1868.—For services as agent board of trustees Barry Farm fund,
 December 1 to 31, 1868, inclusive..... \$83 33

I certify on honor that the above account is correct and just, and that the services were rendered as above stated.

O. O. HOWARD,
Treasurer Barry Farm Fund.

Received, at Washington, D. C., December 31, 1868, of O. O. Howard, treasurer Barry Farm fund, the sum of eighty-three dollars and thirty-three cents, in full of the above account.

C. H. HOWARD,
Agent for Trustees.

VOUCHER No. 26.

\$100.

WASHINGTON, D. C., *December 12, 1868.*

Received of O. O. Howard, treasurer Barry Farm fund, the sum of one hundred dollars, which I agree to refund by paying the same on my contract with the trustees of said fund for lot 29, section 2; said contract is numbered one hundred and seventeen, (117,) and was executed September 3, 1867.

DENNIS + STOTT.
his mark.

Witness:

LUTHER E. SLEIGH.

Dennis Stott is an old man; he had failed to pay regularly, as required by the terms of his contract, and legal proceedings had been instituted against him. To avoid all appearance of unnecessary hardship in his case, and in order that he might comply with the letter of his agreement, the above amount was loaned him. He paid the money over to the agent of the fund December 26, 1868, less three dollars and seventy-five cents, cost in the suit above referred to.

O. O. HOWARD,
Treasurer Barry Farm Fund.

WASHINGTON, *December 31, 1868.*

VOUCHER No. 27.

\$280.

WASHINGTON, D. C., *January 18, 1869.*

Received of Brevet Major General O. O. Howard, treasurer Barry Farm fund, the sum of two hundred and eighty dollars, the same to be deducted from amount paid by me on contract No. 305, for lots 14 and 47, section 8, Barry farm, executed the 3d day of July, 1868, the said contract to remain in full force and virtue, except as modified by above payment to me by the treasurer Barry Farm fund.

CHAS. C. DOUGLASS.

Witness:

GEORGE E. MARBLE.

VOUCHER No. 28.

EDUCATIONAL FUND

To A. S. PRATT, *Agent*, Dr.
 February 4, 1869.—For premium on policy American Fire Insurance Company,
 Baltimore, No. 1409, \$2,375, at 2 per cent., and stamp..... \$47 75
 For premium on policy Washington Fire Insurance Company,
 Baltimore, No. 4772, \$2,375, at 2 per cent., and stamp..... 47 75

95 50

HOWARD INVESTIGATION.

February 4, 1869.—Less amount of premium unearned on Phoenix Company's policy No. 1044, having six months to run, surrendered to company on their application..... \$47 75
 Total 47 75

I certify on honor that the above account is correct and just.
 O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., March 6, 1869, of O. O. Howard, treasurer educational fund, the sum of forty-seven dollars and seventy-five cents, in full of above account.

A. S. PRATT,
Agent Washington, American, and Phoenix Fire Insurance Companies.

VOUCHER No. 29.

WASHINGTON, D. C., March 3, 1869.

Received of O. O. Howard, treasurer educational fund, three thousand eight hundred and ninety-one dollars and thirty-four cents.

GEO. W. BALLOCH,
Treasurer Howard University.

[U. S. internal revenue stamp, two cents.]

SUPPLEMENTARY VOUCHERS.

EDUCATIONAL FUND

To S. N. CLARK, Dr.

December 10, 1868, to March 31, 1869.—For extra services as accountant while engaged in posting and correcting books and accounts pertaining to the educational fund, the same being performed in other than office hours, three months and twenty-one days, at sixty dollars per month..... \$222 00

I certify on honor that the above account is correct and just, that the services were rendered as above stated, and were necessary.

O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., April 12, 1869, of O. O. Howard, treasurer educational fund, the sum of two hundred and twenty-two dollars, in full of the above account.

S. N. CLARK.

EDUCATIONAL FUND

To A. S. PRATT, Agent, Dr.

April 1, 1869.—For premiums on insurance policy No. 82794, issued by Williamsburg City Fire Insurance Company; amount \$4,750, at 3 per cent \$142 50
 Less \$31 66, refunded by A. S. Pratt, being portion of premium earned on Phoenix policy No. 1039, surrendered to company on their application..... 31 66
 Total..... 110 84

I certify on honor that the above account is correct and just.
 O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., April 1, 1869, of O. O. Howard, treasurer educational fund, the sum of one hundred and ten dollars and eighty-four cents, in full of the above account.

A. S. PRATT,
Agent Williamsburg and Phoenix Fire Insurance Companies.

EDUCATIONAL FUND

	To NATIONAL LIFE INSURANCE COMPANY,	Dr.
April, 1869.—For premium on policy No. 4375, endowment payable in five years, on life of Thomas F. Fanning, benefit of educational fund		\$589 35
Less 30 per cent. on account commission.....		176 80
		412 55
		412 55

I certify on honor that the above account is correct and just.

O. O. HOWARD,
Treasurer Educational Fund.

Received, at Washington, D. C., April 15, 1869, of O. O. Howard, treasurer educational fund, the sum of four hundred and twelve dollars and fifty-five cents, in full of the above account.

WM. P. DUNWOODY,
For JAY COOKE & CO.,
General Southern Agents National Life Insurance Company.

Extract from minutes.

"WASHINGTON, D. C., March 31, 1869.

* * * * *

"Ordered. The treasurer is hereby directed to pay the premiums, and accept the joint notes of Geo. F. Marble and _____, payable monthly for said premiums. The first premium to be paid in advance; amount, \$412 55.

* * * * *

"JOHN R. ELVANS,
"Secretary."

I certify that the above is a correct extract from the proceedings board of trustees, Barry Farm fund, at a meeting held in Washington, March 30, 1869.

JOHN R. ELVANS,
Secretary.

EDUCATIONAL FUND

	To DAVID R. SMITH, J. P.,	Dr.
December 16, 1868.—For five landlord writs, at \$3 75.....		\$18 75
January 9, 1869.—For two restitution writs, at 75 cents.....		1 50
For two landlord writs, at \$3 75.....		7 50
For dispossessing two tenants, at \$6.....		12 00
		39 75
		39 75

I certify on honor that the above account is correct and just, that the services above stated and rendered were necessary.

O. O. HOWARD,
Treasurer Educational Funds.

Received, at Washington, D. C., April 6, 1869, of O. O. Howard, treasurer educational fund, the sum of thirty-nine dollars and seventy-five cents, in full of the above account.

DAVID R. SMITH,
Justice of the Peace.

Extract from minutes.

"WASHINGTON, D. C., March 30, 1869.

* * * * *

"Ordered, That O. O. Howard, treasurer Barry Farm fund, be hereby relieved of accounting further for the sum of one hundred (100) dollars paid by him to Dennis Stott on the 12th December, 1868; said Dennis Stott being a very old man and destitute

freedman, living on Barry farm, and the amount paid being necessary to relieve his distress, and prevent him becoming a permanent burden on public charity.

* * * * *
"JOHN R. ELVANS,
"Secretary."

I certify that the above is a correct extract from the proceedings of the board of trustees, Barry Farm fund, at a meeting held in Washington, D. C., March 30, 1869.

- JOHN R. ELVANS,
Secretary.

Receipt from new treasurer to his predecessor.

\$12,846 33.

Received, at Washington, D. C., the 16th of April, 1869, of Brevet Major General O. O. Howard, (late) treasurer educational fund for refugees and freedmen, the sum of twelve thousand eight hundred and forty-six dollars and thirty-three cents, for which I am accountable to board of trustees of said fund.

JOHN A. COLE,
Treasurer and Agent Educational Fund.

Description of above assets.

1. Life insurance policy No. 4375, National Life Insurance Company, for \$3,000, on life of Thomas Fanning, accepted at.....	\$2,218 14
2. Quartermasters' vouchers, (3 due,) one due the 30th April, and one the 31st May, \$166 66 $\frac{2}{3}$ each.....	833 30
3. Cash.....	9,794 89
	12,846 33

WASHINGTON, D. C., June 3, 1870.

GEORGE WHIPPLE sworn and examined.

By Mr. WOOD:

Question. State your residence and occupation.—Answer. My present residence is in the city of Brooklyn; my business relations are in the city of New York, as secretary of the American Missionary Association; I am a clergyman by profession.

Q. How long have you held that position?—A. Twenty-three years last November.

Q. Was it at the origin of the association that you became its secretary?—A. The association was formed in September previously, but I was its first secretary.

Q. You have been attached to it ever since its organization?—A. Yes, sir.

Q. For what purposes and objects was that association formed?—A. For missionary and educational purposes, and to supply those destitute of religious privileges in our own and other countries. That is not the exact phraseology.

Q. Have those objects been carried out by the association?—A. So far as I can answer, I believe they have been, fully and exclusively.

Q. Is it an incorporated institution?—A. Yes, by the State of New York.

Q. Have you a copy of the charter?—A. I have, (handing it to Mr. Wood.) That is a copy of the charter since 1862. The association was previously acting under the general incorporation laws of the State of New York.

Q. Does this constitute the whole act?—A. That is the whole act of incorporation.

Q. There is no subsequent act?—A. No, sir.

Q. And I understand that previous to the passage of this act of April 19, 1862, the association was acting under the general incorporation laws of the State?—A. Yes.

Q. This is the only charter or act that you have, under which you do business?—A. So far as the American Missionary Association, chartered in New York, is concerned, it is.

Q. I am asking you about the association in New York.—A. That is the only charter we have in the State of New York.

Mr. WOOD put in evidence the charter, as follows:

"AN ACT to incorporate the American Missionary Association. (Passed April 19, 1862.)

"The people of the State of New York, represented in senate and assembly, do enact as follows:

"SECTION 1. William E. Whiting, Thomas Ritter, Henry Belden, James O. Bennett, Anthony Lane, Thomas C. Fanning, Samuel Wilde, C. B. Wilder, John Lowry, Josiah

Brewer, William B. Brown, Alonzo S. Ball, Lewis Tappan, S. S. Jocelyn, and George Whipple, and others now acting as officers and members of the American Missionary Association, located in the city of New York, together with such others as may be hereafter associated with, or succeed, them, shall be and are hereby constituted a body corporate, by the name of 'The American Missionary Association,' for the purpose of conducting missionary and educational operations, and diffusing a knowledge of the Holy Scriptures in the United States and in other countries.

"SEC. 2. The said corporation shall possess the general powers, and be subjected to the provisions contained in the third title of chapter eighteen of the first part of the revised statutes, so far as the same are applicable, and have not been repealed or modified.

"SEC. 3. The management of the affairs and concerns of the said corporation shall be conducted by an executive committee, to be from time to time appointed or elected by the said association, and to consist of not less than twelve members, any five of whom shall constitute a quorum for the transaction of its business; and all persons now holding office in said association shall be like officers in said corporation, and with like functions until the next annual meeting of the association.

"SEC. 4. The said corporation shall have power to receive and disburse funds, and to purchase or take by donation, deed, devise, or bequest, any real or personal estate, given, granted, devised, or bequeathed to it for the purpose stated in section first, but it shall at no time hold property beyond the value of three hundred thousand dollars, and shall always have full power to grant, bargain, lease, or otherwise dispose of the same: *Provided*, That the proceeds from such grant, bargain, lease, or disposal shall never be in any manner directed to any other purpose than that for which the property was originally donated.

"SEC. 5. No inhabitant of this State who shall die leaving a wife, child, or parent, shall devise or bequeath to the aforesaid corporation created more than one-fourth of his or her estate, after the payment of his or her debts; but a devise or bequest by such inhabitant shall be valid to the extent of such one-fourth; in no case, however, shall any devise or bequest to such corporation be valid in any will made by any inhabitant of this State which shall not have been made at least two months before the death of the testator or testatrix.

"SEC. 6. This act shall take effect immediately."

Q. You were required in your subpoena to bring a certain statement of all sums received from the Freedmen's Bureau in aid of your association; have you got it?—A. I have got it, so far as I could have it prepared at New York; indeed, I have got it, I suppose, so far as I could supply it.

Q. You have all the books and papers in New York from which you could make the statement called for?—A. No, sir. (Witness refers to the subpoena, and reads, "A detailed statement of all sums of money received from the Freedmen's Bureau.") Yes, sir, on a more distinct interpretation of it, I suppose I have. What I meant by my first reply in the negative is this: the American Missionary Association has aided in establishing several institutions in the Southern States, which have separate acts of incorporation, and are now acting independently.

MR. WOOD. I have not asked you about that. You will shorten the examination very much if you confine yourself to the questions put.

WITNESS. I will endeavor to do so.

Q. I ask you whether you have brought the statement called for in your subpoena.—A. I have.

MR. WOOD. Please to present it.

WITNESS handed the statement to Mr. Wood, which is attached to his testimony.

Q. Did you make up this statement yourself?—A. No, sir; it was made up by our assistant treasurer, who keeps the books of the association.

Q. Do you present it here as a correct abstract from the books?—A. According to the best of my knowledge and belief.

Q. Made up under your supervision?—A. Yes, sir.

Q. Then of course you think it correct?—A. I believe it to be correct.

MR. WOOD. I see that the paper itself is not verified by the certificate of any officer of your association, but I suppose your testimony will do without that.

WITNESS. I did not know that it was requisite, or I should have had it done.

Q. Who is the president of your association?—A. I think Doctor Kirk, of Boston.

Q. Who is the treasurer of your association?—A. Edgar Ketchum, esq.

Q. This gentleman? (Indicating the counsel for General Howard.)—A. Yes, sir.

Q. I see at the bottom of this statement, written in lead-pencil, the words, "Not in above, Chicago for Mobile, \$20,000," and something else which I cannot make out. Read it, and explain what they refer to.—A. It is a note rather of inquiry to me by our assistant treasurer. The first inquiry, or the first memorandum, is, "Chicago for Mobile." I will explain that. The building in Mobile, which was the property of the bureau, and which is supposed to be worth \$20,000, was assigned over to the American Missionary Association for its educational work, with this condition: that it continue to

sustain a school in that building. (Witness reads from a memorandum of the deed, to the effect that the conveyance was made on the express condition that the building, or the proceeds of the rental or sale thereof, shall be perpetually devoted to educational purposes, and that pupils shall never be excluded therefrom on account of race or previous condition of servitude.) The property was estimated at \$20,000; and the inquiry of our assistant treasurer, who has charge of the books, was whether that should be entered in this statement. I replied, No; that it was not money received by the American Missionary Association; that it was property put into its hands in trust for certain purposes, and to revert to the government if those purposes are not carried out. I therefore advised them not to put it in.

Q. What is the amount carried out in that particular item?—A. Twenty thousand dollars.

Q. Then I understand you to say that that transfer of \$20,000 is irrespective and independent of the sums stated in this account?—A. Yes, sir.

Q. And it is the property, and not the money, that you received?—A. It is simply the building. Twenty thousand dollars is the supposed value of the building.

Q. And you hold that in trust to be used for the purposes and objects which you have stated?—A. Yes, sir.

Q. And to revert to the government in case those purposes are not carried out?—A. I suppose so.

Q. And it is stated in this way because it is property and not money?—A. Yes, sir; it is not supposed to be the *bona fide* legal property of the association, but rather property in trust.

Q. The association has the use of it for this particular purpose?—A. Yes, sir.

Q. Is there any limit as to the period for which the association shall hold it?—A. It is perpetual as long as it continues to be used for those purposes.

Q. The presumption is that the land was leased perpetually?—A. I can state the transaction a little more fully. The American Missionary Association, in the first place, made an investment there which local officers supposed would convey the whole to the association. When the papers were sent to the bureau, the bureau decided that they did not convey the whole property, and they required from the American Missionary Association a deed conveying the property to the bureau in its own right, leasing it for a certain length of time. Afterward, as we understood, by order of the Secretary of War, the bureau transferred the use of the property, *in perpetuo*, to the American Missionary Association.

Q. That is, *in perpetuo* so long as the association fulfilled the conditions?—A. Yes, sir.

Q. Is the association to keep the building in repair, or is it to keep it in repair at the expense of the bureau?—A. The association is supposed to keep it in repair.

Q. Who owns the land on which the building stands?—A. The American Missionary Association.

Q. That is its property?—A. That is its property.

Q. The next memorandum on this paper I cannot read; state what it is.—A. It is "Dunning—Atlanta." Dunning is the name of the treasurer of Atlanta University. The appropriation, as I understood, was, from the bureau, of \$10,000 from a specific fund to be given to incorporated institutions in the State of Georgia. This sum was given to that incorporation. Mr. Dunning was its treasurer. It passed through the hands of our assistant treasurer by his simply holding it a short time in trust for Mr. Dunning. The inquiry was, whether that should be entered here.

Q. You have an office at Chicago?—A. Yes.

Q. Who are the officers there?—A. The present district secretary located at Chicago is General Charles H. Howard.

Q. Brother to General O. O. Howard?—A. I believe so.

Q. Who is the other officer there?—A. The assistant treasurer is S. N. Clarke.

Q. Both gentlemen formerly connected with the Freedmen's Bureau here?—A. Yes.

Q. Do you know what salary Charles H. Howard receives from your association at Chicago?—A. Three thousand dollars, I think. That is my present impression.

Q. Does Mr. Clarke receive a salary?—A. I think his salary is \$1,500.

Q. Have you an association established at Little Rock, Arkansas?—A. No, sir; not a distinct association. We have a school, and, I think, a building there.

Q. Under whose charge is that building?—A. That is under the charge of the Chicago department.

Q. Has the Chicago department the control of any other schools in the State of Arkansas?—A. We have thirteen teachers in Arkansas, and they are all under the control of that department.

Q. Do you know what the building at Little Rock, Arkansas, cost your association?—A. No, sir. My impression is that that is one of the buildings which were transferred by order of the Secretary of War, in the manner I have stated.

Q. Do you know Mr. William L. Colby, agent of the bureau at Little Rock?—A. Not personally; I have corresponded with him, I think.

Q. As agent of the bureau?—A. I suppose so.

Q. Has your correspondence been official on both sides?—A. So far as I know it has been.

Q. You acting for the association and he acting for the bureau?—A. Yes, sir.

Q. Have you had any correspondence or negotiations with him as to the turning over to your association \$75,000 of the bureau funds held by him?—A. No, sir.

Q. Have you with you the copies of the letters and correspondence which you had with Mr. Colby?—A. No, sir.

Q. Do you recollect sufficient of them to state from memory the nature of the correspondence?—A. No, sir.

Q. Have you ever had any moneys transferred at Little Rock for school purposes in the State of Arkansas, by any officer of the bureau there, and not by direction of the bureau here?—A. So far as I know anything of that kind it is entered in this paper. There were some small amounts received, which are charged by us as received in Arkansas; but whether they came from Arkansas direct or otherwise I cannot tell.

Q. I see here, under date of April, 1870, "Arkansas, \$110;" had you never received money for Arkansas from the bureau previous to last April?—A. I cannot tell from memory; I could tell by looking over the paper. If there are no others, the presumption is that the funds must have been transferred to Arkansas from the Chicago office.

Q. Have you any personal knowledge, or recollection sufficient to testify from, as to the transactions of your association with the bureau in the State of Arkansas?—A. I have an indefinite recollection of correspondence, mainly, I think, with Mr. Colby, in relation to the matter of education in Arkansas; but I cannot state definitely what that conversation was.

Q. Was there any correspondence, or have you any recollection of any, in reference to \$75,000 sent or to be sent to that State?—A. I have no recollection of any such correspondence, and I do not think any such correspondence was held; I am confident that if there had been it could not have escaped my memory.

Q. I see upon this statement repeated charges made for transportation; credits to the bureau set down under the head of "transportation;" please explain to the committee what that means.—A. From the commencement the bureau aided us by furnishing transportation for supplies sent south for the benefit of the freedmen; subsequently, and until the present time, it has furnished transportation for our teachers from their homes to the field.

Q. What do you mean by that expression, "to the field?"—A. Why, to their work, their place of teaching. The teachers are appointed at the North, and are sent to the South to labor for a year.

Q. In what way was this transportation paid?—A. I do not know that I understand your question.

Q. Here, under head of December, 1867, I see "Transportation, \$61 25;" are we to understand that this was cash paid you, and you paid the expenses of these teachers?—A. I suppose that, in most instances, (there may be exceptions,) that account covers the actual cost of transportation, exclusive of board, certified to by the teacher, and paid by the local officer on the ground; the account was then sent to the bureau, and the bureau refunded the money.

Q. Then, practically, the bureau furnished you the money with which to pay the traveling expenses of these teachers?—A. That is so, I suppose. So far as I know the payment was simply for railroad fare, exclusive of board.

Q. Then it is, virtually, cash received, only received to reimburse the association for money expended for the transportation of these persons?—A. That I suppose to be the case.

Q. Have you been in the habit of visiting Washington, with reference to these moneys that have been distributed to your association, frequently during the past three years?—A. I hardly know how to answer that; "frequently" is a very comparative term, sir. I do not know that I have been here once for that purpose within a year; I have been here within a year, but I do not know that I had anything of that kind in view. In early times, both before and after the bureau was formed, I used to come here frequently.

Q. Were you an officer of the association that made application to General Howard for these contributions? Was that a part of your duties?—A. That would be a part of my duties, but not exclusively mine. If I might be permitted to explain—

The CHAIRMAN. You can have an opportunity to add anything you choose by way of explanation when Mr. Wood is through with his questions.

Q. At whose instance was General Charles Howard appointed to take charge of your affairs in Chicago?

The CHAIRMAN. It seems to me that question is not pertinent to our investigation.

Mr. WOOD. But supposing it should be followed up by a question and answer that would be pertinent to one of these charges.

After some discussion the question was excluded.

Q. Before General Charles Howard was appointed to his present position who held that position?—A. Rev. J. R. Shiperd.

Q. Why was he removed?

(Question objected to and excluded.)

Q. What States has your Chicago office the management and control of?—A. Illinois, Missouri, Kansas, Arkansas, Louisiana, Mississippi, and Texas.

Q. You are sure these are all?—A. If I understand your question, I have answered it.

Q. Do I understand you to mean that the Chicago office has the control, direction, and management of your affairs in the States which you have named?—A. Yes, sir.

Q. Is your association attached to any special religious sect or denomination?—A. No, sir.

Q. Did you ever have any conversation with General O. O. Howard as to the disposition of these moneys that your association received from the bureau?—A. Yes, sir.

Q. When?—A. I could not specify dates. Whenever we have presented a work as being in accordance with the objects of the bureau and the purposes of the government, we talked together with regard to the manner of carrying it out.

Q. When you received those sums from the bureau, did you receive any written instructions or directions as to their disposition?—A. Many of the vouchers for that money are given as for money.

Q. That is not the question.—A. I supposed it was.

Q. When you received this money from the bureau, did you receive with it any written instructions or directions with regard to its disposition?—A. I should say substantially, yes, sir.

Q. Produce them.—A. I cannot produce; I haven't them with me. I did not suppose they would be called for.

Q. Could you not send them from New York?—A. I could explain all that they amount to in a moment.

Q. We have a ruling here that nothing which is a matter of record can be explained by oral testimony. Can you send those instructions or directions to the committee?—A. I do not know whether I can or not.

Q. Illinois is comprehended within the States placed under the Chicago office, is it?—A. Yes, sir.

Q. Has your association disposed of money received for school purposes in the State of Illinois?—A. Not that I remember.

Q. How is it then that you have given the State of Illinois as one of the States which General Charles Howard has charge of?—A. Because there are a few schools for freedmen on the border of Illinois that are under the care of the association, and that fall directly under the charge of General Charles Howard.

Q. Where are those schools located?—A. So far as I know—they are very few in number any how—they are in or near Cairo. There may be others. I can tell by a moment's reference to the papers, if you desire it.

Q. Never mind. What does your association do in Kansas?—A. It aids schools for the benefit of colored persons, the most of whom we suppose to have been formerly in slavery. But all our schools are open to all who wish to enter.

Q. Then the schools in Kansas are not schools for freedmen and refugees?—A. They are supposed to be mainly.

Q. But that is not a slave State?—A. Many freedmen went there before the close of the war.

Q. And the schools are open to all classes?—A. Open to all classes.

Q. They are not then for colored people exclusively?—A. Not if others wish to enter. Our schools are all primarily for colored people; but it has been the practice of the association to throw open the schools to all who wish to enter.

Q. Is there anything in the charter of the American Missionary Association, of which you are the secretary, that makes it an institution for the education of freedmen and refugees?—A. No, sir.

Q. Has it not been your practice to admit to the benefits of your association people of all kinds, all complexions, and all characters?—A. It has, sir.

Q. And in that answer you wish to be understood to mean all your schools wherever located in the United States?—A. I do, sir.

WASHINGTON, D. C., June 3, 1870.

GEORGE WHIPPLE—Examination continued.

By Mr. WOOD:

Question. I will resume the investigation of this paper introduced this morning. I find on this paper ten or twelve different sums under different heads, "To Cincinnati," so much money. Please state for what purpose these moneys were used in Cin-

cinmati.—Answer. They were appropriated to freedmen's work, and expended under the direction of our Cincinnati office. We have a district secretary at Cincinnati who has charge of a department.

Q. Is it to be understood by this paper that the money went to that office, and was distributed from Cincinnati, or that the money was expended in Cincinnati?—A. Not, certainly, either. The money was reported to us from Cincinnati, by the secretary there, as being contributed to his department without specification as to what particular State.

Q. Did any of your sub-offices receive funds from the bureau net through your office?—A. In the way that I am mentioning, sir.

Q. Then when you say "Cincinnati" you have no means of knowing for what particular purpose the money was expended?—A. No, sir.

Q. You only know that that office credited the bureau with the receipt of so much money. Am I right in that supposition?—A. If they were composed of several comparatively small amounts disbursed in that field, we should, perhaps, enter the aggregate, just charging the whole to that department, and calling upon its officers to account for its expenditure.

Q. Do not these sub-offices of yours make detailed statements every month to your principal office in New York as to how they expend this money?—A. Yes, sir.

Q. Would not those statements show how these moneys were expended?—A. I suppose they would, sir.

Q. You can state from your recollection, as nearly as you can, how the money was expended by that office in Cincinnati; whether in Cincinnati, or for what purpose.—A. It was not probably expended in Cincinnati at all; that is, for anything being done in Cincinnati. Some of it may possibly have been expended in Cincinnati for supplies to be sent to the field. The accounts are more or less submitted to my inspection.

Q. Then, if I understand you, you have no positive knowledge of your own as to how or where that money was expended?—A. No, sir.

Q. But you are quite confident not in Cincinnati?—A. Yes, sir.

Q. I find many items here of moneys expended in the District of Columbia; for instance, in the month of December, 1863, I find four items; one of \$154 04, another of \$46 58, another of \$257 33, another of \$126 44. Do you know for what purposes those sums were expended in the District of Columbia?—A. No, sir. Allow me to say that you do not seem to have caught the correct idea of the meaning of that paper. That is not a list of expenditures, but of receipts. You will see, by looking at the heading, that it says: "Payments made to the American Missionary Association," &c. That does not show where the money was expended.

Q. That is just what I wanted to draw out of you—what this paper meant. This is a list of payments made to the American Missionary Association by the bureau, is it?—A. Yes, sir.

Q. I find certain payments have been made to the District of Columbia, as from Virginia, Georgia, and other Southern States, so much money. I presume that means that so much money has been expended by you in those States?—A. No, sir; not necessarily.

Q. I want to know, then, what this means—these items, District of Columbia, so much money.—A. That is an account of the receipts of money, taken from our assistant treasurer's books. He is our accounting officer. Those refer simply, in most instances, to the source from whence the money comes, and not the places in which it is expended.

Q. But does not all this money come from one source—from the bureau?—A. From the bureau, through its officers.

Q. Have you an office in the District of Columbia?—A. No, sir.

Q. Yet here are these items referring to the District of Columbia. I still do not understand you. Please explain.—A. I shall certainly be happy to explain, as far as possible.

Q. I simply want to know what this means—these sums set opposite the District of Columbia.—A. I suppose they were sent to us directly from Washington. They may have been used in North Carolina, South Carolina, Virginia, and various other places. As I said before, those are not expenditures, but the sources from which money came to our treasury. If \$500 comes through the assistant commissioner in Virginia it would be credited directly to Virginia as belonging to that State. If it came from this office here, it might be paid out to meet various authorized expenditures in different States.

Q. Then I understand you to say that all sums mentioned there under the head "District of Columbia," are cash received directly from the bureau office here?—A. I cannot answer that.

Q. These sums that are put down opposite Cincinnati are also received from the bureau, but received in Cincinnati—not at New York and transferred to Cincinnati?—A. I suppose so; not coming directly to the New York treasury, but received and disbursed by the department at Cincinnati, and reported to our office.

Q. This is the case with reference to the sums received at Chicago?—A. If I understand your question, it is.

Q. And those sums, we are to understand, were received by your association, through its agents in the different States; from the bureau or its agents in those States, and you in New York were notified of the fact?—A. Of the fact, and its expenditure; yes, sir.

Q. Here is one item put down in pencil-mark and subsequently erased. Please read that as it originally was, and explain it and the reason of its erasure. It is this item, under date of January, 1868.—A. The original entry was, "Building at Freedmen's Village, \$350." The money came from the bureau, and our assistant treasurer credited it to the bureau. It was afterward crossed out because it refers to property sold to the bureau that we bought from the American Tract Society.

Q. I understand you to say that the original entry was a mistake because it was for property bought from the bureau?—A. O, no, sir.

Q. State it again, if you please.—A. I think I can make the explanation shorter by going back one step. The American Tract Society were building a building at Freedmen's Village. They proposed to finish the work. They sold the building to the American Missionary Association. The Freedmen's Bureau wanted it for a hospital, and we sold it to them for \$350, which was a half or a quarter of what we gave for it.

Q. It was merely a business transaction between your association and the other?—A. Yes, sir; simply a business transaction.

Q. The money did not come from the bureau, then?—A. Yes, sir; the money did come from the bureau, but it came as an equivalent for property sold to them.

Q. And not as a donation?—A. No, sir; not as a donation.

Q. And was put upon this list by some mistake and subsequently erased?—A. Yes, sir; I erased it for the reasons I have just given.

Q. There are several items here under the head of rents—some of them very large—one for \$1,100, one for \$1,300, one for \$2,274, &c. Please explain that.—A. The association owns or obtained control—

Q. What association are you referring to?—A. The American Missionary Association. It purchased or obtained control of various buildings throughout the South. When the Freedmen's Bureau wished a school established at these places they in some instances paid us rent for the use of the buildings.

Q. The American Missionary Association owned the buildings?—A. Yes, sir.

Q. They were built for what purpose?—A. For school and church purposes. Or we had obtained by negotiations the control of these buildings for certain times, and then we rented them to the bureau to be used for educational purposes.

Q. And these sums set down under the head of rents are sums received from the bureau as rentals for the buildings referred to?—A. Yes, sir.

Q. Where were those buildings?—A. Scattered all over the South, sir.

Q. I see here \$2,274 set opposite the item of rents at Cincinnati, under date of May, 1870. What explanation have you to give of that?—A. Simply the same as of the other monies obtained at Cincinnati.

Q. Was it or was it not for rentals of buildings at Cincinnati?—A. To the best of my knowledge, and I am quite sure I know, the bureau has never paid the American Missionary Association a cent for the rental of any property at Cincinnati.

Q. I see sums of money marked against rents in Tennessee and South Carolina, and then there are sums for rents without specifying any place.—A. That is where a number of them are grouped together under vouchers presented by the subordinate officers of the bureau.

Q. When it says "Rents in Cincinnati," you do not know where the buildings are situated for which these rents are paid?—A. No, sir. We have only the report of the Cincinnati office to us.

Q. Here is another erasure under the head of August, 1869: "Whipple farm—or land sold to government for cemetery, (not bureau,) \$1,306." The \$1,306 is crossed out. What does that mean?—A. The explanation of that is this: As the secretary of the American Missionary Association, I purchased a farm for \$19,000, near Hampton, Virginia. Subsequently the War Department took four or five acres of that (nearer five acres than four) for a cemetery. This \$1,306 is the amount of the check received from the War Department in payment of the five acres taken from that farm for the cemetery, and by some mistake that was taken from the books of Mr. Whiting, our assistant treasurer, and entered here under the supposition that the money came from the bureau; so I crossed out the \$1,306, and marked the item as not being from the bureau.

Q. That explains that erasure; but then there appears to be another entry of \$2,522 50 right under it, for the same purpose, not erased. Please explain that.—A. No, sir. That mark opposite the \$2,522 50, and under the Whipple farm, is not intended as a "ditto" to the line above. You will see the same mark opposite several other sums. That indicates that Mr. Whiting's books did not specify particularly what the money was used for, or from what source it was derived.

Q. Can you tell for what it was used, or from what source it was derived?—A. I cannot; only I know it has nothing to do with the Whipple farm.

Q. Would not your books show?—A. I presume they would if I had time to examine them myself.

Q. Is not this an abstract of your book?—A. Our assistant treasurer gave it to me as such. I presume he thought it would be sufficiently full to be satisfactory.

Q. I see an item of \$6,078 50 set down opposite Hampton, Virginia; what is that for?—A. I remember that a sum of about that size was used for bureau purposes—hospitals, or something of that kind—on the Whipple farm. I always call that the Wood farm, from the party from whom I bought it.

Mr. Wood. Never mind which—Wood and Whipple are both good names, sir.

Q. Here is \$15,000—a large sum—under the head of Tugaloo; what does that mean?—A. Tugaloo is the name of a place in Mississippi.

Q. It must be a small place, for I never heard of it before—a small place to have so large a sum of money given it.—A. There is an institution there, and I suppose the money was given for educational purposes.

Q. What institution has your association there that should call for \$15,000?—A. It is intended to be a training school for teachers for the colored people of that State.

Q. How was this money expended?—A. In the purchase and erection of buildings, and the support of the school.

Mr. Wood. I now wish to introduce as evidence, and to have incorporated into the testimony, this financial statement, presented by Mr. Whipple, corresponding secretary of the American Missionary Association.

“ Payments made to the American Missionary Association of New York City, by the Bureau of Refugees, Freedmen and Abandoned Lands in the Southern States :

Dec., 1866.	South Carolina	\$243 62
	Virginia	265 75
	North Carolina	359 24
	South Carolina	256 90
	District of Columbia	154 04
	District of Columbia	46 58
	District of Columbia	257 33
	District of Columbia	126 44
Jan., 1867.	Cincinnati	2,500 00
	Virginia	289 06
	.....	18 52
	Chicago	535 00
	Chicago	171 45
Feb., 1867.	Cincinnati	304 71
	Tennessee	1,000 00
	Georgia	1,557 27
	School-houses	89 30
	Virginia	315 65
	Virginia	74 30
	.....	1,016 85
Mar., 1867.	North Carolina	55 50
	Transportation	150 44
	Georgia	2,357 00
April, 1867.	Transportation	24 75
	.....	26 90
	Tennessee	320 00
	North Carolina	450 00
	Transportation	27 58
	Georgia	100 00
May, 1867.	Cincinnati	500 00
	North Carolina	30 00
	.....	80 00
	.....	21 75
	Chicago	1,242 13
	Virginia	1,000 00
	North Carolina	249 50
June, 1867.	Virginia	2,959 13
	North Carolina	26 00
	Wilmington and Nashville	180 00
	Chicago	1,136 92
	North Carolina	23 77
	.....	800 00
	.....	808 00

July, 1867.	Chicago	§391 91
	North Carolina.....	30 00
	North Carolina.....	15 00
	Cincinnati	405 75
	Transportation.....	25 95
	Transportation.....	28 75
	Chicago	382 65
Aug., 1867.	North Carolina.....	193 25
	Transportation.....	239 66
	Georgia	2, 544 25
Sept., 1867.	Transportation.....	27 55
	Chicago.....	525 30
	Chicago.....	1, 050 00
	Transportation.....	152 70
	Chicago.....	70 00
Oct., 1867.	Transportation.....	14 25
	Chicago	90 00
Nov., 1867.	Chicago.....	680 34
	Cincinnati.....	784 50
Dec., 1867.	Transportation	61 25
	North Carolina	25 00
	Alabama	4, 000 00
Jan., 1868.	Texas	325 00
	.....	41 50
	Building, Freedmen's Village *	350 00
	District of Columbia	997 28
	North Carolina.....	250 00
	Tennessee	200 00
	Georgia.....	100 00
Feb., 1868.	.....	50 85
	Virginia	3, 048 55
	Georgia	340 12
	Georgia	961 00
	Alabama	25 41
Mar., 1868.	District of Columbia	298 69
	Virginia	2, 281 00
	North Carolina	117 80
	Georgia	321 20
	Mississippi	428 75
April, 1868.	Virginia	16 66
	Mississippi.....	639 15
	District of Columbia	180 00
May, 1868.	Virginia	1, 187 11
June, 1868.	Virginia	1, 746 60
	Virginia	2, 578 51
	North Carolina.....	27 00
	Mississippi	1, 510 77
July, 1868.	District of Columbia	2, 635 65
	Virginia	16 16
Aug., 1868.	District of Columbia	627 75
	North Carolina.....	37 00
	Mississippi	481 25
Sept., 1868.	District of Columbia	870 00
	Georgia.....	772 62
Oct., 1868.	Mississippi	321 31
	Alabama.....	584 86
Nov., 1868.	Virginia	132 00
	Mississippi	99 17
	Kentucky	40 00
Dec. 1868.	Kentucky.....	50 00
Jan., 1869.	Virginia	16 66
	District of Columbia	806 03
	Georgia.....	58 09
	Mississippi	503 17
	Alabama.....	218 25
	Mississippi	785 50
	Tennessee.....	3, 595 75
Feb., 1869.	South Carolina.....	80 00

* Crossed out ; see explanation in testimony preceding.

Feb., 1869.	Georgia	\$278 80
	Tennessee.....	5,658 25
	Kentucky.....	50 00
Mar., 1869.	.....	2,250 00
	Rents.....	7,080 00
	District of Columbia	425 84
	Kentucky.....	50 00
	Mississippi.....	635 00
April, 1869.	.....	9,990 00
	South Carolina.....	40 00
	North Carolina.....	30 00
	North Carolina.....	12 00
	South Carolina.....	160 00
	Georgia.....	36 50
	Alabama.....	683 53
	Tennessee.....	71 60
	Tennessee.....	2,110 50
	Kentucky.....	50 00
May, 1869.	.....	2,750 00
	South Carolina.....	87 25
	South Carolina.....	100 00
	Mississippi.....	1,000 00
	Georgia.....	86 10
	Tennessee.....	5,000 00
	Alabama.....	1,397 49
June, 1869.	District of Columbia	88 58
	Virginia.....	17 00
	North Carolina.....	20 00
	North Carolina.....	510 50
	Alabama.....	95 87
	Mississippi.....	600 00
July, 1869.	Hampton, Va.....	2,800 00
	District of Columbia	1,800 00
	North Carolina.....	20 00
	Georgia.....	69 50
	Alabama.....	527 00
	Alabama.....	857 61
	Kentucky.....	55 00
	Kentucky.....	55 00
	Mississippi.....	1,040 00
Aug., 1869.	District of Columbia	2,800 00
	Rents.....	810 00
	District of Columbia	300 00
	School-houses and asylums.....	1,330 00
	Rents.....	1,510 00
	Whipple farm, for land sold to government *.....	1,306 00
	———, for cemetery, (not bureau).....	2,522 50
	North Carolina.....	20 00
	North Carolina.....	20 00
	North Carolina.....	100 00
	Georgia.....	1,030 00
Sept., 1869.	Hampton, Va.....	2,800 00
	.....	166 66
	North Carolina.....	20 00
	Arkansas.....	120 00
	Texas.....	457 25
	Georgia, (Cin.).....	11,000 00
	Alabama.....	3,049 59
Oct., 1869.	Hampton, Va.....	2,999 00
	Hampton, Va.....	6,078 50
	Tugaloo.....	15,000 00
	Mississippi.....	873 00
Nov., 1869.	North Carolina.....	20 00
	District of Columbia—Rents.....	300 00
	North Carolina.....	20 00
	Mississippi.....	24 00
	Alabama.....	3,469 50
Dec., 1869.	Hampton, Va.....	5,000 00

* Crossed out; see explanation in testimony preceding.

Dec., 1869.	Hampton, Va	\$875 00
	South Carolina	300 00
	Alabama	2,083 78
	Kentucky	210 00
Jan., 1870.	Hampton, Va	1,500 00
	Hampton, Va	2,500 00
	Rents	385 00
	Lincoln School	300 00
	Rents	790 00
	Hampton, Va	1,036 00
	Hampton, Va.—Rents	175 00
	Tennessee	900 00
	South Carolina	150 00
	Louisiana	810 00
	Missouri	340 00
	Georgia	2,750 00
Feb., 1870.	Rents	2,000 00
	Rents	60 00
	Rents	1,300 00
	Rents	370 00
	Rents, (S. C.)	150 00
	District of Columbia	2,019 00
	Texas	20 00
Mar., 1870.	Rents	2,580 00
	Mississippi	25 00
	Louisiana	830 00
	Texas	120 00
April, 1870.	Avery Institute	150 00
	Rents—Georgia	600 00
	Hampton, Virginia	2,500 00
	Arkansas	110 00
	Mississippi	27 00
	Louisiana	80 00
May, 1870.	Rents	1,120 00
	Rents	1,300 00
	Rents, (S. C.)	150 00
	Rents, (Cin.)	2,274 00
	Rents, (Tenn.)	135 00
		213,753 22
		213,753 22

(Not in above :)

Jan., 1868.	Chicago for Mobile*	\$20,000 00
	Dunming—Atlanta*	10,000 00

WITNESS. Permit me to say that my official statement should terminate with the summing up at \$213,753 22, so far as the bureau was concerned. The rest of it we have nothing more to do with than if Mr. Wood should give me \$10,000 simply to carry to a man in New York to-morrow morning.

Mr. WOOD. With reference to your association itself—

The CHAIRMAN. Do you desire to connect it with General Howard and the bureau?

Mr. WOOD. Yes, sir.

Q. You stated this morning that your association was not in the interest of any particular religious denomination?—A. Yes, sir.

Q. Do you not instruct it in the interest of the evangelical church?—A. Yes, sir.

Q. Is not your association publishing tracts and periodicals?—A. Periodicals, sir.

Q. Are they not publishing periodicals in the interest—

Mr. PERCE. Mr. Chairman, I think I shall have to interpose an objection.

Mr. WOOD. I think, if you will allow me to ask one or two further questions, I will connect it with General Howard.

The motion was put, and the question excluded.

Q. Does not your association print a periodical called The Congregationalist?

The CHAIRMAN. I suppose the same objection holds against this; it is the same question in another form.

Q. Does not General Charles Howard edit a newspaper called The Advance, or the Supplement to the Advance, which is supported by bureau money, in the interest of the Congregational Church?—A. No, sir.

Q. When you say "No, sir," upon what do you predicate your statement?—A. Upon

* See explanation in testimony preceding.

knowing by whom The Advance is published, knowing the nature of the supplement referred to, and knowing the expenditures of money at Chicago.

Q. Have you any means of knowing the expenditures at Chicago, except from General Charles Howard himself, who furnishes you with them from that office?—A. Yes, sir.

Q. What means?—A. From the report of the assistant treasurer there.

Q. Certified to by whom?—A. By Mr. Howard.

Q. Do you know anything of a periodical called the American Missionary?—A. Yes, sir.

Q. Is this (handing a pamphlet to witness) a copy of that periodical?—A. Yes, sir.

Q. That is your official paper, I believe?—A. Yes, sir.

Q. State to the committee the date of that periodical which I have just handed to you.—A. It appears to be June, 1870.

Q. Please look at the marked portion on page 136, and see if that is a correct statement or not.—A. I might remark —

Q. Yes or no; is that a correct statement?

Mr. HOAR. Mr. Chairman, that periodical is not in evidence.

Mr. WOOD. I will state to the committee that it is stated here that General Charles H. Howard —

The CHAIRMAN. You cannot do that; you cannot state what that paper says.

Q. I will ask you, then, whether General C. H. Howard, district secretary of your association at Chicago, has not recently edited a supplement to the Advance newspaper?

The CHAIRMAN. I do not understand that Charles Howard is on trial here.

Mr. WOOD. O, well, then, I have no further question for this witness.

By Mr. KETCHUM:

Q. Does the president of your association or its treasurer receive any compensation?

Mr. MCNEELY objects; they are neither of them on trial.

Q. Is the chief work of the American Missionary Association done among the freedmen of the South?—A. It is.

Q. Will you state the amount which the American Missionary Association has expended for missionary and educational purposes connected with the freedmen from 1852 until the close of the last fiscal year?—A. The full amount of disbursements in the shape of cash, clothing, supplies, Bibles and other books, &c., has been a little over \$1,600,000.

Q. Do you include in that the salaries of teachers?—A. Yes, sir.

Q. Does that account which you have produced here, and which has been read here, does it or not show the amount of this which has been received from the Freedmen's Bureau?—A. Yes, sir.

Q. And \$213,753 22 is the total amount received from the bureau?—A. Yes, sir.

Q. What was the number of pupils in your schools in the South during the last year?—A. I do not recollect the exact number; I think, about 23,000.

Q. And how many teachers?—A. I do not recollect; I believe there is an average of about 56 pupils to a teacher. I could answer that question, if I could be permitted to refresh my memory by reference to a memorandum.

Q. Certainly, sir.—A. I have here a report of laborers in the South for the three last years during which the bureau has rendered assistance: In 1867-'68, to 479 laborers, of whom 417 were teachers; the next years, 1868-'69, 496, of whom 431 were teachers; and the last years, 1869-'70, the number of laborers was 533, of whom 461 were teachers.

Q. You make a distinction between those who are doing your missionary work and those who are teaching?—A. Yes, sir; I make the distinction because the bureau money goes for the support of teachers, and not of the other laborers.

Q. In what kind of schools are those teachers engaged—primary or superior schools?—A. In both, sir; there are schools for youth taught in the daytime, and for adults in the evening.

Q. To what extent is your work carried on in preparing your pupils to be teachers?—A. For the last two years we have been turning our attention more to the matter of preparing our pupils to be teachers. I have not the statistics for all the departments; the middle department, which covers the States of Kentucky, Tennessee, and Western Georgia, reports 400 teachers; I have not the statistics with regard to the others.

Q. You mean 400 teachers that have been trained for teaching in your schools?—A. Yes, sir.

Q. These teachers of whom you speak—417, 431, and 461, for the several years which you have mentioned—are any of them colored persons?—A. They are, sir.

Q. How many or what proportion of them have been employed in teaching since attending your schools?—A. In 1867-'68 there were employed 27; in 1868-'69, 101; in 1869-'70, 105.

Q. These were employed directly by your association?—A. Yes, sir.

Q. This college at Oberlin, in Ohio, does it educate freedmen?—A. It does.

Q. Does Berea College also educate colored persons?—A. I see that a distinction is made, if the gentleman will allow me to make a remark, in the last two questions, between colored persons and freedmen.

Q. I am speaking of colored persons; does Berea College educate colored persons?—A. Yes, sir, it does.

Q. And Wilberforce College, in Ohio, does that educate colored people?—A. I believe it does; but my knowledge from that is not derived from any personal visitation there, but only from acquaintance with its officers and trustees. It is connected with our association.

Mr. KETCHUM. I withdraw the question.

By Mr. MCNEELY:

Q. I believe you stated that the lands upon which these school-houses are situated, which are claimed by the Freedmen's Bureau, belong to your association?—A. That inquiry was made in regard to a specific institution at Mobile.

Q. Does that land—the title to it—belong to your association?—A. Yes, sir.

Q. Is it deeded to the association from the bureau?—A. It was purchased by the association from third parties.

Q. Is there a college upon the land?—A. There is a college building.

Q. Was that erected by the Freedmen's Bureau exclusively?—A. No, sir.

Q. How much did they expend toward the erection of that college building?—A. I do not know.

Q. Have you any idea whether it was hundreds or thousands of dollars?—A. If I may be permitted to state the facts of the case, the officers of the Freedmen's Bureau in Alabama originally requested the American Missionary Association to establish an institution there for the training of teachers. This request was made when our hands were full, and we could not appropriate the money for it. The bureau agreed to make an appropriation for the same work, if we would appropriate a sum for it. We did so. The officer of the bureau transferred the building to the association, or rather suffered the deed for the whole to be taken by the association, covering the building and all. The Commissioner here objected, and required of us a deed and instrument, carefully drawn, for all the personal property, giving the bureau the right to remove it any time, securing to us a lease for five years, on condition the building should be used for these educational purposes. After that came an order from the War Department —

Q. What I asked you was how much the Freedmen's Bureau had expended in the erection of that building?—A. My impression is it cost about \$20,000.

Q. How much of this had your association advanced?—A. About \$5,000, which is considered the value of the improvements put upon the building.

Q. Then, they erected the building and you bought the land?—A. Yes.

Q. The building was erected on the land before you bought it?—A. Yes, sir.

Q. By whom?—A. I do not know.

Q. What was this building used for before you bought it?—A. A college.

Q. Did you buy it of trustees or of private individuals, or of whom?—A. I think it was bought under an order of sale from the court.

Q. Does that deed contain a condition specifying what use you shall make of the property?—A. The deed conveyed to us the entire property. When we reported the case to General Howard he required of us a specific paper, which was duly executed, designating those buildings as the property of the government, and simply giving his lease for five years.

Q. But the deed itself is an unconditional deed to the association?—A. Yes, sir.

Q. What was the paper which you executed to the bureau on demand of General Howard; a bond, or what?—A. It was a declaration, I suppose it might be called, which would be considered equivalent to a bill of sale of personal property.

Q. Who signed it?—A. The officers of the association, the president and the treasurer, or assistant treasurer; I think the treasurer.

Q. Was that paper duly acknowledged before the proper authorities?—A. It was.

Q. Running to the bureau or to the United States; which?—A. My impression is to the United States, for this reason: It authorized, in case of a failure to keep the school according to the original tenor, certain officers of the United States government to take possession of the property.

Q. Were there any other pieces of property which you bought in the same way?—A. I think not, sir.

Q. Have you executed any other similar agreements or obligations, or whatever you call it, to the bureau or to the United States?—A. There were similar papers executed in reference to the buildings which the assistant commissioner had erected on certain lands in Virginia belonging to the association.

Q. And the deeds to the real estate were how given—to you, or the bureau?—A. The land was purchased by the American Missionary Association.

Q. What I am trying to get at is this: The Freedmen's Bureau assisted your associa-

tion in erecting school-houses and conducting schools, and in some cases you furnished the ground and they the buildings?—A. Yes, sir.

Q. In these instances I want to know how you paid back the bureau, or how you guaranteed the bureau and the United States that the property would be used for educational purposes in accordance with the intent of the bureau or the government?—A. As a general thing, the deed was given to us by other parties, from whom we purchased it, without any reference whatever to the bureau; when the building was erected it was considered to belong to the bureau, and papers were required to be executed by the American Missionary Association specifying that the building was the property of the bureau. That was the general rule.

Q. In case such an arrangement was made—you buying the land and the bureau erecting the building—what sort of paper passed between you and the bureau?

(Objection, on the ground that this point had already been fully covered by testimony previously given. Question withdrawn.)

Q. State whether the Freedmen's Bureau owns the school-houses and the lands upon which they are situated, for which they pay rent in any case.—A. I suppose not, sir.

Q. Then, in all cases, the building for which rent is paid is owned by your association?—A. I suppose so.

Q. Built and kept for schools for your association?—A. I cannot say as to that, sir.

Q. Well, then, does the Freedmen's Bureau pay you rent on buildings that they themselves erect in part?—A. Constructively, I should think it might be said, yes; specifically, I should say no.

Q. Explain what you mean by constructively and specifically.—A. I mean this: There may be cases where the American Missionary Association owns property in its own individual right, and where the bureau may have helped to build school-houses, where rentals are paid us, irrespective of help having been furnished by the bureau, the rent being paid in proportion to the number of scholars, without specifying the particular rent for each building.

Q. Do you receive rents for any buildings which have been erected or paid for wholly or in part by the Freedmen's Bureau?—A. That is the question which I have just answered as specifically as I know how to answer it.

Q. Here is an item of rents in January, 1870, of \$385; again, of \$790; again, of \$175. These are sums, as I understand, that you received from the Freedmen's Bureau for rents. Now, what sort of buildings were those rents for; who owned them at that time?—A. I see no specific memorandum to guide me.

Q. I simply ask this: What those rents were paid for?—A. There are instances of this kind. The American Missionary Association purchased, outside entirely of the bureau, certain property in North Carolina, worth, I should say, from \$3,500 to \$4,500; the bureau wished the property to be used for an orphan asylum, and they paid us rent for it for that purpose. The American Missionary Association purchased property for \$4,500, or about that, near Atlanta; the local officer of the bureau, the assistant commissioner of the State, wished an orphan asylum established there; it was established, and the bureau paid us rentals for it. The association purchased property to the extent of about \$10,000 in South Carolina; the bureau paid us rentals for that. The association purchased property worth \$16,000, entirely outside of the bureau, in Nashville, Tennessee; the bureau paid us something for rentals for that. Now, in many cases these rents are all grouped together, so that it is impossible for me to specify from what particular places the money is received.

Q. Point out one item where rents have been received from the bureau on buildings erected or purchased in part by the bureau, and explain that item.—A. I do not think I can, sir. I do not think our assistant treasurer has made the specification so full as to enable me to do so, if there is any such case. I do not remember any such specific case.

Q. In what way, generally, did you expend this \$213,000 given you or paid you by the Freedmen's Bureau; was it for the erection of school-houses?—A. A large proportion of it. It has been paid in part for the support of those orphan asylums that were established in accordance with the wishes of the bureau; in part by the transportation of teachers and supplies to the field where they were needed; and in part for rentals of buildings; in part for repairs of buildings; and in part, as in the case of Tugaloo, for the purchase of buildings. But in all such cases where money has been expended for the erection or purchase of buildings, those buildings have been recognized as the property of the bureau, and the money in no case diverted to any other use, except that guaranteed to the bureau.

Q. Does the bureau pay any rent for them?—A. I do not know. In the way in which I have explained, I suppose it may be possible.

Q. Now I will ask you whether the American Missionary Association, through its teachers or agents in these schools, in part supported by the Freedmen's Bureau—whether that association, through its teachers and agents so employed, are required to exercise their influence as against the Catholic church?

The CHAIRMAN. That question will hardly be competent.

Mr. TOWNSEND. I am willing that it should be answered.

The CHAIRMAN insisted upon the objection.

Mr. McNEELY called for a vote on the question.

The question was not excluded, and was repeated to witness.

A. If I answer the question as I understand it, I shall answer, no.

Q. You say that teachers were not so required by that association?—A. I do.

Q. Is this paper (exhibiting to the witness the periodical before referred to) the official organ of your association?—A. It is.

Q. Is that paper circulated among the schools and among the freedmen?—A. I suppose it is; but not by any rule of the association.

Q. I call your attention to the article on page 135. Do you require your teachers and agents to instruct freedmen that the Roman Catholic church is now making extraordinary efforts to enshroud forever this class of the unfortunate race (referring to the colored people) in popish superstition and darkness?

The CHAIRMAN. That has been answered.

Mr. McNEELY. No, sir.

Q. (To witness.) Does your association circulate among the agents, for distribution among the freedmen, a paper containing that sentiment?

The CHAIRMAN. That question has been already answered.

Q. Does your association send to its agents and teachers, for circulation among the freedmen, the official organ of the association containing that sentiment which I have read to you from this paper?

The CHAIRMAN objected.

Mr. McNEELY. I demand a vote on the question so excluded.

By Mr. PERCE:

Q. Upon what basis is the rent of buildings in the South determined; are you paid rent according to the number of pupils attending school?—A. In most cases I should say, yes; at the rate of \$30 or \$90 a year for a building to accommodate thirty pupils.

Q. Do you make the number of pupils the basis upon which your rent is established?—A. In many instances; whether in all or not, I do not know; in some instances it is based upon the cost of the property to us.

Q. Where they pay you rent for buildings chartered for school purposes exclusively, is not the rent, as a general rule, based upon the number of pupils?—A. Yes, sir; that is the general rule.

Q. Does that rental amount to a large proportion of the whole cost of the buildings and the expense of the school?—A. No, sir; I cannot say what proportion; only a small proportion.

Q. Suppose you have a school building worth \$5,000, of which the bureau has contributed \$500 in the way of repairs, are there not instances in which, after that contribution for repairs on the building, the bureau has contributed toward the school a sum as rental in addition?—A. Yes, sir.

Q. Without distinguishing the building from the land?—A. Yes, sir.

Q. Is that what you meant when you said that constructively the bureau might pay you rent for buildings they had helped to build?—A. Yes, sir; that is what I meant.

Q. Another question: As the result of your observation, has there been a sufficient supply of proper teachers for colored schools in the South? In other words, could as many teachers as were needed be easily obtained?—A. No, sir.

Q. In your judgment, is it, or not, a wasteful expenditure of money to contribute to schools for the education of teachers, considering the educational wants of that portion of your missionary work?—A. I don't know that I fully understand your question; but I will reply that I consider that the bureau, by that appropriation made in connection with the American Missionary Association and other similar organizations, have doubled, and more, the number of teachers they would have been able to put into the field if they had applied the same money directly.

Q. Has the demand for teachers been as yet fully supplied?—A. O, no, sir; according to my estimate it has not been one-tenth supplied.

Q. What is the character of the education which the schools that have been aided by the bureau have been able to give the freedmen of the South, according to the best of your knowledge? What I want to get at is how much education the colored people have in fact acquired.—A. The schools which the bureau have aided have been of three, I may say four, kinds. Common schools for the young, of such ages as would go to school in the Northern States. Evening schools for adults, who have not been able to learn to read any other time; thousands of whom have learned to read. Higher schools for education in branches not taught in the common schools generally in the North. Schools for the training of teachers—such as in the North would be called normal schools. In the case of Berea, as in other cases, the institution has a regular college or university charter; in Berea a freshman class is already formed.

Q. I am glad to learn your answer, though my question referred to a somewhat different point. I want to know the capacity of those colored children and people to

receive education: what good these educational advantages do them?—A. Relatively, much more good than the same number of white children. They are very eager to lay hold of opportunities of education.

Mr. WOOD. I cannot see the relevancy of this examination.

Mr. HOAR. It may, perhaps, meet one of the charges—that of wasteful and profligate expenditure of the public money by General Howard. It is pertinent for the committee to inquire whether the money so expended has been a wasteful or a useful expenditure.

Q. Do you, or not, think that they have learned as fast as the same number of white children under the same circumstances would have done?—A. I think they have, sir. It has done them all the good that it does to educate any person to the same extent.

By Mr. McNEELY:

Q. How do you get this information—from personal inspection, or from printed quarterly reports?—A. From both, sir; I have been a teacher myself—

Q. Have you been personally among those freedmen, and examined those schools?—A. Yes, sir.

Q. Can you tell how many times, or how much time, you have spent in such examination?—A. I have been among them, and have examined pupils myself occasionally. My answer was partly derived from this, and partly from the entire unanimity of the answers we received to the questions specifically put to the teachers, most of whom had been teachers in the North. The reports were almost uniform that the colored pupils made more rapid progress than the average of white pupils.

Q. Do I understand that you have taught in these schools yourself?—A. No, sir.

By Mr. TYNER:

Q. I understand you to say that the Freedmen's Bureau contributed \$20,000, and the American Missionary Association \$5,000, toward the purchase of land and a building at Mobile?—A. Yes, sir.

Q. I also understand that, after the purchase was made, the title in the name of the American Missionary Association, that that association executed something like a bill of sale to the Freedmen's Bureau—am I correct in that?—A. Yes, sir.

Q. Now, sir, in whom is the title to that building now vested—in the Freedmen's Bureau or in the American Missionary Association?—A. That is a question of law I cannot answer.

Q. Has this bill of sale, this instrument, whatever it is, been canceled or satisfied since?—A. Not that I know of.

Q. Where is it?—A. I suppose in the archives of the War Department.

Q. Then whatever lien the Freedmen's Bureau ever had upon it still exists?—A. I suppose so, sir; with the exception of this transfer that I read this morning; that is, it assigns to the American Missionary Association, by order of the Secretary of War, the building for schools for youth without distinction of color or previous condition of servitude. If the school ceases to be held and carried on for that purpose, the property can be taken possession of by the United States government at any time.

Q. Such a transfer has been made, has it?—A. Yes, sir; with that condition.

Mr. McNEELY. The proper proof will be the order itself.

Mr. TYNER. That is true, but I wanted to see the present position of the property under this order.

Q. In charging rentals to the Freedmen's Bureau on buildings to the erection of which the bureau has contributed, do you take into consideration, in determining the amount of rent, the contributions made by the bureau, and diminish the rent accordingly?—A. As I said before, I do not know of any building that has been transferred to us by the bureau upon which specific rent according to the value of the building has been received by us from the bureau, or asked for, except in proportion to the number of scholars; and I do not know that there has been any diminution made.

Q. Then, in fixing the amount of rent on a building erected in whole or in part by money from the bureau, you do not take into consideration the money so contributed by the bureau, but simply the number of pupils instructed there; is that it?—A. I suppose that is substantially the case; it is substantially in proportion to the number of pupils. I do not know that any diminution is made in case of any particular building.

Q. Then, if the building is erected wholly by the money of the bureau, in case where rent is charged by the bureau afterward, the rent would be charged the same as if the building had been constructed altogether by the funds of the Missionary Association?—A. As I answered before, I believe that in such cases rents would be charged in proportion to the number of scholars taught in that village or town.

Q. Is this actually a rent that is charged by the association to or against the bureau, and paid by the bureau, or is it simply a contribution from the bureau to the association for the purposes of education?—A. It is in reality, I suppose, a contribution by the Freedmen's Bureau for the aid of the schools, but, without specifying anything

about the buildings, it is put under the head of rentals generally, at the rate, on an average, of \$10 a month for a school of thirty pupils.

Q. Why call it rental instead of contribution?—A. Well, because it comes to us in that way; it is so called in the reports of the assistant commissioner.

By Mr. TOWNSEND:

Q. Then it is a contribution to the schools in proportion to the number of scholars?—A. Yes, sir.

Q. What proportion of the expenses of carrying on your schools is borne by the Freedmen's Bureau in the shape of these contributions?—A. It may amount to one-fourth part in the case of the common schools; in the higher, not one-fourth part, for we pay larger salaries for their teachers.

Q. Then it is called and treated by you as rentals, because the act itself provides for rentals alone?—A. I do not know; it may be so.

Q. What is the field of your operations under your office at Cincinnati?—A. The States of Kentucky, Tennessee, Alabama, and Western Georgia.

Q. And the Chicago department, under charge of General Charles Howard?—A. That has control of the freedmen's schools west of the States which I have mentioned as being under the control of the Cincinnati department. The eastern department has control of the schools east of that.

By Mr. MCNEELY:

Q. Then these rentals, or contributions, are furnished in the proportion of \$10 a month to every thirty scholars?—A. Yes, sir; to every school of thirty scholars.

Q. Independent of who builds the school-houses?—A. Yes, sir. I would like to state what some members of the committee, if I may be permitted to say so, appear to have lost sight of, or not to fully understand. The American Missionary Association is engaged in missionary operations as well as educational operations. A distinction has been made in regard to the appropriation of funds from the bureau. Those appropriations are all made specifically to the Department of Education. No transportation, nor anything of that kind, has been given to those who went south merely as missionaries and not for educational work. No money of the bureau is spent in Chicago or Cincinnati, or any other place, for any missionary work; it all goes directly to the support of the schools.

By Mr. MCNEELY:

Q. Is it not frequently the case that these persons whom you send down as teachers preach in the school-houses—hold forth as ministers?—A. Yes, sir; it is.

By Mr. TYNER:

Q. Are these teachers of one denomination, or of divers denominations?—A. Of divers denominations.

Q. Has your association ever instructed the teachers employed by it in the South, and among the refugees and freedmen, to exercise their influence against any particular church?—A. No, sir.

Q. Has it ever given them directions to instruct the children there, or the refugees, in the peculiar doctrines of any sect?

(Mr. MCNEELY objected. After some discussion a vote was taken and the objection overruled.)

A. No, sir.

WASHINGTON, D. C., May 16, 1870.

DANIEL L. EATON sworn and examined.

By Mr. BRADLEY:

Question. State your residence and occupation.—Answer. I reside in the District of Columbia; I am actuary of the Freedmen's Savings and Trust Company.

Q. Do you reside on the university grounds?—A. I do.

Q. Is the Freedmen's Savings and Trust Company the same thing that is known as the Freedmen's Bank?—A. Yes; that is what it is usually called.

Q. Are you a member, or have you been a member, of the American Building Block Company of this city?—A. I have been.

Q. State when you became a member of that company, and at whose instance.—A. The date I cannot fix exactly, at the beginning, and at my own instance.

Q. Who negotiated the purchase of that right?—A. General Howard.

Q. With whom?—A. The company in New York.

Q. Was it with the company in New York or with an agent here?—A. I think it was direct; I am not sure.

Q. Who paid the money, and how?—A. General Howard paid it, I think; how, I do not know.

Q. How much?—A. Seven thousand five hundred dollars, according to my recollection.

Q. Do you know to whom the money was paid?—A. No, sir.

Q. State if he advanced any further sum than \$7,500.—A. He has not, to my knowledge.

Q. Who keeps the books of that company?—A. No one, at present.

Q. Who kept them at that time, and who has kept them since?—A. They were in my charge for the first five months; the clerical duty was performed by an employé of mine.

Q. Who was he?—A. Mr. G. W. Stickney.

Q. After the five months, who had charge of them?—A. I do not fix the date at five months precisely. They were turned over then to D. H. Bliss.

Q. And since his death?—A. They have not been kept at all.

Q. Where are they now?—A. I think they are in my possession.

Q. When did Mr. Bliss die?—A. In April, 1869.

Q. If they are in your possession, are they at the savings bank or at your house?—A. At the savings bank.

Q. Of how many did that company consist originally?—A. Six, I think.

Q. How was the stock divided?—A. Into twenty shares, at \$1,000 per share.

Q. Each one had how many shares?—A. I had two, and I think the others one.

Q. How many had General Howard?—A. Ten, I think.

Q. Has not your attention been called to this matter lately, and particularly so as to ascertain all the facts in relation to it?—A. No, sir. I have taken it on myself to look at some of the points; but my attention has not been called to it otherwise than by my own notion.

Q. When and how was General Howard repaid for that advance of \$7,500?—A. He was repaid between the 9th of July, 1867, and this time; I cannot state the dates.

Q. Has he or not been fully repaid?—A. To the best of my knowledge he has been.

Q. Will your books show whether he has or not?—A. I cannot say.

Q. Can you state whether he was paid before the death of Mr. Bliss?—A. I cannot.

Q. Have you not looked at the books lately to see whether he was repaid?—A. I have not.

Q. Can you state from memory what amount was paid on the 9th of July, 1867?—A. He sold \$2,000 worth of stock at that time.

Q. To whom?—A. To Mr. Clarke and Mr. Kimball.

Q. State who Mr. Clarke was.—A. Major Clarke.

Q. Was he or not an officer of the Freedmen's Bureau?—A. I have understood that he was.

Q. Was Mr. Kimball also an officer of the Freedmen's Bureau?—A. I do not know; he was not a military officer.

Q. I mean an employé of the Freedmen's Bureau?—A. I think he was; I do not know.

Q. Was any stock or scrip issued for the interests in this company?—A. No, sir.

Q. Were there any transfers of stock on any book of the company, or was there any mode of transfer prescribed?—A. No, sir.

Q. I understood you to say that the capital stock was fixed at \$20,000, divided into twenty shares at \$1,000 each; how did that appear on the book?—A. It was entered to the credit of the individual.

Q. What knowledge have you of the fact that General Howard sold that \$2,000 worth?—A. The knowledge that every member of the company would have who participated in it.

Q. Did you participate in the transaction?—A. Yes; that is to say, I knew it at the time.

Q. Were you present at any negotiation between General Howard and these two parties?—A. I was not.

Q. Do you know whether, in point of fact, either of those parties ever paid General Howard one dollar for that stock?—A. I do not.

Q. Can you give the date of that transaction?—A. The book shows it to have been on the 9th of July, 1867.

Q. Now, that is to the \$2,000. Do you know of any other transaction, in which he was paid the remaining \$5,500?—A. Seven thousand five hundred dollars.

Q. Well, whatever it was—do you know of any transaction in which he was paid the remainder of the money?—A. I know that I, as treasurer of the company, gave him a note, I forget the exact date, but it was on or about the 28th of August, 1867.

Q. For how much?—A. For the whole value of the sale, I think. His charge for the patent was \$7,500, and \$500 in money had been borrowed from him—making \$8,000.

Q. And do I understand that you received \$10,000 in all?—A. Yes, sir.

Q. And when was that note to the company paid?—A. I do not know, sir.

- Q. Do you know that it has ever been paid?—A. I am so informed, sir.
- Q. If paid, in whose custody would it now be?—A. I do not know.
- Q. By whom was the money paid, if paid?—A. By Mr. Bliss, or by Mr. Kimball, who took the papers at the death of Mr. Bliss. I have never seen it.
- Q. Who was treasurer of that company?—A. I was.
- Q. To whom was the money paid for proceeds of the work of the company?—A. It came to me.
- Q. Where do you keep your accounts?—A. In the Freedmen's Savings Bank.
- Q. Has that been the case all the time?—A. Yes sir.
- Q. Has anybody else been treasurer of your company in the mean time?—A. No, sir.
- Q. How was payment made by the treasurer; in cash or by checks?—A. Sometimes in cash, sometimes in checks.
- Q. The treasurer's account, then, would show the receipts and payments by the company?—A. It should.
- Q. Out of what fund had bills been paid?—A. There was only one fund to the credit of the company.
- Q. That was in your hands?—A. Yes, sir.
- Q. And you have no recollection of paying those checks?—A. I do not remember. I may have done so.
- Q. Did your company furnish the brick for the erection of what is called the Colfax School-house?—A. Yes, sir.
- Q. And received payment for the same?—A. I presume so.
- Q. From whom?—A. I do not know.
- Q. From the Freedmen's Bureau?—A. I do not know, sir.
- Q. Will your books show?—A. I think they would.
- Q. And also the amount you received?—A. I do not know, sir.
- Q. You also received the money for the bricks furnished the university?—A. I did.
- Q. From whom did you receive it?—A. From different persons.
- Q. From whom, for instance?—A. Some from Mr. Harvey, some from General Balloch; some from other parties, whose names I do not know.
- Q. Was your contract for those bricks in writing?—A. No, sir.
- Q. With whom was it made?—A. It was not made; there was no contract; Harvey bought of us as he needed.
- Q. Do you mean to tell the committee that you looked to Mr. Harvey alone for your pay?—A. Yes, sir.
- Q. Did you not get from your architect the amount of bricks furnished, take the statement to Harvey, and get pay according to that statement?—A. Yes, sir.
- Q. That was generally the way, was it not?—A. Yes, sir.
- Q. Have you anything to show what amount you received from General Balloch, and what from anybody else?—A. I do not know, sir.
- Q. State to the committee whether you did or not, at any time, receive payment for bricks which had not been delivered.—A. I do not know, sir.
- Q. Who made out the bills for the brick furnished the university building?—A. I do not remember.
- Q. Did you not make them out yourself?—A. No, sir.
- Q. Did you not make out the bills and carry them to Mr. Searle, and certify to them?—A. No, sir.
- Q. Did you not receipt for them?—A. Yes, sir.
- Q. Were you then connected with the Freedmen's Bureau, except as president of the Freedmen's Bank?—A. I am not president of the Freedmen's Bank.
- Q. As actuary, then, of that institution?—A. I have no connection with it, sir, at all.
- Q. I understand that you were the president, the prominent man in the company for the manufacture of brick?—A. No, sir.
- Q. Were not the transactions done, and the accounts made out, in the name of D. L. Eaton & Co.?—A. Yes, sir.
- Q. Did you not make the contracts for the delivery of brick?—A. I do not recollect that any contracts were made.
- Q. Were the bricks delivered at Colfax school-house without charge?—A. They were; at least I made no contract.
- Q. Did you not originally agree to deliver brick at the Colfax school-house for 35 cents, and afterward increase the price to 40?—A. No, sir.
- Q. Did you not at first make out your accounts at 35 cents, and afterward make out your accounts at 40?—A. No, sir.
- Q. Did not your agent do so, and the money come into your hands?—A. No, sir; not to my knowledge or recollection.
- Q. What prices did you get for the bricks furnished for Colfax school?—A. I do not remember.
- Q. The same as for the university, or not?—A. I do not remember.
- Q. Do you recollect whether you received pay for the bricks which had been put into the walls of the dormitory on the university place, and also for the bricks which

had been put into the walls of the hospital, after they were thrown down?—A. I do not.

Q. Can you not tell whether or not you received pay for the bricks which were put into the walls which fell down?—A. I could not distinguish, sir.

Q. The dormitory was rebuilt of the same sort of bricks; do you know whether or not any reduction was made?—A. I do not know.

Q. Have you any recollection whether, in point of fact, you obtained a lease of certain sand-pits on the university grounds?—A. I have.

Q. Did you make a contract to furnish sand for a certain building below Lincoln Barracks from that sand-pit?—A. I do not remember any such contract.

Q. Did you receive pay for any sand furnished for such building?—A. I do not know, sir.

Q. You do not remember whether —

By the CHAIRMAN:

Q. Are any of these facts such as could be shown by your books?—A. I do not know, sir.

By Mr. BRADLEY:

Q. You do not know then anything about any contract for furnishing, nor that there was any contract for furnishing, to the bureau sand for the plastering or for the mortar for a certain building below Lincoln Barracks?—A. No, sir.

Q. Nor of having bills made out, and of receiving money in payment, for sand furnished for any such building?—A. If there was any such money paid, sir, I could not possibly distinguish it.

Q. Have you any knowledge of any lumber belonging to the bureau, on the university grounds, being used by your company?—A. I have not.

Q. Do you recollect ever hearing of any complaint being made upon that subject?—A. O, yes, sir.

Q. I mean at the time the work was going on?—A. No, sir.

Q. While the work was going on, and before the company had ceased working there, do you recollect any officer of the bureau coming to you and complaining that the company was using their lumber?—A. No, sir.

Q. Nor speaking to you about it?—A. No, sir. I do not mean to say that I never heard of it.

Q. Who was superintendent of your work there?—A. Mr. T. H. Bliss.

Q. Do you know where the lumber came from out of which the sheds, &c., for your workmen, were made?—A. Some of it.

Q. Where?—A. It was bought from Mohun & Son. I supposed all of it came from there.

Q. Will you state whether or not this lumber, which you claim belonged to you, or any of it, was retained and is now held by the university?—A. Yes, sir; it is.

Q. And some bricks also?—A. Yes, sir.

Q. State whether or not those bricks are held by the university for lumber alleged to be used by your company?—A. Yes, sir.

Q. Are they still retained by the university?—A. They are.

Q. What is the value, or amount, of the lumber which they allege to have been used by your company?—A. I do not know.

Q. What is the value, or amount, of the material which the university seized to satisfy the alleged debt?—A. As to the bricks I cannot answer; as to the lumber I can, precisely.

Q. How much lumber?—A. To the value of \$2,726 23.

Q. Who claims that lumber now?—A. I do not know that I understand your question.

Q. Who now claims that lumber, the university or the Freedmen's Bureau?—A. O, I do not know, sir.

Q. Have you received no notice whether anybody claims it?—A. No, sir.

Q. Who refuses to let you take it away?—A. I never have applied for it.

Q. You say that "they" claim it; who did you refer to in that expression?—A. Perhaps I ought not to have said so, for I do not know it of my own personal knowledge. I have so understood. I have never applied for permission to take it away.

Q. Do you know anything of the details of the workings of your company on the university grounds?—A. For the first four months, yes.

Q. And after that?—A. No, sir.

Q. During those first four months were there, or not, hands at work employed in making those bricks, who were paid, entirely or in part, by the Freedmen's Bureau?—A. Not that I know of, sir.

Q. Or afterward?—A. I do not know anything of the sort, sir; I know that I paid the hands.

Q. All of them?—A. Yes, sir; I supposed so; I paid them on vouchers made out by the superintendent.

Q. Were you not furnished with means by the Freedmen's Bureau with which to pay those hands, in whole or in part?—A. No, sir; we furnished our own means.

Q. Have you those vouchers still?—A. I cannot say. At the death of Mr. Bliss many papers were mislaid.

Q. Do you know anything about the horses employed in working for that company on the university grounds?—A. No, sir; excepting that I paid for them.

Q. The buildings, or sheds, for that work, I suppose, were put up early, at the beginning of the work?—A. I do not remember.

Q. Were you not the superintendent for the first four months?—A. O, no, sir.

Q. And you do not know whether those sheds were put up within those first four or five months, or not?—A. I do not remember anything about it; I think very likely they were.

Q. If they were put up then, who would have done it?—A. The superintendent.

Q. Who was the superintendent?—A. His name was—well, I think Vanderburgh, or Vanderbilt, or something of that sort; I can not recollect the name exactly. He went to Europe a short time afterward. He was superintendent on the ground while I was manager of the business.

Q. Were you not there every day?—A. Oh! no, sir; sometimes twice a week, sometimes once a week, sometimes only once in two weeks.

Q. We have a deed here, executed by General Howard, and in favor of yourself and several others, for a part of square 1025, and the square south of square 1025, in this city; was that land paid for in cash?—A. No, sir.

Q. How then?—A. In notes.

Q. Given by whom?—A. By myself.

Q. In the name of the company?—A. I suppose so.

Q. How long to run?—A. One and two years, or two and three years; I am not clear which.

Q. Are any of them due yet?—A. I think they are.

Q. Are not two of them due?—A. I do not recollect their dates.

Q. Have you any security of any kind for the payment of that money?—A. I have the notes.

Q. Notes are not security; they are only evidences of indebtedness, and there is a great difference, unfortunately. Have you no security on the land?—A. I do not recollect.

Q. Have the purchasers done anything toward improving that land?—A. No, sir.

Q. Has anybody?—A. Yes, sir.

Q. Who?—A. Another man by the name of Van Derberg, I think.

Q. Under whose direction?—A. I do not know. Shall I state the facts in the case? I was informed —

The CHAIRMAN. State only what you know.

WITNESS. Well, I saw Mr. Van Derberg at work on the land. He went there without my knowledge. I went and asked him to explain to me why he was there. He said he wanted a certain amount of dirt to fill into a ravine which he had contracted to fill. I told him he must not take the dirt from our land. He said, "If you will give me the dirt on this side of the hill for my ravine, I will in return fill up your land on the other side."

Q. And that was the way in which you were paid?—A. Yes, sir.

Q. You let him take dirt from one part of your land to fill up a ravine on another part of your land?—A. No, sir; the ravine was not on our land.

Q. Then I do not exactly understand your answer.—A. He took dirt from our land to fill up a ravine *not* upon our land; and then brought dirt from another place and filled up another part of our land.

Q. Do you know anything of the dirt taken from your land, where it went?—A. No, sir, I do not know; I only know what the agreement about the matter was.

Q. Now, was not that land considerably above grade?—A. It was; and consequently we estimated the extra quantity of dirt valuable for filling in, and wanted all of it.

Q. You had high and low land both, then?—A. Yes, sir.

Q. Was not the square south of square 1025 under water?—A. Part of it.

Q. And that you wanted filled up?—A. Yes, sir.

Q. Was it so filled up, in point of fact?—A. In point of fact, I do not know.

Q. Was there any street leading to that place?—A. Yes, sir, Virginia avenue.

Q. But was there any road opened east of it or west of it?—A. I think so, sir; I think Twelfth street opens directly into it.

Q. I mean running alongside of the square?—A. Well, as to that, the map would be better authority than I.

Q. I do not mean laid out on the plat; I mean opened, filled, and graded, so as to be any sort of a passable street for vehicles?—A. I have not been on the ground for a year; but when I did go I went with a vehicle.

Q. Are you sure that you did not go over the bridge?—A. All the points are not clear in my mind.

Q. Was there not a bridge constructed, over which the cars passed to haul the dirt, and did you not cross on that bridge?—A. I could not, for the life of me, answer that question.

Q. How long have you been connected with the Freedmen's Savings Bank in this city?—A. Since the 2d day of May, 1867.

Q. Was that the origin of the bank?—A. No, sir.

Q. Who previously occupied the position to which you were then elected?—A. Mr. D. L. Lambert, of New York. The institution was removed here from New York.

Q. State whether or not the Freedmen's Bureau assisted in fitting up the rooms for that bank.—A. I do not know, sir; I believe so.

Q. State whether all the expenses were not paid by the Freedmen's Bureau.—A. No, sir, they were not.

Q. Were any of the officers or clerks of that bank paid by the Freedmen's Bureau?—A. No, sir.

Q. None?—A. Not for our work, sir.

Q. I do not mean for your work, but for work in that place?—A. I do not know, sir; none for working in the bank, surely.

Q. Who is cashier in that bank?—A. William J. Wilson.

Q. Do you not know that he has received compensation for his labor there from the Freedmen's Bureau?—A. I do not. I have no knowledge that any man has received a cent.

Q. Is that bank a public depository?—A. No, sir.

Q. Do you know whether or not any of the funds belonging to the treasury of the United States, or to the Freedmen's Bureau, are on deposit there, or ever were?—A. There may have been for a single day; but I do not know as there has, even for so long as that.

Q. You do not know, then, whether in point of fact any United States paymaster or other public officer having charge of the moneys of the United States have deposited them in that bank?—A. No, sir; I do not know anything of the kind.

Q. Do you know anything about the payments for the purchase of the Barry farm?—A. Not the least in the world.

Q. Have you any knowledge of the payment of fifty thousand dollars on a check of General Balloch's to General Howard, Senator Pomeroy, and Mr. Elvans, as trustees, in that connection?—A. I have not. I never even heard of it before, sir.

Q. Has not your bank at some time been employed as the disbursing agent of the bounty fund?—A. No, sir.

Q. Is that, or not, a public fund?—A. Certainly it is a public fund.

Q. What officer of the United States draws the check upon which payments are made?—A. General Balloch. But we do not get them; we simply pass them through the bank. We never touch the funds.

Q. General Balloch draws the check in your favor?—A. I can explain in a minute, with permission of the committee. The party who is to receive the money is in Richmond, for example. He signs a receipt, the certificate being made out by the Second Auditor and Second Comptroller; he signs a receipt for the money, at the bank, we will say, in Richmond; that receipt comes to General Balloch; General Balloch issues his check for the amount of that bounty, and sends it to our cashier at Richmond, through me, and that cashier pays the money on that check, and the man takes his money. There you see all our agency in the matter.

Q. You are merely employed by the party entitled to receive money as agents to collect it?—A. In the manner that I have explained, sir.

Q. And money is deposited in your bank to be drawn out on checks in favor of these bounty claimants?—A. Not to my knowledge, sir. Perhaps that requires a word of explanation. For instance, it is arranged that twenty men shall be paid at a certain day at one of our branches; the money would lie in our bank during that day until they came to take it.

Q. You are merely agent for the collection of that?—A. Exactly.

Q. State whether or not money is ever deposited in your bank by one or more officers of the United States government, to be drawn out by him in his public capacity, and upon which you allow interest to the depositor?—A. No, sir; never to my knowledge.

Q. How many accounts does General Balloch keep in your bank?—A. I do not know, sir.

Q. Has he any account there in the name of the trustees of the Barry fund?—A. Possibly; I cannot say, sir.

[Witness was directed to produce before the committee at its next session a number of documents.]

WASHINGTON, D. C., May 17, 1870.

D. L. EATON—Examination continued.

By Mr. BRADLEY :

Question. Have you brought with you the books of the Building Block Company?—
Answer. Yes, sir.

Q. Let me see your stock entry.—A. (Exhibiting the account.) I desire to say, in reference to these books, that a great many vicissitudes occurred in reference to them. After having them in my hands a few months they were turned over to Mr. Bliss, who kept them, but let them get behind. They were in his hands till the time of his death, when we found they were very much behind, and consequently a good many items were subsequently written up, as well as we could, from the minutes that we found in his papers. Our papers were, a good many of them, lost; a good many mislaid; so that we never have been able to find them. I will say, in reference to Mr. Clarke, what I should have said yesterday, that he held his position but a few weeks, and then transferred his stock to Mr. Bliss, so that Mr. Bliss became really the active man of the concern.

Q. Where is the account showing what stock each party had?—A. This is it, (pointing it out.)

Q. This account exhibits only the amount of credit to each stockholder for money paid in?—A. Yes, sir. This item of \$8,000 represents the \$7,500 which General Howard paid for the right of manufacture here, and \$500 which the company owed General Howard for money borrowed. I said yesterday that the agreement of General Howard to the transfer was on the 23th of August; the entry here is of the 30th of August. The patent was made over to us previous to that, and the company agreed to it before any transaction had taken place in the sale of materials. That I recollect distinctly from a conversation I had with General Howard, in which he advised with me in reference to it. I told him I thought he would do well to transfer his interest, as he said that the trustees of Howard University had decided, or were about to decide, as he thought, that they would take this material for the building of Howard University. Subsequently this note was made out.

Q. Is that all the paper in existence showing that transaction?—A. That is all that I know of.

Q. By this account General Howard is credited, on the 9th of July, with \$1,000, received from Mr. Clarke, and is credited, on the 30th of August, with \$3,000 in bills payable; what bills payable were they?—A. That was the note for \$3,000 which I spoke of yesterday.

Q. Was that note given to General Howard?—A. Yes, sir.

Q. Has it been paid?—A. To the best of my knowledge and belief, it has been. There is an indorsement upon it which I made myself; but with the exception of that time I never have seen the note since.

Q. Do you know anything about it?—A. I do know that this payment of \$3,034 01 was indorsed on the back of it on October 22, 1867.

Q. Explain that account to the committee, (referring to an account of which the following is a copy:)

		Dr.	
July	9.	To S. M. Clarke.....	\$1, 000 00
		(This was transferred immediately subsequently to Mr. Bliss.)	
August	30.	Bills payable.....	8, 000 00
1868.			
October	22.	B. B. C.....	4, 350 34
		Making.....	13, 350 34
		Cr.	
1867.			
May	2.	By cash.....	\$7, 700 00
June	5.	By cash.....	500 00
	15.	By cash.....	1, 000 00
October	23.	Paid for stone.....	200 00
	26.	Paid for stone.....	500 00
Dec.	2.	Paid for stone.....	500 00
October	22.	By interest on above amounts to date.....	66 33
		By bills payable and indorsed on note.....	3, 084 01

The last claims that you have read, are they or not credit for moneys advanced by General Howard for the company?—A. Part of them are, and part of them are cash paid for material sold to him for his house.

Q. Then do you charge the material on the other side against him?—A. We have credited him with his stock, and charged him with what we gave for it.

Q. I ask you whether you have charged him with the material?—A. Yes, sir; they are charged here. This \$3,084 01 is for various amounts of material that we delivered to him.

Q. On what side of the account is that?—A. It is charged to him; it comes in as an offset to his account.

Q. Where is your *per contra* for the materials furnished?—A. Perhaps the book-keeper who made out the book can explain better than I can; my understanding is that there is one side of the account and there is the other side.

Q. Is there any day-book?—A. Yes, sir; here is the day-book.

Q. Turn to the following item: "October 23, received for stone \$200." Where is the charge for the stone?—A. I do not know.

Q. Turn to the following item: "October 26, on account of stone \$500." Is there any charge for that stone?—A. I do not know of any.

Q. Turn to the following item: "December 2, received for stone \$500." You do not find any charge in the books for stone delivered to him?—A. No, sir; that is all that there is.

Q. Turn to the following item in the ledger: "October 22, interest on the above amounts, \$66 33." Is there any such entry in the day-book?—A. No, sir.

Q. Turn to the day-book and see if there is any entry there of "bills payable, amount indorsed on note \$3,084 01?"—A. I do not see it; I have no doubt that the book-keeper who made the figures can explain them better than I can. Much of the business, as I have explained, that was transacted subsequently to the closing up of the company, was transacted in an entirely informal way. We found the books in this mixed up condition and did the best we could with them.

Q. Let me call your attention to the other side of the account: "October 22, 1868, B. B. C., \$4,350 24." I want to know what that means?—A. The figures are there; I cannot explain the details; I can only take the book as I find it.

Q. State from your personal knowledge, or refer us to the source of information, as to when and how this \$8,000, bills payable, was paid?—A. It was paid to a great extent (at least that portion which I paid was) in an offset for material delivered to General Howard.

Q. Is there any account showing that transaction?—A. I do not know of any but that.

Q. How and when was this item of \$4,350 34, of October 22, 1868, paid?—A. I think by materials delivered.

Q. In October, 1868?—A. Yes.

Q. Have you any books to show that charge against General Howard?—A. I have not.

Q. Do you mean the committee to understand that Major Clarke paid to the company, on the 9th of July, \$1,000 on account of stock which he purchased from General Howard?—A. Yes, sir; he gave his note.

Q. To the company?—A. I think so. Mr. Clarke never came into the company as an active partner, but simply held the stock for a few weeks under advisement, and then transferred it to Mr. Bliss.

Q. Then he gave his note to the company for \$1,000 on account of stock which he purchased from General Howard; is that so?—A. I am not certain.

Q. Show to the committee any place in the books which shows that General Howard had \$10,000 of stock.—A. He had \$7,500 for the patent right, and \$500 which he loaned to the company, and \$2,000 in stock.

Q. And where is the \$2,000 in stock shown?—A. (Pointing it out in the account.) There is \$1,000 and there is \$1,000.

Q. This account shows the amount paid by the several members of the company into the company?—A. Yes, sir.

Q. And this is the only account which shows the interest that each one of the partners had in the company?—A. I think it is.

Q. In point of fact, did Mr. Alvord pay \$1,000 to the company on the 20th of May?—A. I think so.

Q. In point of fact, did you pay in \$1,000 or did you give your note for it?—A. I gave \$1,000 in cash, and subsequently another \$1,000.

Q. Why is that left out?—A. For the reason which I have explained, that the books and the accounts, owing to circumstances attending the history of the company, became completely mixed up; and after Mr. Bliss died we sought to get some statement of our affairs, to show whether we had any assets; and in that way the books are behind.

Q. The additional \$1,000 that you speak of, was it additional stock or was it money that you loaned to the company?—A. It was stock of the company. I paid \$2,000; that is to say, I paid \$1,500, and \$500 was allowed me for extra services.

Q. And I understand you to say that Mr. Kimball, on the 29th of June, paid \$1,000 in cash to the company?—A. I think so.

Q. If he purchased that \$1,000 of stock from General Howard, why should he pay \$1,000 to the company?

General HOWARD remarked that Messrs. Bliss and Kimball took his stock; that the arrangement was made with one of them so that \$1,000 should be paid back to him, and the other \$1,000 paid directly to the company.

WITNESS. I wish to say again in reference to the misfortunes attending on this company, that we strove to keep our books correctly, but circumstances interfered which left our books in a condition where we could only approximate correctness, and we did it to the best of our ability. There are a good many items in them which I cannot explain, but which I know to be correct. They were transactions taken down at the time, as far as possible.

Q. Is this purchase of square south of square 1025 and of the half of square 1025 entered anywhere on the books?—A. I have not examined; I suppose so. That ground was bought for the purpose of removing our machinery and works to it.

Q. You gave the company's note for it?—A. Yes, sir.

Q. At the time of that purchase, had the company any funds at all?—A. I do not recollect.

Q. Think a moment whether the company had any funds on hand at that time.—A. I cannot answer what I do not recollect.

Q. You were the treasurer of the company?—A. Yes.

Q. And you cannot recollect as far back as a year ago last October whether the company had funds?—A. I would not dare to swear that I recollect it.

Q. Were you in funds half the amount of that purchase?

WITNESS. Do you mean actual cash on hand?

Mr. BRADLEY. I mean cash on hand or available matter which you could turn to cash at any time.—A. I should say we were.

Q. And you gave notes for \$5,000?—A. Yes.

Q. Was that done by consultation with the company, or on your own authority as treasurer of the company?—A. By consultation; that is my recollection.

Q. And you cannot state whether any one or more of those notes have been paid?—A. I am informed—

Q. You are the treasurer of the company?—A. Yes, sir; but a great many transactions that have occurred in the winding up, or the attempt to wind up, this affair, have been done without my knowledge; that is, the money has not passed through my hands.

Q. As treasurer of the company, when money has been paid, were the receipts for it turned over to you or not?—A. I should say they were ordinarily; but I dare say there have been cases where they were not.

Q. Have you ever received any of those notes since?—A. I do not think that I have ever since seen the notes that we gave for square 1025.

Q. The notes given to General Howard for his interest in the company—have they been paid?—A. I think they have.

Q. Are any of them in your possession?—A. They are not in my possession. It was one note only, for \$3,000.

Q. Where is that note?—A. I do not know.

Q. Was it in your possession when you made an indorsement on the back of it?—A. It was in the possession of General Howard; I went to his room and made up a statement of debts and credits, and struck a balance, and the balance was so much in our favor, and I indorsed it on that note; I recollect that very distinctly.

Q. The balance on the general account was in your favor, and you indorsed that on the back of the note?—A. Yes; on the note for \$3,000.

Q. Can you recollect whether or not that transaction was at the date you speak of—the 22d of October, 1868?—A. I think that was the date.

Q. If that was so, explain how it is that this entry is on the 22d October, 1867.—A. I should say, comparing that entry with the entry on the other side, that it is 1868.

Q. If that note has not been paid, does General Howard hold it?—A. I do not know where it is.

Q. It was in his possession when that indorsement was made upon it?—A. Yes, sir; he held it until it was paid.

Q. In whose handwriting is the account of 15th June, 1867?—A. I recognize that as Mr. Stickney's handwriting.

Q. And in whose handwriting is the account from October 23 to December 22, 1867?—A. I think in Mr. Stickney's.

Q. And the last item of October, 1867, which you think ought to be 1868, is also in his handwriting?—A. Yes, sir.

Q. In whose handwriting is the entry on the opposite side of the item of 9th July?—A. Mr. Stickney's also; I think that this whole account is in Mr. Stickney's handwriting.

Q. I asked you yesterday whether you got pay for the material employed in the con-

struction of the dormitory buildings that fell, and you could not answer that question from memory; look at the books and see whether you were not paid for the materials thus destroyed as well as for that which you put in afterward.—A. I cannot distinguish it.

Q. Do you find any credit anywhere in that book for the material thus destroyed?—A. I do not distinguish anything here of it.

Q. Is there any account there for material delivered for the construction of the university or of the dormitory, showing the amount of the material delivered, and the price at which it was delivered?—A. There are vouchers; I do not know that the quantity and the prices were set forth at length; the price was \$40 a thousand.

Q. Then I understand you that you have no book showing the amount of material delivered for the Howard University, and the price at which it was delivered?—A. Here is the book showing the various amounts of money received for material; the bills were made up in detail and receipted, and then the amounts were carried into this book.

Q. Have you any account showing the amount of material delivered, and the price at which it was delivered?—A. Only this book.

Q. Does that book show the amount delivered and the price at which it was delivered?—A. No, sir; we have an account in the shape of bills made out; it is not in this book, except the amounts as paid over.

Q. Who is in possession of the vouchers of that company, for moneys paid to that company?—A. General Balloch, I should say.

Q. What has General Balloch to do with it?—A. I do not know what is his particular relationship,

Q. Are you in possession of a large portion of the vouchers showing what payments were made?—A. I think there are some. As I told you, they were in the hands of Mr. Bliss, and when he died they were scattered, and it was impossible to collect them all.

Q. When did Bliss die?—A. In April, 1869.

Q. Who has paid money to the company since that time? [I must have incorrectly heard this question—REPORTER.]—A. Different persons. Mr. Kimball has paid some. I have occasionally paid some small bills.

Q. Who has been treasurer since Mr. Bliss's death?—A. I have acted as treasurer.

Q. Where was your account kept?—A. Such money as was paid in was kept at the Freedmen's Savings Bank.

Q. Who drew the checks?—A. If checks were drawn, I drew them.

Q. Out of what fund did Mr. Kimball pay the debts of the company?—A. Out of the money arising from the sale of material—sand, or something of that sort.

Q. Would he turn over to you the proceeds of the sale of material, or account to you for them?—A. He might, or he might not. He would probably give me notice; he ought to do so.

Q. Where is Mr. Kimball?—A. I understand he is in California now.

Q. Is he connected with the Freedmen's Bureau in any way?—A. I do not know, sir.

Q. Was he at that time?—A. I think he had something to do with it.

Q. Who transacted the negotiations for the purchase of that land—the square and half square?—A. They were transacted between the company and General Howard.

Q. Who had the conference with General Howard?—A. I had some of it, sir.

Q. From whom did the proposition come?—A. I do not remember exactly—I think from me.

Q. Did you know anything about the land?—A. I looked upon it as a good place for our business. I looked at it before we began business at all. I also looked at a place below the bridge.

Q. What place below the bridge?—A. At the foot of New Jersey avenue—that is, where the avenue strikes the river. The land belongs to a Mr. Kelley, I believe. We finally made up our minds in favor of the university ground, on account of the sand-bank there.

I wish to make a correction in my testimony given yesterday. I was asked whether any contracts were signed in relation to the delivery of material? I replied, none. But I now recollect that one contract was made.

Q. With whom?—A. With General Howard.

Q. When?—A. About the end of December, 1867.

Q. A written contract?—A. Yes, sir.

Q. Where is that contract now?—A. I do not know sir.

One other thing I wish to refer to. You asked me who made out the bills for material. I replied that they were made out by the man who delivered the material. I may have left the impression that I never made out any bills. I will say that I may have made out some. I do not remember any. But there may have been occasions when the man in charge would report such and such material sold, and I would make out the bill. I signed receipts for all.

You also requested me to look at the account, and see who paid for the fitting up of the Freedmen's Savings Bank. I find, on examination, that General Howard gave us.

a room in a building which he had, that General Whittlesey had a corner, a desk, there; that we occupied that room in common. I also find that General Whittlesey's clerk was put into that bank—to which your question referred, I presume; at any rate, he assisted me for a time, and subsequently became a clerk in the bank.

It may assist in making some points in this connection a little more clear to the committee to explain that we have occupied four different places. First, in the cellar, or basement, if you choose to call it so, of a building at the corner of Nineteenth and I streets; that was before I was connected with the company. When I was chosen actuary of the company, I went into a new office, corner of Nineteenth street and Pennsylvania avenue.

Q. How was that office fitted up?—A. With a counter and stove.

Q. I mean at whose expense?—A. I never knew; I presume at the expense of the bureau.

Q. Who paid the rent?—A. I do not know that; I know I paid \$16 per month for it.

Q. To whom?—A. To Mr. Evans.

Q. He was the owner of the building?—A. Yes, sir. Well, when we removed from that building we went to No. 472 Seventh street. The counter, and the stoves, and the other material of that kind we had, we turned over to the bureau. Our rooms there we of course fitted up at the expense of the bank. So also with regard to our present office. We have had no business arrangements with the bureau further than I have mentioned.

By Mr. KETCHUM:

Q. You stated that you live on the university grounds. By that do you mean grounds now owned by the university, or grounds purchased from it by you?—A. Grounds purchased by me. I live on what is generally known as the Smith farm.

Q. You said that you were a member of the American Building Block Company. Is there any such company in existence in this city as that?—A. I do not think I quite understand the meaning of your question.

Q. When you say you are a member of the American Building Block Company, do you mean an association legally incorporated here, or do you mean a private company—this partnership which you distinctly described?—A. Yes, sir; that is what I mean.

Q. You did not do any work under the name and title of the American Building Block Company?—A. O, no, sir.

Q. Then, sir, that was a partnership, and not a corporation?—A. Yes, sir; a partnership only. We proposed, however, to get an act of incorporation passed.

Q. But did not?—A. No, sir.

Q. Then, you say, General Howard withdrew from the partnership—sold out?—A. Yes, sir.

Q. When did you first supply building block to Mr. Harvey for the university building?—A. On the 5th of September, 1867. We had verbal contracts with other parties in the city—Mrs. Winslow and —

Q. Never mind about that; I only wanted to know a single point. You say your first building block was supplied to Mr. Harvey on the 5th of September?—A. I think so; I judge from the book.

Q. Have you any recollection on that point?—A. I have a distinct recollection that we did not furnish any before September. That is the best of my recollection—the 5th of September—and I believe it to be correct.

Q. Has the Freedmen's Savings and Trust Company any connection with the Freedmen's Bureau?—A. Not that I know of; it has a distinct charter of its own.

Q. Did you ever hear that the Building Block Company sold block for less than \$40 per thousand?—A. No, sir; and I know that it never did—at least not until we ceased business. Some of the debris of the yard has been sold for less.

Q. I would thank you to state what services have been rendered by your bank or its branches to the Freedmen's Bureau.

Mr. BRADLEY objected.

Mr. KETCHUM. Mr. Bradley asked in regard to this subject, and he having introduced it, I have a right to show what that service was.

Mr. BRADLEY. I asked no question in regard to the subject. What was said on that point came out voluntarily on the part of the witness.

A. We have served as agents in the payment of bounties in Richmond, Norfolk, Charleston, Savannah, Jacksonville, Mobile, New Orleans, Vicksburg, and Louisville. We have opened our books for the identification of individuals, our books containing a very complete record of persons and families. We have given the bureau rents of our bank buildings, they sharing one-third, one-quarter, or one-eighth of those rents. For instance, in Richmond we pay \$1,300 for rent of a building, one room of which we rent to the bureau for \$20 83 per month. In one way and another, according to my calculation, we have saved to the government \$10,000 in the last two years. The pension department has had to do much of its work through us, also.

Q. By what means have you saved the government \$10,000?—A. By our services of

the nature described above, and other services, which would otherwise have been performed by officers chosen and paid by the bureau for that purpose.

Q. What is done in New York by the bureau in respect to any officer you have there, or by any such officer in respect to the bureau?

Mr. ROGERS objected.

Mr. KERCHUM. Our object is to show exactly what is paid by the bureau in New York, and for what services.

After considerable discussion among the members of the committee as to the propriety of the question, the witness was finally directed to answer.

A. Our cashier in New York is the agent of the bureau there; we pay him for his services, in part; the bureau, I suppose, pays something for his services to them.

Q. How much do you pay him?—A. Seven hundred dollars a year.

Q. How much does the bureau pay him?—A. Eight hundred dollars a year, I think; I will not be sure.

Q. He receives that from the bureau as agent for the bureau?—A. Yes, sir.

Q. I understand you to say that you pay bounties in various places, which you enumerated?—A. Yes, sir.

Q. To whom are the checks made payable?—A. To the order of the bounty claimant.

Q. No fund comes into your bank from this source?—A. No, sir—except that if, after it has passed into the hands of the claimant, if he sees fit to deposit with us, he may do so.

Q. Does not the claimant, as a general rule, leave his money with you, and draw from time to time?—A. I cannot say whether they do that as a *general* rule; it is certainly often done.

Q. How much interest does your bank allow?—A. Our bank is a mutual bank; all the profits, above the expenses, are divided among the depositors. These have hitherto amounted to what would be equivalent to interest at five per cent. per annum. In fact, we make the division quarterly—one and two-thirds per cent. every four months. This applies to all depositors of \$5 and upward.

Q. And all above five per cent. goes for your own benefit?—A. No, sir; if we had any profits further than that, it would be so much the more to be divided among the depositors; we get our salaries, and pay the necessary expenses of the institution; all the rest the depositors get.

Q. Do you do a discount business?—A. No, sir.

Q. How, then, do you make your profits?—A. Principally from United States bonds.

Q. Do you loan money?—A. The sixth section of our charter allows loans on call of a certain proportion of the amount held by us. The law allows us to loan on call one-third of our money on hand, but we never have done that, or anything like it. During the past four years, the amount deposited with us has been about, in round numbers, \$13,000,000; of this, \$1,000,000, or thereabouts, remain on hand.

Q. One-third of which you are allowed to loan on call?—A. Yes, sir; but nothing like that amount is ever loaned.

Q. What proportion has been actually loaned?—A. Never over about one-seventh.

Q. Is there anything to regulate the rate of interest of your money loaned on call? (Reply not heard.)

Q. You have opened books for the recognition of persons claiming bounty. I do not know that I understand exactly what you mean.—A. I mean in this way: In the South, as you probably all know, a large proportion of these colored men have no names, except Tom, Bill, or Sam; when one of these men comes to deposit his money we require him to give a record of himself—who was formerly his master; whether he has a wife and family; if so, his wife's name; the names of his brothers and sisters, &c.; everything that can go toward making out a full description by which he may afterward be identified.

Q. Do you mean to say that you take proof of the identity of persons claiming bounty?—A. We take proof of the identity of persons whenever they make a deposit in the bank.

Q. But a man who comes there claiming to be entitled to the bounty?—A. He must first identify himself before he can get his check. We want the money to go to the right man.

Q. What proportion of the whole amount does the Freedmen's Bureau pay of the rent and expenses of the savings bank?—A. I could not state without a little calculation. I can give you the items separately if you wish.

Q. Never mind that; give us the gross amount.—A. I should say \$230 a month is about what the bureau pays our agents for transacting the bounty business. I say that on the spur of the moment.

Q. We would like something a little more accurate than an estimate made upon the spur of the moment. How long would it take you to furnish us a full statement?—A. Perhaps two minutes.

Q. O, well; let us have it.—A. The total amount is \$293 a month.

Q. Now, what are the expenses for rent and for salaries of those officers throughout

the whole land?—A. One hundred and seven thousand dollars, as near as I can make it now, during the year 1869.

Q. How much a month would that be?—A. A little less than \$9,000.

Q. And what proportion of your expenses would the bureau pay?—A. About $\frac{1}{3}$ part.

By Mr. BRADLEY:

Q. Tell me the manner in which you reach it, that the Freedmen's Bureau saves \$10,000 a year by the employment of officers of the savings bank.—A. I calculate it on the strength of the fact that otherwise the government would have to appoint and pay officers of its own to take the place of our cashiers. There would have to be an officer placed at each of the various branches. At several of the branches nothing is paid to the cashiers of our banks whatever for their work.

Q. How many places are there where there are savings banks and no national banks or ordinary banks of the country?—A. I think there are two places where we have branches and there are no United States banks.

Q. In regard to the payments of bounties of white persons. Do those payments pass through your banks?—A. No, sir.

Q. Do you not know that the same sort of service which you perform for colored men is performed by other banks for white men without charge?—A. I do not know it.

Q. Now, in regard to the Pension Office. What do you do for that?—A. Where they have asked us, we have paid pensioners the same way. They failed to get the pension into the hands of the rightful owners on account of intervening parties. The chief clerk of the Pension Office came and asked me if we could help them.

Q. Have you savings banks in Kentucky?—A. We have one at Louisville.

Q. Do you know anything about the payment of bounties and pensions at Louisville?—A. We do not pay pensions at Louisville; we do pay bounties.

Q. Do you not know that the rights of colored people to pensions are bought up in the same way as those of other people?—A. I do not know.

Q. Do you transmit to the Freedmen's Bureau the proofs of recognition of these parties?—A. No, sir. The party identifies himself at the bank on signing a receipt; he has to sign the receipt and send it to the party before he could get his pay.

Q. Do you ever have anything to do with aiding his recognition at the time of signing the receipt?—A. Yes, sir.

Q. Is not the recognition proof before other officers?—A. I suppose so.

Q. Do not the vouchers accompany the receipt?—A. Yes, sir.

Q. The proof of the identity of the party, is not that made before the receipt is given, or have you nothing to do with that?—A. Our cashiers have. They have to know that the man who signs the receipt is the man who should sign it.

Q. By whom is the receipt sent to you?—A. By the agent of the bureau.

Q. Exactly; and that agent of the bureau takes proof of the identity of the man?—A. I cannot say exactly as to the *modus operandi*.

Q. What proof does your cashier require when he takes the man's receipt?—A. Such proof as is satisfactory to his mind. He furnishes much of the proof from his books, as I have before explained.

WASHINGTON, D. C., May 18, 1870.

D. L. EATON recalled and examination continued.

WITNESS. The \$3,000 note which Mr. Bradley called for yesterday I have found, after much search, (presenting the note and annexed papers to Mr. Bradley.) The indorsement to which I referred yesterday is the one at the top.

By Mr. BRADLEY:

Question. Where did you find this note?—Answer. It was sent to me by Mr. Alvord, by messenger. I found it at my house yesterday afternoon when I went home. I previously searched for it among my papers which I had in the office.

Q. These papers were annexed to it when you found it?—A. Precisely as it is now.

Mr. BRADLEY read the note, as follows:

"\$3,000.

WASHINGTON, August 30, 1867.

"We promise to pay to O. O. Howard, or order, thirty days' sight, in consideration of all his right, title, and interest to and in the Washington Building Block Company, eight thousand dollars.

"D. L. EATON & CO."

The above note was properly stamped and was indorsed as follows:

"OCTOBER 22, 1868.—Received on the within the sum of three thousand and eighty-four dollars, (\$3,084.)

"O. O. HOWARD.

"Pay to the order of General R. K. Scott.

"O. O. HOWARD.

"R. K. Scott.

"DECEMBER 24, 1868.—Paid General R. K. Scott one hundred and seventeen dollars and five cents, (\$117 05.)"

Mr. BRADLEY also read the following papers annexed to the note:

"WASHINGTON, D. C., *May 18, 1869.*

"Received of D. L. Eaton & Co. fifteen hundred and sixty-three dollars and eighty-nine cents, to be indorsed on note against them of \$3,000, given October 30, 1867.

"O. O. HOWARD.

"\$1,563 89."

"WASHINGTON, D. C., *May 21, 1869.*

"Received of D. L. Eaton & Co. \$300, to be indorsed on note against them of \$8,000, given October 30, 1867.

"O. O. HOWARD."

"WASHINGTON, D. C., *July 10, 1869.*

"Received of D. L. Eaton & Co. \$1,500, to be indorsed on note against them for \$8,000, given October 30, 1867.

"O. O. HOWARD,

"Per J. A. SLADEN,
"Aide-de-Camp."

"WASHINGTON, D. C., *July 27, 1869.*

"Received of D. L. Eaton & Co. \$500, to be indorsed on note against them of \$8,000, given October 30, 1867.

"O. O. HOWARD.

"WASHINGTON, D. C., *August 17, 1869.*

"Received of D. L. Eaton & Co. one hundred and fifty dollars, to be indorsed on note against them of \$8,000, given October 30, 1867.

"O. O. HOWARD.

"\$150."

"WASHINGTON, D. C., *August 21, 1869.*

"Received of D. L. Eaton & Co. fifteen hundred and eighty-five dollars and seven cents, to be indorsed on note of \$8,000 against, and which pays, the note and interest.

"O. O. HOWARD."

Q. From that note and these receipts can you inform the committee by whom these payments were made?—A. The handwriting of the receipts is that of Mr. Kimball.

Q. Do you state it to be Mr. Kimball's from your own knowledge?—A. I state it from my knowledge of his handwriting.

Q. When did Mr. Kimball leave here?—A. I cannot say; I think in October; I am not certain.

Q. Can you explain the circumstance of a portion of these payments being made to R. K. Scott?—A. I only know what I have heard.

Q. You say this note was sent to you by Mr. Alvord?—A. Yes; I found it at my house in an envelope. I asked where it came from, and ascertained.

Q. Was there any letter or other document accompanying it?—A. No, sir; nothing except the envelope that accompanied it, (handing the envelope to Mr. Bradley.) Those pencil-marks on the envelope are mine.

Q. Did you put any money into the hands of Mr. Kimball to make any of those payments?—A. I do not know, sir.

Q. When you say you do not know, do you mean that you have no recollection of it?—A. I mean this: Mr. Kimball may have got the money from me for that purpose, and I not have known for what purpose he got it.

Q. From what source did your company receive any money, except from moneys furnished by subscribers to the stock, each paying in his portion of capital, and from the sale of material?—A. From the source you have mentioned, and from the sale of sand.

Q. State whether or not the capital and the proceeds of your work were absorbed by the business.—A. They were, sir, unless you consider the real estate.

Q. I speak of the cash account.—A. Yes, sir.

Q. If, then, you put money into Mr. Kimball's hands to make any of those payments, from what source did you get the money?—A. I do not say that I did put any money into Mr. Kimball's hands.

Q. You said it was possible.—A. Yes, sir; it is possible. I wish it to be distinctly understood that I do not know that I ever paid a cent for any such purpose.

Q. Was there any account between the company and Mr. Kimball?—A. Our business has never been closed.

Q. Have you ever seen any account with Mr. Kimball for the payment of this amount of money to General Howard?—A. I have never seen any except what is in that book.

Q. I refer you to the account of Mr. Kimball, on page 24 of your ledger. I find here an entry under date the 29th of June, "By cash, \$5,000." What does that mean?—A. I expect Mr. Bradley will remember that the books passed out of my hands —

Q. I speak of your own personal knowledge.—A. I do not know, sir.

Q. When we adjourned yesterday we were speaking of this savings bank. You are actuary of the savings bank here; is this the principal institution, and the others branches, or not?—A. The principal office is the one I occupy; the branch office is in the same building, immediately in front of the principal office.

Q. The principal office is here in Washington?—A. Yes, sir.

Q. Are not all the other offices subordinate to yours?—A. All the branches are.

Q. Do you or not receive returns from the various branches of their business?—A. I do.

Q. Can you state whether the business is transacted in the branch offices as it is here?—A. It is my belief, sir, that it is; more business is done here than at some of our branches.

Q. State whether or not there are a number of private depositors in the bank here.—A. They are all private depositors, sir.

Q. Are there not a number of private persons who deposit in your bank independent of the freedmen?—A. Yes, sir.

Q. Does not your bank here loan money?—A. It loans money on call.

Q. Explain what you mean by that term.—A. It is a technical term —

Q. Let me explain what I understand by it, and then you tell me whether my idea is correct. I understand call notes to be something like the following shape: I promise to pay A. B. so much on demand. Is that the idea?—A. That is about it, sir.

Q. Well, do you not receive notes and advance money on notes having a certain number of days to run?—A. Yes, sir.

Q. And do you not receive interest for the length of time those notes run?—A. That may have been done.

Q. Is it not a part of the regular business of the Freedmen's Bank to do so?—A. No, sir; it is not a part of the regular business.

Q. But it may have been done, you say?—A. Yes, sir.

Q. In instances where this has been done for persons outside of the office of the Freedmen's Bureau; that is, where the persons borrowing the money are not connected with the bureau?—A. I think there have; I do not recollect them particularly.

Q. Do you or not recollect instances where money has been loaned to officers of the Freedmen's Bureau on promissory notes drawn by them, having a certain number of days to run?—A. Yes, sir.

Q. When you thus discount notes—for that is discounting—you always take out the interest in advance, I understand?—A. No, sir; that is not always the case; it may have been done in some instances.

Q. When you thus loan money, what security do you require?—A. Government bonds, or stock having a marketable value.

Q. When you thus receive government bonds or stock having a marketable value, do you or not count that as an investment of the money, under the law requiring you to invest money in the bonds of the United States?—A. That was for a long time a ruling of the finance committee.

Q. When did that ruling cease to operate?—A. It continued in operation until perhaps two months ago, when loans began to be made on call under the sixth section.

Q. Now state whether or not you yourself have not borrowed money from the Freedmen's Bank upon such securities.—A. No, sir.

Q. Have you not had any discount at the Freedmen's Savings Bank?—A. No, sir.

Q. Have you not borrowed money from the Freedmen's Savings Bank on any kind of security?—A. No, sir.

Q. Has not General Balloch had a discount there?—A. I do not think he ever had; I do not remember that he ever had.

Q. Has not General Howard had a discount there in that form?—A. Yes, sir.

Q. Has not his brother, Charles Howard?—A. I think not.

Q. Have not General Whittlesey or Mr. Alvord?—A. No, sir; they are trustees, and are prohibited by law.

Q. Have any of the officers of the bureau at the stations where the other branches of

your bank are, obtained loans in like manner?—A. To my knowledge never, sir. No loans are ever made at the branches at all. Every loan is made here; made by the finance committee, of which Mr. Henry D. Cooke is chairman.

Q. I understand you to say, then, that to your certain knowledge no loans are made at any of the branches?—A. If they are, it is contrary to order of the principal officers.

By Mr. KETCHUM:

Q. Was there ever any other note of the amount of \$8,000 made by your block-making firm of D. L. Eaton & Co.?—A. Never.

Q. Is General Howard a trustee of the Freedmen's Savings and Trust Company?—A. He is not.

Q. Was he ever?—A. Yes, sir; for thirty days.

Q. When was that?—A. From the second Thursday in March last until the second Thursday in April last.

Q. You mean he was chosen on the first date and retired on the last?—A. Yes, sir.

By Mr. BRADLEY:

Q. How do you know that there was no other note for \$8,000 given?—A. I know I never gave any other.

By Mr. KETCHUM:

Q. Who signed the notes made by your firm?—A. I did.

Q. And no other person?—A. Not to my knowledge.

The CHAIRMAN:

Q. You state that you are actuary of the bank; please state to the committee the duties of that officer, and the general workings of the bank.—A. My duties are supervisory. Each of the cashiers has to receive the moneys received at the branches where they are, and remit to the principal office here, in Washington, except such a reasonable amount as is required for running the business at the several branches. These moneys, when received here, are invested by the finance committee of the bank in government bonds; except that the sixth section of the charter authorizes that an available fund, not to exceed one-third of the deposits, may be loaned on call or short time. The investments are made by order of the finance committee, which order is ratified by the board of trustees. The investments, as I said, are in government bonds, or stocks having a marketable value, or treasury notes. These bonds are kept in a safe place, and as fast as interest accrues it is taken up. All the money made by the bank, over and above the expense of running it, becomes a dividend to the depositors—the dividends being made three times a year.

Q. What dividends have you paid hitherto?—A. Since the first year after the establishment of the bank, five per cent. per annum.

Q. What amount has been deposited in the principal bank and its branches during the existence of the bank?—A. About \$13,900,000, in round numbers. Of this, \$10,700,000 has been withdrawn, from time to time, leaving a little over \$3,000,000 now on deposit.

Q. What has been the aggregate number of depositors?—A. The whole number, from the beginning, has been about forty-four thousand; the number of depositors now having funds in the bank, as near as I can judge, is about twenty-two thousand.

Q. What have these banks to do with the payment of bounties to soldiers?—A. I believe I explained that yesterday. About three years ago, General Howard consulted me in relation to the convenience of using our cashiers as a medium for the payment of bounties to the bounty receiver. That was, I think, in March, 1867—just subsequent to the act of Congress putting the business into his hands. The cashiers identify the receiver of the bounty at their respective counters, signing a receipt for the money which he is to receive; that receipt is sent hither to the bureau; and when the receipt is in the hands of the disbursing officer—in this case General Balloch—he sends a draft to the branch where the man lives, payable to his order—the claimant's order. The claimant comes forward and indorses that draft, and receives the bounty money. The difficulty before was that the claim agent frequently took more of the money than the soldier to whom the bounty was due; but by this arrangement with our cashiers the soldier gets all his money without the intervention of outside interested parties.

By Mr. McNEELY:

Q. Could you tell the committee, in round numbers, what amount of money due negroes for bounties is now on deposit in your banks?—A. I do not think there is any, sir; I do not know of any.

Q. I thought you said they often took a book, and left the money received by them as bounty on deposit?—A. Yes, sir.

Q. In your estimate, how much money so left by them on deposit, is now in the various branches of your bank?—A. I know very nearly what it is at one bank, and

that is the only criterion by which I can judge; that is the branch at Vicksburg. The whole amount on deposit there is about \$147,000, and the amount of bounties \$52,000. That is in round numbers; I would not wish to be understood as speaking exactly.

Q. What is about the average length of time, per man, that money is thus left in the bank?—A. That would be very difficult to state; to the best of my judgment I should say about four months; some of them leave it there that long, and some of them do not leave it there at all.

Q. You remarked that General Howard consulted with you in regard to the payment of bounties through the cashiers of those banks; are those cashiers agents of the Freedmen's Bureau?—A. No, sir.

Q. Are they paid a portion of their salary by the Freedmen's Bureau?—A. No, sir.

Q. How then does the Freedmen's Bureau compensate them or you for their services?—A. By paying a portion of our rents, as I explained yesterday.

Q. When money received at the bank for bounties is left on deposit by the person entitled to the bounty, when does interest begin to run in his favor?—A. There are three times in the year from which interest begins to run. If a man leaves his money there on the 1st of July, interest begins immediately; if at any time before the 22d, he is still accounted as having deposited it on the 1st, and receives interest from the 1st; but if he should not deposit it until the 23d of July, interest would not commence to run until the 1st of the following November. On the 1st of July, the interest account is made up to cover the preceding four months; and between the 1st and the 22d of July we declare our dividends.

Q. You said that you at one time tried to get this Building Block Company incorporated?—A. Yes, sir.

Q. What name was proposed for the incorporation?—A. As near as I recollect, it was "The Washington Building Block Company."

Q. Are you certain of that?—A. I state to the best of my recollection; I am certain that I think that was the name proposed.

Q. You stated that you furnished some building block for the Colfax School-house.—A. Yes, sir.

Q. Will the books show that?—A. I think so.

Q. Now, who paid for that material?—A. I do not know.

Q. Do the books show that?—A. I think so.

Q. If this book shows that, I would like to have you turn to the account, and show it to the committee.—A. (After examining the book.) This book does not show it.

Q. Then this book does not show all the transactions of the Building Block Company?—A. No, sir.

Q. Would you, as treasurer of the company, have any memoranda of any kind, anywhere, showing who paid for the material used in the Colfax School-house?—A. I really cannot say whether I can produce any memoranda of that kind or not. The papers in regard to these matters are all very much scattered.

Q. You stated, I believe, that General Howard furnished the money to set up the machinery for the manufacture of this building block?—A. I do not think I did.

Q. Where did you get the money to set the machinery going?—A. It came in as stock; I put in myself \$1,000 to start with, and subsequently another thousand.

Q. You said General Howard owned ten shares in the company—one-half the stock?—A. Yes, sir.

Q. How did he pay for that stock?—A. In cash—\$8,000 of it.

Q. But he had \$10,000; how did he pay the other \$2,000?—A. The other two thousand were for shares transferred to Kimball and Bliss.

Q. All the money he actually paid was \$7,500 for the right, and \$500 loaned the company, was it not?—A. And \$2,000 in money besides—making the full \$10,000 for his ten shares.

Q. I thought you said he transferred two shares to Kimball and Bliss?—A. He did, subsequently.

Q. Have you anywhere any memoranda to show that he paid this \$2,000 in cash?—A. I have brought all the books, accounts, papers, and memoranda that I have, bearing upon that subject, here.

Q. I understand you to say that the only use the bank is permitted to make of deposits is to invest in government bonds, and in such call loans as the bank, through its trustees here, at Washington, may direct?—A. Yes, sir; all loans are made here.

Q. What do the branch banks do with the deposits left with them?—A. They send them here, to the principal banks, in drafts—New York funds, usually.

Q. Then the bank at Vicksburg, or Jacksonville, or Tallahassee, Florida, on receiving a deposit, sends it in draft here, to Washington?—A. Yes, sir.

By Mr. TOWNSEND:

Q. This cash account shows \$15,000; you have entered there, \$8,000 as paid by General Howard; then, June 15, \$1,000 paid by him; then, by Kimball, \$1,000; that makes \$10,000 from General Howard, does it not?—A. Yes, sir.

Q. Well, that account shows only \$15,000 of stock. Now turn to Mr. Alvord's account, and see if you do not find \$1,000, which is not charged to that account, but which ought to be?—A. Yes, sir.

Q. Very well. Now turn to Mr. Eaton's account, and see if there is not an amount set down there, which ought to have been in this account, but which is not included?—A. Yes, sir; there is.

Q. Now turn to Mr. Alvord's account, and see if you do not find \$1,450 there, credited to him, but not charged to capital stock?—A. Yes, sir.

Q. Now turn to General Whittlesey's account, and see if you do not find there a credit of \$1,200, which ought to have been charged, but is not?—A. Yes, sir.

Q. Now turn to General Charles Howard's account, and see how much there is there that ought to have been charged to the general account, and was not?—A. Two thousand dollars.

Q. But the account cash has already been charged \$500?—A. Yes, sir.

Q. And there is \$1,500 not charged to the general account, which ought to have been?—A. Yes, sir.

Q. Then you have not been charged \$500, which ought to have been charged as credit on the cash account. Fifteen hundred dollars ought to have been charged to the cash account, that is not charged?—A. Yes, sir.

Q. You said there was \$500 which you were entitled to; that is part of your installment?—A. I do, sir; I put in \$2,000. My account shows: Cash \$1,000, June 5; September, 500; that is, cash, \$500; that makes one share, \$2,000.

Q. How much do all these items make in addition to what is there charged to capital stock?—A. It makes \$20,150.

Q. Those items you find in the cash-book, but not posted in the right place?—A. Yes, sir.

Q. In regard to that balance in the cash-book; where does that come from?—A. It comes from some book that I cannot find.

Q. What is the balance of that account?

Mr. ROGERS objected to Mr. Townsend's manner of examining the witness.

Mr. TOWNSEND. I only want these different accounts straightened up while the witness is here; that is all.

Q. See whether the amount marked here is the same amount marked here.—A. Yes, sir.

Q. Was it a custom of the bank to loan to officers of the bureau?—A. No, sir.

Q. Did the bank ever do so?—A. Not to them as officers of the bureau.

Q. What is the sixth section to which you refer—the one concerning call loans?—A. I think I can quote it nearly in its words:

"The trustees shall as soon as possible after the receipt of moneys, invest them in the securities aforesaid, [in the fifth section,] except an available fund, not to exceed one-third the amount of the deposits, which may be kept on deposit in any bank to be selected by the trustees, in cash, or in such available funds as the trustees may direct."

Q. How are these call loans secured?—A. By United States bonds, or bonds and stocks having a marketable value.

Q. What is the date of this act?—A. March 30, 1865.

Q. To whom were these call loans made; mostly, to officers of the bureau, or to business men outside?—A. I am unable to fix the character of the men; we did not in our business know the officers of the bureau.

Q. Did the Building Block Company break up after the fall of the hospital?—A. Yes, sir, except for the purpose of an attempt to settle up our business. We made no further progress in the manufacture of material. Perhaps some trifling manufacture of stone was made; but the business of the company ceased, virtually, at the time of the accident.

By Mr. ROGERS:

Q. Do you understand those books very well?—A. No; not very well.

Q. The statement given awhile ago, in reference to the account as presented by Mr. Townsend, was that yours or his?—A. It was his statement, with which I agree.

Q. Did you know, before he directed your attention to them, the facts to which you testified?—A. Yes, sir.

Q. Why, then, had you not stated them before?—A. Because I had not been asked before; I answered all the questions that were asked me.

Q. O, no, sir.—A. I stated that \$20,000 had been put into the company as capital.

Q. Yes; but I asked you how it had been put in, and you answered that you could not tell?—A. I do not recollect that answer. I admit that I am not very well posted, and I have several times explained the reason why.

Q. Then you mean now to state that your recollection of those matters is on the suggestion of Mr. Townsend?—A. No, sir; he points me to the figures which he found; but I recollect the facts.

Q. But he seems more familiar with the accounts than you, the treasurer, having charge of the money.—A. That is your inference, sir.

Q. Is not such the fact?—A. It seems so; yes, sir.

Q. Now, sir, you were the treasurer of this Building Block Company; did or not all the moneys belonging to that company pass through your hands?—A. I do not think they all did.

Q. Was the business of this company conducted in the ordinary manner of business with stock companies generally?—A. Yes, sir; but the vicissitudes of the company, and the transfer of the books into other hands, and the death of the man into whose charge they were given, and his failure to keep them up, rendered it impossible for a full and complete record to be made out afterward.

Q. Then as treasurer of the company, having charge of the money, you know very little about the company's transactions?—A. Since the breaking up of the company, matters have been very irregular.

Q. Was the brick that was furnished for this Colfax School-house paid for before the breaking up of the company?—A. I cannot say; I think so.

Q. Then do you know from whom that money came?—A. I do not.

Q. Does not your book show?—A. That is the book.

Q. But did you not have another book; one containing the transactions of the company more in detail?—A. The book showing the details was in the hands of Bliss. He is now dead, and I am unable to find it.

Q. Did you never report, as treasurer, to the company the condition of its finances?—A. I think I furnished, from time to time, a rough sketch of its assets and liabilities.

Q. Where did you get that?—A. From the report of the superintendent to me.

Q. Who was superintendent?—A. Bliss.

Q. You, then, as treasurer, kept no book of accounts?—A. No, sir; not with my own hands.

Q. Did any one, under your directions?—A. In this imperfect manner, which I have before alluded to. Subsequently they passed out of my hands.

Q. You say the affairs of the company have never yet been wound up?—A. No, sir.

Q. Now, sir, could you make a settlement from these books of the amounts received and disbursed by you as treasurer?—A. I think it would be difficult.

Q. You say you do not recollect by whom you were paid the money for the material furnished for the Colfax School-house?—A. I do not know that I ever knew.

Q. Did the money ever come in any way into your hands?—A. It may have done so; I cannot say.

Q. You said yesterday that you did not know whether the money advanced by General Howard was ever paid back or not.—A. I do not recollect the connection.

Q. It was a question by itself. I asked you whether the money advanced by General Howard had been paid back; and, if so, by whom?—A. The \$8,000 note went to purchase his right, title, and interest, and that has been paid back.

Q. But he advanced the money, I understand, in the first place.—A. Yes, sir; and that note shows how it was paid back. I undertook to state, over and over again, that the note for \$8,000 covered his interest, and *yesterday* I did not know that the note had been paid. I think I did state my *belief* that it had been paid.

Q. Do you know anything at all about the sale of those bricks that belonged to the company, and the receipts therefor?—A. Generally, I do. For instance, I know they were sold at \$40 per thousand.

Q. Could you tell to whom bricks were sold?—A. I might not be able to tell in all cases.

Q. Would you be likely to receive or pay out any considerable sum of money without having some knowledge of it?—A. I think not. I think I ought to know it.

Q. You said something about some grounds you owned down there. When was this ground purchased, previous to making this brick or afterward?—A. I think afterward. I am not clear as to the date.

Q. I think you stated yesterday that you knew nothing of a road having been made to this place?—A. Yes, sir; I said, day before yesterday, that I had ridden on to the ground in a vehicle. That is all I remember about the road.

Q. Have you any extended knowledge of that property?—A. I have never been on the property but twice. I have only a general knowledge of it.

Q. Did you suggest the purchase of it?—A. I think I did, sir; but that is merely a matter of recollection.

Q. How did you get there?—A. I went with a two-horse carriage.

Q. When was that?—A. I can not fix the date.

Q. Was it within a year past?—A. I think so.

Q. Do you or not remember passing over a bridge in getting there?—A. I think I passed over a culvert, an embankment of earth, but I have only a very general recollection of the face of the ground.

Q. What interest have you in this land?—A. One-sixth part, I believe, sir.

Q. That would be one-sixth of \$5,000, the total price paid?—A. I estimate it to be worth more than that now, sir.

Q. Are you a man of large means?—A. I am not, sir.

Q. Did you ever get any money, on deposit, loan, transfer, or otherwise, from the Freedmen's Bureau, through General Howard?—A. Not one cent, sir.

Q. Did General Howard ever suggest to you, as actuary of this bank, the propriety of removing the bank here from New York?—A. I do not know that he interested himself in the matter at all. The removal was made before I was in any way connected with the bank.

Q. Did General Howard ever say to you that there might be some advantages accruing to this bank from his control of large amounts of money, in consideration of some little services you might perform for him?—A. No, sir; nothing of the kind. Our services to him have been greater than his to us.

Q. Was it not understood with General Howard and yourself, or the trustees of the bank, or the bank itself, that it might be profitable to the bank to pay these bounty-claims, or assist in doing it, for the reason that the money would be kept in the bank a good while before paying it out?—A. Never, sir. It was suggested that it might be profitable in this way: by bringing the claimant and the bank face to face, so that he might deposit his money after receiving it in the bank. That suggestion was made.

By Mr. HAMILTON:

Q. When you say you have rendered General Howard more services than he ever has you, do you refer to him personally or officially?—A. Officially. I mean we have rendered the bureau more service than it has ever rendered us.

By Mr. ROGERS:

Q. Is it not true that those bounty deposits, when transferred from point to point, did not frequently lie over for a number of weeks or months?—A. No, sir; not an hour.

Q. But you paid them, I understand?—A. The money is put into our hands just at the moment —

Q. I understand that; but I ask, was it never suggested to you that through the agents the colored men might be induced to make deposits at the various branches of your bank?—A. Yes, sir; I think it was; that is, to make deposits of their money *after* it came into their possession.

Q. Did any such suggestion ever come through General Howard?—A. It may be so, but I do not recollect it.

Q. What is your best recollection on that point? You are actuary of the bank, I believe.—A. I have no recollection that he ever said anything on the subject. I should *judge* he might desire such a result.

Q. Is it within your knowledge that the freedmen's agents in the South exerted themselves in this direction?—A. In what direction?

Q. In getting colored men to leave their money with your bank?—A. I cannot say that I know anything about it, of my own knowledge. I wished them to interest themselves in it, but I do not know that any of them ever did.

Q. As actuary of this bank, the general business all comes under your charge and supervision?—A. Yes, sir.

Q. Then, would you not be likely to recollect at least all the important matters—matters involving any considerable moneyed interest?—A. I ought to.

Q. If you could not, your books would show at least these more important matters?—A. Yes, sir.

Q. Did I understand you to say that the office you occupied here was in part fitted up at the expense of the bureau?—A. I stated, or intended to state, that it was fitted up at our own expense.

Q. Now, general, will you tell the —— A. "Colonel," is my title, sir.

Q. Well, will you state in regard to your memory, whether it is a good one or a poor one?—A. I think it is pretty good in regard to anything in which I am interested.

Q. In regard to these bounties, and the manner of paying them through these banks; I inquire, because it is a matter of interest in my country—— A. Yes; there is a petition for a bank in your own town.

Q. Well, in what manner are these payments made?—A. We pay money for the draft, and are afterward reimbursed.

Q. How long after the draft reaches you before the money is paid?—A. As soon as notice can possibly be brought to the man to whom the bounty is due.

Q. How do you convey to him such notice?—A. In any way that gives promise of being effectual. We advertise for him, or post notices, that so and so has a bounty claim adjusted and that the money is ready for him.

Q. Do those colored people all read readily?—A. I presume so; I know that many of them do.

Q. Well, supposing a man whose money is ready for him fails to be reached by your notice, and does not apply, how is it?—A. They do not get their money, that is all.

Q. Then do you not charge it up?—A. I think I do not understand your question.

Q. I mean this: If I understand the matter correctly, these bounty papers are sent to the colored men, and when they apply, you pay over to them the money?—A. Yes, sir.

Q. Now, I want to know whether, when you receive those bounty papers, you do not make a requisition for the money immediately?—A. No, sir; the law requires that the man shall be paid in currency. That currency is paid out on the draft to the order of the individual himself.

Q. What I want to find out is this: Does any money lie in your hands for the soldier before it is paid to him?—A. No, sir; not at all.

By Mr. TOWNSEND:

Q. Can you state to the committee whether this balance of \$203 57 is the balance to be found on the ledger, pages 3 and 4, according to the cash-book, pages 1 and 2?—A. Yes, sir; it is.

By Mr. McNEELY:

Q. Was there ever any written agreement of any sort between the members of the Building Block Company?—A. You mean articles—by-laws?

Q. Yes, sir.—A. I think there was.

Q. Will you produce them?—A. I do not know where they are, but I will look for them.

Q. Were there any books ever kept by that company except those two?—A. Yes, sir.

Q. How many?—A. I do not know.

Q. Where are they—in whose possession?—A. I do not know.

WASHINGTON, D. C., June 2, 1870.

D. L. EATON recalled:

Mr. WOOD asked the witness to produce the loan-book of the principal office of the Freedmen's Savings Bank.

Mr. KERCHUM objected to any testimony being given in regard to any new loan to General Howard.

The CHAIRMAN asked Mr. WOOD whether he wished to go into General Howard's private accounts.

Mr. WOOD: I certainly do, to show, if I can, the use of public moneys and securities by him.

Mr. HOAR: I do not see how the loan-book will tend to show that it was on public moneys and securities that loans were made to General Howard.

The CHAIRMAN. I do not know the point that is proposed to be brought out.

Mr. HOAR. I move that Mr. WOOD be permitted to state what he proposes to show.

Mr. WOOD. I propose to show that this savings bank, of which General Howard has been the vice-president, chief officer, and patron, has been in the habit of making loans to him, on bonds and securities of various kinds, some of which were purchased by him with the public money at his disposal.

Mr. HOAR. It seems to me that it would be competent to show that General Howard used public money at his disposal, to purchase government securities, on which he obtained loans. Do you mean that loans were made to him on securities which he held as government property?

Mr. WOOD. Yes, sir; some of them. Under the bounty fund act he was obliged to hold United States bonds, and I propose to show that on these he was in the habit of borrowing money.

The CHAIRMAN. My own views are precisely those which I expressed last night: that we have no right to go into the private bank accounts of any individual; that General Howard, in this investigation, is on trial for his official acts, and that to examine his individual private accounts would be clearly contrary to my ideas of law and right.

Mr. KERCHUM. Suppose that Mr. WOOD should show a score of loans, and, after they are all noted here, should fail to show that one of them had the foundation spoken of, it certainly would be gross injustice. But if the gentleman begins by showing that government property was taken and used by General Howard, he may pursue it to any extent. I do not think that Mr. WOOD will say that he has any information which leads him to believe that to be true. I presume he will not say that he has any information on which he can rely that that is true. It is a mere fishing expedition; that is the amount of it, and that is the reason why we object.

Mr. WOOD. I propose having the books here, and having the proper officer to explain them; to investigate the loans of the Freedmen's Savings Bank, so far as General Howard is concerned, to ascertain, if I can, the amount of loans made to him, and on what class of securities they were made, for the purpose of sustaining certain information which I have. I am acting on information. It is not necessary in this investigation to fish for anything. My only difficulty is to discard the abundant testimony at my command. I propose to show that loans were made to General Howard on various classes of securities. Some of these were held by him in trust, under acts of Congress requiring him to invest certain moneys in certain securities and to hold them himself; that, for his own private purposes, in the various speculations he has gone into in real estate and various other matters in the District of Columbia, he wanted money and had to raise money, and that he raised it from the Freedmen's Savings Bank upon the hypothecation of these securities. That is what I propose to show.

Mr. HOAR. It seems proper for Mr. Wood, if he can, to show that government bonds or other securities, the property of the government, which General Howard held as a public officer, were transferred for a private purpose; but it is not proper for him to begin at the other end and to show all General Howard's loans. In the first place, the transfer of the bonds is the point.

Mr. TYNER. I ask Mr. Wood if, from the testimony before the committee, or from any other information in his possession, he can state the precise securities which he wants to trace?

Mr. WOOD. It is in evidence before the committee that Mr. Palmer transferred to General Howard \$11,300 of the Young Men's Christian Association bonds, meaning stock. We have already proved that amount of such stock into the hands of General Howard, and we have also proved into his hands a large amount of the bonds of the First Congregational church. We have, also, by his reports to the Secretary of War and to Congress, shown that he held a certain amount of United States bonds which were the investment of the bounty fund. By the law, he was precluded from investing that fund in any other direction. We think we have shown that he has given a very different direction to a large proportion of that fund. There are three classes of bonds of which he has been the recipient, and all of which were procured by appropriations of public money. My object of inquiry is to find out whether any loans to General Howard by that institution were made on either of these three kinds of securities. Having ascertained that fact, we then can show, by the numbers of those bonds, that they are the identical bonds that belonged to the government.

Mr. HOAR. I suggest that Mr. Wood shall ask the witness to examine the books and see if there is any record of a loan to General Howard, secured by any class of securities named by him. If so, then to inquire as to the numbers, to see whether they were the same securities belonging to the government.

Mr. WOOD. Is there any objection to my looking at the books myself?

Mr. HOAR. That is a question, I suppose, between Mr. Wood and the custodian of the books.

The WITNESS. I have no objection, if the books are in the possession of the committee.

The CHAIRMAN. I object, as a matter of principle, to the production of the books by order of the committee. I do not understand the committee as having charge of these books at all. They are under the charge of the actuary.

Mr. TYNER. I think it entirely competent for Mr. Wood to put the question to the witness, whether loans were made on the collateral securities mentioned by him.

The CHAIRMAN. There is no objection to that course.

Mr. TYNER. And also to put the question whether there is any record of the numbers of the bonds thus pledged as security.

WITNESS. If the books are in my possession, I do not feel authorized to let anybody examine them. I feel bound in honor to keep the books from the examination of any one. But if they are in the possession of the committee, of course the committee can make what order it chooses in relation to it.

The CHAIRMAN. The committee does not regard the books as being in their possession.

Mr. HOAR. The best way is to propose this question to the witness: "Examine the record of loans, and see if any loans were made to General O. O. Howard on either of these three classes of securities—government bonds, stock of the Young Men's Christian Association, and bonds of the First Congregational church."

Mr. WOOD. I have some preliminary questions before that.

Q. (To witness.)—Who keeps these books?—A. The book-keeper, Mr. Stickney.

Q. Who keeps the securities on which you make loans?—A. They are kept, some of them, in our office, where you were last night; but the principal portion, at the Safe Deposit Company's office, corner of New York avenue and Fifteenth street.

Q. Who is the custodian of them?—A. The president is, by our charter.

Q. What is the form in which applications for loans are made to your institution?

Have you a printed form?—A. No, sir, we have not. Usually, if the loan is of considerable amount, it is in writing; otherwise, it is made informally.

Q. These applications, as I understood the president last night, went before your board?—A. Yes, sir—before the finance committee, and through that committee they are reported to the board.

Q. Before the loans were made?—A. Not exactly. The finance committee is empowered, in ordinary cases, to make the loan, and report to the board, which subsequently indorses it, as the board only meets once a month.

Q. How many compose that finance committee?—A. Five.

Q. Name them.—A. Mr. Henry D. Cooke, W. S. Huntington, (the assistant treasurer,) L. R. Tuttle, Lewis Clephane, and Mr. George S. Coe.

Q. Do they attend on all occasions?—A. The majority of them—a quorum.

Q. And no loans can be made except by a majority of the finance committee?—A. In cases where United States bonds are pledged, I have loaned money, and reported immediately to the finance committee.

Q. Without calling the committee together?—A. Yes; but never on any other collaterals.

Q. Has your bank been in the habit of loaning on any other kind of securities?—A. Since the change in the charter, we have loaned on real estate security, and a portion of our available fund has been loaned on call. I never made any such loans as that.

Q. It is only within a few days that you were authorized to make them?—A. Just so. Previous to that the sixth section authorized the trustees to loan a portion of the available fund on other securities than those of the United States.

Q. Do these books show, or have you any record to show, in every case, the description of the security on which loans are made?—A. No, sir; but I can state it, I think, in every case.

Q. Then you can only state from recollection?—A. Yes, sir; from my recollection of the fact that there was but one class of securities used, namely, United States bonds, until a very recent period.

Q. Under the sixth section, you count yourself as having a right to loan on other collaterals?—A. Yes, sir.

Q. When was the first loan of that kind made?—A. In December last.

Q. Previous to that, you never made any loans, either on call or otherwise, except on United States bonds?—A. To the best of my knowledge and belief, that is so.

Q. And you have no books or records stating the particular character of securities on which you have made loans since that time?—A. Since December, in each instance the note itself would state the character of the securities.

Q. Do the books tell the character of any of the securities on which the bank has ever made loans?—A. I think not.

Q. Merely the dates and the individuals to whom loaned?—A. Yes, sir.

Q. Are there any accounts in that book where loans have been made to individuals?—A. Yes, sir.

Q. Please to turn to the account of General Howard. What is the first date?—A. August 8.

The CHAIRMAN. I will state here that only three questions will be proper in this connection; that is in reference to the government bonds, the Congregational church bonds, and the Young Men's Christian Association bonds.

Mr. HOAR. The witness says that this book does not show what security *any* loans were made on; so I do not see how anything in this book can be competent.

Mr. TYNER moved a suspension of the rules, in order to draw out of this witness certain information preliminary to any further examination by Mr. Wood.

On taking the ayes and noes, the motion was carried.

By the CHAIRMAN:

Q. Was that loan of August 8 made upon United States securities?—A. I think so, sir.

Q. Have you no means of knowing the numbers of those securities?—A. No, sir.

Q. Were any loan or loans made on General Howard's pledge of bonds of the Congregational church, or of the Young Men's Christian Association?—A. To the best of my recollection, (and I believe it is correct,) no loan was ever made on Congregational church bonds, but I think a loan was made on the pledge of Young Men's Christian Association stock, that being a part of the security.

Q. A loan to General Howard?—A. Yes, sir.

Q. Are there any memoranda in your possession, or in the possession of the bank which you represent, by which the numbers of those bonds can be ascertained?

WITNESS. What bonds?

The CHAIRMAN. Stock, I mean.

A. If such is in possession of the bank, I suppose that could be ascertained.

Q. Have you, or the bank which you represent, now in possession any other col-

lateral securities that were deposited by General Howard upon loans that he has received?—A. Yes, sir; some bank stock of a bank in the city of Portland, Maine.

Mr. TYNER. It seems that loans were made to General Howard on a pledge of United States stocks; but there is no way of arriving at the numbers of those securities. It is a very nice question whether we are to permit the examination to proceed in this direction.

Mr. MCNEELY. Is there not some book of some description in your bank in which collateral securities are described?

WITNESS. No, sir; we make a memorandum of the amount of loan, to whom made, when made, when due, and file the whole attached collateral security, and place it in our safe deposit.

Mr. HOAR. If a man breaks into your safe and carries off \$100,000 worth of government bonds have you no means of identifying those bonds?

WITNESS. No, sir.

Mr. MCNEELY. Then I will not put my bonds there.

Mr. TYNER. When United States bonds are deposited with you as a pledge for the loans, do you give a receipt to the party making the loan, in which you describe the bonds?

WITNESS. No, sir.

Mr. WOOD. Am I allowed now to question the witness in regard to those bonds?

The CHAIRMAN indicated that Mr Wood might proceed; and, if questions were asked which were not deemed proper, objection would be made.

By Mr. WOOD:

Q. You have stated that up to December last all the loans of your bank were made exclusively on United States bonds?—A. To the best of my knowledge.

Q. In answer to my question as to the first loan to General Howard, you commenced to reply, and had proceeded so far as to say that the date of that loan was August 8, when you were stopped, without being permitted to state the year or the amount of the loan. I would now like to have you state them.

Mr. TYNER. If Mr. Wood is permitted to ask questions of this character I hope the committee will reserve the right to strike them out, together with the testimony in answer to them, unless some connection is established between those loans and General Howard as treasurer of the university or as treasurer of the Freedmen's Bureau.

Mr. MCNEELY. I mean to ask a question broader than Mr. Wood has yet asked, and shall insist upon the right to ask it.

Mr. HOAR. I propose to move that the question be excluded as it stands. There is nothing within the knowledge of this witness which tends to show that General Howard has deposited with that bank any government bonds for private purposes. General Howard, it seems, borrowed money from that bank on pledge of government bonds. Unless some testimony is adduced to show that those bonds were government property there is no pertinence whatever in the inquiry.

Mr. MCNEELY. I contend that we have not only the right to ask that question, but that we have a right to see the entire bank account of General Howard. It is established by precedent that we have that right. It would be properly a part of the testimony, especially as General Howard is the custodian of a large amount of bonds upon which these loans have been made.

The CHAIRMAN. What is the language of your motion, Mr. Hoar?

Mr. HOAR. I move that until some testimony is adduced that the bonds upon which General Howard borrowed money were government property Mr. Wood's question be excluded.

The motion was put and carried, and the question excluded.

Mr. WOOD. I understand, under that ruling, that I am not to be permitted to make any further inquiry as to the bonds?

The CHAIRMAN. You may ask in regard to the government bonds mentioned in Mr. White's testimony, or Congregational church bonds, or Young Men's Christian Association bonds.

Mr. WOOD. I am now asking about United States bonds. Did or did not your bank, on the 8th August, 1867 or 1868—you have not said which—make any loan to General Howard upon United States bonds?

Mr. HOAR. I must interpose the same objection as before. I move that the question be not permitted to be put until some evidence be introduced tending to show that the United States bonds pledged as collateral security by General Howard were the property of the government.

Mr. MCNEELY. I would like to know how that could be proved?

Mr. HOAR replied that it could be proved in a thousand ways, and gave several illustrations.

Mr. Hoar's motion was put and carried.

By Mr. WOOD :

Q. Mr. Eaton, have you upon your books any record of the numbers of the bonds upon which you make loans or advances ?—A. No, sir.

Q. You do not retain any record of that kind ?—A. No, sir.

Q. In cases of fire or robbery, then, you have no means of identifying them ?—A. We keep them where they will not be burned or stolen.

Q. Has your bank ever made any loans to General Howard upon the stock or scrip of the Young Men's Christian Association ?—A. That was a portion of the collateral for one loan made to him.

Q. Now, sir, please state the amount of those securities.—A. Five thousand dollars.

Q. Please state how many shares that constituted ?—A. They are \$25 a share, I believe, sir.

Q. Have you any record of that stock ?—A. No, sir.

Q. Will you tell me the date upon which that loan was made ?—A. The 31st of December, 1869.

Q. Do you still hold that stock ?—A. I think so, sir.

Q. Will you produce, to-morrow morning, the date of that stock, and also in whose name it is filled up ; or may be you can do it now ?—A. It is at the Safe Deposit Company, I think, sir.

Q. I would like to know the number of shares, the date upon which they were issued, and to whom they were made payable.

By Mr. MCNEELY :

Q. These books are the loan-books of the Freedmen's Savings Bank, are they ?—

A. Yes, sir.

Q. They show, I believe you stated, the private account of General Howard ?—

A. Yes, sir.

Q. I want to ask you a question, but you need not answer until objection is made, for I suppose objection will be made. I will ask you to state to the committee, from those books, the several loans made to General Howard by that bank on United States bonds ?

Mr. TYNER objected.

After some discussion a vote of the committee was taken, and the question was excluded.

WASHINGTON, D. C., May 31, 1870.

JOHN W. ALVORD sworn and examined.

By Mr. WOOD :

Question. State your residence and occupation.—Answer. My residence is in this county, just out on University Hill ; I am general superintendent of schools for the Bureau of Refugees, Freedmen and Abandoned Lands.

Q. Is that the only position you hold ?—A. I am also president of the Freedmen's Savings and Trust Company.

Q. How long have you been superintendent of schools ?—A. Since January 12, 1867.

Q. Until now ?—A. Until now. There was a change in my title from superintendent of education on March 26, 1867. That was a verbal change simply.

Q. What are your duties as superintendent of schools ?—A. I have a general oversight of all those schools that are in any way under the care of the bureau, in watching their progress, and, in consultation with the Commissioner, directing their general course, receiving their reports, and consolidating and transmitting those reports to the Commissioner.

Q. Do your duties extend outside of the District of Columbia ?—A. Yes, sir.

Q. Throughout the whole of the United States ?—A. Yes, sir ; wherever the work of the bureau extends.

Q. Have you any assistants who discharge similar duties, and who are responsible to you in other parts of the country than the District of Columbia ?—A. There are assistant superintendents in all the States or districts where our work is carried on.

Q. Do they report to you, as the general superintendent ?—A. They do.

Q. How many of them are there ?—A. Fifteen.

Q. Do you recollect where they are stationed ?—A. One in this District, which includes what we do in Maryland and Delaware.

Q. Where is the one for this District stationed ?—A. Here, at headquarters. There is one in Richmond, Virginia ; in Raleigh, North Carolina ; in Columbia, South Carolina ; in Atlanta, Georgia ; in Nashville, Tennessee ; in Montgomery, Alabama ; in New Orleans, Louisiana ; in Galveston, Texas ; in Tallahassee, Florida ; in Vicksburg, Mississippi ; in Shreveport, Louisiana ; in Little Rock, Arkansas ; in St. Louis, Missouri ; and in Louisville, Kentucky.

Q. Give me the names of those assistants.—A. Major Vanderlip, in this district ; R.

M. Manley, in Richmond; H. C. Vogel, in Raleigh; Major E. L. Dean, in Columbia, South Carolina; Colonel J. R. Lewis, in Atlanta, Georgia; Colonel George W. Gile, in Tallahassee, Florida; Colonel Edwin Beecher, in Montgomery, Alabama; H. R. Pease, in Vicksburg, Mississippi; E. W. Mason, in New Orleans, Louisiana; Captain James McCleary, at Shreveport, Louisiana; Joseph Welsh, at Galveston, Texas; William L. Colby, at Little Rock, Arkansas; Lieutenant Colonel C. E. Compton, at Nashville, Tennessee; Colonel Benjamin P. Runkle, at Louisville, Kentucky; and Colonel F. A. Seely, at St. Louis.

Q. What salary do these gentlemen receive?—A. Eighteen hundred dollars, I believe. I do not pay them.

Q. Are any of these assistant superintendents of schools connected in any way with the freedmen's savings banks at those points?—A. Not as employés; they are friends. Some of them may be on advisory committees. None of them are employés.

Q. My question was whether they were in any way connected with the freedmen's savings banks at the points at which they are stationed as assistant superintendents of schools?—A. No, sir.

Q. As members of the boards, or on committees, or having any connection with the savings banks?—A. They have no official connection.

Q. Have they any connection?—A. I think some of them are on advisory committees, which are simply advisory, giving us information.

Q. Will you state which of them, to the best of your knowledge, are?—A. I do not recollect; I cannot tell now.

Q. You said that besides being general superintendent of schools you were also president of the Freedmen's Savings and Trust Company?—A. Yes, sir, I am president of the Freedmen's Savings and Trust Company.

Q. How long have you been president of that institution?—A. A little more than three years.

Q. How long has it been established?—A. Five years.

Q. You were not the original president of it?—A. No, sir.

Q. Were the branches of that institution established at the time of your becoming its president?—A. Some were and others were not.

Q. Do you know where the bank in this city was first located?—A. Yes, sir.

Q. Where?—A. On G street, nearly opposite the Foundry Methodist church.

Q. Was any part of that building occupied by the Freedmen's Bureau?—A. No, sir.

Q. Please to name the officers of the bank, besides yourself.—A. The office of first vice-president is vacant. Rev. D. W. Anderson is second vice-president; D. L. Eaton, actuary; D. W. Stickney, assistant actuary; William J. Wilson, cashier. I am speaking now of the officers of the entire institution, as well as of the local branch. I may have misunderstood your question.

Q. My question is simply as to what we know here as the Freedmen's Savings Bank?—A. The principal is here, as well as a branch. The principal office has the general charge of all branches; and I have given the names of the officers in the principal office.

Q. That is the one of which you are president?—A. I am president of the entire institution.

Q. Do I understand you, then, that there is a banking institution here known as the Freedmen's Savings Bank, separate and distinct from what you call the general bank?—A. Yes, sir.

Q. They are both located in Washington?—A. Yes.

Q. You are president of both?—A. Yes, sir; I am president of the entire company.

Q. Then there is a general head here in Washington who has the supervision of all those branches throughout the country?—A. Yes, sir.

Q. Of that you are president?—A. I am president of the entire institution.

Q. Of all the banks?—A. Yes, sir.

Q. Are the accounts and transactions of the local institution here in Washington separate and distinct from what you call the general office?—A. Entirely so.

Q. Does your general office transact any local business?—A. None, except managing the investments.

Q. When you were giving the names of the officers, do I understand you to mean those who are in the general office?—A. Yes, sir; I have just given the names of those in the general office—president, vice-president, actuary, and assistant actuary.

Q. Are there any other persons employed there?—A. No other, except boys.

Q. Who are the officers and managers of the local institution?—A. The cashier is William J. Wilson.

Q. You have read his name as connected with the general office.—A. He is cashier of the branch.

Q. What other officers have you there?—A. We have no other except a young man named Boston, who assists there.

Q. Is not Mr. Stickney there?—A. Mr. Stickney is there, but he is in the general department.

Q. Where are the accounts of depositors kept?—A. They are kept in the branch office.

Q. And there is but one officer of that branch office, and that is the cashier, whose name is Wilson?—A. Yes, sir.

Q. He has the exclusive charge of the branch office in which the accounts are kept?—A. He has.

Q. In the general office where Mr. Stickney is, and where Mr. Eaton is, I understand you to say they do not keep the individual accounts of depositors?—A. None at all.

Q. Do you know whether any portion of the bureau building, at any time since you had connection with the banking institution, was ever occupied by your bank?—A. Yes, sir.

Q. Where and when?—A. On the corner of Nineteenth and I streets; we went into a basement room of a building occupied by the bureau.

Q. Who fitted up that room for banking purposes?—A. It could scarcely be said to have been fitted up; it was a simple basement.

Q. Had it not desks and chairs?—A. I think that some quartermasters' desks were put in. I do not know whose property they were.

Q. You do know that they were quartermasters' desks?—A. They seemed to have been. They were old second-hand desks.

Q. By whose order were they put there?—A. I cannot tell. I do not know that there was any order.

Q. Who directed them to be put there?—A. I have no memory at all on the subject, except the fact that we were occupying such a room and such desks.

Q. Did you pay rent for the use of that room?—A. I do not know that we did.

Q. Do you not know that you did not?—A. I have no knowledge on the subject. I do not remember any bills having ever been presented for it.

Q. You were president of the institution?—A. Yes.

Q. Do you not know that there was no rent paid for that room?—A. I have no knowledge at all. I do not think there was any, if I may be permitted to express my belief.

Q. Please state whether there are not other freedmen's savings banks outside of the District of Columbia that are occupying premises which are also occupied by the agents of the bureau.—A. I do not recollect of any now. It is possible, but I have no recollection of any.

Q. Who is your agent of the Freedmen's Savings Bank in the city of New York?—A. The cashier's name is Zuille.

Q. Do you know where his office is there?—A. It is in Bleecker street.

Q. Do you know who pays the rent for the room she occupies?—A. I do not know; it is my impression—

Mr. HOAR objected to the witness giving his impressions.

The CHAIRMAN directed the witness to state only his knowledge on the questions asked him.

WITNESS. I never have anything to do with the payment of the rent. That is a thing I have no knowledge of. It is a thing done by the cashiers and actuaries without my knowledge.

Q. Do you not know that the rent of the agent of your bank in New York is not paid out of any fund belonging to your bank—that it is not paid by him or by you?—A. No, sir; I have no personal knowledge on the subject.

Q. Is that agent of yours in New York in any way connected with, or an officer of, the Freedmen's Bureau?—A. That I cannot tell from personal knowledge.

Q. Is it not your information that he is?

The CHAIRMAN remarked that that would not be evidence.

Q. You have already said, I think, that he was in some way connected with the bureau?—A. No, sir; I have not said that—not as a matter of my own knowledge.

Mr. WOOD. I am glad that your memory has been prompted.

Mr. HOAR. I object to that remark.

Mr. TYNER. I give notice that the very next time that is done I will move to expel Mr. Wood.

Mr. WOOD. I give notice that I am ready to be expelled.

Mr. TYNER. We shall be sure to do it.

Mr. WOOD. I am endeavoring to examine this witness, if I am allowed to do so. The witness was going on very frankly and honestly to answer my question, and he is suddenly—

Mr. TYNER. And Mr. Wood took occasion to remark to him that his memory has been prompted.

Mr. HOAR. I move that Mr. Wood proceed with his examination.

The CHAIRMAN directed Mr. Wood to proceed in order.

Q. I ask you if you do not know that the agent of your bank in New York is also an agent of the Freedmen's Bureau?

The CHAIRMAN. I object to that, because the witness has already answered on that point.

Mr. WOOD. I ask him, then, if he does not know that there are other officers of this bank in the city of Washington who have also held positions, and do hold positions, in the Freedmen's Savings Bank, and receive pay from them?

WITNESS. Do you mean in the branch?

Mr. WOOD. I mean in either of your offices—either the general office or the local office.

WITNESS. There are. I myself receive a salary from both institutions.

Q. State what those salaries are.—A. I have \$1,000 from the bank, and \$2,400 from the bureau.

Q. Are there not other persons connected with the bank in the city of Washington who also receive pay from the Freedmen's Bureau?—A. I do not know of any.

Q. Did not D. L. Eaton, actuary of the bank, receive pay as an \$1,800 clerk from the bureau?—A. Never, to my knowledge.

Q. Have you ever examined the appointment book of the Freedmen's Bureau to see who were connected with your bank, and held positions under that bureau?—A. No, sir; I have no access to any such book.

Q. Were you in any way connected with what is known as the Building Block Company?—A. Yes, sir.

Q. Were you one of the firm of D. L. Eaton & Co.?—A. Yes, sir.

Q. Were you one of the original purchasers of the right to use it in this District?—A. I was one of the original number that formed the company.

Q. Who constituted that company?

Mr. HOAR objected to the question, saying that the committee had had the whole thing fully from the record. He moved that the question be excluded.

The motion was put and lost—yeas, 2, nays, 3; and the witness was directed to answer the question.

A. Myself, D. L. Eaton, C. H. Howard, O. O. Howard, E. Whittlesey, and Henry R. Searle. That was the company or association.

Q. Is that all?—A. That is all.

Q. I understand you to say that you were the original parties.—A. Yes, sir.

Q. What was paid for the right for the use of this invention in this District?—A. Eight thousand dollars, I think.

Q. Who paid the money?—A. I do not know.

Q. Did you pay any part of it?—A. I paid into the hands of the treasurer my proportion of the stock subscription.

Q. I am asking in reference to the original payment made.—A. I had nothing to do with that.

Q. You paid none of it?—A. No, sir.

Q. Did you pay anything toward settling the work up here?—A. Unless my money went for that. I had no knowledge at all of the business at first.

Q. You have stated that General O. O. Howard was one of the original parties. Were you consulted by General Howard, at the time of the purchase, about the object of the purchase?—A. I have no recollection of any conversation on that subject in particular.

Q. Had you gentlemen who were interested in it any meeting together for the purpose of carrying out this invention here?—A. I remember one meeting at which I was.

Q. State who were present.—A. I recollect that General Howard was present, and Mr. Searle; I do not recollect any others.

Q. Can you state the time of that meeting?—A. No, sir; I cannot tell.

Q. Was it after the purchase had been consummated?—A. That I do not know.

Q. Had the works been put up in this city at that time?—A. I think they were in progress at that time.

Q. Had there been any progress made at that time in the erection of any building on what is known as the Howard University grounds?—A. That I do not know.

Q. Did you have any conversation with General Howard at that time, or at any other time before the commencement of the Howard University buildings, with reference to this invention of the Building Block Company and its prospects?—A. I have no recollection of any particular conversation. There was general talk among us all on the general subject.

Q. Was there not something said to you as an inducement why you should enter into the speculation?—A. It was represented to me that it would be a good business for investment.

Q. Were any reasons given to you why it would be a good business?—A. I do not recollect any, except that the goods would sell.

Q. Was there anything said to you at that time by General Howard in reference to the erection of the buildings on that ground and of that material?—A. I do not recollect any such conversation.

Q. Who was the treasurer of that company?—A. Colonel Eaton.

Q. Who was the president of it?—A. I do not know that we had any president. I do not think there was any.

Q. Then you do not recollect any inducement held out to you why you should go into that speculation?—A. It was thought the business was a profitable one.

Q. Do you know anything of the contracts made for the erection of Howard University out of that material?—A. No, sir.

Q. You were a party in-interest in that company at the time of the erection of Howard University?—A. I was. I only knew after the contract was made that it was made.

Q. Had you no knowledge of it at the time of its being made?—A. None at all.

Q. How much money did you invest in that company?—A. Two thousand dollars.

Q. Do you know anything of a note for \$8,000 given by the Building Block Company?—A. I have seen a canceled note.

Q. Where did you see it?—A. I saw it among some loose papers that were in the room of Mr. Kimball.

Q. Whose note was it?

The CHAIRMAN. I think that note is already in evidence.

Mr. WOOD read from the testimony of Colonel Eaton the note for \$8,000, with its indorsements.

WITNESS. That is the note of which I am now speaking.

Q. My question was directed to that note—whether you knew of its existence?—A. Yes, sir.

Q. How long is it since you have seen that note?—A. I saw it the other day. I found it and sent it to Mr Eaton.

Q. Do you recollect when that note was originally given?—A. No, sir; only from its date.

Q. Do you know for what it was given?—A. It was given by the company to General Howard, as I understand, for his share of the company's indebtedness to him.

Q. On the day that it was drawn?—A. I cannot tell. I know nothing of the details of the business.

Q. Has that note been in your possession?—A. Only as I found it then.

Q. When?—A. A few days ago.

Q. It remained in your possession since?—A. Until I sent it to Colonel Eaton. I understood that he could not produce it, and I sent it to him.

Q. Were those payments that were made on account of this note made by you?—

A. No, sir.

Q. Do you know by whom they were made?—A. I do not. I saw the indorsements.

Q. Do you know whether the Freedmen's Savings Bank ever made any loans on that note?—A. Never to my knowledge.

Q. And the moneys that were paid upon it you know nothing about?—A. Only as I saw the indorsements.

Q. You have no personal knowledge of the payments themselves?—A. No, sir; none at all.

Q. Are you still a party in interest in this Building Block Company?—A. Yes, sir.

Q. Is the company solvent or insolvent?—A. We think ourselves insolvent.

Q. Have there been any dividends declared by the company?—A. Never.

Q. Then you have derived nothing from the original investment?—A. Nothing.

Q. Do you know anything about the purchase of a part of square 1025?—A. I know we bought a portion of that square.

Q. And also the square south of 1025?—A. The "water-front" we always called that; I do not know what square it was.

Q. Well, whatever it was, or was called, did the Building Block Company buy it?—A. So I have understood the treasurer.

Q. From whom did you buy it?—A. My understanding upon this subject is entirely from the treasurer; I have no personal knowledge at all.

Q. Do you not know that as well as you know anything connected with the company's affairs?—A. I have heard it said from whom it was purchased; if it be deemed proper evidence, I can state what I heard.

Q. It was said to be purchased from whom?

The CHAIRMAN. That would not be evidence.

Q. Do you know how much money was paid for it?—A. I do not.

Q. Do you know whether at the time of the purchase of the land an assessment was made upon the parties constituting the Building Block Company for money to help pay for it?—A. I do not know of any such assessment.

Q. Did you ever sign any request for lumber for the Building Block Company's buildings—for sheds, &c., to be put up for the use of the Building Block Company?—A. I do not remember ever signing any such request.

Q. Did you ever present any request or requisition for lumber to be used for such a purpose?—A. I presented a verbal request of that kind, I believe.

Q. Did you ever present a written request for lumber, signed by D. B. Nichols, act-

ing assistant commissioner for the District of Columbia?—A. I do not remember that I did, sir.

Q. You have no recollection of any such request?—A. I remember making a verbal request.

Q. To whom did you make that verbal request?—A. To the assistant commissioner, or his adjutant general, Major Eldridge.

Q. Did you ever make such a request to Mr. Whittlesey?—A. No, sir.

Q. To Mr. D. B. Nichols?—A. No, sir.

Q. What was the result of your request to Mr. Eldridge?—A. He refused it.

Q. At whose instance did you make the request for lumber?—A. I think I had a request from, or rather, a letter, saying that some certain contract had been acceded to, and wishing me to attend to the construction of sheds.

Q. A letter from whom?—A. It was a copy of a letter transmitted to me from Major Clarke, I think, sir.

Q. An application for government lumber with which to erect the buildings of the Building Block Company?—A. No, sir; simply notifying me that the proposals for the contract were accepted.

Q. Did the letter state the nature of the contract?—A. No, sir.

Q. You have stated that you did make application to Mr. Eldridge, who was an officer of the bureau?—A. Yes, sir, for lumber for sheds.

Q. At whose instance, I ask, did you make that application?—A. I received the notice.

Mr. HOAR, You are not answering the question.

WITNESS. Well, I may say at my own instance, I had been requested to see to the building of sheds.

Q. When I first put the question to you, you referred to a letter, requesting you to take some action in the premises. From whom did you receive that letter, and what was the nature of its contents?—A. I have the letter with me, and can read it, if it is desired.

The CHAIRMAN requested the witness to read the letter, which is as follows:

"BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
HEADQUARTERS ASSISTANT COMMISSIONER, D. C.,
Washington, D. C., May 19, 1868.

"SIR: Your proposal to erect a shed one hundred feet long by thirty feet wide on Howard University grounds for the sum of ninety dollars is accepted. You will receive instructions by applying to Rev. J. W. Alvord.

"Respectfully, your obedient servant,

"S. N. CLARKE,
Acting Assistant Inspector General.

"Mr. ROBERT J. FLEMING,

"428 K Street between Sixth and Seventh Streets, Washington, D. C."

Q. Upon that letter, I understand you to say, you made your application to Colonel Eldridge for lumber?—A. Yes, sir.

Q. A verbal application?—A. Yes, sir.

Q. And he refused it?—A. He refused it.

Q. Upon what grounds did he refuse?—A. I do not think I can give you his reasons for refusing.

Q. Try and remember whether you did or did not, on another occasion, present a request signed by D. B. Nichols.—A. I have no recollection of any other approach to the subject whatever.

Q. Did you not superintend the erection of the building that Mr. Fleming was to put up?—A. I saw it occasionally while it was being erected—merely saw that the work was properly done.

Q. Was it built of lumber?—A. Yes, sir.

Q. Do you know where the lumber came from?—A. From some old sheds there, which had fallen down, and which Mr. Fleming took to pieces. The new one was built mainly out of that.

Q. Were the Building Block Company's buildings constructed entirely of old lumber?—A. Mainly so, sir.

Q. Did that old shed to which you refer stand upon those premises?—A. Yes, sir; it had stood there, but had fallen down on the premises at that time.

Q. On the Howard University grounds?—A. Yes, sir.

Q. Do you know anything of any request for lumber to be used for drying bricks upon?—A. No, sir; the Building Block Company put in that part of the shed themselves.

Q. Was the lumber used for that purpose government lumber?—A. No, sir.

Q. Where did it come from?—A. It was bought, as I have seen the bills, of Mohun & Co.

Q. Did you have any conversation with Mr. Clarke with reference to the use of that

lumber for the Building Block Company?—A. I might have had; I have no recollection of it, however.

Q. Did you erect a house for yourself upon the land in the vicinity of the university?—A. Yes, sir; upon my own land in that vicinity.

Q. Upon a portion of the land that originally belonged to the university?—A. Yes, sir.

Q. Was any government lumber used in the construction of that house?—A. None at all, sir.

Q. You swear positively that no government lumber was used in the construction of your house?—A. None at all.

Q. Could it not have been used without your knowing it?—A. I think not, sir.

Q. Who built your house?—A. Robert J. Fleming.

Q. Do you know whether he did or not use government horses for hauling purposes?—A. I do not know that he did, sir.

Q. Do you know that he did not?

The CHAIRMAN objected.

Mr. TOWNSEND. The witness ought not to be called upon to prove a negative.

Q. Do you know whether General Howard approved or disapproved of the operations of the Building Block Company?

Mr. HOAR objected.

Q. Did you have any conversation with General Howard with reference to the operations of the Building Block Company?—A. I do not remember any particular conversation. I could not deny but we might have had conversations.

Q. Do you know the nature of those conversations? My question refers to the subject of the approval or disapproval of the operations of the Building Block Company.

Mr. KETCHUM. I ask that witness may tell what General Howard said.

Mr. WOOD. O, I will withdraw the question if there is any objection.

Q. What did General Howard say to you with reference to the Building Block Company's operations, with reference to their works, or with reference to the university building?—A. I could not recollect any conversation in detail.

Q. You do not recollect?—A. No, sir.

Q. Do you recollect whether General Howard ever parted with his interest in the Building Block Company?—A. Yes, sir; I know of that.

Q. How came you to know of that?—A. It was a matter of talk among the parties forming the company.

Q. That is not an answer, sir. How do you know that he parted with it?—A. I know that we bought him out.

Q. When?—A. I cannot give you the exact date; I should say, in the early part of the summer of 1867. I can tell, in a moment—(referring to a small memorandum book.)

Q. What book is that you are reading from?—A. A little memorandum book that I have some dates in.

Q. When were those dates put into that book?

The CHAIRMAN. That hardly bears upon this question, unless there is more importance in it than appears upon the surface.

A. Yes, sir; in the early part of the summer of 1867.

Q. About the time the note was given?—A. I think so, sir.

Q. How early in the summer of 1867 did he part with his interest in the Building Block Company?—A. As early as July; he sold out to us.

Q. I have been under the impression that the note was given as a consideration.—A. Yes, sir.

Q. Then the date of the note would give the date of the transaction.—A. No, sir; the note was dated later.

Q. Why?—A. I cannot tell you why, sir.

Q. You state positively that the sale was made earlier than the date of the note.—A. Yes, sir.

Q. What means of knowledge have you to enable you to fix it in July, independent of that memorandum book in your hand?—A. From the understanding I had as a member of the company that we had bought him out.

Q. Did not your company keep books?—A. I suppose so, sir; but I had no access to them.

Q. Do you know where those books are now, sir?—A. I think Colonel Eaton has them.

The CHAIRMAN. Do you refer to the books of the Building Block Company?

Mr. WOOD. Yes, sir.

The CHAIRMAN. They have been produced here in evidence, by somebody.

Q. Do you know of any books containing any reference to this note?—A. I do not know whether the company's book contains any reference to this note or not.

Q. Were you ever present at any meeting or consultation held at the house of General Howard, last summer or fall, at which were present persons attached to the

bureau and also to the university?—A. I have no recollection, sir, of any such meeting.

Q. Have you, at any time within a year, been invited there by General Howard, with reference to a consultation regarding money matters?—A. No, sir.

Q. Have you been asked by General Howard to assist in making up moneys he had advanced to the church?—A. I have been solicited to make subscriptions to the church, if that is what you mean.

Q. No, sir; I do not mean that.

Mr. KETCHUM. It seems to me this is utterly foreign to the subject—referring to a wholly private matter.

Mr. WOOD. If there is any objection, I will not proceed further in that direction.

Q. Do you know of a newspaper published here called "The National Savings Bank"?—A. Yes, sir.

Q. Is that newspaper in any way connected with your bank?—A. It is one of our publications, sir.

The CHAIRMAN. Under what charge do you bring that in, Mr. Wood?

Mr. WOOD. The fifteenth—that relating to the savings bank.

Q. This paper is dated May 1, 1870. In it I find an official statement of your savings bank. It states that yourself, J. W. Alvord, is president, and General O. O. Howard, first vice-president. Have you not stated here that some other person was first vice-president?—A. I think I said that position was vacant.

Q. But this statement says General O. O. Howard is first vice-president.—A. He was elected to that position at the annual meeting, but resigned at the first subsequent meeting.

Q. I understand, then, that on the 1st of May, 1870, he was not first vice-president.—A. I think he resigned the first meeting after he was elected, which would be the first Thursday in April.

Q. When was he elected?—A. At the annual meeting in March.

Q. I see, by this statement, that the total amount of deposits, in all your banks or branches, was \$1,852,345. Is that a correct statement of your accounts as they stood at that date?—A. I suppose it is, sir.

Q. Is it not signed by your name?—A. Yes, sir.

Q. You state that it is correct.—A. I presume it was copied from our business report for the month. I will not swear to the accuracy of the printer's figures, sir.

Mr. WOOD. I think I have nothing further to ask the witness until he produces the books showing the account with the Barry Farm fund, the Howard University account, the bounty fund account, and other accounts of an official character.

The CHAIRMAN. Then your future examination will be entirely on those accounts?

Mr. WOOD. Yes, sir.

By Mr. KETCHUM:

Q. Was Mr. D. B. Nichols ever an assistant commissioner in this district or anywhere else?—A. No, sir.

Q. The Major Clarke of whom you speak is the Major Clarke who has attended and been examined here.—A. I understand he has been a witness before this committee.

Q. Was he assistant adjutant general to assistant commissioner, to General Charles H. Howard?—A. Yes, sir.

Q. When you gave the list of the members of the partnership of D. L. Eaton & Co., did you mean to give only the original members?—A. Yes, sir; only the original members.

Q. Were there subsequent changes?—A. Yes, sir.

By the CHAIRMAN:

Q. Mr. Alvord, you made a statement regarding lumber used in building that shed for the Building Block Company; can you state the amount of lumber used in that shed?—A. No, sir; it was a mass of stuff from a broken-down shed—boards and studding.

Q. How many feet?—A. I could not tell.

Q. How many loads?—A. There were no loads drawn; the lumber was lying within a few feet of where the new shed was to be put up.

Q. What was the worth of the lumber?—A. I am no judge of the value of lumber and could not possibly tell you.

Q. To whom did it belong?—A. It was one of the sheds of the university. There was no lumber taken from any quarter except what we found upon the premises.

By Mr. MCNEELEY:

Q. At the commencement of this letter I see a sort of heading; it purports to come from the "Bureau of Refugees, Freedmen and Abandoned Lands, Headquarters Assistant Commissioner, Washington, D. C." Is that a part of the letter?—A. Yes, sir.

Q. And at the end of the letter I see the letters, "A. A. A. G.;" what does that mean?—A. Acting Assistant Adjutant General.

Q. Of the bureau?—A. Of the Assistant Commissioner of Freedmen's Affairs.

Q. Major Clarke, then, was, at that time, Acting Assistant Adjutant General of Assistant Commissioner of Freedmen's Affairs for this District?—A. Yes, sir.

Q. And this letter is dated in that office; it came from that office, did it?—A. Undoubtedly.

Q. When do you make up your monthly statements of the condition of your bank?—A. Every month.

Q. At the end of the month?—A. Yes, sir; the report is presented at our monthly meeting, on the first Thursday of each month.

Q. This statement, then, was made up at the end of the month of March.—A. I have no personal knowledge as to when it was made up.

Q. It is the statement for the month of March?—A. Yes, sir; it purports to be, and I presume it to be so.

Q. Then General Howard was at that time first vice-president?—A. Yes, sir.

Q. Do you keep any record of the election of the officers of your bank?—A. Yes, sir.

Q. Would that show when General Howard resigned?—A. I presume it would, sir.

Q. Are the officers of this bank salaried?—A. Only the working men, sir.

Q. How many of the officers are salaried?—A. Well, the cashiers are all salaried, and their assistants, clerks.

Q. The presidents, vice-presidents, actuaries—are they salaried?—A. Some of them are.

Q. What salary does the vice-president get?—A. The vice-president is not a salaried officer.

Q. They get nothing?—A. No, sir. I may be permitted to say that I saw a statement in reference to this matter in a document the other day, showing that twenty-seven of the officers were salaried and forty-six unsalaried; that includes all the branches.

Q. Are the presidents, vice-presidents, and actuaries among the salaried or unsalaried officers?—A. The list of salaried officers includes no vice-presidents.

Q. I see an article from the New Era of March 31, stating that you are president, Mr. Eaton actuary, and General Howard vice-president; that article is copied into this paper, dated May 1, 1870. Was that the state of facts at that time?—A. The facts are as I have stated; General Howard was elected in March, and at the next meeting resigned, in my presence. The exact date could be found by referring to the record.

Mr. HOWARD. I resigned as soon as I could get an opportunity.

Mr. McNEELY. I saw this paper published by the bank, and I supposed it would know better than anybody else who was connected with the bank.

By Mr. PERCE :

Q. Was General Howard, as vice-president of that bank, during the time he was vice-president, a salaried officer?—A. No, sir.

By Mr. HOAR :

Q. Is this statement in reference to the condition and officers of the bank on the outside or the inside of that paper?—A. On the outside.

Q. Was the outside of that paper printed some time before the date of the paper, or not?—A. I do not know as to this paper; it is the usual custom.

Mr. HOAR. That makes no difference, any way, for I see the statement purports to be for the month of March.

WASHINGTON, D. C., June 1, 1870.

J. W. ALVORD—Examination continued.

By Mr. WOOD :

Question. You are president of the Freedmen's National Savings Bank—not of this branch, but of the parent bank?—Answer. Yes, sir.

Q. Are your books of the principal office here?—A. They should be here.

Q. Who is the person that can explain these books fully?—A. The actuary, Colonel D. L. Eaton.

Q. Are you sufficiently acquainted with them to answer questions in regard to them?—A. I should prefer to have Colonel Eaton do it. Mr. Stickney may be able to answer your questions.

Q. Probably you may answer one or two questions. Do you have a book in which you make loans in Washington upon any character of security?—A. There must be a book of loans; I am unable to go about it. Mr. Stickney, the assistant actuary, could probably aid you, as Colonel Eaton is not here.

- Q. Are you the officer who has the power to make these loans?—A. No, sir.
- Q. Who has that authority?—A. The board of trustees.
- Q. Who are they?—A. There are fifty of them.
- Q. Do they all consider the securities when they are offered?—A. A quorum of the fifty are obliged to be present.
- Q. Do you make the loans in that way, or is there one officer who has the power?—A. The loan is prepared by the actuary, and then passed upon by the finance committee; and, if recommended by them, is referred to the board for final decision.
- Q. That is all required before the loan is made?—A. Yes, sir; that is all required before the money is paid out.
- Q. The officer who keeps the book of minutes of this board is who?—A. The minutes would be kept by the chairman of the finance committee, Henry D. Cooke, and I presume by the actuary also, if he was present.
- Q. You say you are not familiar with the books and accounts of the bank?—A. I cannot say that I am familiar with them; we have a book-keeper, whose business it is to keep the accounts.
- Q. How many clerks and assistants have you that make entries in your books?—A. Three.
- Q. Please state their names, and the particular department in which they are engaged.—A. Do you mean in the general office, or in the branch office?
- Q. I mean that office in which your accounts with your depositors are kept.—A. Well, Mr. William J. Wilson is our cashier.
- Q. State the particular duties performed by Mr. Wilson.—A. He is cashier of the Washington branch.
- Q. Is that the bank in which the local deposits are made, and the business of Washington city transacted?—A. Yes, sir.
- Q. What are his particular duties as cashier?—A. To receive moneys on deposit, and to pay drafts made on such deposits by depositors.
- Q. Does he make any entries in the books?—A. He always makes his entries at the time of the transaction.
- Q. Who is the next officer to him?—A. His name is G. W. Stickney.
- Q. What are his duties?—A. He is assistant actuary; he is also employed as book-keeper in the front office—the branch office.
- Q. He is book-keeper in that, besides being assistant actuary in the general office?—A. Yes, sir.
- Q. Who is the third officer of which you spoke?—A. T. S. Boston; he is assistant actuary, or clerk.
- Q. Does he also make entries in these books?—A. Yes, sir.
- Mr. WOOD. Then I suppose it would be well to call the cashier, as Mr. Alvord does not profess to be familiar with the books.

WASHINGTON, D. C., June 1, 1870.

WILLIAM J. WILSON sworn and examined.

By Mr. WOOD:

- Question. What is your residence and occupation?—Answer. I reside at 1352 L street, Washington; I am cashier of the Washington branch of the Freedmen's Savings Bank.
- Q. How long have you been cashier of the bank?—A. Since 1865—that is, from the commencement.
- Q. Please state the particular nature of your duties as cashier?—A. To receive deposit and pay drafts; I also attend partially to the books.
- Q. Has it been a part of your duties to make entries in the books, and to know the different accounts kept by the bank, and to refer to them frequently yourself?—A. To some extent, yes, sir.
- Q. Please state when a deposit is made in what book the entry is originally made?—A. In the book kept for that purpose.
- Q. What do you call it?—A. Why, a book of entry.
- Q. That is the book in which the entry is made with the date of making a deposit?—A. Yes, sir.
- Q. And from that book the entries are transferred to what book?—A. The ledger.
- Q. By whom are those transfers made?—A. Sometimes by myself, and sometimes by other persons employed in the bank.
- Q. From the ledger are they transferred to any other book?—A. No, sir.
- Q. Then I understand these two books constitute the books of the bank?—A. Yes, sir.
- Q. Do you know the different kinds that are kept in the bank?—A. To some extent, I do; Mr. Stickney, the book-keeper, knows more about them than I do.

Q. Will you please to state what accounts are kept in the bank, not by individuals, but by institutions, or by persons representing any efficient or incorporated institutions?
 Mr. TOWNSEND. It seems to me that is a little too broad a question; you had better call his attention more directly to the particular question regarding which you wish to question him.

Q. Have you any account on your books under the head of Barry Farm fund account?—A. We have.

Q. How long have you had that account here?—A. I cannot say; I think the first deposit was made in 1867.

Q. And that account has been continued ever since?—A. Yes, sir.

Q. Has that account been carried from your day-book to your ledger?—A. It has.

Q. Can you turn to it?—A. Certainly, sir; (turns to the account.)

Q. What is the date of the first entry?—A. June 27, 1867, is the date of the first entry.

Q. Do I understand this to be the beginning of the account?—A. Yes, sir.

Q. I see here an entry under date of July 23, 1867: "To cash \$1,086 25;" is that an original charge?—A. Yes, sir.

Q. That is the original deposit made here?—A. That is a draft.

Q. When you say "draft," you mean a check on the bank?—A. Yes, sir; on that account in the bank.

Q. Where are the subsequent ones?—A. (Exhibiting another book.) That is brought down to January 21, 1868.

Q. Does this commence *here* and go *there*?—A. You are on the wrong place; here is the place: "October 11, 1867."

Q. And the last entry there appears to be January 21, 1868. (Witness turns over the leaves of the book.) You have turned over two leaves have you not?—A. (Finding the proper account.) You can see they run right along; these are deposits right along.

Q. And it goes over here again?—A. Yes, sir, that is the rest of it.

Q. Well, now, have you a continuation of this entry?—A. Yes, sir; this is the next, sir.

Q. That comes down to August 3; there must be something later than that?—A. Here is an account on book 3, page 9.

Q. What is the date?—A. July 3, 1868.

Q. What is the date on page 10?—A. August 25.

Q. On page 11?—A. December 23.

Q. This comes down to July; where does it go to from here?—A. It goes over to *here*.

Q. By whom are the deposits made?—A. By different persons, sir.

Q. What is the character of the book that they bring to get these deposits credited in?—A. An ordinary bank book.

Q. Is there no person's name that appears on the books?—A. No, sir; none but the Barry farm.

Q. None on your books?—A. No, sir.

Q. Who signs the drafts upon your bank as against the deposits?—A. General Howard, as treasurer, did, for a length of time.

Q. Have you any of those drafts now in the bank?—A. Not to my knowledge.

Q. What is your last draft upon your books made by that fund?—A. I cannot answer that; I do not know.

Q. Have you ever been applied to to transfer from one fund to another?—A. No, sir.

Q. Does Howard University keep an account here?—A. I do not know. There is a fund here called the university fund. I do not know whose account it is.

Q. Who signs drafts drawn against that fund?—A. John A. Cole, I think.

Q. Have you any fund here known as the bounty fund?—A. No, sir.

Q. Does General O. O. Howard keep an account here?—A. I think he has a private account, or has had.

Q. Has he more than one account here?—A. Not to my knowledge.

Q. Is any other person in the bank *aside* from yourself authorized to receive deposits and pay drafts?—A. Yes, sir; Mr. Boston.

Q. Do you make loans?—A. No, sir.

Q. No loans?—A. No, sir.

Q. Of no kind?—A. Of no kind; not to my knowledge.

Q. If any were made, would you know it?—A. If the Washington branch of the Freedmen's Savings Bank made any loans I should certainly know it.

Q. Is your bank incorporated by Congress?—A. It is.

Q. Does not the act of incorporation give it power to make loans for a certain class of securities?—A. I understand Congress has given liberty to the Freedmen's Savings Bank to make loans, but not to the Washington branch, of which I have charge.

Q. I refer to the Washington branch, are you sure it does not make loans?—A. Not to my knowledge.

Q. If it did make loans, would not the fact come to your knowledge?—A. That is the inference.

Q. Is it not the fact?—A. Yes, sir.

Q. What does the business of this institution consist of?—A. The branch?

Q. Yes, sir.—A. The reception of deposits, and the paying of drafts to depositors when called for.

Q. Solely?—A. Sir?

Q. Does that constitute solely and exclusively the business of your branch?—A. Yes, sir.

Q. You do nothing but receive deposits and pay drafts?—A. I cannot think of anything else. That is the object of the branch, and the business of the branch.

Q. I want you to state definitely whether the bank had any other business except that of receiving deposits and paying drafts drawn against deposits?—A. That is all.

Q. Do you allow depositors any interest?—A. Yes, sir.

Q. What rate?—A. The rate always has been five per cent., payable every six months—the 1st of January and the 1st of July. We have changed, however, and now pay every four months, commencing on the 1st of March, paying interest to all depositors of \$5 and upwards.

Q. Do you average the time of the deposits?—A. No, sir; we have stated periods at which to commence.

Q. Is there any rule of the bank that deposits must remain for a certain length of time before interest will be allowed?—A. Yes, sir.

Q. Have you a book containing an index of the various accounts in your branch?—A. Yes, sir; here it is.

Q. What is the connection of this branch with the main institution?—A. The same as that of any other branch.

Q. Well, what is that? Explain it, if you please.—A. I hardly know whether I can. We have a parent institution, with some twenty-five or thirty branches, of which this is one.

Q. Please take this index book, and examine and state to me whether there is any account kept here by the Howard University?—A. I have already stated there was a fund called the university fund.

By the CHAIRMAN:

Q. In regard to the Barry Farm fund, can you give me the amount of deposit of this fund, in the aggregate?—A. Mr. Stickney, the book-keeper, can get at that quicker than I.

By Mr. TYNER:

Q. You say that the business of the Washington branch of the Freedmen's Savings Bank is confined to the receipt of deposits and the payment of checks?—A. Yes, sir.

Q. In what way are the funds invested?—A. The parent office attends to that.

Q. Then what does the Washington branch do with its funds?—A. It turns them over to the principal office.

Q. What becomes of them there; you do not know?—A. Not at all.

Q. You say that the Washington branch pays interest; how does the Washington branch derive the money with which that interest is paid?—A. The parent branch manages that.

By Mr. HOAR:

Q. What becomes of any profit beyond that five per cent.?—A. So far, we have not been fortunate enough to make anything beyond that five per cent.

Q. In case there should be any, what would become of it?—A. The parent institution would appropriate it to the purposes for which it was established, as stated in its charter.

By Mr. MCNEELEY:

Q. If I understand you correctly, the parent institution pays back to your bank only five per cent.?—A. No, sir.

Q. If the profits should amount to six per cent., the parent bank would pay you only five per cent., and retain the one per cent., to be used as the parent bank saw fit?—A. To be used as its charter directs.

WASHINGTON, D. C., June 1, 1870.

G. W. STICKNEY sworn and examined.

By Mr. WOOD:

Question. You hold a position both in the general institution and the branch bank here, do you not?—Answer. I did, until the 1st of July, 1869.

Q. What were your duties?—A. I was book-keeper for the principal office, and helped in the branch.

Q. When you say you were book-keeper, are we to understand that you made those entries there?—A. Some of them I did, some of them I did not.

Q. You are familiar with the books and transactions of both institutions?—A. Yes, sir, to a considerable extent.

Q. Please state the first deposit made by the Barry Farm fund, the date, and the amount.—A. The first deposit was made June 27, 1867, and the amount was \$44.

Q. Was there, or has there at any time been, a deposit made by that fund of \$50,000?—A. No, sir, not to my knowledge.

Q. Do you answer that positively?—A. Yes, sir. No such deposit appears on the books anywhere.

Q. Was there, at any time, a draft or check drawn against the fund on deposit here—this fund that I am now speaking of—for \$8,461 70?—A. No, sir.

Q. How can you answer that without referring to the book?—A. I have been over the book, and I know that no such check is there.

Q. How long has that account been kept here?—A. About three years; three years the 27th day of this month.

Q. And you are positive that no such draft as I have mentioned has been drawn?—A. Yes, sir.

Q. Has there ever been a draft drawn for the sum of \$5,000?—A. I cannot say as to that, without looking at the books. (Examines the books.) Up to what date?

Q. During 1867 or 1868.—A. There does not appear to be any on the book.

Q. What is the aggregate amount of deposits to the credit of that fund during the time it has kept an account here?—A. (After examining the books and making some calculations.) The entire amount, from the time of the first deposit until the 1st of January, 1870, is \$52,215 13.

Q. Please look under date of June 27, 1867, and see if there is any item upon either side of that account of \$3,891 34, either as a deposit or a draft?—A. No, sir, there is no such item.

Q. Please look under date of April 16, 1869, and see if you find the record of a transfer of \$7,863 27?—A. No, sir.

Q. Are you acquainted with Major Clarke?—A. Yes, sir.

Q. Has he ever been here to examine these accounts?—A. He was here when the account was closed with General Howard.

Q. When was that?—A. Some time between the 1st and the 15th of April, 1869.

Q. You and he examined the accounts together?—A. Yes, sir.

Q. Did he on that occasion exhibit to you a statement of the vouchers which he held, showing how the accounts stood upon their books?—A. He had no regular statement; he only gave the amounts which were necessary in order to make the balances.

Q. Did he not bring with him some papers, showing how the account stood upon the books of the Barry Farm concern?—A. He brought with him papers, which showed the amount of deposits by the Barry Farm fund.

Q. Did his statement correspond with the bank's account?—A. The bank account was more than that.

Q. Then it did not correspond?—A. No, sir.

Q. When you say the bank account was more than that, please explain what you mean?—A. The balance at the bank was more than it should be by these vouchers.

Q. According to his account there was more money than was called for?—A. There was more money to his account than would balance the vouchers.

Q. Do I understand you, that yourself and Major Clarke went over these accounts together?—A. Yes, sir.

Q. Did you make any explanation to Major Clarke as to the cause of the apparent discrepancy in the two accounts?—A. Yes, sir; I suppose I did. I do not remember particularly now.

Q. Please state what the explanation was.—A. There was to have been \$10,000 transferred to the Congregational Church account from this fund, but it had not all been transferred. When we transferred the amount, we had the vouchers, for it made our account the same.

Q. How much of it had been transferred?—A. Six thousand one hundred and ninety-three dollars and twenty cents.

Q. By whose authority was that transfer made?—A. By authority of the treasurer, General Howard.

Q. Do you know anything of a discrepancy in the accounts of \$2,214?—A. No, sir.

Q. In the accounts kept by your bank when party depositaries are entitled to interest, is it paid to them in money, or carried to their credit on the face of their account?—A. Carried to their accounts.

Q. Was that the case with the Barry Farm fund?—A. There has never any interest been paid to the Barry Farm fund.

Q. I understood the cashier to say that was the case with all the depositors?—A. To all depositors when it remains for a certain length of time.

Q. What was the difference between that account and the others?—A. This was money deposited in the bank and being drawn out all the time.

Q. Have you ever received deposits from that fund of any other character than money itself, in the shape of any securities of any kind?—A. No, sir.

Q. Has that account ever been overdrawn?—A. I think not.

Q. Please turn to the account of General Howard and see during the years 1867 and 1868 if there was any deposit made of \$8,461 75.

(Question objected to by Mr. Perce as improper, because it is an inquiry into the private account of General Howard. Mr. Hoar desired that the respective parties should be heard before deciding on the admissibility of the question, and, on motion, the rules were suspended for that purpose. The witness having withdrawn from the room, Mr. Wood stated that the amount named in this question, and one or two other amounts, appeared in the testimony in connection with the Barry Farm fund, which they had so far been unable to trace. Mr. Ketchum said that, with this explanation, he would interpose no objection to the question. After debate by members of the committee, the objection was sustained and the question excluded. The witness was again called in.)

Q. Has General George W. Balloch an account here?—A. Yes, sir.

Q. State whether he has more than one account here?—A. He has but one account.

Q. Is that as an individual or as an officer?—A. That is as an individual.

Q. That is the account of the university?—A. Not that I know of; it is on the books as the account of George W. Balloch.

Q. By whom are drafts signed drawn against the university fund?—A. By John A. Cole, treasurer.

Q. Have they always been drawn by him?—A. No, sir.

Q. Who drew them before he did?—A. General Howard drew them, as treasurer.

Q. Has not General Balloch ever drawn against the account as treasurer or disbursing officer of the university?—A. No, sir, not to my knowledge.

Q. Please turn to that account and give the first entry?—A. March 24, 1868, deposit, \$68.

Q. Please give me the credit amount of deposits of that fund down to the 1st of January of this year?—A. Up to the 1st of January, 1867, the aggregate deposits were \$4,348 52.

Q. Are there any accounts here of any officers as such connected with the Freedmen's Bureau?—A. No, sir.

Q. Have you any account here of General Balloch as disbursing officer of the Freedmen's Bureau?—A. No, sir.

Cross-examination by Mr. KETCHUM:

Q. You speak of an excess that was in the fund as compared by your own account as compared with the account of Major Clarke; did you state what the precise difference was?—A. Yes, sir; \$3,806 80.

Q. Can you explain how that difference arose, who made the mistake, and what the mistake was, as far as you could ascertain?—A. There was no mistake about it. It was simply that there were vouchers for a certain amount that had not been paid. When that was paid the account balanced exactly.

By Mr. MCNEELY:

Q. I notice on one of these books, page 11, of the account of the Barry Farm fund, some pencil mark that General Howard as treasurer ends here, and below a continuation of the Barry farm account; what does that mean?—A. That the account of Mr. Cole, as treasurer, commences there.

Q. Then General Howard ceased to be treasurer of the Barry Farm fund at that time?—A. The last credit of his appears April 15, 1869. Since that time Mr. Cole has been treasurer of the Barry Farm fund.

Q. Do you say that you have been actuary or acting in your present capacity in this bank during the entire period covered by his account?—A. No, sir.

Q. What time during that period have you not been?—A. I was elected assistant actuary, and dated from the 1st of July, 1869.

Q. Since the 1st of last July you have been assistant actuary; since that time you have not been book-keeper?—A. No, sir.

Q. Then what have you had to do with these books since the 1st of last July?—A. Nothing, except having a general oversight of the business.

Q. You have not kept the accounts yourself, and know nothing of the manner in which they have been kept, except from your general oversight?—A. No, sir.

Q. Since that time who has kept the books?—A. The original entries were made by Mr. Wilson and his assistants, who helped him post the books.

Q. The entries which appear on the books since the 1st of July last were made by Mr. Wilson?—A. There have been several to work on them.

Q. State who they are?—A. Mr. Boston has done most of the work. He has been assistant cashier during the same time that I have been assistant actuary.

Q. Has this bank paid any interest on the Howard University fund?—A. No, sir.

Q. What are the aggregate amount of deposits made by General Howard in his individual capacity as shown by these books in the bank, year by year, for these several years?

(Question objected to by Mr. HOAR as improper to inquire into the private accounts of General Howard, and question excluded.)

Q. Was the Barry Farm fund paid into the bank in currency, or in checks, or in drafts?—A. I cannot tell that.

Q. Do you know how the Howard educational fund was paid into the bank; whether in checks, in drafts, or in money?—A. I do not know that.

Q. Who would be the proper person to answer that question?—A. Mr. Wilson, if any one.

Q. Would the books show that?—A. No, sir. We received checks for money, and put it all in as cash.

Q. Please turn to the account of General Howard and see if, during the years 1867 and 1868, there was any deposit made of \$461 75.—A. There is no such sum.

Q. Is there any amount of \$5,000?

(Question objected to by Mr. HOAR and withdrawn.)

Q. Is there any deposit of \$52,000 there to the credit of General Howard during that period?—A. No, sir; there is not.

WASHINGTON, D. C., May 20, 1870.

H. V. BOYNTON sworn and examined.

By Mr. WOOD :

Question. State your residence and occupation.—Answer. My legal residence is Cincinnati, but I have been stationed in Washington for the past four or five years. I have charge of the special dispatches to the Cincinnati Gazette, the Chicago Tribune, the Missouri Democrat, and the Pittsburg Commercial. I correspond by letter for the Cincinnati Gazette alone.

Q. How long have you been stationed here?—A. I came here in December, 1865, I think; at any rate, in the early part of the winter following the close of the war.

Q. And you have been here continuously since when?—A. Since the winter of 1865-'66.

Q. Are you familiar with Howard University and the grounds on which the building stands?—A. I have been on the grounds three or four times, I think. I have not been there now for nearly a year.

Q. Did you visit the grounds about the time the accident occurred to the building?—A. Yes, sir; I went over the grounds at that time.

Q. You saw the main building?—A. I had seen the main building previously to that, I think. I am not quite confident.

Q. Please state what you saw when your attention was attracted to the cracking of the walls there, and give a general description of things connected therewith.

Mr. HOAR. Is there any purpose to change the description of the condition of things already given? That has been already very fully and satisfactorily proved by a number of witnesses.

Mr. KERCHUM. There is no such intention on the part of the defense.

Mr. WOOD. O, well, if General Howard admits all that has been proved as to the condition of the building, the character of the material, and the causes which led —

Mr. HOAR. The causes is quite another matter.

Mr. KERCHUM. We are content with the evidence upon the construction and condition of the university building as it stands.

Mr. WOOD. Well, after the accident to the building, was any attempt made to repair it; and if so, in what respect?

A. What was being done was this: on the north side of the university, along the cracks, every other brick was being taken out, and a half or a whole brick, as the case might demand, inserted for the purpose of closing up the cracks. I observed about three hundred bricks that had been put in on that face of the wall where these men were at work.

Q. Did you know anything of some houses built of the same material upon the grounds there?—A. I saw some houses there, portions of which had fallen down. I saw General Balloch's house after the back part of it had fallen. I saw four houses on the northwestern part of the ground, portions of the walls of which had scaled off. On a

second visit I saw those walls being taken down. They had been put up to the second story, and the joists for the second floor had been laid.

Q. What was the cause of the falling of this building?

Mr. KETCHUM. I object. This witness is not a builder.

A. I did not testify that they fell, I think. I meant to say that they scaled off, and portions of them were taken down.

Q. Were there men then employed in taking down those houses?—A. Yes, sir; they had taken one of them down, with the exception of a small part of one wall, and were working at taking down the walls of the other house. There were two double houses, making in fact four houses.

Q. Did you have any conversation with those men?—A. Yes, sir.

Q. What was the cause, as stated by those men at the time, why those houses were being taken down?

Mr. KETCHUM objected.

Q. What, in your opinion, was the cause?

Mr. KETCHUM objected.

Q. Of what material were those buildings composed?—A. Of the patent sand brick.

Q. Of the Building Block Company's material?—A. Yes, sir.

Q. Do you know anything of the nature of that material?—A. I have seen large quantities of it on the ground; I have seen experiments at the navy yard in testing it; I have my own opinion of it as a building material, if you want to know that.

Q. Is your opinion based upon those experiments and those tests?

Mr. HOAR. We have a record of the tests; we have the opinions of the government architects, and of the architects of the Capitol on the one hand, and the opinion of the president of the Building Block Company, and of several practical builders, on the other. The practical builders are the witnesses who are to give us opinions; the other witnesses, only facts.

By the CHAIRMAN:

Q. Are you an expert in the matter of building materials?—A. I had the regular West Point mathematical course of education, with the part pertaining to building materials and engineering; I had a subsequent course of instruction in engineering under West Point officers, and had a year's class experience in the field. I know the general strength of different kinds of building materials, both from the text-books and from experiments with such material. I have never put up a building.

Q. The question is, whether your knowledge of the subject is sufficient to enable you to give a competent opinion on the character of this particular material?—A. I have very fixed opinions; it is for you to judge whether I have any right to state them.

Q. We want to know what you think of your own capacity to judge?—A. I have no hesitation in saying that I consider this material utterly worthless for large buildings.

Q. Upon what do you predicate that opinion?—A. From what I know of building materials, and from the tests of this material that I witnessed. On testing sixteen or seventeen blocks, the pressure that would crush them was less than the pressure necessary to crush chalk. It has less strength as a building material than chalk. Besides the men there at work admitted—

Mr. KETCHUM objected to the introduction of the admissions of other parties.

Q. How long did those experiments last at which you were present?—A. Four hours one day, and I saw the entries for another day.

Q. And your estimate of this material for building purposes is based upon what you saw of them upon the ground, and the experiments you witnessed at the navy yard?—A. Yes, sir; and from what I know of building materials in general. For instance, while granite sustains on the average four and a half tons to the square inch, this building block material will sustain but about from three hundred and nineteen to three hundred and ninety-nine pounds to the square inch, according to their series of experiments.

Q. How does this material compare in that respect with ordinary brick?—A. A column of brick, it is estimated, will safely sustain from eight hundred to eleven hundred pounds to the square inch.

Q. General, did you ever have any conversation with General Howard in reference to church bonds—the bonds of the First Congregational church in Washington city?—A. I had a conversation with General Howard, or rather he came into my office, and began a conversation with me on that subject.

Q. When was that?—A. Some time last December, I think; not long before New Year's.

Q. State, in brief, the substance of that conversation.—A. One evening about that time General Howard called upon me, in company with Mr. Pratt; I do not know his first name; he is connected with the Young Men's Christian Association. Mr. Pratt came in first and said that General Howard was at the door and would like to speak with

me. I invited him in, and we sat in our back office and had a talk in reference to these matters. The general either showed or repeated to me the substance of a dispatch which appeared in some eastern paper, to the effect that he, General Howard, had turned over some portion of the soldiers' bounty fund in his possession to the Freedmen's Bureau, and had it invested in the bonds of the First Congregational church and of the Young Men's Christian Association of this city. That was the substance of the dispatch, as nearly as I can recollect. The general said: "I have been trying to see some one in connection with this affair, and I want to say to you that this is not true; I have the whole of this retained bounty fund on deposit in government bonds, as required by law. In reference to the Young Men's Christian Association bonds, Brother Pratt here knows that when I made my subscription to the Young Men's Christian Association bonds I overdrew my bank account," and this gentleman assented to it. I interrupted General Howard and said, if he would allow me, I would like to say that, while I had some general knowledge in regard to these matters, I had furnished no material for that dispatch nor been in any way connected with its publication; but I added I had understood that he had invested quite a sum, either from the bureau directly or through the university, in bonds of the First Congregational church, and another sum in the Young Men's Christian Association bonds. The general replied, substantially: "Well, you are right; there is about \$20,000 in bonds of the church." To which I replied, "I understood it was a larger amount." "Well," said he, "it is \$36,000." Said I, "I understood that the bonds of the church were in part sent somewhere down the seaboard to help schools. I heard it was North Carolina." Said he, "No; to Virginia." Said I, "I understood that the Young Men's Christian Association bonds were sent to Tennessee to help schools." He said that was correct; that they had been sent to — I forget which he said, Memphis or Nashville. That is the substance of our conversation on that subject as accurately as I am able to give it.

Q. Was anything said in the course of that conversation with reference to army regulations?—A. Not as connected with those bonds. That came up in a conversation with reference to officers of the bureau being engaged in contracts.

By the CHAIRMAN :

Q. Was that conversation on the same occasion?—A. Yes, sir; the same evening.

By Mr. WOOD :

Q. Then you have not related all that was said on that occasion?—A. We had a long and friendly conversation in reference to various matters which had been the subject of controversy between the general and myself, as the representative of the Gazette. I do not know that I can give the order of the conversation exactly.

Q. What was said between you in reference to that matter of army regulations?—A. We were talking in a friendly way, as I have said. I remarked to General Howard: "If there is anything I have misunderstood I should be very glad to have it set right. Now, I wish you would explain this: your brother was assistant commissioner of this District and at the same time a member of the Building Block Company. Some of the other officers of the bureau are connected with the company. He, as such officer of the bureau, makes a contract for the building of the hospital. The specifications provide that the material which his company is making shall be used in the hospital, for the building of which he, as assistant commissioner of the bureau, makes the contract. Now," said I, "how do you make this action accord with army regulations?" At first he dissented from the idea that the specifications provided for the use of this material; but I told him I had seen the specifications for one of the contracts. Then he said he supposed they had done a good many things that could not be covered, exactly, by army regulations.

Q. Was there anything said in that conversation in respect to lumber used on the university ground by the Building Block Company?—A. Yes, sir; I said to General Howard, "General, I have always said, in relation to this matter, that up to a certain time you had been held *officially* responsible for many things for which you were not *morally* responsible. Then I gave an instance of what I meant, by calling the lumber matter to his attention. I told him that Mr. Alvord, as I understood, had been to his brother's headquarters, to say that he (General O. O. Howard) had ordered or given permission for that lumber to be used by the Building Block Company; that the officer on duty had refused to let the lumber go for that purpose; that Alvord had reported him to the general, upon which it came out that the general had given no such order; that subsequently, when the general went away, and General Whittlesey was Acting Commissioner, he had directed the use of this lumber; and that, subsequently, when General Howard came back, and these facts were reported to him, and no steps were taken by him against General Whittlesey, he (General Howard) became responsible for them. I told him that was an example of what I meant by his being *officially* committed to some things for which he was not *morally* responsible, until he became acquainted with them, and took no action in regard to them. General Howard said he had since obliged the building company to pay for that lumber. I told him I knew

something with reference to that; and there the conversation on the subject of the lumber stopped.

Q. What did you mean by saying that you knew something with reference to that?—

A. Of my own personal knowledge I do not know anything. I can very readily say what I mean, if it be desired; but it is not personal knowledge.

Q. In that conversation, or on that occasion, was anything said by General Howard with reference to bounty frauds in Kentucky?—A. Not in that conversation, that I recollect.

Q. Or about Langston going south as superintendent of the schools of the bureau?—

A. No, sir. I had a conversation with the general in reference to that, but it was on another occasion.

Q. Have you stated everything in connection with that conversation?—A. So far as relates to the university or to the general's official action in connection with that, I think I have stated substantially our conversation; there were other matters of conversation, which I have not stated, and which have no relation to his official doings.

WASHINGTON, D. C., May 24, 1870.

H. V. BOYNTON—Examination continued.

By Mr. WOOD:

Question. In your last conversation you detailed one conversation you had with General Howard. You stated you had several conversations.—Answer. Yes, sir; and on two different days, to some extent. I would like to make one statement in reference to my testimony of last Saturday, in justice to General Howard. I had a chance of looking over my testimony and I found a single sentence was not as definite as it might be. I may have conveyed an idea that General Howard had admitted that it was this retained bounty fund which he had turned over to the church and the Young Men's Christian Association. I said, when I saw that paragraph in the Dispatch, that, so far as I understood it, that was an error. My impression was, it was the regular funds of the bureau. I want to say that the general did not admit to me that it was the retained bounty fund that had been turned over.

Q. Did you conclude your testimony as to the whole of that conversation?—A. There was a single statement in addition, which I might make, that the committee may deem to have some bearing upon the subject. After the general said that this sum was \$36,000, I said, "General, then I suppose the government would own this church." To that he answered, "No; the university would, if the bonds were called in." So far as I recollect, nothing further was said in that conversation connected with General Howard's official conduct.

Q. Did you ever have any conversation with General Howard as to the bounty frauds in Kentucky?—A. Yes, sir.

Q. Please to state to the committee all that occurred at that conversation, so far as anything stated therein related to his official duties.—A. That conversation came about in this way: I was on my way to Gettysburg, and on getting into the car at the Baltimore and Ohio depot here, General Howard had a seat at one end of the car and I at the other, on the opposite side. An officer of the army shortly afterward introduced himself, and said he brought the compliments of General Howard, who would like to speak to me. I went where General Howard was sitting; the General said, "I see you have been making some statements with reference to the conduct of the Freedmen's Bureau officers in political affairs in Maryland." I said, "I intended that not to apply to you personally, but to those agents of the bureau in Maryland engaged in educational matters."

Q. When was it that this conversation occurred?—A. About the first week in August, 1869. I was on my way to the Gettysburg celebration. General Howard then said that the officers here disclaimed any connection with matters of that kind, as did also the officer on duty in Baltimore. I said I had no acquaintance with the officer there, and had made this statement with reference to those who had been connected with the educational work in Maryland. I then detailed what I had learned in Virginia, while on a visit at General Schofield's headquarters, with reference to a similar matter there. I said, "General Howard, I understood that Mr. Langston had been engaged in working up the South for Mr. Chase and General Howard."

Q. What do you mean by that expression, "working up the South?"

Mr. KERCHUM objected to any explanation, insisting that the witness should simply make a plain statement of his conversation and let it explain itself.

Mr. HOAR. As I understand, the pertinency of this evidence consists in what was said to General Howard, and what General Howard replied, and not in what the witness may have meant by what he said.

Mr. WOOD. When the witness stated that they were "working up the South" in the

interest of Mr. Chase and General Howard, that of itself did not mean anything. But go on in your own way. What was said next?

A. I said that what I had heard from General Schofield's officers was that Langston had been through Virginia and further south, forming societies among the colored men with a view to these gentlemen as candidates for the next presidency. The general said that he believed that Mr. Langston had been doing something of that kind, or taking part in political matters there. Then he said that he had been a friend of General Grant's; that he had been advised not to attend a certain meeting in behalf of General Grant; that it might injure his prospects for the Vice-Presidency; but that he paid no attention, and attended the meeting. I said that I had made a publication with regard to bounty frauds in Kentucky from information received from friends in Cincinnati; this publication implicated General Stephen G. Burbridge and Thomas Campbell, of Bowling Green. General Howard replied: "You are correct; Burbridge was engaged in this matter, and Mr. Campbell." I then said: "General, my suspicion had been excited, when I made the first publication giving the outlines of those frauds, from the fact that the statement was contradicted in the Chronicle, claiming to be by authority; and I then proceeded to tell the general what my information was in reference to those operations in Kentucky and Tennessee. I do not know whether I am to state what I then detailed to him as to my information and the sources of my information. I had said to the general before that I was surprised to find it contradicted. He said that the outlines of the matter, as I had given them to him, were correct. I will state what it was that I told him I knew, if the committee deem it proper.

The committee requested the witness to give a full statement of the conversation as it occurred.

WITNESS. My statement in reference to the publication regarding those bounty frauds was this: that I was in Cincinnati in the fall presidential election, and a friend of mine, a banker —

Mr. HOAR. Is this what you said to General Howard?—A. Yes, sir; I told him that a friend of mine had asked me in what manner these bounties to colored soldiers were paid through the Freedmen's Bureau in Washington. I told him I was not thoroughly acquainted with that matter. He said that there was a great scheme on foot, and that he had been invited to go into it, but refused. I inquired of him further in relation to the matter. He said that those who had made this proposition had told him that if he would put in \$10,000 or \$20,000 into this scheme he could double it in three or four weeks; that they expected to make \$200,000 or \$300,000 in Tennessee before New Year's. Their plan was this: To obtain from Washington a statement of the settlement of the accounts of the soldiers and the bounties due them, and then send agents throughout the State to buy up the claims of those soldiers at about 40 cents on the dollar; then to get vouchers or statements in regular form and receive the money on them from the bureau officers; and the difference between the 40 per cent. and the 100 per cent., or face of the claim, would be their profit. General Howard said that they did expect to make \$200,000 or \$300,000 before New Year's; that was their intention; but, he said, measures had been taken, as soon as the bureau became acquainted with the facts, to put a stop to these operations. Then it was that I put in my remark that my suspicions had been aroused by the contradiction of the statements I had published. As soon as my dispatch got back to Washington it was contradicted in the Chronicle and two of the evening papers, the statement being added that it was by authority.

Q. Who were the parties implicated in those frauds?—A. General Burbridge and Mr. Campbell, of Bowling Green, were, I think, the only ones referred to in this conversation.

Q. And General Howard stated that they had been implicated in this matter?—A. Yes, sir.

Q. Did either of these men hold any position under the bureau?—A. I am unable to state; I believe not. I have no personal knowledge regarding the matter, however.

Q. Were any of the officers of the bureau personally implicated in those frauds, as you know, or as that conversation with General Howard would lead you to understand?

Mr. HOAR. It strikes me that question is not within our rule.

Mr. WOOD. Were the names of any of the officers of the bureau mentioned in that conversation, as being implicated in those transactions?

A. No, sir; except that General Burbridge claimed to have authority from the bureau for his operations.

By Mr. BRADLEY:

Q. You mean that you stated this in that conversation?—A. Yes, sir; and General Howard disclaimed his having authority from the bureau.

Q. Have you narrated the whole of that conversation with General Howard?—A. On those points I have; that is the substance, so far as I recollect.

Q. This conversation, I understand you to say, was in August, 1869?—A. Yes, sir.

Q. When was this conspiracy to defraud these freedmen supposed to have been entered into?—A. In the summer or fall previous of 1868.

Q. General Howard said that he had taken measures to put a stop to it?—A. Yes, sir; I so understood him.

Q. But he admitted the fact of their existence?—A. Yes, sir.

Q. Go on and state anything further in reference to this subject that was said during this conversation or any subsequent conversation?—A. We conversed also with reference to my letters to the Gazette, and the charges made in those letters.

Q. Please state that conversation so far as General Howard made any reply. State the nature of the charges in those letters to the Gazette.

Mr. KETCHUM. I submit that the witness should not be called upon to give the nature of the charges in the Gazette any further than they were stated in the conversation that took place between him and General Howard.

A. I said to him, "General, I am very glad to have this opportunity of talking with you in reference to the letters in the Gazette. I wish to disclaim having any personal feelings in the matter." I said, "You must do me the justice to admit that my first publication against the bureau was long after any causes which we had for dispute on other subjects; my first statement in reference to the Howard University was called out by Mr. Elliott's bill to discontinue the bureau, which was so worded in its title as to call it a *discontinuance*, when the body of the bill provided for its *continuance*. Our papers were opposed to its continuance beyond the time it was regarded as necessary. I referred him to the fact that I had defended the bureau warmly for eighteen months after some other causes of difference had arisen between us, and also against one warm personal army friend. Then the general spoke particularly of my first letter; he said he was riding on the cars in Ohio when it came out; that he was much aggrieved at it, principally because it had a tendency to create the impression that he had been making money out of the bureau, which he certainly had not done; for about that time he had made a subscription to the church of from \$3,000 to \$5,000, which was half of all he was worth at the time. I said, "General, I am very glad to say to you, on behalf of the Gazette, that we would be glad to publish from you, or any of your officers who were responsible for the statement, anything in answer to the charges which we have published from time to time." The general replied that they considered a great deal of them erroneous; that the trouble was some of it was true; that our business as newspaper men was to write, and that they could not afford to get into controversy which would necessarily seem one-sided.

Q. Was that all of your conversation?—A. That was the substance of it; it was a long conversation, for it lasted all the way from here to Baltimore on the train. I could not pretend to give the exact words, but I have related the substance of it.

By Mr. BRADLEY:

Q. I understand that the part of that conversation in reference to the bounty frauds arose out of some letters of yours in the Gazette?—A. Yes, sir.

Q. And General Howard said that he had put a stop to them?—A. Yes, sir.

Q. Did he state when he had stopped them; whether before or after the publication of those letters?—A. No, sir.

By Mr. WOOD:

Q. Have you stated all the conversation you recollect of having with General Howard appertaining to these subjects?—A. Yes, sir; so far as they occur to my mind at present.

Q. Do you know of any facts within your own knowledge in addition to what you have stated as to this conversation, such as would be evidence bearing upon the charges in this case?—A. Well, I should like to look at a copy of the charges.

(A copy of the charges is handed to witness for perusal.)

All that I know further of these matters is from what I have seen in official papers. I do not know whether you would call that personal knowledge.

The CHAIRMAN. These charges are all that the committee are empowered to consider.

By Mr. KETCHUM:

Q. Do you mean to say that General Howard, when you spoke of General Burbridge and Mr. Campbell, assented to the statement that they were guilty, or assented only to the statement that they had been accused?—A. That they had been concerned in the frauds. His language was: "You are correct; they were concerned in that matter."

Q. Are you sure he did not say they were accused of *being* concerned?—A. I am sure he said, "You are correct; they have been concerned in the matter."

Q. You are sure he did not say, "You are correct; they have been accused of being concerned in the matter"?—A. No, sir; that is not what he said.

Q. Now, sir, when General Howard spoke about having made a subscription to a

Washington church amounting to half of what he was worth, did he not say to half his available means?—A. No, sir; I am sure he said amounting to half he was worth.

Q. You are sure, then, he did not say half his available means?—A. No, sir; "available means" were not the words he used.

Q. Are you a son of Rev. Dr. Boynton, who testified before this committee?

Mr. WOOD objected, on the ground that the relationship existing between this witness and another witness was not competent as proof or disproof of anything before the committee.

The question was withdrawn.

Mr. TYNER. I wish to say that, when the testimony of this witness is concluded, I shall move to strike out a considerable portion of it.

By Mr. KETCHUM:

Q. Have you furnished news for any newspaper excepting those you named on direct examination?—A. I have no regular connection with any other papers, except that I have written some letters for Henry Ward Beecher's new paper within two or three months.

Q. I did not ask you to specify what you wrote for; I merely asked as to the fact of writing.—A. Well, I have no regular connection with any paper excepting those I have named.

Q. Have you furnished news to any other newspapers excepting those you have named?—A. I have furnished news in paragraphs for many other papers at times through the associated press. We newspaper men trade paragraphs every day of our lives.

Q. Have you furnished anything inside of the last two months to the New York papers in reference to this investigation?—A. I have probably talked with New York correspondents in reference to it, and they have talked to me. I have written no paragraphs for any New York newspapers.

Q. When were you summoned to attend here as a witness?—A. Within a week of the commencement of the investigation.

Q. Have you attended many times?—A. I have reported every day, either here or at Mr. Bradley's office.

Q. Do you know of Dr. Hiram Barber's testifying here?—A. Yes, sir.

Q. Did you send to a New York newspaper office an account of his first day's testimony?

Mr. ROGERS objected.

WITNESS. I would like to state frankly all I have done; and if anything is not pertinent, it can be stricken out afterward.

The CHAIRMAN. But we do not want unnecessarily to cumber up records and occupy the time of the committee.

Mr. HOAR. I suppose that, in cross-examination, it is competent to show any hostility or strong bias on the part of the witness.

Mr. TYNER. If the purpose of the examination is to test the unfriendliness or bias of the witness, or his credibility, I should be in favor of permitting Mr. Ketchum to proceed.

Mr. KETCHUM. I do not wish to say anything to offend the witness; but I do wish to examine him for the purpose of showing that he has a bias, and a decided one.

Mr. ROGERS. I will withdraw my objection.

(The question was repeated.)

A. I am unable to state in reference to that. I probably sent whatever I learned to my own papers. I do not know that I got Dr. Barber's first day's testimony; if I recollect rightly, on the first day he declined to state anything with reference to his testimony; on the second day —

Q. All that is no answer to my question.—A. Well, I have no recollection of sending any paragraphs at all to any New York paper; other newspaper men may have seen my paragraphs.

Q. State whether you did, or did not, report that Dr. Barber testified that Howard University had donated a lot of ground to General Howard.—A. I cannot say; I do not recollect.

Q. Were you educated at West Point?—A. No, sir; but I received a West Point course of education.

Q. By what professor were you instructed?—A. I was instructed by more than one professor, sir.

Q. Were you ever instructed by any West Point professor?—A. I was instructed by a professor who was a graduate of West Point.

Q. By whom, and where?—A. By Colonel E. W. Morgan, at Frankfort, Kentucky.

Q. For how long?—A. Five years.

Q. When?—A. I entered the sophomore class in 1855, graduated in 1858, and afterward.

Q. Do you know personally the strength of the material of which you have testified

heretofore, or have you testified from what was announced by those who made the experiments?—A. I testified in reference to the patent brick from having seen the experiments myself—in reference to other materials, from what is stated by engineers.

Q. In the case of the patent brick, did you examine the weights and powers used in the crushing process?—A. Yes, sir; I stood at the machine during the series of experiments, and took the same notations that the officers in charge did.

Q. What were the dimensions of the granite whose strength you have narrated?—A. I spoke of the strength of the granite being about four tons.

Q. I am not asking the strength, I am only asking the size of the blocks with which the experiments were made.—A. I think an inch and a quarter. They usually take a small piece of from an inch and a quarter to a two inch cube.

Q. I did not ask you that. What I want to know is, whether you obtained your knowledge regarding granite from having seen experiments with it, or in what way?—A. I know from works on engineering.

Q. Then you saw no operation or experiments on granite?—A. No, sir.

Q. But you stated the strength of granite?—A. Yes, sir; I know the strength of granite and other materials.

Q. How long were you at the university building, at the time when you counted the cracks in the walls, and the number of bricks that were put in to repair it?—A. Probably some two or three hours.

Q. When was that?—A. In the summer of 1868. I can tell by referring to the letters I wrote about it, if necessary.

Q. Was it before or after the fall of the hospital?—A. As to that particular visit I am unable to say.

Q. I only asked whether the visit at which you counted twelve cracks in the wall, and three hundred bricks being put in to repair it, was before or after the fall of the hospital?—A. I think it was several months before.

Q. You are not sure of it?—A. I feel very sure of it, but do not wish to testify positively, because I visited it both before and after the hospital fell.

Q. Did you go on the hill and look at the buildings there?—A. Yes, sir.

Q. Was that in cold weather?—A. It was not, sir. That is, I visited it in the summer, and —

Q. I am speaking of this particular visit.—A. I testified, I think, that I had visited it on several occasions.

Q. You say you went to the place after the hospital fell?—A. Yes, sir; I went there several times.

Q. I am speaking of the time after the hospital fell, when you went onto the hill, and examined the building there. Was that cold weather?—A. I cannot tell. I have been there on several occasions. I have been there in very cold weather, and I have been there in very hot weather. I have seen the effects of cold weather on the buildings, if that is what you want to know.

Q. When you went to the place where the four houses were that looked like two houses, was that in cold weather?—A. Yes, sir.

Q. Was that after the hospital fell?—A. I cannot say.

Q. Do you mean to testify that those buildings fell?—A. I testified that the walls had scaled off, and the men were taking them down.

Q. You testified that as to one.—A. Yes, sir.

Q. But not as to the other.—A. I testified that one of them was being taken down, and the other was standing, but with the walls scaled off. I said that the walls of one of the buildings was up as high as the second story, and the second floor timbers were laid; not the floor, but the joists.

Q. Now, sir, can you testify whether or not it was in cold weather that you saw those walls split, and the new bricks being put in in place of the broken ones?—A. It was in hot weather.

Q. Before or after the hospital fell?—A. Before, I think.

Q. Where did you find the twelve cracks of which you speak?—A. Well, at the first windows back from the corner of the building. I should say eight feet from the corner, at a guess, there was a crack under each window. From the top of each window to the bottom of the window in the story above there would be a crack. Then on going above that window, there would be a crack from there to the window sill above, and so on, till you reached the roof; and all around the building there were such cracks as these. In the university building and in the dormitory, there were twelve cracks in one and sixteen in the other, but which is which I cannot testify to positively now.

Q. Do you count the crack from a window in the first story to a window in the second story as one crack, and from that window to the window above as another crack, and so on?—A. No, sir; all the cracks in one line, from the ground to the roof, I count as one crack. On the north wall there were cracks on each side of the main entrance, not generally interrupted by windows.

WASHINGTON, D. C., May 25, 1870.

H. V. BOYNTON—Examination continued.

By Mr. KETCHUM:

Question. You have a good recollection that Dr. Hiram Barber did not inform you, on the first day of his examination, what he testified to, and that you did not report it to the press?—Answer. I do not know whether Mr. Barber was examined two times or three, but I know that on one of those days I met him and asked him the substance of his testimony, and he replied that he would rather not say anything until after his testimony was finished. That may have been the first day, and it may have been the second. At any rate he told me nothing.

Q. So you did not report any of his testimony until it was finished?—A. I believe not, sir. I cannot say for certain. I heard a good deal about his testimony.

Q. From whom?—A. From men in the hall—one or two newspaper men.

Q. You have sent a good deal about this investigation to your paper, have you not?—A. Yes, sir; as about everything else going on in Congress.

Q. I understand that you waited for the witnesses, and as they left the room you inquired of them their testimony?—A. Some of them I did, and some of them I did not. Dr. Barber I did not.

Q. If Mr. Barber did not tell you his testimony, who else did?—A. Any of the newspaper men might have done so. I had a conversation with Mr. Talcott about it, I remember.

Q. Be so good as to look at this paper, the Cincinnati Gazette of the 21st of April, and see if it contains anything purporting to be a statement of what Dr. Barber testified to before this committee?—A. Yes, sir; it has what purports to be the substance of his testimony. I sent that dispatch.

Q. On the 20th of April?—A. Whatever the date is, sir; I did not notice.

Q. Did Dr. Barber ever state to you, at any time, that he had answered here, on the second day of his examination, that he had told you what his first day's testimony was?

Mr. ROGERS. I object. If the committee were examining as to how the testimony got out of this house the question would be pertinent; but as it is, I do not see any purpose in it.

Mr. KETCHUM. I wish to test the memory of this witness, upon which much depends. He may have the same weaknesses the rest of us have, and I propose to show —

Mr. ROGERS. It looks to me too much like an inquisition on Mr. Barber, and an implication at least that he acted wrongly in the matter, which is not in our line of investigation.

Mr. HOAR. There can be no such implication, for Mr. Ketchum has plainly said that his only purpose in asking the question was to test the memory of the witness, upon which much depended. Still, it seems to me that it is going rather further than there is any need of.

The CHAIRMAN took the vote of the committee, and the question was excluded.

By Mr. KETCHUM:

Q. When was it that you went to the university building and counted the cracks, and the three hundred bricks being put in to repair the walls?—A. I could not tell the exact date now. I could ascertain by looking at the record of letters I have at home.

Q. You say the cracks began under the window, and appeared in the intervals of wall between the windows all the way up to the roof. Do you remember now how those cracks appeared?—A. I testified that they appeared under many windows, instead of a window.

Q. Do you remember how those cracks appeared?—A. Certainly I do.

Q. And you remember the appearance of the wall between the windows, all the way up?—A. Yes, sir.

Q. Was the appearance of the wall between the windows the same all the way up?—A. There were water-tables above some of the windows; over the last ones, I suppose not.

Q. You are sure there were water-tables between the windows?—A. I call them water-tables—they were strips of darker colored material.

Q. Were the spaces between the windows built up with building blocks of uniform size?—A. I cannot tell you, except so far as these water-tables, as I call them, may be considered to form a part of it.

Q. Was there any water-table to the building, except at the top of the foundation and at the base of the superstructure?—A. I cannot tell you. What I mean by water-table is a strip of that darker colored material inserted between the windows; it may be that they are not what builders term water-tables.

Q. How wide are they?—A. I cannot tell.

Q. Have you no recollection whatever?—A. My opinion is, eight or ten inches; I made no measurements.

Q. Did you notice any windows between which and the windows in the story above there were no building blocks at all, of any kind?—A. It may have consisted entirely —

Q. The question is, *did you notice*?—A. I did not notice.

Q. Then you do not recollect whether, in some of those spaces, it was paneled with very large block, without any bricks at all?—A. As I recollect, there was this strip that I call —

Q. Did you notice the panel?—A. I noticed that strip, if you call that a panel.

Q. What do you mean by that?—A. I mean those blocks of dark colored material that were made in molds there from eight to ten inches wide.

Q. Allow me to call your attention more particularly to this: Do you, or do you not, recollect having seen, at that time, spaces in the wall between windows of a lower and a higher story, that were entirely occupied by panels, or large pieces of material?—A. I recollect exactly this: That between some of those windows there was a wide strip of darker material, different from the ordinary building block.

Q. And this is the strip of eight or ten inches that you speak of?—A. I said I did not measure it; I recollect it as about eight or ten inches.

Q. Did you notice any pieces as large as eighteen or twenty inches square, in that paneling, of different appearance from the other wall altogether?—A. I have no recollection in reference to it, sir.

Q. You have no recollection of a more prominent part around the paneling?—A. Not particularly, sir.

Q. You know what a panel is do you not?—A. Yes, sir.

Q. And what a style is?—A. Not by that name, sir.

Q. Do you know what a rail is, in a door?—A. Yes, sir.

Q. And a style in a door?—A. No, sir, not by that name.

Q. I suppose you call *those* "rails?" (pointing to a certain part of the floor of the room.)—A. I do not know.

Q. A panel is the sunken part in a door; the top piece and the lower are rails; and the style is the perpendicular piece. The rails and the styles inclose the panels like a frame. Did you notice, between the windows of the university building, such a frame, and the panel within it?—A. I do not recollect that I did, sir.

Q. Did you perceive, in any such place, between any such windows, a crack?—A. I cannot tell that; but I know I traced the cracks from the foundation of the building to the roof.

Q. Are you sure you did between the windows, through the spaces occupied by these larger blocks, that you call water-tables?—A. I testified that the crack ran across a brick, and then between two bricks, as the case might be.

Q. I am not asking what you testified to. Did you observe that all around that university building, on every side of it, between the second and third stories, such panels as I have described occupied the whole space between the windows?—A. I do not, unless the panels you speak of are the strips I testified to.

Q. If you do not recollect those panels you certainly have not a perfect recollection of the face of the building.—A. That depends upon what you call a "perfect recollection." I have such a recollection as would naturally come from visiting the building perhaps six or eight times.

Q. Did you, while at the building to see the cracks, make any examination toward ascertaining whether the Howard University building was a safe one or not, except this going around and looking at the building and the material on the ground?—A. Yes, sir; I tried large quantities of the material. I visited the works where it was made, the sheds where they had it, and the places where it was stacked up.

Q. Do you know how the inner partitions were made?—A. I never was in the building; I have looked in.

Q. Have you ever seen any operation performed by which the strength of granite was ascertained?—A. I have not; but I know what it is.

Q. Never mind about that. Now, sir, do you know that the material of the wall of Howard University is strong enough to bear with safety the weight of a wall double its present height?—A. I could not tell you that without calculating the weight of the material, which I could very readily do, if the committee desired.

Q. You said you had a fixed opinion of the material?—A. Yes, sir.

Q. You said it was worthless?—A. I said that, in my judgment, it was worthless, as manufactured there.

Q. Do you mean that you could not learn anything concerning it that would not change that opinion of it?—A. I could not learn anything concerning it, as it is made out there, that would change my opinion of it as it was made there at that time. I have not been there for a year; I know nothing about it now.

Q. Did you examine the blocks of the hospital building, either before or after it fell?—A. I did, after it fell.

Q. And you examined the blocks of the university building?—A. I examined the blocks above it, piled up about there, and in the sheds.

Q. Did you find the material of which it was constructed the same as that of which the hospital was constructed, or was it different in any way?—A. I cannot tell; I am not speaking of the walls of the university building, but of that which was stacked up about there.

Q. Then you have never made any examination of the material in the building itself?—A. I do not know that I did.

Q. And the pieces you tried, did you find them of the same character as that material in the hospital, or different?—A. The same character, so far as I could discover; of the same shape and size, and made of the same material—sand and lime.

Q. Can you tell anything further than that about them, as to their difference or resemblance?—A. They were much alike in every respect that I observed.

Q. And your opinion deems them both equally worthless, does it not?—A. Yes, sir; for large buildings.

Q. You never found anything in your examination of the university building to lead you to the conclusion that it was safe, did you?—A. No, sir; without inside strengthening.

Q. You never reported anything in its favor in that wise, did you?—A. I think not, sir; I never considered it safe. I sent for publication a report, which was printed by the board of trustees, in reference to its safety. I telegraphed that to all the papers with which I am connected. I published it, but did not indorse it.

Q. That was not yours then, but from other parties?—A. Yes, sir.

Q. Did you put in your dissent to that report?—A. Not on that occasion.

Q. Did you afterward?—A. I may have done it afterward.

Q. Did you suggest to any one any charges under examination here?—A. Except so far as found in my letters, I have not.

Q. Did you suggest to any one any matter, whether in your letters or not —

Mr. ROGERS. I object. I cannot see that the matter concerning which inquiry is now being made goes to substantiate any of these charges.

Mr. KETCHUM. It goes to show the bias and animus of your witness.

After considerable discussion, the question was repeated in another form.

Q. Did you suggest to any one, for charges to be investigated, any of the matters which are contained in these charges?—A. If you put it in that way, no, sir.

Q. In what way do you particularly refer to when you say, "If you put it in that way?"—A. When you ask whether I "furnished material for charges to be investigated," &c.

Q. Did you suggest, before the recent action of the House referring this matter to this committee, anything for investigation which is contained in these charges?—A. I will tell you what I did—I did this:—

Q. Never mind what you did; I only want an answer to my question—yes, or no?—A. I suggested nothing, sir, for investigation.

Q. Did you suggest anything for inquiry in any way?—A. I consider that as amounting to the same thing, and I will say I did not.

Q. Did you know, before charges were presented in the House, of any plans or efforts to be made to bring such charges?—A. I did not know that charges were to be presented in the House until I read them in the papers the next morning, or rather the same afternoon, in the Star, with the exception of the last one which I heard read.

Q. Did you know that any charges were to be presented in the House before charges were presented?—A. I did not. I supposed I knew that Mr. Wood contemplated making a speech in which he was going to expose some of the operations of the Freedmen's Bureau.

Q. Did you ever say you would get a congressional investigation of General Howard's conduct?—A. I never took any steps —

Q. That is not the question. Have you ever said you would get such an investigation?—A. I have no recollection of ever saying anything of the kind.

Q. Have you stated that if you could not get such an investigation by this Congress you would by the next one; and were such words spoken before the Rev. Dr. Sunderland, of this city?—A. No, sir; not to my recollection.

Q. Are you willing to declare positively that you never did?—A. I do not recollect ever saying that I would get the congressional investigation.

Q. You are sure you never said so?—A. I am sure I have no recollection of ever saying so.

Q. But will you declare positively that you never did?—A. If I have no recollection of it, I cannot swear positively.

Q. You are not willing then to swear positively?—A. I am willing to swear that, so far as my memory goes, I have no recollection whatever of saying that I would get a congressional investigation.

Q. May not your memory have failed you in this particular?—A. It may; but I do not think so.

Q. Did you ever say that you had banded the newspaper men together to destroy General Howard?—A. Never, sir.

Q. Did you ever say that you had set yourself to break down General Howard on the university, or words to that effect?—A. Never, sir.

Q. Did you ever know or hear of a call by Mr. Hiram Barber and General Howard, in the fall of 1869, at which mention was made by the former to the latter of the power of the press?—A. I never heard of it, sir, until it was testified about at this investigation.

Q. Have you paid, or procured to be paid, anything toward any expenses attending these proceedings?—A. I never have, sir.

Q. Have you been conferring with the Hon. Mr. Wood or his counsel as to the facts or witnesses in this matter during its pendency?—A. I have furnished them a great deal of the information I had, since the statement was made that I had set this thing up.

Q. Have you furnished them a great deal of what they have got?—A. I do not know. I have furnished them considerable; but I do not know fully what they have got.

Q. You have heard the facts every day as stated?—A. Some of them I have, and some of them I have not.

Q. You are familiar with the matters that have been pending here from the beginning?—A. So far as the outlines of the case are concerned, I am; but with some of the facts brought out I am not.

Q. Have you aided Mr. Wood, or his counsel, by any briefs, or outlines, or questions?—A. I have furnished information in reference to various matters, since the charge was made that I had set this up. I have done it in self-defense.

Q. Have you furnished them with briefs or points toward investigation?—A. I have testified as to the points; as to the briefs I have not.

Q. Testify now, if you please, as to the briefs.—A. I have furnished information that I had at my hand of operations in reference to matters pertaining to the subject.

Q. This information you wrote down and placed in their hands?—A. Some of it I did, and some of it I did not.

Q. Have you acted as clerk to the Hon. Mr. Wood in examining papers in the Treasury Department in connection with this case?—A. I have not. I have been there; but as to acting for anybody as clerk, I have not.

Q. Did you not represent yourself as being the clerk of Mr. Wood?—A. No, sir.

Q. Do you not know that you were received as the clerk of Mr. Wood?—A. I know I was not.

Q. How do you know it?—A. I was examined by Mr. Bradley in the preliminary examination —

Q. That is not an answer to my question, as to how you know you were not received as Mr. Wood's clerk.—A. That is a part of the answer, sir. I knew, among other expenses, of a check of \$125,000 which passed from the Freedmen's Bureau to the Howard University. Mr. Bradley wanted to know how I knew it; I told him I had been so informed by some officers and others, and that the record of it, I was certain, could be found among the official papers. He wanted to know how I know that. I said from the ordinary course of military papers, and, I added, "If you will get me the usual permission to look at papers in the Treasury Department, I will go and look for it." I obtained the permission and went with it to the Register. I found that the papers were not in the Register's department but in the Third Auditor's office. I went to the Third Auditor's office, and was taken to Mr. Gangewer by some clerk, whose name I do not know. I can give you what that order was, if you wish to know. It was worded in this way: "The Register of the Treasury will please allow the bearer to examine the accounts and vouchers of General Balloch, disbursing officer, &c., and of Major Brown, disbursing officer, &c."

Q. Was your name not in it, sir?—A. No, sir.

Q. By whom was it signed?—A. It was not signed; there was a regular indorsement outside by the Secretary of the Treasury, "Allow the bearer, Hon. Fernando Wood, to examine as requested." Mr. Wood indorsed this, "Allow the bearer to make the examination," and signed his name. It turned out that the papers were not in the Register's office. I took the permit back and told Mr. Bradley that the papers were in the Third Auditor's office. I was then taken to the Assistant Secretary, Mr. Hartley, my permit being indorsed, "Allow the bearer to look at the within papers." Then I went to the Third Auditor's office. The Third Auditor was absent at the time. Mr. Gangewer was acting in his place. He remarked, "This says 'Allow the bearer.'" I said, "I have been examined by the counsel for the prosecution, and have been requested to look for certain papers." Said he, "You are the bearer?" I said, "Yes, sir." He sent me around to the proper office with some clerk, and the papers—Mr. Balloch's accounts, &c.—were put down on the desk, and I examined them.

Q. Did you, in the latter part of 1868, have, in a public place, an angry controversy with General Howard?—A. I had a controversy with General Howard.

Q. An angry controversy?—A. That would depend much on the interpretation of the words. I can give a full statement—

Q. Wait a moment. Did you say at that time that if General Howard had two arms you would attack him, and that if any of his friends would say what he had said you would settle the matter in a moment?—A. That was a part of the sentence, sir; not the whole of it.

Q. Now, will you say whether, at that time, you had an angry controversy with General Howard?—A. I will repeat the whole thing—

Q. I want you to answer that question.—A. I had such a controversy as would come from one man calling another a liar. If that was an angry controversy, I had that. I do not suppose it was a very mild one.

Q. I will call your attention to the first conversation narrated here by you, and inquire whether General Howard did not, on that occasion, use words to this effect and purport: that the bureau was under special law, and that it was impossible to carry it along in exact accordance with army regulations?—A. I have no recollection of any such remark.

Q. Did you not speak of something that General Howard said in regard to army regulations?—A. I did.

Q. Are you sure that all you said was exactly as General Howard said it?—A. I testified that I gave the substance, not the words; I repeat that.

Q. Will you affirm positively that General Howard did not use words to this effect: that the bureau was under a specific law, and it was impossible to carry it along in exact accordance with army regulations?—A. I do not recollect them.

Q. Will you declare positively that he did not use them?—A. I will declare positively that I have no recollection of them. I cannot testify beyond that.

Q. Were you present at Dr. Sunderland's on an occasion when this kind of building block was being investigated by a committee of Howard University?—A. I do not know that there was any building block there. I was before that committee for a couple of hours one morning.

Q. Who were present on that occasion?—A. I think Dr. Sunderland for one; Mr. Loomis for another; Mr. Finney for a third; Mr. Bascom, a part of the time. I do not recollect whether there were any others.

Q. Will you say now, when your attention is called particularly to that meeting, that you did not use such words as I have placed before you already in connection with the name of Dr. Sunderland?—A. Yes, sir.

By Mr. BRADLEY:

Q. You were asked about having angry words with General Howard on some occasion; do you remember when that was?—A. I cannot give the date; it was in the Congregational church, corner of Tenth and G streets, one evening at the close of a council called there. The date could be very readily fixed, if it were a matter of any importance.

Q. Do you remember whether or not a card was issued about that matter, signed by Mr. Ketchum?—A. Yes, sir; and the reply to it.

Q. How long was it after — — —A. And Mr. Ketchum stated in his card exactly what did not take place.

Q. And did you, in your reply, state what did take place?—A. Yes, sir.

Q. Look at that, (handing a slip of paper to the witness,) and see whether it is a copy of your reply?—A. Yes, sir; that is a card I published in the New York Tribune after Mr. Ketchum here had attacked me in the Tribune, and stated the matter erroneously.

Q. Was the matter fresh in your mind when that was written?—A. Yes, sir.

Q. How long did the altercation between yourself and General Howard take place before you published that card in reply to Mr. Ketchum?—A. A very short time—within three weeks, I should say.

Q. What is the date of that card, your reply to Mr. Ketchum's card?—A. November 27, 1868.

Q. With that to refresh your memory, can you state to the committee what took place on that occasion?—A. I can state what took place without any refreshing of my memory. Exactly this took place: I was there at the press table during the evening, making notes of the proceedings; at the close, after the gas was turned out in the main part of the building, but was still burning in the area about the pulpit, I was on my way through the crowd, passing out of the building, when just at my elbow I heard some one denouncing my father very bitterly; I turned around and heard some one reply, "General Howard, your own friends have said that these charges were frivolous." General Howard made some severe remarks in reference to my father in reply. Then I said, in the tone in which I am now speaking, "General Howard, your own friends have said that you have owned these charges to be frivolous." General Howard said it was false. I said I stated it on my honor as a gentleman. He said a man who would write malicious lies for newspapers, and publish them, had no honor to

lose. I then said, as a retort, "I do not speculate in government funds." He said that was false. I said, "You are at liberty to call me a liar as frequently as you please; you have but one arm, and I am not coward enough to attack a man for calling me a liar who is thus disabled, as I would under other circumstances; but if any friends of yours would make any such statement, and denounce me as a liar, I would show them how I settle such matters." Then I said I wished those present to believe that none on our side would so demean themselves as to call any one a liar in the audience room of the church. And with that I left the building.

By Mr. BRADLEY:

Q. State to the committee whether you were acquainted with Mr. Wood when these charges were made.—A. I never met him in my life, and exchanged no communication with him until he had been once on the floor for the purpose of making his statement.

Q. Did you furnish any material for those charges, except by communication for public papers?—A. Except so far as the matter pertaining to them has been furnished by my published letters, I have not.

Q. State when you became acquainted with the charges.—A. About the 4th or 5th of April. I was in the gallery of the House one morning, when a page came up and said to me, "Mr. Wood wishes to see you in the lobby back of the Speaker's chair." I had not the remotest idea what he wished to see me for, but went down. At that time I never had met Mr. Wood nor had ever exchanged any communication with him. Mr. Wood introduced himself to me, and then said, "I have been referred to you by some of your republican friends in reference to a certain matter. You may have noticed I was reported as making a remark in connection with a speech of Mr. McNeely's." I told him that I had seen Mr. McNeely's speech and his (Mr. Wood's) remark. Mr. Wood said, "I said in that remark that this bill was for the purpose of giving General Howard \$600,000 more." I said, "You have done General Howard injustice; if I understand rightly, the bill takes \$600,000 from his bureau and turns it over to the Bureau of Education." He said he "had not intended it for publication; it was a side remark, which by some means had got into the Chronicle." He went on to say that he had received a letter from General Howard inviting investigations. He said he had been studying the matter up and was going to expose his operations. He added, "I have been referred to you by some of your republican friends as having written some things about the Howard University." I told him I had been publishing some letters. He asked, "Have you any objection to stating the substance of them?" I told him they were printed and public property, and that the Gazette had stated editorially that whenever members of Congress desired any information in reference to those matters, they could have it. I added, "It is just to you to say that General Howard and his friends assert that those letters are malicious and false throughout." "Well," said he, "will you furnish me the substance of them?" I said, "Certainly; what we have published is public property." When I went home I made a memorandum of the chief points of those letters. Mr. Wood asked me if I could send them to him. I told him I would call at his house on my way down from dinner. But, instead, I took Mr. Wood those letters which I sent to the committee. I handed them to him. He asked me some questions generally in reference to the matter. He told me some things he knew himself and some things in connection with Mr. McNeely's speech. We had some other general conversation. And that is precisely what I had to do with furnishing materials for those charges. I did not know that Mr. Wood had written out any charges; I supposed that he was going to make a speech such as is made here often in denunciation of public measures. When the charges came out in the shape they did, it was just as much a matter of surprise to me as it could be to any one. I was not in the House when the charges were presented; I heard the last one read; as to the others I did not see a single line of them until I saw them in print afterward. What I did was just what the Gazette had stated editorially would be done—that when any members called for information it would be furnished; as correspondent I was in a position where I could not do anything else. I never called upon Mr. Wood previous to those charges being read in the House, except at the times I have mentioned and at his request.

By Mr. TYNER:

Q. You have in your dispatches to the Cincinnati Gazette and Chicago Tribune stated the substance of the testimony previously given before this committee; did you obtain your information from either of the following persons: Mr. Wood, Mr. Bradley, Mr. Ketchum, or General Howard?—A. Well, sir, I obtained some of it indirectly from Mr. Ketchum and General Howard. Mr. Bradley has declined to state what had taken place in the committee room. On one or two occasions when I reported at Mr. Bradley's office to inquire whether I was to be examined, I heard portions of conversations. I was not told what took place in the committee room, but have gathered some information indirectly.

Q. Have you obtained any portion of the information which you have published con-

cerning the investigation from General Mussey of this city?—A. No, sir; except in the way I have before spoken of. I have been in the habit of reporting at General Mussey's or Mr. Bradley's office a portion of the time since I have been under subpoena, and directed by its terms to report every day; their offices are about half-way between my office and the Capitol. As I had a great deal of business to do I saved time in that way by not being compelled to come to the Capitol; but the most I have published came from the witnesses themselves, or from other newspaper men.

Q. In any conversation you have had with Mr. Wood, Mr. Bradley, or Mr. Mussey, have either of them stated to you what has been developed by the testimony before this committee?—A. No, sir.

Q. Have you had any conversation with Mr. Ketchum on that subject?—A. No, sir; what I got from him I obtained indirectly.

Q. Did you obtain anything directly from General Howard?—A. No, sir; what I got from him came indirectly; they would state it to outside parties and it came around to me.

Q. Give the names of parties from whom you obtained testimony indirectly concerning any portion of it which you have given to the public through the medium of your dispatches?—A. I do not know that I can, sir.

Q. Do you mean by "indirectly" that they have sent information to other parties, and those other parties have sent it to you?—A. No, sir; but that as a newspaper man I have picked it up in one way or another. The most I have published has been derived directly from the witnesses themselves, either myself or through newspaper men who were acquainted with them; the most of the witnesses live in this district. I would say here, Mr. Tyner, that as a general thing, newspaper men decline to give the sources of their information; they make a point of that, unless the committee is specially authorized to inquire how such information gets out; but on this occasion I wish to waive that, as there has been an attempt to make me a party to incite this investigation.

Mr. TYNER. I wish to ask you nothing which you are professionally under obligations to keep.

By Mr. HOAR:

Q. You say that you received indirectly some information from Mr. Ketchum and General Howard; the question, then, is who the persons are from whom you received this knowledge.—A. I cannot state exactly how it came; I cannot name any particular persons.

Q. You have been present in Mr. Bradley's office when he and his co-counsel, Mr. Mussey, have been talking with other witnesses?—A. No, sir, not with witnesses; with each other.

Q. Well, did not Mr. Bradley on such occasions invite you to leave the room, or withdraw to some other part of it?—A. Yes, sir, he has asked me out of the room, but it was impossible for me not to hear some portions of what they said.

Q. Do you mean to say, sir, that when Mr. Bradley did not wish you to hear certain conversation between him and his partner, you listened, and gathered what you could and put it together, and then published in a newspaper information that you obtained in that way? Do you consider that honorable?—A. I did not say that I published information obtained in that way; what I heard I used to explain, in my own mind, information obtained from witnesses.

Q. But you heard it, when you were asked to leave so that you should not hear it, and then did make use of such information?—A. I do not know that I made use of such information, except, as I said, to explain some other matter in my own mind.

Q. I asked the question because, from the way it was left, it might bear a look as if the witness might have been doing something dishonorable.—A. I was not conscious of doing anything dishonorable, and so was not watching my language with an idea that it would bear any such construction. I testified yesterday, in answer to a question, that I did not remember having written any paragraph myself for the New York papers. In looking over my files I find that on the afternoon of the congressional excursion down the river I was requested by the correspondent of the New York Post to send his afternoon dispatches; among them I find a paragraph concerning this investigation. I have brought it to the chairman. That is the only paragraph I have written for any New York paper.

(The dispatch was here handed to Mr. KETCHUM, who read it and handed it back, saying he did not introduce it in evidence.)

Mr. BRADLEY. But the witness does.

The dispatch was as follows:

[“Special dispatch to the Evening Post.”]

“WASHINGTON, May 14.—The Freedmen's Bureau investigation was adjourned yesterday till Monday. Thus far no witnesses have been summoned for the defense, which accounts for the apparent one-sided character of the dispatches on the subject. The witnesses for the prosecution will probably occupy the whole of next week, and none will be examined for the defense until these are all heard.”

WASHINGTON, D. C., May 7, 1870.

ROBERT AVERY sworn and examined.

By Mr. WOOD:

Question. Where do you reside?—Answer. In New York City.

Q. Were you ever at any time in the service of the Freedmen's Bureau?—A. I was.

Q. When were you appointed, and what position did you hold?—A. I went into the service of the Freedmen's Bureau early in September, 1866, in North Carolina, and was inspector for that State on the staff of the assistant commissioner of the State.

Q. Who was that assistant commissioner?—A. John C. Robinson, of the United States army. He was succeeded by other officers—two or three, at least.

Q. Did you act in any other capacity than that of inspector?—A. Yes, sir; as an officer of the army, I was detailed by General Sickles, first, as president of a general court-martial, and afterwards as judge advocate of several courts-martial and military commissions.

Q. While you were thus acting, were you also serving as inspector of the State?—A. I was.

Q. In your capacity as president of court-martial or as judge advocate, were you called upon to try any officer of the Freedmen's Bureau?—A. I was.

Q. Please state who were tried, what was the nature of the charges, &c.

Mr. HOWARD. Are not such things matters of record?

The CHAIRMAN. If they are, the record should be exhibited.

Mr. WOOD. I desire to prove by this witness the bad conduct of officers of the bureau, that the fact was brought home to the knowledge of the head of the bureau, and that the parties were some of them retained by the bureau.

The CHAIRMAN. Then, the record should be produced. Mr. Avery, what became of that record?—A. It was transmitted to the revising officer, then the commanding officer of the second military district. It should have been, according to the usual course of events, finally sent here to the Bureau of Military Justice.

Q. Did the records of those trials pass through the Freedmen's Bureau?—A. No, sir.

By Mr. WOOD:

Q. State the date, the occasion, and the title of the case, and the necessary official data by which we could reach the records, should we desire it; also the nature of the charges, and who were implicated.

The CHAIRMAN. That portion of the question relating to the nature of the charges is scarcely proper.

Mr. WOOD. Well, first let us have the date.

A. The first trial, I think, was in the latter part of September, 1866; the exact date I could not give. That was the trial of Brevet Major Gosling; I forgot his first name just now; he was captain and assistant quartermaster of volunteers, and officer of the bureau on duty at Roanoke Island. The court-martial at which that trial was to come on, it may be proper to state, was broken up. I was president of that court-martial. I think a new court-martial was afterward organized, of which I was made judge advocate. These same persons were brought before the new court-martial for trial.

Q. When was this new court-martial organized?—A. In the latter part of September or early in October.

Q. Where is the record of the proceedings of that court-martial?—A. Here, in the Bureau of Military Justice, I suppose. I know the proceedings were revised there at the time.

By Mr. BRADLEY:

Q. Was any other person tried except this Gosling?—A. Yes, sir; Captain Brown—F. M. Brown, I think—also an officer of the bureau, who had been stationed at Roanoke Island; also a Lieutenant Griggs, or Greggs.

Q. Any other?—A. I do not think of any other now.

Q. Were any other persons connected with the Freedmen's Bureau tried before any other court-martial with which you were connected?—A. I do not remember that there was.

Q. In regard to this trial of Mr. Gosling, was the substance of those charges against him communicated to General Howard, either orally or in writing?

The CHAIRMAN. I must insist upon the production of the record.

After considerable discussion, a modification of the question was presented to the witness, as follows:

By the CHAIRMAN: Have you any personal knowledge whether any communication in reference to those charges and trials was made to General Howard?—A. I must ask a little information as to what you mean by "communicating;" because, by our military regulations, we always address our communications to the adjutant general. Whatever was sent in relation to the subject was addressed to the adjutant general, and I cannot say, of my own knowledge, that General Howard received them.

By Mr. BRADLEY:

Q. Is it the regular course of business, where an officer is tried for a military offense, for the record of his trial to be sent to the Commissioner of the bureau, and from him goes to the adjutant general of the bureau, and is finally sent to the Bureau of Military Justice?—A. It does not go to the Commissioner, or any officer whatever of the bureau. Courts-martial are organized entirely outside of the bureau. No officer of the bureau has any authority to organize a court-martial, as an officer of the bureau.

Q. But would not a copy of any record regarding charges and findings of a court-martial against any officer of the bureau be in some way transmitted to other officers of the bureau?—A. All orders of the army which interest the bureau are transmitted to the bureau, and, through the officers of the bureau, to the other officers and agents of the bureau throughout the country.

Q. Well, state whether the charges and findings of the court were communicated to the bureau in these two cases.—A. The charges, as originally made against these officers, were communicated to the bureau by me as judge advocate; the findings of the court were received back, through the bureau again, in the shape of a general order dismissing those officers and fixing their punishment.

By Mr. WOOD:

Q. You say the first court-martial was dissolved; do you know why it was dissolved?—A. Yes, sir.

Mr. HOAR objected to the question as irrelevant. Objection sustained.

The CHAIRMAN. Is there any record of that court-martial?—A. I do not know that there is any record of it in existence, excepting the orders organizing it and the order dissolving it.

Q. Does the order dissolving it state the reason for so doing?—A. It states one reason.

Q. Is that order in existence?—A. I suppose it must be.

Q. Can it be obtained?—A. I suppose it might be found at the War Department—at the Adjutant General's office.

By Mr. BRADLEY:

Q. Did that order breaking up the court-martial come through the Freedmen's Bureau?—A. No, sir.

By Mr. WOOD:

Q. Was Roanoke Island within your jurisdiction?—A. It was.

Q. Do you know anything about a mill that was erected on that island?—A. Yes, sir; that is, I know it officially; I never saw the mill in my life myself.

Q. Was that the property of the government, of the Freedmen's Bureau, or of an individual?—A. I suppose it belonged, properly, to the government.

Q. Was it used there?—A. It was.

Q. By whom?—A. Well, I can only reply to that officially; as I said, I never saw the mill, and, of course, never saw anybody using it.

The CHAIRMAN. All this matter seems to me clearly irrelevant.

A vote of the committee on excluding testimony concerning this mill, where the witness was not personally cognizant of the matters in question, resulted, ayes 3, noes 1.

By Mr. WOOD:

Q. Was or was not that mill stolen off from that island?—A. It was.
(Mr. HOAR objected.)

By Mr. WOOD:

Q. Was there an official report to the effect that that mill had been stolen?—A. There was. I would like to explain just how I come to know all I do know in relation to this matter. What I know I only know officially, from evidence given by witnesses before me in my official capacity, they being examined under oath in relation to these affairs. I myself personally never was on Roanoke Island, never saw the mill, and, of course, never saw it at work, and never saw it carried away.

By the CHAIRMAN:

Q. Is there any record of the affair?—A. There is no record of it as a whole; a part of it came in, and was made a part of the testimony in other cases.

Mr. HOAR moved to exclude the whole matter, as being a matter of record.

The ayes and noes being taken, the question was excluded.

By Mr. WOOD:

Q. Do you know, of your own personal knowledge, anything with reference to the stealing of that mill that is not a matter of record?—A. Well, really, as to how much or how little of the whole is a matter of record, I am unable to state. I think, however, that a part of it is not a matter of record.

Q. I think the witness did not quite understand the question. Will the reporter read it?

The question was repeated.

A. Of my own knowledge, I cannot say that there was anything connected with the matter that is not a matter of record; for I cannot tell what other people may have made a matter of record.

Q. That is not quite an answer, either. I only refer to matters of record before the court-martial of which you were an officer.—A. O, yes; I do know more than that record contains.

Q. Well, please state what you know in relation to the case that is not upon the records of that court-martial.

Mr. HOAR. The witness has twice plainly stated that he never saw the mill, and knows nothing about it of his own personal knowledge. Then, of course, he cannot tell anything about it.

Mr. WOOD. But the witness says he does know.

Mr. HOAR. Yes, and he has told us how he knows it, and the committee has decided the testimony from that source incompetent.

The CHAIRMAN. What is the question?

Mr. WOOD. Do you know anything connected with the carrying away of that mill, that was not a matter of record before the court-martial of which you were an officer?

A. Well from statements made to me by the men who took the mill away—

By Mr. HOAR:

Q. Were those men connected with the bureau in any way?—A. They were.

By Mr. WOOD:

Q. Did any of the parties implicated in taking away the mill, confess it to you?—A. They did.

Q. Was either of those parties afterward retained in his position as connected with the bureau?—A. One of them was in some position in the bureau for some time afterward.

Q. What was his name?—A. Seely.

Q. State to the committee whether either of the parties implicated in carrying away that mill stated to you that any high officer of the bureau was interested in the mill itself?

Mr. HOAR objected to the question. A man may confess his own sins, but his confession cannot be taken as evidence against anybody else.

(Objection sustained.)

By Mr. WOOD:

Q. Had you any reason to know or believe that any person now occupying a very high position in the bureau was interested in the profits of that mill, which belonged to the government?

Mr. HOAR objected. The witness had already declared that he knew nothing about it from his own personal knowledge, and his opinion or belief was not competent evidence.

Mr. WOOD. I only want to get the question into such a shape that the witness can answer it.

The CHAIRMAN explained that it was not the shape of the question, but the fact that the witness had no personal knowledge upon the subject, that made his testimony incompetent.

Mr. WOOD. Well, I fear I must leave that mill. I must go to school and learn a little law.

Q. Have you ever been in Raleigh?—A. Yes, sir.

Q. Do you know anything of a normal school in Raleigh, known as the St. Augustine Normal School?—A. I know there is a building that goes by that name, and that is about all I do know about it.

Q. Do you know the principal of that school?—A. I know him by sight; I have no personal acquaintance with him.

Q. Was he not an officer of the bureau?—A. Not to my knowledge; he may possibly have been, but I think not.

Q. Do you know the site upon which that school-house stands?—A. Yes, sir.

Q. Do you know whether any moneys have been donated to that school by the Freedmen's Bureau here?—A. I do not know of my own knowledge. I remember having been told by the disbursing officer there that a check had been placed to the credit of the trustees of that school.

Q. Did you or did you not, as inspector for the State of North Carolina, protest against the use of the public money for that purpose?

Mr. TYNER. Do you propose to show that that protest was addressed to General Howard?

Mr. WOOD. I think if we show that it was directed to the assistant commissioner, the commissioner of the State, that would be equivalent.

Mr. TYNER. I suppose the point is to find out whether the expenditure was a judicious one.

Mr. WOOD. Yes, and more than that. We propose to show that after an earnest protest had been made that it was a very injudicious one, it was made nevertheless.

A. To answer that question clearly would render necessary a little explanation as to a matter of fact.

Mr. TYNER desired to reserve the right to strike out the whole testimony on this subject, if it should prove incompetent or irrelevant.

WITNESS. Some of the trustees appointed to manage this fund were known to me to be the worst rebels in Raleigh, and by no means friendly to the education of freedmen, and I protested against placing money for that purpose in their hands, feeling assured that it would never be appropriated to the purpose designed.

By Mr. TYNER:

Q. Was that protest on your part brought to the notice of General Howard?—A. I do not know. My protest was to the assistant commissioner.

Q. Who was he?—A. General Nelson A. Miles.

By Mr. WOOD:

Q. Have you stated the only reason you had for objecting to the appropriation of money to that school?—A. No, sir; I have not.

Q. Were there not some reasons with reference to the management of that school, and to individuals who had charge of it, which constituted an objection, which objection you stated to the assistant commissioner?—A. I had another objection, and did state it to the assistant commissioner.

Q. What was that objection?—A. It was an objection to the man who was to have charge of the school—Mr. Smith. I stated that objection to the Commissioner verbally; that objection was, that he took no personal interest in the cause, and would merely use his influence to help himself.

Q. Did you or not at any time also object or protest to the assistant commissioner against the school-houses being built as churches?—A. I did.

Q. State the reason of that objection.—A. Houses built in that manner were very illy adapted to the use of schools; that was my only objection.

By Mr. BRADLEY:

Q. As to Gosling and Brown, of whom you spoke, were they, or either of them, dismissed the service?—A. They were.

Q. Were they continued in the service, or brought into the service again at any time afterward?—A. Not to my knowledge.

Q. Was Mr. Seely?—A. Seely was not tried at that time.

Q. Did you make any communication to the bureau, or to the proper officer of the bureau, in regard to this mill transaction?—A. Yes, sir.

Q. Can you give us about the date of that communication?—A. It was in the winter of 1833-'67; I cannot give it any nearer than that.

Q. To whom was that communication addressed?—A. One communication was addressed to either General Howard or his adjutant general here.

Q. And the other?—A. I think to the Assistant Secretary of War.

Q. Did you keep copies of your correspondence with the bureau?—A. I did.

Q. Is a copy of a letter which you wrote on that occasion in your possession?—A. It is not.

Q. Where is it?—A. It was turned over by me to the officer of the bureau when I was relieved, in the regular course of business.

Q. What became of it?—A. It was transmitted, I suppose, to the assistant commissioner's office at Washington.

Q. Are you aware whether any other officer of the bureau communicated with the bureau in regard to that mill transaction?—A. I cannot, of my own knowledge, say what any one else may have done.

Q. What was the position held by Seely at the time of his admission to you of having taken away that mill?—A. I do not think I stated that he made any admission of that kind to me.

Q. I understood you to say that Seely told you, or that you had heard Seely say, that he had taken the mill away?—A. I think not; I do not remember having made that statement.

Mr. BRADLEY: Let the reporter read the testimony in regard to Mr. Seely.

The testimony was read.

A. I must be allowed to correct my testimony in that respect. Mr. Gosling confessed to taking away the mill, he and another man. Seely's statement was only that he owned an interest in the mill; he did not say anything about taking away the mill.

Q. When was it that he made this statement?—A. O, some time after the mill was taken away.

By Mr. KETCHUM:

Q. Tell us just what Seely said.—A. I cannot tell exactly what he said.

Q. Where was it said?—A. I think at Raleigh.

Q. Are you sure it was at Raleigh?—A. Yes, sir; I am pretty sure it was at Raleigh, for I do not recollect seeing much of Captain Seely except at Raleigh. I am pretty positive as to that.

Q. How long was it after the taking away of the mill?—A. As I cannot give the date when the mill was taken away, I cannot answer that question.

Q. You have no recollection how long after?—A. No, sir; it was in the winter of 1866-'67 that he told me. The moving of the mill, to my best recollection, was in the spring or summer of 1866.

Q. Did you write any letter to any bureau officer, reporting what he had then told you, or had claimed before you?—A. I do not think that I did.

Q. Now, sir, are you acquainted with the Rev. J. Brinker Smith, of Raleigh?—A. I have no personal acquaintance with him.

Q. He is the Smith of whom you spoke?—A. Yes, sir.

Q. Have you ever conversed with him, or had anything to do with him?—A. I think I never had any conversation with him.

Q. Have you any personal knowledge of his character, or conduct, or employment?—A. No, sir; except by general report.

Q. What is his employment, or was then?—A. He had so many that I really would hardly like to state it.

Q. What was he doing when you saw him?—A. I never saw him doing anything myself, in my life.

Q. You speak then from what you were told by others?—A. Yes, sir.

Q. Through people there in Raleigh?—A. Yes, sir.

Q. Do you know anything of any other persons concerned in that school at Raleigh, of whose character you have spoken?—A. What I have been speaking of referred to the politics and the feelings of the people who were appointed trustees, and in whose hands the money was placed.

Q. Can you give their names?—A. I cannot now; I only know that at the time they were known as men who were virulent rebels.

Q. How rebels?—A. Men who had aided and abetted the rebels during the war, known to be rebels by general reputation, as Jeff. Davis was, as you might say; men known to be strong sympathizers with the secession cause.

Q. Did you know anything about the school there, and how it was conducted?—A. I did not. I did not know that there was a school there.

Q. Then you did not know what sort of persons these were who were to be trustees?—A. Not of my own personal knowledge. I would say that the building was not built during my stay in North Carolina. I have been there since and seen the building.

Q. Was there any school there under that name at that time?—A. My impression is there was a school carried on under that name at that time.

Q. You never visited that school?—A. I did not.

Q. A part of your duty was that of inspector, to look into such matters?—A. Yes, sir. In order to make that answer clear, I would like to state that about the time Mr. Smith came to Raleigh I was engaged in a prosecution of several cases, which took all my time day and night, so that I made no inspection for the bureau, and shortly afterward, before I had made any inspection, I was relieved from duty as inspector.

Q. Had you ever any difficulty with any parties connected with that school?—A. No, sir.

Q. No personal difficulty whatever?—A. No, sir; I knew nobody but Smith, and I had no difficulty with him.

Q. Had you any personal difficulty with any of the officers of the bureau down there?—A. O, yes, sir.

Q. Were those connected in anywise with this school?—A. Not that I know of.

Q. Do you know anything of the Christian denomination to which this school belonged?—A. I believe it was Episcopalian.

Q. Did you have any personal difficulty with General N. A. Miles, assistant commissioner?—A. I did.

(Question objected to, and examination on this point not proceeded with.)

By Mr. WOOD:

Q. Can you fix the time when you made that protest to the commissioner in North Carolina against the donation of the money for this school?—A. It was not exactly that; it was not a protest against the donation of the money to the school, but to the men who were appointed to have charge of the money.

Q. About what time did you make that protest?—A. I think in August, 1867; the date of the check sent down there would fix the time.

Q. Do you remember the amount of that check?—A. I never saw it; all I know about it is from the commissioner who received it.

Q. By whom was it transmitted?—A. I think it was transmitted through Major Johnson, then quartermaster there.

By Mr. ROGERS:

Q. State whether or not, from your position, your reports were properly made to General Howard, or whether, according to the army regulations, they were properly made through your superior.—A. I held two positions; in my position as inspector of the bureau all communications to General Howard passed through the assistant commissioner. In my position as judge advocate I had nothing to do with the assistant commissioner and nothing to do with the bureau.

Q. Then, as agent for the bureau, you reported through the State agent, and he reported your communication to General Howard?—A. I cannot tell what he did.

Q. Then reporting to the district commissioner would be virtually reporting to General Howard?—A. Yes, sir; that is the way we should understand it according to military regulations.

Q. This court-martial, of which you speak, was it formed under the army or under the Freedmen's Bureau?—A. Under the army.

Q. Then you would have had nothing to do with the commissioner of freedmen's affairs?—A. That would depend very much upon circumstances. For instance, if I wanted information that could be got from the bureau I would go to the bureau for it, the same as I would an individual; but the court as a court was a military court, and had no connection with the bureau.

By Mr. HOAR:

Q. In what way could the bureau learn the fact that one of its officers was court-martialed?—A. When any officer of the bureau was arrested on charges made against him a copy of the charges would be transferred to the assistant commissioner of the State, and it would be his place to transmit them to the Commissioner.

By Mr. ROGERS:

Q. State whether or not the proceedings of this court-martial and the charges were transmitted to the officers of the bureau.—A. The charges, I believe, were.

Q. And the findings of the court?—A. I cannot state as to that.

Q. You assumed control, as army officer of the government, down there; was that mill, when you went there, placed in your charge along with other government property, and recognized as government property?—A. Yes, sir; it was understood by me to be government property.

Q. And who, on the part of the government, had charge of this mill at the time it was taken away?—A. Mr. Gosling, I think.

Q. Who preceded Gosling?—A. I think the name was Brown.

Q. Who preceded Brown?—A. An officer by the name of Birdsall.

Q. Was Gosling, when he had control of the mill, acting as officer of the bureau, or in what capacity was he acting under the government?—A. As officer of the bureau.

Q. I understand you to say that you found this mill the property of the government?—A. Yes, sir; it was reported to me as such.

Q. When you speak of rebels in connection with this college you speak of the men who were heretofore rebels, and are now in sympathy with the South?—A. Yes, sir.

Q. Then this school, you say, at Raleigh, was run in the interest of men inimical to your views and to the views of those having charge of this bureau?—A. I do not know anything about the views of others. They were men that I thought would not use the money placed in their hands for the purpose of educating freedmen; that was the reason I objected.

Q. Do you know why this money was given to that school?—A. I do not. The general purpose of giving money to the schools was to educate freedmen.

Q. Could you not have found schools in the hands of men having different political proclivities, with whom you might have been better suited, who would have used the money better, looking at the matter from your stand-point?—A. I think very likely I could.

Q. Is there any other incorporated institution there?—A. Not that I know of.

Q. Is that the only place in North Carolina where negroes and poor people can be educated?—A. Oh! bless you, no; there are schools all over the State; in some localities there are more freedmen than there are in Raleigh.

Q. And schools quite as good as that?—A. Yes, sir; and in my opinion better.

By Mr. WOOD:

Q. General, do you mean to be understood as saying that your objections to these persons who you call rebels was made because they were not in sympathy with the dominant party?—A. Not at all. I mean precisely what I said, I think, that I feared

they would not use the money intrusted to them for the purpose designed, namely, the education of freedmen.

By Mr. TYNER :

Q. You have said there was no other school at Raleigh?—A. I said I did not know of any other there.

Q. Was this school incorporated?—A. I think it was.

Q. Was the act of incorporation passed before the donation?—A. My impression is that it was.

WASHINGTON, D. C., May 20, 1870.

THOMAS B. JOHNSTON sworn and examined.

By Mr. WOOD :

Question. What is your residence?—Answer. My permanent residence is at Trenton, New Jersey; I am stopping temporarily, however, in Raleigh, North Carolina.

Q. Were you ever in any way employed by the Freedmen's Bureau?—A. I was, sir.

Q. When, and in what capacity?—A. From about 20th of June, 1865, until 31st of May, 1869, I was stationed at Raleigh as captain and assistant quartermaster of volunteers, reporting to Major Whittlesey, at Raleigh, and acted as chief quartermaster for the Freedmen's Bureau. In 1866, the latter part of it, I was appointed chief disbursing officer, stationed at Raleigh. I continued in that capacity until the 15th January, 1869.

Q. What were your duties when you acted as chief disbursing officer?—A. I paid the expenses of the bureau, the disbursements of the bureau; the rentals and expenses for building, and other purposes, were all made through me.

Q. You made collections in behalf of the bureau?—A. Yes, sir; I made some collections.

Q. How much, and from what sources did you make those collections?—A. I could not tell you the amounts. I received but little money from any officers of the bureau throughout the State. I received some from Mayor Dillon, at Beaufort; some from the sale of medical stores at Newbern, (that was during the year 1868;) some medical stores were sold at auction at Newbern. I received a small amount of money once from Colonel Moore, of Newbern. I also sold the Salisbury prison lot, by order of the Secretary of War, for \$1,600. I sold what was called the navy yard property, at Charlotte, for \$4,200; there were two lots there, one was sold for \$2,700, and the other for \$1,500. There were some hospital buildings at Newbern turned over to the bureau that I sold, and some at Charlotte, and some at Greensboro. Perhaps I sold other property; I do not now recollect. The lots at Greensboro and Charlotte were sold by me by authority of the Secretary of War, for school purposes; the order authorized me to sell to the Society of Friends, or other parties, for school or religious purposes. I also sold some property at Goldsboro, and some at Moorhead City.

Q. When were those sales made?—A. To the best of my recollection, it was in the latter part of 1865 when the authority was given.

Q. Have you no recollection of the amounts, or some general idea of the aggregate amount?—A. I might perhaps give you some idea of the amounts, but nothing very accurate. The most of the property was sold at low figures, because it seemed to be the intention of the government to let these persons have those places cheap. I think I sold in Charlotte a building one hundred feet long by twenty-five feet wide. It was an old hospital building. It was sold to a colored association for the use of schools, for \$50. I sold another building to the Friends' Association, of Philadelphia, I think for \$50. That was afterward removed to Lincolnton. I sold three or four others for \$50 apiece. One, superior to the rest, brought, I think, nearly \$200. There were two or three others, besides those already spoken of, that brought about \$100 apiece.

Q. What use was made of those buildings afterwards?—A. As I have said, I sold three of them for school and religious purposes. The remainder were sold at public auction, without reference to what purpose they might afterward be used for.

Q. I understand you to say that the direction to sell came from the Secretary of War?—A. Yes, sir; the order came from the Secretary of War, through the Quartermaster General.

Q. Did it come in any way through the Freedmen's Bureau?—A. It came through the Commissioner of the bureau to the assistant commissioner of North Carolina, and from him to me.

Q. I understood you to say that you were ordered to sell them by the Secretary of War?—A. Well, my name was mentioned in the order, but it was transmitted to me through these officers of the bureau.

Q. Do you recollect selling any property in the State of North Carolina at any time during your service, by direction of General Howard or of the Freedmen's Bureau,

otherwise than upon orders directly from the Secretary of War or the Quartermaster General?—A. The order directing me to sell these buildings which I have already spoken of was general. It did not specify the buildings, but said "all buildings." The sale of public auction of the prisons, of the Salisbury prison lot, of the property at Charlotte, what was called the distillery lot—twenty-three acres—which was sold in December, 1868, together with some hospital property. The order for those sales came from the Secretary.

Q. Were there any sales made by you at any period of your service, in pursuance of directions which came from General Howard or his subordinates in the Freedmen's Bureau?—A. All the sales I made were by order of the Secretary of War, which order came to me through General Howard. I do not think I ever sold any property, at public sale or otherwise, except by order of the Secretary of War.

Q. Do you recollect having derived any money in any way from public account, from rent or sales of abandoned lands; and if so, how much?—A. I cannot state the amount. I could tell where they came from. I received from the superintendent of the Freedmen's Bureau, at various times, in Newbern, moneys for lands; I received moneys from Beaufort for rent; I collected the rents myself, in the early period of the existence of the bureau in Raleigh, on the fair grounds there, where we have a hospital; I collected two or three months' rent there—only small amounts. I afterward found that that property belonged to the State of North Carolina and city of Raleigh.

Q. And all these rents from these various sources, did you enter them into your accounts as rendered to the government?—A. Yes, sir. I gave duplicate receipts to the parties from whom the money came.

Q. Out of what fund did you pay your ordinary contingent expenses?—A. Out of the money received from the chief disbursing officer of the bureau in Washington. The moneys received from the sales of property went into what was called the educational fund.

Q. How many funds did you keep accounts with?—A. We kept two accounts. We had a general appropriation fund, and then the fund which was used for educational purposes. There were no payments made from this latter fund except for educational purposes.

Q. Then you did disburse money from that fund for educational purposes?—A. Yes, sir.

Q. Did that include the erection of buildings for educational purposes?—A. No, sir. That came from the general appropriation.

Q. This educational fund was made up from the proceeds of the sales you made and the rents you received?—A. Yes, sir.

Q. Had you any discretion in the disposition of that fund for educational purposes?—A. I had not.

Q. Then you had to account for it entirely?—A. Yes, sir.

Q. Now, sir, in what form and in what manner were the moneys which you received remitted to Washington, and to whom?—A. There was only one occasion when I ever remitted any money to Washington. That occurred in this way: I kept a deposit in Raleigh, and was in the habit of making out an estimate of the condition of the funds monthly, as I had been doing in the quartermaster's department previously. At one time, in the latter part of 1868, I had a large amount of money for a certain purpose. My general appropriation was small. I was ordered to turn in this fund, and in making out my estimate of funds, for the month of November, I think it was, instead of having General Balloch remit to me by check, he credited me with the same amount on his books that was credited to that fund through me, and I transferred on my own books from one account to the other.

Q. Did it stand that way on the accounts of the bank at Raleigh?—A. No, sir. I kept but one bank account.

Q. Was this money deposited to your individual credit?—No, sir; to me as chief disbursing officer for North Carolina.

Q. What bank was that?—A. The National Bank of Raleigh.

Q. Do you know whether that bank was, by order of the Secretary of the Treasury, a public depository?—A. It was.

Q. When you made this deposit, did you advise General Howard of the fact?—A. I reported to General Howard weekly, through the assistant commissioner.

Q. Where are those reports?—A. They must have copies of them at the Commissioner's office.

Q. Could you procure them for us, or could you give us your accounts?—A. My accounts are in Trenton, New Jersey. My official papers of that character are all in the Third Auditor's office here, I presume. I sent them here, and they were examined, and I have certificates for non-indebtedness. My books at home show all my transactions with the bank. I kept a record of everything.

Q. Could you get your books here?—A. I suppose that by telegraphing for them they could be sent here by express by Monday, but my weekly reports, I think, must be all here in the office.

Q. The reports do not go into the details we require. If you will send for your books, I will postpone further examination on this point until they arrive. I wish now to inquire whether you, at any time, were directed to pay any money to the Saint Augustine normal school, at Raleigh?—A. Yes, sir. If you will allow me, I would like to explain. There was an appropriation, made by the Commissioner, of \$4,000 toward the construction of the Saint Augustine normal school, directed me to make the expenditure. There had been a contract made by the Rev. Dr. Smith with the bureau, to construct that building for \$4,000. On the completion of the building it was found that the contractor had expended more money than was coming to him on the contract, by about \$1,600. I knew, I told the contractor, as well as Dr. Smith, that it was impossible for me to put up that building for the sum named in his contract. At the completion of the building I took the pains to find out the name of every working man that he had, laborer as well as mechanic, and the amount due to him. The whole amount due was, as I have said, about \$1,600. I presented the matter to General Miles, then assistant commissioner, who referred it at once to Washington, and it was agreed to allow this \$1,600. The money was afterward paid, in part by Major McCleary and in part by me, to individuals to whom it was due from the contractor, making up the sum of \$5,600, expended for the Saint Augustine normal school and furniture.

Q. You say you paid a portion of that money yourself?—A. Yes, sir; I was relieved by Major McCleary, and he completed the payment.

Q. You do not mean that you paid out of your own personal funds?—A. Oh, no, sir.

Q. Out of the public fund then in your possession?—A. Yes, sir; I determined to pay the money, not to the contractor, but to the individuals whom the contractor owed. But in the meantime, as I said, I was relieved. Major McCleary completed the payment and made a complete voucher afterward. We took the receipt of the parties, and made but one voucher.

Q. Where is Major McCleary now?—A. In Shreveport, Louisiana.

Q. For what purpose were those sums paid?—A. Four thousand of it was paid to the contractor, sixteen hundred dollars to his employés. It was for the building of the school-house, for desks, and other necessary school furniture.

Q. Who established this school?—A. Rev. Dr. Smith.

Q. For himself personally?—A. No, sir; I presume it was established through the Episcopal Missionary Association of New York city.

Q. Was the school connected with the church?—A. No, sir.

Q. Was it managed by a board of trustees?—A. I cannot say; I only knew the Rev. Dr. Smith in the transaction.

Q. Did you not reside at Raleigh?—A. Yes, sir.

Q. If the board of trustees managed that institution would you not have known it?—A. When Dr. Smith first came he had no connection with anybody that I ever knew of. I recollect this, that I never had anything to do with those parties. I did understand that a Mr. Kemp Battle and General Cox, of Raleigh, had something to do with the school.

Q. Were you at Raleigh when Dr. Smith purchased that farm?—A. I was.

Q. Do you know, or not, whether he purchased it as an individual speculation?—A. I do not know that he did, and I presume that he did not.

Q. How large a piece of land did Dr. Smith buy?—A. About 350 acres.

Q. Did you not, as a resident of Raleigh, know that it was his own private property?—A. I did not.

Q. Was the church of which he was pastor on the same ground?—A. He never was pastor of any church there, to my knowledge; he held service sometimes in the colored schools.

Q. I had an impression that he had a church there.—A. No, sir; he simply had supervision of this school.

Q. Did you ever know a person named Vagell?—A. I did.

Q. Had he any official position under the bureau when you were there?—A. Yes, sir.

Q. What was that position?—A. He was at one time agent for the bureau; afterward he was superintendent of education for the State of North Carolina.

Q. Is he still connected with the bureau?—A. Yes, sir.

Q. Do you know anything of any discrepancies in vouchers that he presented—any irregularities?—A. My attention was called to that. There was at one time presented in my office a duplicate voucher in his accounts.

Q. Was that fact ever brought to the knowledge of General Howard?—A. No, sir.

Q. Was it never reported to headquarters?—A. No, sir; it never went out of our office.

Q. Was it not your duty, or the duty of some other proper officer, to report that fact?—A. As soon as Vagell's attention was called to it the voucher was withdrawn.

Q. But was it not the duty of the person in charge of the bureau there to report a matter of that character to headquarters?—A. I think not, under the circumstances.

Q. Do you know Avery?—A. Yes, sir.

Q. Was he acting there with you?—A. I think General Avery was acting inspector for the State as officer of the Freedmen's Bureau.

Q. Would it have been his duty to report this matter?—A. I think it would have been the duty of the inspector generally to report any irregularities.

Q. Do you know anything of a mill, belonging to the government, situated on Roanoke Island?—A. I do not know of any mill there that belonged to the government.

Q. What do you know about a mill there?—A. I know there was a mill on Roanoke Island.

Q. What else do you know about it?—A. In the fall of 1865 I visited it for the purpose of making an inspection of it, to see whether it could be made available or not. I found a saw-mill with a 70-horse engine and boiler, complete, with a frame building over it, &c. I learned that Captain James—captain and assistant quartermaster of volunteers —

Q. State only what comes within your own knowledge, in your official capacity.—A. Well, I know there was a mill there on Roanoke Island when I went there in 1865.

Q. Was it not there in 1863, when you went back attached to the bureau?—A. Yes, sir, there was a mill there in 1863.

Q. Who claimed to be the owners of that mill?—A. Well, I always considered that Captain James represented the owners of that mill.

Q. In what way? Please explain.—A. Captain James was from the State of Massachusetts; the money for that mill and machinery was raised in Massachusetts by contribution; the engine was sent to Roanoke Island, and put up by him.

Q. Who were employed to put up the mill?

The CHAIRMAN. The witness has stated that the mill was private property.

Mr. WOOD. Put up with public money, as we shall show.—A. The mill, engine, &c., were purchased with money contributed by citizens of Massachusetts.

Q. And put up on Roanoke Island by Captain James?—A. Yes, sir.

Q. And Captain James was at that time disbursing officer of the Freedmen's Bureau?—A. Not when the mill was put up; the mill was put up previous to June, 1865, when Captain James became disbursing officer of the Freedmen's Bureau.

Q. Do you know anything about the trial of two men, Captain Gosling and Captain Brown, on charge of taking away that mill?—A. To answer that I must go a little into details.

Q. Were you there at the time of that trial?—A. I was there when certain parties were tried.

Q. Who were those parties that were tried by General Avery for stealing that mill?—A. Well, sir, I am not aware of any specifications of that kind against any parties.

Q. I would like to have you answer my question?—A. Well, sir, I would like to answer it.

Q. Was the name of one of them Gosling?—A. Gosling was tried by General Avery.

Q. Who was the other?—A. I forget what his name was.

Q. Was it not Captain Brown, of a United States colored regiment?—A. I never heard Captain Brown's name in connection with the mill.

Q. What was the result of that trial?—A. Both parties were convicted of the charges and specifications.

Q. That is all the knowledge you have of the transaction?—A. Yes, sir; except from hearsay.

Q. It was not officially brought to your notice?—A. No, sir.

Q. Was not the ground upon which those men were tried, that the mill was government property?—A. I do not know.

Q. You are quite sure they were not charged with stealing government property?—A. I have no knowledge whatever on the subject.

Q. Did you ever know a person named Sinclair?—A. Yes, sir.

Q. Did he ever have a claim against you or the Freedmen's Bureau in North Carolina?—A. Yes, sir.

Q. What was the character of that claim?—A. It was for services of himself as superintendent for the Freedmen's Bureau, in the county of Robeson, I think, in the year 1865, or possibly 1866; also for the services of his clerk, and a medical attendant.

Q. Was the claim allowed or refused?—A. It was refused.

Q. On what ground?—A. I had never known, when he served as superintendent, of the bureau paying superintendents; I considered the service as voluntary on his part.

Q. Was the claim afterwards allowed?—A. Yes, sir.

Q. And paid?—A. Yes, sir.

Q. Where, and by whom?—A. By the disbursing officer here in Washington.

By Mr. KETCHAM:

Q. That property you speak of as having been sold by you—was it what is called confederate property?—A. All that sold by me at public sale was confederate property,

at first. I will have to answer that again; I did not say what I meant to. There was both confederate and government property sold.

Q. Do you know anything about the services of this Mr. Sinclair—what they were?—
A. He was appointed as agent of the bureau, in the county of Robeson, I think, when the bureau was first established in North Carolina; General Whittlesey authorized several persons to act in that capacity in North Carolina, in the early days of the bureau in that State; and Sinclair was one of them. He was a clergyman living in Robeson County.

Q. Then his claim was not rejected because of his not having rendered the services?—
A. I did not question his having rendered the services—I questioned his authority to present a bill. I did not consider any person holding a position of that character to be under pay.

Q. How long did he serve in that capacity?—
A. I do not recollect.

Q. What was the amount of the bill he presented?—
A. Nearly \$400. That was for his own services, those of a clerk at \$50 a month, and for medical attendance.

Q. Did he render any services after his claim was presented?—
A. No, sir.

By Mr. MCNEELY:

Q. You said, I believe, that you paid a portion of the \$1,600 extra that was paid over and above the contract price on the St. Augustine Normal School?—
A. Yes, sir.

Q. Upon whose recommendation or order did you pay that \$1,600—or the portion of it that you did pay?—
A. On the order of General Howard.

By Mr. ROGERS:

Q. Do you know what connection the American Missionary Society has with the Freedmen's Bureau?—
A. I do not know that it has any connection whatever.

Q. Do you know of any property built by the bureau—houses of any kind—being turned over to that association?—
A. There were no houses built by the bureau turned over to the American Missionary Association during my administration as disbursing officer.

Q. Those that were built, were they built on government lands or on private lands?—
A. The one in Raleigh, the teachers of which were sent out by the American Missionary Association, was built on church property by order of President Johnson. There is another building which is on the grounds owned by the American Missionary Association, and the building stands on the papers of the superintendent of education; still I have no knowledge of any transfers to the American Missionary Association.

WASHINGTON, D. C., May 31, 1870.

THOMAS P. JOHNSTON—Examination continued.

By Mr. WOOD:

Question. Have you the books you were requested to bring?—Answer. Yes, sir; here they are.

Q. These are the books you kept while you were in North Carolina?—
A. Yes, sir. That is the journal.

Q. This is journalized from what?—
A. From the blotter. Here is the ledger; I meant to have given you this in the first place.

Q. This contains a summary of all your transactions?—
A. Yes, sir.

Q. Will you please turn, in these books, to that portion of your accounts which contains the receipts of any moneys received from the bureau in Washington?

WITNESS explains the mode in which the accounts were kept in his books.

Q. State to the committee what amount you received from General Balloch, as disbursing officer of the Freedmen's Bureau in Washington, during the month of March, 1867.—
A. I received \$5,500.

Q. For the month of April, 1867?—
A. Six thousand seven hundred and fifty dollars.

Q. For the month of May, 1867?—
A. Six thousand one hundred dollars.

Q. For the month of June, 1867?—
A. Eight thousand dollars.

Q. Look through the books and state what funds were distributed by you, out of the money received from Washington, for the St. Augustine Normal School, at Raleigh.—
A. I can give you the amounts from a memorandum taken from the books.

On the 28th of August, 1868. (there were none before that,) I paid Ellison & Norwood, contractors, the first payment on their contract for building St. Augustine Normal School. \$1,410 06
October 31, 1868. Same parties; second payment. 1,632 28
December 31, 1868. Same parties; final settlement. 972 60
(This completed the contract for \$4,000.)

December 11, 1868. Paid Robert Porter for desks for St. Augustine Normal School	\$719 00
December 15, 1869. Paid Fairbanks & Co., for bell, fixtures, &c.....	240 70
January 18, 1869. Paid bill of Lougee Brothers, for repairs.....	100 00
	<hr/>
Making all that I personally paid.....	5,074 64
	<hr/> <hr/>

Q. Is that all that your books show?—A. Yes, sir; there is nothing else that my books show.

Q. Do you know of any other payment or contribution being made by that institution?—A. I know that there was a payment made of at least \$1,650, to pay the contractors when they were behind in finishing the building.

Q. When was that paid?—A. It was paid during the months of February and March, 1869.

Q. For what purpose was it paid?—A. It was paid to the mechanics and workmen on the building.

Q. For work done on the St. Augustine Normal School?—A. Yes, sir.

Q. Do you know of any other sums having been paid?—A. I know of no others.

Q. Can you state the whole amount of moneys received by you during the whole term of your service there, from what was called the freedmen and refugees' fund; is, from money derived from the sale of confederate property in the whole State of North Carolina?—A. (After making computations from the books,)

The amount received in 1866 was.....	\$6,856 19
For the year 1867.....	2,999 19
For the year 1868.....	3,581 36
	<hr/>

Making for the three years.....	13,436 74
	<hr/> <hr/>

Q. What disposition did you make of that money?—A. I expended it in North Carolina, and accounted for it to the Commissioner of the Freedmen's Bureau, General Howard. The balance I turned over to my successor, Major McClellan, amounting to \$3,477 48.

Q. I desire to know whether the amount of money which you have stated was appropriated for the St. Augustine Normal School, at Raleigh, came out of that particular fund?—A. It did not.

Q. Had you any instructions or directions from the bureau here, or from the Commissioner, as to what particular fund the moneys for that school should be drawn from?—A. The orders were general in regard to that. Such expenditures came out of what was called the general appropriation fund.

Q. Then I understand you to say that you had no instructions as to the particular fund from which the moneys should be drawn?—A. No, sir. I produce a copy of the order referring to that.

The order is as follows:

[“Special Order No. 73—Extract.]

“HEADQUARTERS ASSISTANT COMMISSIONER STATE OF NORTH CAROLINA,
Raleigh, July 18, 1868.

“II. Brevet Lieutenant Colonel Thomas P. Johnston, disbursing officer, will cause to be erected at Raleigh, North Carolina, a school building for the State Normal School, at a cost not exceeding five thousand dollars, (\$5,000,) for which purpose a special requisition will be made for the necessary funds.

“By command Brigadier General N. A. Miles, assistant commissioner.

“JACOB F. CHURR,
Acting Assistant Adjutant General.”

Q. That order you received from the assistant commissioner?—A. Yes, sir.

Q. Why was it that you exceeded that amount of \$5,000?—A. There was an application made for those expenditures of \$100, and the assistant commissioner of North Carolina, who had authority to grant that payment, did order the payment of \$100.

Q. Are you not aware that there was a much larger excess than \$100?—A. No, sir; I am certain it was only that sum. My books will show it.

Q. The accounts you have referred us to this morning, of the amounts paid from August, 1868, to March, 1869, show an expenditure of over \$6,000; how do you account for the excess?—A. You have included \$1,650 that I had nothing to do with the payment of.

Q. That sum was paid outside of your instructions, and not by you?—A. Yes, sir. I was directed to pay it, but in the mean time I was relieved, and the amount was paid after I turned over my funds to another officer.

Q. From what fund was the \$5,100 paid by you for the St. Augustine Normal School?—A. From the general appropriation fund.

Q. The whole of it?—A. Yes, sir.

Q. That is what you call the general appropriation fund, to distinguish it from the refugees and freedmen's fund?—A. Yes, sir.

Cross-examined by Mr. KETCHAM:

Q. Have you that direction which you have just spoken of, for the payment of \$1,650, and which you did not pay, going out first?—A. I have not.

Q. Who gave the order?—A. The names of these parties were sent to General Miles, in the first place, in Raleigh. General Miles was assistant commissioner.

Q. And he gave that direction for the payment of the \$1,650?—A. Not at that time; he did afterward. It was represented to him, and he reported the case of these men being without pay to General Howard, and then the matter was left to his discretion. To my recollection, it came down in the shape of an indorsement, with directions to General Miles to pay it.

Q. At whose discretion?—A. General Miles's.

Q. The order came from General Howard, leaving it at the discretion of General Miles to pay that \$1,650?—A. Yes, sir.

By Mr. TOWNSEND:

Q. From what source is the general appropriation fund derived?—A. From the appropriations by Congress.

WASHINGTON, D. C., May 9, 1870.

WAGER SWAYNE SWORN and examined.

By Mr. WOOD:

Question. State your present occupation.—Answer. I am at present colonel and brevet major general in the army, unassigned.

Q. How long have you been in your present position?—A. I was assigned to the War Department in May of last year.

Q. Before that what was your position?—A. Before that I was in command of my regiment at Nashville, Tennessee, for some time previous; and prior to that time, I had been, from July, 1865, until January, 1868, in charge of the Freedmen's Bureau in Alabama, and in command of the troops in that State.

Q. Did your command cover the whole State?—A. It did during the greater part of the time. For the first few months after I went there North Alabama was excepted, being at that time attached to the district in charge of the commissioner of the bureau for the district of Tennessee.

Q. Did it become your duty, while you were thus stationed and thus employed in Alabama, to sell any property that had been confiscated or abandoned?—A. There was no abandoned property there seized or sold by me, nor any confiscated property, properly speaking. Certain property of the ex-rebel government was, by order of the President, made in October, 1865, transferred to me, and a part of it was afterward sold, not by me, but by my order by officers under my command.

Q. Do you know of the confederate naval foundery and machine shop at Selma?—A. I know something of it, yes, sir.

Q. Did you or not direct, or have something to do with, the sale of that property?—A. My recollection is, that I ordered the sale of a part of it, and, possibly, of the whole, but that at some stage of the proceedings, the sale was interrupted, or at least payment was stopped by order of the United States judge of that district, who afterward took supervision of the subject.

Q. What was his name?—A. Richard Busteed.

Q. Do you know the amount realized from that sale?—A. I do not. By reference to my reports, I might learn something of it; but the sale was made by another officer, and I never charged my mind with the particulars.

Q. Do you know anything of the sale of the Waysville Hospital at Selma?—A. Not enough to speak definitely.

Q. Do you know anything of the sale of the Brierfield Iron Works in Alabama?—A. I had the Brierfield Iron Works transferred to me, under the order of the President mentioned. At the time they were transferred to me, they had been, to the best of my recollection, placed by the collector at Mobile in charge of two of his deputies, for sale. I asked the Secretary of the Treasury, by letter, that he would, not only as to that, but as to all the property embraced in the executive order, cause the sale to be perfected, and the proceeds of the sale, in money, transferred to the accounting officer in my department. The Secretary refused. I then requested the deputies of the Treasury Department who had that department in charge, to the best of my recollection, to go on

and sell, and transfer the proceeds to the disbursing officer of the bureau; and, as far as I recollect, they did so sell, that officer, however, being then present, and the sale being, perhaps, made in his name. I recollect that the proceeds of that sale (\$45,000) were paid to me, upon the execution of a deed, by draft; which draft was transferred immediately to this disbursing officer, and was afterward deposited, I believe, at the depository at Mobile.

Q. What was the name of this disbursing officer, and where was he stationed?—A. The disbursing officer at that time was Major Edward Wright, a paymaster in the regular army, then on duty as disbursing officer in the Freedmen's Bureau at my headquarters.

Q. Do you know F. S. Lyon, of Demopolis?—A. I do.

Q. Do you know A. K. Sheppard and John Hardee, of Selma?—A. I do.

Q. Had these gentlemen, in connection with you, any interest in the Brierfield Iron Works?—A. I had no interest. Mr. Lyons, I believe, represented the purchasers of the Brierfield Iron Works. I think he was probably the largest purchaser himself. The draft for the proceeds of the sale was transferred by him to me. Mr. Sheppard I recollect as the principal purchaser of the government sales made at Selma. Mr. Hardee was United States marshal, acting under direction of Judge Busteed, and, I think, afterward took possession of a good deal of the property that was sold. There occurred at that time quite a conflict of jurisdiction between the bureau and the court.

Q. Took possession of property which had been sold by order of the government?—A. Yes, sir.

Q. On what ground could the marshal of the court take possession afterward?—A. I never knew. On grounds that appeared satisfactory to the court, but they were not satisfactory to me.

Q. Do you know anything of the sale of two steamboats which had been confederate blockade runners on the Alabama River?—A. I do; that is to say— I had better give a statement of what I know on the subject, because I could not identify those vessels as having run on the Alabama River; but certain steamers, which I understood to have been captured near the mouth of the Alabama River by our forces, and which I understood not to have been engaged in running on the Alabama River, but to have been ocean blockade runners, were transferred to me under the executive order above mentioned. These steamers were advertised for sale, and one, I think, was sold by the disbursing officer of the bureau, who, I believe, was this Colonel Wright of whom I have made mention, under my direction and by my order. The sale was confirmed by me, and the proceeds received by the disbursing officer. At that time a question of jurisdiction grew up, as I have said, between the bureau and the court, and I turned over the other steamer to the court for sale by them, meaning to claim the proceeds under the executive order. What became of the steamers after that I have no accurate knowledge of.

Q. The proceeds were turned over to the disbursing officer of the bureau?—A. The proceeds of one steamer sold were so turned over; nothing was ever received by the bureau, to my knowledge, from the steamer sold by the court.

Q. Were not two steamers sold by order of the bureau?—A. No, sir; not by my order. My recollection is that one steamer that was to have been sold was, perhaps, sold by order of the court, but that the court set aside the sale.

Q. Did the same disbursing officer receive the amount for this one boat; and what was the amount?—A. He did; the amount, to the best of my recollection, was \$40,000.

Q. Do you know of the sale of the arsenal buildings at Demopolis, with the confederate arsenal material?—A. I do not think I do. It may be that I sold some frame buildings at Demopolis, but the sale was stopped by the conflict of jurisdiction that arose.

Q. Do you know anything of the sale of the Stonewall Hospital at Montgomery?—A. I do not.

Q. Are you quite sure of that?—A. It is just as it is with the other matters; I was at that time very much engrossed with business. This was one of my six or eight staff officers, and this was one of his transactions; whether this hospital was sold by him I could not state without reference to the papers. In my printed report, made to General Howard the 1st of January, 1867, I gave a summary of all the sales I had made, stating the proceeds received, and the direction given to them. That summary was made from the papers of the disbursing officer.

Q. Will it state into whose hands the proceeds went?—A. The proceeds went into the hands of the disbursing officer, unless it may be that a small amount went into the contingent fund.

Q. Do you know anything of the sale of the Confederate States hospital at Greenville, Alabama?—A. To the best of my knowledge, we sold that building, for, perhaps, \$600, to a man in Greenville, whose name at present has escaped me. Afterward the marshal took that building, against our protest, and illegally, as I believe, and sold it to another person; then the person who had bought it from us naturally made reclamation for the proceeds. There had been a commissary of the bureau at Greenville,

whom we had detected in making some fraudulent sales of commissary stores to this person; he fled to Mexico, and when this person made reclamation for the proceeds of this building, I refused to pay him back until we could adjust the other matter.

Q. Can you recall his name?—A. I think it was Steinberg.

Q. What was his position in the bureau?—A. He was the agent of the bureau at Greenville. We sent him to Greenville with a certain amount of rations and commissary stores, to be distributed to indigent persons. We detected him in selling some barrels of pork, I think, which he reported as having been distributed; and it seems to me that we detected him in selling this pork to the same person who purchased this building.

Q. Was this conduct on the part of the bureau officer made a matter of record?—A. I think it was.

Q. Was it reported to headquarters?—A. I think it was.

Q. Was it or not made a part of your duty to report such conduct?—A. It was.

Q. Did you do it?—A. I think I did. I have no consciousness of remitting anything of that kind.

Q. What was the date of that transaction?—A. I could not give the date.

Q. Did you ever hear anything of this Steinberg after that occurrence?—A. Some time afterward, in some way, I heard of that man living in Texas; I think it was after I had left the bureau. I just recollect hearing his name, and of my saying to the person who mentioned it, "Find him, if you can."

Q. Did you ever hear of him afterward as being employed, or in any way engaged, with the bureau?—A. No, sir.

Q. Did you or not receive some rents of property in Selma, particularly for a tract of land known as the Weaver land?—A. I think there were some rents received.

Q. Do you know the amount?—A. I do not; these matters were all with the disbursing officer.

Q. Were the moneys received by him?—A. Yes, sir.

Q. Would that appear in your report?—A. No, sir; I think it would not.

Q. Do you know of any other rents received for that property?—A. I do not.

Q. Where is this paymaster, Colonel Wright?—A. In New York City.

Q. Is he still in the army?—A. Yes, sir. I may, perhaps, state that before the close of this transaction Colonel Wright was relieved, and Colonel Edward Beecher, who was paymaster of volunteers, succeeded to his duties. These matters were finally closed by Colonel Beecher.

Q. To whom did these disbursing officers make their reports?—A. I think to the disbursing officer of the bureau here.

Q. Do you know that these proceeds were ever remitted to the bureau here?—A. I do not know; these were army transactions, which did not come within my knowledge.

Q. Did you leave the books in the office there?—A. I kept individually no books except books of correspondence.

Q. Have you ever made inquiries since you have been on duty in the War Department here, or has your attention been directed to the fact that these proceeds were never received here?—A. No, sir.

Q. Can you state where these men, Sheppard and Lyon, are now?—A. The last I heard of Mr. Lyon he was living at Demopolis. He was a very prominent citizen there, and I have no doubt he is there still. The last I heard of Mr. Sheppard he was in Louisville, Kentucky.

Cross-examination by Mr. KETCHUM:

Q. Under what authority of the law did you make these sales?—A. My recollection is that the executive order which directed the transfer of that property to me also directed me to sell. I do not know whether that was the order of the War Department. I think it was the order of the President. It was copied in the printed report I have mentioned, together with my transactions under it.

By the CHAIRMAN:

Q. Does that report show the amount of property sold by you in the State of Alabama?—A. Yes, sir; my report shows the gross aggregate of receipts and the principal items from which it was received, principal items of disbursement, and the amount of balance transferred.

(It is agreed by the respective parties that a printed copy of the report referred to be received in evidence.)

By Mr. PERCE:

Q. Can you tell me the organization of the Freedmen's Bureau as to the various departments? To whom does the disbursing officer report? Who is his superior officer?—A. The disbursing officer accounted for the receipt and transfer of money as disbursing officer to the bureau in Washington; as to any individual transaction on the ground he was, of course, subject to my orders.

Q. As paymaster of the bureau, did he make his reports of disbursements to the Paymaster General?—A. No, sir; not as paymaster of the bureau. He was, however, a regular paymaster in the army, and paid the officers and sometimes paid the troops, and for these payments, of course, accounted to the Paymaster General; but for transactions as disbursing officer of the bureau he accounted to the chief disbursing officer of the bureau at Washington.

Q. To whom did the chief disbursing officer of the bureau make his returns?—A. I do not know.

Q. The same course of accountability was applied to the commissaries of the bureau?—A. Yes, sir; to the best of my knowledge.

By Mr. ROGERS:

Q. The duties of your disbursing officer, as I understand them, were separate, and whatever pertained to the bureau he accounted for to the bureau officer at Washington, and whatever pertained to the army proper came to the War Department through the proper channel?—A. Yes, sir; through the Paymaster General.

Q. So that there was a regular accountability from one to the other as in the capacity in which for the time being he was accounting?—A. Yes, sir; in other words, he was the agent for the two departments and accounted to each.

By the CHAIRMAN:

Q. Was there any embezzlement of funds by this Mr. Steinberg?—A. No, sir; he had no funds in his charge. He received certain things for issue to the starving under the congressional appropriation for that purpose. He received so much, and was bound to return his report as having issued so much. We received information that some of this stuff was in private hands, and we found it had been sold by him.

Q. Was he under bond?—A. No, sir.

Q. Was that property recovered?—A. A part of it.

Q. What amount was stolen?—A. I could not tell; I think my report shows pretty accurately.

WASHINGTON, D. C., June 4, 1870.

GEORGE J. ALDEN sworn and examined.

By Mr. WOOD:

Question. Where do you reside, and what is your occupation?—Answer. I reside at New Smyrna, in Florida; I am a banker.

Q. How long have you lived in Florida?—A. Ever since some time before I was mustered out of the army. I went there in 1864, and was mustered out in 1865.

Q. And since 1865 you have been at New Smyrna?—A. No, sir; I was in Pensacola till 1868; then in Tallahassee for about eighteen months, after which I removed to New Smyrna.

Q. Have you known anything about the administration of the affairs of the Freedmen's Bureau in your State?—A. Yes, sir, I have seen the operations of it in different portions of the State.

Q. Have you yourself, in any way, had any connection, or negotiations, or transactions with the Freedmen's Bureau?—A. I have.

Q. In what way?—A. I leased some property from the Treasury Department, which was afterward turned over to the bureau, and which was restored by the bureau to the owners. After this property was turned over I came to Washington with the terms of the lease which I took from the Treasury Department. The terms of the lease were that the expense of all improvements made upon the property should be paid by the parties to whom the property was restored. When I took the property it was completely torn to pieces, and I repaired it at great expense. I came here in 1868, and tried to have the matter fixed up. I presented the papers to General Howard, and he gave me a letter to General Sprague—I cannot tell exactly how it read—the sum and substance of it was an order to restore the property in accordance with the lease. I transmitted the papers to General Sprague; they came through the proper channels to General Seymour, and the property was restored. They refused to pay the expense of the improvements. The attorney on the part of the former owners came on, and the property was taken away from me and restored to them without compliance with the terms of the lease. In 1868 I came on here and endeavored to get some settlement; I was unable to do so. Major Alburgher, my attorney, prosecuted the claim. The papers were filed with a man named Rolf, at that time an agent of the bureau—

The CHAIRMAN. How do you know he was an agent of the bureau?

WITNESS. I was told he was.

The CHAIRMAN. Please state nothing except what you know of your own knowledge.

WITNESS. Well, these papers were turned over by him in accordance with the let-

ters, copies of which had been sent to me. Major Alburgher has all the papers and letters, as my attorney. He has a letter which will show —

Q. Let me ask you, was this leased by you from the government?—A. Yes, sir.

Q. That was before the Freedmen's Bureau had charge of the freedmen's affairs in that State?—A. Yes, sir; the treasury agents took up the abandoned property.

Q. And you obtained the lease from the treasury agents?—A. Yes, sir.

Q. And after the bureau was organized its officers took this from you?—A. Yes, sir; the property was turned over to the bureau by the treasury agents, and afterward I paid the rent to them.

Q. And in 1863 you came to Washington?—A. Yes, sir, and saw General Howard.

Q. Personally?—A. Yes, sir.

Q. And had an interview with him on this subject?—A. Yes, sir.

Q. And he said what?—A. I showed him the papers and stated the case—how the property had been taken away without compliance with that lease. After some conversation he gave me a letter to General Sprague, commanding that department.

Q. Of the bureau, or of the army?—A. Of the army; I think he was a bureau agent, too, at that time. This letter I transmitted to Colonel Sprague, with the papers in the case, and they were transmitted to General Seymour with orders to return the property to me until the terms of the lease were complied with.

By the CHAIRMAN :

Q. Were you here when the parties came here to get that property restored to them?—A. I was not present, but I knew they came.

Q. How did you know?—A. I heard that they came, and I saw the papers.

By Mr. WOOD :

Q. Let me see if I understand correctly. After this property was restored to you by General Sprague's order, it was taken away from you again?—A. Yes, sir, without compliance with the terms of the lease.

Q. By whose order and direction?

Mr. HOAR. It must appear whether the witness heard the orders or directions given; or, if the order was in writing it must be produced.

By Mr. WOOD :

Q. Was your property taken away?—A. Yes, sir.

Q. By whose order?

By the CHAIRMAN :

Q. In the first place, did you receive any such order?—A. Yes, sir.

Q. Have you a copy of it?—A. No, sir; I turned over the papers to Major Alburgher, and they are now in the hands of the bureau.

By Mr. WOOD :

Q. Those papers, you say, have been returned to the bureau?—A. Yes, sir.

Q. Have you ever made any effort to procure them from the bureau?—A. Yes, sir.

Q. What answer did you receive when you asked for them?—A. I was answered that there was no record in the department that any such papers had ever been filed; but my attorney has letters which show that they have been filed.

Q. Well, sir, your property was taken from you you say?—A. Yes, sir.

Q. By order of the bureau?—A. Yes, sir.

Q. What became of it then?—A. Why, it was turned over.

Q. Who was the officer that waited upon you and demanded possession of that property?—A. The bureau officers there were changed so often that is difficult to remember accurately; but I think either Colonel Zuluski or Captain Cole.

Q. Were either of those officers connected with the bureau? Were they generally recognized as the official representatives of the bureau?—A. Yes, sir.

Q. And what became of that building?—A. It was turned over to the former owners.

Q. Who were they?—A. They were the Misses Myers, two sisters.

Q. Were they confederates?—A. Yes, sir.

Q. Where were they, and what were they doing during the war?—A. They were within the confederate lines; their brother, a young man, was in the confederate army.

Q. Then the bureau took a Union man's property and gave it to the rebels?—A. Yes, sir.

Q. Have you made any application to General Howard since you have been in Washington for a restoration of your property?—A. Not to General Howard, personally, this time of my being in Washington. I have been up to the bureau to see if I could find the papers; and to General Whittlesey's.

Q. Have you had any interviews with General Howard since you have been in Washington this time, in relation to this question?—A. No, sir.

Q. Have you had any conversation of any kind with him?—A. No, sir.

Q. Have you any knowledge or information with reference to the selling of rations in the State of Florida?

The CHAIRMAN. That portion of the question in reference to "information" would not be proper.

Q. Have you any knowledge—I mean knowledge upon which you can verify its truth, that rations were sold in Florida —

The CHAIRMAN. The witness must have personal knowledge.

Mr. WOOD. The witness cannot be called upon to criminate himself. The character of the testimony the Chairman requires would place the witness in the position of being either the seller or purchaser of the rations, and he cannot testify to either without criminating himself.

Mr. HOAR. He may have been present and seen the transaction.

Mr. WOOD. It would still have made him *particeps criminis* to have stood by and seen it done.

The CHAIRMAN. It has been adopted as a rule of the committee, that no hearsay evidence shall be admitted.

Mr. WOOD. I offer now to prove by this witness, that officers of the bureau in Florida did sell rations and receive money for them. I bring this witness to prove —

Mr. TYNER. Mr. Chairman, I move that Mr. Wood be authorized to prove it by this witness, or any other, if he can.

Mr. WOOD. The witness could not know it from personal knowledge, unless he was either the buyer or the seller, or an observer of the transaction; in either case he would be equally guilty, and could not be compelled to testify.

Mr. HOAR suggested several ways in which the witness might know a thing of that sort, without being himself a guilty party.

By Mr. WOOD:

Q. Do you know anything that justifies you in a positive statement, so as to make it a matter of verification before this committee —

(Mr. Hoar objects.)

Q. Do you know, of your own positive knowledge, of the selling of any rations in Florida? Were you present witnessing it, or participating in it?—A. No, sir.

Q. What do you know upon that subject?

(Question objected to, and answer ordered to be struck out.)

Q. Do you know anything of the selling of government clothing to individuals in Florida?—A. I know the same that I know about the sale of rations.

Q. Do you know anything in reference to the sale of government transportation?—A. The same parties were connected with the whole; I know the same of that that I do of the other matters.

Mr. WOOD. Do I understand that I am permitted to ask the witness where his information comes from—whether it comes from an officer of the bureau —

The CHAIRMAN. No, sir, not his information. You may ask him if he has had a conversation upon that subject with any officer of the bureau.

Q. Is your information upon these three questions—the sale of rations, of clothing, and of government transportation—derived in any way from any person connected in any capacity with the Freedmen's Bureau in Florida or elsewhere?

(Mr. TYNER objects on two grounds, that the question assumes that the witness has information which would constitute legal evidence; and that he has had conversation with some officer of the bureau.)

Q. Have you had any conversation upon the subject of the sale of rations, clothing, or transportation with any officer of the bureau, and if so, with whom?—A. I do not know that the man was an officer, from this fact: I am required to state what I positively know, and I never saw his commission.

By Mr. HOAR:

Q. Have you had any such conversation with any person acting as officer or agent of the bureau?—A. I have.

By Mr. WOOD:

Q. With whom?—A. At least he was clerk in the bureau under this officer.

Q. What was his name?—A. Emerson Lewis.

Q. Did you have any conversation with any other persons except this clerk?—A. Yes, sir.

Q. With whom?—A. M. L. Stearns and W. J. Purman.

Q. With any other person?—A. No, sir.

Q. Please repeat, so far as you can recollect it, the substance of your conversation with each of these individuals?

Mr. HOAR. I am clearly of opinion that this conversation is not competent evidence unless it is connected with General Howard, and unless he is proved to have been negligent for not acting in the matter.

By Mr. WOOD:

Q. Who was this Lewis?—A. He came to Florida with General Ely. They brought a colony and located it at New Smyrna and Port Orange. They were supplied with provisions, clothing, and transportation by the bureau. They were charged so much for entering lands. Some of it was Spanish grants; some of it was State lands, but they had no right to the lands. As to the rations, this man mentioned six or eight thousand dollars worth at one time being sold, also clothing. This Ely was connected with a saw-mill put up at Port Orange, and the rations were used there, some of them to pay off the workmen with.

Q. Was anything further communicated to you by that gentleman that you now recollect?—A. Not that I now recollect, sir.

Q. This M. L. Stearns, what position did he hold?—A. Bureau agent at Quincy, Florida.

Q. What did he state?—A. At the time when charges were brought before the grand jury —

The CHAIRMAN. We only want what he said.

A. He said that he had sold rations to pay for the transportation, and to pay for the rent of his store, (and also for a clerk he was obliged to employ, he having but one arm, and the government furnishing him with none.) He had no money with which to pay for transportation, nor rent, nor clerk hire, and he sold those rations for that purpose.

Q. Did he tell you anything else?—A. That was the substance of what he said.

Q. What was the time of this conversation?—A. In 1868; I think in the fall, when the United States court was sitting at Tallahassee.

Q. You mentioned a third person who furnished information of a similar character?—A. Yes, sir, the other one was W. J. Purman.

Q. What was his position?—A. Bureau agent at Marianna, Florida.

Q. What did he tell you?—A. He told me that he had sold rations to pay for the transportation of other rations to Marianna.

Q. That is all?—A. Yes, sir.

Q. Do I understand you to say that this was in 1868?—A. Yes, sir; except the conversation with Mr. Lewis; that was held within the last six months.

Q. Do you know whether either of these individuals are yet connected with the bureau?—A. I do not know.

Q. Do you, or not, know whether these facts which you have stated were reported to the bureau in Washington City?—A. Some of them were.

Q. Do you know of your own knowledge?—A. No, sir, I do not.

Q. Did either of these persons tell you they had made any representation to the bureau?—A. No, sir.

Q. Did you, when visiting Washington yourself, on this or any previous occasion, make any of these statements to any persons connected with the bureau here?—A. No, sir.

Q. Did you tell any person connected with the bureau in Florida what these three individuals communicated to you at that time or at any other time?—A. No, sir.

Q. Were these facts communicated to you privately or confidentially or in ordinary conversation?—A. In ordinary conversation.

Q. Did you yourself after that time hold any official position under the government?—A. Not under the United States government.

Q. Under any government?—A. Yes, sir; I was secretary of state for the State of Florida.

Q. Have you held any official position under the United States government since leaving the army?—A. Yes, sir; I was appointed inspector of customs the last of July for Smyrna.

Q. Are you acquainted at Port Orange, Florida?—A. I am.

Q. Do you know anything of the existence of a freedmen's school-house at that place?—A. I know that there was one building there with funds belonging to the bureau.

Q. When? In what year?—A. In the spring of 1869; they were at work upon it when I moved down there; it never was completed.

Q. Was it ever occupied by the freedmen as a school-house?—No, sir.

Q. Why not?

(Mr. HOAR objected and the question was withdrawn.)

Q. What became of that building?—A. C. C. Sutton moved it off, and is using it as a private house.

Q. You mean he took it off the ground where it had been erected?—A. Yes, sir.

Q. And used it as a private house?—A. Yes, sir.

Q. Was it built by the bureau?—A. With money furnished by the bureau.

Q. Do you know anything of a change of contracts in Florida—I mean contracts made by officers of the bureau?—A. I saw some contracts drawn up, and know that they were changed.

(Mr. HOAR objected.)

Mr. WOOD. I do not see what objection can be made to this. He says he saw the contracts drawn up and knows that they were afterwards changed.

Mr. HOAR. The contracts themselves ought to be produced.

Mr. WOOD. I submit that we cannot run around all over the State of Florida and find what contracts may be in men's pockets. We never could get possession of these papers.

Mr. KETCHUM remarked that he had allowed the examination to take its own course without interference, but that he now desired it to be noted that he entered an objection.

By Mr. WOOD:

Q. Have you any personal knowledge of the changing of contracts in Florida?—A. I have.

By the CHAIRMAN:

Q. What constitutes your knowledge?—A. Well, I never changed a contract myself. I have seen contracts, and have been told by the parties interested —

(The CHAIRMAN objected.)

By Mr. WOOD:

Q. Has any officer of the bureau, or any person connected with the bureau, in any way communicated to you anything with reference to a change of contracts?—A. No, sir.

Q. Will you please to state to the committee anything you know yourself—not that you are a party to the wrong doing, but that you know yourself—with reference to any changing of contracts, and give the names of any persons who were parties to the wrong doing?—A. I was in the office of the receiver of public lands when these contracts were being changed; I do not know the names of the men concerned; they were strangers to me; but I know what was going on the same as I now know what is going on here; I saw it and heard them talking about it. The orders were that the freedmen could draw rations.

Mr. HOAR. Whose orders?

WITNESS. Bureau orders. These orders were that the freedmen could draw rations if they owned —

Mr. HOAR. I object.

Mr. WOOD. I enter my protest against being precluded from getting at the evidence bearing on this charge. I cannot ask a question that promises to draw out something of importance but that objection is made.

Mr. HOAR. Your question was proper and the answer was proper, so far as it was an answer to your question; but having answered your question, the witness went on to add something which you had not called for; he went on to state the substance of a government order which has nothing to do with the matter, and, if it had, could not be proved by the witness in this way.

Mr. WOOD. (To witness.) Q. Go on and state what you saw in the office of the receiver of public lands.—A. I saw them changing these contracts; I did not look over the papers; I saw the original order in the office of the receiver.

By Mr. TYNER:

Q. Where is the order?—A. I can get plenty of them at home.

Mr. HOAR. Let him go on and state the transaction, and then we will see what it amounts to.

Mr. TYNER. Well, I am willing, reserving the right to strike it out, if it should prove not to be competent as evidence.

WITNESS. Under those orders, freedmen were allowed to draw rations on condition that they owned a certain amount of land—I think fifteen or eighteen acres, fenced in, at any rate a specific amount. At that time the contracts had all been made, and planters were planting their cotton. These contracts were changed, and in my presence, so that almost every colored man, woman, and child in Leon County came up and drew rations. They did that for weeks. I saw the freedmen come up and draw their rations. I saw those changes being made. There were cases where the freedmen had never owned the land and do not live on the plantations to-day. The contracts were changed, so as to transfer a certain portion to the freedmen, and they drew rations, and in that way carried on their plantations.

By Mr. KETCHUM:

Q. Did you read any of those written contracts?—A. No, sir.

Q. What were you doing in that public office at that time?—A. I was down there smoking, as I very often was; when I was out of my office, which was in the upper part of the building, I often ran down into the office below.

Q. How long were you about there?—A. Several times during the session of the legislature.

Q. I mean about that room, where you say this changing of contracts was being carried on?—A. About fifteen or twenty minutes.

Q. Talking with the people around there as you were smoking?—A. Yes, sir.

Q. You say you did not read any of the contracts?—A. No, sir; I did not read any of them.

Q. Did you see any of them?—A. Yes, sir.

Q. If you did not read them, how do you know what it was that you saw?—A. I saw them on the table where they were writing. I heard parties joking about it.

Q. Who were writing?—A. I was a stranger in Tallahassee; I did not know their names; I did not know half a dozen people in that county.

Q. Can you swear of your own knowledge that those papers you saw upon the table were contracts at all?—A. I did not read —

Q. Answer yes or no. Can you swear they were contracts at all?—A. If I am obliged to read the papers in order to find out what they were, I could not. I know it so far as I could have any knowledge regarding them without reading them.

Q. Then you cannot swear that they were contracts at all?—A. As I stated, I can, as much as I could without reading them.

Q. Then you cannot swear, from your own knowledge, that they were contracts?—A. I can swear to it, as much as I could that that is a newspaper, without reading it.

Q. You want to swear to it, don't you?—A. No, sir; I do not know that I do.

Q. Since you say that you knew they were contracts, state how you knew it?—A. I was in conversation with those parties who were changing them; it was the public talk there at that time, that such changes were being made.

Q. How large was the room?—A. A little longer than this, I should say.

Q. Did it have a street door?—A. No, sir.

Q. How many people were in there?—A. Three or four, or half a dozen, at a time.

Q. Were there not sometimes more than half a dozen?—A. I do not know.

Q. Do you know the name of any man who was in there—any colored person?—A. No, sir.

Q. Were you acquainted with any colored persons who were there?—A. I was not acquainted with a colored person in Tallahassee at that time. That was before I commenced living there.

Q. You have stated what has been told you by three persons: Mr. Lewis, Mr. Stearns, and Mr. Purman. Do you know those persons pretty well?—A. Yes, sir.

Q. Did you ever have any difficulty with either of them?—A. No, sir.

Q. Did you ever engage in making any profits out of any operations of which you have spoken?—A. No, sir.

Q. Did you at the time charge them with any wrong doing?—A. No, sir.

Q. When was it, and where, that Mr. Lewis told you what you have repeated to the committee?—A. At my house, in New Smyrna; he was at work at the time; he was my boat hand when I was inspector.

Q. Was he connected with the bureau at that time?—A. He was clerk for General Ely.

Q. Was he clerk for General Ely at the time he was occupied as your boat hand?—A. No, sir; Ely had left the State two years before that.

Q. Then Lewis was not clerk for the bureau when he stated to you these facts.—A. No, sir.

Q. Now, about this man Stearns; where were you and he when the conversation occurred which you have narrated to the committee?—A. At the City Hotel, Tallahassee, Florida.

Q. When was it?—A. In 1833; at the time of the session of the United States court.

Q. At what season of the year?—A. I cannot tell whether it was the spring or the fall session of the court that this matter came up before the grand jury, and I telegraphed to him in order that he might know it; he came down there and stated this to me. The grand jury had met, and it was supposed that the case was coming off.

Q. Have you stated all that he said about it?—A. I think so, substantially; he said he was not afraid to meet them; he said that he had sold the rations, and told me how he came to do so.

Q. Did he say whether he deemed himself to have done rightly or wrongly?—A. He did not say either, that I recollect.

Q. He said he was not afraid?—A. Yes, sir.

Q. Not afraid of what—did he say?—A. Not afraid to meet any charges that might be brought against him.

Q. What position did he hold at that time?—A. He was bureau agent, I understood; I did not see his commission.

Q. How do you know that he was bureau agent?—A. He was acting as such.

Q. What was he doing as such?—A. Delivering rations.

Q. Where?—A. In Quincy.

Q. Were you ever in his office?—A. No, sir.

Q. Then you do not know of your own knowledge at all that he was a bureau agent?—A. Yes, sir.

Q. How?—A. I have seen the quartermaster at Tallahassee ship rations to him as such.

Q. Directed to whom?—A. M. I. Stearns, Quincy, Florida.

Q. Where did you see that direction or address marked?—A. On the barrels containing the rations.

Q. Was there anything more to the direction than that?—A. I do not remember.

Q. And that makes you swear that he was a bureau agent?—A. I can swear to it as much as I can swear that anybody is.

Q. Where were those packages or barrels?—A. At the Tallahassee depot.

Q. How long were you inspector there?—A. I was not inspector there at all.

Q. How long were you looking at them?—A. I was down there every day.

Q. How long were you looking at those packages when you saw that direction?—A. I was down there several times.

Q. But you say you saw that direction on those barrels; now when you say that, your mind must be upon some particular occasion when you saw it; how long were you there at that time?—A. I was there at different times; I have spent an hour and a half or two hours —

Q. And at those different times did you see these same packages there?—A. No, sir.

Q. Did you see the mark put upon those packages?—A. I saw the mark upon them.

Q. Did you see it put on?—A. I saw it on them.

Q. Then you didn't see him mark those packages?—A. I didn't see anybody mark them.

Q. Then you don't know who marked them?—A. They were in the quartermaster's storehouse.

Q. Then you don't know who marked them?—A. No, I don't know who marked them.

Q. And you do know who sent them?—A. Yes, sir, I do; Quartermaster Nelson sent them.

Q. How do you know?—A. Because Quartermaster Nelson told me so. He was shipping to Purman and Stearns, and he told me.

Q. And because he told you he was shipping rations was the reason you answered as you did?—A. No, sir; I saw them shipped.

Q. Who handled them?—A. A detail of soldiers—detailed there, I suppose.

Q. You were down there, and saw workmen put certain packages, marked as you say, upon the cars?—A. I saw some of them on the cars; I saw some of them in the storehouse.

Q. Then that is the reason you answered as you did. Have you stated all the reasons you have for supposing this man Stearns to have been an agent of the bureau?—A. No, sir; he told me was; and I knew that he was acting as such.

Q. Did he act as such in any other way than you have already mentioned?—A. I do not recollect anything else, now.

Q. Now, in regard to Mr. Purman; when did you meet him, and where?—A. I believe I met him first at the constitutional convention.

Q. I did not ask you the occasion, but the place and time.—A. At Tallahassee, during the session of the first legislature.

Q. Where did Mr. Purman live?—A. At Marianna.

Q. How far from Tallahassee?—A. I do not know the distance.

Q. Where were you two together?—A. At the City Hotel, at Smyrna.

Q. Both putting up there?—A. Yes, sir.

Q. What part of the hotel?—A. In room No. 2.

Q. What was his employ?—A. Bureau agent at Marianna.

Q. How do you that? Were you ever at Marianna?—A. No, sir.

Q. Then how do you know that he was bureau agent there?—A. He told me about the shipping of the rations to him, and how he was obliged to sell them.

Q. Is that the only way you know he was a bureau agent?—A. I know it the same as a man knows whether black is white, or not—by his own senses.

Q. Is the only reason you have for supposing Mr. Purman to be a bureau agent, because he told you so?—A. I knew that rations were shipped to him the same as to Mr. Stearns.

Q. How?—A. Because I saw them.

Q. Where did you see them?—A. At the depot at Tallahassee.

Q. To whom were they addressed?—A. To W. J. Purman, Marianna, Florida.

Q. Where, precisely, did you see those packages?—A. Some on the cars, and some before the quartermaster's storehouse.

Q. What kind of packages?—A. Some barrels and some boxes.

Q. Did you know personally the contents of those barrels and boxes?—A. No, sir; I did not open them.

Q. Did you know who sent them?—A. Yes, sir; Quartermaster Nelson.

Q. How do you know?—A. He told me so.

Q. Is that the only way?—A. Yes, sir.

Q. Did he tell you who sent the things you saw on the cars?—A. Yes, sir.

Q. Where were you standing—you and he?—A. In his office.

Q. Inside his storehouse?—A. Yes, sir.

Q. Were you both in view of the cars and the packages?—A. Not when talking.

Mr. ROGERS. It seems to me that Mr. Ketchum is asking some extraordinary questions.

Mr. KETCHUM. It is an extraordinary witness, and I wished to test the extent and accuracy of his knowledge. But I have done, now, with that matter.

Q. Please state to the committee what description of property it was that you had in Florida.—A. A two-story brick building, with two stores underneath, and tenements overhead.

Q. Is that a full description?—A. It belonged to these Misses Hyer.

Q. I am not asking to whom it belonged, I am asking for a description of the property.—A. It was a two-story brick building, twenty-four feet long by nineteen feet wide; in the second story there were five rooms. There was also a storehouse attached.

Q. What were the terms of your lease?—A. That on the restoration of the property all improvements put upon it should be paid for by the parties claiming the property.

Q. As to time, how was it leased to you; from month to month?—A. Yes, sir.

Q. And an application was made by the Misses Hyer for their property?—A. Yes, sir.

Q. You have said they were rebels?—A. Yes, sir; they were inside the confed—

Q. Never mind about that. Do you know that they made oath they had never aided the rebels in any way?—A. No, sir.

Q. Do you know of any decision ever being made in your case by the bureau, or any branch of it?—A. I know there was a decision made by which it was restored to the Misses Hyer.

Q. Do you know of any decision ever being made upon the case, any judgment, or hearing, or action by the bureau officers?—A. When it was first turned over?

Q. At any time. When you made your application, was there any hearing, judgment, or action by the bureau officers upon your case?—A. When the property was taken away, and Major Brinkley was sent up here by order of General Seymour, a council of administration was held, but I was not permitted to be present and testify, so I do not know.

Q. Was the whole of that property taken by the bureau, or only a part of it?—A. The whole of it.

Q. Did the treasurer of the department turn that property to the Hyers, or the bureau?—A. The bureau.

Q. You have spoken of certain papers that could not be found at the bureau?—A. Yes, sir.

Q. Have you any personal knowledge that those papers ever went to the bureau?—A. I saw the letter of General Seely that they had been referred to him by General Howard.

Q. What papers?—A. All the papers in the case, from the lease to the final restoration; some eighteen or twenty in all.

Q. I asked, have you any personal knowledge that those papers went to the bureau?—A. The papers were handed to Mr. Rolf, whom I supposed to be one of the agents of the bureau; I never saw his commission.

Q. Where in Washington?—A. Yes, sir.

Q. Where?—A. On F street, a few doors this side of the Ebbitt House.

Q. Was Mr. Rolf your attorney?—A. No, sir.

Q. Was he a bureau officer?—A. As I said, I never saw his commission.

Q. Where did you see him?—A. In his dwelling-house.

Q. If I understand you, Mr. Alburgher and Mr. Rolf were together, and you saw Mr. Alburgher hand those papers to Mr. Rolf?—A. Yes, sir.

Q. And that is all you know?—A. I know that those letters—

Q. The letters will speak for themselves.—A. I gave Mr. Alburgher my written power of attorney to present a claim.

Q. And those papers he passed over to Rolf, you say?—A. Yes, sir.

Q. That is all you yourself know on the subject?—A. I questioned Mr. Alburgher and he produced the letters to show—

Q. I am asking you what you know of your own knowledge.—A. I left the matter with my attorney.

Q. You do not know, then, anything more about it?—A. As I have told you.

Q. Were you in Washington two or three weeks ago, and did you request Mr. Alburgher to make a call at the bureau and see General Howard again?—A. I spoke to him when I first came here, requesting him to see about those papers.

Q. Did you then tell him to say to General Howard that you had been offered money to testify here against him?—A. No, sir.

By Mr. WOOD :

Q. I understand you to say, in reply to Mr. Ketchum, that this matter of Stearns was brought before the United States court?—A. Yes sir.

Q. In what form?—A. It was reported to the grand jury.

Mr. KETCHUM objected, on the ground that the witness could not know, and ought not to know, what transpired before the grand jury; it could not, in any way, be personal knowledge.

Q. Was there any criminal action against Stearns?—A. A charge was made to the grand jury, and one of them told me —

Mr. KETCHUM objected.

Q. Was Mr. Stearns indicted or not?—A. I do not think he was; I could not say positively.

Q. Mr. Ketchum inquired whether Mr. Stearns was an agent of the bureau. I wish to ask you whether you have any doubt on that subject?

(Mr. KETCHUM objected.)

By the CHAIRMAN :

Q. You stated that money was furnished by the bureau to build a certain school-house?—A. Yes, sir.

Q. How do you know it; of your own personal knowledge?—A. I know it from General G. W. Guile.

Q. Who is General Guile?—A. Assistant commissioner of Florida.

Q. I understand you to state that this building was moved from the ground upon which it was originally built, and is now occupied by a private individual?—A. Yes, sir.

Q. What is the name of that individual?—A. C. C. Sutton, of Volusia County.

Q. What amount of money was furnished?—A. I do not know.

Q. How large a building was it?—A. I could not tell.

Q. Did you ever see it?—A. I have been past it. To the best of my recollection, it was a fair-sized building.

Q. Of one or two stories?—A. One story.

Q. Do you know, of your own knowledge, why it was not finished?—A. No, sir.

Q. Do you know what steps, if any, were taken by the bureau agents to recover the property?—A. I do not know whether any steps were taken or not.

Q. Do you know, of your own personal knowledge, whether the facts in the case were communicated to the bureau?—A. I know they were communicated to General Guile.

Q. Do you know him as a bureau agent?—A. We recognize him as such.

By Mr. McNEELY :

Q. This Lieutenant Nelson; in what capacity was he acting at that time?—A. Post quartermaster at that post.

Q. Was he connected with the bureau?—A. He was issuing rations; he had charge there under Sprague.

Q. Who is Sprague?—A. He is now General Sprague.

Q. Where was Sprague at that time?—A. Part of the time at Jackson, and part of the time at St. Augustine; at that particular time he was in Jackson.

By Mr. TYNER :

Q. Do you know whether or not legal proceedings were commenced by the bureau agent down there on account of the removal of that school-house?—A. I don't know that any have; General Guile told me a few days ago that he had not.

By Mr. HAMILTON :

Q. What papers were they that you put into the hands of Major Alburgher?—A. I gave him the lease given to me by the treasury agent; on the back of that were receipts for monthly rents. Then I gave him all the papers which were —

Q. When did you give him those papers?—A. In the spring or summer of 1868.

Q. Was or was not the property, when taken from you, in possession of the Treasury Department?—A. No, sir; I had paid the rent to the bureau agent two or three times.

Q. How did you become possessor of that property?—A. I took the lease from the treasury agent, J. H. Wilson. Afterward all property in the hands of the treasury agent was turned over to the bureau. I came on and presented a claim to General Howard, with the papers in the case, and, after looking them over, he gave this order to Colonel Sprague, under which Colonel Sprague restored it until the conditions of the lease should be complied with. After that, J. B. Wolf, attorney for the Hyers, came on and took it; so I lost all my repairs and my entire stock.

Q. How did Major Purman happen to tell you that he had paid for the transporta-

tion of rations out of the rations?—A. We were talking about the matter coming up before the courts, and he explained to me how it was done.

Q. When was this conversation?—A. In 1838, during the session of the court.

Q. Can you give his language?—A. I do not know that I can exactly; he did not seem to care much about it; he said he had been obliged to do it in order to furnish transportation for these things, and he had to do what he did in order to get them there.

By the CHAIRMAN:

Q. What amount of rations were used for transportation?—A. I could not tell.

By Mr. TYNER:

Q. Where does Emerson Lewis live now?—A. At New Smyrna, Florida.

Q. Where does M. L. Stearns live?—A. He is now surveyor general of Florida, at Tallahassee.

Q. Where is W. J. Purman now?—A. He is assessor of internal revenue at Tallahassee.

By Mr. HOAR:

Q. In regard to this property of yours that was taken away, was any reason ever given for taking it away? What I want to know is, is there not another side to this story? Did you ever hear any reason given why this property was taken away from you?—A. I never did.

Q. You have no doubt that the parties who took this property from you believed the facts of the case to be exactly as you state them?—A. Yes, sir; there is no officer there but knows all the facts in regard to it. I lost every dollar I had —

Q. And you have left your claim with a lawyer in Washington?—A. Yes, sir.

By Mr. HAMILTON:

Q. I understand that the Treasury Department came into possession of this property as abandoned property?—A. Yes, sir.

Q. And then the treasury agent leased this property to you?—A. Yes, sir.

Q. And afterward the property was turned over to the bureau?—A. Yes, sir.

Q. And then the bureau, on application of the parties who originally owned it, restored it to them?—A. Yes, sir.

By the CHAIRMAN:

Q. How long since you came to the city this time?—A. I left home some three weeks ago—on the 6th or 7th of May, I forget which.

Mr. WOOD. Do you know how you came to be subpoenaed as witness in this case?

WITNESS. No, sir.

Mr. WOOD. Do you know at whose instance you were subpoenaed?

Mr. HOAR objected. It would be morally impossible for the witness to know at whose instance he was subpoenaed. The question certainly is not pertinent.

Mr. WOOD. It may not be pertinent to the investigation, but it certainly is pertinent to certain charges that have been brought before this committee as to the ways and means by which some witnesses manage to procure themselves to be subpoenaed; transactions in which I do not intend to be made the instrument by anybody or in any case. (To witness.) Have you ever been offered any pecuniary inducement to come and give your testimony here?

WITNESS. No, sir.

Mr. KETCHUM. How long have you been in Washington?

WITNESS. About three weeks, off and on, this time of coming here.

Mr. KETCHUM. At this particular stay, how long have you been in Washington?

WITNESS. Since some time last week.

Mr. KETCHUM. What time last week?

WITNESS. I do not remember; I know that one day last week I was off.

Mr. KETCHUM. Were you ever offered money to come and testify before this committee?

WITNESS. No, sir.

Mr. KETCHUM. Did you not tell your attorney, Major Alburgher, that you had been offered money to come here and testify against General Howard?

WITNESS. I never did.

Mr. KETCHUM. State to the committee any conversation you have had with Major Alburgher in relation to this matter, of that nature?

WITNESS. I never had any conversation with him of that nature. The conversation I had with Major Alburgher was with reference to my property at Pensacola; I told him that inducements had been held out to me, in the State of Florida, that if I would not say anything more in favor of the republican party, but would come on to the democratic side of the house, I could have my claim.

Mr. KETCHUM. You are positive that you never told Major Alburgher anything of the kind I have mentioned?

WITNESS. Never, sir.

Mr. WOOD. I understand you to say that no pecuniary inducement has been offered you, in Washington, to come here and testify against General Howard.

WITNESS. Nothing of the sort has taken place.

Mr. WOOD. Did you ever request to be subpoenaed to come here and testify at all?

WITNESS. No, sir.

Mr. WOOD. Are you acquainted with a man by the name of Sherman Conant?

WITNESS. I am, sir.

Mr. WOOD. Do you know whether he knows anything in regard to irregularities in the conduct of the Freedmen's Bureau, or other matters pertaining to this investigation? And, if so, state to the committee what you know.

(Objection was made to the introduction of such testimony.)

Mr. WOOD explained that he took this informal way to find out whether it was worth while to send for Mr. Conant; not wishing to cause the government unnecessary expense, he thought by this means to find out what Mr. Conant claimed to know regarding the matter under investigation.

(Objection was withdrawn.)

Mr. WOOD. The question is this: Whether you have any knowledge by which you could state to the committee that Mr. Conant, if called before the committee, could give testimony of a *positive character*, from his own knowledge, on any subject concerning which you have been questioned here to-day?

WITNESS. He knows in regard to the change of contracts; also the sale of rations to pay transportation and other expenses. He heard a part of the conversation in regard to the sale of contracts; was in the room at the same time with me.

Mr. WOOD. Does he know anything on either of these subjects more than you know yourself?

WITNESS. I do not know that he does. He is an old resident, and would be apt to know all about it.

Mr. TYNER. Have you any reason to believe that he has personal knowledge of the sale of rations, or of clothing, or of the change in contracts?

WITNESS. I think so, because he was living there. He and I have talked the matter over many a time.*

Mr. HOAR. Did he buy rations, or sell them?

WITNESS. No, sir.

Mr. HOAR. Do you know that he ever saw them sold?

WITNESS. I do not suppose he knows anything further about that than I do. But the changing of contracts I have reason to believe he knows all about.

Mr. HOAR. What reason have you for believing so?

WITNESS. I think he must know, because he has always lived there, and is acquainted with the parties. I think he could give names.

The CHAIRMAN. Does he propose to come here for the purpose of getting an office?

WITNESS. No, sir; on the contrary, I know that he does not want to come. He has charge of the census bureau, and feels as if he could not come.

The CHAIRMAN. How "charge of the census bureau?"

WITNESS. He is taking the census of the State.

The CHAIRMAN. By virtue of what position?

WITNESS. He is deputy United States marshal. I have seen a letter from him saying that he was very much driven in his business, and could not leave his office.

Mr. HAMILTON. When did you observe this change of contracts?

WITNESS. In that room, there.

Mr. HAMILTON. I mean what time of year?

WITNESS. During the summer time; I think in July.

Mr. HAMILTON. In what year?

WITNESS. In 1868.

Mr. HAMILTON. You say you did not know any of the parties?

WITNESS. No, sir; I was not acquainted hardly at all in Tallahassee.

Mr. HAMILTON. Was Mr. Conant one of those parties in that room?

WITNESS. He was in there occasionally.

Mr. HAMILTON. He was not a party to the changing of the contracts?

WITNESS. O, no, sir; but he was in that room very often.

Mr. HAMILTON. What called him there?

WITNESS. He was there on business connected with the convention that was held there at that time, and was doing his writing in the same room.

Mr. McNEELEY. Did Mr. Conant ever tell you that he personally knew these things?

WITNESS. No, sir; I never had any conversation with him in regard to these things.

WASHINGTON, D. C., June 8, 1870.

OSCAR H. BURBRIDGE sworn and examined.

By Mr. WOOD:

Question. State your residence and occupation.—Answer. I reside in Covington, Kentucky; I am a speculator.

Q. Speculate in what?—A. In everything I can make money out of; buying and selling town lots, and western lands, &c.; I am a farmer besides, and, I may say, a distiller.

Q. State whether you have any positive knowledge of your own, such as to make a degree of certainty, in reference to any frauds, or attempted frauds, or speculations, on colored freedmen or soldiers in Kentucky.

Mr. PERCE objected to the form of the question, which was then modified so as to read:

Q. Have you had any transactions with any agents of the bureau in Kentucky in reference to bounty claims of freedmen?—A. I suppose I have had.

Q. During what years?—A. In the latter part of 1863, I think, and in the early part of 1869.

Q. State whether, at that time, and in reference to the purchase of those claims, you had any correspondence with General Howard.—A. Yes, sir; I had correspondence with General Howard, in August, 1868.

Q. Who were the agents of the bureau, and what positions did they hold at the time, with whom you had negotiations or transactions on that subject in Kentucky or Tennessee?—A. General B. P. Runkle was the chief disbursing officer of the bureau in Kentucky. I do not recollect who was the chief disbursing officer in Tennessee, but I understood that it was Mr. J. B. Coons, with whom I had some acquaintance.

Q. What was the nature of the negotiations or arrangements, between yourself and General Runkle, as to speculating in bounty claims?

Objected to by Mr. KETCHUM, and question modified so as to read:

Q. State whether you had any negotiations with the bureau, or through its agents in Kentucky, for the purchase of these claims at a very large discount from their face? (Objected to by Mr. HOAR, and objection sustained.)

Q. You have already said that you had correspondence with General Howard; state whether, in the first instance, you addressed General Howard; or did he address you?—A. I addressed a letter to General Howard.

Q. Have you a copy of that letter?—A. Yes, sir; I have a printed copy of it.

Q. Will you testify that it is a correct copy?—A. Yes, sir.

Witness produces a newspaper extract containing the correspondence, which the chairman proceeded to read.

General HOWARD presented the original letter from the witness, and a copy of his reply, which were read instead of the newspaper copies. They are as follows:

“COVINGTON, KENTUCKY, July 26, 1868.

“DEAR SIR: Parties in Kentucky are engaged in purchasing colored soldiers' bounty claims, taking the note of each claimant for the full amount of his bounty, payable when the disbursement is made by General Runkle to him, who refuses to pay to any one except the original claimant in person.

“The necessities of many, from their unfortunate destitution, and difficulties with which they are surrounded, induced them to sell their claims, at very reduced prices, to parties who are unwilling to pay fair prices, and lay out of the use of their money for an indefinite time, and then have to trust to the honor of the parties for the payment, when they are totally insolvent. Hence the claimants do not receive a fair consideration for his claim, on account of the risk purchasers are subjected to; besides, it is a strong inducement for the claimant to act dishonestly, and defraud parties who take the risk. I hope you will pardon me for suggesting that if your order could be so modified as to authorize General Runkle, in his judgment or discretion, with parties all known to him as loyal, honorable, and responsible, to make payment upon the presentation of a power of attorney of the claimant, accompanied with a receipt in full, signed in the presence of two loyal and respectable witnesses, who can, at all times, identify the individual, and both attested by the clerk of the court, notary, or justice of the peace. It would be a source of great benefit to the unfortunate creatures, and enable better men to give them relief at greatly reduced rates of discount.

“I have bought a few claims, or advanced money to a few whom I knew to be perfectly trustworthy, at about five per cent. discount, as a special favor, after being assured by their claim agent that their claims were all right, and would be paid. I would buy a number more, but for the inconvenience of having to go with the parties in person to Louisville, at a considerable expense to them, as well as to myself. In many instances they are unable to raise money sufficient to pay their fare, and, in this, great advantage is taken of them, and gross injustice done them, by parties furnishing them means.

"If this meets with your favorable consideration, I would be pleased to hear from you on the subject at your earliest convenience.

"I have not had any returns from any of your disbursing officers for claims I have advanced on, but suppose I will as soon as they are ordered to be paid.

"Very respectfully, your obedient servant,

"O. H. BURBRIDGE.

"Major General O. O. HOWARD."

"WAR DEPARTMENT, BUREAU OF REFUGEES,
"FREEDMEN, AND ABANDONED LANDS, CLAIM DIVISION,
"Washington, D. C., August 3, 1868.

"Sir: I am directed to acknowledge the receipt of your letter of the 23th ultimo, requesting that authority be given to the disbursing officer for Kentucky to make payment to responsible persons who have actually made loans to claimants 'upon presentation of a power of attorney of the claimant, accompanied with a receipt in full, signed in the presence of two loyal and respectable witnesses who can at all times identify the individual, and both attested by the clerk of the court, notary, or justice of the peace.'

"In answer, I have the honor to state that, in the payment of certificates, this bureau cannot withhold from claimants any part of the amount thereof, except the legal fees of attorney, the notarial fees, and such amounts as have been actually advanced to them *in money by the attorneys of record* in their claims.

"Persons other than attorneys of record can have no legal claim upon such certificates in the payment of the same by this bureau, and if they buy up claims or advance money or goods upon them, they do so at their own risk, as the law and decisions explicitly prohibit this bureau from recognizing any such demands in the payment of certificates.

"If, however, the claimant voluntarily authorizes the disbursing officer to pay from the amount due him any debt to such persons, there would seem to be no objection to the officer paying the debt for him as requested.

"Inclosed please receive copy of Circular No. 16, series of 1837, containing the law regulating the payment of such certificates.

"I am, sir, very respectfully, your obedient servant,

"WILLIAM P. DREW,
"Agent Bureau Refugees, Freedmen and Abandoned Lands,
"in Charge of Claim Division.

"O. H. BURBRIDGE, Esq.,
"Covington, Kentucky.

"A true copy:

"WILLIAM P. DREW,
"Agent Bureau Refugees, Freedmen and Abandoned Lands,
"in Charge of Claim Division.

"CLAIM DIVISION, BUREAU REFUGEES,
"FREEDMEN AND ABANDONED LANDS,
"Washington, June 4, 1870."

["Circular No. 16.]

"WAR DEPARTMENT, BUREAU OF REFUGEES,
"FREEDMEN AND ABANDONED LANDS,
"Washington, April 17, 1867.

"The following joint resolution of Congress is published for the information of all concerned:

["PUBLIC RESOLUTION No. 25.]

"A RESOLUTION in reference to the collection and payment of moneys due colored soldiers, sailors, and marines, or their heirs.

"Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That all checks and treasury certificates to be issued in the settlement of claims for pay, bounty, prize-money, or other moneys due to colored soldiers, sailors, or marines, or their legal representatives now residing, or who may have resided, in any State in which slavery existed in the year eighteen hundred and sixty, the claim for which has been or may be prosecuted by an agent or attorney, shall be made payable to the Commissioner of the Freedmen's Bureau, who shall pay the said agent or attorney his lawful fees and expenses, and shall hold the balance subject to the order of the claimants on satisfactory identification; but no money shall be paid to any person except the claimant, or his or her legal representative, if deceased; nor shall any power of attorney, transfer, or assignment of the amount of said claims, or any part thereof, be recognized or allowed by the Commissioner, or by any officer or agent acting under

him; and it shall be the duty of the said Commissioner, the officers and agents of the Freedmen's Bureau, to facilitate, as far as possible, the discovery, identification, and payment of the claimants.

"SEC. 2. *And be it further resolved*, That the Commissioner of the Freedmen's Bureau shall be held responsible for the safe custody and faithful disbursement of the funds hereby intrusted to him. In settling with the attorney or agent of the claimant, strict compliance with the scale of fees prescribed by the second section of a joint resolution approved June twenty-six, eighteen hundred and sixty-six, entitled "Joint resolution amendatory of a joint resolution respecting bounties to colored soldiers, and the pensions, bounties, and allowances to their heirs," approved June fifteen, eighteen hundred and sixty-six, will in every case be required and enforced; and if any attorney or agent shall, in addition to notarial fees and expenses of collecting such claim, demand repayment for money loaned or advanced to any claimant, he shall be required to make oath to the date and amount of such loan or advance, or payment of fees and expenses shall be withheld; and when the claimant shall have been properly identified, and his account is ready for settlement, the balance due shall be paid in current funds, and not in checks or drafts.

"SEC. 3. *And be it further resolved*, That all money held or disbursed under the provisions of this resolution shall be held or disbursed under the same rules and regulations governing other disbursing officers of the army.

"Approved, March 29, 1837."

"Attorneys and agents who receive certificates or checks issued under the foregoing resolution will forward them at once to the Commissioner of the bureau at Washington, and indorse the words 'Claim Division' upon the envelopes.

"An itemized bill must accompany each certificate, stating separately the amounts charged as attorney's fees, notarial fees, advances, and expenses. In case advances have been made, the affidavit required in the second section of the above act must be forwarded. With each certificate the attorney or agent will also give the last-known post office address of the claimant.

"Immediately upon the receipt of the certificates, the agent's charges will be settled and remitted to him.

"O. O. HOWARD,
"Major General, Commissioner."

Q. We want to know your explanation and statement in relation to that correspondence. What occurred?

WITNESS asked whether or not he should relate any conversation which took place between General Runkle and himself, and which induced the writing of his letter to General Howard.

Mr. PERCE objected.

After debate, Mr. HOAR moved that the witness be directed to confine himself in answering the question to conversation or correspondence with General Howard.

Mr. McNEELY moved, as an amendment, to add after the words "General Howard" the words "or agents of the Freedmen's Bureau."

Mr. McNEELY's amendment was rejected—ayes 2, noes 4.

Mr. HOAR's motion was agreed to—ayes 4, noes 2; and the witness was directed accordingly.

WITNESS. I never had any conversation or communication with General Howard on that subject, except that which has been introduced here to-day.

Mr. WOOD. I offer to prove by this witness that the agents of the bureau, General Runkle, and Mr. Coons, were *participes criminis* in purchasing these claims at a ruinous rate of discount, as agents of the bureau, one of them having \$10,000 in money for that purpose; and that General Howard was made acquainted with the facts; but not by this witness.

Mr. HOAR. I move that Mr. Wood be at liberty to proceed to prove that knowledge of the facts which he states was brought home to General Howard; and that when he has proved that General Howard had knowledge of them, he may then prove the circumstances to which he refers.

Mr. McNEELY. I move, as an amendment, that Mr. Wood be at liberty to prove the fact which he has stated, and that then he be at liberty to prove that it came to the knowledge of General Howard.

Mr. McNEELY's amendment was rejected—ayes 2, noes 4.

Mr. HOAR's motion was agreed to—ayes 4, noes 2.

Mr. WOOD. I can only prove the fact by this witness that this thing did occur, and if I am not permitted to prove that fact I have no further questions to ask him.

Mr. TYNER. I move that the chairman of the committee be directed to subpoena this witness again as soon as the fact of General Howard's knowledge has been proven by Mr. Wood.

Agreed to.

By Mr. KETCHUM:

Q. Did you afterward receive another letter from Mr. Drew?—A. My last answer was that I never had any communication with General Howard other than that before you, the letter which I wrote and the one which I received.

By Mr. ROGERS:

Q. What was the position of General Ruukle in Kentucky?—A. He was chief disbursing agent of the bureau in that district. I do not know how the district was designated, but I think it was the district of Kentucky.

WASHINGTON, D. C., May 25, 1870.

J. B. COONS sworn.

Mr. BRADLEY stated that he did not desire to make use of this witness, because he had found that he could testify to nothing beyond what was already in existence in documentary form, therefore he should ask no questions further than was necessary to place upon the record the fact that the witness had appeared before the committee, and that he knew nothing not already in print in the official reports of the bureau.

Question. State your residence and occupation.—Answer. I reside in Nashville, Tennessee; am at present employed as disbursing agent for the Freedmen's Bureau.

Q. Have you any knowledge of any facts connected with any alleged fraudulent attempts upon the bounty fund further than is set forth in the published reports?—A. I have not.

Q. Is there in those reports any reference to alleged frauds of that character?—A. I believe there is such reference.

Q. In what reports?—A. I believe under the date of September 1, 1868.

Mr. BRADLEY. That is all.

Mr. WOOD. I desire to put in evidence the resolution of the board of trustees of Howard University, to be found on page 87 of the minutes of the board, in the proceedings of Friday, September 10, 1869, as follows:

"Moved, that the salary of the president of the university shall be \$5,000 when he shall perform full duties, and for partial services compensation shall be paid by special vote of the board. Passed."

I presume it will not be denied that General Howard was at that time president of the board.

WASHINGTON, D. C., Tuesday evening, June 7, 1870.

Mr. KETCHUM read section 9 of the act of Congress approved May 8, 1792, (to be found on page 281 of vol. I of the United States Statutes at Large:)

"And be it further enacted, That the forms of keeping and rendering all public accounts whatsoever shall be prescribed by the Department of the Treasury."

J. M. BRODHEAD sworn and examined.

By Mr. KETCHUM:

Question. Please give your place of residence and occupation.—Answer. I reside in Washington City, at No. 250 New Jersey avenue; I am at present Second Comptroller of the Treasury.

Q. You have heard the section of the act of Congress which I have just read. Please state whether any direction has been given by the Secretary of the Treasury, under that law, in accordance with which you proceeded in adjusting or settling the accounts of the Freedmen's Bureau.—A. Yes, sir; such direction has been given.

Mr. ROGERS. I would like to know the object of this examination.

Mr. KETCHUM. I have asked the witness whether the Secretary of the Treasury has made any order such as the section of the law which I have just read prescribes. The witness answers that such an order has been made. I now wish to bring certain documents which the witness has in his possession before the committee in order that you may determine whether this officer, against whom these proceedings are directed, has obeyed or disobeyed the law.

Mr. ROGERS. I must object.

Mr. HOAR. I understand that this is the officer to whom the orders required by that law are issued by the Secretary of the Treasury. He may have issued those orders, or he may have not. The presumption is, that he has. But that presumption does not make the evidence of the man who knows it any the less competent.

Mr. ROGERS. If the purpose is to identify documents, I have no objection.

Mr. HOAR. I think it would be proper to go further, and ask, as has been asked several times on the part of the claimant, What is the course of business in a particular department?

After some further discussion, the introduction of the evidence was allowed.

Q. Have you any warrant or order from the Secretary of the Treasury in connection with the appropriations made for the Freedmen's Bureau?—A. I have.

Q. Will you produce that which pertains to the appropriation of 1866?—A. Yes, sir.

Witness produced Appropriation Warrant No. 50, which reads as follows:

“APPROPRIATION WARRANT No. 50.

“To the Comptrollers and Register of the Treasury:

“Congress having, by an act entitled ‘An act making an appropriation for the support of the army for the year ending 30th of June, 1867, and for other purposes,’ approved July 13, 1866, made the following appropriations:

“Support of Bureau of Refugees, Freedmen and Abandoned Lands, \$6,944,450.

“The Register is directed to cause the above sum to be carried to the debit of the general account of appropriations, and the Comptrollers and Register are directed to credit the said appropriation with the sum so appropriated. And for so doing this shall be your warrant.

“Given in duplicate, under my hand and seal of the Treasury Department, this 23d day of July, in the year of our Lord A. D. 1866, and of independence the ninety-first.

“H. McCULLOCH,
“Secretary of the Treasury.

“R. W. TAYLOR, Comptroller.

“J. A. GRAHAM, Assistant Register.”

By Mr. KETCHUM:

Q. Now, is there in the action of the Treasury Department and accounting officers any difference made in respect to any part of the appropriation? Is the appropriation regarded as one, or more than one?—A. It is regarded as one, sir.

Q. Is there a separation into the items specified in the act?—A. They are all kept under one head, and that head is this that is mentioned in the appropriation warrant.

Q. Is there a similar warrant in respect to the appropriation of 1867 for the Freedmen's Bureau?—A. Yes, sir.

Q. Please read the warrant, so far as it relates to that appropriation.

“DUPLICATE APPROPRIATION WARRANT, WAR DEPARTMENT, No. 63.

“To the Comptrollers and Register of the Treasury:

“Congress having, by the hereinafter mentioned acts, made the appropriations thereunder specified, amounting to \$25,038,367, the Register is directed to cause these sums to be carried to the debit of the general account of the appropriations, and the Comptrollers and Register are directed to credit the said appropriations with the sums so appropriated. And for so doing this shall be your warrant.

“Given in duplicate, under my hand and seal of the Treasury Department, this 6th day of July, in the year of our Lord 1867, and of independence ninety-second.

[SEAL.]

“H. McCULLOCH,
“Secretary of the Treasury.

“Countersigned, July 17, 1867.

“R. W. TAYLOR,
“First Comptroller.

“Registered, July 17, 1867.

“J. A. GRAHAM,
“Assistant Register.

“Support of Bureau Refugees, Freedmen, and Abandoned Lands, \$3,836,300.”

By Mr. KETCHUM:

Q. Have you with you another of those appropriation warrants? If so, please read so much of it as refers to the subject of the Freedmen's Bureau.

Witness reads as follows:

“APPROPRIATION WARRANT No. 78—DUPLICATE—WAR DEPARTMENT.

“To the Comptrollers and Register of the Treasury:

“Congress having, by the hereinafter mentioned act, made the appropriation there-

under specified, amounting to \$50,000, the Register is directed to cause this sum to be carried to the debit of the general account of appropriations, and the Comptrollers and Register are directed to credit said appropriation with the sum so appropriated. And for so doing this shall be your warrant.

"Given in duplicate, under my hand and seal of the Treasury Department, this 26th day of May, in the year of our Lord 1839, and of independence the ninety-third.

"GEO. S. BOUTWELL,
"Secretary of the Treasury.

"Registered and countersigned May 28, 1839.

"R. W. TAYLOR,
"First Comptroller.

"Received and registered May 28, 1839.

"J. A. GRAHAM,
"Acting Register.

"By an act making an appropriation for sundry civil expenses (15th Statutes, 301) of the government for the year ending June 30, 1870, and for other purposes, approved March 3, 1839.

"Support of Bureau Refugees, Freedmen and Abandoned Lands, \$50,000. (Deficiency for 1839: On account of Washington asylum, \$25,000; Richmond asylum, &c., \$15,000; Vicksburg asylum, &c., \$10,000.)

By Mr. KETCHUM:

Q. Have you a copy of the executive order of June 7, 1865, as to the Freedmen's Bureau? If so, please read it.

["General Orders No. 110.]

"WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
"Washington, June 7, 1865.

"The following order of the President of the United States (in relation to transfer of abandoned lands, funds, and property set apart for the use of freedmen to the Bureau of Refugees, Freedmen and Abandoned Lands) is published for the information and guidance of all concerned:

"EXECUTIVE MANSION,
"Washington, D. C., June 2, 1865.

"Whereas, By an act of Congress approved March third, eighteen hundred and sixty-five, there was established in the War Department a Bureau of Refugees, Freedmen and Abandoned Lands, and to which, in accordance with the said act of Congress, is committed the supervision and management of all abandoned lands, and the control of all subjects relating to refugees and freedmen from rebel States, or from any district of country within the territory embraced in the operations of the army, under such rules and regulations as may be prescribed by the head of the bureau and approved by the President; and whereas it appears that the management of abandoned lands, and subjects relating to refugees and freedmen, as aforesaid, have been, and still are, by orders based on military exigencies, or legislation based on previous statutes, partly in the hands of military officers disconnected with said bureau, and partly in charge of officers of the Treasury Department; It is therefore

"Ordered, That all officers of the Treasury Department, all military officers, and all others in the service of the United States, turn over to the authorized officers of said bureau all abandoned lands and property contemplated in said act of Congress, approved March third, eighteen hundred and sixty-five, establishing the Bureau of Refugees, Freedmen and Abandoned Lands, that may now be under or within their control. They will also turn over to such officers all funds collected by tax or otherwise, for the benefit of refugees or freedmen, or accruing from abandoned lands, or property set apart for their use, and will transfer to them all official records connected with the administration of affairs which pertain to said bureau.

"ANDREW JOHNSON.

"By order of the Secretary of War:

"E. D. TOWNSEND,
"Assistant Adjutant General."

Mr. McNEELY. I do not know about admitting this as testimony. There may have been such an order. I see here a printed slip; I know nothing as to its genuineness.

Mr. HOAR. Was that printed for public use?

WITNESS. Yes, sir; I received it officially from the Adjutant General of the Army.

Mr. HOAR. That is a duplicate original?

WITNESS. Yes, sir.

Mr. HOAR. Was it submitted to you through an official channel?

WITNESS. Yes, sir; I received it officially from the Adjutant General.

Mr. ROGERS. How do you know that that is an official order?

WITNESS. No further than what I have said.

Mr. TOWNSEND. Did it come in the usual way in which such things come, and upon which you act?

WITNESS. Yes, sir.

After some further discussion, the order was admitted.

By Mr. KETCHUM:

Q. Have you officially passed upon the accounts of the Freedmen's Bureau?—A. Yes, sir.

Mr. McNEELY. The first order referred to is warrant No. 50. Will you turn to the statute and tell us under what law and section that is issued?—A. Under the act of July 13, 1868, section 3:

"And be it further enacted, That the following sums be, and the same are hereby, appropriated, out of money in the treasury not otherwise appropriated, for the support of the Bureau of Refugees, Freedmen and Abandoned Lands, for the fiscal year commencing July 1, 1868, viz:

"For salaries of assistant and sub-assistant commissioners, \$147,500.

"For salaries of clerks, \$82,800.

"For stationery and printing, \$63,000.

"For quarters and fuel, \$15,900.

"For clothing for distribution, \$1,170,000.

"For commissary stores, \$3,103,250.

"For medical department, \$500,000.

"For transportation, \$1,320,000.

"For school superintendents, \$21,000.

"For school superintendents, \$29,000.

"For repairs and rents of school-houses and asylums, \$500,000.

"For telegraphing, \$18,000."

Q. And the second appropriation warrant—under what act was that issued?—A. Under the same act.

Q. And the third?—A. Under the act approved March 2, 1867, section first, latter part of section, as follows:

"Bureau of Refugees, Freedmen and Abandoned Lands.

"For salaries of assistant commissioners, sub-assistant commissioners, and agents, \$147,500.

"For salaries of clerks, \$82,800.

"For stationery and printing, \$63,000.

"For quarters and fuel, \$15,900.

"For commissary stores, \$1,500,000.

"For medical department, \$500,000.

"For transportation, \$800,000.

"For school superintendents, \$25,000.

"For buildings for schools and asylums, including construction, rental, and repairs, \$500,000.

"For telegraphing and postage, \$18,000: *Provided*, That the Commissioner be hereby authorized to apply any balance on hand, at this date, of the Refugees and Freedmen's fund, accounted for in its last annual report, to aid educational institutions actually incorporated for loyal refugees and freedmen: *And provided further*, That no agent or clerk not heretofore authorized by law shall receive a monthly allowance exceeding the sum of \$200."

Q. There was another appropriation, I believe?—A. Yes, sir; an appropriation for a smaller sum.

Q. Under what act was that appropriation made?—A. Under the act of March 3, 1869, entitled "An act making appropriations for sundry civil expenses of the government for the year ending June 30, 1870, and for other purposes." You will find it on page 302 of the laws, as follows:

"In connection with the late Bureau of Freedmen and Refugees:

"For Washington asylum and hospital, District of Columbia, \$25,000; for Richmond asylum and hospital, Richmond, Virginia, \$15,000; for Vicksburg asylum and hospital, Vicksburg, Mississippi, \$10,000 for the present fiscal year: *Provided*, That on and after the close of the present fiscal year the said asylums and hospitals shall be discontinued.

"For collection and payment of bounty, prize money, and other legitimate claims of colored persons and sailors for the fiscal year ending June 30, 1870, and for salaries of agents and clerks, \$145,000.

"For rent of offices, fuel, and light, \$25,000.

"For office furniture, \$3,000.

"For stationery and printing, \$20,000.

"For mileage and transportation of officers and agents, \$18,000.

"For telegraphing and postage, \$3,000; being, in all, \$214,000."

Q. Do you remember any other acts of Congress except these three, under which, and by virtue of which, you, as Comptroller, or the Treasury Department in any of its departments, have paid out any funds for the Freedmen's Bureau?—A. I do not remember having paid out any except under the first two of these acts. I do not remember paying out any under the last one.

Q. Have those appropriations been wholly exhausted?—A. I can not tell that; there may be accounts unsettled, not examined.

Q. Then you do not know whether this money has been all drawn out for the use of the Freedmen's Bureau?—A. I can tell by reference to the books.

By Mr. HOAR :

Q. I see that this little volume contains a list of statutes with reference to the Freedmen's Bureau, embracing several that have not been mentioned by Dr. Brodhead. For instance: Have you mentioned the act establishing the bureau, approved March 3, 1865?—A. I have heretofore been questioned only as to appropriation acts.

Q. Can you state what acts have been passed relating to the Freedmen's Bureau, and their purposes?—A. The first act with regard to the Freedmen's Bureau was that of the 3d of March, 1865, transferring to the bureau the care of abandoned lands, which had previously been in charge of special agents. The next was the act of the 15th of June, 1866, requiring officers who had funds in their hands arising from various sources therein mentioned, to turn them over to the Freedmen's Bureau; also, authorizing the Commissioner, in his discretion, to apply this fund to the liquidation of accounts not properly payable out of any regular appropriation. Next came the appropriation act of July 13, 1866, which has already been read. The next act was that of July 16, 1866, which continued the bureau for two years longer, and authorized the Commissioner to lease the school lands of the Helena district, investing the proceeds in United States bonds, and appropriating the interest for educational purposes, &c. The next act was that of the 2d of March, 1867, which has already been read. The next was that of the 30th of March, 1867, which authorizes the Commissioner to distribute food and other relief among the needy freedmen of the South, under such directions as might be approved by the Secretary of the Treasury. This is the only act among them all that interferes in any way with the discretion of the Commissioner. The same act also authorized the Commissioner to apply a certain portion of that appropriation in aid of educational institutions, actually incorporated, for freedmen and refugees. The next act was that of the 6th of January, 1868, which continued the bureau for two years, and authorized the Commissioner to apply the balance remaining unexpended at that time to the education of the freedmen. The next act was that of July 25, 1868, requiring the bureau to be withdrawn after the 1st of January, 1869. I believe those are all the laws on the subject.

By Mr. MCNEELY :

Q. Did you receive warrants from the treasury under all these acts?—A. O, no, sir, because not all of them were appropriation acts. I have before mentioned the appropriation acts, and exhibited the appropriation warrants issued under them.

Q. Under which of these various acts did you, as Comptroller of the Currency, have anything to do officially with any payment of money?—A. There was nothing whatever, under any of these acts, that put any limit on the discretion of the Commissioner, except this unimportant one in regard to the distribution of food, and one in regard to the sale of school-houses, which says that he shall account for the money to the Treasurer.

Q. And it devolved upon you to do what in regard to the settlement of accounts?—A. I had the final revision of all accounts and vouchers presented for settlement, and the charging of them up under the proper appropriation.

Q. Under which of these acts did you perform that duty, so far as the Freedmen's Bureau was concerned?—A. So far as the Freedmen's Bureau is concerned, I derived my powers wholly from the act of 1817.

Q. I see you do not understand my question. Did you, under the act of 1865, before referred to, perform any duty in connection with the payment of money to the Freedmen's Bureau out of the United States Treasury?—A. I do not think I did; that was before there was any appropriation.

Q. Did you under the act of March, 1833?—A. I do not think I did; I do not think anything came in until after the appropriation in July of that year.

Q. Did you under the act of July, 1833?—A. Yes, sir.

Q. Did you under the act of March 2, 1867?—A. Yes, sir.

Q. Did you under the act of the 30th of March, 1867?—A. Not that I remember. The act of the 30th of March was not an appropriation.

Q. What I am trying to get at is this: You are an officer of the government; you

are called here to give some portion of the history of the passing of money from the United States Treasury to the Freedmen's Bureau. Now, I want to know what action you took, and under what acts of Congress you took that action. Those acts which did not come under your jurisdiction, I care nothing about.—A. In the first place, the disbursing officer of the Freedmen's Bureau draws the money out of the treasury by a requisition. The disbursing officer was General Balloch. The requisition is on the Secretary of the Treasury, who issues the warrants, and the money is paid. General Balloch, under the law and in accordance with regulations prescribed by the Commissioner, disbursed the money and furnished vouchers. If the vouchers were found correct they were sent without remark to the Second Comptroller. If there was any objection to them, the objection was noted; if no objection, they passed as they were, the amounts entered on the books of the Treasurer, and the result declared. At the next quarter this process was repeated.

Q. Still I do not clearly see what part you performed in the transaction.—A. Whenever there was any question with regard to the legality of a voucher, or the propriety of its admission, the matter was submitted to me by the clerk. Sometimes General Balloch would come and inquire in advance. Sometimes I told him that certain expenditures he suggested would not be allowed, under the law.

Q. From what officer would the voucher come to you?—A. From the Third Auditor, generally; some unimportant matters from the Second Auditor's office.

Q. Under what act did the vouchers come to you?—A. Under the general act creating my office.

By Mr. HOAR:

Q. When a voucher was presented to you, was it your duty to exercise your judgment on the question whether the money had been expended for the purpose for which the Commissioner of the Freedmen's Bureau was authorized by law to expend the public money?—A. Yes, sir.

Q. Did your allowance or disallowance of that as a voucher to his credit, depend upon your opinion as to that question?—A. Yes, sir.

Q. In determining that question were you confined to any one law, or did you have regard to all the statutes affecting the subject?—A. I was governed entirely by the law, and allowed nothing which the law did not authorize.

Q. What officer can answer as to the accounts of the Freedmen's Bureau, for the time during which they have been settled?—A. The Third Auditor, mostly; in some few cases, the Second Auditor.

By the CHAIRMAN:

Q. Can you give us the aggregate amount to the Commissioner's credit by the appropriations and special acts of Congress?—A. I could not, with perfect accuracy. It is about eleven millions by regular appropriations, and about two millions from other sources.

Q. What other sources?—A. Those that are mentioned in the first act.

Q. In regard to the discretion of the Commissioner, I doubt whether I got your answer clearly. What limitation was imposed upon the Commissioner?—A. None, whatever. I think the act was rather an unusual one, in that respect. It was even doubtful whether he was required to settle his accounts at the treasury; but under the law of 1817, it was finally concluded to have them adjusted at the treasury. Under two of the acts relating to the bureau there was a limitation imposed upon the discretion of the Commissioner. The act of March 30, 1837, authorizing the Commissioner to distribute food and other relief among the needy freedmen and refugees, under such directions as might be approved by the Secretary of the Treasury; and the act providing that certain moneys be expended for educational purposes should be given only to institutions actually incorporated.

Q. And save under these two acts you have mentioned there is no limit to the discretion of the Commissioner?—A. No, sir; not in the acts themselves.

Q. How frequently is it necessary, under the law, for General Balloch to make settlements in your office?—A. Once a month, under the act of 1862.

By Mr. MCNEELY:

Q. You spoke of two sums being received for the benefit of the Freedmen's Bureau, one of eleven millions of dollars, and one of two millions of dollars "from other sources." What portion of this two million dollars "from other sources" passed through your hands?—A. I cannot tell what *particular money* was appropriated. No distinction was made in that respect. Whether the money came by regular appropriation, or from these "other sources," it was all carried indifferently on our books to the credit of the bureau. In other words, the whole thirteen millions of dollars constituted one fund.

Q. I understood you to say that you had nothing to do with the passing of vouchers or the inspecting of accounts except under those three appropriation warrants?—A. If

I made such a reply I think I could not have apprehended the question. I certainly had the same duties to perform, as Comptroller, with regard to all moneys, from whatever sources derived, that were paid out of the treasury for the benefit of the Freedmen's Bureau, so far as the examination and passing of vouchers was concerned.

Q. Then the two millions of dollars, though not included in these three appropriation warrants, yet all passed through your hands?—A. Yes, sir.

Q. And has all been expended?—A. I cannot say as to that. By reference to the books I could tell how much has been drawn out.

Q. Did that two million dollars get into the treasury before it was paid out by the Freedmen's Bureau?—A. I believe it did, though I will not be certain. There were great irregularities about these matters, at the beginning of the war.

Q. I understand that whenever an account comes to you, in the form of a voucher of requisition, or whatever you call it, upon a fund in the treasury, signed by an officer having charge of the disbursing of that fund, as General Balloch had of the Freedmen's Bureau fund, and you had a fund under your charge to be drawn on for that purpose, it was paid?—A. The money is drawn out in the first place by the disbursing officer. He pays it out and takes vouchers. Those vouchers come back to my office, and if not in accordance with the law they are disallowed.

Q. Supposing that General Balloch wants to draw \$25,000 out of the treasury for Howard University, or any other institution purporting to be for the education of freedmen?—A. He does not state for what purpose he wants it. He draws out the money, and afterward furnishes vouchers to show how it was expended.

Q. General Balloch, then, draws money out of the treasury without your having anything to do with it?—A. I have this to do with it, I sign the requisition, but it is paid out of the treasury. The Secretary signs first, then the Comptroller, then the Auditors.

Q. When do you see the vouchers for this \$25,000 which we have supposed drawn from the treasury?—A. When he sends in his monthly account to the Auditor, the Auditor examines and compares the vouchers. If an account is correct, he allows it; if not, he disallows it.

Q. Suppose that \$25,000 is expended during the month on one building, in what shape does the matter come before you?—A. On these vouchers.

Q. On one voucher?—A. There may be a thousand vouchers.

Q. Signed by whom?—A. Signed by the parties to whom the money is paid.

Q. If the building is being put up by contract, and the money is all paid in one sum to the contractor, in what shape does the matter come before you?—A. In the shape of a receipt from the contractor. If the contractor has proceeded according to law we, of course, find the payment of the money to have been in conformity with the law; and, upon the disbursing officer furnishing the receipt of the contractor, that serves as his voucher, and is passed accordingly.

Q. Supposing it paid to the contractor for the building of Howard University, what papers do you see to show you that it is paid according to law?—A. The same papers that I see in connection with any of these disbursements.

Q. You do not seem to have quite caught my meaning yet. Suppose that General Balloch draws out of the United States Treasury \$25,000 and pays it to a single contractor, the contractor gives a receipt for the money; that receipt comes to you as a voucher; now, what papers do you see to prove that expenditure?—A. If the expenditure is one that is sanctioned by law —

Q. Right there is the point. What papers do you see to show that the expenditure is one that is sanctioned by law?—A. We see the receipt of the party who has done the work. The bill is made out in items, and presented with the account—an abstract of it.

Q. Any other papers do you see?—A. No other, except the approval of the Commissioner; that is required.

Q. You do not see any charter of the institution?—A. I cannot say as to that. I have no doubt I have seen it, but I do not remember anything with regard to it now.

Q. Would, or would not, that be necessary in the line of your duty?—A. It was necessary, before making any allowance, to see that the law had been complied with —

Q. I am asking of the facts connected with the expenditure of any sum, no matter how small, paid out, for instance, by General Balloch. He expends it; pays it out to the contractor; the contractor gives him a receipt for the money; General Balloch accounts to the treasurer in the way of that receipt, I suppose; before you approve this contract what papers do you see in the line of your duty?—A. First, I see that the institution is actually incorporated. Then I see that the receipt for the performance of the work is furnished; and, finally, that it has the necessary approvals, as prescribed by the regulations.

Q. And if the institution for which it has been expended has been incorporated, and if you are furnished a receipt to show that the work has actually been performed, and if the receipt has been approved by General Howard, then you would pass it?—A. Yes, sir; that would be the way.

Mr. HOAR. The doctor has already said, if I understood him correctly, that where a voucher is evidently correct, so that no question arises in the minds of his subordinate officers, they do not refer it to him personally.

WITNESS. Oh, no; not one in ten thousand of the vouchers sent in come before me personally.

Mr. MCNEELY. When they come in proper form, purporting to be for a purpose authorized by law, the clerk passes them without your seeing them?

WITNESS. Yes, sir; but the clerk must first see to it that there is a law authorizing the disbursement.

Q. Do I understand you to say that where an expenditure does not exceed the limit of the general appropriation you allow it, even if the limit of expenditure for the particular item contained in that general appropriation has been exceeded?—A. As I stated, we are governed by the appropriation warrant sent to the Auditors, Comptrollers, and Register by the Secretary of the Treasury.

Q. Being so governed, what is the fact?—A. Whenever there is money enough remaining, and the expenditure is for any object mentioned in the appropriation warrant, we pass it.

Q. There is a distinct appropriation: for salaries, so much; for various purposes, so much; now, in case an increase of business should render necessary a larger number of clerks than have been provided for, would you pay out money and vouchers for salaries in excess of that appropriation for salaries, provided there was a corresponding deficiency of expenditure in some other item, so that the whole amount appropriated to the bureau had not been expended?—A. I must understand your question better than I do now before I can answer it definitely.

The question was repeated.

A. If the payments were made for salaries of officers not authorized by law I should not pass their accounts if I had a million of money; if for the salaries of officers authorized by law, I should pay them without further question. I know nothing of these minute divisions; the whole thing is aggregated by the Secretary. If the expenditure be a lawful one, if the whole of the appropriation be exhausted for a single object, I do not know that I would have any authority to interfere.

By Mr. ROGERS:

Q. If I understand the matter, you know nothing as to the work done or the money expended, or anything in connection with it, except from the voucher properly certified?—A. That is all, sir.

WASHINGTON, D. C., June 7, 1870.

ELIPHALET WHITTLESEY recalled and examined.

By Mr. KETCHUM:

Question. Are you acquainted with the report made by the committee, of which Hon. Mr. Elliott is chairman, upon the bill for the continuance of the Freedmen's Bureau?—Answer. I am.

Q. Do you know anything as to whether that report was brought to the personal knowledge of General Howard at or about the time it was made; and if so, what do you know?—A. I know that before it was printed it was in my hands, and I read a large part of it to General Howard; I cannot state positively that I read the whole of it to him.

Q. Do you know anything of the building which was sold to Miss Walker upon the lot of ground just east of Seventh street and north of Boundary street?—A. Yes, sir.

Q. To whom was that building sold; at private or public sale?—A. It was ordered to be sold at public auction; I was not present at the sale of it.

Q. Do you know whether there was any such person as A. F. N. Rolf that was an officer of the Freedmen's Bureau at any time?—A. There was an A. F. N. Rolf, an agent of the bureau for a short time in Texas. I think he occupied that position from October, 1867, to January 1, 1868.

Q. What was his particular duty in Texas?—A. He was —

Q. Wait a moment. Do you know of a Mr. L. F. Rolf, who was a claim agent?—A. I have no personal knowledge of him; I never met him. His name appears in one instance on the books in my office.

Q. In what connection?—A. In a letter written to him by General F. D. Sowell at the time that General Sowell was adjutant general of the bureau. It was in the case of George J. Alden, of Florida.

Q. Was that L. F. Rolf ever an officer of the Freedmen's Bureau?—A. He was not.

Q. Do you know anything of that case—the claim of George J. Alden?—A. Yes, sir.

Q. Please state what you know about it officially.—A. I know from the records of

the office that he made, through an attorney, some kind of a claim against the bureau with reference to some buildings; that the buildings were at Pensacola, Florida; and that the claim was answered according to our records by General Sewell. From that time I find no further record with reference to it until quite recently.

Q. At what time was General Sewell engaged in that correspondence?—A. His letter was written in January, 1869.

Q. You say you find nothing further with reference to it upon the record until lately. When did the matter come to your notice again?—A. Within two weeks, I think.

Q. How did it then come to your notice?—A. Mr. Alden came to the office to inquire about it himself in company with Mr. Alburgher, who claimed to be his attorney.

Q. Had you any papers of his on file?—A. None of his; no papers that he alleged to have filed in the office. There were some papers on file in what we call our record division, that were filed in Florida; and that we found, on search among the papers, had been sent forward to our office here from Florida.

Q. Had those papers presented a claim and been considered in reviewing the claim?—A. Those papers were with reference to this matter, but not to any claim of Mr. Alden's; they were papers with reference to property which he had rented from the treasury agent, and which had been turned over into the hands of the bureau and restored to the original owners.

Q. Did they relate to a sum of money which he had expended on the property, and payable to him under the condition of the lease under which he had rented the property?—A. They related to something of that sort somewhat indirectly.

Q. Did they present a claim such as could be heard by the bureau?—A. No, sir.

Q. Was any such claim ever presented to the bureau authenticated in any way?—A. Not until he came in person within the last two weeks.

Q. Do you know anything of a school-house in Florida, at Port Orange I believe, alleged to have been taken by one Sutton and used as a dwelling-house?—A. Mr. C. Thurston Chase, former superintendent of education in Florida, wrote a letter to the Commissioner in January last, if I recollect rightly, stating that a school-house had been erected by the bureau at Port Orange in 1867; and that Mr. Christopher C. Sutton had removed it to another site, and was occupying it as a dwelling-house. The communication was referred the same day to the present superintendent of education in Florida, General Kelley, with instructions to take whatever steps might be found necessary, if, on investigation, he deemed it proper to do so, to recover the building or the value of it.

Q. Please look at this paper and tell us whether it is an official paper; and if so, of what kind; whether the paragraph immediately over the certificate is the one to which you allude.—A. This is an extract from one of the books of our office relating to that matter. It is signed by myself as official. It is taken word for word from our record books. The remarks at the bottom are my own: "The matter is still under investigation, the chief clerk being directed to investigate the title to the land upon which the building was constructed."

Q. Do you know whether any proceedings have been taken against Mr. Sutton?—A. I do not know that any prosecution has been commenced; papers have gone back and forth two or three times, and efforts have been made to find witnesses.

Mr. KETCHUM then offered in evidence the papers which he had exhibited to the witness.

Mr. MCNEELY objected unless the original book was presented of a portion of which the paper professed to be a copy.

Mr. KETCHUM. I, this morning, offered some papers which I withdrew. Now, I wish to offer them again, after asking some questions of General Whittlesey concerning them. They are circulars of the Freedmen's Bureau from its origin until a very recent time, officially certified to by the witness, and officially in charge of the witness. Also, some official letters of a similar character. Please look at these papers and see whether they are copies of the circulars and letters officially issued by the Freedmen's Bureau. Also, whether these copies were prepared and put into this form by yourself.—A. These are all extracts from our printed circulars, so far. This is a copy of a letter to General Schofield, Secretary of War; this is a letter to General C. H. Howard, the rest of these are official letters to various persons, copied from the book we keep of letters sent out. Every one of these is signed by myself as an official copy.

Mr. KETCHUM. I now offer these letters and circulars in evidence.

Mr. MCNEELY. I object unless the originals are presented.

The CHAIRMAN. Have you charge of the book from which these are taken?

WITNESS. I have, sir.

By Mr. MCNEELY:

Q. How do you know that this paper, professing to be a copy of Circular No. 9, is a perfect copy of the original circular?—A. I was as familiar with them, sir, as with my own name.

Q. But, if you are familiar with them, how do you know that this is a correct copy of one of them?—A. I know from having read it a great many times.

Q. From having read what?—A. Having read the original circular.

Q. Did you copy this yourself?—A. This is a printed copy; but I know it to be a true copy.

Q. Did you ever compare this with the original Circular No. 9?—A. When it was printed I did.

Q. Where is the original?—A. In my letter book.

Q. When did you see it last?—A. I cannot remember when I saw the original written circular.

Q. How long ago should you think?—A. I think within three months.

Q. When have you seen the original Circular No. 2?—A. Within the same time.

Q. What does that circular relate to?—A. Circular No. 2 is a circular giving general directions to the assistant commissioners and other officers of the bureau in regard to the general management of the affairs of the bureau.

Q. Does it relate to transportation?—A. One paragraph does. Those are extracts!

Q. Did you make these extracts?—A. I did.

Q. From what were they taken?—A. I took them from the printed circulars.

Q. Then you did not take them from the original circulars?—A. I did not have them printed for this purpose.

Q. Did you take them from the originals?—A. I could not take these from the originals, for these are printed, and the originals are in manuscript.

Q. When did you compare them?—A. Not since they were printed. They have been on file, and I have acted under them constantly.

Q. In Circular No. 7 certain words are scratched out; why was that done?—A. They are scratched out because they formed part of an incomplete sentence.

Q. What was the sentence?—A. I cannot give the words of the rest of the sentence.

Q. When did you make these copies?—A. A week or ten days ago.

Q. Are the originals of these on file in your office?—A. They are not on file; they are on the letter book.

Q. Did you copy these yourself?—A. My clerk copied them.

Q. Did you compare them yourself?—A. I heard one clerk reading to another clerk as they were comparing them; one clerk was reading and the other looking on the copy.

Q. Then you were not looking either at the copies or the originals?—A. Not at the time.

Q. And that is all the reason you have for supposing these to be correct copies of the original, because you heard one clerk reading to another?—A. I am very confident that they are correct copies.

Q. When were these copies made?—A. I cannot give the precise time; it has been within ten days.

Mr. MCNEELY. I object to the introduction of these copies as evidence.

By Mr. HOAR:

Q. Did you have for use in your office extracts from those circulars printed, of which these are copies?—A. We have the whole circulars, printed circulars, from which we made these extracts.

Q. For what purpose were these extracts made?—A. They were made at the request of Mr. Ketchum in order to present certain subjects.

Q. Where are the original circulars?—A. They are in our office.

Q. Have you any duplicates?—A. We have.

Q. Is there any difficulty in handing them to the committee, to go with these extracts?—A. I presume it could be done.

After some further discussion it was arranged that the books and pamphlets containing the printed circulars and circular letters should be put in evidence, and that the extracts presented by Mr. Ketchum should be left with the committee for their convenience for reference.

The CHAIRMAN. These letters produced here in manuscript are copies from the original letter book in your possession, are they?

WITNESS. Yes, sir.

The CHAIRMAN. And compared by you with the original?

WITNESS. By my clerk in my room in my presence.

By Mr. HAMILTON:

Q. And certified to by you?—A. Yes, sir.

Q. In what capacity?—A. As adjutant general of the Freedmen's Bureau.

By Mr. TOWNSEND:

Q. Copied by a mechanical process, or copies written?—A. They are written copies.

By Mr. HAMILTON:

Q. Are you the present adjutant general of the Freedmen's Bureau?—A. Yes, sir.

It was here arranged that the manuscript copies of the letters should be left with the committee, not as evidence, but for the convenience of the members of the committee.

Mr. McNEELY. In case these printed circulars and written copies of letters are so left, what portion of them will go into the record being made by our stenographer?

Mr. HOAR. No part of them.

Mr. TOWNSEND. Why not?

Mr. HOAR. I propose the book containing them shall be put in evidence; would you have him copy the whole book?

After some further discussion—

Mr. HOAR moved that the book and pamphlets containing the orders, circulars, and circular letters of the Freedmen's Bureau, running from 1865 to 1869 be put in as evidence, and that the extracts which the witness has produced be received by the committee to aid them in their examination.

The motion was carried.

By Mr. HAMILTON:

Q. What was the cost of the school-house at Port Orange, that Mr. Sutton has taken possession of?—A. I have not been able to ascertain. I have written to Mr. Thurston Chase to ascertain the cost of the property, but have not yet received a minute and definite reply.

Q. Have you any idea of the cost?—A. I could not give even a reasonable guess.

Q. From your knowledge of the general character or kind of school-houses erected by the bureau, what should you naturally suppose would be its cost?—A. From the position of it, in a small country place, I should presume not more than \$300.

By Mr. TYNER:

Q. I believe you have said the bureau had information that one C. C. Sutton had removed a school-house from Port Orange from the lot on which it had been erected?—A. It was reported that a man by that name had taken possession of a school-house at Volusia; it may be that it is called Port Orange also.

Q. From whom did the bureau have that information?—A. From C. Thurston Chase.

Q. Did the bureau take any action in the matter?—A. It did.

Q. When?—A. Immediately; on the same day.

Q. What action?—A. The letter of Mr. Chase was referred to the superintendent of education for Florida, General George W. Guile.

Q. What instructions, if any, were given to General Guile?—A. He was instructed to proceed to the place to recover the building or the value thereof, if on investigation he found the report to be true.

Q. State whether or not, so far as you have any knowledge, such a proceeding was commenced.—A. General Guile reported that he had investigated the matter, and that he found great difficulty in obtaining evidence, and that he wished the matter to be referred to Mr. C. Thurston Chase, the former superintendent of education in that State; having been superintendent when this school-house was built, he would probably know more about the matter than any other officer. The papers were therefore turned over to Mr. Chase, with the request that he would attend to the matter. Mr. Chase replied that he thought he could obtain the evidence; but declined to mention names, because they feared personal violence if their names were disclosed.

Mr. McNEELY objected to the answers on account of the absence of the original letters, and moved that all the evidence relating to this matter be struck from the records, unless the letters were presented.

Mr. TYNER. I have not asked anything about any letters.

The CHAIRMAN. Where are the original papers in this case?

WITNESS. They are all in the hands of Mr. Chase, in Florida.

By Mr. HOAR:

Q. Had General Howard any personal knowledge of this matter, or did you deal with it on your responsibility?—A. Mr. Chase was here at the time; whether he consulted with General Howard personally, I do not know.

Q. But the action that you have detailed; was that made by you?—A. The first indorsement directing General Guile to proceed in the matter was laid before General Howard before it was sent away; but it was penned I know in my office.

Q. Did you state to him verbally the case?—A. I think I did not.

Mr. McNEELY. I want the letters to be introduced in this evidence, or else nothing.

Mr. HOAR. I shall want to recur to the testimony in this case; I think it will turn out, on recurring to the testimony, that the complaints went into this line of testimony themselves without objection; if so, the committee have a right to continue it if they choose.

By Mr. ROGERS :

Q. When did you see this correspondence in question?—A. I have seen it two or three times. I cannot give the precise dates; it first went to General Guile; came back to our office, and was then sent.

Q. When did you see it last?—A. Within a month.

Q. At whose instance did you look it up?—A. I think at General Howard's request.

Q. When was that?—A. It is impossible for me to tell; within a month, I think.

Q. Come closer than that, if you can?—A. I do not believe it is possible for me to recollect; there are so many matters before me to look up.

Q. I understand you to say that you have seen it within a month?—A. Yes, sir.

Q. And your attention was called to it, you think, by General Howard?—A. He asked me something about it, and I got the papers; I had seen it before he had said anything about it.

By Mr. HGAR :

Q. Is it a part of your prerogative to act independently in matters of this sort?—A. Yes, sir.

Q. It is a part of your legitimate duty?—A. Yes, sir.

Q. Do you or not have to refer such matters to General Howard?—A. If I had any doubt about the propriety of any course of action proposed to be taken, I should refer the matter to him.

Mr. MCNEELY moved to strike out all testimony in relation to this correspondence, where the original letters are not introduced.

After some discussion, but without taking action on the motion, the committee adjourned.

WASHINGTON, D. C., June 8, 1870.

E. WHITTLESEY—Examination continued.

By Mr. KETCHUM :

Question. What book have you before you?—Answer. I have a book of letters sent, volume 5, containing the letters sent for 1868 and a part of 1869, pertaining to the general affairs of the Bureau of Refugees, Freedmen and Abandoned Lands.

Q. Is the book in your charge, and belonging to your department?—A. Yes, sir; at the office here in Washington. I brought it from that office.

Q. State what the letter to which your attention is now called is?—A. It is a circular letter, dated October 1, 1868, War Department, Bureau of Refugees, Freedmen and Abandoned Lands, Washington, signed by F. D. Sewell, acting assistant adjutant general.

(The letter was placed in evidence as follows:)

[Circular letter.]

" WAR DEPARTMENT,
" BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
" Washington, October 1, 1868.

" I am directed by the Commissioner to call your attention to the imperative necessity of taking, at an early day, measures preparatory to breaking up the hospitals and dispensaries, and the withdrawal of aid from orphan asylums in your State. After the first of January next no further support by this bureau can, according to law, be extended to these institutions. You will therefore exert yourself to interest the State, county, or municipal authorities to assume the care of the sick and helpless freedmen, as also the inmates of the asylums. For the latter, if possible, interest the sympathies of private benevolent associations. The Commissioner desires to gradually withdraw the care of these people, heretofore exercised by the bureau, and in the manner to occasion the least possible suffering.

" Please report your action in this matter.

" Very respectfully, your obedient servant,

" F. D. SEWALL,
" Acting Assistant Adjutant General.

" Official :

" E. WHITTLESEY,
" Acting Assistant Adjutant General."

Q. Did Mr. Sewell hold the position of acting assistant adjutant general at the time this letter was sent?—A. He did.

Q. To whom was the letter sent?—A. It was sent to the commissioner of each State, except Texas.

By Mr. ROGERS :

Q. Was the position of the Mr. Sowell who wrote that letter such in the department as to make his act the act of General Howard?—A. Yes, sir.

Q. Would a letter written by him from the department, as a departmental officer, be the act of General Howard, legally considered?—

(Question objected to by a member of the committee and withdrawn.)

By Mr. TYNER :

Q. You may state whether or not this circular was drawn on the direction of General Howard, and whether or not it was sent to the assistant commissioners you have mentioned by his direction?—A. I only know what the record itself says.

By Mr. KETCHUM :

Q. Please read the letter from the record to which your attention is now called. The witness read the following letter :

“ WAR DEPARTMENT,
“ BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
“ Washington, October 5, 1868.

“ SIR: I have the honor to inform you that since January last the following reductions have been made in this district :

“ The employment offices have been closed. The asylum and hospital at Freedmen's Village have been dispensed with, and all the aged and sick concentrated at Campbell Hospital in this city. The city has taken charge of the schools, with two or three exceptions, and the aid rendered to the indigent has ceased except through the hospital and Orphan Asylum above mentioned. The number of clerks and agents discharged by the assistant commissioner is thirty-two, and the number temporarily employed since, two; making an actual reduction of thirty, agents and clerks.

“ A very large number of persons who were employed on the avenues and public works of this city, in order to receive relief from want through this channel under the special appropriation of Congress, were discharged early in the spring.

“ I am reducing just as fast as the work will allow me. As soon as the annual report of the assistant commissioner can be made and forwarded, I propose to retain just enough agents to conduct the educational work as contemplated in the law, the payment of bounties, and the care of the hospital and asylums for the aged and orphans.

“ I have reduced my entire force in Baltimore, and have extended the district of the assistant commissioner so as to embrace Maryland and West Virginia.

“ In my own office I have reduced to the lowest number necessary for the performance of the duties, and you are aware that I am reducing the agencies throughout the country as fast as it is consistent with the performance of the duties required of this department.

“ The accompanying table will show the employés in January, at the present time, and the reduction.

“ Very respectfully, your obedient servant,

“ O. O. HOWARD,
“ Major General, Commissioner.

“ Hon. J. W. SCHOFIELD,
“ Secretary of War.

“ Official :

“ E. WHITTLESEY,
“ Acting Assistant Adjutant General.”

Q. Now read an extract from the letter of Mr. Sowell to General Runkle, Louisville, Kentucky, dated November 16, 1868.

Mr. MCNEELY required the entire letter to be read.

The witness read the letter.

(Letter objected to by Mr. HOAR as immaterial; and withdrawn.)

Q. Have you the report which was made to the bureau concerning the bureau hospital in this District, and its present condition, made by the surgeon-in-chief, Dr. Reyburn?—A. I have the original paper before me from the files.

Q. Do you know the handwriting of Dr. Reyburn?—A. I do.

Q. Do you know whether the signature to this paper is his genuine signature?—A. Yes, sir; this is his signature.

By Mr. MCNEELY :

Q. This report of Dr. Reyburn I see is signed by him as chief medical officer of the Bureau of Refugees, Freedmen and Abandoned Lands. What other duty has he to perform excepting about this hospital?—A. At the present time I do not know that he had any other duty in connection with the bureau.

Q. Who appointed him to that position?—A. General Howard.

Q. Has he any other connection with the government except in the way of his appointment to that position by General Howard?—A. Not to my knowledge.

Q. How long has he been acting in that capacity?—A. I cannot say precisely. I should think he had been acting as a medical officer in the bureau at least four years. He has been chief medical officer since the resignation of Dr. Edwards, which was more than a year ago. I could not give you the precise number of months.

By Mr. PERCE:

Q. This book from which you have read letters is a record of your office as adjutant general of the Freedmen's Bureau?—A. Yes, sir; it is a record of letters sent.

Q. Is it such a book as is required to be kept at headquarters by the regulations of the army?—A. Yes, sir.

Q. It is the official letter book?—A. Yes, sir.

By Mr. HOAR:

Q. What do you mean by saying that General Howard appointed this medical officer?—A. I mean that he made out an order for his appointment. When he came into the bureau he was a surgeon in the army, and was assigned to duty in the bureau by the Secretary of War. He was appointed to this special duty by General Howard. He was mustered out of the military service some two or three years ago.

By Mr. TYNER:

Q. Does Dr. Rayburn also have charge of the orphan asylum?—A. He does. I consider that a part of the hospital. He has general charge of it as an agent of the bureau.

By Mr. ROGERS:

Q. Do I understand you correctly that Dr. Rayburn was mustered out of the army some two or three years ago, and that he was appointed by General Howard to the position he now holds?—A. When he was mustered out he was retained in the same position he held before. He was then a medical officer in the bureau, but not chief medical officer. Then, after Surgeon Edwards resigned his position as chief medical officer, Dr. Rayburn, being the next in rank, succeeded him in that position.

Q. When he was appointed, was he an officer of the army of the United States?—A. When he was assigned to duty in the bureau he was; he was not when appointed to the position he now holds.

Q. Is he or not responsible to General Howard for his conduct, and subject to his orders?—A. He is.

By the CHAIRMAN:

Q. You are familiar with the regulations of the bureau; has General Howard a right to make civilian appointments?—A. Only by direction of the Secretary of War.

Q. What number of patients are now in hospital?—A. The paper itself states that.

By Mr. PERCE:

Q. You say that he has only authority to appoint civilians to office by direction of the Secretary of War. Do you know whether he had such authority for the appointment of this party as surgeon?—A. I cannot state of my own knowledge that he had.

Mr. KIRCHUM read the authority of law for making such appointments, from the act of August 9, 1866, section 4.

By Mr. TYNER:

Q. At the time of the appointment of Dr. Rayburn, what necessity was there for retaining him after he was mustered out?—A. He was discharging very important duties as medical officer. If he had not been retained, some other officer must have been assigned to the position.

Q. State whether or not the same thing is true now?—A. Yes, sir; I think it is true. The report referred to was placed in evidence as follows:

"WAR DEPARTMENT,
"BUREAU REFUGEES, FREEDMEN AND ABANDONED LANDS,
"OFFICE CHIEF MEDICAL OFFICER,"

"Washington, June 2, 1870.

"GENERAL: I have the honor to present the following report of the condition at this date of the medical department of Bureau Refugees, Freedmen and Abandoned Lands.

"At the date of the last annual report, (June 30, 1869,) there remained in operation two freedmen's hospitals, one located at Richmond, Virginia, containing 239 patients, and one at Washington, D. C., containing 302 patients; total, 541 patients.

"In pursuance of the policy which has been steadily adhered to during the past three years, viz, the closing up as rapidly as possible of all freedmen's hospitals, the hospital at Richmond, Virginia, was on February 1, 1870, turned over to the State authorities of Virginia.

"The medical department of the bureau, which in 1866 comprised 56 hospitals and 47 dispensaries and out-door stations, containing beds for 4,559 patients, has now in operation only one hospital, located at Washington, D. C., and containing about 250 patients.

"The vast majority of the patients in the Freedmen's Hospital, Washington, D. C., are so helpless, either from extreme old age or bodily infirmity, that they will require to be supported from some source during the remainder of their lives.

"In order conclusively to show this, I respectfully call attention to the following list, showing the bodily condition of those who are now inmates of the hospital:

Condition.	Male.	Female.	Total.
Blind.....	11	7	18
Blind and idiotic.....	1	.....	1
Blind and insane.....	.....	1	1
Deaf and dumb.....	3	.....	3
Maimed.....	11	2	13
Insane.....	2	6	8
Aged and infirm.....	65	52	117
Sick.....	39	18	57
Idiotic.....	10	12	22
Children.....	5	5	10
Total.....	147	103	250

"Of the above patients, 37 males and 36 females are between sixty and eighty years of age, and 13 males and 5 females between eighty and one hundred; and, also, one male and three females over one hundred years of age.

"Besides the inmates of the hospital there are nearly 100 aged freed people who reside in this District outside of the hospital, and who draw each a ration from the bureau; some of these were at one time slaves upon the Arlington estate, and who came into this District upon breaking up Freedmen's Village Asylum, and the remaining persons are those for whom room could not be found in the hospital; of these 6 are blind, 20 maimed, and the balance are aged and infirm.

"I would also respectfully call your attention to the inmates of the Colored Orphan Asylum in this District, containing 57 boys and 14 girls, besides 9 aged and infirm females, all of whom receive rations from this bureau.

"From the above it will be seen that there are 430 freed people in and outside of the hospital and orphan asylum at Washington, D. C., who are entirely dependent for existence upon the bounty of the government.

"The local authorities of the District were repeatedly appealed to, prior to making the present provision, but state that these people *never were*, properly speaking, *residents* of the District; that they drifted in here during the war, and that they are entirely unwilling and unable to assume the burden of their support.

"These unfortunate people are now well provided for, and I feel convinced that Congress will, as soon as the subject is brought to their attention, make ample provision for their present and future wants.

"I have the honor to be, very respectfully, your obedient servant,

"ROBERT REYBURN,

Chief Medical Officer Bureau Refugees, Freedmen and Abandoned Lands.

"Brevet Major General O. O. HOWARD,

Commissioner Bureau Refugees, Freedmen and Abandoned Lands."

WASHINGTON, D. C., June 8, 1870.

GEORGE O. COOK sworn and examined.

By Mr. KETCHUM:

Question. State your place of residence and occupation.—Answer. I reside in Washington; I am a mason and builder.

Q. Did you ever do any work upon the buildings on the Howard University grounds?—A. Yes, sir.

Q. Did you ever do any work upon the house of General Howard in which he now resides?—A. I did.

Q. Did you make any repairs upon the north side wall of General Howard's house in the year 1868?—A. Yes, sir; in the month of March of that year, I believe.

Q. What was the matter with the wall, and what did you do to it?—A. The wall was what might be called shelly from the water of the building running down on it.

Q. Had there been a leader from the gutters of the house?—A. There was no leader, from the gutter. The gutter had no down-spout to it. The water came down right through. The wall was a complete glare of ice all winter.

Q. How did you repair it?—A. I repaired it by taking down a part of the block and building it up.

Q. Did you remove the whole block or a part of it?—A. Only half of it; that part which you have in your hand; the face.

Q. Was there about that time any work going on at the house of General Balloch, near by?—A. There was repairing done on the walls of General Balloch's house in the winter of 1869.

Q. Did any part of the walls of his house fall?—A. No, sir.

Q. Were the repairs done on his house similar to those you have described, and was the injury from a similar cause, namely, the overflow of water upon it?—A. Yes, sir.

Q. Did you do any work upon the university buildings?—A. Yes, sir. I did a good deal of work on them. I was engaged on the buildings from their commencement to their completion, and I was the contractor for the extras done.

Q. In regard to the cracks in the wall of the university building, could you have inserted a knife-blade in the cracks?—A. No, sir, I could not.

Q. Describe how large the cracks were?—A. I could not give you the dimensions. I should say a fractional part of the one-hundredth of an inch. They were so small as to require the finest mortar to be rubbed in with the fingers.

By Mr. McNEELY:

Q. Who employed you to close these cracks in the university walls?—A. I was employed some portion of the time by John W. Rumsey, who was a contractor on the building, and also by Thomas Harvey, who was one of the contractors.

Q. Were you working under them when you stopped up those cracks?—A. Some portion of the time.

Q. Were any other workmen employed with you?—A. Yes, sir; sometimes four or five, and at other times one or two.

By Mr. PERCE:

Q. What do you mean by four or five men being employed with you; were they employed to fill up the cracks, or employed on the building?—A. Employed on the building.

By Mr. McNEELY:

Q. My question was in regard to filling up those cracks; who employed you to fill up those cracks in the university?—A. The same parties I named.

Q. How many were engaged with you at one time in filling up those cracks; and who were they?—A. There were three.

Q. How long were you engaged in this business of filling up cracks in the university walls?—A. It was at different times; the cracks made their appearance at different times.

Q. How long from first to last?—A. Some six weeks, I think. I do not mean I was six weeks at work in filling up; but at different times during the six weeks.

By Mr. PERCE:

Q. Have you ever worked on other large buildings?—A. Yes, sir.

Q. How much time was employed in filling up those cracks in the university building, measuring it by day's work?—A. I could not say definitely how long we were engaged at any one time. Sometimes we would be a day there and then go off at something else. I suppose we were altogether some two or three weeks.

Q. Do large buildings of that kind usually have cracks in them?—A. Yes, sir.

Q. How did the university building compare as to that particular with other large buildings you have worked on?—A. It compared favorably. It comes from the settling of the foundations, which attends almost all large buildings.

By the CHAIRMAN:

Q. Have you stated that you were two weeks continuously occupied in filling up the cracks you have spoken of?—A. Yes, sir; I think it would have amounted to that. Where we take blocks out of a building and insert others it is a difficult task, and takes a great deal of time to do it neatly.

WASHINGTON, D. C., June 8, 1870.

JOHN V. W. VANDENBURG sworn and examined.

By Mr. KETCHUM:

Question. In the early part of 1869 did you do any work in grading upon square 1025 in this city?—Answer. I did.

Q. For how long a time were you engaged in that work?—A. About seven months; from about the 5th or 15th of March to the 1st of September.

Q. How many men did you employ?—A. I think from one hundred and fifty to two hundred and fifty at a time.

Q. What kind of men were they, white or colored?—A. All colored.

Q. Where did they reside?—A. Most of them resided at the Barry farm, Uniontown; the other side of the river.

Q. What was their condition as to poverty, want, or otherwise?—A. They were all very poor men, living outside of the city limits, and debarred from city work absolutely.

Q. For whom did you do that work?—A. For General Howard, or the Freedmen's Bureau.

Q. Did you make any engagement with him as to the employment of these people?—A. Yes, sir; preference was to be given to these men, and I bound myself to give them \$1 25 a day.

Q. Did they in that time, as far as you know, leave anything out of their wages for the payment of the places where they lived, on Barry farm?—A. They did. They allowed me to deduct 50 cents a day, which I paid over to Mr Cole.

Q. What amount of grading was done on square 1025?—A. I think the deepest cut was twenty-nine feet and five or six inches, and the deepest filling thirty feet and nine inches.

Q. Was there a way of traveling to that ground by carriage?—A. Yes, sir; Virginia avenue was filled across the ravine.

Q. State whether this work was estimated for by other persons, besides yourself, upon specifications.—A. Yes, sir.

Q. What was the price offered for the work next above you?—A. Forty-eight cents.

Q. What was your price?—A. Twenty-five.

Q. What did your price finally become?—A. Thirty.

Q. Why was the change made?—A. Because I could not work the men furnished with the short haul at 25 cents. I told General Howard that if he would take out of the contract the clause which obliged me to employ these particular men that I could still do the work at 25 cents; but that I could not employ these men with the short haul to do it at that rate.

Q. Was the entire piece of ground graded covered by the agreement you made?—A. Yes, sir.

Q. And the price was 30 cents per cubic foot for the earth removed?—A. Yes, sir; measured in the excavation.

By Mr. MCNEELY:

Q. You say you first made a contract at 25 cents per cubic yard; was that contract in writing?—A. Yes, sir.

Q. Have you it here?—A. I have not.

General HOWARD stated that the contract had already been placed in evidence.

Q. How long did you work under the first contract?—A. I think about twenty or twenty-five days; it was until the end of March.

Q. And the reason why you asked for the change to thirty was because you were compelled to work the men from Barry farm; and you say you could have done the work if allowed to select your own men for 25 cents per cubic yard?—A. I think I could.

Q. Did you state to General Howard that that was the reason why you wanted the price raised to 30 cents?—A. Yes, sir; but the understanding was that I was to give these men the preference to anybody else.

Q. You deducted 50 cents per day from the wages of each man; who did you pay that to?—A. To John A. Cole, I think, as treasurer of the Barry Farm fund.

Q. Did he give you receipts for the money paid to him?—A. Yes, sir.

Q. How did he sign those receipts?—A. As treasurer of the Barry Farm fund, I think.

Q. Do you remember what that entire work cost?—A. I do not.

Q. What did you receive for your work there?—A. I was the contractor; I received the entire amount.

Q. And you paid these persons \$1 25 per day, so that whatever you received more than you paid the laborers went to your own profit as compensation?—A. Yes, sir.

Q. Could you state to the committee what that was?—A. I could not just now.

By Mr. HOAR:

Q. How many men did you employ on that work on the average?—A. I think from one hundred and fifty to two hundred and fifty at a time. We changed them more or less.

Q. And the work lasted for seven months, or about two hundred days?—A. Yes, sir; it would be something like two hundred days.

Q. Do you know where those men had been living before you employed them, or before they went on to the Barry farm?—A. I had seen a great many of them in the city.

Q. What had been their condition?—A. They were in a destitute condition.

Q. So that the practical effect of this enterprise was to give employment to from one hundred and fifty to two hundred and fifty men previously in a destitute condition, and to enable them to acquire homes for themselves?—A. Yes, sir; which they did. Almost every one of them paid for their places.

Q. Do I understand you that if you had completed your contract at 25 cents per cubic yard you would have made a losing job?—A. Yes, sir.

Q. So that the profits you made were within the five cents per cubic yard. Can you tell whether they were large or small as compared with the ordinary profits of contractors on jobs of that class?—A. I considered it a very moderate contract. A contractor expects to make some money when he uses his time and his experience.

By Mr. TYNER:

Q. Fifty cents a day was deducted from the wages of these men in payment of their homes at Barry farm; state whether it was any part of your contract that that deduction should be made, or whether it was voluntarily done on the part of the laborers themselves.—A. I made the request myself of the men, and they—most of them—went into it very readily.

Q. It was not on any demand from General Howard?—A. It was not at all.

By Mr. ROGERS:

Q. You stated that you employed these laborers from General Howard.—A. I employed them in accordance with my contract, which required me to give the preference, as far as practicable, to men who were living on the Barry farm.

Q. Was it your understanding that General Howard owned those negroes, or not?—A. By no means; no, sir.

Mr. KERCHUM offered in evidence printed copies of the half-yearly reports of the bureau.

Mr. HOAR inquired whether any provision of law required these semi-annual reports.

General HOWARD replied in the affirmative, and referred to the first act passed creating the bureau, approved March 3, 1865, section 3.

Mr. McNEELY objected to the introduction of the reports.

The committee, by a vote of 4 in the affirmative to 2 in the negative, agreed to receive the reports in evidence.

WASHINGTON, D. C., June 9, 1870.

MOSES KELLEY sworn and examined.

By Mr. KERCHUM:

Question. State your residence and occupation?—Answer. I reside in Washington; I am cashier of the National Metropolitan Bank.

Q. Were you interested in a trust deed that was executed by General O. O. Howard to Mr. Fred. W. Jones, to secure money on square 1025 in this city?—A. I was.

Q. Were you entitled to that money?—A. Yes, sir.

Q. Has it been paid?—A. It has been.

Q. The instrument was dated in December, 1868, for the release, by Mr. Jones, of that square to General Howard; state whether or not the debt was paid at that time, and, if not, how much was paid, and, if there was any balance, whether that balance has been paid?—A. The sale was made to General Howard, I think, in 1867, on credit, with the exception of a part payment of \$2,000. The balance was to be paid in five annual payments of \$1,700 odd each. Some time, I think, in the latter part of 1868, General Howard called upon me, desiring to take up these notes, to anticipate the payment of them. There was one of those notes which I had passed off, and the gentleman who held it did not need the money, and would not consent to receive it without payment of the interest which was to mature. The other notes were all paid at that time. This last note that I speak of was paid in July, 1869, when it matured.

WASHINGTON, D. C., June 9, 1870.

WILLIAM SYPHAX, colored, sworn and examined.

By Mr. KETCHUM:

Question. State your residence and occupation.—Answer. I reside in the city of Washington; I am principal messenger in the Interior Department.

Q. Are you or have you been associated with Alfred Jones and Albert G. Hall as trustee, in any way?—A. Yes, sir; I have been associated with Albert G. Hall and Alfred Jones as trustee of the colored schools of Washington and Georgetown, and am now trustee with Alfred Jones.

Q. Under what appointment?—A. Under appointment by the Secretary of the Interior; I have my commission with me.

(Witness produces his commission from the Secretary of the Interior, dated July 7, 1868, appointing him a member of the board of trustees of the schools for colored children for the term of three years from the 1st day of July, 1853.)

Q. Did you take the oath of office?—A. I did, and filed it with the Secretary of the Interior.

Q. Did your associates do so likewise?—A. Yes, sir.

Q. Did you receive from General Howard a deed of property for schools in this city?—A. We did.

Q. Several deeds?—A. Yes, sir.

Q. The deeds which you received from General Howard in this way were for property for school purposes?—A. Yes, sir; we held it for such purposes, and we gave our receipt for the same.

Q. No other deeds have been executed to you by General Howard but such deeds?—A. Only deeds for school property.

By Mr. ROGERS:

Q. You state that you gave a receipt; what was that?—A. As trustees we gave a receipt for the deed which we received, if my memory serves me right. Our record shows it; I have not our record with me. General Howard made a regular deed to William Syphax, Alfred Jones, and Albert G. Hall, for the property transferred to us, and we simply acknowledged receiving the deed as trustees.

By Mr. McNEELY.

Q. These lots numbered 13, 14, 15, and 16, in square number 412; were they bought by you from General Howard, as Commissioner, out of any funds that you had, or were they a donation by him?—A. I am not sure about that; our record will show it. We have a regular record of all we did; but I know that General Howard transferred this certain property.

Q. Such property as he transferred to you was transferred as a gift, and not as a purchase by you?—A. I think it was as a gift.

Q. Do you remember buying any property of him as Commissioner, and paying any money for it?—A. I would not like to say; I forget whether we did or not.

Q. This deed which I hold is for property on E street south and Ninth street west.—A. That is, I think, what is called the Lincoln depot.

Q. Did you or your associates pay General Howard money for this property, or did he give it to you?—A. I would not like to say for certain; we made a record, and our record will show it.

Q. Did he make a donation to you of any piece of real estate?—A. Not to my recollection.

Q. Then you gave him money for all the real estate you got?—A. I would not like to say for a certainty how that was. I know of transacting business, and making a record of it; but as to the amount paid, or anything of that kind, I would not like to say for certain.

Q. Do you say that you don't recollect whether he gave you any real estate or not?—A. He transferred us real estate.

Q. What did you give him for it?—A. That I am not certain of.

Q. Did he transfer to you any real estate for which you gave him nothing?—I am not certain of that. I know one thing; that we did not give him the value; that was understood; but the exact amount I would not like to say; our record shows it.

Q. From what funds did you pay him money?—A. Out of a fund which we got from the corporations of Washington and Georgetown. We, as trustees, have the sole control of the fund for the education of colored children in this District.

Q. Are your associates colored men like yourself?—A. One is colored, and the other white.

Q. And you have the supervision of the colored schools?—A. Entirely, in Washington and Georgetown.

Q. You say that you did not pay General Howard full price for the property?—A. I think not; General Howard has been very kind to us, on the ground that the majority

of the children in our schools are children of freedmen who have come here by the operations of the war. What funds we get from the corporation are not sufficient to educate the children of non-tax-payers, and we co-operated with the bureau.

Q. What do you mean by that?—A. That we should ask General Howard to allow us to use a certain building which the government was not using at the time, and which had been used for barracks—to allow us to use it for schools.

Q. But here is a piece of real estate transferred to you; do you say that you did not pay him its real value?—A. I think we were favored, on the ground that it was for colored schools.

Q. About how many transfers of real estate, by deed for that purpose, were made to you?—A. I think there were three deeds.

Q. Do you know where the property is situated that is described in these deeds?—A. One piece is on Delaware avenue; I do not know the street. One piece is at Lincoln depot; and then we have an interest in some other buildings here which the government owns, and which, when the government was done with their use, General Howard made over to us.

Q. Was the school-house ready to be occupied when transferred to you?—A. The buildings were first built for soldiers, and after the soldiers left they were not occupied. They were not plastered, but just what you would call shanties; we took them in that way and used them, as we could not do any better for the children, and we are using some of them even now.

Q. Has property in Georgetown been transferred to you by General Howard?—A. Yes; we have a school in Georgetown, and I think the lumber in it was furnished by General Howard.

Q. Did he transfer to you any real estate in Georgetown for the use of colored schools?—A. He transferred the grounds; but whether the house was included I cannot say for certain. I know that we took what was there just as it was. How the deed reads I am not able to say.

Q. Whom does the real estate belong to now?—A. It belongs to the colored people of Washington and Georgetown.

Q. To whom did it belong before it was transferred to you?—A. When I came into the board that school-house in Georgetown was already located.

Q. Had it been transferred to you three?—A. It was transferred to us three afterward.

Mr. PERCE objected to the course of examination.

Q. Who controls this real estate on which this house on E street south and Ninth street west is situated?—A. We do, as trustees.

Q. It belongs to you?—A. The ground belonged to us before the transfer of the house.

Q. Explain how that building came there.—A. We owned the land. We were very short of money, and General Howard put in so much money to build a house; but at the time he gave us the money he did not convey any deed to us. When the thing was closed up he conveyed the right to us, as trustees, to the brick building on the corner of Ninth and E streets on the island; and also to one on the corner of O and Fifth streets. I remember the transaction now distinctly. He helped to build those houses, and when the thing was closed up he transferred the buildings to us as trustees. He never had transferred them until then. The matter had slipped my memory, but I now recollect all about it.

By Mr. ROGERS:

Q. By whom was that ground given to you?—A. We bought it; the law gives us entire control of property that we own.

Q. When were the houses put upon the property, and by whom?—A. I think that the house on O street was built in 1867, and the house on E street on the island in 1866; the board of trustees ordered the buildings to be put up.

Q. How did General Howard come to give a deed of them?—A. The board of trustees owned the property and did not have any money to put up the buildings. At that time we did not get from the corporations of Washington and Georgetown as much as we get now, and General Howard helped us to build the houses; but he never transferred his claim until he transferred it by that deed.

Q. He helped to build the houses on this ground of yours?—A. Yes; he furnished so much money in each case.

Q. You owned the ground, and he came in and deeded the house to you?—A. Yes; that is, he helped to build it; he furnished a great part of the money, but he never gave us the deed until he was closing up the bureau. He gave us the deed on the conditions expressed in it, and we accepted it on those conditions.

Q. What amount did you give him for the property?—A. I do not recollect paying him any money for the property. I understood that he built the house because the mass of the children here at that time were children of freedmen. He had no use for it, and he made it over to us.

By Mr. HOAR:

Q. I understand you to say that the land you acquired as public officers entitled "Trustees of colored schools for Washington and Georgetown;" that you purchased it and paid for it with public moneys, under your lawful authority, as you understood it?—A. Yes, sir.

Q. Then General Howard contributed a good portion of the money which erected the buildings on those grounds?—A. Yes, sir.

Q. These schools were largely used for the instruction of children of freedmen?—A. Yes, sir.

Q. General Howard never released any title or claim that he had to the buildings, which he had in a large part erected, until he gave you this deed?—A. Not until then. That is the whole story.

Q. And the contribution of what was paid for the building by General Howard, acting for the bureau, was a contribution to the school, for which you think you paid nothing?—A. It was a complete contribution. To the best of my recollection we did not pay a cent.

By Mr. ROGERS:

Q. Did you get a deed for that land when you bought it?—A. O, yes, sir; we got deeds for all the property that we bought.

Mr. ROGERS. I will ask you to bring those deeds here to-morrow, or when you are sent for.

WITNESS. I will do so.

By Mr. TOWNSEND:

Q. The funds with which you bought this land you got from the authorities of Washington and Georgetown?—A. Yes, sir.

WASHINGTON, D. C., June 9, 1870.

Hon. SAMUEL C. POMEROY, United States Senator, came before the committee, at its request, and Mr. Ketchum proceeded to examine him.

Mr. McNEELY remarked that Senator Pomeroy had not been sworn.

Mr. HOAR (acting chairman) said that he understood that the practice in legislative bodies was that no member of a concurrent branch was subject to be subpoenaed by the other branch, or to be examined as witness under oath, being always under his oath of office in reference to public matters.

Senator POMEROY remarked that personally he had no objection to being sworn.

Mr. TYNER asked Mr. McNeely whether he required Senator Pomeroy to be sworn.

Mr. McNEELY said that he did not consider his testimony as coming within his official position, and therefore he should be sworn.

Mr. HOAR, (acting chairman.) I should not, myself, consider myself bound to appear before a committee of the Senate, or to be sworn as a witness; and I should not think it proper to require a member of the Senate to be sworn; but of course I will do whatever the committee directs.

Senator POMEROY. Lest it might be considered that I know something which I am not willing to swear to, I would rather be sworn.

Mr. HOAR, (acting chairman.) That being so, I will administer the oath.

Senator POMEROY was therefore sworn and examined as follows:

By Mr. KETCHUM:

Q. You are a trustee of the Barry Farm fund?—A. Yes, sir; and have been from the beginning.

Q. With Mr. John R. Elvans?—A. Yes, sir; Mr. John R. Elvans was one of the trustees.

Q. Do you know this paper taken from the files of your board? (Exhibiting the original communication from General O. O. Howard, directed to the trustees of the Barry Farm fund, and dated May 23, 1870.)—A. Yes, sir; I know that paper very well.

The paper was subsequently admitted in evidence, and is as follows:

"To the trustees of the Barry Farm fund:

"GENTLEMEN: Before the meeting of the board March 30, 1869, a report was made to me by Major S. N. Clark, the inspector who had been directed by me to examine the agents' accounts which had been kept by Marble and ———, with reference to a deficiency in them. He, or the agent, reported to me a surplus to the credit of the treasurer of about \$3,000. On examining my private accounts I found a 'stub' of a

check for \$3,000 drawn to John R. Elvans; and as Mr. Elvans's note, sanctioned by the other trustees, was drawn running to the Barry Farm fund, I concluded, without further investigation, that I had put into the fund the \$3,000 from my private funds and so represented to the board of trustees; whereupon the board ordered the money to be refunded. There is, without doubt, a mistake in the order or in the copy; for the express wish of the board was to pay me the money and take my receipt as a voucher. I filed the said voucher in my accounts, and never thought of it again until after Mr. Cole became treasurer. On examining my accounts he said he could not find where I had been credited with the loan. There was evidently an error. He wrote to Major Clark, who had gone to Chicago, about this and another mistake that the major himself had made.

"When Major Clark came to Washington he examined all the vouchers, and showed me wherein I had made my error; that the stub on my private book was wrong; that the \$3,000 was actually drawn from the Barry Farm fund; that the surplus in the fund at the bank arose from another cause, which he explained. The instant I found I was wrong, I asked him and Mr. Cole how I should make restitution. Upon their joint suggestion (last March) I gave my personal note on demand, to be paid as soon as I had the money to meet it, dating the note back, or having the interest go to the fund for the time I had had the use of the money. When I paid the note, a voucher was put in for the account current, embracing the face of the note but not the interest, as the interest should go to the university, provided the construction transfer should be approved. The note and the voucher also corrected Major S. N. Clark's error, before referred to. If I have done properly, will the board please confirm; if not, please instruct me.

"Respectfully submitted:

"O. O. HOWARD,
"Late Treasurer Barry Farm Fund.

"WASHINGTON, D. C., May 23, 1870."

The above paper contained the following indorsements:

"WASHINGTON, D. C., May 23, 1869.

"I concur in the within statement so far as my knowledge extends, except in reference to my having reported a surplus. I was not present at the meeting of trustees held March 30, 1869. The report was probably from the agent.

"S. N. CLARK."

"WASHINGTON, D. C., May 23, 1870.

"The voucher No. 28, for \$3,891 34, transferred to the treasurer of Howard University, and dated March 30, 1869, is hereby approved, the interest having been paid to the university as called for in General Howard's personal note of the same date. The within explanation of error is deemed satisfactory to the trustees, and the rectification of the error is hereby confirmed, with the understanding that in future dividends the total appropriations to the three institutions named in the special order Bureau Refugees, Freedmen and Abandoned Lands, creating the trust, shall be equalized.

"S. C. POMEROY,
"JOHN R. ELVANS.

"Trustees.

"JOHN A. COLE, Treasurer."

Q. Was the approbation of the board given to the statement as set forth in that paper?—A. Precisely.

Q. As to the purchase of the Barry farm, will you have the goodness to state the objects proposed to be effected by it, the condition of the people who were brought there, and who were designed to be brought there; and any advantage attending that operation; and also as to any counsel or advice given by yourself in relation thereto?—A. I shall be very glad to state all that I know about it; I have really felt more interested in it, and perhaps can state more fully about it, than anything else relating to the trust. I did myself advise the purchase of the Barry farm, for this reason: there was a large colored population thrown into this city during the war, from Virginia and elsewhere; I took an interest in that population. We housed them temporarily in barracks, under the direction of the Secretary of War. Barracks were built for them temporarily on property owned by private individuals, and families were thrown promiscuously, men, women, and children, in great numbers, into those large buildings. At the close of the war, the Secretary ordered the property to be turned over to the owners, and the barracks removed; and that suggested to my mind that we should do something to provide, if possible, permanent homes for those laboring people trying to make a living in Washington. I urged (and if there is any responsibility about it, I wish to take it) that there should be some lands purchased where they could get homes. They could not buy any themselves because they had not anything to pay for them. It was finally agreed, after several consultations with General Howard, that

this Barry farm, owned by a widow lady whom I did not know, but who I understood was willing to sell, should be bought, and, after consultation, it was agreed that Mr. Elvans, having been selected as one of the trustees, should make the purchase. He did so. Then we agreed to cut up the land into lots, averaging about an acre to a lot, and to take this old lumber which the Secretary of War had ordered off from those private lots about town, and to build houses with it, and also to purchase some other lumber if that was not enough. We were to sell those little lots after we cut them up to those heads of families for about \$10 a month, which was about what they would have to pay for rent if they had tenements in Washington—making the agreement that when they completed the payment at \$10 or \$15 a month, they should own the property, and have the title to it. The project was simply, so far as I know, to settle these people comfortably in little houses and gardens of their own, so that when the father of a family could get work by the day, his little family could cultivate the garden, and make a living. That is all. I watched it with a good deal of interest, organized two schools there, and got up a church and a little society. I ride down there often, and so far as I know, the project has been quite a success; more than I expected. The colored people have kept up their payments measurably. A few during the winter did not keep up their monthly payments, but we prolonged the time. A great majority of them have completed the payments, and have got titles, and have got homes. A few have not. None of them have been turned off, and their payments forfeited, that I know of, for when they had a disposition to pay, we have given them every facility, so far as time is concerned. I do not know that a dollar of the fund has been wasted. I do not think that there has been. Our object was to make the payments equal the expenses, without any profit from the negroes. We sold the lots so as to make them pay up what they cost, the expenses of the superintendent, (we had one man employed to attend to it,) and the buildings, and when a colored man paid all that, he was to have a title. So far as I know, there never was a dollar of expense charged to the fund. I never took a dollar for my expense, and Mr. Elvans never did, that I know of. We paid our own expenses and administered the trust.

Q. There was nothing ever charged by a trustee?—A. Never, that I know of.

Q. And if any one should have ceased to pay up continuously that which he had paid would be no more per month than the monthly rent which he would have to pay everywhere else for similar purposes?—A. Yes; that was our object—to let them have a title to the place at the expense of what they would have to pay if they rented a little tenement in the city, which would usually be about \$10 per month.

Q. Do you know all the signatures to this paper?—A. Yes, they are all genuine signatures. The paper is in the handwriting of General Howard, and his signature is attached to it.

Q. Do you know anything of a note for \$3,000 given by John R. Elvans several years ago, which was of this fund?—A. Yes, sir; I know that John R. Elvans gave his note, and General Howard indorsed it.

Q. Did you yourself indorse it?—A. No, sir; I did not. Mr. Elvans owed me on a private account.

Q. That note was accepted?—A. It was, and it was afterward paid.

By Mr. McNEELY :

Q. Who was the treasurer of the Barry Farm fund?—A. General Howard.

Q. In the first place, the land was purchased by money drawn from what source?—A. I do not know precisely the source; I cannot tell that.

Q. You do not know how the land was purchased?—A. Yes; I know how it was purchased.

Q. Please to state how.—A. It was purchased with money which General Howard had for educational purposes, as I understood, for refugees and freedmen.

Q. And then the land was laid off in this way; and as the money was collected for rents it was paid into the treasury, I suppose, to General Howard?—A. We did not rent it; we sold the lots to these colored people, and as they paid in the fund was reimbursed.

Q. Then the payment of \$10 a month was in the way of installments, and not of rents?—A. Yes, sir; it was in the way of installments on the purchase-money.

Q. And this \$3,000 lent to Mr. Elvans, was it from that money?—A. It was from that fund, as I understand.

Q. Which had been received for this property from the colored people?—A. Yes.

Q. Did you keep minutes of your meetings as trustees; or did you have regular meetings as trustees?—A. The secretary, Mr. Elvans, kept the minutes; he was secretary most of the time. We had regular meetings and reports from our superintendent down there, as fast as he sold the lots, and showing how he got along with the farm. He kept up his general reports to the trustees all the time.

Q. Is this letter of General Howard's which has been presented here, with your indorsement on it, noted on the minutes of those meetings?—A. I have not seen the minutes since this letter was written; I do not know what the secretary noted.

Q. You did not receive this letter while you were in session as trustees?—A. Yes, sir; we were in session; that was the last meeting we had.

Q. You do not know whether this was spread on the minutes or not?—A. I cannot tell.

Q. Mr. Elvans was the secretary and General Howard was the treasurer of the board?—A. Yes, sir.

Q. Do you recollect the amount paid over to the Saint Augustine normal school of Raleigh, North Carolina?—A. I do not know the precise amount. Our object was to pay equally, as near as we could, between the Howard University, the Virginia institution, and the North Carolina institution.

By Mr. HOAR :

Q. I suppose you would have no personal knowledge of the matter?—A. No, sir; not personal. On reflection it seems to me that General Howard was not the treasurer at the time the note was executed at by Mr. Elvans. It seems to me I was mistaken about that.

Q. Who was the treasurer?—A. I am not certain. The minutes will tell when the change was made.

General HOWARD stated that it was in evidence that he was treasurer at that time.

By Mr. McNEELY :

Q. Was this note given to the treasurer or to the trustees?—A. I cannot tell, it is some years ago.

Q. I understood you to say, in answer to a suggestion of Mr. Hoar's, that you would not be prepared to state particularly in regard to the payment of moneys out of the fund?—A. No, sir. When the accounts were presented to us, we simply approved them if we found them right. I saw no moneys paid, and only knew from the account rendered by the treasurer.

Q. If the books and accounts were in proper form they were approved without your knowing to what particular fund the moneys were paid?—A. Yes, sir.

Q. Did you execute or sign any other paper in reference to this note or voucher, except what appears here on this letter?—A. No, sir; not that I know of.

Q. Do you know of any money having been transferred from the bureau fund to the First Congregational church in this city, either as a donation or for the purchase of some its of bonds?—A. I only know what appears from the reports; I approved the reports, and on one of the reports there was a transaction of that kind which I approved of.

By Mr. HOAR :

Q. Which was it, a donation or a purchase?—A. I do not know anything about a donation; I am talking of the bonds purchased.

By Mr. McNEELY :

Q. There was one transaction of that sort where the bonds of the First Congregational church were purchased out of the Barry Farm fund?—A. Yes, sir; I think so.

Q. Was there any other fund that you had charge of except the Barry Farm fund?—A. No, sir; not as a trustee with Mr. Elvans.

Q. Do you recollect about what amount was expended in the purchase of those church bonds out of that fund?—A. Without being definite I should think \$3,000 or \$10,000; I have not had my attention called to it for several years.

Q. Did you examine into those accounts yourself touching the Barry Farm fund, which it seems Mr. Clarke examined?—A. No, sir. My examination only went to this extent. When the agent of the treasury presented his accounts, I examined the vouchers, and checked the vouchers, to see that the items in the account corresponded with the vouchers. Beyond that I never went.

Q. Has this fund—all that has been collected—been divided up and paid out?—A. I think there is something to be divided again pretty soon. We paid out all that there was up to a given date. I think it has accumulated since, and I expect that at our next meeting there may be something to divide.

Q. Did you purchase any real estate of any sort out of this Barry Farm fund?—A. I know of no real estate being purchased out of it except the two blocks, 1054 and 1055. I was knowing to that. I did not examine into it personally.

Q. You do not know of any other real estate that was purchased out of that fund?—A. None, except those two blocks.

Q. Do you recollect having made a contract, you and the other trustees, with the Building Block Company to furnish sand from the Barry farm?—A. No, sir.

Q. Or with any other parties?—A. No, sir.

Q. Where were the funds kept on deposit that were received from the Barry farm lots?—A. At the Freedmen's Savings Bank, I think.

Q. Was that bank selected as a place for the deposit by the trustees, or was it discretionary with the treasurer?—A. We were consulted about it, I think, and the agree-

ment was that the funds should be deposited with the Freedmen's Savings Bank; I do not know who suggested it.

Q. Were any of these funds deposited in any other bank in the city?—A. If they were, I do not know it.

By Mr. TOWNSEND:

Q. Into how many lots was the Barry farm divided?—A. Three hundred and fifty-eight, I think.

Q. Have they all been paid for?—A. Not all, I think. Some of the men who purchased are behind with their payments. During the winter they were not able to keep up, but in the summer, when they got work, they paid very promptly.

By Mr. TYNER:

Q. Do you recollect a transaction with Mr. Manley, the superintendent of the normal school at Richmond, Virginia, by which about \$10,000 was transferred to him from the Barry Farm fund, for the aid of that school?—A. I do not think I remember much about it. I know of the transaction. That is the most I can say about it.

Q. Do you recollect whether or not, the trustees of the Barry Farm fund transferred to him \$10,000 in money or the bonds of the First Congregational society in this city?—A. I think we transferred the money, and he had his option to invest it in bonds.

Q. When you spoke of an investment of the Barry Farm fund to the amount of \$5,000 or \$10,000, had you reference to that transaction?—A. Yes.

Q. And that is the only part of the Barry Farm fund that you know of being invested in the First Congregational society's bonds?—A. That is all that came to my knowledge.

Q. I understand you to say that Mr. Manly had his option to take the money or the bonds?—A. Yes, sir.

Q. And that the investment in bonds was his own choice?—A. Yes, sir.

By Mr. ROGERS:

Q. Did you personally superintend any portion of this business—the selling of lots, &c.?—A. No, sir; only by having a general oversight. We had a person employed to attend to it. What I did was gratuitous.

Q. Have you any definite recollection as to whether the moneys for the purchase of these lots were paid over promptly or not?—A. I only know by the report which the treasurer made to us every month. He reported every one who had paid, every one who had partly paid, and every one who was delinquent.

Q. Did I understand you to say that you knew, personally, that this \$10,000 was paid over to Mr. Manley, and that then he purchased these Congregational church bonds?—A. I do not know about the purchase of the bonds. I know that the money was paid over. That is, I know that a receipt was given for the money. I did not pay the money. The treasurer paid it, and brought his receipt. I did not see the money paid.

Q. You only have the word of the treasurer, Mr. Elyans?—A. He was not the treasurer at all. I have the word of that gentleman, from Richmond, that he received the money.

Q. Have you had regular meetings of that board of trustees?—A. Yes, sir; not so frequent meetings lately, because the business is pretty much done; but during the first six or eight months we had regular monthly meetings.

Q. Can you not give a general idea of when your last meeting was, previous to the one at which that paper was presented?—A. I cannot tell precisely. The book which Mr. Elyans brought here shows every meeting we had, and what we did.

Q. You are not prepared to say at what time you were at a meeting previous to that meeting?—A. I cannot tell precisely. When Congress was in session we were in the habit of meeting very frequently; but when Congress is not in session I am at home in Kansas, and then we do not meet.

Q. Had you met, up to that last time, within six months?—A. Yes, sir; I think we had.

Q. At what time was this error discovered by you which caused this statement?—A. I knew nothing of it until it was reported to us by General Howard. I recollect the transaction perfectly well.

Q. When was it reported?—A. I did not know of it until about the date of this paper.

By Mr. HOAR:

Q. You regard the bonds of the First Congregational church as perfectly good?—A. Yes, sir. I am one of the trustees of that church, and if anybody does not want these bonds I will buy them and pay for them; they are good.

By Mr. McNEELY:

Q. I understood you to say that you suggested the purchase of the Barry farm.—A. Yes, sir; I urged it.

Q. Did you suggest to General Howard, for this same purpose, the purchase of any other real estate, before the Barry farm was purchased?—A. I would not say it exactly in that shape. I myself spent a good deal of time in looking up some place which we could buy without consulting General Howard, and without his knowledge, for I intended to buy it myself, and to do this same thing on my own hook.

Q. Did you suggest to General Howard the purchase of any other real estate except the Barry farm?—A. I do not think I did.

Q. Did he suggest to you the purchase of any other real estate than that farm, at any time before you bought that farm?—A. No, sir; nothing but the farm and those two blocks, which were purchased some time afterward.

By Mr. TYNER:

Q. Do you recollect General Howard discussing the matter with you in regard to consulting the Second Comptroller, Chief Justice Chase, and other persons, with reference to the legality of the use of this fund for the purchase of the Barry farm?—A. Yes, sir; that is a matter which we discussed several times. What I remember distinctly is this: General Howard, after we had decided to buy some land for these people to make homes for them, broached the question to me, whether, under the law, he had the right to do that. After consultation, it was agreed between us that he should take the opinion of Chief Justice Chase and the Second Comptroller, Doctor Brodhead, and, I think, Judge Fisher. Before anything was done these men were to be consulted, and if they approved of it and thought it could be done under the law, then we agreed to do it.

Q. Was such a consultation had, to your knowledge, either with the Chief Justice or with the Second Comptroller?—A. I myself consulted Doctor Brodhead without General Howard, and he, as I am informed, consulted the others. I consulted Doctor Brodhead for my own satisfaction.

Q. Did you communicate to General Howard the result of that consultation?—A. I think I did.

Q. What was it?—A. The purport of it was, that Doctor Brodhead thought General Howard had the right to do it, and that it would not be a violation of the law. We knew that these accounts had got to be passed upon, and that we could not use any money unless the accounts were passed by the accounting officers of the Treasury Department; and that if any voucher was given for which there was no law, it would not be allowed.

Q. I understand you to say that, in the opinion of the Second Comptroller, the investment was legal, and that you communicated that opinion to General Howard?—A. Yes, sir.

Q. Did you have a consultation with Chief Justice Chase?—A. Not about that second part of the subject. I did have a consultation with him about the philanthropic part of providing homes for these colored people; but about the legality of the transaction, I did not. The Chief Justice encouraged the idea of getting homes for the colored people.

Q. State whether you yourself expressed an opinion to General Howard as to his right to use the fund for that purpose.—A. I did. I told him I thought he had a right to do it; and after that I went up and consulted Doctor Brodhead.

By Mr. PERCE:

Q. The suggestion for the consultation with the Chief Justice and Second Comptroller came from General Howard?—A. Yes, sir. I took Doctor Brodhead's advice for my own satisfaction.

The question arose as to putting in evidence the paper from General Howard already inserted, Mr. McNeely objecting to it.

The question was taken, and the paper was admitted in evidence—ayes, 4, noes, 2.

Mr. KETCHUM. I also wish to introduce in evidence a number of extracts from the annual reports and orders of the Freedmen's Bureau.

Mr. McNEELY objected to the introduction of any extracts made by the counsel.

The committee, after discussion, decided that the full reports must be put in evidence or nothing.

Mr. KETCHUM thereupon introduced in evidence the reports of the Commissioner of the Freedmen's Bureau, dated as follows: November 1, 1866; December 2, 1867; October 14, 1868; and October 20, 1869.

Mr. McNEELY objected to the introduction of the reports as evidence.

Mr. TOWNSEND. Were they printed by government authority?

The CHAIRMAN stated that they were.

Mr. TOWNSEND. Then they are as much evidence as the United States Statutes at Large.

Mr. ROGERS. I move that the United States Statutes at Large be put in as evidence.

Mr. TOWNSEND. Certainly, sir; so far as they contain anything bearing upon this case.

After some discussion Mr. Rogers withdrew his motion with reference to the Statutes at Large, and a vote of the committee was taken on the admission of the annual reports named by Mr. Ketchum, which resulted in favor of their admission.

Mr. KETCHUM. I now wish to introduce two reports from the general superintendent of schools of the Bureau of Refugees, Freedmen and Abandoned Lands, dated respectively January 1, 1869, and July 1, 1869.

Mr. MCNEELY objected to their introduction as evidence. A vote of the committee was taken, resulting in favor of their introduction.

Mr. KETCHUM. I now offer the report of Hon. T. D. Elliott, chairman of the Committee of Freedmen's Affairs in the House of Representatives, dated March 10, 1867.

Mr. MCNEELY objected.

Finally, the report was laid before the committee for them to make such use of as it might see fit.

WASHINGTON, D. C., June 8, 1870.

Mr. KETCHUM stated that a telegram had been sent in pursuit of General Sprague, but no answer had been returned; it had been impossible to find him. Mr. Ketchum offered in evidence the report of John T. Sprague, assistant commissioner of the Freedmen's Bureau for the district of Florida, and requested the following paragraph inserted in the report of the evidence:

"COLONIZATION.—The colonization of the freed people by themselves, in large numbers, so far as the experiment has been tried in Florida, has proved a failure. General Ely's colony, the only one of any magnitude brought to the State within the year, through want of discipline and general mismanagement, barely held together for the period of three months. No effort was spared by the bureau to give the scheme a thorough trial. Soon after the colony arrived at New Smyrna, the point of its destination, rations were furnished, and a competent bureau officer placed in charge. Already the predatory disposition of the men had filled the adjoining country with alarm; no cattle or hogs were secure for miles around; and the colony seemed in a fair way for a speedy relapse into a state of barbarism. So long as the government would supply rations there was little or no disposition to work; and it was only after the utter impracticability of the scheme became manifest that the colony was permitted to dissipate itself through the adjacent country, the able men and women, for the most part, obtaining good contracts for plantation labor in the counties of Marion, Sumpter, and Orange. Many of the old, infirm, and children were left on the original site of the colony. These continued a charge upon the bureau until a recent date. Few of them now remain, and those are mostly actual settlers, who have industriously cultivated their lands from the beginning."

Mr. MCNEELY requested to have the following extract from the same report spread upon the record:

"FREEDMEN'S SAVINGS AND TRUST COMPANY.—Two branches of this company are located in Florida; one in Jacksonville, the other at Tallahassee. They are both in a flourishing condition, and believed to be capable of self-support. The rental of their respective offices is paid by the bureau, in compliance with orders received in May last. The influence of this institution upon the freed people is believed to be beneficial in the highest degree.

"The depositions of the past year in the Jacksonville branch are reported at \$63,621 75; Tallahassee branch, \$19,231 84. Total in the State, \$82,903 59."

Mr. KETCHUM stated that he wished to offer in evidence a letter from the bureau, informing General Sprague that General Ely was no longer an officer of the bureau.

Mr. ROGERS objected.

The objection was overruled, and the letter admitted.

"WAR DEPARTMENT, BUREAU OF REFUGEES,

"FREEDMEN AND ABANDONED LANDS,

"Washington City, January 25, 1867.

"COLONEL: In reply to your communication of the 14th instant, inclosing letter from General Ralph Ely, the Commissioner directs me to inform you that medical attendance for the freed people referred to has already been provided. He is of opinion that the colony will have to obtain places to live in before they can wisely commence the building of school-houses. General Ely is not an agent of this bureau. General Howard wishes one of your own agents to inform himself of the conduct and condition of General Ely's colony, to report to you fully upon the same, and to see that the freed people are properly protected and cared for.

"A bureau agent of General Scott's, it is supposed, has accompanied the expedition. He will be instructed to direct that agent to report to you on his arrival in Florida.

"Very respectfully, your obedient servant,

"A. P. KETCHUM,
"Acting Assistant Adjutant General."

"Official copy :

"E. WHITTLESEY,
"Acting Assistant Adjutant General."

"Colonel JOHN J. SPRAGUE,
"Assistant Commissioner, Tallahassee, Florida."

Mr. KETCHUM offered in evidence an official copy of the order from the War Department discharging General Ralph Ely from the service.

Mr. ROGERS objected, but withdrew his objection, and the document was admitted in evidence by unanimous consent.

["Special Orders, No. 237.—Extract.]

"WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
"Washington, May 19, 1866.

* * * * *
"14. Brevet Brigadier General Ralph Ely, lieutenant colonel Eighth Michigan volunteers, is hereby mustered out and honorably discharged the service of the United States, on account of his services being no longer required, he having been retained in service after the muster-out of his command by special authority of the War Department. He will receive no final payments until he shall have satisfied the Pay Department that he is not indebted to the government."
* * * * *

"By order of the Secretary of War :

"E. D. TOWNSEND,
"Assistant Adjutant General."

"Official :

"E. D. TOWNSEND,
"Assistant Adjutant General."

"Official copy :

"E. WHITTLESEY,
"Acting Assistant Adjutant General."

WASHINGTON, D. C., June 8, 1870.

Mr. KETCHUM introduced in evidence the following documents :

Deed of release—Congregational church property.

This indenture made this second day of September, in the year of our Lord one thousand eight hundred and sixty-nine, by and between James Towles, of the city of Washington and District of Columbia, of the first part, and Oliver O. Howard, of the same place of the second part.

Whereas the said Oliver O. Howard, by his deed of indenture duly made and executed, bearing date on or about the twenty-second day of August, in the year of our Lord eighteen hundred and sixty-six, did grant and convey to the said James Towles, and to his heirs and assigns, all the following pieces and parcels of ground—lots numbered severally sixteen, (16,) seventeen, (17,) and eighteen, (18,) in square numbered three hundred and seventy-five, (375;) also, beginning on the line of Tenth street west, in said city, at a point ninety (90) feet four (4) inches from the southwest corner of said square three hundred and seventy-five, (375;) thence north, with the line of said Tenth street, sixty-seven (67) feet and nine (9) inches; thence east one hundred (100) feet; thence south sixty-seven (67) feet and nine inches; thence west one hundred (100) feet to the place of beginning; the same lying and being situate in the city of Washington and District of Columbia, as will appear by the original plat of said city, on file among the land records of said District, in trust, to secure Joshua Francis Fisher the sum of eight thousand six hundred and sixty-two (8662) dollars, as by reference to said deed of indenture, duly recorded in Liber R. M. H., No. 19, fol. 77, land records of Washington County, in said District, will more fully and at large appear.

And whereas the said debt, with interest and costs, has been fully paid and discharged to the said Joshua Francis Fisher, and the purposes for which said trust was created have, therefore, ceased and determined, and the said Oliver O. Howard is entitled in law to a reconveyance of the premises free and discharged of and from the said trusts as aforesaid, and as fully as if said deed had not been made.

Now, this indenture witnesseth that, for and in consideration of the premises, and of the sum of one dollar to him, the said party of the first part, in hand paid by the said party of the second part at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said party of the first part, has granted, bargained, and sold, conveyed, released, and assigned, and by these presents doth grant, bargain, and sell, convey, release, and assign, all and singular the aforementioned premises, with the appurtenances, and every part and parcel thereof, as fully and entirely as the same now are, in law or equity, vested and standing in the said party of the first part, by or under the said in-part-recited deed, unto him, the said party of the second part, his heirs and assigns, forever; to have and to hold the same, in every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever, to his and their only proper use, benefit, and behoof forever, free, clear, and forever discharged of and from all and every right, title, interest, and trust now existing in said party of the first part, by or under the said conveyance as aforesaid.

In witness whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

[SEAL.]

JAMES TOWLES, *Trustee*.

Signed, sealed, and delivered (having first been duly stamped) in the presence of—
EDM. F. BROWN.

DISTRICT OF COLUMBIA, *County of Washington, to wit:*

I, Edmund F. Brown, a notary public, do hereby certify that James Towles, party to a certain deed bearing date on the 2d day of September, in the year of our Lord 1869, and hereto annexed, personally appeared before me in my county and district aforesaid, the said James Towles being personally known to me to be the identical person who executed the said deed, and acknowledged the same to be his act and deed.

Given under my hand and notarial seal this 2d day of September, A. D. 1869.

EDM. F. BROWN,

Notary Public.

Deed.—Square 1025.

MOSES KELLY *et ux.* }
to } Recorded June 22, 1867.
FREDERICK W. JONES. }

This indenture, made this twentieth day of June, in the year of our Lord eighteen hundred and sixty-seven, by and between Moses Kelly and Mary W. Kelly, his wife, of the first part, and Frederick W. Jones, of the second part, all of the city and county of Washington, in the District of Columbia, witnesseth, that the said parties of the first part, for and in consideration of the sum of one thousand five hundred (\$1,500) dollars to them in hand paid by the said Frederick W. Jones at the ensembling and before the delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, aliened, enfeoffed, conveyed, and confirmed, and do by these presents grant, bargain, and sell, alien, enfeoff, convey, and confirm, unto the said Frederick W. Jones, his heirs and assigns, forever, all those certain parcels of ground and premises lying and situate in said city of Washington and known and designated upon the public plats and plan of said city on file in the surveyor's office as, and being, lots numbered one (1,) two (2,) three (3,) four (4,) five (5,) six (6,) seven (7,) eight (8,) nine (9,) ten (10,) eleven (11,) twelve (12,) thirteen (13,) fourteen (14,) fifteen (15,) sixteen (16,) seventeen (17,) eighteen (18,) nineteen (19,) twenty (20,) twenty-one (21,) twenty-two (22,) twenty-three (23,) twenty-four (24,) twenty-five (25,) twenty-six (26,) twenty-seven (27,) twenty-eight (28,) twenty-nine (29,) thirty (30,) thirty-one (31,) thirty-two (32,) thirty-three (33,) thirty-four (34,) thirty-five (35,) thirty-six (36,) thirty-seven (37,) thirty-eight (38,) thirty-nine (39,) forty (40,) forty-one (41,) forty-two (42,) forty-three (43,) forty-four (44,) forty-five (45,) forty-six (46,) forty-seven (47,) forty-eight (48,) forty-nine (49,) fifty (50,) fifty-one (51,) fifty-two (52,) fifty-three (53,) fifty-four (54,) fifty-five (55,) fifty-six (56,) fifty-seven (57,) fifty-eight (58,) fifty-nine (59,) sixty (60,) sixty-one (61,) sixty-two (62,) sixty-three (63,) sixty-four (64,) sixty-five (65,) sixty-six (66,) sixty-seven (67,) sixty-eight (68,) sixty-nine (69,) seventy (70,) seventy-one (71,) seventy-two (72,) seventy-three (73,) seventy-four (74,) seventy-five (75,) seventy-six (76,) seventy-seven (77,) seventy-eight (78,) seventy-nine (79,) eighty (80,) eighty-one (81,) eighty-two (82,) eighty-three (83,) eighty-four (84,) eighty-five (85,) eighty-six (86,) eighty-seven (87,) ninety (88,) ninety-one (89,) ninety-two (90,) ninety-three (91,) ninety-four (92,) ninety-five (93,) ninety-six (94,) ninety-seven (95,) ninety-eight (96,) ninety-nine (97,) one hundred (98,) one hundred and one (99,) one hundred and two (100,) one hundred and three (101,) one hundred and four (102,) one hundred and five (103,) one hundred and six (104,) one hundred and seven (105,) one hundred and eight (106,) one hundred and nine (107,) one hundred and ten (108,) one hundred and eleven (109,) one hundred and twelve (110,) one hundred and thirteen (111,) one hundred and fourteen (112,) one hundred and fifteen (113,) one hundred and sixteen (114,) one hundred and seventeen (115,) one hundred and eighteen (116,) one hundred and nineteen (117,) one hundred and twenty (118,) one hundred and twenty-one (119,) one hundred and twenty-two (120,) one hundred and twenty-three (121,) one hundred and twenty-four (122,) one hundred and twenty-five (123,) one hundred and twenty-six (124,) one hundred and twenty-seven (125,) one hundred and twenty-eight (126,) one hundred and twenty-nine (127,) one hundred and thirty (128,) one hundred and thirty-one (129,) one hundred and thirty-two (130,) one hundred and thirty-three (131,) one hundred and thirty-four (132,) one hundred and thirty-five (133,) one hundred and thirty-six (134,) one hundred and thirty-seven (135,) one hundred and thirty-eight (136,) one hundred and thirty-nine (137,) one hundred and forty (138,) one hundred and forty-one (139,) one hundred and forty-two (140,) one hundred and forty-three (141,) one hundred and forty-four (142,) one hundred and forty-five (143,) one hundred and forty-six (144,) one hundred and forty-seven (145,) one hundred and forty-eight (146,) one hundred and forty-nine (147,) one hundred and fifty (148,) one hundred and fifty-one (149,) one hundred and fifty-two (150,) one hundred and fifty-three (151,) one hundred and fifty-four (152,) one hundred and fifty-five (153,) one hundred and fifty-six (154,) one hundred and fifty-seven (155,) one hundred and fifty-eight (156,) one hundred and fifty-nine (157,) one hundred and sixty (158,) one hundred and sixty-one (159,) one hundred and sixty-two (160,) one hundred and sixty-three (161,) one hundred and sixty-four (162,) one hundred and sixty-five (163,) one hundred and sixty-six (164,) one hundred and sixty-seven (165,) one hundred and sixty-eight (166,) one hundred and sixty-nine (167,) one hundred and seventy (168,) one hundred and seventy-one (169,) one hundred and seventy-two (170,) one hundred and seventy-three (171,) one hundred and seventy-four (172,) one hundred and seventy-five (173,) one hundred and seventy-six (174,) one hundred and seventy-seven (175,) one hundred and seventy-eight (176,) one hundred and seventy-nine (177,) one hundred and eighty (178,) one hundred and eighty-one (179,) one hundred and eighty-two (180,) one hundred and eighty-three (181,) one hundred and eighty-four (182,) one hundred and eighty-five (183,) one hundred and eighty-six (184,) one hundred and eighty-seven (185,) one hundred and eighty-eight (186,) one hundred and eighty-nine (187,) one hundred and ninety (188,) one hundred and ninety-one (189,) one hundred and ninety-two (190,) one hundred and ninety-three (191,) one hundred and ninety-four (192,) one hundred and ninety-five (193,) one hundred and ninety-six (194,) one hundred and ninety-seven (195,) one hundred and ninety-eight (196,) one hundred and ninety-nine (197,) two hundred (198,) two hundred and one (199,) two hundred and two (200),

and nine (109,) one hundred and ten (110,) one hundred and eleven (111,) and one hundred and twelve (112,) (or lots 1 to 87 inclusive, 90, 91, and 94 to 112 inclusive,) in the subdivision made on the 20th of September, A. D. 1866, by the said Moses Kelly, of the square numbered one thousand and twenty-five, (square 1025,) with the appurtenances, to have and to hold said ground and premises, with the appurtenances, as before described, unto and to the use of the said Frederick W. Jones, his heirs and assigns, forever.

In witness whereof the said parties hereto of the first part have hereto set their hands and seals the day and year first hereinbefore written.

MOSES KELLY. [SEAL.]
 MARY W. KELLY. [SEAL.]

Signed, sealed, and delivered in presence of— [§1 50 stamp.]
 J. F. CALLAN.

DISTRICT OF COLUMBIA, *County of Washington, to wit:*

I, John F. Callan, a notary public in and for said county and district, duly appointed, qualified, and acting in said office, do hereby certify that Moses Kelly, party to a certain deed bearing date the 20th day of June, A. D. 1867, and hereto annexed, personally appeared before me in my county aforesaid, (the said Moses Kelly being personally well known to me to be the person named in and who executed the said deed,) and then and there the said Moses Kelly acknowledged the same to be his act and deed.

Given under my hand and notarial seal this 4th day of June, A. D. 1867.
 [SEAL.] JOHN F. CALLAN,
**Notary Public.*

Deed.—Square 1025.

FREDERICK W. JONES *et ux.* }
 to } Recorded July 13, 1867.
 OLIVER O. HOWARD. }

This indenture, made the eighth day of July, in the year of our Lord eighteen hundred and sixty-seven, and between Frederick W. Jones and Francis M. Jones, his wife, of the county of Washington and District of Columbia, of the first part, and Oliver O. Howard, of the city of Washington, in the said county and district, of the second part, witnesseth, that the said parties hereto of the first part, for and in consideration of the sum of ten thousand eight hundred and seventy-six and 05/100 dollars (\$10,876 05) lawful money to them in hand paid by the said Oliver O. Howard at the onsealing and before the delivery of these presents, (the receipt whereof is hereby acknowledged,) have granted, bargained, and sold, aliened, enfeoffed, conveyed, and confirmed, and do hereby grant, bargain, and sell, alien, enfeoff, convey, and confirm, unto the said Oliver O. Howard, his heirs and assigns, forever, all those certain pieces or parcels of ground and premises lying and situate in the said city of Washington, and upon the public plats and plan of said city as being lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, and 112, being lots numbered from one (1) to thirty-two (32) inclusive, and lots thirty-five (35) to one hundred and twelve (112) inclusive, in square numbered one thousand and twenty-five, (1025,) according to the subdivision thereof made by Moses Kelly on the 20th day of September, A. D. 1866, and duly recorded in the office of the surveyor of said city, together with all and singular the buildings, improvements, rights, privileges, and hereditaments to the same belonging or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the estate, right, title, and interest, both legal and equitable, of them the said parties of the first part therein and thereto, to have and to hold the said described and granted ground and premises, and every part thereof, unto and to the use of the said Oliver O. Howard, his heirs and assigns, forever.

In witness whereof the said parties hereto of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

F. W. JONES. [SEAL.]
 FRANCIS M. JONES. [SEAL.]

Signed, sealed, and delivered in presence of—
 CHARLES D. WELCH.

* The above deed was accompanied by the usual acknowledgment.

And the said Frederick W. Jones, for himself and his heirs, executors, and administrators, hereby covenants, promises, and agrees to and with the said Oliver O. Howard, his heirs and assigns, the said granted and described grounds and premises to warrant and forever defend the said Oliver O. Howard, his heirs and assigns, from and against the claims and demands of all persons whomsoever claiming or who may claim the same by, under, or through him, the said Frederick W. Jones, or his heirs, or either or any of them.

F. W. JONES. [SEAL.]

Witness:

A. K. BROWN.*

Deed of release.—Square 1025.

This indenture, made this thirty-first day of December, in the year of our Lord eighteen hundred and sixty-eight, by and between Frederick W. Jones, of the first part, and Oliver O. Howard, of the second part, both of the city and county of Washington and District of Columbia, witnesseth: Whereas, by deed bearing date the 9th day of July, A. D. 1867, and recorded among the land records for said county in Liber E. C. E., No. 10, at folio 460 *et seq.*, the said Oliver O. Howard did grant and convey unto the said Frederick W. Jones all those certain lots of ground and premises lying and situate in said city, and known upon the public plats and plan of said city as, and being, the lots numbered from one (1) to thirty-two (32) inclusive, and from thirty-five (35) to one hundred and twelve (112) inclusive, in the subdivision made by Moses Kelly of square numbered one thousand and twenty-five, (1025,) being the whole square except lots numbered thirty-three (33) and thirty-four (34) in said subdivision, in trust, to secure the payment to Moses Kelly of certain promissory notes in said deed described, as by reference to the said deed, the same being hereby made and had, will more fully and at large appear; and whereas the said notes have all been fully paid in advance as to a portion of their maturity, in evidence whereof the said Moses Kelly sets his hand and seal at the foot of these presents, and, by reason of the premises, the said Oliver O. Howard is now entitled to a release and reconveyance of said lots of ground, free and discharged from the trusts created by said deed, and as fully as if said deed had not been made: Now, therefore, this indenture further witnesseth that the said Frederick W. Jones, for and in consideration of the premises and the sum of five dollars to him in hand paid by the said Oliver O. Howard at the ensembling and before the delivery hereof, (the receipt of which is hereby acknowledged,) hath granted, remised, released, and confirmed, and doth hereby grant, remise, release, convey, and confirm unto the said Oliver O. Howard, his heirs and assigns, forever, all and singular the lots and parcels of ground and premises hereinbefore designated and described, together with the appurtenances to the same belonging, to have and to hold the same, unto the said Oliver O. Howard, his heirs and assigns, forever, to his and their only proper use, benefit, and behoof.

In testimony of all which, the said Frederick W. Jones hath hereto set his hand and seal the day and year first hereinbefore written.

F. W. JONES, [SEAL.]

Trustee.

MOSES KELLY.

Signed, sealed, and delivered in presence of—

M. V. BUCKEY.

DISTRICT OF COLUMBIA, *County of Washington, to wit:*

I, Matthias V. Buckey, a justice of the peace in and for said county and district, do hereby certify that Frederick W. Jones, party to a certain deed bearing date the 31st day of December, A. D. 1868, and hereto annexed, personally appeared before me in my county aforesaid, (the said Frederick W. Jones being personally well known to me as the person named in and who executed the said deed,) and then and there the said Frederick W. Jones acknowledged the same to be his act and deed.

Given under my hand and seal notarial this 7th day of June, A. D. 1870.

M. V. BUCKEY, J. P. [SEAL.]

Deed.—Part of square 1025 and square south of 1025.

OLIVER O. HOWARD }
to } Recorded October 3, 1868.
DANIEL L. EATON *et al.* }

This indenture, made this thirtieth day of September, in the year of our Lord one thousand eight hundred and sixty-eight, between Oliver O. Howard and Elizabeth

* The above deed was accompanied by the usual acknowledgment.

A. Howard, his wife, of the city of Washington, in the District of Columbia, of the first part, and Daniel L. Eaton, Eliphalet Whittlesey, John W. Alvord, Charles H. Howard, John Kimball, Dwight H. Bliss, and Henry B. Searle, of the second part, witnesseth : That the said Oliver O. Howard and Elizabeth A. Howard, for and in consideration of the sum of five thousand dollars, (\$5,000,) current money of the United States, to him in hand paid, at and before the sealing and delivery of these presents by the said parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain, and sell, enfeoff, convey, release, and confirm, unto the said Daniel L. Eaton, Eliphalet Whittlesey, John W. Alvord, Charles H. Howard, John Kimball, Dwight H. Bliss, and Henry B. Searle, their heirs and assigns, forever, all that ground designated as square south of square numbered one thousand and twenty-five, (1025,) in the plan of the city of Washington, District of Columbia, being the same ground conveyed by N. Michler, major of United States Engineers, in charge of public buildings, grounds, and works, to the said Oliver O. Howard, by deed dated the twenty-second day of January, A. D. eighteen hundred and sixty-eight.

Also, all that part of square numbered one thousand twenty-five, (1025,) in the plan of the city of Washington, described as follows, to wit : Beginning at the southwest corner of said square, thence northerly, along the line of Twelfth street, one hundred and ninety-three feet nine and three-quarter inches ; thence easterly, by a line parallel to N street south, to an intersection with the west line of Thirteenth street ; thence southerly along the line of Thirteenth street to its intersection with N street south ; thence westerly along the line of N street south to the place of beginning. Together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of him, the said Oliver O. Howard, in and to the same. To have and to hold the said real estate and premises, with the appurtenances, unto them, the said parties of the second part, their heirs and assigns forever, to them and their sole use, benefit, and behoof, forever.

And the said Oliver O. Howard, for himself, his heirs, executors, and administrators, by these presents covenants, promises, and agrees to and with the said parties of the second part, their heirs and assigns, in manner following, to wit : That he, the said Oliver O. Howard and his heirs shall and will warrant and forever defend the said real estate and premises, with the appurtenances, hereby bargained and sold unto them, the said parties of the second part, their heirs and assigns, from and against him, the said Oliver O. Howard, his heirs and assigns, and all persons claiming or who may claim, by, under, or through him, them, or any of them.

And further, that he, the said Oliver O. Howard and his heirs shall and will, at any and all times hereafter, at the request and cost of the said parties of the second part, their heirs and assigns, make and execute any and every other deed of assurance in law for the more sure and effectual conveyance of the said real estate and premises, with the appurtenances, to the said parties of the second part, their heirs and assigns, that the said parties of the second part, their heirs and assigns, or their counsel learned in the law, shall or may devise, advise, or require.

In testimony whereof the said Oliver O. Howard and E. A. Howard have herenuto set their hands and affixed their seals the day and year first hereinbefore written.

O. O. HOWARD. [SEAL.]
E. A. HOWARD. [SEAL.]

Signed, sealed, and delivered, (having first been duly stamped), in the presence of—

* N. CALLAN.

[Stamp, \$5 00.]

Deed.—Part of square 1025.

OLIVER O. HOWARD
to
ST. AUGUSTINE NORMAL SCHOOL AND COLLEGIATE INSTITUTE of Raleigh, N. C. } Recorded October 3, 1863.

This indenture, made this thirtieth day of September, in the year of our Lord one thousand eight hundred and sixty-eight, between Oliver O. Howard and Elizabeth A. Howard, his wife, of the city of Washington, in the District of Columbia, of the first part, and the St. Augustine Normal School and Collegiate Institute of Raleigh, North Carolina, of the second part, witnesseth : That the said Oliver O. Howard and Elizabeth A. Howard, his wife, for and in consideration of the sum of eight thousand four hundred and sixty-one dollars and seventy-five cents, (\$8,461 75,) current money

* The foregoing deed was accompanied with the usual acknowledgment.

of the United States, to them in hand paid, at and before the sealing and delivery of these presents by the said St. Augustine Normal School and Collegiate Institute, the receipt of which is hereby acknowledged, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain, and sell, enfeoff, convey, release, and confirm, unto the said St. Augustine Normal School and Collegiate Institute, its trustees and their successors in office, forever, all that ground in the city of Washington, District of Columbia, described as follows:

Beginning at the northwest corner of square numbered one thousand and twenty-five (1025) in the plan of said city; thence easterly along the line of M street south to an intersection with the south line of Virginia avenue; thence along the south line of Virginia avenue to an intersection with the west line of Thirteenth street; thence southerly, along the west line of Thirteenth street, three hundred and twenty-two feet two and one-fourth inches, to land of D. L. Eaton and others; thence, by a line parallel to N street south, westerly to an intersection with the east line of Twelfth street; thence northerly along the east line of Twelfth street to the place of beginning; containing one hundred and sixty-nine thousand two hundred and thirty-five (169,235) square feet, more or less; together with the buildings, improvements, rights, privileges, appurtenances, and other hereditaments to the same belonging or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, and estate of him, the said Oliver O. Howard, in and to the same. To have and to hold the said real estate and premises, with the appurtenances, unto the said St. Augustine Normal School and Collegiate Institute, its trustees and their successors in office, forever, to them and their sole use, benefit, and behoof forever.

And the said Oliver O. Howard, for himself, his heirs, executors, and administrators, by these presents covenants, promises, and agrees to and with the said St. Augustine Normal School and Collegiate Institute, its trustees, and their successors in office, in manner following, to wit: That he, the said Oliver O. Howard, and his heirs, shall and will warrant and forever defend the said real estate and premises, with the appurtenances, hereby bargained and sold, unto the said St. Augustine Normal School and Collegiate Institute, its trustees and their successors in office, from and against him, the said Oliver O. Howard, his heirs and assigns, and all persons claiming, or who may claim, by, under, or through him, them, or any of them.

And further, that the said Oliver O. Howard and his heirs shall and will, at any and at all times hereafter, at the request and cost of the said St. Augustine Normal School and Collegiate Institute, its trustees and their successors in office, make and execute any and every other deed of assurance in law for the more sure and effectual conveyance of the said real estate and premises, with the appurtenances, to the said St. Augustine Normal School and Collegiate Institute, its trustees and their successors in office, that the said St. Augustine Normal School and Collegiate Institute, its trustees and their successors in office, or their counsel learned in the law, shall or may devise, advise, or require.

In testimony whereof the said ———— has hereunto set ———— hand and affixed ———— seal, the day and year first hereinbefore written.

O. O. HOWARD. [SEAL.]

E. A. HOWARD. [SEAL.]

Signed, sealed, and delivered (having first been duly stamped) in presence of—

* N. CALLAN.

[Stamp, \$8 50, affixed.]

Deed of trust.—Lot 3, square 40.

YOUNG MEN'S CHRISTIAN ASSOCIATION

to
O. O. HOWARD.

} Recorded November 13, 1868.

This indenture, made this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and sixty-eight, between the Young Men's Christian Association, of the city of Washington, in the District of Columbia, parties of the first part, and Major General O. O. Howard, U. S. A., Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, party of the second part, witnesseth: That the said party of the second part, for and in consideration of the sum of two thousand dollars, lawful money, unto them in hand well and truly paid by the said party of the second part, at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, and confirmed, and by these presents do grant, bargain, sell, alien, release, and confirm, unto the said party of the second part, his heirs and assigns, all that certain piece or parcel of ground, and the buildings and improvements thereon erected, situate and being in the city of Washington, in the District of Columbia, and known and designated as the west part of lot

* The foregoing deed was accompanied with the usual acknowledgment.

numbered three, (3,) in square numbered forty, (40,) fronting twenty-eight (28) feet on I street north, and running back of that width with the west line of said lot fifty-six (56) feet, to the rear line of that part of said lot; being the same premises which Benjamin H. Stinemetz and Irene V., his wife, by indenture dated the 1st day of October, A. D. 1866, recorded in Liber R. M. H., No. 27, folio 492, *et seq.*, of the land records for Washington County, D. C., granted and conveyed unto Benjamin Stinemetz and others, incorporators of the Young Men's Christian Association of the city of Washington, in fee. In trust, nevertheless, for the said association, and for the sole use, benefit, and behoof thereof forever.

And at a meeting of the board of managers of the Young Men's Christian Association of the city of Washington, held on the 17th day of October, A. D. 1868, the following resolution was adopted:

Resolved, That A. K. Browne, C. H. Howard, and John A. Cole, a previously appointed committee, be authorized to dispose of the mission school-building and lot situated on I street north, in the First ward of Washington City, belonging to the association, to General O. O. Howard, Commissioner, &c., for the sum of \$2,000, giving a deed for the same: *Provided*, That the proceeds thereof be reinvested within two years from date of sale in a permanent form for the promotion of the work of the association.

Together with all and singular the buildings, improvements, rights, privileges, and appurtenances to the same belonging; and also all the estate, right, title, and interest, legal and equitable, of the said parties to these presents of the first part therein and thereto.

To have and to hold the said piece or parcel of ground, and the buildings thereon erected, above-described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Major General O. O. Howard, U. S. A., Commissioner, &c., and to his heirs and assigns, to and for his and their own proper use and behoof forever.

In trust, nevertheless, for the fund for educational purposes relating to the education of refugees and freedmen.

In witness whereof the said parties of the first part have hereunto caused their corporate seal to be affixed, and these presents to be subscribed by their ——— the day and year first above written.

JOHN A. COLE,
Acting President.

A. K. BROWNE,
Secretary Young Men's Christian Association.

Sealed and delivered in presence of—
* CHARLES WALTER.

[SEAL OF Y. M. C. A.]

Deed of trust.—Lots in squares 40 and 110.

GENERAL O. O. HOWARD }
to
EDMUND TURNEY, *et al.* }

This indenture, made this ninth day of March, in the year one thousand eight hundred and seventy, between Bvt. Maj. General Oliver O. Howard, U. S. A., Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, of the first part, and Joseph C. Lewis, Edmund Turney, Charles H. Morse, John S. Poler, and William F. Nelson, of the city of Washington, in the District of Columbia, trustees of the second part, witnesseth, that the said party of the first part, in consideration of the sum of one dollar to him paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces, or parcels of land situate, lying, and being in the first ward of the city of Washington, in the District of Columbia, known and described as follows: Lots numbered forty-one, (41,) forty-two, (42,) forty-three, (43,) and forty-four, (44,) in square numbered one hundred and ten, (110,) according to Hopkins's subdivision of said square, duly recorded in the surveyor's office of said city, being the same land conveyed to the said party of the first part by Elliston P. Morris, *et al.*, trustees, by deed, bearing date the twenty-second day of February, 1868, and now of record in the register's office of said city in Liber E C E, No. 31, at page 132; also, the west part of lot numbered three, (3,) in square numbered forty, (40,) fronting twenty-eight (28) feet on I street north, and running back of that width with the west line of said lot fifty-six (56) feet to the rear line of that part of said lot, being the same land conveyed to the said party of the first part by the Young Men's Christian Association of the city of Washington, D. C., by deed bearing date the twenty-eighth day of October, 1868, which deed is now of record in the registry office aforesaid in Liber D,

* The foregoing deed was accompanied with the usual acknowledgment.

No. 3, at page 420. To have and to hold all and singular the above granted premises, together with the appurtenances and every part thereof, unto the said parties of the second part, their heirs and assigns forever, in fee in trust, nevertheless, for educational purposes; that is to say, upon trust to use the same, and the rents, issues, and profits thereof, and the proceeds of the sale thereof, in case the same should be sold for the benefit of the National Theological Institute and University, a corporation located in the District of Columbia, created by and existing under the laws of the United States, and specially for the benefit of refugees and freedmen now being, and hereafter to be, educated thereat.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

O. O. HOWARD, [SEAL.]

Brevet Major General United States Army,

Commissioner Bureau of Refugees, Freedmen and Abandoned Lands.

Signed, sealed and delivered in presence of—

J. W. ALYORD.

* EDWIN TURNER.

[Rev. stamp, §6.]

Transfer.—Lots in squares 40 and 110.

Know all men by these presents that I, Brevet Major General O. O. Howard, U. S. A., Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, for and on behalf of the United States of America, party of the first part, by authority of the Secretary of War, do hereby surrender and transfer to Joseph C. Lewis, Edmund Turney, Charles H. Morse, John S. Poler, and William F. Nelson, trustees, party of the second part, (subject to the conditions hereinafter stated,) the buildings erected for educational purposes by the Bureau of Refugees, Freedmen and Abandoned Lands, or carried on the property returns of the said bureau, on certain real estate situated in the city of Washington, District of Columbia, owned by said trustees and held by them for the benefit of the National Theological Institute and University, and described as follows, viz: All those certain pieces or parcels of land situate, lying, and being in the first ward of the city of Washington, in the District of Columbia, known and described as lots No. 41, 42, 43, and 44, in square No. 110, according to Hopkins's subdivision of said square, duly recorded in the surveyor's office of said city; also, the west part of lot No. 3, in square No. 40, fronting 28 feet on I street north, and running back of that width with the west line of said lot 56 feet to the rear line of that part of said lot.

The buildings intended to be transferred to the trustees above named are described on the property papers of Brevet Lieutenant Colonel J. M. Brown, chief quartermaster Bureau Refugees, Freedmen and Abandoned Lands, as follows: "I street, between Twenty-third and Twenty-fourth, one frame building 26½ by 56½, one story; square 110, Nineteenth and R streets, one frame building 40 by 60, two stories."

This conveyance is made on the express condition that the building above described, or the proceeds of the rental or sale thereof, shall be perpetually devoted to educational purposes, and that pupils shall never be excluded therefrom, or from the benefits arising from the rental or sale thereof, on account of race or previous condition of servitude.

And the said Joseph C. Lewis, Edmund Turney, Charles H. Morse, John S. Poler, and William F. Nelson, trustees as aforesaid, do hereby accept such building on the conditions above stated, and do guarantee the use thereof, or of the proceeds of the rental or sale thereof, for the purposes stated in said conditions.

In witness whereof, the said party of the first and second parts have hereunto set their hands and seals this 11th day of March, A. D. 1870.

[SEAL.]

O. O. HOWARD,
Brevet Major General U. S. A., Commissioner Bureau R., F. and A. L.

JOSEPH C. LEWIS.

EDMUND TURNEY.

CHARLES H. MORSE.

JOHN S. POLER.

WILLIAM F. NELSON.

In presence of—

HENRY M. WHITTLESEY.

Attest to Mr. Morse's signature—

A. COOK.

Attest to signatures of Joseph C. Lewis, Edmund Turney, John S. Poler, and William F. Nelson—

E. J. KNOWLES.

The foregoing deed was accompanied with the usual acknowledgment.

* The foregoing deed was accompanied with the usual acknowledgment.

Decd.—Smith Farm.

JOHN A. SMITH *et ux* }
 to } Recorded May 29, 1869.
 HOWARD UNIVERSITY. }

This indenture, made this twenty-fifth day of May, in the year of our Lord one thousand eight hundred and sixty-seven, between John A. Smith and Sally Smith, his wife, of the city of Washington, D. C., parties of the first part, and Howard University, a body politic and corporate under an act of Congress entitled an act to incorporate the Howard University, in the District of Columbia, approved March second, one thousand eight hundred and sixty-seven, party of the second part, witnesseth, that the said parties of the first part, for and in consideration of the sum of one hundred and forty-seven thousand five hundred dollars, (\$147,500,) current money of the United States, to them in hand paid at and before the ensembling and delivery of these presents by the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, and sold, enfeoffed, conveyed, released, and confirmed, and by these presents do grant, bargain, and sell, enfeoff, convey, release, and confirm, unto the said party of the second part, its successors and assigns forever, all that tract and messuage of land lying and being situate in the county of Washington and District of Columbia, lying east of the Washington and Rockville turnpike, and north of the boundary line of the city of Washington, being the farm on that part of the ancient demise of "Mount Pleasant," known as Ellingham, and bounded and described as follows: Beginning at a bound stone on the east side of said farm of Ellingham, marked "Beg P. D. 1793;" thence with magnetic variation $1\frac{1}{2}^{\circ}$ west, north one-half degree, east one hundred and fifty-eight and fifty-one-hundredths to stone marked "No. 16;" thence ninety-eight nine and one-half degrees west one perch; thence north one and one-half degrees west thirty-five perches; thence north one-half degree east two perches; thence north seventy-one and three-fourths degrees west three and sixty-eight hundredths perches; thence south forty degrees west twenty-four

and seventy-five hundredths perches, } with $\frac{1}{2}^{\circ}$ variation to a stone marked P. P. }
 B
 1791; }

thence north eighty-nine and one-half degrees west forty and twenty hundredths perches; thence south two and one-half degrees east thirty-four and ninety hundredths perches; thence south eighty-eight and one-half degrees west twenty-eight perches; thence south one-half degree east eighty and forty hundredths perches; thence north eighty-nine and one-half degrees east twelve and sixty-two hundredths perches; thence south two and one-half degrees east thirty-eight perches; thence south eighty-nine and one-half degrees west twelve and sixty-five one-hundredth perches; thence south two and one-half degrees east thirty-eight perches; thence south eighty-nine and a half degrees west twelve and sixty-five one-hundredths perches; thence south two and one-fourth degrees east seventeen and forty-eight hundredths perches; thence south three and three-fourth degrees west thirty-one perches; thence north seventy and three-fourths degrees east forty-four and forty hundredths perches; thence south fifteen and three-fourths degrees east forty-four perches; thence north eighty-one and one-fourth degrees east twenty-four perches; thence north one-half degree west seven and eighty-eight hundredths perches; thence north twelve degrees west forty-four and seventy-five hundredths perches, to the point of beginning, containing one hundred and forty-nine acres, (149,) two roods, and thirty-nine perches, more or less, as the same will more fully and at large appear by the plat and field notes of the survey thereof, made on the twelfth day of April, one thousand eight hundred and sixty-seven, by B. D. Carpenter, surveyor of Washington County, D. C., reference unto the same being hereby made; together with the buildings, improvements, rights, privileges, appurtenances, and all other hereditaments to the same belonging or in any manner appertaining, and the remainders, reversions, rents, issues, and profits thereof, and all the right, title, interest, dower, and right of dower and estate of the said parties of the first part in and to the same.

To have and to hold all and singular the above granted premises, with the appurtenances thereunto belonging, and every part and parcel thereof, unto the said party of the second part, its successors and assigns forever, to the sole use, benefit, and behoof of the said party of the second part. And the said John A. Smith; for himself, his heirs, executors, and administrators, by these presents covenants, promises, and agrees to and with the said party of the second part, and its successors and assigns, in manner following, to wit: That he, the said John A. Smith and his heirs, shall and will forever warrant and defend the above described premises, with the appurtenances, hereby bargained and sold unto the said party of the second part, its successors and assigns, from and against any and all claim of the said party of the first part, and their heirs and assigns, and all persons whomsoever, lawfully claiming or who may claim the same, subject, however, to a certain lease made by the said John A. Smith to Thomas

Coyle, dated February first, one thousand eight hundred and sixty-five, and giving the said Coyle the right to use and occupy certain land-views on said farm. The said John A. Smith hereby transferring and assigning unto the said party of the second part, all the right, powers, authorities, and benefits, actual or accruing unto him, the said John A. Smith, and also saving and excepting the right, powers, authorities, and benefits conferred upon the United States in and to a certain spring situated on said farm, under a deed made by the parties of the first part unto the United States of America, dated the second day of October, and recorded the twenty-seventh day of November, one thousand eight hundred and thirty-three, in the record of deeds for Washington County, D. C. And further that he, the said John A. Smith and his heirs, shall and will, at any and all times hereafter, at the request and cost of the said party of the second part, its successors and assigns, make and execute any and every other deed of assurance in law for the more sure and effectual conveyance of the said above described and aforementioned premises, with the appurtenances, to the said party of the second part, its successors and assigns; that the said party of the second part, its successors and assigns, or its or their counsel learned in the law, shall or may desire, advise, or require.

In testimony whereof the said parties of the first part hath hereunto set their hands and affixed their seals, the day and year first hereinbefore written.

JOHN. A. SMITH. [SEAL.]
SALLY SMITH. [SEAL.]

Signed, sealed, and delivered (having just been duly stamped) in the presence of—
W. C. SMITH.
JNO. FRIS. CALLAN.*

[Stamped \$147 50.]

Given under my hand and official seal notarial affixed at Washington City this 25th day of May, A. D. 1867.
[NOTARIAL SEAL.]

JOHN F. CALLAN,
Notary Public.

Deed of trust.—Smith Farm.

HOWARD UNIVERSITY
to
WALTER S. COX and THOMAS C. COX. } Recorded August 20, 1867.

This indenture, made this twenty-eighth (28th) day in the year of our Lord one thousand eight hundred and sixty-seven, between the Howard University, party of the first part, and Walter S. Cox and Thomas C. Cox, parties of the second part. Whereas the said party of the first part is justly indebted unto John A. Smith in the sum of one hundred and twenty-seven thousand five hundred dollars, (\$127,500,) for which amount they hold the ten certain promissory notes of the said Howard University, bearing even date herewith, each for the sum of twelve thousand seven hundred and fifty dollars, (\$12,750,) due in one, two, three, four, five, six, seven, eight, nine, and ten years respectively, bearing interest at the rate of six per centum per annum, payable semi-annually, and whereas the said party of the first part is desirous of securing the full and punctual payment of said notes, together with interest accruing thereon, according to the tenors thereof:

Now therefore this indenture witnesseth, that the said party of the first part, in consideration of the premises and of the sum one dollar in hand paid by the said party of the second part, at and before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, aliened, enfeoffed, conveyed, and confirmed, and by these presents doth grant, bargain, and sell, alien, enfeoff, convey, and confirm unto the said parties of the second part and the survivor of them, and the heirs of the survivors, all that tract and messuage of land lying and being situate in the county of Washington and District of Columbia, lying east of the Washington and Rockville turnpike and north of the boundary line of the city of Washington, being the farm on that part of the ancient demesne of "Mount Pleasant" known as "Effingham," and bounded and described as follows: Beginning at a bound stone, on the east side of said farm of "Effingham," marked "Be'g P. D. 1763;" thence (with magnetic variation 1½ degrees west) north one-half degree east one and fifty-eight, and fifty-one one hundredth perches, to stone marked "No. 16;" thence north eighty-nine and half degrees west one perch; thence north one and one-half degrees west eight perches; thence north seventy-two and one-half degrees west thirty-five perches; thence

* The foregoing deed was accompanied with the usual acknowledgment.

north one-half degree east two perches; thence north seventy-one and three-fourth degrees west three and fifty-eight hundredths perches; thence forty degrees west twenty-four and seventy-five hundredths perches, (with $\frac{1}{2}$ degree variation to a stone marked B. P. P. 1791;) thence north eighty-nine and one-half degrees west forty and twenty hundredths perches; thence south two and one half degrees east thirty-four and ninety hundredths perches; thence south eighty-eight and one-half degrees west twenty-eight perches; thence south two and one-half degrees east eighty and forty hundredths perches; thence north eighty-nine and one-half degrees east twelve and fifty-five hundredths perches, thence south two and one half degrees east thirty-eight perches; thence south eighty-nine and one-half degrees west twelve and fifty-five hundredths perches; thence south two and one-fourth degrees east seventeen and forty-eight hundredths perches; thence south three and three-fourth degrees west thirty-one perches; thence north seventy and three-fourths, east forty-four and forty hundredths perches, thence south fifteen and three-fourths degrees east forty-four perches; thence north eighty-eight one and one-fourth degrees east twenty-four perches; thence north one-half degree west seven and eighty-eight hundredths perches; thence north seventy-seven degrees east forty-three and fifty hundredths perches; thence north twelve degrees, west fifty-four and seventy-five hundredths perches; to the point of beginning, containing one hundred forty-nine acres, two roods, and thirty-nine perches, more or less, as the same will more fully and at large appear by the plat and field notes of the survey thereof, made on the 12th day of April, A. D. 1867, by B. D. Carpenter, surveyor of Washington County, D. C., reference unto the same being hereby made. Together with all and singular the improvements, privileges, hereditaments, and appurtenances to the same belonging or in any manner appertaining.

To have and to hold the same unto and to the use of the said parties of the second part and the survivor of them, and the heirs of the survivor of them forever.

In trust, nevertheless, for the uses and purposes following, and none other, that is to say, to suffer and permit the said party of the first part, its successors and assigns, to have, hold, use, occupy, possess, and enjoy the said premises with the appurtenances, as aforesaid, and the rents, issues, and profits of the same, to take and receive to its own use and benefit, until some default or failure shall have been made in the payment of said debt, due as aforesaid to the said John A. Smith, or any part thereof, except the interest accruing on said notes, then not due, and upon every such failure or default being made in the payment, as aforesaid, the said parties of the second part and the survivor of them shall, at the request in writing of the said John A. Smith, proceed to sell and dispose of the said premises, as before described, or so much thereof as he or they may deem necessary, at public sale to the highest bidder, upon such terms and conditions as the said party of the second part may deem most for the interest of all parties concerned in said sale, first giving three weeks' notice of the time, place, and terms of said sale in one or more of those newspapers printed and published in the city of Washington as may be authorized to publish the letter list, or which may be charged with the duty of the publication of laws of Congress, and such sale to repeat or postpone, from time to time, as the parties of the second part or the survivor may deem expedient and just, and out of the proceeds arising from such sale or sales, after paying the proper expenses, to pay in the first place whatever of said debt, interest, and cost and expenses may be due and unpaid at the time of such sale; secondly, to pay whatever surplus, if any there be, unto the said party of the first part, its successors and assigns; and in the event of any such sale or sales under the provisions of this trust, to convey to the purchaser or purchasers on his or their compliance with the terms of sale all the right, title, and estate, legal and equitable of the party of the first part in and to the premises sold, free from any liability for the application of the purchase money; and the said John A. Smith, becoming a party hereto, and accepting this indenture for that purpose, together with the said parties of the second part, in consideration of the aforesaid premises, covenant to and with the party of the first part, that whenever any portion of said premises above described shall or may be sold by the party of the first part, the said John A. Smith and the parties of the second part will, on payment to them or either of them by the purchaser or the party of the first part of the proportionate value of the quantity sold, make and execute a deed of release for so much as may be paid for as above stated, unto such person or persons as they may be thereunto directed by the said party of the first part. And this indenture further witnesseth that the said party of the first part have constituted and appointed A. K. Brown their true and lawful attorney in their name and behalf, and as their act and deed to appear and acknowledge this indenture, before any justice of the peace, notary public, or other officer, authorized by the law of the District of Columbia to acknowledgments of deeds, in order that the same may be recorded according to law. In testimony whereof the said party of the first part have hereunto caused their corporate seal to be affixed, and these presents to be subscribed by the president and secretary, in accordance with a resolution of the board of trustees, passed on the 4th day of June, A. D. 1867, and the parties of the second part and the said John A. Smith

have hereunto subscribed their names and affixed their seals the day and year first above written.

CHARLES B. BOYNTON, [SEAL.]
President of the Howard University.
 E. M. CUSTMAN, [SEAL.]
Secretary of the Howard University.

WALTER S. COX, [SEAL.]
 THOMAS C. COX, [SEAL.]
 JOHN A. SMITH, [SEAL.]

Signed, sealed, and delivered, after being first duly stamped, in the presence of—
 O. O. HOWARD.
 J. M. BROWN.

(Stamped \$128 00.)

Witness to John A. Smith—
 RICHARD SMITH.*

Deed of release.—Smith Farm.

This indenture, made this ninth day of April, in the year of our Lord one thousand eight hundred and sixty-nine, between Walter S. Cox and Thomas C. Cox, trustees, of the first part, and the Howard University of the second part, all of the county of Washington, in the District of Columbia, witnesseth:

Whereas by deed dated May 28, 1867, and recorded in Liber E. C. E., No. 13, folio 233, of the Land Records of the county aforesaid, the said Howard University conveyed the hereinafter-described premises to the said Walter S. Cox and Thomas C. Cox, their heirs and assigns, in trust to secure the payment of ten promissory notes executed by said Howard University in favor of John A. Smith, each for the sum of twelve thousand seven hundred and fifty dollars, with interest, and whereas said notes have been fully paid and satisfied, and said Howard University are entitled to a release and reconveyance of said premises, free and discharged of the trust aforesaid; now—

This indenture witnesseth, that the said Walter S. Cox and Thomas C. Cox, trustees, for and in consideration of the premises and of the sum one dollar to them in hand paid by said Howard University before the ensembling and delivery of these presents, receipt whereof is hereby acknowledged, have bargained, sold, released, and conveyed, and do, by these presents, bargain, sell, release, and convey unto the said Howard University, all that tract of land in the county aforesaid east of the Washington and Rockville turnpike and north of the northern boundary of Washington City, being the farm on that part of the ancient demesne of Mount Pleasant, known as Effingham, bounded as follows, viz: beginning at a bound stone on the east side of said farm of Effingham, marked Beg. P. D., 1763, and running thence, with an allowance of one and a half degree for variation, west, north half a degree east 158 $\frac{1}{10}$ perches, to stone No. 16; thence north eighty-nine and a half degree west eight perches; thence north seventy-two and a half degrees west thirty-five perches; thence north half a degree east two perches; thence north seventy-one and three-fourth degrees west three perches and sixty-eight hundredths; thence south forty degrees west twenty-four perches and

three-fourths, (with a half-degree variation,) to a stone marked P P; thence north

eighty-nine and a half degrees west forty perches and twenty-hundredths; thence south two and a half degrees east thirty-four perches and ninety-hundredths; thence south eighty-eight and a half degrees west twenty-eight perches; thence south two and a half degrees east eighty perches and forty-hundredths; thence north eighty-nine and a half degrees east twelve perches and sixty-five-hundredths; thence south two and a half degrees east thirty-eight perches; thence south eighty-nine and a half degrees west twelve perches and sixty-five-hundredths; thence south two and a quarter degrees east seventeen and forty-eight-hundredths perches; thence south three and three-fourths degrees west thirty-one perches; thence north seventy and three-fourths degrees east forty-four and forty-hundredths perches; thence south fifteen and three-fourth degrees forty-four perches; thence north eighty-one and a quarter degrees east twenty-four perches; thence north half a degree west seven and eighty-eight-hundredths perches; thence north seventy-seven degrees east forty-three and fifty-hundredths perches; thence north twelve degrees west fifty-four and seventy-five-hundredths

* The foregoing deed was accompanied with the usual acknowledgments.

perches to the beginning; containing about one hundred and forty-nine acres two roods and thirty-nine perches, with the improvements and appurtenances; to have and to hold the same unto and for the only use and behoof of the said Howard University, their successors and assigns, forever.

In testimony whereof the said Walter S. Cox and Thomas C. Cox, trustees, have hereunto set their hand and seals on the day and year first aforesaid.

WALTER S. COX. [SEAL.]
*THOS. C. COX. [SEAL.]

Signed, sealed, and delivered in our presence—

—————
Deed of release.—Beckert lot.

This indenture made this twenty-first day of April, in the year of our Lord one thousand eight hundred and sixty-nine, between Louis Schade, of Washington, District of Columbia, trustee, of the first part, and the Howard University, an association incorporated in the District Columbia by act of Congress approved March 2, 1867, of the second part.

Whereas the president *pro tem.* and secretary of said Howard University heretofore made and executed a certain deed of trust, bearing date on the eleventh day of April, in the year eighteen hundred and sixty-eight, and thereby conveyed to the said party of the first part, and to his heirs and assigns, all that certain tract or parcel of land situate in the county of Washington, District of Columbia, described as follows: Beginning for the same at the east line of the Seventh street road from Washington, D. C., to Rockville, Maryland, at the southwest corner of the Howard University tract, running thence north seventy degrees forty-five minutes ($70^{\circ} 45'$) east forty-four and forty one-hundredths ($44\frac{1}{100}$) perches; thence south fifteen degrees forty-five minutes ($15^{\circ} 45'$) east three and fifty-five one-hundredths ($3\frac{55}{100}$) perches; thence south seventy degrees and forty-five minutes ($70^{\circ} 45'$) west, at parallel lines with the first-mentioned line, to the intersection of the east line of said Seventh street road; thence north by the east line of said road to the place of beginning, containing one acre, more or less, on which is erected the "Park Restaurant;" in trust to secure a certain indebtedness to Theresa Beckert, as will fully appear from said deed, duly recorded in Liber No. 558, folio 181, *et seq.*, of the land records of Washington County, District of Columbia.

And whereas the said indebtedness has been fully paid and discharged, as will be evidenced by the signature below of the said Theresa Beckert, the said party of the second part is thereby entitled to a reconveyance of said described premises, and to have the same released and discharged of and from all lien, claim, demand, or incumbrance by reason of said deed of trust, or anything therein contained:

Now, therefore, this indenture witnesseth that the said party of the first part, trustee as aforesaid, for and in consideration of the premises aforesaid, and further the sum of one dollar in lawful money of the United States, to him now in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and conveyed, and doth by these presents grant, bargain, sell, release, and convey, unto the said party of the second part, the said Howard University, its heirs and assigns, forever, all the hereinbefore described premises, and all the rights, privileges, and appurtenances to the same belonging or in any wise appertaining.

To have and to hold the same unto and to use of the said party of the second part, its heirs and assigns, forever, as in its first and former estate, free, released, and discharged of and from all lien, claim, or incumbrance, by reason of said deed of trust.

In testimony whereof the said party of the first part, as trustee as aforesaid, hath hereunto set his hand and seal on the day and year first hereinbefore written.

LOUIS SCHADE, *Trustee.*

Signed, sealed, and delivered in the presence of, (having first been duly stamped,)—
THERESIA BECKERT.
ALF. SCHUCKING.*

—————
Correspondence regarding school buildings.

WAR DEPARTMENT,
BUREAU OF REFUGEES, FREEDMEN, AND ABANDONED LANDS,
Washington, November 5, 1868.

SIR: In expending the appropriations made by Congress for the "construction, rental, and repairs" of "building for schools and asylums," I have constructed and

* The foregoing deed was accompanied with the usual acknowledgment.

repaired such buildings upon land owned by "benevolent associations, corporate bodies, and boards of trustees" who are now using them for school purposes.

These buildings are now borne upon the returns of my quartermasters and disbursing officers as bureau property; and with a view to the early closing of this bureau, I have the honor to request that authority be given me to transfer the said buildings to the associations, corporate bodies, and boards of trustees upon whose land they are constructed, requiring from them a formal guarantee that the said buildings, or the proceeds of their rental or sale, shall be devoted perpetually to educational purposes, never excluding pupils on account of race, color, or previous condition of servitude.

Very respectfully, your obedient servant,

O. O. HOWARD,
Major General, Commissioner.

Hon. J. M. SCHOFIELD,
Secretary of War.

The preceding document contained the following indorsement :

WAR DEPARTMENT,
Washington, D. C., November 5, 1868.

Respectfully referred to the Judge Advocate General for his opinion as to the authority of law for the transfer of property as requested within.

By order of the Secretary of War :

G. W. SCHOFIELD,
Brevet Colonel United States Army.

BUREAU OF MILITARY JUSTICE,
November 5, 1868.

Respectfully returned. If the buildings referred to within were constructed or repaired without any special agreement with the owners of the lands on which they are situated modifying their common law rights under the circumstances, then they are the property of such owners of the soil on which they stand, and no formal transfer of them by the United States would be proper—a simple abandonment of their possession being all that could be necessary. If, however, in consideration of the fact that such buildings were constructed or repaired at the expense of the United States, the owners of the soil are willing to give such guarantees as to their future use, or the use of the rental thereof, or of the proceeds of their sale as are mentioned by General Howard, then it is advised that such guarantees be accepted by the United States, and that they be recited in an order to be issued by the department, directing the surrender of the buildings to the proprietors of the soil.

J. HOLT,
Judge Advocate General.

Also the following :

Returned to General Howard for his action in accordance with the recommendation of Judge Holt.

WAR DEPARTMENT,
BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
Washington, D. C., November 11, 1868.

Sir: Having constructed or repaired a school building or buildings situated at _____, in the State of _____, upon land owned by your association, corporate body, or board of trustees, and said buildings being now borne upon the property returns of this bureau as the property of the government, you are hereby notified that upon filing in this office a guarantee, signed by the proper officers of your body duly empowered for that purpose, that such buildings, or the proceeds of their rental or sale, shall be devoted perpetually to educational purposes, never excluding pupils on account of race, color, or previous condition of servitude, the same will be transferred to your association in accordance with law.

Very respectfully, your obedient servant,

O. O. HOWARD,
Major General, Commissioner.

To _____.

Approved :

J. M. SCHOFIELD,
Secretary of War.

WAR DEPARTMENT,
Washington City, December 23, 1868.

SIR: I am directed by the Secretary of War to inform you that the approval of the proposed transfer of school property to associations having such property in charge was not intended to extend to the building known as Howard College, and that the property is only to be transferred on the payment of a fair valuation, unless otherwise authorized by Congress.

Very respectfully, your obedient servant,

ED. SHRIVER,
Inspector General.

The COMMISSIONER OF THE
Bureau of Refugees, Freedmen and Abandoned Lands.

WAR DEPARTMENT,
Washington, D. C., September 1, 1869.

GENERAL: You are at liberty to treat the buildings erected for school or educational purposes in this District as you have been instructed to do with those erected in the other districts under your supervision, conforming your action to the laws and regulations governing your department.

Respectfully, your obedient servant,

JNO. A. RAWLINS,
Secretary of War.

General O. O. HOWARD,
Commissioner Bureau Refugees, Freedmen and Abandoned Lands.

Transfer of Square 640.

Know all men by these presents that I, Brevet Major General O. O. Howard, United States Army, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, for and on behalf of the United States of America, party of the first part, by authority of the Secretary of War, do hereby surrender and transfer to the Howard University, in the District of Columbia, a corporation created by, and existing under, the laws of the United States, party of the second part, (subject to the conditions hereinafter stated,) all the buildings erected for educational purposes by the Bureau of Refugees, Freedmen and Abandoned Lands, or carried on the property returns of the said bureau, on certain real estate situated in the District of Columbia, owned by the said Howard University, and described as follows, viz: Lots numbered six, (6,) seven, (7,) eight, (8,) and nine, (9,) in square numbered six hundred and forty, (640,) in the city of Washington, according to the public plats and plans of said city.

This conveyance is made on the express condition that the building above described, or the proceeds of the rental or sale thereof, shall be perpetually devoted to educational purposes, and that pupils shall never be excluded therefrom, or from the benefits arising from the rental or sale thereof, on account of race or previous condition of servitude.

And the said "The Howard University," by its agent for that purpose duly authorized by resolution of its board of trustees, does hereby accept such buildings on the conditions above stated, and do guarantee the use thereof, or the proceeds of the rental or sale thereof, for the purposes stated in said conditions.

In witness whereof the said party of the first and second parts have hereunto set their hands and seals this thirtieth day of September, A. D. 1869.

O. O. HOWARD, [SEAL.]
Brevet Major General United States Army,
Commissioner Bureau Refugees, Freedmen and Abandoned Lands.
JOHN A. COLE,
Secretary of Board of Trustees of Howard University.

In presence of—
HENRY M. WHITTLESEY.

HOWARD UNIVERSITY,
Washington, D., C., September 6, 1869.

At a meeting of the board of trustees of the Howard University, a quorum being present, it was

Resolved, That in every instance wherein the Bureau of Refugees, Freedmen and Abandoned Lands shall transfer to the Howard University, in accordance with law, any buildings now or hereafter held on the property returns of said bureau, the sec-

retary of the board of trustees of the Howard University is hereby fully authorized to accept of such transfer, and to guarantee in the name of the said Howard University, and under the seal thereof, the perpetual use of said buildings, or the proceeds of the rental or sale thereof, for educational purposes, never excluding pupils on account of race or previous condition of servitude.

A true copy from the records of the board of trustees of the Howard University.

Attest :

JOHN A. COLE,
Secretary.

Transfer of Squares 1054 and 1055.

Know all men by these presents that I, Brevet Major General O. O. Howard, United States Army, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, for and on behalf of the United States of America, party of the first part, by authority of the Secretary of War, do hereby surrender and transfer to Hon. Samuel C. Pomeroy, John R. Elvans, esq., and Brevet Major General Oliver O. Howard, trustees, party of the second part, (subject to the conditions hereinafter stated,) all the buildings erected for educational purposes by the Bureau of Refugees, Freedmen and Abandoned Lands, or carried on the property returns of the said bureau, on certain real estate situated in the District of Columbia, owned by said trustees, and described, as follows, viz. : Squares numbered ten hundred and fifty-four (1054) and ten hundred and fifty-five, (1055,) in the city of Washington, according to the public plats and plan of said city.

This conveyance is made on the express condition that the building above described or the proceeds of the rental or sale thereof, shall be perpetually devoted to educational purposes, and that pupils shall never be excluded therefrom, or from the benefits arising from the rental or sale thereof, on account of race or previous condition of servitude.

And the said Samuel C. Pomeroy, John R. Elvans, and Oliver O. Howard, trustees as aforesaid, do hereby accept such buildings on the conditions above stated, and do guarantee the use thereof, or the proceeds of the rental or sale thereof, for the purposes stated in said conditions.

In witness whereof the said party of the first and second parts have hereunto set their hands and seals this 30th day of September, A. D. 1869.

O. O. HOWARD, [SEAL.]
Brevet Major General United States Army,
Commissioner Bureau Refugees, Freedmen and Abandoned Lands.
SAMUEL C. POMEROY.
JOHN R. ELVANS.
O. O. HOWARD.

In the presence of—
HENRY M. WHITTLESEY.

Transfer of Howard University.

Know all men by these presents that I, Brevet Major General O. O. Howard, United States Army, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, for and on behalf of the United States of America, party of the first part, by authority of the Secretary of War, do hereby surrender and transfer to the Howard University, in the District of Columbia, a corporation created by, and existing under, the laws of the United States, party of the second part, (subject to the conditions hereinafter stated,) all the buildings erected for educational purposes by the Bureau of Refugees, Freedmen and Abandoned Lands, or carried on the property return of the said bureau, on certain real estate situated in the District of Columbia, owned by the said "The Howard University," and described as follows, viz. : Situated in the District of Columbia, north of the city of Washington, and east of the Seventh street road, being the college reservation in the Howard University subdivision of the farm of John A. Smith, commonly known as "Ethingham Place;" which subdivision is now of record in the office of the county surveyor of Washington County—the buildings hereby intended to be transferred being the main or college building, the dormitory building, and the several out-houses and out-buildings erected on said college reservation by said bureau; also, the hospital buildings erected in part on the Howard University subdivision of the farm of John A. Smith, of record as above, and in part on lands immediately adjoining said subdivision, now owned by said Howard University, formerly known as the "Becket Lot," and the "Mt. Pleasant Farm," viz. : One four-story brick building, 107 by 60 ft.; one

north and one south ward, each 120 by 26 ft., and one mess-house and kitchen, 76 by 78 ft., 26 ft. wide, with the fifty feet addition thereto; one store-house and school-house, 130 by 20 ft.; one dead-house and coal-house, 40 by 20 ft. Also the ten (10) tenement houses erected on said Howard University property, near the east line thereof, and between Lincoln and College streets, as laid down on the plat of the subdivision of said Howard University property.

This conveyance is made on the express condition that the building above described, or the proceeds of the rental or sale thereof, shall be perpetually devoted to educational purposes, and that pupils shall never be excluded therefrom, or from the benefits arising from the rental or sale thereof, on account of race or previous condition of servitude.

And the said "The Howard University," by its agent for that purpose duly authorized by resolution of its board of trustees, does hereby accept such buildings on the conditions above stated, and does guarantee the use thereof, or of the proceeds of the rental or sale thereof, for the purposes stated in said conditions.

In witness whereof the said party of the first and second parts have hereunto set their hands and seals this thirtieth day of September, A. D. 1869.

O. O. HOWARD, [SEAL.]
Bvt. Maj. Gen. U. S. A., Commissioner B. R., F. and A. L.
 JOHN A. COLE,
Secretary Board of Trustees of Howard University.

In presence of—
 HENRY M. WHITTLESEY.

HOWARD UNIVERSITY,
 Washington, D. C., September 6, 1869.

At a meeting of the board of trustees of the Howard University, a quorum being present, it was

Resolved, That in anticipation of the transfer to the Howard University by Brevet Major General O. O. Howard, United States Army, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, of the buildings erected by said bureau on the college reservation in the Howard University subdivision of the farm of John A. Smith, commonly known as "Effingham Place," Washington County, D. C., and on lands immediately adjoining the same, owned by said Howard University, formerly known as the "Becket Lot," and the "Mt. Pleasant Farm," and on other parts of said subdivision, John A. Cole, secretary of the board of trustees of the Howard University, is hereby fully authorized to accept of such transfer, and to guarantee, in the name of the said Howard University, and under the seal thereof, the perpetual use of said buildings, or the proceeds of the rental or sale thereof, for educational purposes, never excluding pupils on account of race or previous condition of servitude.

A true copy from the records of the board of trustees of the Howard University.
 Attest: JOHN A. COLE, *Secretary.*

[Special Orders No. 150.—Extract.]

WAR DEPARTMENT, BUREAU OF REFUGEES,
 FREEDMEN AND ABANDONED LANDS,
 Washington, September 30, 1869.

III. The Secretary of War having authorized the transfer to the Howard University of all buildings erected by this bureau on the real estate of said university situated in the city of Washington, District of Columbia, and on lands adjacent thereto, and certain buildings so erected borne on the returns of Brevet Lieutenant Colonel J. M. Brown, chief quartermaster, having been, by instruments of transfer bearing date September 30, 1869, under said authority, transferred by the Commissioner to the said Howard University, Colonel Brown will drop from his returns the buildings so transferred.

IV. Brevet Lieutenant Colonel J. M. Brown, chief quartermaster, will drop from his returns the buildings erected by this bureau on squares 1,054, and 1,055 in the city of Washington, D. C., the same having been transferred by the Commissioner, under authority from the Secretary of War, to the trustees owning said squares, and holding the same for purposes connected with the education of refugees and freedmen.

By order of Brevet Major General O. O. Howard, Commissioner.
 HENRY M. WHITTLESEY,
Acting Assistant Adjutant General.

Official extract:

HENRY M. WHITTLESEY,
Acting Assistant Adjutant General.

Howard University.—Organization and course of study.

MILITARY DEPARTMENT.

The university is partially under military government. Students who room in the university buildings must do so with the full understanding that they are to submit to regulations necessary to the proper care of rooms, and to the preservation of good order and health. To this end the university buildings are subject to the inspection of the commandant of cadets.

Organization.

Young men who are physically eligible and not specially excused, will be organized into companies of infantry, and be known as "Howard University Cadets."

The commandant is charged with all the details of military instruction, and with the approval of the military committee of the trustees selects his officers from the students with reference to their military aptitude, general deportment, and proficiency in studies.

Young men are required to provide themselves, as soon as possible after admission, with the prescribed uniform. This uniform will be furnished at the cost of about twenty-two dollars.

Military exercises.

This exercise is so ordered as to subserve the ends of physical culture, and requires the attendance of all cadets one hour daily.

It will embrace the following subjects:

1. *Infantry tactics*—to comprise schools of the soldier, company, and battalion, with skirmishing, the forms of parade, and duties of guards.
2. *Artillery tactics*—to comprise the school of the piece for field guns, with such further artillery instruction as may be found practicable.
3. *Special exercises*—to comprise the use of the sword, the sabre, and bayonet, and gymnastics.

Discipline.

All students are required to observe and conform to such regulations as from time to time may be promulgated by the commandant of cadets.

A careful record will be kept of each pupil's conduct in this department, and a regular report will be made by the commandant to each of the several faculties of all demerits given, with such appropriate remarks as the case may require.

These reports will constitute a part of the permanent records of the department to which the student in a given case may belong, and he will be subject to such discipline as the case may demand.

COMMERCIAL DEPARTMENT.

This department has been organized with a view to furnish opportunities for a thorough business education, more especially for those who look forward to some business employment, and who have not the time nor the means to pursue a complete classical, scientific, or professional course.

Courses of study.

There will be two courses of study: A *shorter course*, to include instruction in arithmetic and its applications to commercial transactions; in grammar, and the appropriate forms of business; in book-keeping, both by single and double entry, sufficient to enable one to keep a set of books for the ordinary avocations of life; and in the principles of penmanship, according to the Spencerian system. Also instructions will be given in the simple principles of law, such as every man, and especially every business man, ought to understand.

The *complete course* will include all before mentioned, and in addition more thorough instruction in the science of accounts, as applied to partnership, compound company business, agencies, exchange, commission, manufacturing, railroading, banking, shipping, steamboating, and other forms of business; also, more thorough instruction in commercial law.

NORMAL DEPARTMENT.

This department is arranged with special reference to fitting teachers for their work. It comprises a course of three years, beginning with common English branches of a high school grade. The advanced pupils in this course will have the opportunity of teaching classes in the model school, under the inspection of the principal and subject to his criticisms.

No pains will be spared to give every one who seeks a preparation for the important work of teaching the most excellent opportunities and efficient instruction.

To those who complete the course satisfactorily, giving evidence of fitness for teaching, a "teacher's certificate" will be given, signed by the proper officers of the university.

The following is the course of study:

FIRST YEAR.

FIRST TERM:

Mathematics—Practical arithmetic Stoddard.
English—Grammar, (orthography and etymology) Harvey.
Geography—Map-drawing, &c. Guyot.
Drawing.

SECOND TERM:

Mathematics—Practical arithmetic Stoddard.
English—Grammar, (syntax and prosody) Harvey.
Geography—Map-drawing, &c. Guyot.
Drawing.

THIRD TERM:

Mathematics—Elements of algebra Loomis.
Book-keeping—Common school Bryant & Stratton.
Penmanship—Selected numbers Spencerian.
Teaching—Theory and practice Lectures.
Vocal music—Rudiments Oral.

SECOND YEAR.

FIRST TERM:

Mathematics—Elements of algebra Loomis.
History—United States Lossing.
Physics—Natural philosophy Quackenbos.
Practice in model school and criticism in class.

SECOND TERM:

Mathematics—Higher arithmetic Ray.
Physiology Hooker.
Physical geography Guyot.
Practice in model school and criticism in class.

THIRD TERM:

Mathematics—Higher arithmetic Ray.
Botany Gray.
Rhetoric Quackenbos.
Teaching—Theory and practice Lectures.
Practice in model school and criticism in class.

THIRD YEAR.

FIRST TERM:

Mathematics—Geometry Loomis.
Chemistry Porter.
Science of government Alden.
Practice in model school and criticism in class.

SECOND TERM:

Mathematics—Geometry Loomis.
Geology Dana.
History—Universal Wilson.
Practice in model school and criticism in class.

THIRD TERM:

Astronomy—(Elements) Loomis.
 School laws of the different States.
 Review of common English branches, with special instructions in methods of teaching them.
Teaching—Theory and practice Text Books and Lectures.
Practice in model school and criticism in class.

Lessons in English Bible, compositions, declamations, and extemporaneous discussions weekly throughout the course.

PREPARATORY DEPARTMENT.

In addition to the qualifications named elsewhere, students who wish to enter this course of study must have completed Harkness's Introductory Latin Book or its equivalent. Opportunities to pursue this study will be given in connection with the department.

Those who complete this course satisfactorily will be admitted to the Freshman class of the collegiate department.

The following is the course of study:

FIRST YEAR.

FIRST TERM :

<i>Latin</i> —Reader and Grammar	Harkness.
Prose composition, (weekly)	Harkness.
<i>Mathematics</i> —Practical arithmetic	Stoddard.
<i>English</i> —Grammar, (orthography and etymology)	Harvey.

SECOND TERM :

<i>Latin</i> —Reader and Grammar	Harkness.
Prose composition	Harkness.
<i>Mathematics</i> —Practical arithmetic	Stoddard.
<i>English</i> —Grammar, (syntax and prosody)	Harvey.

THIRD TERM :

<i>Latin</i> —Cæsar	Hanson.
Prose composition	Harkness.
<i>Mathematics</i> —Elements of algebra	Loomis.
<i>English</i> —Grammar, reviewed	Harvey.

SECOND YEAR.

FIRST TERM :

<i>Latin</i> —Cæsar, finished	Hanson.
Prose composition	Harkness.
<i>Greek</i> —First Greek Book	Harkness.
<i>Mathematics</i> —Elements of algebra, finished	Loomis.

SECOND TERM :

<i>Latin</i> —Sallust's Catiline	Hanson.
Prose composition	Harkness.
<i>Greek</i> —First Greek Book, continued	Harkness.
<i>Mathematics</i> —Higher arithmetic	Ray.

THIRD TERM :

<i>Latin</i> —Cicero's Orations	Hanson.
Prose composition	Harkness.
<i>Greek</i> —First Greek Book	Harkness.
<i>Mathematics</i> —Higher arithmetic	Ray.

THIRD YEAR.

FIRST TERM :

<i>Latin</i> —Cicero's Orations, finished	Hanson.
Prose composition	Harkness.
<i>Greek</i> —Xenophon's Anabasis	Boise.
Prose composition, (weekly)	Arnold.
<i>History</i> —Roman	Smith.
<i>Antiquities</i> —Roman	Bojesen.
<i>Ancient Geography</i> .	

SECOND TERM :

<i>Latin</i> —Virgil's Æneid	Frieze.
Prose composition	Harkness.
<i>Greek</i> —Homer's Iliad	Owen.
Prose composition	Arnold.
<i>History</i> —Grecian	Smith.
<i>Antiquities</i> —Grecian	Bojesen.
<i>Ancient Geography</i> .	

THIRD TERM :

<i>Latin</i> —Virgil, (<i>Bucolics and Georgics</i>)	Andrews.
Prose composition	Harkness.
<i>Greek</i> —Homer's <i>Iliad</i>	Owen.
Prose composition	Arnold.
<i>Mathematics</i> —Treatise on algebra	Loomis.

Lessons in English Bible, declamations, and compositions, weekly throughout the course.

TERMS AND VACATIONS.

The first term of the year 1869-'70 will begin Wednesday, September 15, at 10 a. m., and continue fourteen weeks, ending Wednesday, December 22. After a vacation of two weeks, the second term will begin Wednesday, January 5, continue twelve weeks, and end Wednesday, March 30. A vacation of one week follows, when the third term commences Wednesday, April 6, and closes in twelve weeks, or Wednesday, June 29, 1870.

REQUISITES FOR ADMISSION.

Candidates for admission to the model school must be at least twelve years of age, and to the first year of either the normal or preparatory course of study, at least fourteen.

Candidates for admission to the model school will be examined in the elementary principles of the common English branches, and, in case many apply, those will be preferred who, in the judgment of the examiners, give the greatest promise of good scholarship and future usefulness.

For admission to either of the regular courses of study in this department, candidates will be thoroughly examined in the principles of the common English branches, as usually given in intermediate text books. For more advanced standing, proportionate qualifications are required.

Applicants from abroad should first communicate with the principal of the department, in writing, stating age, advancement in study, pecuniary ability, and any other important information.

Students in this department, except those in the model school, will pursue their studies at home, or in their own rooms, and meet with their class for recitation. None are admitted to full membership until they have honorably passed a probation of six months.

TIMES AND CONDITIONS OF ADMISSION.

The office of the principal will be open for the examination of candidates for admission on Monday and Tuesday preceding the beginning of each term. It is highly important that all—whether old or new scholars—should apply in person on one of those days, and make all necessary preparations before the first day of the term.

Students will not be received at any other time, unless there be some special and satisfactory reason for so doing.

Students from other schools must present certificates of honorable dismissal from the proper authority.

CONDUCT.

Students are expected to observe the usual requirements of good society, and to obey the special rules of the institution, as announced from time to time. For neglect of duty, or impropriety of conduct, they will be liable to reprimand, suspension, private dismissal, or public expulsion, according to the nature and aggravation of the offense.

EXAMINATIONS.

Written examinations in all branches studied during the term will be held on the last Monday, Tuesday, and Wednesday of the fall and winter terms, and on the last Wednesday, Thursday, and Friday of the summer term; oral examinations in the branches pursued during the summer term, and, to a certain extent, in those pursued during the entire year, will take place on the last Monday, Tuesday, and Wednesday of the summer term.

No student will be permitted to go on with his class unless his records during the term and at the examination exhibit good scholarship.

THE MODEL SCHOOL.

This is properly connected with the normal department, and is intended to be a school both of "practices" and of "observation." The suite of rooms set apart for it are furnished with all modern furniture and conveniences. The large study room will

be under the immediate charge of a special teacher, and, from time to time, under the direction of the principal, the advanced pupils in the normal course will be assigned to teach the classes in the model school.

The number of pupils in the model school will, for the present, be limited to about one hundred and twenty-five. Its grade will be partly intermediate and partly grammar, and its course of study (not here published) is so arranged that those who complete it will be prepared to enter upon either the normal or preparatory course.

Expenses.

Room rent in the boarding hall is 25 cents per week or \$3 per term of twelve weeks, payable in advance. The rooms are arranged in suites of two and two closets, each suite to be occupied by two persons. They are uniformly furnished with stoves, chairs, bedsteads, tables, book-shelves and wash-stands. Each student will furnish his own bedding.

No room will be considered engaged beyond the second day of the term unless the rent is paid.

The price of board may vary with the cost of provisions. During the past year it has been \$3 per week in the boarding hall.

The treasurer's bills, including tuition, room rent, and incidentals, are to be paid at the beginning of every term. Board in the boarding hall is payable monthly in advance.

The following is an estimate of the necessary expenses for a term of twelve weeks in this department :

Tuition	\$3 00	to	\$3 00
Incidentals.....	2 00	to	2 00
Board, \$3 to \$4 per week.....	36 00	to	48 00
Room rent	3 00	to	3 00
Lights and washing	5 00	to	8 00
Books and stationery	4 25	to	7 00
Fuel	2 00	to	10 00
Total	55 25	to	81 00

In the cases of worthy indigent students, the charges for tuition, incidentals, and room rent, are abated, reducing the above estimate to \$47 45 and \$73.

COLLEGIATE DEPARTMENT

Requisites for admission.

Candidates for admission to the freshmen class are examined in the following or equivalent studies :

LATIN.

Latin Grammar—Andrews and Stoddard, or Harkness.
 Ciesar—two books.
 Cicero—six orations.
 Virgil—the Bucolics, Georgics, and six books of the *Æneid*.
 Sallust—Catiline.
 Harkness's Latin Prose Composition.

GREEK.

Greek Grammar—Hadley, Sophocles, Crosby, or Kühner.
 Greek Lessons—Harkness or Whiton.
 Xenophon—first three books of the *Anabasis*.
 Homer—first two books of the *Iliad*.

OTHER BRANCHES.

Higher Arithmetic.
 Algebra—to Quadratic Equations.
 Smith's Smaller History of Greece.
 Smith's History of Rome.
 Geography—Ancient and Modern.
 English Grammar.

Candidates for an advanced standing are examined in the preparatory branches, and in those pursued by the classes they propose to enter.

All candidates for admission must furnish certificates of good character, and if from another college, of their regular dismissal.

Terms and expenses.

These are the same as in the normal and preparatory department.

Course of study.

FRESHMAN CLASS.

FIRST TERM :

<i>Greek</i> —Homer's Iliad	Owen
Prose composition	Arnold.
<i>Latin</i> —Livy	Lincoln.
<i>Mathematics</i> —Algebra, completed	Loomis.
<i>English</i> —Rhetoric, Parts I and II	Quackenbos.

SECOND TERM :

<i>Greek</i> —Homer's Iliad, continued	Owen.
Prose composition	Arnold.
<i>Latin</i> —Livy, continued	Lincoln.
Prose composition	Arnold.
<i>Mathematics</i> —Geometry	Loomis.
<i>English</i> —Rhetoric, Part III	Quackenbos.

THIRD TERM :

<i>Greek</i> —Xenophon's Memorabilia	Robbins.
Prose composition, completed	Arnold.
<i>Latin</i> —Horace's Odes	Lincoln.
Prose composition	Arnold.
<i>Mathematics</i> —Geometry, completed	Loomis.
<i>English</i> —Rhetoric, Parts IV and V	Quackenbos.

SOPHOMORE CLASS.

FIRST TERM :

<i>Greek</i> —Xenophon's Memorabilia	Robbins.
<i>Latin</i> —Horace's Epistles and Satires	Lincoln.
<i>Mathematics</i> —Plane Trigonometry	Loomis.
<i>English</i> —Rhetoric	Whately.

SECOND TERM :

<i>Greek</i> —Greek Tragedy	Woolsey or Crosby.
<i>Latin</i> —Cicero De Officiis, or De Senectute and De Amicitia	Thatcher.
<i>Mathematics</i> —Spherical Trigonometry	Loomis.
Analytical Geometry	Loomis.
<i>English</i> —Rhetoric, completed.	

THIRD TERM :

<i>Greek</i> —Prometheus of Eschylus	Woolsey.
<i>Latin</i> —Tacitus—Germania and Agricola	Tyler.
<i>Mathematics</i> —Conic sections	Loomis.
<i>English</i> —Science of Language	Whitney.

JUNIOR CLASS.

FIRST TERM :

<i>Greek</i> —Demosthenes on the Crown	Champlin.
<i>Latin</i> —Satires of Juvenal.	
<i>Natural Philosophy</i> —Mechanics and Hydrostatics	Snell's Olmstead.
<i>English</i> —History of Literature.	
<i>French.</i>	

SECOND TERM :

<i>Greek</i> —The Clouds of Aristophanes.	
<i>Latin</i> —The Plays of Terrence and Plautus.	
<i>Natural Philosophy</i> —Completed	Snell's Olmstead.
<i>English</i> —Literature, continued.	
<i>French, Spanish, or German.</i>	

THIRD TERM :

<i>Greek</i> —Plato's Gorgias	Woolsey.
<i>Latin</i> —Quintilian.	
<i>Astronomy</i> —Treatise on	Loomis.
<i>Botany</i> —Class-book of	Gray.
<i>Logic</i> —Elements of	Whately.
<i>French, German, or Spanish.</i>	

SENIOR CLASS.

FIRST TERM :

<i>Mental Science</i> —Human Intellect	Porter.
<i>Anatomy and Physiology</i> —Lectures.	
<i>Chemistry</i> —Silliman and Barker's Chemistry and Lectures.	
<i>Political Philosophy</i> —Political Economy.	
<i>French, German, or Spanish.</i>	
<i>English</i> —British and American Orators.	

SECOND TERM :

<i>Mental Science</i> —Human Intellect, completed.	
<i>Moral Science</i>	Hopkins.
<i>Political Philosophy</i> —International Law	Woolsey.
<i>Chemistry</i> —Lectures.	
<i>Mineralogy</i>	Dana.
<i>French, German, and Spanish.</i>	
<i>English</i> —British and American Poets.	

THIRD TERM :

<i>Political Philosophy</i> —International Law, completed.	
Constitution of the United States.	
<i>Geology.</i>	
<i>Natural History.</i>	

Lessons in English Bible, compositions, declamations, and extemporaneous discussions weekly; and public original declamations once a year throughout the course. Study of the Greek Testament weekly during the Freshman and Sophomore years.

Degrees.

On recommendation of the Faculty, the usual degrees are conferred on graduates.

Other courses.

The question of establishing other courses of study to meet the various wants of the present time is under consideration, and such will doubtless be prescribed at an early day. In respect to literary, scientific, and professional education, the university aims to do all that such an institution can do.

LAW DEPARTMENT.

Terms.

The terms and vacations correspond to those of the normal and preparatory and collegiate departments. The first term of the year 1869-'70 will begin Wednesday, September 15, and continue fourteen weeks, ending Wednesday, December 22. After a vacation of two weeks, the second term will begin Wednesday, January 5, and continue twelve weeks, and end Wednesday, March 30. A vacation of one week follows, when the third term commences Wednesday, April 6, and closes in twelve weeks, or Wednesday, June 29, 1870.

Charges.

The terms of tuition, for the course of two years, are \$40 per year, for the present. They will eventually be increased to \$80 per year.

Studies and exercises.

The students of this department study and make recitations from such text books of the law as are prescribed; each student being required to furnish his own text books.

The exercises of this department consist of recitations; written essays by the

students on subjects of law, with references to authorities; moot courts; rhetorical exercises, weekly; and lectures on common law, constitutional law, equity and kindred subjects, delivered by the professors and such other persons learned in law as may from time to time be invited.

The following constitute the principal

Subjects of study.

Rights of persons.	Guardian and ward.
Rights of things.	Master and servant.
Real estate and conveyancing.	Corporations.
Personal property.	Proceedings in courts.
Law of contracts.	Parties to action.
Promissory notes.	Pleading.
Bills of exchange.	Evidence.
Copartnership.	Trials and their incidents.
Agency.	Criminal law.
Bailment.	Equity and proceedings in courts of chancery.
Insurance.	Science of government.
Shipping.	Law of nations.
Domestic relations.	Constitution of the United States.
Husband and wife.	
Parent and child.	

Library.

It is hoped that through the liberality of friends an excellent law library will soon be obtained. Already several valuable contributions have been made by W. H. & O. H. Morrison, of this city.

Graduation.

All persons who pursue the course of study prescribed, upon passing a satisfactory examination, and upon complying with the regulations of the university, will receive the usual degrees.

MEDICAL DEPARTMENT.

The medical department of the university will commence its second session October 6, 1869, and continue until the following March.

Lectures will commence daily at 5½ p. m.

The apparatus

And the material of the cabinets of the several chairs have been selected with the greatest care. They are complete and well arranged for an ample illustration of the several branches taught.

Clinical instruction

Will be given in the Washington General Hospital and Asylum, situated within the grounds of the institution. Arrangements have been made for the admission of the students, under proper restrictions, for the study of disease at the bedside. Surgical and obstetrical cases will be seen by the classes under the supervision of the professors, and operations will be performed in their presence in the amphitheatre.

The orphan asylum

Will afford ample opportunities for the study of the diseases of children.

The Army Medical Museum

Of the United States, in this city, contains the most elaborate collection of surgical, pathological, anatomical, and microscopical specimens in the world. This museum is accessible to medical students, and furnishes them with facilities for medical and surgical instruction not found in any other city in this country.

Practical chemistry.

The laboratory is well supplied with apparatus and the study of practical and analytical chemistry may be pursued by the student. Apparatus and material will be furnished at cost by the professor of chemistry.

Practical surgery.

A surgical clinic is held by the professor of surgery on Wednesday at the hospital, and during the session a large number of capital operations are performed in the presence of the class, and the students in rotation are required to assist in the operations, and receive special instruction in the management and after-treatment of the patients. Minor surgical operations will be assigned to advanced students.

Practical obstetrics.

Advanced students may receive instruction in the actual practice of midwifery under the direction of the professor of obstetrics. Those wishing to avail themselves of this privilege will hand their names to the professor of obstetrics and cases will be assigned to their care.

Practical anatomy.

Special attention will be given to practical anatomy. There will be an abundant supply of anatomical material, and the students will possess unusual facilities for the pursuit of this important branch of medical education.

Practical pharmacy.

The dispensary attached to the hospital will be open to students and they will be thoroughly instructed in the preparation, properties, and compounding of medicines.

Library.

Arrangements are making for the establishment of a medical library, which will be accessible to all the students.

Text-books and works of reference.

Chemistry.—Roscoe's; Johnson's Turner's; Brande and Taylor's; Lehman's Physiological Chemistry; Taylor's Toxicology.

Surgery.—Druitt's Surgery; Gross's Principles and Practice of Surgery; Paget's Surgical Pathology; Macleod's Surgical Diagnosis.

Obstetrics.—Bedford's Obstetrics; Hodge's Obstetrics; Hodge on Diseases Peculiar to Women; West on Diseases of Women; and West on Diseases of Children.

Anatomy.—Leidy's Elementary Treatise on Human Anatomy; Wilson's Anatomy, with Kolliker's Microscopical Anatomy; Sharpey and Quain's Anatomy; Gray's Anatomy; Agnew's Dissector; and Hodge's Dissector.

Institutes of Medicine.—Marshall's Physiology; Dalton's Physiology; and Kirke's Manual of Physiology.

Materia Medica.—Pereira's Materia Medica; Biddle's Materia Medica; Carson's Synopsis; Wood & Bach's Dispensatory; Headland upon the Action of Medicines.

Practice of Medicine.—Flint's, Wood's, and Bennett's Treatises upon the Practice of Medicine; Walsh on the Diseases of the Heart and Lungs; and Taunier's Practice of Medicine.

To clergymen.

All regularly ordained clergymen are admitted to the medical lectures upon the payment of the matriculation and graduation fees.

To the profession.

All graduates of regularly chartered medical colleges may be admitted to the lectures upon payment of the matriculation fee.

Ad eundem degrees.

The *ad eundem* degree of Doctor of Medicine may be conferred upon any regular graduate in good standing, who has been engaged in the legitimate practice of medicine for not less than five years, on payment of the graduation fee.

Requirement for graduation.

Applicants for the degree of M. D. must have studied medicine at least three years, and have attended two full courses of medical lectures, one of which shall have been in this institution. They are required to possess a thorough English education; to have

studied the elementary treatises on mathematics, and to have sufficient knowledge of the Latin language to understand prescriptions and the medical terms in common use.

For the degree of Doctor of Pharmacy the candidate must be at least twenty-one years of age, present proper testimonials of good moral character, produce satisfactory evidence that he has studied two years with a druggist duly authorized to practice his profession; he must also have attended two full courses of lectures, the last of which shall have been in the Howard University, and have passed a satisfactory examination, and have presented an acceptable pharmaceutical thesis in his own handwriting.

Fees.

FOR THE MEDICAL COURSE.

Matriculation	\$5
Full course of lectures.....	135
Graduation	30
Single tickets.....	20
Clinical instruction.....	Free.

FOR THE PHARMACEUTICAL COURSE.

Matriculation	\$5
Full course of lectures.....	50
Graduation	20
Apparatus and material, at professor's charges.	

Arrangements have been made by the trustees of the university to remit a part of the expenses of deserving indigent students, on making application in writing to the secretary of the medical faculty.

Tickets for the course of lectures must be obtained from the secretary.

For further information, address

JOS. TABER JOHNSON, M. D.,
Secretary, Corner Tenth and M streets, Washington, D. C.

Correspondence—Presidency of Howard University.

WASHINGTON, D. C., April 6, 1869.

DEAR GENERAL: At a meeting of the trustees of Howard University on the 5th instant, you were, on motion of J. W. Alvord, unanimously elected to the office of president of the university.

The trustees were advised that you did not desire a salary; but, being by the by-laws obliged to designate one, they named a merely nominal amount.

Permit me to express my personal gratification at the choice, and the hope that you will at once enter upon the discharge of the duties.

Very truly, yours,

W. F. BASCOM,
Secretary pro tem.

Major General O. O. HOWARD,
Washington, D. C.

WASHINGTON, D. C., April 6, 1869.

DEAR SIR: Your official notification of my election on the 5th instant to the office of president of the university is just received. Thanking the trustees for the confidence they repose in me, and yourself for the courteous manner in which you notify me of their choice, I wish to say that I will accept the office, with the understanding that my continuance therein shall be but temporary, and that the execution of the duties imposed shall in no way interfere with the performance of my official trusts under the government of the United States.

Very respectfully, your obedient servant,

O. O. HOWARD,
Brevet Major General United States Army.

Professor W. F. BASCOM,
Secretary of the Board of Trustees, Howard University.

Extracts from the Records of the Trustees of Howard University.

NOVEMBER 20, 1866.

Whereupon, by request of Dr. Boynton, Rev. B. F. Morris, as the result of reflection and consultation with other brethren, set forth the plan of a theological seminary, having in view the training of colored men for the ministry. * * * * *

On motion of Rev. D. B. Nichols, the name of "Howard Theological Seminary" was unanimously adopted for the proposed institution. * * * * *

Also, General Howard proffered to erect a suitable building for the seminary, providing a proper lot could be provided. Whereupon, Brother Brewster guaranteed a lot. * * * * *

DECEMBER 18, 1866.

After further remarks by General Howard, Dr. Boynton, Rev. B. F. Morris, and Dr. S. L. Loomis, upon the report of committee on buildings and grounds, it was moved by Mr. Morris, and voted that said committee be authorized to purchase the property located near the terminus of Seventh street railroad north, for purposes and as proposed by report of committee. * * * * *

JANUARY 8, 1867.

Upon statement of General Balloch in regard to purchase and lease of property, and on motion of J. B. Johnson, esq., J. B. Hutchinson, treasurer, was authorized to receive the said property in behalf of the board of trustees, providing Major General Howard may deem the same expedient or desirable. * * * * *

After remarks by General C. H. Howard, Dr. Boynton, and H. A. Brewster, esq., and on motion of Rev. D. B. Nichols, the name of the institution was changed from "Howard Normal and Theological Institute" to "Howard University," subject to the opinion of the law committee. * * * * *

JANUARY 29, 1867.

The question whether provision by the charter shall be made for the admission of females was freely and with lively interest discussed *pro* and *con*, the prevailing sentiment being that no distinction should be made. * * * * *

General O. O. Howard suggested the practicability of uniting several kindred institutions in one, setting forth that thereby the Freedmen's Bureau might render more effective and ample co-operative aid. * * * * *

On motion of Dr. S. L. Loomis, it was voted that the rent of the property leased by Howard University (January 1, 1867) shall be \$1,200 per annum. * * * * *

MARCH 19, 1867.

On motion of General O. O. Howard, General George W. Balloch was elected a trustee, and on motion of H. A. Brewster, esq., General Balloch was elected treasurer of Howard University. * * * * *

Resolved, That General George W. Balloch, treasurer of Howard University, be instructed to lease the property now occupied by said university, situated near the north end of Seventh street, for the sum of \$1,200 per annum; said lease to bear date January 1, 1867. * * * * *

APRIL 8, 1867.

General O. O. Howard reported the purchase of other property for Howard University, situated near that which is now held for the same purpose, setting forth sundry and just reasons therefor, all which was highly appreciated by the board.

On motion of Dr. Loomis, it was

Resolved, That the board of trustees do ratify said purchase. * * * * *

On motion of Dr. Barber, the secretary was directed to make application to General O. O. Howard, Commissioner Freedmen's Bureau, for the erection of suitable and adequate buildings for the use of Howard University on the site of the late purchased property. * * * * *

On motion of E. M. Cushman, esq., General Whittlesey, financial agent, was instructed to select a lot, at discretion, not to exceed one acre in area, from the grounds of Howard University, the same to be donated to General O. O. Howard, for the purpose of erecting a private residence thereon. * * * * *

APRIL 15, 1867.

The secretary read a letter, addressed by him, as per instructions, to General O. O. Howard, Commissioner of Freedmen's Bureau, requesting the erection of suitable buildings on the grounds of Howard University, for purposes set forth in the act of incorporation, therein referred to, and returned by the Commissioner with his favorable indorsement thereon. * * * * *

APRIL 22, 1867.

General O. O. Howard moved that the treasurer be required to give bond in the sum of \$15,000.
 Adopted. * * * * *

MAY 20, 1867.

General O. O. Howard, chairman of executive committee, made a verbal report, to the effect that, for certain good and sufficient reasons as stated, a former bargain for the purchase of certain real estate of John A. Smith was canceled by mutual consent, and that an arrangement had been made for the repurchase of the same property. (For terms, see file; John A. Smith to General Howard, of even date.)

Whereupon Dr. Barber offered the following:

Resolved, That the proposition of Mr. John A. Smith, made this day to General O. O. Howard for the sale of his farm, be accepted by the board of trustees; and that the executive committee are hereby authorized to complete the purchase of the same.

Adopted. * * * * *

JUNE 4, 1867.

Resolved, That the purchase of John A. Smith's farm, near the city of Washington, made on behalf of the Howard University, is hereby confirmed, and the deed of John A. Smith for the same is accepted, and Rev. C. B. Boynton, president of said university, is hereby authorized to execute notes in its name to the said John A. Smith for the deferred payments, and to sign and seal a proper deed of trust on said premises to secure said notes.

Adopted. * * * * *

JULY 9, 1867.

Mr. Searle, architect, being present, exhibited plans and drawings of university buildings, which were examined with much interest by the board.

Bids for the erection of university buildings were opened. General O. O. Howard made a statement in reference to the proposed erection of suitable buildings for the university, reading extracts from the acts of Congress covering the appropriations, to the Freedmen's Bureau.

Mr. H. A. Brewster offered the following resolution:

Resolved, That the board of trustees of Howard University approve the plans and specifications presented by Mr. Searle for the university buildings.

Adopted. * * * * *

AUGUST 14, 1867.

General O. O. Howard formally declined to accept the land heretofore donated to him by the board, and declared his intention to purchase the same at valuation.

Mr. H. A. Brewster moved that the executive committee be authorized to arrange the terms of sale, with General O. O. Howard, of said land.

Adopted. * * * * *

AUGUST 20, 1867.

Rev. E. W. Robinson, from the executive committee, reported the action of said committee relative to the sale of a lot, upon the university grounds, to General O. O. Howard of one acre for \$1,000.

On motion of Dr. H. Barber, the report was agreed to, and the action of the committee unanimously confirmed by the board. * * * * *

DECEMBER 2, 1867.

On motion of General Balloch, the board agreed to receive from General O. O. Howard a note on demand, with interest, for \$1,000, and convey to him lot No. 11, in block No. 4, containing one acre, in fee simple, and the president and secretary execute the deed.

Deed executed December 31, 1867. * * * * *

DECEMBER 7, 1868.

On motion of General Howard, the rule requiring each professor in the university to be a member of some evangelical church was rescinded, and the subject referred to Dr. Sunderland, Senator Pomeroy, and General Howard to present a substitute for said rule. Dr. Sunderland was authorized to report this action to Mr. Langston. * * *

General Howard proposed for himself and other parties to purchase a large number of lots at reduced rates in blocks 12 and 13, and a plan for a resurvey of those blocks, on account of the difficulty of the grades in the hill, was presented; and, on motion, the subject was referred to the executive committee, with power to negotiate sales and report on the survey. * * * * *

APRIL 5, 1869.

The committee appointed in September last to tender the office of president of the university to General O. O. Howard reported, through their chairman, that they had discharged that duty. Whereupon, on motion of J. W. Alvord, General O. O. Howard was unanimously elected president of the university; and it was voted that his salary be *one dollar* per year until otherwise ordered. * * *

APRIL 22, 1869.

The minutes of the last meeting were read and approved, after which Mr. Bascom read a letter from General O. O. Howard, accepting the office of president, on conditions. Dr. Loomis moved that the letter be received and placed on file and its conditions be accepted. Passed. * * *

MAY 21, 1869.

Mr. Bascom, chairman of committee on purchase of normal school property, reported in favor of the purchase of the property for \$6,000. Moved by Mr. Brewster that the report be accepted, and the treasurer be requested to make the purchase. Passed. * *

SEPTEMBER 6, 1869.

On motion of Mr. Cole, it was

Resolved, That in anticipation of the transfer to Howard University by Brevet Major General O. O. Howard, United States Army, Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, of the buildings erected by said bureau on the college reservation, in the Howard University subdivision of the farm of John A. Smith, commonly known as "Effingham Place," Washington County, D. C., and on lands immediately adjoining the same, owned by said Howard University, formerly known as the "Beckert Lot," and the "Mt. Pleasant Farm," and on other parts of said subdivision, John A. Cole, secretary of the board of trustees of the Howard University, is hereby fully authorized to accept of such transfer, and to guarantee in the name of the said Howard University, and under the seal thereof, the perpetual use of said buildings, or the proceeds of the rental or sale thereof, for educational purposes, never excluding pupils on account of race or previous condition of servitude. Also,

Resolved, That in every instance wherein the Bureau of Refugees, Freedmen and Abandoned Lands shall transfer to the Howard University, in accordance with law, any buildings now or hereafter held on the property returns of said bureau, the secretary of the board of trustees of the Howard University is hereby fully authorized to accept of such transfer, and to guarantee in the name of the said Howard University, and under the seal thereof, the perpetual use of said buildings, or the proceeds of the rental or sale thereof, for educational purposes, never excluding pupils on account of race or previous condition of servitude.

General O. O. Howard's statement of facts.

The Hon. Fernando Wood, introducing his charges against me, uses these words:

"That General Howard had been guilty of malversation and dereliction of duty on the following points:

"*First*. That he has taken from the appropriations made for, and the receipts of, that bureau, more than \$500,000 improperly and without the authority of law, for the Howard University, hospital, and lands."

In reply, I do not deny the amount alleged to have been appropriated to the Howard University, including all the buildings constructed; the hospital with its several wards and out-buildings, and the lands, so far as the indirect aid in their purchase, and the necessary grading and sewerage, connected with the structures, are concerned. But I do deny that this amount, or any amount whatever, with my knowledge and consent, has been expended "improperly and without authority of law." A portion of this money has been expended in the structures themselves. By reference to the appropriation act, approved March 2, 1867, it will be seen that Congress appropriated \$500,000 to the rental, repairs, and construction of buildings for the education of the people committed to my charge, and for asylums. This was for the fiscal year ending June 30, 1868. Subsequently, by act of Congress of July, 1868, all unexpended balances in the hands of the Commissioner, not required for other legitimate purposes of the bureau, are devoted to the work of education according to the laws already existing. These laws, and the authorized regulations of the bureau under them, directed the educational aid from the regular appropriation to rental, repairs, and construction, the transportation of teachers and supplies for the schools; also, to the payment of superintendents, clerks, and agents engaged in the school work. This method of expenditure was set forth in my request for the appropriation, and is evidently intended by the wording of the act of July, 1868, (section 2.)

The freedmen's hospital in this District, including the main structure, all the wards and the necessary out-buildings, was demanded in the reduction of the number of hospitals in different parts of the country. It was necessary to make provision somewhere

for the aged, the infirm, the deranged, and the imbecile that were already on our hands, for whom it was impossible to make provision in the different States. Very many came from Virginia—Freedmen's Village for example—where there were none to take care of them. The former system of providing for these indigent people in families became impracticable, especially where large numbers of the inhabitants had lost their property by the war. Families to which some of the freed people had belonged had become scattered or extinct, and where this was not the case I had no power of compulsion. I could not send a decrepit or imbecile freedman to a family that refused to receive him.

Upon breaking up the hospital at Louisville, Kentucky, neither the State nor the city could be induced to take charge of the poor inmates, and I was obliged to bring many of them here. In my judgment the hospital, or, more accurately, the asylum for aged and infirm freedmen, became an absolute necessity. Possibly the "improperly and without authority of law" may have been inserted in the charge because the government did not itself hold the land upon which these buildings were erected. There was no other method of holding land than by trustees. The act of Congress, approved March 2, 1867, which provides that the Commissioner may transfer sums of money from the freedmen and refugees' fund to institutions incorporated, shows a recognition of the organizations which may properly execute the trusts conferred by the several laws bearing upon the subject of education. There was no direct method of holding land by the government, either for educational buildings, or asylums provided for in the law itself; therefore, I chose two methods that I deemed safe and right: one to use corporate bodies that, from their charters, could properly receive and execute the trusts imposed, and the other by an order, or orders, to impose special trusts upon selected trustees to carry out the object of an appropriation, or to aid me in the exercise of existing discretionary power. The latter method has been employed in very few cases indeed, and only where some pressing necessity seemed to me to render this course unavoidable.

The trustees of Howard University had their powers conferred by Congress, and willingly undertook, not only the work of education pertaining to the classes especially committed to my charge, but offered me the advantage of a portion of their land for the asylum. Certainly, the university, in its medical department, receives benefit from the asylum, and will do so as long as it shall continue. Yet I can conceive of no better advantages, none more economical, than are here afforded me, as Commissioner of the bureau, for its purposes.

It is found by the testimony that a portion of the \$500,000 named was transferred to the university for its use. This came from the freedmen and refugees' fund, and was, therefore, in exact accordance with the act referred to above. (Act of March 2, 1867.) If it be claimed that the university charter does not call for the education of refugees and freedmen, or their children, the answer is: That its charter is not limited; that in the reception of all the funds derived from the government the university corporation formally accepted the conditions expressed in the order of transfer and in the contracts for building. The deeds of transfer of the buildings also expressly demand and secure the fulfillment of this important condition.

The uniform interpretation of the law with reference to the refugees and freedmen's fund has been, as it was doubtless originally intended, to comprehend any incorporated institutions that would obligate themselves, faithfully, to educate refugees and freedmen and their children.

The preliminary meetings of the trustees of the Howard University show, beyond question, that the original design was the education of freedmen and their descendants; and the classes in the several departments, from its beginning till now, show that that design has been carried into execution; the charter is not limited, but it was intended to comprehend this object.

Do I not, then, rightly claim that the appropriation made for, and the receipts of, the bureau, which have been devoted to the Howard University, hospital, and lands, have been used properly and with express authority of law?

"*Second.* That portions of the land alleged to have been sold for the benefit of the Howard University fund were disposed of improperly to members of his own family and officers of his staff."

The second point is not true. No members of my family, nor officers of my staff, have owned any of the land. Some officers of the bureau have purchased land, as did other people, at the market price, and I have never, in any way, sought to influence or control the sales in their favor.

"*Third.* That bonds issued in aid of the First Congregational church of the city of Washington were taken in payment for a portion of this land, which have not yet been redeemed or paid, nor have they been returned in his official accounts as such."

The third point is not true; certainly I have no knowledge of any such transaction. If it were true, it would in no way properly apply to me, for I could not officially account to the government for the property of the university.

"*Fourth.* That the university building and hospital were built of patent brick sur-

nished by the American Building Block Company; in which General Howard, Charles Howard, General E. Whittlesey, and C. W. Alvord, all attached to the bureau, were interested as stockholders."

The fourth point, so far as my interest in the Washington Building Block Company is concerned, is not true. I was in the company, but left it before commencing to build the structures of the university of the material in question.

The other gentlemen named remained in the company, as I firmly believe, with no intention of wrong-doing.

The operation in the manufacture gave employment to a large number of colored men that were then out of employment; the specimen material seemed excellent, and they believed they were doing a good work by this investment of their means, with no very considerable prospect of profit at the low price they proposed to furnish the block. The business head and manager, as well as the employes at the yard, had no governmental position. As now appears, no dividend was ever declared, and these gentlemen have realized nothing, thus far, from their investment.

"*Fifth*, That the specifications for the construction of those buildings provided that the material used in their erection should be taken from the brick made by this company, thus preventing competition, and securing the use of that brick, and no other, for that purpose."

The fifth point is a mistake. By reference to the university, hospital, and dormitory contracts it will be seen the specifications confined to the class of material, viz: American building block, not to the company, as specifications always do provide for specific material in any given building. The competition, it is true, was not great, because this company could make block for less than it could be made and transported from New York, and Philadelphia, where were the nearest works of manufacture.

The company never put the block or its heavier materials, for example, the corner blocks, water table, &c., as high as at New York. I was much pleased with the building block; the recommendations were abundant from our first scientific men and experts; the specimens were handsome, those that had age were very fine.

Our trustees, without an exception, approved of the material, and asked for its use by a unanimous resolution.

The university and dormitories stand so firmly that experts and experienced builders express complete confidence in their safety and durability. I had no mercenary motive whatever in the use of this patent block.

"*Sixth*. That the brick so used was unfit and nearly worthless; parts of the building have fallen down in consequence, and other parts have since been repaired and rebuilt, at an expense of \$13,000."

The sixth point will certainly not apply to the university, nor to the dormitory, and I doubt not a different report would have been made, even at the hospital building, had not the structure been subjected to so unfavorable conditions in building, to frost, then heavy rain. It will be observed that the university, including all that was added to perfect the structure, and the present hospital building, including the loss, compare most favorably in point of cost with any other large buildings in this city or elsewhere.

"*Seventh*. That, by his consent and with his knowledge, lumber belonging to the government was used by this company, and appropriated to its own benefit, being re-sold to its employes."

The seventh point is far from being true. The university did lease an old building or buildings to the company, (Coyle's old sand lease of one acre became the company's,) and the university repaired these buildings. I never authorized the issuing of lumber to the Building Block Company. Once an officer said to me that some lumber had been improperly taken to the works, and I told him to demand payment of the company, if this was true, as has been shown in testimony of Major Brown.

"*Eighth*. That he pays rent to the Howard University from the funds of the bureau for the privilege of a headquarters."

The eighth point true. I have rented the most of one floor, and part of another for the purpose of the bureau, since the building became the property of the university, not before. When in town the buildings I was obliged to rent cost much more, the pay went to private parties, while now the money goes to pay the teachers of the children of freedmen. In this way we have economy to the government, and have secured good accommodations for the bureau work.

"*Ninth*. That he draws three salaries, viz: one as a brigadier general in the United States Army, another as Commissioner of the Freedmen's Bureau, and a third as head of the Howard University."

The ninth point is in no sense true. The salary of the president, which is fixed by the recorded resolution, I have never drawn. To draw the salaries of Commissioner and of my rank in the army at the same time would not be possible. I have never attempted it. I have drawn my army pay and allowance, which is less than I would have had commanding a department. The sum fixed by law for the Commissioner has been saved.

"*Tenth.* That he has paid from the funds of the bureau over \$40,000 for the construction of the First Congregational church in this city, taking the church bonds in return, which he has either returned in his accounts as cash on hand, or sent South for the purposes of the bureau."

The tenth point is surely not sustained by facts. The treasurer and the agent of the university, and the treasurer of the incorporated normal school at Richmond, Virginia, did invest in the notes or bonds, secured by deed of trust upon the church property; but not by my orders or instructions. The security is good, and I have no doubt of the propriety of the investment. The institutions have suffered no loss by it, and it is intended by all parties concerned they shall not.

"*Eleventh.* He has advanced a large sum from the funds of the bureau to the Young Men's Christian Association of this city, taking their bonds in payment, which have been sent to Tennessee to help the freedmen's schools in that State."

The eleventh point is not true at all. I have only given my private subscription to the Young Men's Christian Association, and never, directly or indirectly, any government funds whatever. I did sell, as has been shown in evidence, \$1,500 of the Young Men's Christian Association stock that I held to a corporate body, the Fisk University, guaranteeing it at par, and have since fulfilled my guarantee.

"*Twelfth.* That he caused, or knowingly allowed, lands in this city, owned by an officer of the bureau, to be transferred to a freedmen's school in North Carolina, the officer taking the money appropriated for that school, and the school the lands in this city; thus perpetrating a fraud both upon the government and the freedmen."

The twelfth point gives, as I view it, a false impression. Surely no officer of the bureau other than myself has ever, to my knowledge, transferred any land to any freedmen's school. If there is blame in the actual transaction, doubtless referred to in this point, I alone must bear it. I received through I. M. McKim, secretary of the Freedmen's Union Commission, from England, some money to invest in land for freedmen, or in some agricultural operation. It was when the black men were not so popular as they are now, and lots could not be purchased by those in need, except for cash. From Moses Kelly, esq., through Dr. J. M. Thompson, I learned that I could obtain a square, or half square of land, by the payment of part cash, and the rest in mortgage notes, with deferred payments. I wrote to Mr. McKim, and asked if I had not better invest the money (about one thousand dollars) in this land, and sell lots on time to the freedmen, and as the money came in reinvest it for a similar purpose. He expressed his cordial approbation of my plan.

The Virginia avenue, which passes, touching the land on the north, had an appropriation for completion. This appropriation was not enough for the work, and proper access to the land was delayed. I therefore resolved to sell it as a whole. I gave five cents per square foot. At the same price I offered two-thirds of the square bordering on Virginia avenue to the Saint Augustine Normal Institute in North Carolina, for the investment of any fund that was not immediately needed. Land on the next street east was at the time held at thirty cents. The Virginia avenue was in process of completion, and the new railroad (Baltimore and Potomac) to pass near it. The transfer of the land was agreed to and made, and the money derived from it used to take up the notes. The original fund was again invested for the agricultural department of the university, in which students without means are working for support. If it be asked where the Saint Augustine Institute received its money for this investment, I answer, it was from the dividend of that raised from the Barry farm. Since the property has belonged to the Saint Augustine Institute, I have allowed it to be graded, especially and mainly to give work to destitute freedmen, and also to enhance the value of the property. The grading gave work and bread to a large number of industrious colored people, after the extreme hardships and destitution of the winter, during the spring and summer following. The most of them were purchasers of lots on Barry farm, of which I will speak under the next point:

"*Thirteenth.* That he was interested in the purchase of a farm of about three hundred acres, near the lunatic asylum in this county, for which the public funds and other property of the government were used. Buildings were erected thereon, built of lumber belonging to the government, and then let or sold to freedmen at exorbitant prices; and that he and his brother, Charles Howard, were personally interested in this transaction as a private pecuniary speculation."

The thirteenth point I regard a misstatement, containing a charge having no foundation in fact.

I will give a brief history of the "Barry farm" transaction. I will first present the order, which is already in evidence, viz:

[Special Order No. 61.]

"WAR DEPARTMENT,
"BUREAU OF REFUGEES, FREEDMEN AND ABANDONED LANDS,
"Washington, April 23, 1867.

"II. Brevet Brigadier General George W. Balloch, chief disbursing officer of this bu-

reau, will transfer the sum of fifty-two thousand (\$52,000) dollars to a board of trustees, consisting of S. C. Pomeroy, J. R. Elvans, and O. O. Howard; this amount to be held in trust by them for the benefit of three normal collegiate institutions or universities, embracing the education of refugees and freedmen; said institutions being incorporated, or as soon as they shall be regularly incorporated; one located in the District of Columbia, one in the State of Virginia, and the third in the State of North Carolina.

"The said trustees may invest the said fifty-two thousand (\$52,000) dollars in land, with a view of relieving the immediate necessities of a class of poor colored people in the District of Columbia, by rental, by sale, or in such other way as their judgment shall direct for this purpose, provided all proceeds, interest, or moneys received from rental or sale, over and above necessary expenses, shall be annually transferred to the said three institutions, and in all cases to be divided equally between them.

"By order of Major General O. O. Howard, Commissioner.

"A. P. KETCHUM,

"Acting Assistant Adjutant General."

This order explains itself.

Now with regard to a few facts that constrained me to the course I have pursued.

A gentleman, living on Meridian hill, prior to the issuing of the above order, had a long row of government sheds, used for barracks or hospital purposes during the war, situated on land valued at \$1,500 an acre. In these buildings refugee colored people had taken up their residence, from all quarters. Some were cultivating small gardens, and some had no employment. They could not possibly pay him rental, and he was constrained by circumstances to sell his land. The colored people were very poor and destitute, and he disliked to turn them off, so that he did what hundreds of others have done in perplexity, came to the Commissioner of the Freedmen's Bureau, and asked him what could be done. I said to this gentleman that there were thousands in just that condition, and I did not know what could be done. I was charged with "feeding people in idleness," and I must not make paupers of them. I got into the carriage with him, and we rode to the old buildings. I called out all the men I could find, (some of them were quite intelligent,) and talked with them; asked what they wanted to enable them to become self-supporting. Several answered "land." They realized that they could not stay where they were long. I said, now if I could manage to secure you a homestead, say an acre of land apiece, near the city, might I rely upon it that you would work, and repay the outlay. Some promised earnestly to do so, and received aid as I will explain; others hung their heads and said nothing. Now this is a description of quite a number of communities, at that time, in Washington and in its vicinity. In meditating upon the condition of things and this pressing necessity, I thought it would be well to take a portion of the "freedmen's and refugees' fund," which had been accumulated mainly from the rental of abandoned property, and which I had already devoted, in my discretion, to educational purposes, and purchase a farm as near Washington as possible, divide it up into acre lots, give lumber enough for small and comfortable tenements, and sell to the poor freedmen on time—on a bond, to be followed by a deed in fee as soon as the terms of the bond should be fulfilled.

I had great difficulty, at that time, in finding anybody who would sell, and had finally to purchase without being known in the matter, or without having the object of the purchase revealed. After selecting trustees, taking legal advice, the purchase was made, and the plan was carried into execution.

The following tabular statement will exhibit the condition of the fund when I turned over to my successor:

1. Original purchase-money	\$52,000 00
2. Expended for roads, streets, and surveys.....	7,517 95
3. Lumber for houses.....	16,407 60
Total.....	75,925 55
Amount returned to fund while I was treasurer, and appropriated as per account current.....	\$31,178 12
Amount on hand turned over to John A. Cole, my successor as treasurer..	10,081 41
Unsold lots, valued at.....	12,426 76
Amount due on contracts, April 17, 1869.....	28,783 71
	<hr/>
	82,470 00
Balance in favor of fund.....	6,544 45

This balance is sufficient to cover the interest on the money used for the time invested.

Now as to the character and use of this fund:

It cannot be assumed that the Barry Farm fund is public money of the United States. If the original order of expenditure was in accordance with law it became at

once a fund held in trust for the three institutions designated by the trustees. Therefore, an investment of the fund in accordance with the wishes of the proper official representatives of these institutions, became proper after the transfer to them of any sum in the hands of the treasurer.

The normal school at Raleigh, North Carolina, invested a portion of its dividend in the two-thirds of square No. 1025, as explained under the last point. The normal school at Richmond, Virginia, invested its first dividend in the mortgage notes or bonds of the First Congregational church.

The latter investment was a good one; the former, the land is worth three or four times its cost, and the officers of the school now highly value their investment. I parted with this land at precisely the same figure that was given, viz, five cents per square foot, except that a small alley was reckoned out in the purchase and reckoned in at the sale, not affording enough gain to cover interest on the notes, the surveys, and other expenditures.

Not regarding the fund as belonging to the United States, I did not act as a United States disbursing officer, but deposited it, as instructed by the trustees, in the Freedmen's Savings Bank, and invested it, from time to time, in United States bonds, and such other securities as the trustees approved, in this way increasing the fund by the interest till the dividend should be made. I was not, as is charged, interested privately in the purchase of this farm; have not made a dollar of gain by it in the purchase and sale of lots, nor has my brother or myself been interested in the purchase of lumber, as a private pecuniary speculation, and never to my knowledge was there a single instance of exorbitant charge for the lumber furnished to the freedmen. I never heard of a complaint of that to any officer or agent who came in contact with the settlers.

"*Fourteenth.* He has discharged the duties of the office of Commissioner of the bureau with extravagance, negligence, and in the interests of himself and family and intimate friends."

This is not true. Extravagance and negligence on my part cannot be proved. I have labored hard, with fidelity and success, as the results accomplished will show, in securing the reward of labor to freedmen, establishing justice, providing for the poor without pauperizing them, caring for the helpless, indigent, the sick and orphan children in asylums, leaving but one asylum as a legacy to the government, and more than all in co-operating, according to the requirements of law, with benevolent and educational associations—upwards of thirty in number—so as to more than equal the appropriations of the government in the establishment of schools of every description, from the primary to the university.

These schools have been more than two thousand, with pupils at times numbering two hundred and fifty thousand.

A careful, dispassionate survey of my work, and that of the officers and agents who have aided me, instead of intently gazing at the flaws which every human enterprise *must* present, will completely vindicate me from this charge.

The only member of my family who has ever had any connection with the bureau is General C. H. Howard, my brother, and he came into it, not at my request, but was first detailed, at General Saxton's request, in South Carolina, by the War Department. I consulted not *his*, but what I believed to be the *public* interest in his retention; for according to my deliberate conviction his individual interest would have been better subserved by a discharge long before it took place; and as to intimate friends, permit me to say that they have become so by a faithful discharge of public duty. No corrupt interest of any of them has ever appeared or been favored by me.

"*Fifteenth.* That he is one of a ring known as the "Freedmen's Bureau Ring," whose connections and influences with the Freedmen's Savings Banks, the freedmen's schools of the South, the political machinery of a party in the Southern States; and whose position has been to devote the official authority and power of the bureau to personal and political profit.

The fifteenth point is imperfect in its expression. The charge of "Freedmen's Bureau Ring" is denied, unless it is to be understood that certain individuals who are, and have long been, earnest workers for the benefit of their fellow-men, are *intimate and united in good works*. The "ring" is placed in good connection with the "Freedmen's Savings Banks" and the "freedmen's schools at the South," but the political party is not specified. I hope those who work against the poor and the lately enslaved are not intended, if so, I deny the connection. But as to devoting the official authority and power of the bureau to personal and political profit, I am in no way guilty. There are no facts to sustain such a charge.

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