

**BOX
039
FOLDER
337**

Mayor's Office

1913

January 6th, 1913.M

My dear Emlee:

I am very glad that
the doll arrived all right, and
that you like it, and I am sure
it will be a great comfort to
you.

Sincerely yours,

H. J. Fagan
Mayor.

Miss Emlee Wilson,
Landon,
Mississippi.

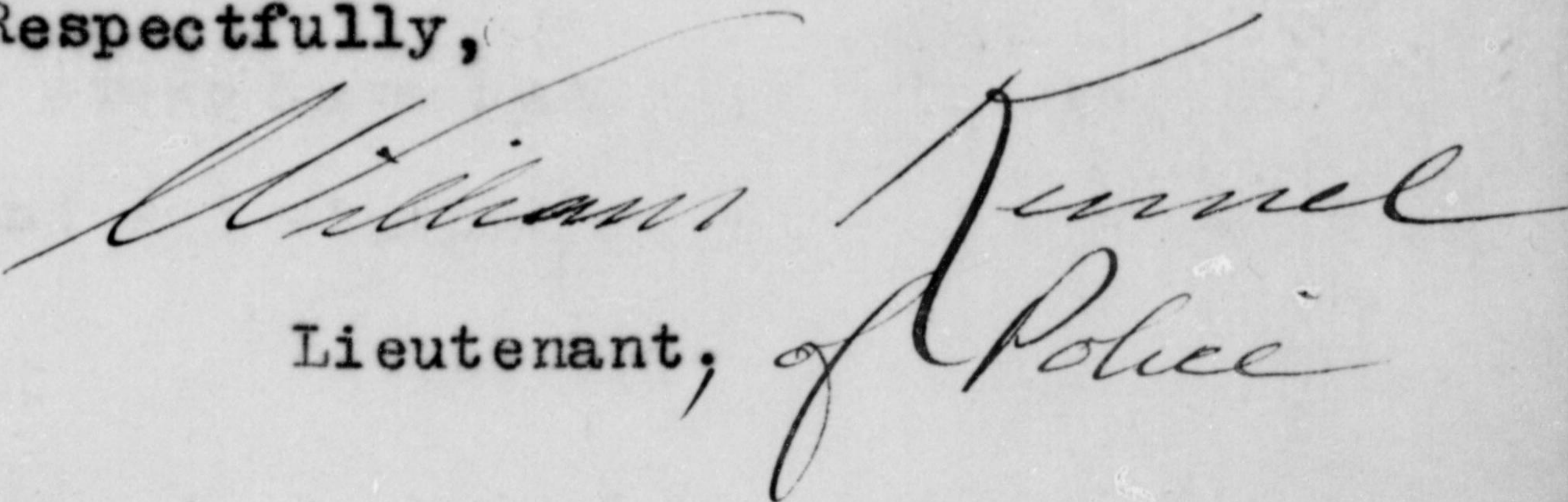
CITY OF NEW YORK
OFFICE OF THE MAYOR

January 21, 1913.

S i r :

In compliance with your instructions that I investigate the complaint of Harry Landau, a stand-keeper in City Hall Park against John Manning, another stand-keeper in City Hall Park, I have the honor to report that I immediately went personally and inspected the news-stand of John Manning, and there were no postal cards displayed for sale thereon, and Manning informed me, and from my own observation I believe that he discontinued the sale of postal cards at the beginning of this year and does not intend to sell any again.

Respectfully,


Lieutenant, of Police

Hon. William J. Gaynor,

Mayor of the City of New York.

CITY OF NEW YORK
OFFICE OF THE MAYOR

February 28, 1913. B.

Dear Mr. Mayor:

A bill will come down for hearing before you next week, changing the site of the proposed Robert Fulton Memorial Water Gate from 116th Street and Riverside Park, to 109th Street and Riverside Park. This is the bill that Mr. Vanderbilt and Mr. Guggenheim and their committee ^{are} ~~were~~ interested in. It was presented in Albany through the Corporation Counsel's office. Mr. Dearborn, Secretary of the Commission called up today at the instance of Mr. Vanderbilt, and asked that I call the measure to your attention.

Sincerely yours,

Robert Adams
~~Secretary~~

Hon. W. J. Gaynor,
St. James, L. I.

CITY OF NEW YORK
OFFICE OF THE MAYOR

Jan. 2, 1913.k

Dear Sir:

You do not say what museum
you are working in. You should apply
to the officers of the museum, and then
write to me again.

Very truly yours,

*No address
file*

J. H. Taylor
M a y o r.

Mr. Dannie Doharty,

New York City.

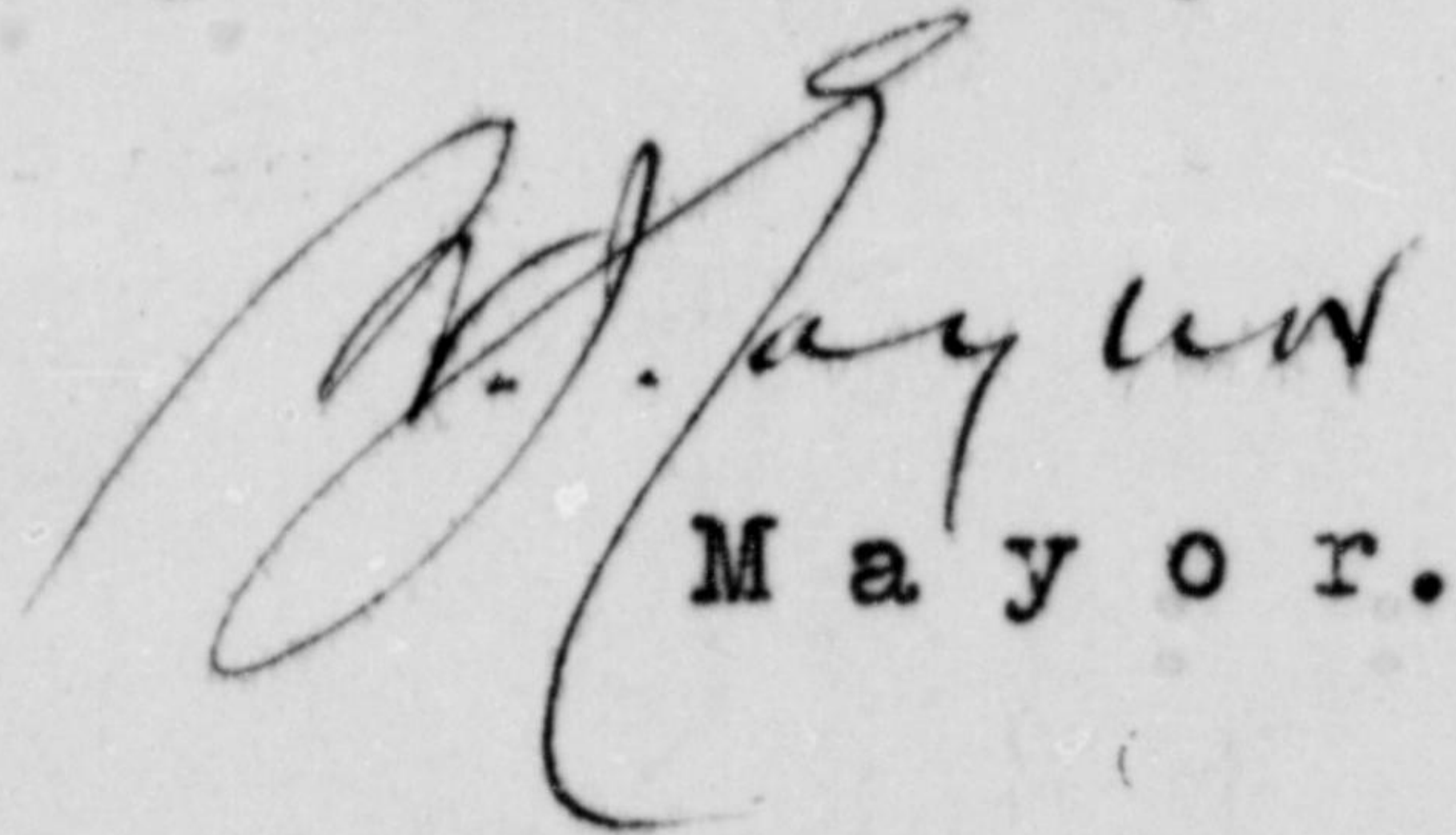
CITY OF NEW YORK
OFFICE OF THE MAYOR

Apr. 29, 1913.k

Dear Sir:

I do not know what your "scheme" is. The best way is to write to me plainly and fully.

Very truly yours,


M a y o r.

F. C. Barrett, Esq.,
339, East 86th Street,
Manhattan.

4 J. 2 T :

I beg to acknowledge receipt of your letter of May 7th and to thank you for the trouble you took in ascertaining the views of the Municipal Court judges on the subject of amending the Municipal Court Act so as to provide that only Marshals may serve precepts in summary proceedings.

Regarding your objection that the Marshals could not serve all of the precepts, I investigated this matter before writing to you and was myself pretty well convinced that they could do so since personal service is not required under the law. Since receiving your letter, however, I asked Mr. Eugene Odell, the president of the Marshals' Association, to ascertain the views of all the Marshals on that subject, and he called a meeting of the Marshals' Association and all of the Marshals with the exception of three voted in favor of the proposed change and declared that the Marshals could serve all the precepts without neglecting their other work. On this point I also have the opinion of a representative of the Commissioner of Accounts who has spent several years working on matters in connection with the Marshals' duties, and he says he is convinced that it would be entirely practicable to have the Marshals serve all the precepts.

I agree with you fully that it would be better if the fake marshals could be put out of business by criminal prosecution. Perhaps you are aware of the efforts that we have made in that direction in the past year. In the first place it is extremely difficult to get the necessary proof, and in the second place the sentences are usually moderate fines, which have not been sufficient to break up this class of offenders. One of the very worst of all of the fake marshals has been convicted once and has been many times under investigation, but he carries on his business just the same. I understand that many of these fake marshals make a large part of their income by serving these precepts.

and their work in connection with these processes of the Court gives them a sort of quasi-official standing with the public.

I am very strongly of the opinion that the amendment would be a good thing. I should like, however, before again bringing this matter to the attention of the legislative leaders to have your views more fully on the subject, particularly in view of the action of the Marshals. You are in a position where you can observe the workings of the Marshals, and I am very much inclined to be guided by the views of yourself and the other Justices in this matter. I thank you very much for your offer to cooperate in the matter, and in the event that we could agree upon a proper amendment perhaps you might aid us before the legislative committee.

Very truly yours,



Secretary.

Hon. John M. Tierney,
President, Board of Justices, Municipal Court,
N. Y. City.

CITY OF NEW YORK
OFFICE OF THE MAYOR

6/8/1913

PURSUANT to Chapter 339 of the Laws of 1883 entitled "An Act concerning Pawnbrokers", and the Acts amendatory thereof and supplemental thereto, I, WILLIAM J. GAYNOR, Mayor of the City of New York, do hereby designate the following newspapers as those in which notice of sale shall be published under said act, viz: The Brooklyn Times and The Brooklyn Citizen, published in the Borough of Brooklyn, where the business of the person making the sale is carried on in said Borough. All previous designations of newspapers in the Borough of Brooklyn for the publication of notice of sale under this Act are hereby revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 6th day of August, One thousand nine hundred and thirteen.


M a y o r.

June 20, 1913. v

Dear Louis:

The enclosed letter of Joseph A. Dorrian was received by the Mayor this morning. Evidently Mr. Dorrian thinks that, in addition to publishing "ALL THE NEWS THAT'S FIT TO PRINT," the Times prints some other news also. Will you please return Mr. Dorrian's letter after you have read, digested and been enlightened by it.

Sincerely yours,

Louis Wiley, Esq.,
New York Times,
Times Square.

June 26, 1913.k

Dear Mr. Collins:

I thank you very much for
your instructive letter, and the matter
which you enclose. Yes, you may make
my letter public if you wish, but I hope
you will see that it is copied with the
utmost accuracy. The papers here ^{may} ~~will~~
~~also~~ would be glad to have it.

Sincerely yours,

J. H. Hayden

Mayor.

John G. Collins, Esq.,
69, Church Street,
New Haven, Conn.

CITY OF NEW YORK
OFFICE OF THE MAYOR

August 26, 1913. j

Dear Sir:

In answer to your letter of August 22nd,
I beg to say that if you will advise us at what date
you resigned from the employ of the City, we will let
you know whether or not your case can be re-opened.

Yours truly,

James Matthews
Executive Secretary.

Mr. D. J. Delaney,
213 East 110th Street,
New York City.

*Aug. 26, 1913.
213 E. 110 St.*

Mr James Matthews.

Dear Sir,

*Find enclose my resignation of
March 17, 1910, wishing you would help me with my present
application in support of my letter to the Mayor.
Thanking you in advance for the favor of an early reply.*

*I Remain
Respectfully*

D. J. Delaney

CITY OF NEW YORK
OFFICE OF THE MAYOR

MEMORANDUM FOR THE MAYOR.

From Governor Sulzer, Albany, enclosing copy of communication received by him from the Department of State, Washington, which in turn forwards a letter addressed to that Department by the French Ambassador.

It appears that two cable companies under French control have termini in New York City, receiving their business over land wires which they have leased from various domestic telegraph companies. The representatives of the French cable companies have been notified that any such concern doing business within the limits of the city without having applied for and received the municipal consent, was regarded as operating unlawfully in the streets even though they had merely rented wires from another telegraph or cable company, and that therefore these foreign concerns must organize under the laws of the State of New York, and obtain a franchise from the Board of Estimate.

The communication from the Embassy, which is in the nature of a protest, points out that these cables were landed in the United States in 1879, with the permission of the Federal Government, such permission being granted on the condition that reciprocity would be extended to American companies in France, and that such agreement has been followed up to the present time, two American cable companies landing their wires in French territory, having their cables connected with the land wires, every facility extended for conduc-

CITY OF NEW YORK
OFFICE OF THE MAYOR

ting their business, and no fee charged or license required for the use of the wires in such territory. The protest also contains a paragraph asking why the City of New York should have kept back for 34 years the demands which it now makes, and suggesting that, under the agreement between the two governments, the City of New York should recede from the position taken by its officials.



STATE OF NEW YORK
EXECUTIVE CHAMBER
ALBANY

August 11, 1913

Hon. William J. Gaynor,
Mayor,
New York City.

My dear Sir:

The enclosed communication, with translation, from the State Department at Washington, regarding the Compagnie Francaise des Cables Telegraphiques and its subsidiary, explains itself, and I send the same to you for your information. I shall be glad to receive such report as will enable me to make suitable reply to the Counselor of the State Department.

With best wishes, believe me,

Very sincerely yours,

Wm. Sulzer

COPY.

Department of State,
Washington, D.C.

August 6, 1913.

The Honorable,

The Governor of New York.

Sir:

I have the honor to enclose herewith a copy of a note from the French Embassy of the 31st ultimo in relation to demands reported lately to have been made by the government of the City of New York upon the Compagnie Francaise des Cables Télégraphiques and its subsidiary, the United States and Haiti Telegraph and Cable Company.

It appears that in order to connect the New York-Cape Cod and New York-Cape Haitien cables with its main office in New York, the Compagnie Francaise des Cables Télégraphiques is obliged to rent from various American companies wires of their underground system in the City of New York. At the beginning of the present year, so it is stated, the American representative of the French Company was advised by the authorities of the City of New York that any telegraph or cable company doing business within the limits of that City, without having applied for and received a municipal license, was to be regarded as operating unlawfully in the streets of the City, even though

it merely rented wires from another telegraph or cable company, and that in conformity with this view the French Company must organize as an American telegraph company and become incorporated under the laws of the State of New York and obtain a license in conformity with the requirements of the Board of Estimate and Apportionment of the City of New York.

Against the demand that the French Cable Company be required to incorporate itself under the laws of New York and obtain a license, the French Embassy presents on behalf of that Company the enclosed protest. As is pointed out in the protest, the French Cable Company landed its cables in the United States in 1879 with the permission of the Government of the United States, such permission being granted on the condition that reciprocity would be extended to American companies in France. In fulfillment of this condition, it is stated that two American companies have since been permitted to land in France and that they have without exception received in that country the same facilities in conducting their business as has the French Company itself, the French administration placing at their disposal connecting wires without demanding any payment or dues therefor. It is further stated that the City of Paris, whose underground conduits are used by the American companies, does not collect any special dues from them and that the case is the same in the other cities through which the wires run.

The Department will be obliged if you will bring this matter to the attention of the Mayor of the City of New York to the end that it may receive due consideration and that any grounds of complaint may be removed.

I have the honor to be, Sir,

Your obedient servant,

For the Secretary of State:

(Signed) J. B. Moore,

Counselor.

TRANSLATION.

EMBASSY OF THE FRENCH REPUBLIC

TO THE UNITED STATES,

WASHINGTON, July 31, 1913.

Mr. Secretary of State:

As I orally informed Mr. Moore, I have received instructions from my Government to draw Your Excellency's attention to difficulties that the City Government of New York is now opposing to the Compagnie Francaise des Cables Telegraphiques and its subsidiary the United States and Haiti Telegraph and Cable Company.

In order to connect the landing of the New York-Cape Cod and the New York-Cape Haitien cables with its main office in New York, the Compagnie Francaise des Cables Telegraphiques must rent from various American Companies wires of their subterranean system which runs under ground in that city.

On the other hand, at the beginning of this year, the city authorities of New York looked into the use of the said underground by lines owned by or leased to Cable Companies. They then inquired of the French Company and its subsidiary about their hiring of wires, their right to operate them and their franchise.

Heretofore the French Company had never considered it

necessary to secure the City of New York's permission for such leases, not any more in fact than they had been asked so to do by the City authorities; but confronted by the inquiry set on foot by the City Government of New York and the desire expressed by the "New York Telephone", "Postal Telegraph" and "Commercial Cables" Companies that they be furnished with the protection of a license granted by the City of New York to the French Company and its subsidiary to rent their underground lines, the French Company directed its representative in the United States, Mr. Sweeney, to inquire on what conditions the City of New York would grant the said license.

Mr. Sweeney was told that any telegraph or cable company, doing business within the limits of the city of New York without applying for and receiving a license to erect or lay its lines, unlawfully operates in the streets of that city, even though it merely rents wires from another telegraph or cable company. Mr. Sweeney was further informed that, according to the decision reached upon examination of the point by the "Board of Estimate and Apportionment" the French Company must organize as an American telegraph company regularly incorporated under the laws of the State of New York and that the two companies (the French Company and the Haiti Company) should, in order to make their operation lawful, file an application for a license to use the streets of the city and previously declare whether they intend to abide the provisions of the Post Road Act rendered by the Board.

The time allowed for the declaration and application had been originally set at April 26 and May 10; it was extended one month but the Company, through its counsel, applied for a further extension.

As regards the United States and Haiti Telegraph and Cable Company which is organized under the American Laws there seems to be no occasion for its refusing to adhere to the Post Road Act which would enable it to use the streets of the city without applying for a license; but as the question as to whether a Company directly authorized by a city to operate in its streets may rent wires to another Company has never been decided in court, and inasmuch as, no matter how the case stands, connecting telegraph companies must, under the laws of the State of New York, accept any message that is delivered to them, it should not be compelled to comply right away with the demands of the City and would be justified in defending any action that might be brought by the city in case the extension applied for should be denied.

The case of the Compagnie Francaise des Cables Telegraphiques is quite different, in the opinion of the Government of the Republic, because it is a foreign Company in the United States.

As a French corporation, that Company cannot agree to abide the provisions of the "Post Road Act". It does not seem possible to compel it to organize as an American corporation; the Federal Government would certainly be foremost in demanding

the withdrawal of such an obligation if it were imposed by the French Government on American companies doing business in France; such a claim on the part of the City of New York appears to be untenable.

Again, one may wonder why the City of New York should have kept back for thirty-four years the demands it now makes known, especially as the French Company has complied with the laws of the State of New York, as a certificate delivered by the Secretary of State of that State on March 9, 1894, will show.

Finally, it is meet to bring to mind the conditions on which the "Compagnie Francaise du telegraphe de Paris a New York" (now the "Compagnie Francaise des Cables Telegraphiques") was permitted in 1879 to land a submarine cable in the United States, as the outcome of the negotiations conducted by the two Governments.

The permission was not granted by the Federal Government until the French Government had given formal assurances that it would, the case arising, grant reciprocity to Americans and guarantee to them the same privileges as were enjoyed by its own nationals.

In fulfillment of that promise, two American Companies have since been permitted to land in France cables connecting the United States with France, and without a single exception, they have been extended in France the same facilities in conducting their business as the French Company itself.

In a general way, the French administration places at the disposal of the several companies wires connecting their offices with the landing of their cables. Whenever permitted by the availabilities of the system, the use of those wires is granted free of charge; when they are laid at the request and for the exclusive use of the companies, the cost of the laying is refunded by them, but in no case is there any fee collected for the use of the wire.

In particular, our administration does not demand any payment or dues for the use of the three wires it has placed at the disposal of the American companies from Paris to Havre; likewise, the City of Paris, whose underground conduits are used by those three wires, does not collect any special dues from the said Companies, nor do the other cities through which the wires run.

The fact that the Government of the Republic does not ask the said American Companies to pay anything for the use of wires exceeding 220 kilometres in length, might be profitably compared with the claims of the City of New York which evinces a purpose to lay on our Company, which already pays for the rent of the conduits it uses, charges for the use of the underground over a very short distance. There is no doubt that, should the Compagnie Francaise des Cables Telegraphiques and its subsidiary be made by the American authorities the butts of difficulties of this character in their operations in New York, it would be no longer possible to let the American

Cable Companies established in France continue to enjoy the advantages with which they have been favored heretofore.

My Government does not doubt that your Excellency will admit that the French Company's complaint is well founded and agree to lay the situation before the City authorities of New York. It is convinced that your benevolent intervention, on which it believes it may rely in view of its faithful and unbroken compliance with the agreement reached by the two Governments, will suffice to cause the City of New York to desist from its pretensions and give full satisfaction to the requests formulated in the note of the French Company of which I had the Honor, owing to the urgency of the case, to leave a copy, yesterday, with Mr. Moore during the visit I had the pleasure to have with him at the Department of State.

E. de Peretti de la Rocca.

His Excellency,

The Honorable W. J. Bryan,

Secretary of State of the United States,

Washington, D. C.

CITY OF NEW YORK
OFFICE OF THE MAYOR

September 17, 1913. v

Dear Captain:

I have received your
telegram of congratulations and I want
to thank you. You know how much I ap-
preciate your thoughtfulness.

Sincerely yours,

A. L. Murrin
M a y o r.

Captain Bernard Gallagher,

WESTERN UNION



TELEGRAM

Form 168 White

THEO. N. VAIL, PRESIDENT

RECEIVED AT the WESTERN UNION BUILDING, 195 Broadway, N. Y. ALWAYS OPEN

410

A140 B ADR 8

B BROOKLYN NY SEPT 15 1913

A L KLINE

MAYOR. NYC.

CONGRATULATIONS AND GOOD LUCK TO OUR NEW MAYOR

BERNARD GALLAGHER

1120A

Dear Captain

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

253 BROADWAY, N. Y.
PHONE 6700 BARCLAY

TELEGRAM

DELIVERY No.

235

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

10/408

178Am M 53 lex

DESIGN PATENT No. 40529

Albany NY NOV5 13

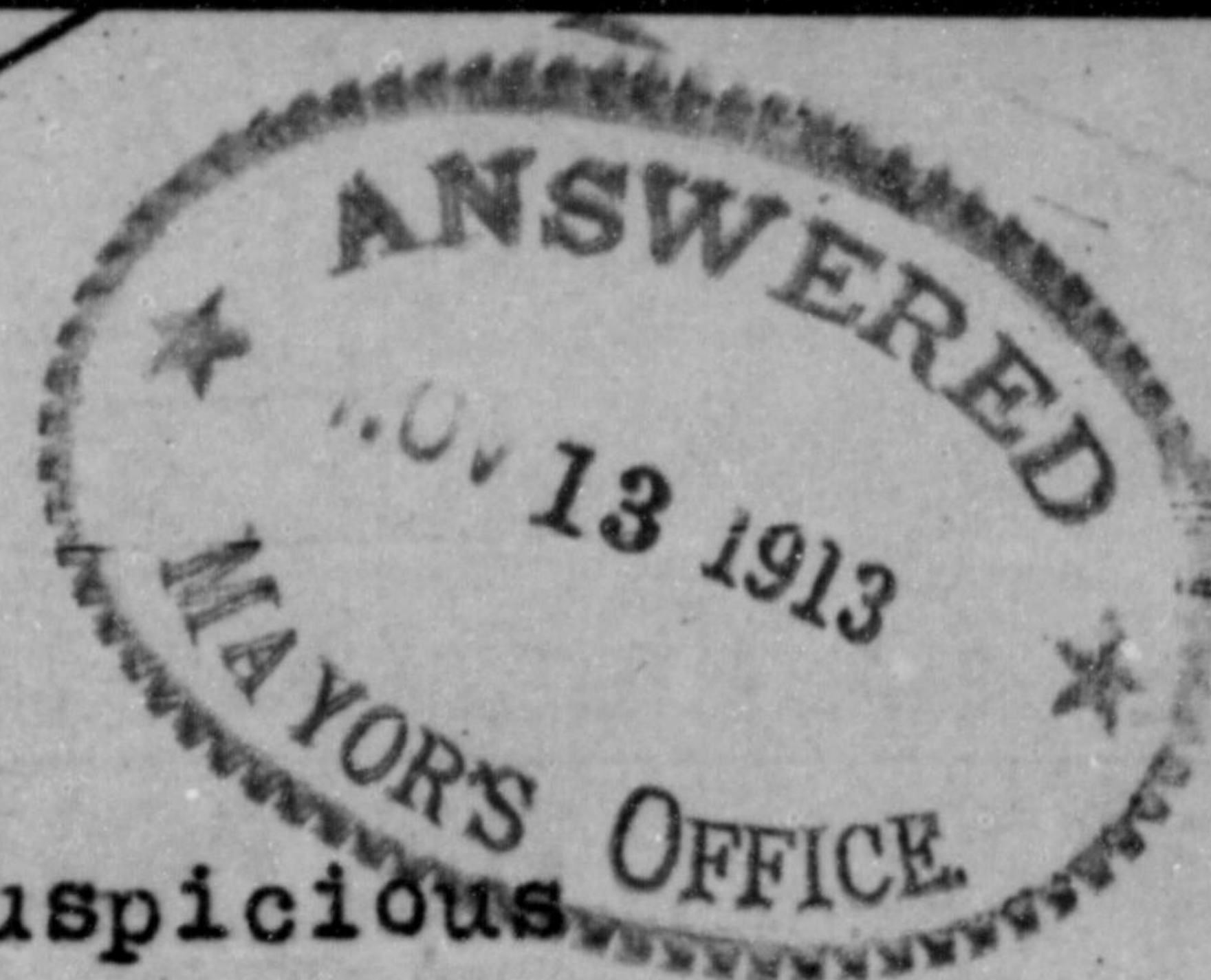
HonAdolph L.Kline,

Mayor of NY City...Newyork

The state congraulates the city of Newyork on the auspicious inauguration of the great work of dredging for the great piers at West forty sixth street..The state is justly proud of its great harbor and of every development that makes for its commercial prestige and importance..God Speed this great undertaking .

Martin H Glynn

Govr 2p



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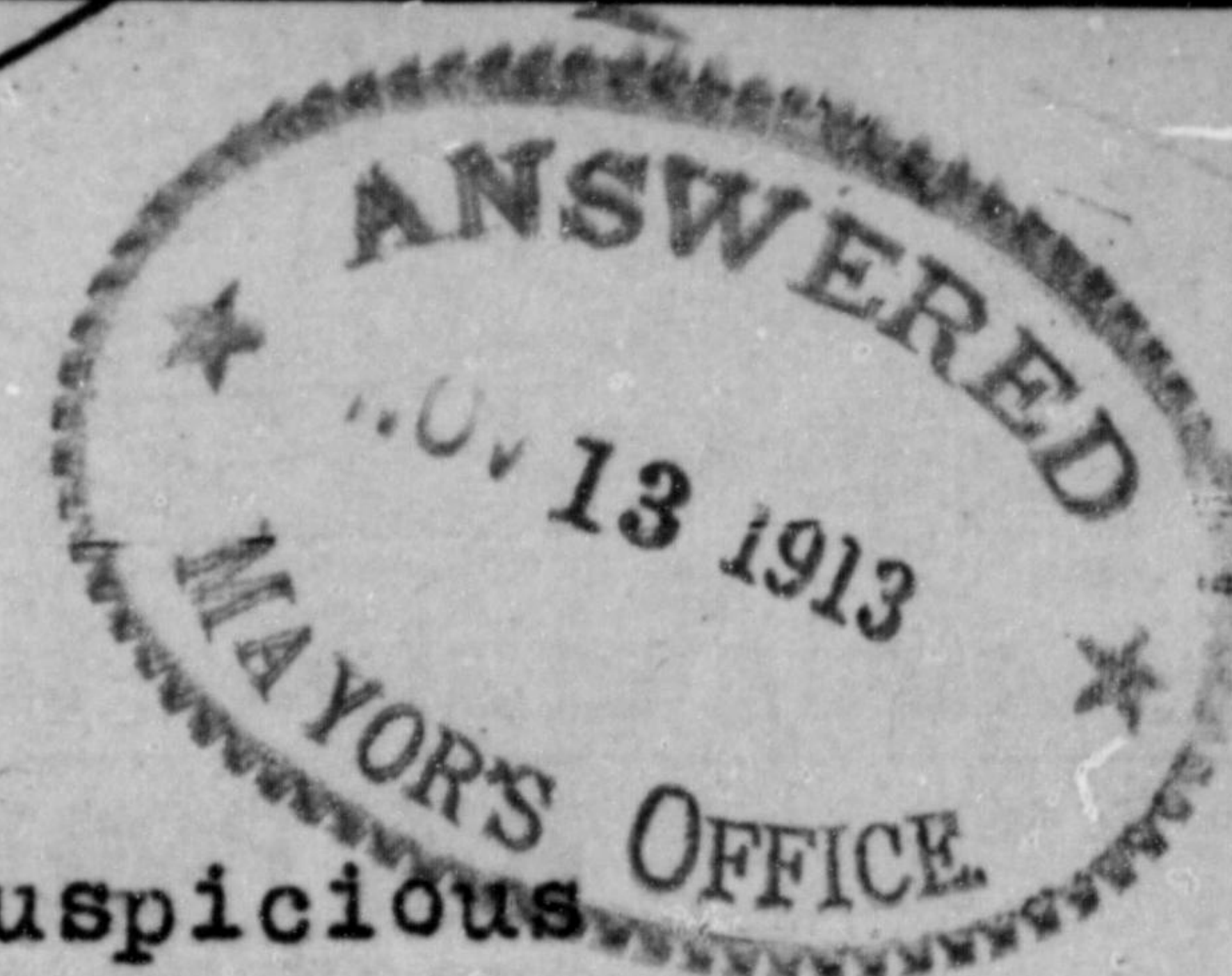
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Martin H Glynn

Govr 2p



POSTAL TELEGRAPH-CABLE COMPANY IN CONNECTION WITH THE COMMERCIAL CABLE COMPANY



THE GREATEST TELEGRAPH AND CABLE SYSTEM IN THE WORLD. . EXTENDS OVER TWO-THIRDS OF THE WAY AROUND THE EARTH.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

TRANSMITS AND DELIVERS THE WITHIN MESSAGE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS :

To guard against mistakes or delays, the sender of a message should order it **REPEATED**; that is, telegraphed back to the originating office for comparison. For this, one-half the regular rate is charged in addition. It is agreed between the sender of the message written on the face hereof and the Postal Telegraph-Cable Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any **UNREPEATED** message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any **REPEATED** message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of the Company can be **INSURED** by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of this Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

This Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED** Message and is transmitted and delivered by request of the sender under the conditions named above. Errors can be guarded against only by repeating a message back to the sending station for comparison.

The above terms and conditions shall be binding upon the receiver as well as the sender of this message.

No employee of this Company is authorized to vary the foregoing.

CLARENCE H. MACKAY, PRESIDENT.

CHARLES C. ADAMS, VICE-PRESIDENT.

EDWARD REYNOLDS, VICE-PREST. AND GENERAL MANAGER.

CHARLES P. BRUCH, VICE-PRESIDENT.

EDWARD J. NALLY, VICE-PREST. AND ASST. TO THE PRESIDENT.

POSTAL TELEGRAPH—FASTEST SERVICE IN THE WORLD

October 4, 1913.

Mr. Stuart W. Cramer, President,
American Cotton Manufacturers' Association,
Charlotte, N. C.

Dear Sir:-

I am informed that the Merchants' Association of New York has extended an invitation to your organization to hold its next annual meeting in our city. In behalf of the municipal administration, I take pleasure in expressing the hope that you will decide to assemble in New York next year.

We believe that an Association of so great industrial and commercial importance as yours will find our city to be an ideal place to secure good results at its business sessions, and we are sure that the gentlemen who attend will enjoy themselves to the utmost during the intervals of your meeting.

Trusting that New York may have the honor and pleasure of extending a hearty welcome to you next Spring,
I am,

Respectfully,

Mayor.

(Burke)

2508 Seventh Avenue,

Borough of Manhattan,

New York, N.Y.

Hon. Ardolph Kline,
Mayor of the City of New York,
City Hall.

Honored Sir:-

My motive in calling your attention to the following is that simple justice be done by the Corporation Counsel's Office, and that persecution and mis-statements in a brief of the City's submitted to the Supreme Court, Appellate Division, October 9, 1913, be inquired into., (fol.) As marked in the brief and this statement refer to matter in the record of the case which is on file in the Corporation Counsel's office.

I am a veteran of the Spanish-American War, serving in both the Army and Navy, the son of a veteran of the Civil War, and trust that this matter will enlighten you as to how City Officials rid the Departments of veterans.

- Case -

The people ex. rel. Charles F. Burke
Relator -

- vs. -

Henry S. Thompson, as Commissioner of Water Supply,
Gas and Electricity of the City of N.Y.
Decision handed down against Relator, Oct. 24, 1913.

Persecutions and Mis-statements:-

City's Brief. 1"- Paragraph -

"The relator was tried upon certain charges of misconduct Etc." -

Such was not the case:- When the articles upon which I was tried before Commissioner Thompson was served on me, there was and is no mention of any specific charge, as for example -

Charge 1 - Misconduct:-

Then the specification to follow the charge as to how the "Misconduct" was committed. I was merely served with a mass of specifications. -

The City admits in their Brief, that the matter served on me were specification's.- Page-6 - Paragraph 1-
Page 7 - Paragraph 1.

Hon. Ardolph Kline - 2
October 1913.

I deny the City's allegation that there was any "Charges of Misconduct", with its attendant specification on the papers served on me before I was tried before Commissioner Thompson.

In fact when I was tried before Commissioner Thompson I knew not on what charge I was being tried; whether it was misconduct, neglect of duty, burglary, bribery, larceny, manslaughter or what not, and was not informed by the Commissioner or Corporation Counsel's office, on what charge I was tried until I received my dismissal papers April 8, 1911.

Page 3 - Paragraph 1 and 2 -

Paragraph 1 - "The charges against the relator were in effect that he had been guilty of misconduct." Again I take exception as the papers served on me stated no such charge. As stated above I knew not whether it was "misconduct, neglect of duty, burglary, bribery, larceny, manslaughter, or what not."

Paragraph 2 - "That in addition thereto he absented himself from his investigation district upon one occasion and unduly alarmed a Mrs. A. E. Hanson at certain premises at Brighton, Staten Island in regard to the dangerous equipment as to the said premises and also spoke to a Mr. A. E. Hanson intimating a desire to extort money from him for future official action. (Fol. 42 and 62)". The above is such wilful mis-statement, that I cannot conceive of any man writing it in his brief. My absention as alleged in specification 27, was on Oct. 26, 1910, five months before I was tried before Commissioner Thompson, and related to premises Bechtel's Brewery Stapelton Staten Island.

The affair as alleged with Mr. A. E. Hanson is Specification 29, and "on or about November 12, 1910". Here is a clear difference of seventeen (17) days.

And furthur why the Hanson specification was embodied in the brief, is questionable as I was found not guilty on that specification before Commissioner Thompson.

And as to "unduly alarmed Mrs. A. E. Hanson", she did not appear as a witness to support that statement. (Fol. 246, 247, 428, 429).

My firm belief is that the above Hanson matter was deliberately inserted in the brief, to prejudice and bias the Judges who reviewed the case.

Hon. Ardolph Kline - 3
October 1913.

Page 4 - Paragraph 1, 3, and 4 -

Paragraph 1 - "The first step when an inspection was desired was to notify the Inspector of that District to be there either that morning or the following morning". Entirely wrong.

"The first step when an inspection was desired", is to file an application stating the equipment installed. That application then goes to the clerical force and it is generally two days after the application reaches the office, before the Inspector receives the application.

Paragraph 3 - "A report disclosed that violation was not proved". This is another wilful mis-statement, as the reports in the record, "plaintiff's Exhibit 2 to 29 inclusive", disclosed that the violations were not removed.

Paragraph 4 - Supports my statement about page 3, paragraph 2 in relation to my alleged absention showing that I was in another place than Hanson's.

Also "he did not give Burke permission to absent himself from his duties or from the office on the afternoon of the same day (Fol. 97)".

Then see (Fol. 101) Sheridans answer - "Well the following morning they generally report back to the office. Then see (Fol. 104) Sheridans answer - "No; I will not swear that I was there all the afternoon."

Page 5 - Paragraph 1 -

"There was no violation filed against Bond Street", (see Fol. 546) Plaintiffs Exhibit No. 27, which states:- "Also report an application 2810, location Bond Street Port. Richmond, report violation not removed, current in use Dated March 2, 1911."

Also same paragraph - "So that on October 26, he told Burke to go and straighten the matter out (Fol. 113)" "(In Fol. 113)" Sheridan states no such thing - Here Sheridan was muddled up and Benedict objected to save him. Paragraph 2 and as regards (Fol. 117). Then see (Fol. 114). Last question last answer - "He went there and could not get into the building".

Page 6 - Paragraph 1 -

"Outside of the fact he saw his handwriting on the Daily Inspection Cards." This is another wilful mis-statement - see (Fol. 393), "I particularly recollect being in this place as I saw a few boy's smoking. It is a boy's club." Also (Fol. 399) first question and answer, and last question. Also (Fol. 448) page 150 and (Fol. 449 to 461).

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Between the dates of the specifications relating to above which was 143 Mariners Harbor, I had made some 500 inspections - How in under the sun could I recollect some particular thing connected with each one of the inspections without some recollection of some of them. (see fol. 459), question and answer on page 154. And now before we leave this item this question -
Mention about affidavit for recollection of Commission's witnesses -
(fol. 137, 140, 167, 176, 177, 195, 200, 203, 204, 219, 231, 234, 255, 278, 290).

There is absolutely no mention of these affidavits in the specifications and if these affidavits had been offered in evidence I could have forced the Corporation Counsel's Assistant to produce the two men who shadowed me, and what method they pursued to obtain the affidavits.

Page 6 - Paragraph 2 (fol. 199 to 215), (fol. 411, 412, 413, 474, 479). Note answer to fol. 209 - Here the witness admits she did not see the baker all day, nevertheless he baked bread that day and in (fol. 208, page 70) "I suppose 4 o'clock that is about the time he usually starts work."

Page 2 paragraph 1 -

"At which time he would be given an opportunity to make an explanation". I was given no such opportunity to explain myself. (fol. 371, 372, 375 to 379, 386, 387, 388, 417, 420, 428, 432, 433, 434), all objections by Benedict to keep the truth from coming out.

Now especially note (fol. 369, 370, 371, 375, 379) This is in reference to Page 3, paragraph 1, 96 Broadway, Port. Richmond. Was the Commissioner and the Assistant Corporation Counsel endeavoring to protect the Advisory Board that incompetency would not show?

Page 7 Paragraph 1,

I did not admit my guilt. See (fol. 416 to 420).

Before and until the brief of the City was submitted to the Court, on five different occasions I wrote my counsel Jacob Rouss to forward me a copy of the brief before the case was presented to the Court; He ignored my communication never furnished me the brief, jammed the case into Court and had the decision before I saw the City's brief. On the day the decision was handed down, Oct. 24, 1913, I applied personally at Rouss's office for a copy of the City's brief. The clerk told me:-
"Mr. Rouss is out". Then looked in the files and said:-

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"its peculiar I can't find the brief." Then I applied at the Corporation Counsel's office for a copy of the City's brief", - received same, and when I perused same I knew my counsel should never have submitted my case without consulting me first on the brief. Had I known before the decision was handed down, what was in the city's brief I would have stopped the case.

In closing I might state: see (fol. 8 and 9) and procure from Commissioner Thompson that letter and peruse it.

And that my troubles with Sheridan started as follows:-

Early in 1910 Sheridan said to me:- "Say Charlie, is Kelly a Catholic?"
I said, "I don't know, I never inquire into a man's personal affairs".
Then Sheridan said:- "He is a protestant, I know it, down to the goats for him; there was only one protestant ever in this office and we fixed him."

Sure enough Kelly went to the "Goats", that is to the lower end of Staten Island - and some nine months after this Sheridan drummed up charges against Kelly. Kelly was tried before Commissioner Thompson and defeated the charges, though fully one month elapsed after the hearing before Commissioner Thompson handed down his decision. Kelly finally resigned the Department. He was a veteran of the Spanish-American war like myself and we were the only two veterans in the Electrical Inspection Bureau in the five boroughs.

Before Kelly's charges, and one morning while Kelly was in office, Sheridan trying to fathom why I upheld Kelly and would not stand for his destruction said to me:-

"Say your a mason are'nt you? Looking up surprised and to feel him out, I said off hand -

"Yes. What about it?"

Then Sheridan said in reply - "I would shoot them s---s of b-----s in the back."

I then replied:- "Well George, when I came in I saw a mason on the steps and with his insignia in the lapel of his coat: go down and see if you can shoot him, but look out he may see you first and fill you full of lead".

"When Kelly heard this he said, "Charlie what is the trouble with that man?"

I said, "I dont know; he don't drink, only smokes cigars, but I am inclined to think he is crazy."

Ever after the above episode Sheridan hounded me, with the result of finally, my dismissal.

You may note that from the record trial

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You may note that from the record of my trial none of the Engineers of the Department, went on the stand to corroborate Sheridan in his contention of Electrical Construction against me.

C. F. Lacombe who signed and preferred the specifications against me did not take the stand because:- I was ready to prove by cross-examining him that he holds no papers as an Electrical or Mechanical Engineer - That he is not even a steam engineer.

That he was ordered out of the City of Denver, Colorado, or be ridden out on a rail. That he left in a hurry went to Cleveland, Ohio, and attempted suicide by slashing both his wrists in a hotel; was found in time and his life saved.

That Mayor Low appointed him directly after the above incident through solicitation of ~~2~~ as an Assistant Electrical Engineer in the Water Department. To-day he is termed the Chief engineer of Light and Power. Henry Doherty of #60 Wall Street has personal knowledge of the above facts and why Lacombe was given twenty-four hours to get out of Denver, Colorado.

Of Mr. Hubert Wynkoop the other engineer I had the evidence-documentary- to prove that he was violating the charter. That he was an officer in the Honduras Rubber Company and advertising his city title on the prospectus of the rubber company to further the floating of the stock. Rubber is one of the principle commodities of the Electrical Industry and it is distinctly prohibited by the charter for an officer or employee to be interested in such commodities.

Mr. Thompson has knowledge of the above but never acted on it. Why? So when the type of men enegerated, Lacombe, Wynkoop and Sheridan combine to work the destruction of a man to what limits will they go?

I enclose newspaper clipping of Justice Goff's decision in a case similiar to mine and with the same Assistant Corporation Counsel Benedict acting for the City. Note what Judge Goff states regarding "Misconduct and Affidavits".

And last but not least regarding the sppointment by Mayor Low of Lacombe:-

The Judge

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That Judge Lacombe of the United States Circuit Court interested the Consolidated Gas Co. in his nephew Charles F. Lacombe and they in turn interested Mayor Low.

At the time of my hearing, a case in the Supreme Court against the Consolidated Gas Co., instituted by my wife came up. I was a witness in the case, had to at one-day produce my subpoena to Commissioner Thompson after the day's hearing for permission the following day to appear in the Supreme Court. My attorney before Thompson was my wife's attorney against the Consolidated Gas Co. So my attorney and myself had to go from one court to another at the same time. Suffice it to say the Gas Company settled the case for \$650.00. Twelve days after that I was dismissed from the City Department.

Sheridan could not have carried out his end of the program without Lacombe. Did the Consolidated Gas Company give Lacombe his orders?

Respectfully submitted,

Charles J. Burke

October 31 - 1913

2508- 7th Avenue.

Manhattan Borough.

New York City.

Hon. Charles S. Whitman.

District Attorney, New York County.

Criminal Court Building.

New York City.

Honored Sir:-

If the following matter be in your jurisdiction, I would that you take such action as to end such practices as lawyers prolonging cases and conducting same in a questionable manner as to suggest collusion.

Writ of Certiorari.

People ex vel, Charles F. Burke.

Relator.

vs/

Henry S. Thompson, as Commissioner of Water Supply, Gas & Electricity.

Writ sued out 26th day of July 1911.

Proceedings affirmed by Appellate Division.

October 24th 1913.

Attorney Jacob Rouss.

July 25th 1911, retaining fee of \$125.00 given to Rouss. Also that he was to receive 50% of re-instatement money. And further that I was to foot the printing &c which would be about \$25.00

Some two months later when I inquired of Rouss as to the printing he referred me to the Reporter Company of 253 Broadway. Mr. Russell was the manager and the man to whom I inquired as to the Estimate. After looking over the typewritten copy of the minutes of my hearing he said:-

"Fifty-five cents a page and at a rough Estimate the figure would be \$110.00 more or less". (Rouss had told me when I retained him" it would only be \$25.00").

Called up Rouss and told him:- " I had no such money as \$110.00 to give up for the printing, and if I could not borrow it I would have to give up". Rouss's comment was "kind of high, ".

The later part of January 1913 I wrote Rouss and inquired "if the court would give me time to procure money to have

my case printed".

February 2nd 1912. Rouss wrote me and said:- "if you require four or five months to do so I have no doubt but that I will get it for you."

May 22nd 1912, having the money for the printing, I wrote Rouss and asked "if I would have to have the printing done before the Court adjourned for the summer". In reply he stated:- "No. It can go over till fall".

In the fall and about Sept 25th 1912, I called on Rouss and told him " I was ready to go ahead with the printing, to give me the minutes and data and that I would again go to the Reporter Company and have the case printed". Rouss suggested, "that I go to the Chief Publishing Company". I did, and they wanted Seventy cents a page. Then called at the Reporter Company and Mr. Russell said to me this time:- "We don't care to handle Rouss's cases".

Why I said?.

He replied:- "Because he owes us money for printing cases and we cannot collect from him. Has his managing clerk come over here and make propositions for 10% on all cases he sends us. Now, we don't do that kind of business. Our rate is fifty-five cents a page flat". I replied:- "Well Mr. Russell, what has that got to do with me? I'm the party your dealing with, not Rouss. You give me the figure for printing, draw up your contract and I'll pay you Your Deposit and the balance on Delivery of the printed case to me".

Well, he said:- "The figure is fifty-five cents per page and the approximate amount \$110.00 more or less".

"What Deposit do you want I inquired".

None he said.

Very well, I said, go ahead and print.

When will the matter be done?.

Some ten Day's he replied".

Then 'phoned Rouss and informed him "that I had closed printing deal with the Reporter Company".

Oct 3" 1912 or thereabouts I called Mr. Russell of the Reporter Company up, and inquired as to the progress of the printing.

He replied?. "Haven't you heard?.

Heard what I replied?.

That Rouss sent over here the following day after you left the case with me, and demanded the data back, and I gave it to him. I asked:- Why did you do that? Did I not make a contract with you? Yes, he said, but Rouss is your attorney. I'm sorry, but you will have to finish the case out with him now that you have started". Then I called Rouss up on the 'phone, said nothing of Mr. Russell's talk to me and inquired if he knew how the printing was progressing. "O" Yes he said, That Reporter Company was Dilly Dallying with it and I took it away from them. You go and see the Chief Publishing Company again, they will print it for the same figure as the Reporter Company".

What figure is that I questioned.

Then Rouss:- " wait until I get the memo from my desk(-In a minute came back on the 'phone and said:- I can't find it now, but you see the Chief Publishing Company and talk it over with them".

But I said:- "The Chief Publishing Company wants seventy cents a page. I have not that money which their figure would total".

"See them he said, they'll fix you up".

On Oct 10" 1912, Rouss sent me a communication stating:- "I want to see you about the printing of your case.

On Oct 18" 1912, another communication stating:- The Chief will print for approximately the same amount as the other printer, and suggesting that I send him \$50.00 for Deposit and he would turn it over to The Chief".

On Oct 21" 1912, I received a communication from The Chief Publishing Company Stating:- That the case will cost you about Ninety-five (95) Dollars. We require a Deposit of \$25.00 &c."

The same Date Oct 21" 1912, I forwarded to The Chief Publishing Company \$25.00 on Deposit and orders to print- Rouss had asked for \$50.00. In the same mail I notified Rouss of my action, and write orders to turn Data over to the Chief.

Time passed and heard nothing of my case, and about three weeks later Nov 8th 1912 called on The Chief Publishing Company and inquired They said:- " We have not had the Data from Rouss yet."

Called on Rouss and inquired. He said:- "The last page of the copy of the minutes is lost, and the Exhibits are marked in Duplicate.

Had to take it up with the Corporation Counsel's Office and they

will have to check up the whole business. I took it up with Mr. Shields, he is Benedicts assistant.

How long will this take I inquired. " About a week Rouss said". Time went on and nothing from Rouss.

On February 6" 1913, I wrote Rouss and inquired. "What steps have you and Mr. Shields taken. I am somewhat anxious to know where I stand."

On February 10" 1913 I received a communication from The Chief Publishing Company which was Dated February 5" 1913. and stated:- Return to Writ of Certiorari will be ready for Delivery February 8". And bill for \$127.40. Their Estimate was approximately \$95.00

On February 16" 1913, I wrote The Chief Publishing Company a lengthy letter and took up the matter in the Difference of the two figures \$95.00 and \$127.40. The Chief compromised for \$117.50

On February 19" 1913, I wrote Rouss and stated:- "The Record had errors in it &c. ".

On March 28" 1913. I wrote Rouss and inquired the status of my case. "Has it been presented to Court? Is it on the Calendar? Have you drawn up brief?. On March 29" 1913, I again wrote Rouss and stated:- That there is no record of my case on appeal in the register of the Appellate Division" That a copy of the Record has not been filed in the Corporation Counsel's office. Why have you not taken steps in the Direction as indicated above?. You have always stated to me that some one either than you was responsible for the Delay in my case. Who is interested in keeping my case out of Court".

Matters then began to move again.

Then on May 12" 1913 I received a communication from Rouss stating:- "I have sent the brief to The Chief to be printed. Get in touch with them so as to arrange for the payment of it".

Then on May 24th 1913 a communication from Rouss. "We noticed your case for argument for the 6" of June. Then on June 5" 1913, "Judging from the present condition of the calendar your case is not likely to be reached until about the middle of next week. I write you this so that you will not lose a day in Court to-morrow". On June 6th 1913 I called at the Appellate Division of the Supreme Court and was informed- "Your case has been noticed. It will not come up before ad-

journalment. If it was submitted it would come up".

On July 19th 1913 a communication from Rouss stating :O "Court adjourned last Friday and will not again reconvene until Next October &c. We were within 30 cases of being reached. It is unfortunate that there must be this delay but it could not be avoided".

On May 28th, June 21st, July 13th, August 5th, October 15th and October 20th 1913, I wrote Rouss and asked, requested and then demanded " that he furnish me with a copy of the City's brief before the case went up for decision". He ignored my communications and never furnished me the brief even to this writing.

On Oct 11th 1913, I received a communication signed Grant and Rouss stating:- "We have presented your case to the Appellate Division yesterday and hope to have an early decision". (You will note from above that I wrote Rouss immediately after the above communication Oct 15th & Oct 20th, for copy of City's brief). My wife immediately called at the Appellate Division upon the receipt of the October 11th communication as to the case and was informed- "The City Submitted their case on the 9th inst, and Rouss submitted his ".

When I found he had submitted after noticing on May 24th as stated above, I wrote again on Oct 15th and Oct 20th for a copy of the City's brief. Ignored. Decision handed down Oct. 24th 1913.

Called at Rouss's office after decision was handed down and was informed by the clerk, "He was in". Another party in the office said "No, he's out".

Then I asked the clerk about a copy of the City's brief which I had wrote for. The clerk went inside, came out and said "Its perculiar I can't find one". I replied, "Well I will go over to the Corporation Counsel's office and apply for one and find out what is in that brief

I duly applied at the Corporation Counsel's office and received a copy of the brief. My comments on the brief I refer you to enclosed copy, of letter to Mayor Kline. I closing I will state:- That I wrote up all the facts embodied in this statement trusting that thereby I could place all the necessary information before you that you could thus judge the merits of the case from beginning to end.

And that the motive that inspired me to write you was that part of

the case relating to noticing the case for argument , the failure of my counsel to furnish me a copy of the City's brief before the case went up for Decision, the submitting of my case without notifying me, as in Rouss's communication of Oct 11th 1913, in order to mislead me he used the word presented. And the false statements in the City's brief. These facts opened up in my mind a question as to whether there was collusion ,.

I ask, no favors from this Government or State, but believe that from my father's services to this Government throughout the Civil War, my services in the Army & Navy during the Spanish-American War, that this State and City should render to me justice and fair play in a case at law rendered to the Courts for Decision.

Being a family man with four Children and a wife dependent upon me, my financial means for a case at law are indeed small. But when on principle and righteousness I make sacrifices and go to Court, and find that the unlimited resources of the City of New York are arrayed against me through the Corporation Counsel's office, and that the above power is prostituted and false statements made in a brief of the City's to work my destruction it is indeed time to question that Office.

Also I might state:- That on June 30th 1910 Some ten month's Before I was served with so-called charges, Mr. Bennett then Secretary, now Deputy Commissioner of Water Supply, Gas & Electricity had me meet him at 3.30 P.M. of the afternoon of the above day at Midland Beach Amusement Resort, Staten Island, This because he told me "the Mayor wanted as I had condemned both Midland & South Beach as a danger and a hazard to life & Property".

Mr. Bennett duly inspected both beaches with me and said:- "Burke, if I had the power I would shut down both these beaches". At Midland Beach, Mr. Leonard Manager of same said to Mr. Bennett:- "Your not going to shut me down, We're open now and have \$500,000 invested here. Mr. Burke is the first inspector, that was down here in 10 years and inspected the place. I'll admit its rotten, but you people should have notified me before I opened. (Inspected these Beaches March-10 & 11, 1910. and again on May 24 & 25, 1910, and also on June 22, 1910) If you start in to do anything I'll pull some wires and start something, your a pretty big man, but I'm a fighter

and ready for it now".

Mr. Bennett apologized his way out.

On June 23" 1910, Seven day's before Mr. Bennett, had me meet him at Midland Beach, I was informed by George Sheridan Chief Inspector Staten Island, that I was not to inspect the Beaches, that another Inspector had been detailed to take in the Beaches).

After my tour with Mr. Bennett I heard no more from him until some six months after and then at the Main Office in Manhattan when he said: "Burke you've got crossed wires, why don't you get out".

I reply, I said:- "I would not get out that I was doing my duty as the law specified . If I did not do my duty that way I would be held criminally liable". That in August 1911, Rouss told me that

Benedict was down to see him and said:- "How does Burke take it".

Rouss:- "It was murder in the first. Hes hot under the collar."

Benedict:- "I'm sorry. Burke is a good fellow I have nothing against him, but Thompson told me to do him and I had to do him".

That on July 11" 1913, Commissioner Thompson walked over to me in the Hallway of the twenty-second floor of the Park Row Building and said:- "Did you get your money".

No, I replied.

"Now Burke, don't take it hard, there are things that have to be done that cannot be explained. You just keep quiet, say nothing, and everything will turn out all right ."

This from the man who sat as Judge, in my trial and dismissed me.

That since the decision was handed down by the Appellate Division, I wrote Rouss and requested that he forward to me at my expense the typewritten copy of the minutes of my hearing before Commissioner Thompson, the Copy of the typewritten copy of charges served on me, and the typewritten copy of the 43 page letter forwarded to Commissioner Thompson on February 24" 1911. (This letter was forwarded to Commissioner Thompson about one month before I was served with charges).

Rouss in reply questions my right to the above matter and refuses to forward same to me. The above matter is my personal property and was turned over to Rouss to aid him in preparation of the case.

I do not hesitate to state:- That the specifications upon which I was tried before Commissioner Thompson, were a frame up. In other

words a conspiracy was entered into to work my destruction. Take for instance the last specification upon which I was tried and found Not Guilty.

"That on or about November 12th 1910, while Employed as an Inspector of this Department he sought an appointment with A.E.Hansen owner of certain premises on Barrett Boulevard Brighton Heights, S.I. which premises it was the duty of said Burke to inspect, and stated to said Hansen, "Every man has his price", or words to that effect, thereby intimating a desire to extort money or other valuable consideration for future official actions; all this to the discredit of the Department and the encouragement of a criminal act."

I call your attention particularly to the part I underscored. Note the phrasing.

In my opinion if ever there was deliberation and criminal cunning and the "Encouragement of a Criminal Act" it is there in the interpretation of "Every man has his price". The man who signed the specifications was Charles F. Lacombe, Chief Engineer of Light and Power. In spite of the fact that I was found Not Guilty of the above specification, the City in its brief cites that Specification against me in Part 1- Page 3-Paragraph 2- I maintain therefore the above mentioned specification and the citing of same against me in the City's brief is criminal deformation of character.

Respectfully submitted,

Charles F. Lacombe
.....

Friday November 14th 1913.