

New York, June 19th, 1896.

NEW YORK FIRE DEPARTMENT.

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In the matter of the investigation
-of-
the management of the office of Building
Superintendent, held by Ed. O'Meagher Condon.
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TO THE BOARD OF FIRE COMMISSIONERS:

In the matter of the investigation by the Board of Fire Commissioners into the management of the office of Building Superintendent, held by Ed. O'Meagher Condon, I desire to submit the following report, based almost entirely upon the Building Superintendent's own admissions and contradictions, made in the presence of the Board.

Some time before the beginning of this investigation, my attention had been called to certain loose methods of conducting his office, on the part of the Building Superintendent. Complaints came to me from various contractors that although they had completed the work in some of the Company quarters months ago, their bills (amounting in the aggregate in some cases to \$2,000. or \$3000.) had never been paid; and, so far as they knew, had never been forwarded to nor had been received by the Board of Fire Commissioners. Upon inquiry, I was informed by the Building Superintendent that there had been no unusual outlays in expenditures or delays in the completion of work or the forwarding of requisitions. Learning, however, that the work of altering the building at No. 160 Chambers Street was not in progress, although

the plans and specifications for the alterations were approved by the Board on the 11th of January last and the Superintendent had then received definite instructions to file the plans at once and proceed with the specifications and advertising for the work as speedily as possible, I, early in May, at a regular meeting of the Board, asked Mr. Condon the direct question as to whether those plans had been filed. He answered that they had been filed six or eight weeks before, and, in reply to my further questions, actually stated the name of his subordinate, Mr. Quirk, who, he said, filed the plans with the Building Department. This was on Wednesday. On Friday, of the same week, I sent for Mr. Condon, who confessed to me that he had only filed the plans on the day before and that he had told me a falsehood on Wednesday. He also stated that he was perfectly well aware when he said that the plans had been filed that they had not been so filed. When I demanded an explanation, he answered that he did not wish to get a subordinate in his office into trouble, but, on being further questioned, confessed that his subordinate had little or nothing to do with the matter and that the fault was entirely his own - thus adding to falsehood an untruthful charge against a subordinate. At a still later occasion, in the presence of Commissioner Ford, he gave as another excuse for not filing the plans as directed by the Board that he wished to delay the work until about election time. This setting aside of an explicit direction of the Board was serious enough of itself, particularly as the Department will thereby be deprived for many months of the use of this important site; but it became vastly more serious when the Building Superintendent in order to conceal his own delinquency, chooses to tell the Board a deliberate falsehood regarding matters connected with the work of his office.

~~It subsequently called~~ was subsequently called Mr. Condon's attention to matters connected with the general administration of his office. I had learned that on May 6th, after the regular adjournment of the meeting of the Board, at which I had been present, a majority of the Board re-convened when I was not present and passed requisitions for carpenter work as follows:

Hook & Ladder Company No. 18.....	\$785.00
Engine Company No. 56.....	865.00
Engine Company No. 18.....	875.00
Engine Company No. 17.....	935.00
Engine Company No. 30.....	958.00
A total of	\$4,450.00

These requisitions, as I afterwards learned, were all for work that had either been completed before that time or had been commenced without the authority of the Board. On May 13th, thirty-eight requisitions aggregating \$6,777.00 were handed to the Secretary after the regular meeting of the Board without having endorsed upon them the approval of the Chairman of the Committee upon Building and Supplies. In all but two of these cases the work had been commenced, and in most of them, as was subsequently shown, the work was actually completed before the requisitions were submitted to the Board,- this being contrary not only to the Rules and Regulations of this Department, and the requirements of the Finance Department, but actually in violation of law -(See #64 and #46 of the Consolidation Act.)

This, with other matters brought to my attention, induced me at the meeting of the Board held on the 15th day of May, 1896, to introduce a resolution which was adopted, and which read as follows:

"RESOLVED, That the Building Superintendent be, and he is

hereby directed to report before 2 P. M. the 22d inst., all repairs made since the 1st day of January, 1896, at the various Company quarters, fuel depots, and other buildings occupied by the Department; showing the location of building, kind of repairs, etc., time of commencing work, names of estimators, cost and date of requisition."

In compliance with this resolution, Mr. Condon, on May 22, at a meeting of the Board, submitted a tabulated statement covering 91 items of repairs at various houses of the Department, of which but 53 had been approved by the Chairman of the Committee and the work ordered by the Board. The terms of the resolution seem sufficiently explicit to be easily understood, and, as the following extracts from the proceedings of the meeting of May 22nd will show, the Superintendent went on record as having complied in all respects with the resolution. I quote from the stenographic report:

"COMMISSIONER SHEFFIELD:

Q. You say that this is the answer to the resolution including the date of the authorization of the repairs, the company location, the amount of repairs, when the work was commenced, and everything except the names of the bidders? Those you will have in a few moments?

A. Yes, sir.

Q. Is all the work, except those you have specified, since the first of January on this list?

A. All carpenter work except a few small items.

PRESIDENT LA GRANGE:

Q. Why are they kept off?

A. There is a dispute about the bills.

Q. In all the cases which are not here, it is a dispute about the bills?

A. Yes, sir.

COMMISSIONER SHEFFIELD:

I wanted those as much as the others. I do not see why you should not copy them on.

CAPTAIN CONDON:

I am not able to give a satisfactory explanation.

COMMISSIONER FORD:

Q. How much do they aggregate?

A. Not a hundred dollars."

As a matter of fact, however, as afterward appeared, he had not complied with the terms of the resolution, for, after some urging, Mr. Condon submitted a supplementary report covering 32 more items of work not included in the first list, the cost of which was over \$2,000., although he had before expressly stated that these items would not amount in all to \$100. and were all matters still in dispute between himself and the contractor. It does not appear that requisitions have ever been submitted, even to this day, for any of the items last referred to, so that the condition now confronting us is that 69 different items of work requiring an expenditure of almost \$9,000. have been commenced and completed, according to Mr. Condon's own admissions, and the reports of the various company officers, without the prior approval of even the Chairman of the Committee. I again quote from stenographic record:

"COMMISSIONER SHEFFIELD:

Q. On April 28th, at the quarters of Hook & Ladder Company No. 18, there was certain carpenter work done, to the amount of \$785., and the date of the authorization was not until May 6th, eight

days afterwards, why is that?

A. For the reason that the floor was in a dangerous condition, with the apparatus going to fall through the floor.

Q. Why did you wait eight days?

A. On one of these days I had an application from 14 houses, and it was impossible to visit them all and make specifications and have the matter presented to you.

Q. Did you make out specifications before the work was done?

A. I made drafts of specifications.

Q. Did you make a draft in that case?

A. Yes, sir.

Q. How long would it take to make out a requisition?

A. Well, if it were a specification, for that matter, it would only take a few hours.

Q. You made your specifications before the work was done?

A. I made drafts of the specifications. There is a difference between the skeleton and the other. If I saw the carpenter was acquainted with the work, and I want so many squares of ~~the~~ flooring I do not specify in extens~~e~~ to hurry the matter. The man understands it and he is apt to hurry the work subject to my inspection.

Q. How long does it take to make out a requisition?

A. The length of time it would take is trivial.

Q. Five minutes?

A. More than that.

Q. Only three minutes?

A. You are not taking into account the fact that in place of giving your own estimate you give it to the lowest bidder.

Q. You do not give out the work until you get the lowest bid?

A. No, where it is possible to wait.

Q. You would not let out work until you got the lowest bid in?

A. No, except in a case of extreme emergency.

Q. There can be no case of emergency that would warrant your spending \$700. on carpenter work without getting all bids in?"

Here is a piece of work calling for an expenditure of \$785. that Mr. Condon calls an emergency case, although admitting that the specifications could be prepared in a few hours and the requisition in a few minutes. The work, according to Captain O'Hearn, was finished April 18th, five days after it was commenced, but Mr. Condon did not deem it necessary to ask the approval of the Board until May 6th, eighteen (18) days after completion.

This work was done by James Carroll, who stated that he never did any emergency work. Carpenter Hughes also testified that he never did any emergency work.

It appears by the evidence that there were but two (2) cases during the present year where repairs of any extent were so urgent as to need immediate attention, -the Repair Shops and at quarters of Engine 50.

On May 29th Mr. Condon, on being further questioned about the specifications for work, answered as follows:

COMMISSIONER SHEFFIELD:

Q. Superintendent Condon, have you the draft specifications that you used to send out when you asked for these bids?

A. No, sir.

Q. Where are they?

A. When I prepared the draft specifications and had them typewritten, I destroyed the draft. That is the rule in such cases.

Q. Now, what proof have you that they are bidding properly if you

have not the draft specifications?

A. Well, sir, I have that copied off into the requisition as soon as I have the typewritten copy made, and there is no need of the draft.

Q. Where is that typewritten copy?

A. It is upstairs.

Q. You have that?

A. Yes, sir. Latterly, in order to expedite matters, I have made a copy of the requisition in which is incorporated the specification, which contains the whole thing.

Q. Just tell me what your procedure is. You make a draft specification which you then send to the bidders, to the men you expect to bid - that is, it specified the work?

A. No, what I do is: When I become aware, either by personal observation or repeated requisitions from officers, that work is necessary -and particularly when it is pressingly necessary- I go down to the quarters and examine the work and make notes of it and bring them back and write them out. The more necessary it is the more rapidly I work. I make out a draft of a specification and ask bidders to bid. I do not send them out. They come here and bid on it.

Q. Where, in your office?

A. They come to the office and copy off the specification. It is not necessary to copy a specification in extenso. For instance, it is only necessary to say to a competent builder, I want so many squares of flooring, he knows what to do without specifying the details. He then prepares his estimates, looks at the work and sends me his bid.

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COMMISSIONER SHEFFIELD:

Q. They bid on these notes?

A. They bid on their own notes.

Q. That is, on what they had from notes? Up to this time, you had not drawn up any specifications?

A. Well, when I come back I write out the specification. It is not necessary to specify in detail the manner in which the work is to be done.

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Q. What I want to know is why are the specifications dated after (in some cases as long as two or three months after) the bids have been put in? Now, I want to know how you came to draw those specifications and date them as long as two or three months after the bids are in your possession?

A. I want to explain? I have these specifications in handwriting. My handwriting is not at all times very legible. Afterwards I get the requisition typewritten, and I take a copy of the requisition, which includes a copy of the specification in extenso, to send down to the Comptroller's Office in order to facilitate the work of his men in going around, because it is easier to read typewriting.

Q. If you have those other specifications in your office, you can produce them?

A. I can produce most of them.

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COMMISSIONER FORD:

Q. When a request for repairs comes in, you go down to the fire house whence the requisition came and make an examination of the work required to be done, and then make notes of what work ought to be done?

A. Yes, sir.

Q. Then you come back to the office and write out at length the

repairs that are needed?

A. Yes, sir.

Q. Then what do you do with that?

A. I ask those men to come in here and bid.

COMMISSIONER SHEFFIELD:

Q. Why do you ask them to come in and bid?

A. That is the usual way in all cases.

Q. Is it?

A. Yes, sir.

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Q. Is it not a fact, Superintendent, that only three seem to have gotten the contracts?

A. For the past two or three months, yes.

Q. Since the 1st of January?

A. Since the 1st of March. These men seem to have got a thorough mastery of the work and understood it better than any others doing that kind of work. They were in the habit of doing it and were able to do it more cheaply than others."

Mr. Condon, in reply to a question, said "It is not necessary to specify in detail the manner in which the work is to be done. If I go to a builder's office and get a bid on work, the specification may be forty pages. I do not need more than two or three or four sheets of foolscap to make sufficient notes on it. The work is done in a recognized way which everybody knows." Here, Mr. Condon directly charges himself with neglect, and places himself in the position of an estimator or builder and not the person whose duty it is to furnish the specifications. He admits that he would find forty pages of specifications in the architect's office, and of course any bidder in the Fire Department should find full specifications in the Superintendent's office

A specification of forty pages must contain much more than the mere penciled draft which he states it was his custom to make. The proposition is so plain that it seems absurd to enlarge upon it, as all men of experience are aware that repairs and changes aggregating from five hundred dollars to one thousand dollars in expense could not be properly bid upon without exact specifications for every detail of the work, and the conclusion is almost irresistible that the bidders and not the Superintendent had most to do in deciding the amount of repairs -which, after being made, were put into the specifications. Some of the Company officers with whom I have talked can give interesting testimony on this point.

Mr. Condon's excuse for failing to procure the approval of the Board before ordering work to be commenced is "Emergency". On this plea, he had incurred expenditures amounting to almost fifteen thousand dollars, without any authority from the Board. What was the emergency that required the expenditure of sixteen hundred dollars at the quarters of Engine Company "1" for work done in March and April, under eight different requisitions: over one thousand dollars at quarters of Engine Company #17 (some of this work being completed in January, and for not a dollar of which has the Board yet voted); more than eleven hundred dollars at the quarters of Engine Company #18; more than eleven hundred dollars at the quarters of Engine Company #30; nearly twelve hundred dollars at the quarters of Engine Company #34; one thousand dollars at the quarters of Engine Companies #54 and #56; over seven hundred dollars at Engine Company #58; over one thousand dollars at the quarters of Hook and Ladder #5; over one thousand dollars at the quarters of Hook & Ladder #18; twelve hundred dollars at the quarters of Engine Company #21; eighteen hundred dollars at the quarters

of Engine Company #8, - where does he get the authority in regard to these expenditures, and how will the Board characterize his excuse of "emergency", in regard to them?

The position of Building Superintendent is one of considerable responsibility. The Superintendent has in charge the supervision of the construction of all new buildings in the Department and the alteration and repairs of all old buildings occupied by the Department. The appropriation for alterations and repairs for the present year (including the Chambers Street house and the rebuilding of the quarters of Engine Companies #5 and #21) is \$83,000. Mr. Condon has been Building Superintendent since July 15, 1885. He has had more assistance than his predecessor, and, so far as I am aware, has been given all the clerical force that he has asked for; yet the evidence shows, and his own admissions prove, that he has virtually kept no records whatever ~~in~~ his office, and did not even know when contractors were doing work in the Department, - in many cases stating that the work had not been begun for many weeks after it had been finished. Furthermore, it is a fact that for a considerable period he failed to fully avail himself of the services of his most experienced and most valuable assistant.

The evidence further shows that the Superintendent's reply to the resolution of the Board is utterly worthless as a record of the time when work was begun in the various quarters. For the purpose of bringing the time of beginning the work close to the date of the requisition for the work, he has falsely stated dates many weeks after the real date. He at first stoutly insisted that his own dates were correct, varying possibly a day or two from the real date, and that he kept a record on slips of paper of the actual time when each contractor began his work. (See the testimony of Condon at the hearings of May 22 & May 29).

When asked to produce these records, he confessed that he did not have them; and when confronted with the statements of the officers of the Department, taken from the Company journals, showing the dates at which work was actually begun and finished, he was forced to again confess to misstatements, and to admit that his record in regard to dates was false and misleading. I quote from the evidence in regard to the case of Engine Company #13:

"COMMISSIONER SHEFFIELD:

Q. Here, in the quarters of Engine No. 13, there is a bid as of March 25th, \$45., plumbing work, the requisition is of May 12th. You said that the work was begun on April 30th, whereas the Captain states it was finished April 6th and begun March 30th. He describes the same as plumbing work.

A. What is that engine?

Q. Engine No. 13. In the case of the carpenter work, which amounted to \$575, there is a very curious thing here. The proposals are made in February, the requisition is dated April 28th, and according to your statement, the work was begun April 21st, but according to the statement of the Captain of the Company, it was finished April 10th and begun March 10th.

A. Well, that discrepancy between the Captain of the Company and myself, I will have to look into that, and into the other, and explain.

COMMISSIONER FORD:

Q. is not it possible that you went right ahead with - -

A. I tried to explain that by saying that the appropriation was so much more than I anticipated, and the work being behind, I hurried it forward. I suppose I had no right to proceed. I assumed, I was perfectly certain that authorization would be given on presentation. That has been the rule for a very long

time.

COMMISSIONER SHEFFIELD:

Q. Did not you hear from the Secretary that you were to get the authorization before you went on with this work, and you knew that we expected that of you?

A. I knew that, but in several instances the work had to be done because it was of an emergency nature.

Q. I know, but answer my question: Did not you hear from the Secretary, in those large pieces of work, where there was no such necessity, large amounts of carpenter work and caulking, you were to have your authorization from the Board first?

A. I heard something of that sort.

Q. Did not you know that was so?

A. As far as possible I thought you would endorse my action in making repairs that were urgently needed, and which were made to save the building.

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Q. Now, Captain, in the same Company -Eng. No. 13- there must have been a good deal done there - there is a still more serious thing; the proposals for caulking are dated in March (March 27 and 31). The Captain reports that the caulking was begun March 10th - 17 days before the proposal - and that it was finished on April 10th, and you state it was begun on April 26th?

A. When does he say it was commenced?

Q. March 10th.

A. Prior to the date of these bids?

Q. Yes.

A. That could not be; it could not have happened.

COMMISSIONER FORD:

Q. A difference of seventeen days?

A. No, sir; there was no such discrepancy. Occasionally I hold up the bills for five or six days until the work is properly finished. That would occasion a difference in the dates of completion of the work as given by the Captain and myself.

COMMISSIONER SHEFFIELD:

Q. You are quite sure that the work was not begun until April 26th, are you?

A. The work may have gone on before that, but that is the date on which I considered it was begun. I am not tied to a day. But it was not begun seventeen days before I am absolutely certain.

Q. Although the Captain reports March 10th?

A. The Captain is in error. I am clear on this point, that no work was begun before the bids were in."

On June 5th the testimony in the case of Engine Co. 13 was as follows:

"BY COMMISSIONER SHEFFIELD:

Q. Captain Condon, do you still wish to say whether you stated accurately the time the alterations were made in Engine Company 13?

A. I want to give this explanation: When a requisition is authorized, it is referred to the Building Superintendent with instructions to have the work done. I consequently did not feel called on to note particularly either the time of commencement or completion of the work. My purpose was to see that it was done properly, within a reasonable time.

Q. In this case no requisition was passed for this work?

A. No, sir; no requisition.

Q. When do you think the work was begun in Engine Company No. 13?

A. Just at this moment I couldn't say.

- COMMISSIONER SHELLY:
- Q. You have stated in response to the resolution that it was begun on April 21st?
- A. That is the date at which I examined the work.
- Q. Was the work completed when you examined it?
- A. Practically.
- Q. Why do you state it was begun on the day you examined it?
- A. For the reason that I gave you, that it was impossible to accurately furnish the dates. You called for information I didn't ^{have} and couldn't possibly give you, and I gave you the nearest I could.
- Q. Captain, that is not what you stated. This was work where the bids were put in in February. You stated explicitly that you remembered this case, and that you got the bids in February, because you didn't know whether you would have money enough to go on with that work or not; that when you found you had money enough afterwards, you authorized the going on of the work; that April 21st was the time the work was begun; and that you had the record in your office of the time when work was begun in the various company quarters. Have you such a record?
- A. I haven't the actual time when the work was actually commenced. The fair presumption is that in a majority of cases work will be commenced as soon as it is authorized.
- Q. When did you authorize this work to be begun?
- A. It must have been a few weeks before that date was given.
- Q. How long before?
- A. I can't accurately say now.
- Q. Have you any record?
- A. Only the date that will be on my requisition.
- Q. Your requisition is dated May, if I rightly remember you told us that the date on your requisition hasn't anything whatever to do with it.

A. They couldn't commence unless they were authorized to do so.

Q. Then you don't think now that April 21st is the correct date.

A. I am not absolutely certain.

Q. I lately saw the journal of that company and it appeared from that that the work was begun on March 10th. If you would like to have me open the journal at that place.

A. I think there is an entry in the journal---

Q. And that the work was finished on April 10th. You made your examination of the work some time about the 21st of April, as I judge from what you say, and the work had been completed then some 11 days. In response to my resolution you stated that it was commenced on April 21st?

A. I have explained to you once.

Q. Now you say that you put the date down as of about the time you made your examination, when the work had been completed, and you said it was virtually completed. Now, I want to get the truth. If you don't keep any records and don't know anything about the time work is commenced in quarters only say so and you will save me a great deal of time. And if that is so you had no business to return, in response to my resolution, a list of dates which you didn't have, and which I have proved are not correct, and, in some cases, are not correct by nearly three months.

A. Well, I want to say now that it was begun in a reasonable time and finished in a reasonable time.

Q. Do you know that in the case of Engine Company No. 13 that you had never authorized any man to go there and do the work?

A. I don't. They had made four applications.

Q. Who?

A. The officer of that company.

Q. What officer?

A. I can't tell his name.

Q. Have you got that in writing?

A. No, probably not, for I don't preserve those.

Q. (Indicating Captain Lawler) Here is the Captain; do you recognize him?

A. No.

Q. Is it so that four applications came in for repairs to Engine 13's house?

A. Four times.

Q. Did you authorize the contractor to go to Engine 13 and do that work?

A. Yes.

Q. What if the contractor should state that he had gone there by mistake, having been authorised to go to Hook and Ladder 20?

A. I think he would make a mistake.

Q. Do you know whether ~~that~~ is so or not?

A. I know it is not so.

Q. You know he didn't first go to Engine Company No. 13 when you had directed him to go to Hook & Ladder 20?

A. We were doing work for Hook and Ladder 20 about the same time.

There was no mistake in sending him to do work at Engine 13.

COMMISSIONER SHEFFIELD:- I wish to call Captain Lawler.

CAPTAIN LAWLER stated as follows:

By Commissioner Sheffield:

Q. You remember certain carpenter repair work being done at the quarters of Engine 13?

A. Yes, sir.

Q. There is an entry in your journal under date of March 10th:

8 A. M. - "Carpenters reported at quarters to work on stalls."?

A. Yes, sir.

Q. That was put in on that date?

A. Yes, sir.

Q. On April 10th there is an entry?

A. I think you will find it April 11th.

Q. (Reading) -P.M. 2:55: "Carpenters left quarters." Was that the date on which the work was finished?

A. Yes, sir.

Q. Do you remember what kind of work that was?

A. Repairing iron stalls; also caulking the entire floor.

Q. That caulking was done at the same time was it?

A. Yes, sir.

Q. Did the contractor make any statement to you when he arrived there, or a day or two afterwards, in regard to this work?

A. Yes, he did that afternoon.

Q. What did he say?

A. He said this job was altogether a mistake. He said his men came there to do six stalls. I said there must be a mistake, if they wanted to do six; that we had nine stalls that required repairing. He said, there is where they made a mistake; we were to do six instead of nine. That is all he said to me about it.

Q. What is the contractor's name?

A. Hughes.

Q. Did you hear anything more about that mistake?

A. I came up and saw Mr. Condon - asked him about it.

Q. What did he say?

A. He told me that the carpenters were going right on with the work, as the work in Hook & Ladder 20 was to go on at the same time.

Q. Did he admit it was a mistake - going to Engine 13?

A. Yes, sir.

Q. But that having made it, he would rectify it?

A. Yes, sir.

Q. And that he could go on and complete the work in the Engine House?

A. Yes, sir.

Q. Did Condon tell you that?

A. Yes, sir.

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Q. Was the caulking done at the same time?

A. Yes, sir.

Q. Was the caulking finished on March 10th?

A. Yes, sir. The caulkers had left before the carpenters; they were finished before the carpenters.

COMMISSIONER SHEFFIELD:- I submit to the Board the bids for caulking - two dated March 27th and one March 31st - which would seem to have been made after the caulking was finished.

CAPTAIN CONDON:- That couldn't be, Commissioner, that couldn't happen. In the first place there must be a requisition estimating the cost of the work at so much. That is not the amount of the lowest bid. I estimate the work will cost so much. I get bids for the work, and if it is anything lower, there is so much to be deducted from the requisition.

BY PRESIDENT LA GRANGE:

Q. I think you are missing the point. How could the bids be received after the work was completed - that seems to be the point?

A. The caulking is done a couple of weeks, or a week or so, after the carpenter work.

Q. But in this case, how could the bids be received after the work was finished?

A. I don't understand it; I don't understand it.

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COMMISSIONER SHEFFIELD: - I take it for granted that the Board accepts the journals of the companies as correct.

PRESIDENT LA GRANGE: - I think we may say, without going into that discussion, from the statements of the Superintendent himself, that the only record upon which we can rely in regard to this work is the record of the journal of the company where the work was done. I think that would be the opinion of the Commission. If I am wrong, I am subject to correction.

PRESIDENT LA GRANGE:- (To Supt. Condon): You will accept the Company record?

SUPERINTENDENT CONDON:- Yes, sir.

PRESIDENT LA GRANGE:- Let it be noted that the company records will be accepted in any of these hearings as showing the facts in this case.

BY COMMISSIONER SHEFFIELD:

Q. What have you to say to this statement of Captain Lawler, that the contractor stated that these men had been sent to Engine 13 by mistake?

A. I didn't say it was a mistake. I intended that that work in Hook and Ladder 20 should be done first.

Q. Had they put in bids for that?

A. For several jobs.

Q. At that time had they bids in for both?

A. For several jobs.

Q. When you sent Hughes to Eng. 13 you intended to send him to Hook and Ladder 20?

A. I wanted both jobs to go on. I have answered your question. I didn't intend that 13 Engine should be taken up first.

- Q. Did you send Hughes that day to Hook and Ladder 20; did you send him to do the work at Hook and Ladder 20?
- A. No, Byrnes did the work on Hook and Ladder 20?
- Q. Did you send Hughes to do the work in Hook and Ladder 20?
- A. No.
- Q. Hughes stated to Captain Lawler that he had been sent to do the work in Hook and Ladder 20 and made a mistake and went to Engine 13.
- A. There was a mistake in commencing 13.
- Q. How could Hughes have made it? For Byrnes was the contractor for Hook and Ladder 20?
- A. Of course he could have made it.
- Q. You said the contractor was Byrnes?
- A. Certainly.
- Q. And Byrnes got the work for Hook and Ladder 20 because Hughes did the work in Engine 13, and stated ^{he} was sent to Hook and Ladder 20?
- A. I didn't want the work in Engine 13 to commence so soon.
- Q. How was it that Hughes did it?
- A. He went sooner than I expected.
- Q. He said he had been sent to Hook and Ladder 20?
- A. I can't understand that.
- Q. I ask it for this reason - that I learned from what seems to be reliable authority - that Mr. Hughes had been told to begin the work at Hook and Ladder 20 and that the men were sent to 13; and the curious fact is that, although the work was done and probably properly done at 13, another contractor got the job for 20 truck, although Hughes tells me it was given to him?
- A. I didn't expect he could carry on both jobs at the same time.
- Q. Did you have bids in from both men at the same time?

A. Yes, sir.

Q. And you gave it to Hughes although he wasn't the lowest bidder for Hook and Ladder 20?

A. No, I didn't.

Q. Byrnes is the lowest bidder for Hook and Ladder 20, according to the record?

A. Now I will say that there is not a job, however small, but what is awarded to the lowest bidder, and no work was done before bids were received.

Q. How about the caulking in Engine 13 - those were dated 17 days after?

A. The bids must have been received before the work was begun."

It is absolutely impossible to reconcile the statements of Mr. Condon with the records of Engine Company 13 and Hook and Ladder 20. Contractor Hughes, in answer to questions, said that his was the lowest figure at the work of Hook and Ladder 20; that the Superintendent told him Truck 20 was his job, and that by mistake his foreman went to Engine 13 although he had bids in for both jobs at the same time. If this statement of Hughes' - which corresponds with the story he told Captain Lawler, and which was virtually admitted by the Superintendent - is worthy of belief, then there must have been subsequent manipulations of the bids for the work at Hook and Ladder 20, for the dates of these bids are:

Hughes.....March 14,

Carroll.....March 12,

Byrnes, the date of which I do not know, as it is not on file. All these dates being after the work was begun at Engine 13, although the Superintendent states that the bids were received before that work was begun. Is it reasonable to suppose that

such manipulations could have been accomplished without collusion? Mr. Condon, in a previous hearing, in answer to my questions, had denied that there was any mistake about Hughes going to Engine 13 to do that work; but he afterwards admitted, both to Captain Lawler and to the Board, that Hughes going to Engine 13 at that time was a mistake. On being asked when he authorised the work, he was unable to state. On being asked if he had any record, his reply was "Only the date that will be on my requisition." Asked if any requisition was passed for this work, his reply was "No, sir, no requisition."

The excuse of the Superintendent on all occasions where he failed to properly inform the Board of what he was doing is "Emergency," and in regard to ~~the~~^{the} work at Engine 13 he made the further statement that he authorised the work "In order to save a building." If the building was in such a precarious condition the Building Superintendent is gravely at fault in not attending to these repairs before, as they had been frequently asked for by the company commander, as he himself acknowledged. I submit herewith, as a part of this report, part of the specifications *Engine 13 and of specifications for cooper work at the quarters of* for carpenter work at the quarters of Hook and Ladder 20 - both requisitions dated long after the work had been completed - to show the efforts made by Mr. Condon "to save the building." It should be noted here that a requisition for other caulking work, amounting to \$175., at the quarters of Hook and Ladder 20, has not yet been submitted although the work was completed two months ago.

The investigation also brought out a curious state of affairs in regard to the manner of submitting bids and of advertising them. As the Superintendent kept no record of his draft specifications, and therefore no date of them, the only place to

look for any evidence of the time when bids were called for or submitted would be on the bids themselves. But we are met with a decided stumbling-block here in the fact that some of the bids have only the date of the month upon them; some of them have no dates at all, and some are evidently dated - as in the case of Hook and Ladder 20 - after the work was ordered. And the still more curious fact is present that when one contractor or estimator omits to place a date on his bid, all the contractors omit to place dates on their bids, and where one places only the name of month on his bid, all place only the name of the month on their bids; but where one gives the full date, then, almost without an exception, all place the full date on their bids. I leave the Board to draw their own conclusions from these facts, and refer for proof to the original bids now on file in the Department. Mr. Condon denied any knowledge of this peculiar coincidence in regard to the dates on the bids and indignantly denied that he had ever asked to have any bids or bills sent in without dates. His earlier testimony on this point is almost ludicrous in view of the later statements of Miss Briggs. On Friday, June 19th, his clerk, Miss Briggs, admitted that both she and Mr. Condon had requested bidders to send in both bids and bills without dates and that both she and the Superintendent had sometimes supplied the missing dates in order to have them appear, in the case of bids, as of the time when the work was begun; in the case of bills, after the requisition was approved by the Board. In this matter we again find the Superintendent in a contradiction, and both he and his clerk ~~intentionally~~ falsifying dates and changing records to deceive the Board. This is a very grave charge against the Superintendent and his clerk and is fully sustained by their own admissions.

I desire also to call the attention of the Board to the statements of the Superintendent regarding the use of the rubber stamp required by the Department to be placed on all requisitions for repairs, certifying that: "No part of the work hereinbefore called for has been begun, and no other work has been done during the current year on this building, except as follows:" Mr. Condon stated that he had never seen the stamp and that it had never been used while he was Superintendent; in fact, that it had never ^{even} been called to his attention; that there was such a stamp until a short time previous to the commencement of the investigation. The Superintendent was afterwards forced to acknowledge the falsity of this statement when he was shown the stamp referred to as being on many of the requisitions which he had himself submitted to the Board, and which certificate he had himself frequently signed. This is also an important matter, not only as involving the reliability of the Superintendent, but as showing that it was placed by himself on such requisitions as could be certified in accordance with the Rules and Regulations of the Department, but was not done by him under the plea that he had never seen it on these sixty or more requisitions which were put in after the work was finished. His statement that he signed the certificate without ever reading it, or even knowing that it was on the requisition, scarcely needs comment.

It should be further noted that Mr. Condon has directed repairs to the quarters of Engine Company No. 21 to a considerable amount, although there is an appropriation of \$12,000. for rebuilding those quarters, and all except emergency repairs should have awaited the completion of plans for the rebuilding of the quarters. The investigation has disclosed a most extraordinary condition of affairs in the office of the Building Superintendent. His books consist of a letter press copy book, not more than half

used up, in which he does not copy his letters, even to contractors and bidders, and a small memorandum book in which are entered the requisitions when passed by the Board. He has no copy of the original specification shown to bidders, does not use the rubber stamps required by the Department, fixes with the aid of his clerk convenient dates on bids as well as on bills, violates the law by ~~ordering~~ ^{ordering} thousands of dollars worth of work without any authority from the Board, falsifies the records which under resolution he returned to the Board and deliberately makes false statements to the Board regarding the conduct of his office, and his relations to his subordinates and contractors.

In conclusion, I desire to state that I entered upon this investigation not in a spirit of hostility toward the Superintendent, but in the hope that if given the opportunity, he would be able to clear himself and his Office from the charges which had been freely made - both inside and outside of the Department. I desired that men who had honestly performed work under his direction might be paid. As I proceeded, however, I found that the Superintendent instead of clearing himself from the charges, has simply fastened many more serious ones upon himself, and by his own admissions he has proved himself incompetent for the office which he holds. I would therefore recommend that Mr. Condon be at once suspended from duty and that charges be preferred against him looking to his removal from the position in the Fire Department which he now holds.

Respectfully submitted,

Signed *James R. Sheffer*

FIRE DEPARTMENT CITY OF NEW YORK.

JAMES R. SHEFFIELD,

Commissioner.

REPORT

In the matter of the investigation of the management of the office of Building Superintendent, held by Ed. O'Meagher Condon.

42

FREDERIC H. BETTS,
J. E. HINDON HYDE,
SAMUEL R. BETTS,
JAMES R. SHEFFIELD,
L. F. H. BETTS.

LAW OFFICES
OF
BETTS, HYDE & BETTS,
EQUITABLE BUILDING, 120 BROADWAY,
NEW YORK CITY.

TELEPHONE, 1324 CORTLANDT.
CABLE ADDRESS, "MIRAGE, NEW YORK."

NEW YORK, June 27th, 1896. 189

Hon. William L. Strong,
#12 West 57th Street,
New York City.

My dear Colonel Strong:-

Enclosed I send you herewith, in accordance with your request of the other evening, a copy of my report in the matter of the investigation of the management of the office of Building Superintendent, held by Ed. O'Meagher Condon. The report is necessarily rather voluminous, and I have marked with blue pencil such portions of it as I think you would be most interested in reading; but, if you can spare the time, I believe it would be advantageous to read the entire report. I introduced it yesterday morning, and, after it was read, moved that Condon be suspended from duty and charges be preferred against him, but my colleagues preferred to allow him another chance to explain, and so it was left until Monday to be determined what we shall do with him. I have since learned that Gen. La Grange and Mr. Ford are going to attack me through the newspapers, and the General this morning, at Headquarters, freely made, to several people, most blackguardly statements regarding myself. I am told that Mr. Ford's defence *of his actions* ~~on~~ the requisitions which were passed by himself and General La Grange in my absence, on May 6th, aggregating \$4,450., will be that he consulted me about them beforehand, and had my approval of them.

I have no recollection of ever giving my approval, and certainly the records of the Department are against Mr. Ford in this matter. Those requisitions, however, all contain his signature as Chairman of the Committee on Buildings and Supplies, approving and recommending the expenditure.

I write this to you in order to acquaint you with the situation, and, from what I can learn, I judge that my colleagues do not intend to vote with me to prefer charges against Condon, though, of course, I do not know what they will do when Monday comes. The situation in our Board seems somewhat more serious than at any time during the present administration.

I am sorry that I shall be compelled to go out of town on Tuesday of next week, to be gone until Thursday, in order to deliver that address of which I spoke to you, because I feel that this is a time when all friends of your administration, and of decent government, should be on guard.

Command me in every way, and believe me

Very sincerely yours,

James H. Sheffield.

FREDERIC H. BETTS,
J. E. HINDON HYDE,
SAMUEL R. BETTS,
JAMES R. SHEFFIELD,
L. F. H. BETTS.

LAW OFFICES
OF
BETTS, HYDE & BETTS,
EQUITABLE BUILDING, 120 BROADWAY,
NEW YORK CITY.

TELEPHONE, 1324 CORTLANDT.
CABLE ADDRESS, "MIRAGE, NEW YORK."

NEW YORK, July 14, 1896. 189

Hon. Job E. Hedges,
Mayor's Office,
City Hall, City.

My dear Hedges:

I beg to acknowledge the receipt of your letter enclosing an anonymous communication relative to the foreman of the Repair Shops of the Fire Department. I received one from the same source, on the same subject, some time ago, and regret to say that most of the information contained in it is correct. I have duly informed his Honor, the Mayor, of the matter, and have taken some steps to have the facts where I can get at them when the occasion arises. I am having, just at present, a very unpleasant time in the Board, and if a scrapping match is necessary I can only pray for cooler weather.

With best wishes for yourself, believe me-

Very truly yours,

James R. Sheffield

43

RECEIVED

NEW YORK

NEW YORK

7

L. City.

have signed for "Journal" paper
don't acknowledge the receipt
communication relative to the former
I received one from the
and regret to say that
I have this information

(COPY)

FIRE DEPARTMENT,

157 & 159 East 67th Street,

Office of Attorney,

New York, July 24, 1896.

Hon. S. S. Terry,

Commissioner of Accounts.

Dear Sir:-

Replying to your inquiry by telephone as to the authority under which payments were made by the Trustees of the Fire Department Relief Fund to Messrs. Elihu Root and B. F. Tracy, for legal services, I have to reply:

By #518 of the Consolidation Act, the Board of Fire Commissioners are made Trustees of the Relief Fund. They are authorized to receive all moneys applicable to said Fund, to hold, invest and disburse the same according to law; "and said Trustees are empowered to make all necessary contracts, and to take all necessary remedies in the premises."

By ##522-531, of the Consolidation Act, it is provided that certain taxes imposed upon foreign fire insurance companies doing business in this City shall be paid to the Fire Department for its Relief Fund. But by #532 of the Act those taxes were temporarily diverted to another purpose. During the winter just passed the period of such diversion was about to expire. Bills were pending before the Legislature which proposed to deprive the

William H. Fiddley,
Attorney to Fire Dept.

Relief Fund of this source of income for a further term of ten or more years. Questions of law as to the rights of the Relief Fund under the existing legislation arose, upon which the Trustees desired the opinion of Mr. Root or Counsel, and in the controversy before the Legislative Committee having the matter of the proposed new legislation in charge, the Trustees felt the necessity of having the aid of legal counsel for the presentation of the claims of the Relief Fund to the consideration of the members of the Committee, and for the preparation of bills and amendments which would protect the interests of that fund.

Believing that the authority vested in them by law was sufficient to warrant such action, and that the best interests of the fund committed to their care would be served thereby, the Trustees of the Relief Fund retained General Tracy as Counsel to advise and assist them.

The efforts of the Trustees in this matter resulted in the passage of the Act - Chapter 752 of the Laws of 1896, by which there has been secured to the Relief Fund an additional income of not less than Fifty thousand dollars a year, for the next twenty years. But for the earnest contest made by the Trustees of the Relief Fund, this income would have been diverted to other and less deserving objects; and in that contest the aid of the gentlemen named was most important, if not indispensable to success.

Very respectfully,

Your obedient servant,

William L. Findley,
Attorney to Fire Dept.

L A W D E P A R T M E N T,
OFFICE OF THE COUNSEL TO THE CORPORATION.

New York, July 29, 1896.

Seth Sprague Terry, Esq.,

Commissioner of Accounts.

S i r :-

Replying to your letter of July 25th, inquiring whether, in my opinion, the Board of Fire Commissioners, as Trustees of the Relief Fund, have any authority to employ outside counsel, I have to say:

Section 518 of the Consolidation Act provides for the Fire Department Relief Fund, which is made up partly by fines imposed on members of the Fire Department, proceeds of suits for certain penalties, certain license fees, etc. It is a fund provided by law from moneys which if not so disposed would be applied to other of the public needs of the city.

The same section provides that the Commissioners of the Fire Department for the time being and their successors in office shall be the Trustees of this Fund and the Treasurer of the Department shall be, *ex officio*, its Treasurer, and he is required to give a bond in the sum of Twenty thousand Dollars which must be approved by the Comptroller and filed in his office. This fund is applied to the payment of pensions to the uniformed officers of the Force retired according to law and to widows and orphans of such officers.

The duties thrown upon the Fire Commissioners as Trustees of this Fund are duties put upon them by law. They can no more escape them than any other of the duties of the office. They are Trustees *ex officio*, and Trustees only while continuing to be Commissioners. It is a public duty put upon a public officer.

Section 215 of the Consolidation Act provides:

"The law department shall have charge and conduct of all
"the law business of the corporation and its departments and
"of all law business in which the city of New York shall be
"interested, except as in this act otherwise provided. x x x
"No officer or department, except as otherwise specially pro-
"vided, shall have or employ any attorney or counsel, but it
"shall be the duty of the law department to furnish to any de-
"partment and officer all such advice and legal assistance as
"counsel or attorney in or out of court as may be required by
"such officer or department; and for that purpose the counsel
"to the corporation may assign an attorney to any department
"that he shall deem to need the same x x x ."

Section 432 provides for the appointment by the Fire Department of an attorney to that Department.

"He shall perform, as attorney, such duties connected
"with the fire department as are prescribed by this chapter
"and as may be required of him by the board of fire commis-
"sioners."

A phrase of section 518 is cited in the letter of which you enclose a copy to me as giving authority for the employment of counsel as follows:

"And said trustees are empowered to make all necessary
"contracts and to take all necessary remedies in the premises."

But the context must be considered as governing this clause:

"The commissioners of the fire department of the city of
"New York, for the time being, and their successors in office,
"are hereby continued and declared to be the trustees of the
"New York fire department relief fund and the treasurer of the
"said board for the time being, who shall be the treasurer ex
"officio of said relief fund, shall receive all moneys appli-
"cable to the same and deposit the same as such treasurer, to
"the credit of such relief fund in banks or trust companies to
"be selected by said trustees and continue to receive and de-
"posit the funds applicable to the same, as received, to the
"credit of said fund, or to invest the same in bond and mort-
"gage on improved property worth twice the amount loaned, or
"in public stocks as said trustees may deem most advantageous
"for the object of such fund, and said trustees are empowered
"to make all necessary contracts and to take all necessary
"remedies in the premises."

I think it will readily appear that "the premises" are the provisions immediately preceding said phrase and refer to the authority to receive the moneys to deposit the same or to invest them in bond and mortgage or in public stocks. It is touching such

matters that the trustees have power to make the necessary contracts and to take the necessary remedies. If to make said contracts or to take said steps it becomes necessary to have the aid of attorney or counsel, under the other provisions of the Consolidation Act referred to such legal aid must be obtained either from the attorney to the Department or the Counsel to the Corporation.

In my opinion the Fire Commissioners, in their capacity as trustees of this fund, resting under obligations and performing these duties because they are placed upon them by law as public officers, have no more warrant of law to employ private or outside counsel to be paid out of these public funds, than they have to employ such outside counsel to aid or advise them in the performance of any of their other duties as fire Commissioners.

The provisions cited from section 215 appear to me to be conclusive upon the question.

These provisions have uniformly been construed by my predecessors in harmony with the views expressed in this letter. I cite among others the opinion of E. Delafield Smith, Esq., to the Comptroller, dated September 12, 1874, printed in the City Record September 16, 1874, the opinion of William C. Whitney, Esq., to the Board of Estimate and Apportionment, dated August 26, 1875, and printed in the City Record September 20, 1875, and the opinion of the same gentleman to the Comptroller dated April 5, 1876, enclosing opinions to the same effect of Hon. William M. Evarts and George Ticknor Curtis and the opinion of the Hon. E. Henry Lacombe to the Mayor, dated June 26, 1884 as to whether the Board of Aldermen had power to employ counsel in which he said:

"It is my opinion that the section (§215) is controlling of the question and that neither the legislative nor any other department has the power to employ counsel other than that provided by the Counsel to the Corporation."

I, therefore, advise you that, in my opinion, the Fire

Commissioners, as trustees of the Fire Department Relief Fund, have no authority to employ and pay outside counsel.

Very respectfully,

Wm. L. Turner,

Acting Counsel to the Corporation.

Counsel for
Fire Dept

July 24

44

Council for
Fire Dept

July 24

44

*Office of the
Commissioners of Accounts,*

ROOMS 114 AND 115,

Stewart Building,
280 Broadway

SETH SPRAGUE TERRY,
RODNEY S. DENNIS,
Commissioners.

New York, August 6, 1896.

Hon. William L. Strong,

Mayor.

Sir:-

Enclosed please find a copy of the opinion of the Corporation Counsel of the date of July 29, 1896, upon the subject of payments to counsel. This letter was in reply to a communication of ours of July 25th as follows:

"Will you please inform us whether under the provisions of the Consolidation Act the Board of Fire Commissioners as Trustees of the Relief Fund have any authority to employ and pay outside counsel. The Fire Commissioners having employed such counsel, a request made for the authority under which the same were employed has been answered by the letter of William L. Findley, attorney of the Fire Department, dated July 24, 1896, a copy of which is enclosed."

We also enclose a copy of the letter from Mr. Findley, the attorney to the Fire Board, a copy of which accompanied our communication of July 25th to the Corporation Counsel.

Respectfully,

*Seth Sprague Terry
Rodney S. Dennis*

Commissioners.

COMMISSIONER OF RECORDS,
ROOMS 114 AND 115.

Stewart Building,
200 Broadway

New York, August 12, 1896.

Hon. William L. Strong,

Mayor.

Sir:-

We have made an examination of the accounts of the Treasurer of the New York Fire Department Relief Fund from February 14, 1894, (the date when the cash and securities belonging to such fund were transferred to Commissioner Robbins as Treasurer) to May 31, 1896.

The revenues of this fund are derived from the following sources:

1. Interest and dividends on investments.
2. Forfeitures and fines imposed by the Board upon members of the department force.
3. Rewards and gifts, except such parts thereof as are allowed by the Board to the members of the force.
4. Sums received for licenses issued to store and sell petroleum, oil, gunpowder and other explosives, penalties for violation of the laws relating to the storage and sale of the same, penalties for failures to close hoistways, for bonfires and chimney fires, and the proceeds of gunpowder and other explosives seized and sold.
5. Proceeds of condemned horses and other personal property in use by the Department.
6. Deductions from the salaries of members of the force by reason of absence from duty.
7. Ten per centum annually of the amount received for excise licenses, not to exceed \$75,000. By Chapter 889 of the laws of 1896, passed May 26, 1896, this has been altered to ten per centum annually of the amount of excise moneys belonging to the City of New York, with a provision that such percentage shall amount to at least \$75,000 each year.

8. Penalties provided by the Agricultural Law, relating to dairy products and vinegar.

9. Forty-five per centum of the tax on the receipts of foreign fire insurance companies doing business in this City. This provision is contained in Chapter 752 of the laws of 1896, but no payment was due thereunder during the period covered by our examination.

The following is a statement of the Relief Fund:

Balance February 14, 1894		706,299.48
Cancelled Checks		225.00
Receipts to May 31, 1896,		<u>350,693.45</u>
		1,057,217.93

Allowances paid to relieved men	178,758.57	
Pensions paid to retired men	140,604.49	
Pensions paid to widows and guardians	117,160.99	
Sundry Expenses	1,631.75	
Jos. B. Ecclesine, retainer in the matter of the collection of fines from unincorporated fire insurance companies	250.00	
Root & Clark, retainer in the matter of legislation as to Relief Fund	250.00	
Benjamin F. Tracy, retainer in same matter	1,000.00	
Thomas A. Kenny, deducted in error from pay	<u>5.92</u>	<u>439,661.72</u>
Balance May 31, 1896		617,556.21

The assets May 31, 1896, were as follows:

Bonds	605,707.00	
Cash in Bank	11,430.16	
Due from Comptroller	<u>419.05</u>	617,556.21

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Bonds	605,707.00	
Cash in Bank	11,430.16	
Due from Comptroller	<u>419.05</u>	617,556.21

All of the said payments have been made in accordance with law except the three payments of retainers. The Acting Counsel to the Corporation has advised us that such payments were unauthorized by law, inasmuch as the Fire Commissioners, as trustees of the Fire Department Relief Fund, had no authority to employ and pay any special counsel. The assets were examined and found to be in accordance with the above statement.

We have also examined the New York Fire Department Life Insurance Fund for the same period. This fund is composed of deductions made monthly from the salaries of the officers and firemen of the department, from the pensions of the retired members of the department and from the salaries of such of the other employes of the department as desire to avail themselves of the provisions of law relating to the fund. In case of the death of any of the persons from whose salaries or pensions such deductions have been made there is paid from the fund to his widow or legal representatives one thousand dollars. The examination shows the following state of facts:

Balance February 14, 1894,		2,114.87
Assessments from February 14 to December 31, 1894,		22,168.00
Assessments 1895		26,782.00
Assessments from January 1 to May 31, 1896, (including \$2390 received by the Comptroller in May 1896 and not actually paid into the fund during that month)		<u>12,638.00</u>
		63,702.87
Death Claims paid February-14 to December 31, 1894,	21,000.00	
Death Claims 1895	27,000.00	
Death Claims 1896, to May 31,	<u>12,000.00</u>	<u>60,000.00</u>
Balance on hand May 31, 1896,		3,702.87

Assets.

Due from Comptroller	2,390.00	
Cash in Bank	<u>1,312.87</u>	3,702.87

The New York City Consolidation Act provides that this life insurance fund shall be held by the Treasurer of the relief fund in like manner as the relief fund, but it contemplates clearly that the two funds shall be kept distinct, which has not been done, merely a separate ledger account having been kept. We would recommend that the two funds be kept entirely distinct, both upon the books and in the bank.

Respectfully submitted,

Lith. Sprague Terry,
Adm. S. Dennis
Commissioners.

Aug. 12

4/5

Aug 12

45

FIRE DEPARTMENT

Of the North Side in Need Of More Men.

**A Correspondent Shows up the Actual
Condition of the Various Companies
Above the Bridge—Cause for Action.**

NEW YORK, Sept. 17, 1893.

Editor of the ADVANCE.

I saw in your paper of August 22d, an account of a fire on Bathgate avenue, where you criticise the Fire Department because of the small number of men the companies had at that fire. Well, you did right, and if you knew the full facts about the Fire Department on this side of the bridge, which I will try and give you, you would

Headquarters
Fire Department,
157 & 159 East 67th Street,

O. H. LA GRANGE.
JAMES R. SHEFFIELD.
~~AUSTIN E. FORD.~~
Thomas Stuyvesant
Commissioners.

C New York, Sept. 30, 1896. 189

Hon. William L. Strong,

City Hall, New York.

Dear Sir:

I beg to acknowledge the receipt of a letter forwarded by your Secretary, Mr. Hedges, which had been sent you from the Tax-payer's Alliance of the 23rd and 24th Wards, regarding better fire signals in that district. I will lay the same before the Board at its next meeting and will endeavor, so far as our means will allow, to better the state of affairs in that portion of the City.

Very respectfully yours,

James R. Sheffield

Headquarters
FIRE DEPARTMENT.
New York, 189

Dest. 211:

HON. WILLIAM L. SPRUNT,

CITY HALL, NEW YORK.

47

30

Headquarters
Fire Department

NY 1000 City of New York

Jan 30, 1888

I have to acknowledge the receipt of a letter forwarded

FIRE DEPARTMENT
JAMES R. SHEFFIELD.
O. H. LA GRANGE.
THOMAS STURGIS.
Commissioners.

Headquarters
Fire Department,
157 & 159 East 67th Street,

ms
New York, October 21st, 1896

Hon. William L. Strong,
Office of the Mayor, City Hall-

My Dear Sir:

Your valued favor of the present date, with relation to Stephen Cartwright, Foreman in this Department, is to-day received.

In considering the merits of the various applicants for promotion to be Battalion Chief - of whom Cartwright is one - I shall give full weight to the considerations which you mention, and it will give me great pleasure if the result of the examinations held here, together with those to which these officers are subsequently subjected by the Civil Service Board, will justify me in taking the action desired by his friends.

Very faithfully yours,

Thos Sturgis
Comr

Headquarters
Fire Department,
157 & 159 East 67th Street,

New York, October 28th, 1896.

JAMES R. SHEFFIELD,
O. H. LA GRANGE,
THOMAS STURGIS.

Commissioners.

Hon. William L. Strong,
City Hall -

Dear Sir:

I beg to acknowledge the enclosures forwarded by you to me of letters sent by certain insurance men to you regarding the candidacy of Captain Perley of Engine Company 6, for promotion to the rank of Battalion Chief.

Captain Perley has an honorable record in this Department and is an efficient officer; but his promotion will have to depend very largely on the place he occupies on the eligible list certified to us by the Civil Service Board. I do not know what rating he will receive, but I am very glad to have these letters, and to know of the esteem in which he is held by those outside of the Department.

Very respectfully yours,

James R. Sheffield

Headquarters

FIRE DEPARTMENT,

New York, 189

49

Dear Sir:

Mr. William F. Strong,

City Hall -
Civil Service Board.

I beg to acknowledge the enclosure

of letters sent by certain insurance men

Very respectfully,
John W. ...
Fire Department

JAMES R. SHEFFIELD.
O. H. LA GRANGE.
THOMAS STURGIS.

Commissioners.

Headquarters
Fire Department,

157 & 159 East 67th Street,

New York, Nov 2 - 1896

My dear Mayor Strong -
Will Saturday, November
14th be a convenient day
for you to present the
Bicent & Stevenson medals
to our firemen? If not
will you kindly name
what day & day would
be more convenient.

Very sincerely yours,
James R. Sheffield

Wm L. Strong - }
City Hall }

Headquarters
Fire Department,
157 & 159 East 67th Street,

New York, November 6th, 1896

JAMES R. SHEFFIELD,
O. H. LA GRANGE,
THOMAS STURGIS,
Commissioners.

Hon. William Strong,
City Hall-

Dear Col. Strong:

I am very much pleased that you will present the Bennett and Stephenson medals to the officer and the fireman who will win them, and that Saturday, November 14th, is satisfactory to you.

We have set the hour as 2 o'clock in the afternoon, here at Department Headquarters, and I trust that this hour meets your convenience.

Very sincerely yours,

James R. Sheffield

Copy
Accepted
Nov. 7/96.

Headquarters
FIRE DEPARTMENT,
New York, 189

How. William Brown;

50

Handwritten notes:
The
Headquarters

Handwritten note:
New York, November 21st 1890

Faint handwritten text, possibly a signature or address.

Headquarters
Fire Department,
157 & 159 East 67th Street,

JAMES R. SHEFFIELD.
O. H. LA GRANGE.
THOMAS STURGIS.

Commissioners.

New York, Nov. 20, '96. 189

Hon. William L. Strong,
City Hall, New York.

Dear Sir:

I beg to acknowledge the receipt of a letter from Mr. Hedges notifying me that you desire me to call upon you at the City Hall on Monday, the 23rd instant, at 4 o'clock P.M. I will take pleasure in being there at that time.

Very respectfully yours,

James R. Sheffield

Headquarters
FIRE DEPARTMENT,
New York,

Nov 2 1891
Dear Sir:

Hon. Wm. L. Strong,
City Hall, New York.

75
I beg to acknowledge the receipt of
your letter of the 28th inst., at 4 o'clock
on Monday, the 28th inst., at 4 o'clock
and in reply to inform you that the same
has been forwarded to the proper
authorities for their consideration.

Very
Respectfully,
Your
Obedient
Servant,
John
D. ...