

SENATE.

WEDNESDAY, December 4, 1912.

The Senate met at 12 o'clock m.

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

JOHN H. BANKHEAD, a Senator from the State of Alabama, and GEORGE T. OLIVER, a Senator from the State of Pennsylvania, appeared in their seats to-day.

The Secretary proceeded to read the Journal of yesterday's proceedings, when, on request of Mr. LODGE and by unanimous consent, the further reading was dispensed with, and the Journal was approved.

REPORTS OF SECRETARY OF THE SENATE.

The PRESIDENT pro tempore (Mr. BACON) laid before the Senate a communication from the Secretary of the Senate, transmitting, pursuant to law, a full and complete statement of the receipts and expenditures of the Senate and the condition of public moneys in his possession from July 1, 1911, to June 30, 1912 (S. Doc. No. 954), which, with the accompanying paper, was ordered to lie on the table and be printed.

He also laid before the Senate a communication from the Secretary of the Senate, transmitting, pursuant to law, a full and complete account of all property, including stationery, belonging to the United States in his possession on the 2d day of December, 1912 (S. Doc. No. 963), which, with the accompanying paper, was ordered to lie on the table and be printed.

REPORTS OF ASSISTANT SERGEANT AT ARMS.

The PRESIDENT pro tempore laid before the Senate a communication from the Assistant Sergeant at Arms, transmitting a statement of receipts from the sale of condemned property in his possession since December 4, 1911 (S. Doc. No. 961), which, with the accompanying paper, was ordered to lie on the table and be printed.

He also laid before the Senate a communication from the Assistant Sergeant at Arms, transmitting a full and complete account of all property belonging to the United States in his possession on December 2, 1912 (S. Doc. No. 962), which, with the accompanying paper, was ordered to lie on the table and be printed.

ANNUAL REPORT OF THE LIBRARIAN OF CONGRESS (H. DOC. NO. 962).

The PRESIDENT pro tempore laid before the Senate the annual report of the Librarian of Congress and of the Superintendent of the Library Building and Grounds for the fiscal year ended June 30, 1912, which was referred to the Committee on the Library.

BRIDGE AT SHIP ROCK, N. MEX. (H. DOC. NO. 1015).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the investigation, surveys, plans, estimated limit of cost, etc., for the construction of a bridge on the Navajo Indian Reservation at Ship Rock, N. Mex., which, with the accompanying papers, was referred to the Committee on Commerce and ordered to be printed.

ANNUAL REPORT OF THE SECRETARY OF THE TREASURY.

The PRESIDENT pro tempore laid before the Senate the annual report of the Secretary of the Treasury on the state of the finances for the fiscal year ended June 30, 1912, which was referred to the Committee on Finance and ordered to be printed.

SUPPORT OF AGRICULTURAL COLLEGES (H. DOC. NO. 1030).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the application of a portion of the proceeds of the public lands to colleges for the benefit of agriculture and the mechanic arts for the fiscal year ending June 30, 1913, which, with the accompanying paper, was referred to the Committee on Agriculture and Forestry and ordered to be printed.

REPORT OF FREEDMEN'S HOSPITAL (H. DOC. NO. 1029).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the expenditures for salaries, etc., at the Freedmen's Hospital, Washington, D. C., which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

EXPENDITURES ON IRRIGATION PROJECTS (H. DOC. NO. 1034).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the distribution of moneys expended for irrigation and drainage, Indian Service, for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Irrigation and Reclamation of Arid Lands and ordered to be printed.

GOVERNMENT HOSPITAL FOR THE INSANE (H. DOC. NO. 1011).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, the annual report of the Superintendent of the Government Hospital for the Insane for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

ANNUAL REPORT OF THE PUBLIC PRINTER.

The PRESIDENT pro tempore laid before the Senate the annual report of the Public Printer showing the operations of the Government Printing Office for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Printing and ordered to be printed.

SURVEYS OF PUBLIC LANDS (H. DOC. NO. 1019).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of surveys of public lands lying within the limits of land grants for the fiscal year ended June 30, 1912, which was referred to the Committee on Public Lands and ordered to be printed.

INDIAN TRIBES AT PEACE (H. DOC. NO. 1022).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to moneys paid or annuities delivered to any Indian tribe, which, since the last payment or delivery, has engaged in hostilities against the United States or its citizens, which was referred to the Committee on Indian Affairs and ordered to be printed.

BUREAU OF CHEMISTRY, DEPARTMENT OF AGRICULTURE.

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of Agriculture, transmitting, pursuant to law, a statement of the expenditures paid by the Bureau of Chemistry, Department of Agriculture, for compensation of or payments of expenses to officers or other persons employed by State, county, or municipal governments during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Agriculture and Forestry and ordered to be printed.

DISTRIBUTION OF PUBLIC DOCUMENTS (H. DOC. NO. 1014).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement showing the number of public documents received and distributed during the fiscal year ended June 30, 1912, which was ordered to lie on the table and be printed.

TRAVEL OF EMPLOYEES OF LIBRARY OF CONGRESS.

The PRESIDENT pro tempore laid before the Senate a communication from the Librarian of Congress, transmitting, pursuant to law, a statement showing in detail the number of officers or employees of the Library of Congress who have traveled on official business outside of the District of Columbia during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

MUNICIPAL HOSPITAL BUILDING.

The PRESIDENT pro tempore laid before the Senate a communication from the Commissioners of the District of Columbia, transmitting, pursuant to law, a report as to the cost and feasibility of adapting one or more of the vacant buildings upon the site of the Washington Asylum and Jail, reservation No. 13, for use for municipal hospital purposes, which, with the accompanying papers, was referred to the Committee on the District of Columbia and ordered to be printed.

TRAVEL OF EMPLOYEES OF WAR DEPARTMENT.

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of War, transmitting, pursuant to law, a statement of travel and expenditures by officials or employees of the War Department outside of the District of Columbia for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

TRAVEL OF EMPLOYEES OF INTERIOR DEPARTMENT (H. DOC. NO. 1017).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement showing the number of officers and employees of the Interior Department who have traveled on official business outside the District of Columbia during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

CONTINGENT EXPENSES, DEPARTMENT OF THE INTERIOR (H. DOC. NO. 1012).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, an itemized statement of expenditures made and charged to the appropriation, "Contingent expenses, Department of the Interior, 1912," for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

REPAIRS OF BUILDINGS, DEPARTMENT OF THE INTERIOR (H. DOC. NO. 1016).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, an itemized statement of the expenditures made and charged to the appropriation, "Repairs of buildings, Department of the Interior, 1912," for the fiscal year ended June 30, 1912, which, with the accompanying papers, was referred to the Committee on Appropriations and ordered to be printed.

TRAVEL OF EMPLOYEES OF INTERSTATE COMMERCE COMMISSION (H. DOC. NO. 1040).

The PRESIDENT pro tempore laid before the Senate a communication from the Interstate Commerce Commission, transmitting, pursuant to law, a statement showing the travel of all officials and employees of the commission on official business outside the District of Columbia during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

COLORADO RIVER BRIDGE (H. DOC. NO. 1020).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the survey, with plans and estimated limit of cost, for a bridge across the Colorado River between Fort Yuma, Cal., and the town of Yuma, Ariz., etc., which, with the accompanying paper, was referred to the Committee on Commerce and ordered to be printed.

ANNUAL REPORT OF THE SECRETARY OF AGRICULTURE.

The PRESIDENT pro tempore laid before the Senate the annual report of the Secretary of Agriculture for the fiscal year ended June 30, 1912, which was referred to the Committee on Agriculture and Forestry and ordered to be printed.

WHITE MOUNTAIN INDIAN RESERVATION, ARIZ. (H. DOC. NO. 1013).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the surveys, plans, and estimates of costs for certain bridges on the White Mountain or San Carlos Indian Reservation, Ariz., etc., which, with the accompanying paper, was referred to the Committee on Commerce and ordered to be printed.

TONGUE RIVER RESERVATION, MONT. (H. DOC. NO. 1033).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the expenditures for encouraging industrial work among the Indians of the Tongue River Reservation, Mont., during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

EMPLOYEES IN THE INDIAN SERVICE (H. DOC. NO. 1021).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report showing the diversion of appropriations for the pay of specified employees in the Indian Service for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

INDIAN MONEYS, PROCEEDS OF LABOR (H. DOC. NO. 1031).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a detailed report of the expenditures of money carried on the books of the Department of the Interior under the caption of "Indian moneys, proceeds of labor," during the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

RELIEF OF DESTITUTE INDIANS (H. DOC. NO. 1026).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report showing the expenditures for the relief of destitute Indians for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

SIOUX INDIAN FUND (H. DOC. NO. 1032).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report of the expenditures from the permanent fund of the Sioux Indians for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

SUBSISTENCE FOR INDIAN TRIBES (H. DOC. NO. 1023).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the use of surplus appropriations for subsistence of any Indian tribes during the fiscal year ended June 30, 1912, which was referred to the Committee on Indian Affairs and ordered to be printed.

INDUSTRIES AMONG INDIANS (H. DOC. NO. 1027).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report showing the expenditures under the appropriation for encouraging industry among Indians for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

SUPPLIES FOR INDIAN SERVICE (H. DOC. NO. 1028).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the purchase of supplies in the open market for the Indian service for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

TRAVEL OF EMPLOYEES OF DEPARTMENT OF AGRICULTURE.

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of Agriculture, transmitting, pursuant to law, a statement of travel and expenditures of officers and employees of the Department of Agriculture outside of the District of Columbia for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

SUPPORT OF INDIAN SCHOOLS (H. DOC. NO. 1018).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a report relative to the manner and for what purposes the general education fund for the preceding fiscal year has been expended for the maintenance of the Indian school and agency buildings, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

INDUSTRIAL WORK AND CARE OF TIMBER (H. DOC. NO. 1025).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement of the expenditures from the appropriation "Industrial work and care of timber" for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Agriculture and Forestry and ordered to be printed.

SURVEY AND ALLOTMENT WORK ON INDIAN RESERVATIONS (H. DOC. NO. 1024).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement of the cost of all survey and allotment work on Indian reservations for the fiscal year ended June 30, 1912, which, with the accompanying paper, was referred to the Committee on Indian Affairs and ordered to be printed.

DISPOSITION OF USELESS PAPERS (H. DOC. NO. 1041).

The PRESIDENT pro tempore. The Chair lays before the Senate a communication from the Attorney General, recommending the disposal of certain papers on file in the Department of Justice which have no permanent value or historical interest.

The communication will be referred to the Joint Select Committee on the Disposition of Useless Papers in the Executive Departments. The Chair appoints as the committee on the part of the Senate the Senator from Arkansas [Mr. CLARKE] and the Senator from New Hampshire [Mr. BURNHAM].

The Secretary will notify the House of Representatives of the appointment of the committee on the part of the Senate.

DEATH OF THE VICE PRESIDENT.

Mr. POINDEXTER. Mr. President, I present a series of resolutions adopted by the people of the city of Olympia, State of

Washington, in commemoration of the late Vice President. I ask that the resolutions may lie on the table and be printed in the RECORD.

By unanimous consent, the resolutions were ordered to lie on the table and to be printed in the RECORD, as follows:

Whereas death has removed from his earthly labors the Hon. JAMES SCHOOLCRAFT SHERMAN, late Vice President of the United States; and Whereas we realize that he represented the highest type of American manhood, and that by his unwavering devotion to duty as he saw it he deserved well of his country and the world: Now therefore be it

Resolved by the people of the city of Olympia, Wash., and vicinity, assembled without regard to political affiliations or beliefs, That we deplore the untimely death of Hon. JAMES SCHOOLCRAFT SHERMAN and deeply feel the loss that our Nation has sustained, and that we extend to his stricken family the heartfelt sympathy of this community; be it further

Resolved, That the chairman of this meeting, over his signature, transmit a copy of these resolutions to the widow of our lamented Vice President, a copy to the President of the United States, and a copy to the Senators from the State of Washington to be presented to the Senate of the United States.

The foregoing resolution was unanimously passed at an assemblage of the citizens of Olympia, Wash., held in the Capital Park on Saturday, November 2, 1912.

CHAS. D. KING, *Chairman.*

PETITIONS AND MEMORIALS.

The PRESIDENT pro tempore presented a resolution adopted by the International Longshoremen's Association, favoring the establishment of a national department of health, which was ordered to lie on the table.

Mr. HITCHCOCK presented a petition of 603 members of the Christian Endeavor Society of Shelby, Nebr., praying for the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which was ordered to lie on the table.

Mr. SMOOT presented a petition of members of the Utah Federation of Women's Clubs, praying for the enactment of legislation providing for the establishment of agricultural extension departments in connection with the agricultural colleges in the several States, which was referred to the Committee on Agriculture and Forestry.

Mr. O'GORMAN presented a resolution adopted by members of the Republican Club of the State of New York, favoring the recognition by the United States of the Republic of China, which was referred to the Committee on Foreign Relations.

He also presented a resolution adopted by Chenango Council, United Commercial Travelers, of Norwich, N. Y., favoring a change in the date for the holding of the national elections, which was referred to the Committee on the Judiciary.

He also presented a resolution adopted by the members of the Merchants and Manufacturers' Association of Los Angeles, Cal., remonstrating against certain provisions of the so-called Wilson bill, providing for the protection of American seamen, which was referred to the Committee on Commerce.

Mr. DU PONT presented a resolution adopted at the Christian Endeavor Convention at Laurel, Del., favoring the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which was ordered to lie on the table.

BILLS INTRODUCED.

Bills were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. SWANSON:

A bill (S. 7564) providing for the reorganization of the police force of the Congressional Library; to the Committee on the Library.

By Mr. CULLOM:

A bill (S. 7565) to authorize the construction of a railroad, wagon, and foot-passenger bridge across the Mississippi River near Keokuk, Iowa; to the Committee on Commerce.

By Mr. GALLINGER:

A bill (S. 7566) to authorize the widening and opening of Western Avenue, District of Columbia (with accompanying paper); to the Committee on the District of Columbia.

By Mr. SMOOT:

A bill (S. 7567) to provide a penalty for retention or misuse of confidential records by former Government employees; to the Committee on the Judiciary.

A bill (S. 7568) to validate certain homestead entries; to the Committee on Public Lands.

By Mr. STEPHENSON:

A bill (S. 7569) granting a pension to Ellen Taggart Gardner Tyson (with accompanying papers);

A bill (S. 7570) granting an increase of pension to Frank D. Murdock (with accompanying papers);

A bill (S. 7571) granting a pension to Eveline Titus (with accompanying paper);

A bill (S. 7572) granting an increase of pension to Helen R. Blackburn; and

A bill (S. 7573) granting an increase of pension to Joshua Oyster (with accompanying papers); to the Committee on Pensions.

By Mr. BURNHAM:

A bill (S. 7574) providing for the deposit of a model of any vessel of war of the United States Navy bearing the name of a State of the United States in the capitol building of said State; to the Committee on Naval Affairs.

A bill (S. 7575) granting an increase of pension to Moses Rowell; and

A bill (S. 7576) granting a pension to Susan J. Littlefield; to the Committee on Pensions.

By Mr. NELSON:

A bill (S. 7577) for the relief of John Miller; to the Committee on Military Affairs.

A bill (S. 7578) granting a pension to Jane Gascoigne;

A bill (S. 7579) granting an increase of pension to Mary F. Read;

A bill (S. 7580) granting an increase of pension to Clinton E. Olmstead; and

A bill (S. 7581) granting an increase of pension to William Hoover (with accompanying papers); to the Committee on Pensions.

By Mr. POINDEXTER:

A bill (S. 7582) allowing certain homestead entrymen choice of making proof under law of June 6, 1912, or previous law; to the Committee on Public Lands.

By Mr. DU PONT:

A bill (S. 7583) granting a pension to Charles S. Scanlon; to the Committee on Pensions.

By Mr. McLEAN:

A bill (S. 7584) granting an increase of pension to Philander B. Sargent (with accompanying papers);

A bill (S. 7585) granting an increase of pension to William L. McCormick (with accompanying papers); and

A bill (S. 7586) granting an increase of pension to Ivory Phillips (with accompanying papers); to the Committee on Pensions.

By Mr. LODGE:

A bill (S. 7587) granting an increase of pension to Abby E. Carpenter (with accompanying paper); to the Committee on Pensions.

By Mr. PENROSE:

A bill (S. 7588) granting an increase of pension to Sarah Gross; to the Committee on Pensions.

By Mr. CLAPP:

A bill (S. 7589) granting an increase of pension to Jeanette Dring (with accompanying papers);

A bill (S. 7590) granting an increase of pension to Susan C. Brown (now Perrin) (with accompanying papers);

A bill (S. 7591) granting an increase of pension to Agnes Hallworth (with accompanying papers);

A bill (S. 7592) granting an increase of pension to Frank B. Doran (with accompanying paper); and

A bill (S. 7593) granting an increase of pension to Kathryn Riley (with accompanying papers); to the Committee on Pensions.

A bill (S. 7594) to remove the charge of desertion against Peter Gannon; to the Committee on Military Affairs.

By Mr. BROWN:

A bill (S. 7595) granting an increase of pension to Nelson Taylor;

A bill (S. 7596) granting an increase of pension to Carrie Crockett (with accompanying paper);

A bill (S. 7597) granting a pension to Charles F. Lane (with accompanying paper); and

A bill (S. 7598) granting an increase of pension to James W. Coburn (with accompanying paper); to the Committee on Pensions.

SUBMISSION OF MEASURES TO THE PEOPLE.

Mr. BRISTOW. Mr. President, I desire to introduce two joint resolutions. I send the first to the desk and ask that it be read.

The joint resolution (S. J. Res. 141) proposing an amendment to the Constitution providing for the submission by the President to the electors of measures recommended by him which Congress has failed to enact was read the first time by its title and the second time at length, as follows:

Resolved, etc., That the following be proposed as an amendment to section 3, Article II of the Constitution of the United States, which shall be valid to all intents and purposes as part of the Constitution when ratified by the legislatures of three-fourths of the States.

If Congress fails to enact any measure which the President has recommended in proper form within six months from the date of such recommendation, the President, at the regular congressional election following the expiration of such period, may submit the measure to the

electors at such election, and if a majority of the electors voting on such measure in a majority of the congressional districts and also in a majority of the States approve the measure, it shall become a law.

Mr. BRISTOW. Mr. President, this amendment makes provision for the President to submit to the country a measure which he has recommended to Congress, and which Congress has failed to enact. It enables him to appeal from a dilatory or adverse Congress to the people upon questions of vital public concern, and I believe it will be most beneficial.

Furthermore, a President could not, as an excuse for signing an undesirable measure, say that it was the best that he could get from an unfriendly Congress. The Constitution now authorizes the President to recommend to Congress measures, but there the matter ends if Congress does not act. If the proposed amendment is adopted, and Congress either fails to act or passes a bill in lieu of the measure submitted that does not meet the approval of the President then it becomes his duty to sign the bill passed by Congress or to submit the measure which he thinks should be enacted to the people for their approval or rejection.

One of the weaknesses of our form of government is that the Congress may be of one political party and the executive administration of another, and legislation is then tied up for two years or longer, to the detriment of the country, and when this condition exists a system of political jockeying is inaugurated, usually by both sides, for partisan purposes. This amendment to the Constitution provides a means by which the people may, with reasonable promptness, decide such controversies, and it will not require the overturning of our entire civil administration to secure the enactment of a desirable law, which either the President has refused to accept or the Congress declined to enact.

The PRESIDENT pro tempore. The joint resolution will be referred to the Committee on the Judiciary.

Mr. BRISTOW. I introduce a joint resolution proposing an amendment to the Constitution providing for submitting to the people of the United States acts of Congress for their approval. I should like to have it read.

The joint resolution (S. J. Res. 142) proposing an amendment to the Constitution providing for submitting to the people of the United States acts of Congress for their approval, was read the first time by its title and the second time at length, as follows:

Resolved, etc., That the following be proposed as an amendment to the Constitution of the United States, the same to be section 4 of Article III, which shall be valid to all intents and purposes as part of the Constitution when ratified by the legislatures of three-fourths of the States:

If the Supreme Court shall decide that a law enacted by Congress is in violation of the provisions of the Constitution of the United States, the Congress, at a regular session held after such decision, may submit the act to the electors at a regular congressional election, and if a majority of the electors voting on such measure in a majority of the congressional districts and also in a majority of the States approve the measure, it shall become a law.

Mr. BRISTOW. Mr. President, the Constitution is the supreme law of the land. It was enacted by the people themselves. It is the business of the courts to interpret the will of the people as expressed in this instrument. When Congress, the representative of the people in legislative matters, passes a measure and the President, whose signature is necessary before it becomes a law, has approved it the Supreme Court of the United States may declare that, in its opinion, such a measure is not in harmony with certain provisions of the Constitution which the people have adopted. This proposed amendment gives to the people an opportunity to state whether or not they desire the law, as enacted by Congress and approved by the President, to stand as the last expression of their will and judgment.

The courts did not make the Constitution. They simply interpret what they think it means. It is the people's law, enacted by them, and if they do not desire the interpretation placed upon it by the courts to stand as their will, this provision gives them the opportunity to so declare. The will of the people is the supreme law of the land. This is the very basic principle upon which our form of government rests.

The chief objection that may be offered to this proposition is that it gives the people an easy facility for interpreting the Constitution, which province has been assigned to the courts, and that hasty or immature action might result. But a careful examination of the amendment will demonstrate that ample time has been given for full and free discussion and mature deliberation, so that action with undue haste is impossible.

First, Congress enacts the law after the full discussion that occurs in passing the measure through the two Houses. Then is has to be fought through the courts, which requires the most thorough consideration, before the final decision is ultimately rendered. After such decision, with the opinions of the court

before it, the Congress must decide whether it considers the question involved of sufficient national importance to justify its submission to the electors for their final decision and judgment. This, of course, would only be done when questions of political magnitude were involved. Furthermore, Congress can not consider the submission of the proposition until the first regular session after the decision has been rendered, and then it can not be acted upon by the people until the regular congressional election following the session of Congress at which the matter was submitted, so that most ample time must intervene before final determination by the electors. The fullest discussion and most mature consideration possible is required, yet the amendment does provide a way by which a decision can be had with a reasonable degree of promptness upon a specific and definite question.

Seventeen years have elapsed since the Supreme Court declared the income-tax law unconstitutional, and we have not yet amended the Constitution so as to make an income tax possible, though few will claim that the people do not favor and desire such a law. This unnecessary and exasperating delay in vital matters makes an amendment of this kind to our Constitution desirable and, in my opinion, necessary to the country's welfare.

Mr. President, I ask that the joint resolution be referred to the Committee on the Judiciary; and I will add that I hope that committee will act favorably upon these joint resolutions with the same promptness with which it acted upon the joint resolution now pending, which takes from the people powers which they now have. These joint resolutions extend to them additional power and give them more direct authority over their government, while the amendment that has been reported takes from them powers which they already possess.

The PRESIDENT pro tempore. The joint resolution will be referred, as requested, to the Committee on the Judiciary.

OMNIBUS CLAIMS BILL.

Mr. LODGE. I submitted at the last session an amendment to the bill known as the omnibus claims bill. I ask to have a reprint of the amendment, as I have made some changes in it. The PRESIDENT pro tempore. Without objection, it will be so ordered.

Mr. LODGE. In this connection, I ask to have printed as a Senate document (No. 964) an article giving the history of the French spoliation claims, which appeared in the American Journal of International Law.

The PRESIDENT pro tempore. Without objection, the paper will be printed as a Senate document.

Mr. O'GORMAN submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

Mr. SMITH of Maryland submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

Mr. BRANDEGEE submitted an amendment intended to be proposed by him to the omnibus claims bill, which was ordered to lie on the table and be printed.

AMELIA WISSMAN.

Mr. CULLOM submitted the following resolution (S. Res. 399), which was read and referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate be, and he hereby is, authorized and directed to pay out of the contingent fund of the Senate to Amelia Wissman, mother of Franklin W. Wissman, late a skilled laborer in the Senate library, a sum equal to six months' salary at the rate he was receiving by law at the time of his death, said sum to be considered as including funeral expenses and all other allowances.

MAMIE ELSIE.

Mr. BRISTOW submitted the following resolution (S. Res. 398), which was read and referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate be, and he hereby is, authorized and directed to pay out of the contingent fund of the Senate to Mamie Elsie, widow of Alfred Elsie, late a laborer of the United States Senate, a sum equal to six months' salary at the rate he was receiving by law at the time of his death, said sum to be considered as including funeral expenses and all other allowances.

MARY P. PIERCE.

Mr. SMITH of Michigan submitted the following resolution (S. Res. 397), which was read and referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate be, and he hereby is, authorized and directed to pay out of the contingent fund of the Senate to Mary P. Pierce, widow of Edwin S. Pierce, late a skilled laborer in the Senate document room, a sum equal to six months' salary at the rate he was receiving by law at the time of his death, said sum to be considered as including funeral expenses and all other allowances.

DEMOTION OF WILLIAM HALL AND OTHERS.

Mr. HITCHCOCK submitted the following resolution (S. Res. 400), which was read, considered by unanimous consent, and agreed to:

Resolved, That the Postmaster General be, and he is hereby, directed to lay before the Senate all correspondence in the possession of the Post Office Department between himself, all other officials, and employees of the Post Office Department, and all other persons relating to the demotion during the years 1911 and 1912 of William Hall, C. H. Erwin, R. E. Erwin, J. J. Negley, and C. P. Rodman, clerks in the Railway Mail Service.

REPORT OF COMMISSION OF FINE ARTS.

Mr. SMOOT. I find that the message from the President of the United States transmitting the report of the Commission of Fine Arts for the fiscal year ended June 30, 1912, contains a number of illustrations. I ask that an order be entered for the printing of the illustrations.

The PRESIDENT pro tempore. Without objection, it is so ordered.

AMERICAN HOSPITAL OF PARIS.

The PRESIDENT pro tempore laid before the Senate the amendments of the House of Representatives to the bill (S. 6380) to incorporate the American Hospital of Paris.

Mr. GALLINGER. I move that the Senate disagree to the amendments made by the House of Representatives, and ask for a conference on the disagreeing votes of the two Houses thereon, and that the Chair appoint the conferees on the part of the Senate.

The motion was agreed to; and the President pro tempore appointed as the conferees on the part of the Senate Mr. GALLINGER, Mr. CURTIS, and Mr. MARTIN of Virginia.

THE PRESIDENTIAL TERM.

Mr. WORKS. I desire to give notice that on next Monday, immediately after the close of the routine morning business, I will, with the permission of the Senate, submit some remarks upon Senate joint resolution No. 78, the unfinished business.

OMNIBUS CLAIMS BILL.

Mr. CRAWFORD. Pursuant to the notice which I gave yesterday, I ask that the Senate take up for consideration House bill No. 19115, known as the omnibus claims bill.

The PRESIDENT pro tempore. The Senator from South Dakota asks that the Senate proceed to the consideration of House bill 19115. Is there objection? The Chair hears none.

The Senate, as in Committee of the Whole, proceeded to consider the bill (H. R. 19115) making appropriation for payment of certain claims in accordance with findings of the Court of Claims, reported under the provisions of the acts approved March 3, 1883, and March 3, 1887, and commonly known as the Bowman and the Tucker Acts, which had been reported from the Committee on Claims with amendments.

Mr. LODGE. Has the bill been read, Mr. President?

The PRESIDENT pro tempore. It has not been read.

Mr. LODGE. Let it be read.

Mr. CRAWFORD. Just a word, please, before the Secretary begins the reading of the bill. There have been so many requests made for the report submitted by the Committee on Claims in connection with this bill that there are now only about 40 copies of the report left, not enough to furnish each Member of the Senate with a copy. I therefore ask for an order that 250 additional copies of the report be printed.

The PRESIDENT pro tempore. The Senator from South Dakota asks that the Senate order the printing of 250 additional copies of the report referred to by him. Is there objection? The Chair hears none, and it is so ordered.

The Senator from Massachusetts [Mr. LODGE] asks for the reading of the bill. The Chair will inquire of the Senator from Massachusetts whether his demand is for the reading of the bill including the parts stricken out?

Mr. LODGE. Mr. President—

Mr. CRAWFORD. I ask that the formal reading of the bill be dispensed with and that the bill be read for the purpose of amendment.

Mr. LODGE. I think the bill had better be read, Mr. President.

The PRESIDENT pro tempore. The Senator from Massachusetts desires the entire bill read?

Mr. LODGE. Yes.

The PRESIDENT pro tempore. The Secretary will read the bill.

The Secretary proceeded to read the bill, and read to line 12, on page 26.

Mr. LODGE. I ask that the further formal reading of the bill be dispensed with and that the bill be read for action on the amendments.

The PRESIDING OFFICER (Mr. O'GORMAN in the chair). Is there objection? The Chair hears none, and the bill will be read for amendment.

The Secretary proceeded to read the bill.

The first amendment of the Committee on Claims was, under the subhead "Alabama," on page 2, after line 1, to strike out:

To Houston L. Bell, of Madison County, \$810.
To Mary F. Casey Tucker, sole heir of Solomon L. Casey, deceased, of Lee County, \$753.34.

To J. H. Carter, of Colbert County, \$1,230.
To Daniel Carroll, of Tuscaloosa County, \$150.
To T. F. Vann, administrator of the estate of Leroy Campbell, deceased, of Madison County, \$475.

To John A. Chandler, administrator of Bethel G. Chandler, deceased, of Lauderdale County, \$743.
To Douglas Taylor, administrator of estate of David Crow, deceased, late of Madison County, \$120.

To Henry Davis, of Madison County, \$135.
To David C. Acuff, administrator of Caswell B. Derrick, deceased, of Jackson County, \$1,675.

To Belle F. Neil, administratrix of the estate of James Watkins Fennell, deceased, late of Marshall County, \$1,330.
To Richard Garner, of Colbert County, \$425.

To David Z. Gold, administrator of Peter H. Gold, deceased, of Jackson County, \$735.

To Louisa Cochrane Gordon, daughter and heir of William Cochrane, deceased, late of Tuscaloosa County, \$1,788.

To W. H. Gilbert, administrator of estate of Samuel L. Gilbert, deceased, late of Dekalb County, \$237.

To J. H. E. Guest, administrator of Green Guest, deceased, of Dekalb County, \$610.

To William T. Hamner, of Tuscaloosa County, \$805.
To C. J. McKee, administrator of the estate of David B. Johnson, deceased, of Morgan County, \$3,900.

To Nannie H. Jones and Mary E. Hereford (née Jones), of Madison County, heirs of John T. Jones, deceased, \$800.

To John D. Hereford, Fannie H. Jones, and Martha J. Orman, of Madison County, and William F. Hereford, of Japan, heirs of Fannie J. Hereford, deceased, daughter and heir of John T. Jones, deceased, \$400.

To J. P. McClendon, administrator de bonis non of Meredith King, deceased, late of Jackson County, \$700.

To Mary E. Haygood, heir of John M. Lawson, deceased, late of Lauderdale County, \$920.

To Mollie D. Wilson, Honora Myers, Julia Davis, and John C. Lyons, heirs of Daniel Lyons, deceased, late of Huntsville, Ala., \$910.

To John C. McDaniel, administrator of John W. McDaniel, deceased, late of Cleburne County, \$790.

To John Mantel, of Escambia County, \$567.

To Lewie F. Martin, administrator of Francis C. Martin, deceased, of Limestone County, \$925.

To J. G. Mason, administrator of the estate of Glorvina Mason and John O. Mason, deceased, late of Limestone County, \$3,990.

To James M. Massengale, administrator of Marcus M. Massengale, deceased, late of Madison County, \$615.

To J. W. Mitchell, administrator of the estate of Thomas J. Mitchell, deceased, late of Jackson County, \$299.

To Margaret J. Parks, of Jackson County, \$1,068.

To Jacob A. Paulk, of Lauderdale County, \$310.

To Jacob A. Paulk, administrator of Jonathan Paulk, deceased, of Lauderdale County, \$1,080.

To Louisa Perkins, administratrix of estate of Augustus N. Perkins, deceased, late of Tuscaloosa County, \$1,605.

To J. W. Phillips, administrator of the estate of Absalom T. Phillips, deceased, of Lauderdale County, \$202.

To Edward M. Ragland, Ursula Ragland Erskine, and Edward M. Ragland as administrator of John D. Ragland, deceased, heirs of George Orville Ragland, deceased, of Madison County, \$5,510.

To J. B. Roberson, administrator, with will annexed, of John P. Roberson, deceased, late of St. Clair County, \$1,230.

To Charles O. Rolfe, administrator of the estate of Oscar A. Rolfe, deceased, late of Morgan County, \$2,980.

To Samuel F. Ryan, formerly of Marshall County, \$2,712.

To James M. Thomason, of Colbert County, \$685.

To Shelby Grisham, administrator of the estate of Daniel Thompson, deceased, of Colbert County, \$240.

To Ceclia R. A. Wheat, executrix of Moses K. Wheat, deceased, of Macon County, \$4,890.

To Richard Garner, administrator of Thomas Williams, deceased, of Colbert County, \$295.

To the trustees of the Cumberland Presbyterian Church, of Athens, \$1,440.

The amendment was agreed to.

The next amendment was, on page 6, after line 22, to strike out:

To the trustees of Decatur Lodge, No. 52, Independent Order of Odd Fellows, of Decatur, \$6,000.

The amendment was agreed to.

The next amendment was, at the top of page 7, to strike out:

To the trustees of the First Baptist Church, of Decatur, \$2,200.

The amendment was agreed to.

The next amendment was, on page 7, after line 11, to strike out:

To the trustees of the Missionary Baptist Church, of Huntsville, successor to the Primitive Baptist Church, of Huntsville, \$1,760.

The amendment was agreed to.

The next amendment was, on page 7, line 22, before the word "hundred," to strike out "four thousand two" and insert "three thousand three," so as to make the clause read:

To the Medical College of Alabama, of Mobile, \$3,300.

The amendment was agreed to.

The next amendment was, on page 7, after line 24, to strike out:

To the Bolivar Lodge, No. 127, Free and Accepted Masons, of Stevenson, Jackson County, \$1,150.

The amendment was agreed to.

The next amendment was, on page 8, after line 2, to insert:

To the Masonic Lodge of Bexar, Marion County, \$600.

The amendment was agreed to.

The next amendment was, on page 8, after line 4, to insert:

To the trustees of the Methodist Episcopal Church South, of Huntsville, \$7,500.

The amendment was agreed to.

The next amendment was, under the subhead "Arkansas," on page 8, after line 7, to strike out:

To John W. Bean, of Washington County, \$200.

To Joseph N. Bean, administrator of the estate of Joseph Bean, deceased, of Nevada County, \$648.

To Chester Bethell, of Scott County, \$300.

To Sarah Brewer, widow and sole heir of John Brewer, deceased, late of Madison County, \$232.

To T. J. Conner, administrator of estate of Isaac S. Conner, deceased, late of Washington County, \$575.

To William E. Floyd, administrator of Asa Crow, deceased, late of Pulaski County, \$715.

To Isalah L. Bair, administrator de bonis non of John N. Curtis, deceased, of Benton County, \$1,720.

To Isalah L. Bair, administrator de bonis non of John N. Curtis, deceased, and Mary M. Loudon, daughter of Thomas Austin, deceased, composing the firm of Curtis & Austin, of Benton County, \$775.

To J. M. Derreberry, administrator of the estate of Samuel B. Derreberry, deceased, late of Benton County, \$715.

To J. W. Wallace, executor of the estate of Laura J. Dills, deceased, late of Jackson County, \$2,945.

To J. H. Duke, administrator of the estate of Edmund F. Duke, deceased, of Prairie County, \$3,705.

To William H. Engles, of Washington County, \$1,510.

To Sam Edmondson, administrator of the estate of Isaac T. Eppler, deceased, late of Sebastian County, \$2,205.

To Mattie U. Boykin, Thaddeus C. Ferrell, and Lulu D. Meriwether, heirs of Thaddeus N. Ferrell, deceased, of Arkansas County, \$5,119.

To Samuel E. Fitzhugh, administrator of the estate of Samuel H. Fitzhugh, deceased, of Monroe County, \$772.

To Mrs. A. M. McFarlane, administratrix of the estate of John G. Freeman, deceased, of Pulaski County, \$2,901.

To John H. Bryson, administrator of the estate of John Gibson, deceased, of Nevada County, \$1,060.

To Dan Thomason, administrator of the estate of Joel Harrell, deceased, of Washington County, \$1,190.

To William A. Bethel, administrator of the estate of Martha Harrison, deceased, and Oliver P. Lister, of Jefferson County, \$399.

To Joel G. Higgins, administrator of estate of Richard Higgins, deceased, late of Phillips County, \$11,954.

To Richard D. Lamb, for himself and as administrator of Ira M. Lamb, jr., heirs of Ira M. Lamb and Caroline, his wife, both deceased, of Phillips County, \$2,166.67.

To the Union Trust Co., administrator of the estate of Mary Lefevre, deceased, late of Pulaski County, \$5,842.

To John B. Luttrell, of Howard County, \$480.

To Ben Mahuren, of Benton County, \$550.

To Eleanor Maxwell, of Arkansas County, \$3,064.

To Sue F. Carl Lee, Nancy L. Frazier, and E. M. Carl Lee, as administrator of Henry B. Mullins, deceased, of Monroe County, in equal shares, \$1,995.

To Jonathan Pigman, executor of Benjamin Pigman, deceased, late of Madison County, \$1,570.

To Marie Polk Johnston, James Polk, and Burns Polk, jr., heirs of Burns Polk, sr., deceased, late of Phillips County, \$300.

To Manurvia J. Spake, formerly Manurvia J. Ross, of Johnson County, \$780.

To William B. Rutherford, of Washington County, \$890.

To John T. Sifford, executor of the estate of William T. Stone, deceased, late of Ouachita County, \$2,640.

To Sarah Winter, of Ouachita County, \$1,380.

To Lillie L. Penrod, sole heir of Mary E. Wycough, deceased, late of Independence County, \$700.

To John Zillah and Mary T. Goss, sole heirs of Joseph C. Zillah, deceased, of Washington County, \$240.

The amendment was agreed to.

The next amendment was, on page 12, line 7, before the word "dollars," to strike out "hundred" and insert "thousand," so as to make the clause read:

To the trustees of the Methodist Episcopal Church South, of Clarksville, \$4,000.

The amendment was agreed to.

The next amendment was, on page 12, after line 9, to strike out:

To the trustees of the First Baptist Church of Helena, \$1,700.

The amendment was agreed to.

The next amendment was, on page 12, after line 13, to strike out:

To the trustees of the Old School Presbyterian Church, of Helena, \$1,900.

The amendment was agreed to.

The next amendment was, on page 12, after line 17, to strike out:

To the trustees of the First Baptist Church of Pine Bluff, \$1,960.

To the trustees of the Methodist Episcopal Church South, of Pine Bluff, \$1,300.

The amendment was agreed to.

The next amendment was, on page 12, after line 21, to strike out:

CALIFORNIA.

To Joseph M. Clark, of Santa Clara County, \$184.12.
To Wilford Cabbage, of San Bernardino County, \$137.42.
To Richard N. Doyle, of Los Angeles County, \$397.97.
To Andrew J. Guilford, of Alameda County, \$547.25.
To David H. Hilderbrand, of Sacramento County, \$480.
To Julia H. Castle, daughter of John H. Howe, deceased, of Los Angeles County, \$575.93.

The amendment was agreed to.

The next amendment was, on page 13, after line 11, to strike out:

COLORADO.

To Lewis B. Brasher, of Denver, \$372.83.
To Jesse W. Coleman, of Custer County, \$675.
To James W. Hanna, of Denver County, \$148.34.
To William B. Palmer, of Denver, \$360.65.
To George T. Shackelford, of Denver, \$43.80.

The amendment was agreed to.

The next amendment was, on page 13, after line 22, to strike out:

CONNECTICUT.

To James F. Brown, of New London County, \$262.98.
To E. W. Hubbell and R. H. Hubbell, executors of the estate of James E. Hubbell, deceased, of Fairfield County, \$109.27.
To Charles H. Simmons, of Windham County, \$39.94.

The amendment was agreed to.

The next amendment was, under the subhead "District of Columbia," on page 14, after line 6, to strike out:

To Harrison L. Deam, of Washington City, \$115.74.

To Ella L. Dewese, widow of John T. Dewese, deceased, of Washington City, \$155.09.

To Thomas Fahey, of Washington City, \$1,840.

The amendment was agreed to.

The next amendment was, on page 14, line 16, before the word "cents," to strike out "sixty dollars and eighty-nine" and insert "twenty-four dollars and seventy-one," so as to make the clause read:

To Horatio G. Gibson, of Washington, \$1,724.71.

The amendment was agreed to.

The next amendment was, on page 14, after line 16, to strike out:

To Heber L. Thornton and Grayson L. Thornton, trustees of the estate of Gottlieb C. Grammer, deceased, \$2,340.

To Benjamin F. Hasson, of Washington City, \$365.39.

The amendment was agreed to.

The next amendment was, at the top of page 15, to strike out:

To Elizabeth Thomas, of Brightwood, \$1,835.

The amendment was agreed to.

The next amendment was, under the subhead "Florida," on page 15, after line 8, to strike out:

To Robert von Balsan; Eliza C. von Balsan, administratrix of Rinaldo von Balsan, deceased; and Sarah von Balsan, administratrix of Isadore von Balsan, deceased, of St. John County, \$1,280.

To Joseph D. Hazzard, of Lake County, \$106.21.

To Telesfor D. Quigles, administrator of the estate of Manette Marsons, deceased, late of Escambia County, \$4,300.

To Richard H. Turner, in his own right and as administrator of the estate of Eliza Turner, deceased, and Eliza Ann Turner, of Duval County, \$2,130.

To the First Baptist Church of Jacksonville, \$1,170.

The amendment was agreed to.

The next amendment was, on page 15, after line 24, to insert:

To the rector, wardens, and vestry of St. John's Church, at Jacksonville, \$12,000.

The amendment was agreed to.

The next amendment was, under the subhead "Georgia," on page 16, after line 1, to strike out:

To July Anderson, jr., administrator of the estate of July Anderson, deceased, of Liberty County, \$290.

To G. W. Aycock, administrator of the estate of Reddick Aycock, deceased, late of Walton County, \$515.

To Caldwell C. Baggs and William A. Baggs, of Liberty County, and to Mary A. Baggs Latham, of Duval County, Fla., in equal shares, \$600.

To James F. Hicks, administrator of the estate of Larkin Clark, deceased, of Hart County, \$165.

To Mrs. M. E. Arrowood, administratrix of the estate of William Coursey, deceased, of Fulton County, \$617.

To George Creel, of Clayton County, \$865.

To Fannie Crow, administratrix of the estate of Levi Crow, deceased, late of Paulding County, \$710.

To Daniel M. Dempsey, administrator of the estate of Berryman S. Dempsey, deceased, of Floyd County, \$857.

To N. C. Fears, administrator of the estate of W. S. Fears, deceased, of Henry County, \$1,765.

To Miles L. Floyd, administrator of the estate of David Floyd, deceased, of Gordon County, \$310.

To Plymouth Frazier, jr., of Liberty County, \$122.

To H. B. Godbee, son and heir of Albert Godbee, deceased, of Clayton County, \$430.

To A. G. McDonald, administrator of the estate of Robert H. Green, deceased, of Clayton County, \$595.

To Abraham Gresson, of Gordon County, \$405.

To Archibald A. Griggs, administrator of estate of Archibald P. Griggs, deceased, late of Cobb County, \$760.

To J. M. Ballew, administrator of the estate of Sarah Hays, deceased, late of Gordon County, \$330.
 To Mary E. Humphreys, independent executrix of the estate of Enoch Humphreys, deceased, of Gordon County, \$370.
 To Dennis H. Hunt, administrator of estate of Samuel Hunt, deceased, late of Floyd County, \$508.
 To J. W. Jennings, administrator of the estate of Patrick Jennings, deceased, of Bartow County, \$190.
 To Sabini Jones, of Pike County, \$215.
 To Catherine Kelton, of Fulton County, \$500.
 To Mary A. Landis, administratrix of estate of Solomon Landis, deceased, late of Atlanta, Ga., \$1,100.
 To Joe M. Moon, administrator of the estate of Elijah Pinson, deceased, late of Bartow County, \$705.
 To Julia A. Crusells, administratrix of William H. Rice, deceased, of Fulton County, \$8,190.
 To S. Inman, administrator of the estate of Jacob B. Russell, deceased, late of Catoosa County, \$3,210.
 To Matilda J. Smith, widow of Melvin J. Smith, deceased, late of Whitfield County, \$295.
 To B. J. Cowart, administrator of Aaron Turner, deceased, of Campbell County, \$415.
 To W. C. Waldrop, administrator of the estate of Millinton Waldrop, deceased, late of Paulding County, \$641.
 To Otto Seiler, administrator of the estate of Carl Weiland, deceased, late of Chatham County, \$3,022.

The amendment was agreed to.

The next amendment was, on page 19, after line 13, to strike out:

To the rector, wardens, and vestrymen of St. Philip's Episcopal Church, of Atlanta, \$800.

The amendment was agreed to.

The next amendment was, on page 19, after line 17, to strike out:

To the trustees of the Jerusalem Evangelical Lutheran Church, of Ebenezer, \$225.
 To the trustees of the African Methodist Episcopal Church, of Marietta, \$425.

The amendment was agreed to.

The next amendment was, on page 20, after line 4, to insert:

To the trustees of the Catholic Church, at Dalton, \$3,680.

The amendment was agreed to.

The next amendment was, on page 20, after line 6, to strike out:

ILLINOIS.

To Martha J. Bowen, widow of Edwin A. Bowen, deceased, late of LaSalle County, \$221.80.
 To Andrew L. Carter, of Sangamon County, \$48.16.
 To Bennett Depenbrock, of Marion County, \$952.19.
 To Thomas O. Eddins, of Pike County, \$227.90.
 To Mary J. Ely, widow of Benjamin F. Ely, deceased, of Coles County, \$259.68.
 To James P. Files, son, and Alice White, granddaughter, sole heirs of James P. Files, deceased, late of Wayne County, \$80.01.
 To Benjamin S. Ford, of Tazewell County, \$330.43.
 To Thomas Foster, of Cook County, \$1,400.
 To William T. Glenn, of Cook County, \$334.75.
 To William Hanna, of Adams County, \$395.57.
 To Annie Mahar, widow (remarried) of Theodore S. Loveland, of Cook County, \$590.39.
 To Orrin L. Mann, of Vermillion County, \$283.35.
 To John E. Mullaly, of Cook County, \$99.30.
 To Fannie Pemberton, of Golconda, \$4,000.
 To Nannie L. Schmitt, widow of William A. Schmitt, deceased, of Cook County, \$129.25.
 To Mary L. Scott, widow of Pleasant S. Scott, deceased, of Menard County, \$67.77.
 To Augusta A. Smith, executrix of the estate of E. Leonidas Smith, deceased, of Cook County, \$1,400.
 To John H. Stubbs, of Cook County, \$216.18.
 To Carrie M. Persons, executrix of William Stubbs, deceased, of Cook County, \$411.17.
 To John J. Vincent, of Williamson County, \$282.

The amendment was agreed to.

The next amendment was, on page 22, after line 5, to strike out:

INDIANA.

To Lewis J. Blair, of Dekalb County, \$434.14.
 To Sarah E. Smith and George W. Browne, brother and sister and sole heirs of Thomas M. Browne, deceased, of Randolph County, \$202.84.
 To Samuel E. Calvert, late a resident of Kentucky, now residing in Grant County, Ind., \$274.92.
 To William G. Dudley, of Sullivan County, \$381.87.
 To Russell P. Finney, of Clark County, \$153.95.
 To John W. Foland, of Madison County, \$477.04.
 To Andrew G. Gorrell, of Wells County, \$264.71.
 To Silas Grimes, of Monroe County, \$288.37.
 To John W. Headington, of Jay County, \$194.19.
 To Nimrod Headington, of Jay County, \$276.45.
 To Hiram Hines, of Hamilton County, \$309.45.
 To Jeannette J. Guard, administratrix of the estate of Josiah Jennison, deceased, late of Dearborn County, \$1,200.
 To Kate Morehead, Clara M. Girard, and Florence E. Cochran, heirs of Joseph F. Leslie, deceased, \$55.43.
 To John D. Longfellow, of Grant County, \$98.51.
 To Cyrus J. McCole, of Hamilton County, \$330.44.
 To Leonard H. Mahan, of Vigo County, \$119.14.
 To Ernest C. North, of Ohio County, \$90.90.
 To Robert W. Pemberton, of Tippecanoe County, \$473.02.
 To John W. Sale, of Allen County, \$299.62.
 To Joseph D. Wyatt, a resident of the National Military Home in the State of Indiana, \$102.81.

The amendment was agreed to.

The next amendment was, on page 24, after line 3, to strike out:

IOWA.

To Hiram Atkinson, of Fremont County, \$64.59.
 To Charles C. Bauman, late of Illinois, now resident of Davenport, Iowa, \$238.16.
 To Annis M. Dana, widow of Newell B. Dana, deceased, of Washington County, \$242.
 To Henry Green, of Clay County, \$83.81.
 To Paris P. Henderson, of Warren County, \$392.09.
 To Johannah H. Houps, widow of Michael Houps, deceased, of Dubuque County, \$442.74.
 To Nancy J. Gilleland, widow (remarried) of John Paul Jones, deceased, of Madison County, \$173.13.
 To Hamilton L. Karr, of Clark County, \$66.54.
 To Basil D. Mowery, of Keokuk County, \$461.22.
 To D. W. Poor, son and heir at law of James A. Poor, deceased, of Buchanan County, \$138.83.
 To August Schlapp, \$399.36.
 To George A. Smith, of Clinton County, \$416.67.
 To Abram Treadwell, of Clayton County, \$450.40.

The amendment was agreed to.

The next amendment was, on page 25, after line 11, to strike out:

KANSAS.

To James P. Barnett, of Sedgwick County, \$97.71.
 To Samuel A. Shelton, administrator of the estate of Henry Bennett, deceased, of Allen County, \$845.

Mr. CURTIS. I hope the amendment regarding the claim of Shelton will not be agreed to. I ask to have read the following statement in regard to the claim.

The PRESIDING OFFICER. The Secretary will read, as requested.

The Secretary read as follows:

BRIEF IN THE CASE OF HENRY BENNETT.

The present claimant in that case is Samuel A. Shelton, administrator of the estate.

The grounds given for striking this case out of the omnibus claims bill are as follows:

"No. 226. Henry Bennett. Referred in 1888; loyalty found in 1902, 14 years later, during which period it slept in Court of Claims without motion; was not brought on for trial in Court of Claims until 1908, 20 years after reference; stores and supplies taken in 1861-1864; never presented to any department; slept 24 years before reference and 20 years in Court of Claims after reference; laches (H. 875, 60th Cong., 1st sess.)."

These statements of fact are not correct. The case did not sleep 24 years before reference, as stated, for the simple reason that the claimant made a proper presentation of his claim to the Quartermaster General under the act of July 4, 1864, and this claim remained adjudicated in that office until 1881, where it was rejected by the Quartermaster General.

No further relief was open to the claimant at this time, but so many cases were rejected by the Quartermaster General in summary manner, without considering really competent evidence, that Congress passed the act of March 3, 1883, commonly known as the Bowman act, authorizing the examination into the facts of these cases by a court. A bill for the relief of the claimant was introduced in the Fiftieth Congress, first session, and on May 1, 1888, the Committee on War Claims ordered the case referred to the Court of Claims for findings of fact under the Bowman Act.

PROCEEDINGS UNDER BOWMAN ACT.

The claimant is charged with having slept on his rights in the Court of Claims 14 years without motion. This statement is not correct, and it will appear from the transcript of the docket entries annexed hereto. There was a delay of 12 years in securing the claimant's testimony. Attention is asked to what is said in the inclosed printed brief relative to stores and supplies cases, about the delays of the Government in taking testimony, beginning with page 14.

In December, 1900, however, the claimant got the depositions of seven witnesses on the subject of loyalty. Claimant's brief was promptly filed on April 6, 1901, and then there was a wait until January 22, 1902, for the defendants' brief. December 20, 1904, the case was remanded to the general docket. On April 18, 1906, the defendants moved to dismiss the case for want of prosecution. The court, however, did not order the case dismissed, and the claimant's brief on merits was filed in 1907, and findings were made in the claimant's favor in the same year.

There were delays in this case, without question, but they were not all due to the claimant. The claimant was ready to go ahead and take his testimony, but found it impossible to make arrangements for having Government counsel present to conduct the cross-examination.

FINDINGS BY THE COURT.

The findings of the court are reported to Congress in House Document No. 875, Sixtieth Congress, first session. The findings by the court are as follows:

"This case being a claim for supplies or stores alleged to have been taken by or furnished to the military forces of the United States for their use during the late war for the suppression of the rebellion, the court on a preliminary inquiry finds that Henry Bennett, the person alleged to have furnished such supplies or stores, or from whom the same are alleged to have been taken, was loyal to the Government of the United States throughout said war.

"During the war for the suppression of the rebellion there was taken from the claimant's decedent in Allen County, State of Kansas, by various soldiers under the command of Col. Jennison, of the Fifteenth Kansas Volunteers, property of the character and kind described in the petition, but the authority therefor is not shown. The reasonable value of the property so taken was at the time and place the sum of \$845, no part of which appears to have been paid."

TRANSCRIPT OF DOCKET ENTRIES IN CASE NO. 4394, CONGRESSIONAL, IN THE COURT OF CLAIMS.

Claimant: Henry Bennett v. The United States.
 Attorney of record: Charles and William B. King.
 May 5, 1888. Order Committee on War Claims, House of Representatives, dated May 1, 1888, referring case, and one paper filed. Notified Assistant Adjutant General and claimant care of clerk.

June 5, 1888. Call on War Department issued.
 June 5, 1888. Call on Treasury Department issued.
 June 30, 1888. Reply Treasury Department; 12 papers filed; parties notified.
 July 21, 1888. Call on War Department issued.
 November 26, 1888. Reply War Department; 19 filed; parties notified.
 June 2, 1891. Call on Treasury Department issued.
 August 4, 1891. Call on War Department (letter) issued.
 August 17, 1891. Call on War Department (letter) returned with answer indorsed thereon; parties notified.
 December 5, 1891. Reply Treasury Department received; parties notified.
 August 19, 1892. Report War Department filed by defendants; parties notified.
 November 21, 1900. Petition filed; copies and notice to defendants.
 November 30, 1900. Report of War Department filed by defendants; attorney notified.
 December 27, 1900. Depositions of Samuel J. Stewart, E. Stroisider, Allen Dickinson, G. B. Balch, N. Kemmer, Mrs. Emma R. Lassman, and G. De Witt for claimant filed; parties notified.
 April 6, 1901. Claimant's brief on loyalty filed; copy and notice to defendants.
 April 22, 1901. Report Treasury Department filed by defendants; attorney notified.
 June 20, 1901. Report Treasury Department on loyalty filed by defendants; attorney notified.
 January 23, 1902. Defendants' brief on loyalty filed; attorney notified.
 January 24, 1902. Report War Department on loyalty filed by defendants; attorney notified.
 January 27, 1902. Submitted on evidence and briefs.
 February 3, 1902. Loyalty of Henry Bennett found.
 December 20, 1904. Remanded to general docket.
 April 18, 1906. Defendants' motion to dismiss for want of prosecution under rule 93 filed; attorney notified; see 9519, House Journal.
 September 10, 1906. Claimant's objection to motion to dismiss filed; defendants notified.
 September 12, 1906. Defendants' reply to claimant's objection to motion to dismiss.
 January 25, 1907. Claimant's brief on merits filed; copy and notice to defendants.
 February 27, 1907. Defendants' brief on merits filed; attorney notified.
 March 4, 1907. Claimant's reply brief filed; copy and notice to defendants.
 March 11, 1907. Submitted on evidence and briefs.
 April 1, 1907. Court filed findings of fact in favor of claimant for the sum of \$205, to be certified to the Speaker, House of Representatives.
 December 21, 1907. Claimant's motion to amend findings of fact with brief in support filed; defendants notified with copy; House Journal.
 December 21, 1907. Certificate of register of deeds of Allen County, Kans., filed by claimants; defendants notified.
 January 13, 1908. Claimant's motion of December 21, 1907, to law calendar.
 February 14, 1908. Motion to substitute Samuel A. Shelton, administrator of estate of Henry Bennett, deceased, with certified copy of letters of administration filed; allowed under rule 45; defendants notified.
 February 25, 1908. Defendants' reply to claimant's motion to amend findings of fact filed; attorney notified.
 February 25, 1908. Claimant's motion to amend findings of fact submitted.
 February 25, 1908. Claimant's motion to amend findings of fact allowed in part and overruled in part; former findings withdrawn and new findings filed in the sum of \$845, to be certified to the Speaker, House of Representatives.
 April 21, 1908. Findings certified to the Speaker, House of Representatives.

Mr. CRAWFORD. Mr. President, I wish to say to the Senator from Kansas that this case is very similar to several hundred others in this bill. The position of the Committee on Claims rests upon what appears on the face of the finding of the Court of Claims. We have never undertaken to go into files, records, and pleadings outside of what appears on the face of the report made to us, because to do so would be to open up questions lying beyond the report of the Court of Claims and involve the committee in inextricable confusion and difficulty.

What is set forth in the recitals does appear on the face of this claim in paragraph 226, page 62, of the report of the committee. The court does not find that this property was taken by authority. It may have been taken by soldiers and carried off, but that would be an individual act of plunder or spoliation on the part of individual soldiers. The court did not find that the property was taken by authority of any military head, and it does appear that the claim remained in this situation of inactivity all these years.

Necessarily, having passed the other House as several hundred other claims very similar to it have done, it will have to be dealt with in conference. If we make an exception of this item, raise questions of a quorum, and have roll calls, we will have an endless number of such cases, so I think the Senator ought to allow the item to go with others similarly situated and have them treated together in conference.

Mr. CURTIS. Mr. President, I have no desire to interfere with the plan of the chairman of the committee. I had noticed in this report that undoubtedly the chairman, or whoever wrote the report or looked into the cases, had not thoroughly studied them, because there are misstatements of fact. There had been diligence by the claimant. However, if that matter is to be tried out in conference and this case is to be treated with

other cases, I will not insist on a separate vote, but will let the matter go so that it may be settled in conference. However, I do want to say for a number of these Kansas cases that I have looked into the facts and find that the claimants were diligent, and that the delay was more on account of the nonaction of Congress than on the part of the claimants. In many cases the delay was caused by inaction on the part of the War Department, where claims were held some 10 or 15 years before any action was taken upon them by the Quartermaster General's Department.

Mr. CRAWFORD. Upon that I simply desire to say to the Senator that I decline to plead guilty of any failure in the exercise of diligence. I do not think that when a tribunal has been created under the law for the very purpose of having it thrash out all these questions, take testimony, and make reports as advisory to us it then becomes the duty of the committees of Congress to go away back behind the record sent to us by the court and ascertain whether or not the court was at fault in not having given us a fuller statement because there was evidence that justified some fuller statement by the Court of Claims than that court had made to us. In other words, I do not think we are required to go behind the report of the Court of Claims and retry or reexamine these cases. So we did not undertake to do so, and I do not think we are subject to the charge of lack of diligence because we did decline to do so. But, as I have said, the House passed these items which the Senate committee has suggested be stricken from the bill. That necessarily will bring the matter, if the action of the Senate committee is sustained, before the conferees, where advocates of both views may be heard and some conclusion reached. I think it better to do that than to open up these individual cases and involve us in endless examination of details here. It is very much like the action of a master with a long account. There are probably 3,000 different items involved in this bill, and if the Senate is to undertake to weigh testimony in each one of them we are defeated in the attempt to consider this bill before we begin. On that account I suggest to the Senator that it would be better to let it go in that way.

Mr. CURTIS. Mr. President, as I said in my opening statement, I have no desire to oppose the policy which the chairman of the committee desires to follow in regard to these different items. If he wants to settle the matter in conference with the object of going into these cases and examining the reports that are on file with the committee of the House, I will not ask for a separate vote. I have looked up these several cases from Kansas, however, and I am satisfied that the claimants did use due diligence. With that statement, I will simply ask to withdraw my request for a separate vote upon the amendment.

The PRESIDING OFFICER. The request for a vote is withdrawn, and, without objection, the committee amendment is agreed to. The Secretary will resume the reading of the bill.

The reading of the bill was resumed.
 The next amendment of the Committee on Claims was, under the head of "Kansas," on page 25, to strike out from line 13 to line 24, inclusive, as follows:

To Frank Crathorne, of Wilson County, \$201.17.
 To Jane H. Haynes, widow of Charles H. Haynes, deceased, of Bourbon County, \$100.70.
 To Alfred W. Kent, of Clay County, \$864.

Mr. CURTIS. In this connection, without having it read, I will ask leave to have printed in the RECORD a statement relating to the claim of Alfred W. Kent, at the bottom of page 25.

The PRESIDING OFFICER. Without objection, permission is granted.

The statement referred to is as follows:

BRIEF IN THE CASE OF ALFRED W. KENT.

Claimant is a resident of Broughton, Clay County, Kans. He is represented locally by Mr. F. L. Williams, of Clay Center.

The reasons given by the committee for the exclusion of this claim from the omnibus claims bill are as follows (see S. Rept. No. 770, p. 62):

"No. 229. Alfred W. Kent. Referred in 1900; loyalty found in 1905; stores and supplies taken in 1864; claim presented to no department; slept for 36 years before reference; laches. (S. 455, 59th Cong., 1st sess.)"

This last statement that the claim was never presented is not correct, for the claim could not have been considered by the court under the Bowman Act had it not first been presented in accordance with the law. On this point attention is asked to the printed brief relating to the stores and supplies cases, beginning page 22.

FIRST PRESENTATION OF CLAIM.

This claim was first presented to the Third Auditor of the Treasury in April, 1883. It was rejected August 9, 1889. (See claim No. 21099, office Third Auditor of the Treasury.) The comptroller concurred in this disallowance August 15, 1889. The claimant filed additional evidence with the comptroller, who authorized a further examination into the claim. Under date of January 10, 1891, the claim was again disallowed by the accounting officers. The case was rejected on the ground that the records did not show that any voucher was given to the claimant, and his name was not found upon the report submitted to the Quartermaster General.

On February 2 the claimant petitioned Congress for relief. This petition was presented by Senator W. A. Harris, and on March 28, 1900, the bill for the claimant's relief (S. 3462) was referred by resolution of the Senate to the Court of Claims for findings of fact under the act of March 3, 1887, commonly known as the Tucker Act.

PROCEEDINGS UNDER THE TUCKER ACT.

It is claimed that the claimant was guilty of laches, but the transcript of docket entries hereto annexed shows that this was not the case. The case was referred in 1900; the petition was filed in 1901; depositions were taken in 1902 and 1904; the claimant was found loyal in February, 1905; and the case brought to trial on the merits in 1906. The case was under prosecution in the court six years.

The findings of the court are set out in Senate Document No. 455, Fifty-ninth Congress, first session. This document shows that—
"On a preliminary inquiry the court, on the 20th day of February, 1905, found that the person alleged to have furnished the supplies or stores, or from whom they were alleged to have been taken, was loyal to the Government of the United States throughout said war."

And also found that—
"During the war for the suppression of the Rebellion the military forces of the United States, by proper authority, for the use of the Army, took from claimant, in Johnson County, State of Kansas, horses, as above described. The reasonable value of said horses, together with the hire for 22 days of two teams, is the sum of \$664."
"No payment appears to have been made therefor."

APPROPRIATIONS.

Provisions have been made on the following bills which have passed one or the other Houses of Congress, as indicated, for the payment of findings in these cases:

S. 7971, Sixty-first Congress, second session, as reported (S. Rept. No. 603) and passed by the Senate December 20, 1910.

H. R. 32767, Sixty-first Congress, second session, passed by the House of Representatives February 17, 1911, as a substitute for Senate bill 7971. On account of the shortness of remaining time this bill was not acted on in the Senate.

H. R. 19115, Sixty-second Congress, second session, passed by the House of Representatives February 19, 1912. Senate committee recommends striking out practically every southern war claim.

TRANSCRIPT OF DOCKET ENTRIES IN CASE NO. 10149, CONGRESSIONAL, IN THE COURT OF CLAIMS.

Claimant: Alfred W. Kent v. The United States.
Attorney of record: George A. & William B. King.
March 29, 1900. Resolution of the United States Senate dated March 28, 1900, referring case and one paper under act of March 3, 1887, also (Senate bill No. 3462—see accompanying letter of the Secretary of the United States Senate filed in No. 10147) filed; amount claimed, \$1,265. Notified A. A. G. and claimant—address Johnson County, Kans.
May 7, 1900. Appearance of George A. and William B. King filed (power of attorney to be filed when petition is filed).
May 30, 1900. Call on Treasury Department filed, allowed, and issued June 8, 1900.
June 29, 1901. Petition filed; defendants notified with copies.
July 9, 1901. Report of War Department on loyalty filed by defendants; parties notified.
July 9, 1901. Report of War Department on merits filed by defendants; parties notified.
November 23, 1901. Report of Treasury Department on loyalty and merits filed; attorney notified.
April 14, 1902. Deposition of Alfred W. Kent for claimant filed; parties notified.
September 3, 1902. Deposition of G. W. Stabler for claimant filed; parties notified.
September 3, 1902. Depositions of William T. Turner, S. T. Duffield, and P. Duffield for claimant filed; parties notified.
December 1, 1902. Reply Treasury Department (39 papers) filed; parties notified.
October 12, 1904. Deposition of V. R. Blush for claimant filed; parties notified.
December 2, 1904. Claimant's brief on loyalty filed; copy and notice to defendants.
February 13, 1905. Submitted on evidence and brief.
February 20, 1905. Loyalty of Alfred W. Kent found.
October 14, 1905. Claimant's brief, request for findings of fact and brief on merits filed; copy and notice to defendants.
December 6, 1905. Defendants' brief on merits filed; attorney notified.
March 29, 1906. Claimant's reply brief filed; copy and notice to defendants.
April 4, 1906. Submitted on evidence and briefs.
April 9, 1906. Court filed findings of fact in favor of claimant for the sum of \$664 to be certified to the President of the Senate.
May 21, 1906. Motion to certify findings to Congress filed; allowed.
May 22, 1906. Findings certified to the President of the United States Senate.

The reading of the bill was resumed.

The next amendment of the Committee on Claims was, to strike out all the items from line 1, on page 26, to and including line 9, on page 36, as follows:

To B. C. Matthews, administrator of the estate of Fenelon B. Matthews, deceased, late of Nemaha County, \$550.52.
To Florence M. Metz, widow of Edmund Metz, deceased, of Reno County, \$113.23.
To Martin V. B. Sheaffer, of Cloud County, \$152.76.
To William H. Sparrow, of Labette County, \$165.26.
To Jacob Samuel Weaver, of Bourbon County, \$82.26.

KENTUCKY.

To Mary E. Martin, widow (remarried) of Samson M. Archer, deceased, of Bourbon County, \$115.70.
To Thomas N. Arnold, Jr., administrator of the estate of Thomas N. Arnold, deceased, late of Kenton County, \$5,015.
To William A. Attersall, of Clark County, \$30.74.
To A. W. Richards, administrator of the estate of Kinchen Bell, deceased, of Union County, \$1,420.
To Margaret A. Bloom, widow of Andrew S. Bloom, deceased, of Fayette County, \$789.20.
To William H. Boswell, of Anderson County, \$540.
To R. B. Bottom, executor of the last will and testament of Henry P. Bottom, deceased, of Boyle County, \$1,715.
To Valentine S. Brewer, of Owsley County, \$469.90.

To Patrick Henry Bridgewater, of Adair County, \$220.
To Coleman T. Brown, of Green County, \$1,620.
To Stephen E. Brown, of Boyle County, \$490.
To J. Patrick McGee, administrator of the estate of Clement Calhoun, deceased, late of Nelson County, \$320.
To Charles P. Cammack, Mary B. Harbin, Lillie V. Oldham, and Frances H. Glover, heirs of Mary R. Cammack, deceased, late of Jefferson County, \$525.
To B. H. Chesher, administrator of the estate of W. G. Chesher, deceased, late of Anderson County, \$320.
To Sallie M. Cohen, administratrix of the estate of Henry Cohen, deceased, late of Boyle County, \$856.
To Thomas P. Coldwell, of Laurel County, \$89.83.
To Millard J. Conley, heir of Harmon Conley, deceased, late of Paint Creek, \$1,200.
To U. S. Denny, heir of the estate of Thomas D. Denny, deceased, of Wayne County, \$102.
To Sarah Ann Dobbs, widow of Nathaniel B. Dobbs, deceased, of Pulaski County, \$152.25.
To William Dunn, administrator of the estate of Woodford Dunn, deceased, of Edmonson County, \$910.
To Emma F. Everman, of Carter County, \$425.
To Hattie Grider, administratrix of the estate of T. S. Grider, deceased, late of Warren County, \$1,795.
To James M. Hall, of Montgomery County, \$750.
To J. A. Hall, administrator of the estate of Starkey Hall, deceased, late of Logan County, \$380.
To Robert Hardwick, of Pulaski County, \$980.
To Foster G. Heyser, Charles F. Heyser, and George Heyser, executors of the estate of Thomas Heyser, deceased, late of Hart County, \$1,015.
To Thomas R. Hill, of Bath County, \$495.
To E. S. Holloway and W. S. Holloway, surviving executors of the estate of John G. Holloway, deceased, late of Henderson County, \$2,102.
To William B. Kelly, of Clay County, \$50.
To Harriet N. Lair, of Pulaski County, \$350.
To Eliza Leathers, administratrix of the estate of Alfred Leathers, deceased, late of Anderson County, \$825.
To Mary H. Letcher, administratrix of estate of Thomas K. Letcher, deceased, late of Jessamine County, \$420.
To Joseph E. Lindsey, surviving partner of the firm of John Lindsey & Son, of Montgomery County, \$1,080.
To Katherine McClelland, administratrix of the estate of Robert M. McClelland, deceased, late of Fayette County, \$900.
To Elizabeth Magruder, niece and heir at law of Alexander Magruder, deceased, of Nelson County, \$220.56.
To Daniel Mans, of Maysville, Ky., late of Goochland County, Va., \$250.
To George Leonard, administrator of the estate of Catherine Marin, deceased, of Campbell County, \$1,105.
To John H. Marshall, of Pendleton County, \$300.
To Samuel P. Martin, of Anderson County, \$330.
To Kate W. Milward, widow of Hubbard K. Milward, deceased, of Fayette County, \$545.10.
To Rudolph Minton, of Jefferson County, \$310.
To Robert L. Moore, of Crittenden County, \$213.
To Ella J. Vermillion and others, children and heirs at law of Zachariah A. Morgan, deceased, of Letcher County, \$52.60.
To Miriam F. Munday, widow of Jesse S. Munday, deceased, of Mercer County, \$501.86.
To Ion B. Nally, of Jefferson County, \$46.40.
To Hannah Nally, executrix of William A. Nally, deceased, late of Louisville, \$2,013.
To Samuel H. Pipes, of Washington County, \$1,210.
To Fannie C. Poynter, administratrix of the estate of William L. Poynter, deceased, of Barren County, \$610.
To Belle M. Robards, of Boyle County, \$425.
To John W. Robbins, of Bracken County, \$263.
To Margaret P. Robinson, widow of Richard M. Robinson, late of Garrard County, \$227.
To T. P. Salyer, of Lawrence County, \$350.
To C. H. Webb, Jr., administrator of the estate of David B. Sanders, deceased, late of Livingston County, \$1,975.
To Mary Speak, widow of Jesse C. Speak, deceased, of Laurel County, \$36.60.
To Andrew J. Trangher, of Logan County, \$760.
To R. A. Walker, executor of John L. Walker, deceased, late of Boyle County, \$324.
To Benjamin R. Waller, of Graves County, \$524.77.
To Elijah Warren, of Green County, \$175.
To John E. Wells, of Mason County, \$256.24.
To Eleanor G. Whitney, of Scott County, \$6,466.
To John M. Wilson, administrator of the estate of Joseph Wilson, deceased, late of Fulton County, \$2,300.
To William J. Worthington, of Greenup County, \$36.40.
To the trustees of the Baptist Church of Bowling Green, \$650.
To the deacons of the First Presbyterian Church of Bowling Green, \$1,125.
To the stewards of the Methodist Episcopal Church South, of Bowling Green, \$730.
To the trustees of the Baptist Church of Brandenburg, \$180.
To the secretary and treasurer of Harrison Masonic Lodge, No. 122, of Brandenburg, \$125.
To the trustees of the Methodist Episcopal Church South, of Brandenburg, \$125.
To the trustees of the Methodist Episcopal Church South, of Bryantsville, \$410.
To the trustees of the Baptist Church of Crab Orchard, \$1,050.
To St. Andrews Lodge, No. 18, Free and Accepted Masons, of Cynthiana, \$600.
To the trustees of the Christian Church of Danville, \$725.
To the trustees of the First Baptist Church of Danville, \$700.
To the trustees of the First Presbyterian Church of Danville, \$610.
To the trustees of the Methodist Episcopal Church South, of Danville, \$520.
To the directors of the Presbyterian Theological Seminary of Kentucky, at Danville, \$1,150.
To J. Harrison Planck and P. S. Dudley, trustees of the Baptist Church of Flemingsburg, \$775.
To the trustees of the Glasgow graded common schools, of Glasgow, successor to the Glasgow Academy, or Urania College, of Glasgow, \$1,215.
To the trustees of the Baptist Church of Harrodsburg, \$675.

To the trustees of the First Presbyterian Church of Harrodsburg, \$1,100.
 To the trustees of the Methodist Episcopal Church South, of Harrodsburg, \$750.
 To the trustees of the First Presbyterian Church of Lebanon, \$1,380.
 To the rector of St. Augustine's Roman Catholic Church, of Lebanon, \$405.
 To the trustees of the Methodist Episcopal Church South, of Mount Sterling, \$460.
 To the trustees of the Presbyterian Church of Mount Sterling, \$650.
 To the treasurer of Salt River Lodge, No. 180, Free Ancient and Accepted Masons, of Mount Washington, \$120.
 To the trustees of the Green River Collegiate Institute, successor to the Hart Seminary, of Munfordville, \$525.
 To the trustees of the Jessamine Female Institute, successor of Bethel Academy, of Nicholasville, \$725.
 To the trustees of the Christian Church of Nicholasville, \$940.
 To the town of Nicholasville, \$300.
 To the trustees of the Sulphur Well Christian Church, near Nicholasville, \$300.
 To the trustees of the Baptist Church of Paris, \$600.
 To the trustees of the First Presbyterian Church of Paris, \$1,215.
 To the trustees of the Ewing Institute, of Perryville, \$270.
 To the trustees of the Methodist Episcopal Church South, of Perryville, \$425.
 To the session of the Presbyterian Church of Perryville, \$325.
 To the trustees of the Baptist Church of Princeton, \$110.
 To the Madison Female Institute, in Madison County, near Richmond, \$6,500.
 To the trustees of the Cumberland Presbyterian Church of Russellville, \$1,650.
 To the trustees of the Baptist Church of Shepherdsville, \$150.
 To the trustees of the Baptist Church of Somerset, \$1,500.
 To the trustees of the Presbyterian Church of Somerset, \$550.
 To the trustees of the Antioch Methodist Episcopal Church South, of Stewart, Mercer County, \$240.

The amendment was agreed to.

The next amendment was, under the head of "Louisiana," on page 36, to strike out from line 11 to line 23, inclusive, on page 38, as follows:

To Victorie C. Avet, administratrix of the estate of Vincent Avet, deceased, late of Plaquemine, Iberville Parish, \$2,425.
 To Remy Bagarry, of Iberia Parish, \$1,520.
 To John Fisher, administrator of estate of Henry Bauman, deceased, late of Iberia Parish, \$950.
 To Eugene Barrow, administrator of the estate of Mary J. Barrow, deceased, late of West Feliciana Parish, \$12,625.
 To Adella B. Greely, of Jones County, Miss., sole heir of H. B. Benjamin, deceased, late of East Baton Rouge Parish, \$755.
 To Mrs. Marie Ernestine Bourcy, Marie Ernestine Bourcy, jr., Stanislaus L. B. Bourcy, and Augustin Theodore Bourcy, heirs of Eugene Augustin Bourcy, deceased, late of New Iberia, \$1,125.
 To Felix Guidry, Arsene Broussard (née Guidry), Cecelia Alabarado (née Guidry), and Loretta Broussard (née Guidry), heirs of Louisa Breaux, late of Lafayette Parish, in equal shares, \$7,780.
 To Sarah Bushnell, of Rapides Parish, \$1,725; to Rosa Brown, Meeker Brown, and Jennie May Brown, of said parish, heirs of Lindsay L. Brown, deceased, in equal shares, \$1,725; and to Elmyra Jones, William Brown, Bertha Brown, May Brown, and Esther Brown, of said parish, heirs of Talton E. Brown, deceased, in equal shares, \$1,725.
 To Athenais Chretien Le More, administratrix of Felicite Neda Chretien, deceased, late of St. Landry Parish, \$7,945.
 To Stephen D. Clark, for himself and as sole heir of Emily C. Lovelace, deceased, and of Charles L. Clark, deceased, of Catahoula Parish, \$4,240.
 To J. Martin Compton, of Rapides Parish, \$1,990.
 To J. G. Le Blanc, administrator of the estate of Jean Crouchet, deceased, late of Iberia Parish, \$1,040.
 To Antoine Decuir, Joseph Auguste Decuir, and Rosa Decuir Macias, heirs of Antoine Decuir, sr., deceased, late of Pointe Coupee Parish, in equal shares, \$4,115.
 To Charles R. Delatte, administrator of the estate of Louis Delatte, deceased, late of the city of Baton Rouge, \$1,010.
 To Odile Deslonde, sole heir of Eloise Deslonde, deceased, late of Iberville Parish, \$5,325.
 To Nicaise Lemelle, administrator of estate of Bellot A. Donato, deceased, late of St. Landry Parish, \$750.
 To Ludger Lemelle, administrator of estate of Clarisse Donato, deceased, late of St. Landry Parish, \$2,160.

The amendment was agreed to.

The next amendment was, beginning with line 3, on page 39, to strike out down to and including line 25, on page 44, as follows:

To Calvin H. Dyson, administrator of the estate of George W. Dyson, deceased, of Washington Parish, \$715.
 To Martin Guillory, of St. Landry Parish, \$311.
 To Adorea Honore, widow and sole heir of Emile Honore, deceased, late of Pointe Coupee Parish, \$976.
 To Annie E. Jones, Robert McElroy Jones, Alice J. Jones, Mattie E. Blanchard, Clemence W. Brian, Cecelia McElroy Dunn, and Robert M. Jones (administrator of the estate of Emma H. Wells, deceased), heirs of Matthew J. Jones, deceased, in equal shares, the sum of \$4,143.
 To Florville Kerlegan, of Lafayette Parish, \$671.
 To E. G. Beuker, administrator of estates of Rosamond Lacour, deceased, and of Colin Lacour, deceased, late of West Baton Rouge Parish, \$635.
 To C. La Branche, of New Orleans, dative testamentary executor of Adele Rixner Lanau, deceased, \$5,090.
 To Estelle Landry, administratrix of estate of Joseph Landry, deceased, late of Ascension Parish, \$1,320.
 To Augustin Lazare, administrator of the estate of Jean Baptiste Lazare, deceased, late of St. Landry Parish, \$697.
 To Mariane T. Lemelle, administratrix of estate of Alexander Lemelle, deceased, late of St. Landry Parish, \$565.
 To Barthelemy Lemelle, administrator of estate of Euphemie Lemelle, deceased, late of St. Landry Parish, \$1,520.
 To Flack Lemelle, administrator of Leon Lemelle, deceased, late of St. Landry Parish, \$845.
 To Marianne D. Lemelle, administratrix of the estate of Rigobert Lemelle, deceased, late of St. Landry Parish, \$1,106.

To Marie Melanie Broussard, Nunez Lyons, Mary Azelima Simon, Mary Jane Campbell, and Benjamin Broussard (administrator of the estate of Sarah Jane Lyons Broussard, deceased), heirs of Bosman Lyons, deceased, late of Vermillion Parish, \$3,126.
 To the heirs of Laura P. Maddox, deceased, of Rapides Parish, \$15,000.
 To Jules Malveau, administrator of the estate of Jean Louis Malveau, deceased, late of St. Landry Parish, \$375.
 To Achille P. Rachal, administrator of the estate of Ozam D. Metoyer, deceased, late of Natchitoches Parish, \$960.
 To Louis V. Metoyer, administrator of estate of Theophile Metoyer, deceased, late of Natchitoches Parish, \$1,335.
 To Alphonse Meullon, of St. Landry Parish, \$245.
 To Marie Josephine Le Sasser, administratrix of estate of Francois Meullon, deceased, late of St. Landry Parish, \$2,810.
 To Aurore D. Kerlegan, administratrix of estate of Lucien Meullon, deceased, late of St. Landry Parish, \$200.
 To Emile E. Zimmer, administrator of estate of George Neck, sr., deceased, late of Avoyelles Parish, \$550.
 To Gertrude Nolasco, of West Feliciana Parish, \$540.
 To Robert Norris, of Catahoula Parish, \$900.
 To Auguste Guirard, administrator of estate of Caroline Pierront, deceased, late of the parish of St. Martin, \$1,960.
 To Adolph Hartiens, tutor of Sidney L. Hartiens, William W. Hartiens, and Mary R. Hartiens, grandchildren and heirs at law of William H. Osborne, deceased, late of Rapides Parish, \$54,875.
 To Alfred C. Parham, administrator of the estates of Harvey N. Parham, deceased; Mrs. Euphrasie Parham, deceased; and Mrs. Amelia E. Smith, deceased; and Alfred C. Parham in his own right, and Corinus B. McRight in her own right, of the parish of Rapides, \$2,120. The respective interests of the claimants, being their respective shares of the property hereinbefore mentioned, are as follows: Alfred C. Parham, administrator of the estate of Harvey N. Parham, deceased, \$300; Alfred C. Parham, administrator of the estate of Euphrasie Parham, deceased, \$1,040; Alfred C. Parham, administrator of the estate of Amelia E. Smith, deceased, \$260; Alfred C. Parham in his own right, \$260; and Corinus B. McRight in her own right, \$260.
 To Michael Rubi, of Donaldsonville, \$1,980.
 To Oliver Schwartzburg, administrator of the estate of John Schwartzburg, deceased, late of Rapides Parish, \$4,720.
 To Jacintha Strother, of New Orleans, in her own right, \$4,000, and as administratrix of the estate of Joseph T. Strother, deceased, late of Pointe Coupee Parish, \$2,750.
 To Arthur Taylor, surviving partner of Arthur Taylor and Louis Taylor, of Lafayette Parish, \$787.
 To Amy A. Taylor, formerly of East Carroll Parish, now Harrison County, Tex., \$1,631.66; and to Marie C. Quays, executrix of Philip D. Quays, deceased, of East Carroll Parish, \$1,631.66.
 To Cornelius F. Terrell, Cordelia I. Terrell, and Vera R. Terrell Harper, sole heirs of the estate of Richard Terrell, deceased, late of New Orleans, \$6,000.
 To Charlton B. Tucker, son and heir of J. W. Tucker, deceased, and his wife, Marcelline Tucker, deceased, late of Lafourche Parish, \$9,743; and to Louisa Tucker Le Forte, daughter and heir of said Marcelline Tucker, deceased, \$4,871.
 To J. B. Verdun, jr., administrator of the estate of Romain Verdun, deceased, late of St. Mary Parish, \$7,715.
 To James A. Verret, administrator of Adolph Verret, deceased, late of Terrebonne Parish, \$4,067.
 To Judith Vincent, in her own right and as sole heir of her mother, Amelia Olivier Delille, late of Iberia Parish, \$875.
 To Charles S. Von Hofen, administrator of the estate of Henry Von Hofen, deceased, of Jefferson Parish, \$910.
 To Elizabeth White, administratrix of the estate of Samuel N. White, deceased, late of West Feliciana Parish, \$27,800.
 To Frederick T. Wimbish, administrator of William R. Wimbish, deceased, late of West Feliciana Parish, \$5,100.
 To the Plains Lodge, No. 135, of Free and Accepted Masons, of East Baton Rouge Parish, \$700.

The amendment was agreed to.

The next amendment was, on page 45, to strike out from line 4 to line 10, inclusive, as follows:

MAINE.

To Jacob B. Loring, of Knox County, \$148.23.
 To Whitman L. Orcutt, of Aroostook County, \$878.47.
 To William L. Ross, of Penobscot County, \$47.56.

The amendment was agreed to.

The next amendment was, under the head of "Maryland," beginning with line 12, on page 45, to strike out to and including line 26, on page 49, as follows:

To Jacob R. Adams, of Washington County, \$210.
 To Martin H. Avey, of Washington County, \$625.
 To mayor and city council of Baltimore, \$2,996.94.
 To Elizabeth V. Belt, administratrix of the estate of Alfred C. Belt, deceased, late of Montgomery County, \$2,970.
 To A. Rosa Bevans, of Washington County, \$570.
 To William E. Boteler, administrator of Hezekiah Boteler, deceased, of Frederick County, \$568.
 To Richard T. Gott and Benjamin N. Gott, executors of the estate of Thomas N. Gott, deceased, late of Montgomery County, \$1,200.
 To Maria M. Harris, widow of Henry N. Harris, deceased, late of Montgomery County, \$121.08; and to Frank N. Harris, Henry W. Harris, George W. Harris, Ala V. Harris, Annie E. Harris, John W. Harris, William Harris, and Thomas D. Harris, children and heirs of said Henry N. Harris, deceased, in equal shares, \$242.17.
 To Harmon W. Hessen, formerly of Allegany County, now of Martinsburg, W. Va., \$2,035.
 To Cornelia Jones, administratrix of John L. T. Jones, deceased, late of Montgomery County, \$240.
 To Jeremiah Kanode, of Frederick County, \$136.
 To Mary J. Langley Norris, administratrix of the estate of Ignatius J. Langley, deceased, of St. Mary County, \$1,050.
 To Raleigh Sherman, administrator of the estate of William P. Leaman, deceased, late of Montgomery County, \$590.
 To Sarah C. Mitchell, executrix of the estate of Richard T. Mitchell, deceased, late of Montgomery County, \$1,200.
 To William H. Staubs, administrator of the estate of Eli Moats, deceased, late of Washington County, \$381.
 To S. Sillers Maynard, executor of Augustine D. O'Leary, deceased, late of Frederick County, \$1,450.

To J. Sprigg Poole, administrator de bonis non of the estate of William D. Poole, deceased, late of Montgomery County, \$1,000.
 To Elmer K. Ramsburg and Alvah S. Ramsburg, executors of the estate of Urias D. Ramsburg, deceased, late of Frederick County, \$819.
 To Perry Rennoe, administrator of estate of Beverly A. Rennoe, deceased, late of Charles County, \$200.
 To Zachariah D. Ridout, surviving executor of Hester Ann Ridout, deceased, late of Anne Arundel County, \$3,800.
 To Nathan F. Edmonds, administrator of the estate of Henry Show, deceased, late of Washington County, \$225.
 To John L. Snyder, executor of George Snyder, deceased, late of Washington County, \$1,800.
 To George L. Stull, of Frederick County, \$200.
 To William Viers Boule, administrator of the estate of Elijah Thompson, deceased, late of Montgomery County, \$1,380.
 To Cornelius Virts, of Washington County, \$600.
 To William W. Wenner, executor of Joseph Waitman, deceased, late of Frederick County, \$3,270.
 To Lewis D. Williams, administrator of estate of Lewis W. Williams, deceased, late of Montgomery County, \$385.
 To John A. Windsor, administrator of the estate of Zachariah L. Windsor, deceased, late of Montgomery County, \$372.
 To Grant Wyand, executor of the estate of Frederick Wyand, deceased, late of Washington County, \$135.
 To Marlon B. Young and Gene D. Weller, sole heirs of Samuel C. Young, deceased, of Montgomery County, \$407.
 To La Grange Lodge, No. 36, Independent Order of Odd Fellows, of Boonsboro, \$370.
 To the trustees of the Methodist Episcopal Church of Boonsboro, \$120.
 To the trustees of the United Brethren Church of Boonsboro, \$170.
 To the trustees of the Evangelical Lutheran Church of Burkittsville, \$225.
 To the trustees of the Frederick Presbyterian Church of Frederick, \$200.
 To the corporation of the Methodist Episcopal Church of Hancock, \$550.
 To the rector of St. Peter's Roman Catholic Church, of Hancock, \$80.
 To the vestry of St. Thomas Protestant Episcopal Church, of Hancock, \$173.33.
 To the trustees and consistory of Mount Vernon Reformed Church, of Keedysville, \$515.
 To the consistory of Grace Reformed Church, of Knoxville, \$410.
 To the trustees of the Christ Reformed Congregation, of Middletown, successors to the German Reformed Church of Middletown, \$450.

The amendment was agreed to.

The next amendment was, on page 50, to strike out from line 3 to line 9, inclusive, as follows:

To the vestry of St. Paul's Protestant Episcopal Church, situated near Point of Rocks, \$790.
 To the rector, wardens, and vestry of St. Paul's Protestant Episcopal Church, of Sharpsburg-Antietam parish, Washington County, \$1,350.

The amendment was agreed to.

The next amendment was, under the head of "Massachusetts," on page 50, to strike out from line 11 to line 14, inclusive, as follows:

To William W. Dutcher, of Essex County, \$457.84.
 To William B. Kimball, of Hampshire County, \$21.84.

The amendment was agreed to.

The next amendment was, on page 50, to strike out from line 18 to line 22, inclusive, as follows:

To Susan Shatswell, executrix of Nathaniel Shatswell, deceased, of Essex County, \$244.90.
 To Horace P. Williams, of Boston, \$1,604.14.

The amendment was agreed to.

The next amendment was, under the head of "Michigan," on page 50, to strike out from line 24 to line 26, inclusive, as follows:

To Harriet C. Begole, mother of William M. Begole, deceased, of Genesee County, \$19.33.

The amendment was agreed to.

The next amendment was, on page 51, to strike out lines 3 and 4, as follows:

To Lemuel C. Canfield, of Mason County, \$587.68.

The amendment was agreed to.

The next amendment was to strike out from line 7, on page 51, to and including line 26, as follows:

To William A. Clark, of Ann Harbor, \$329.30.
 To James S. De Land, of Detroit, \$202.88.
 To Lucius E. Gould, Abby E. Allison, and Mary I. Todd, children of Ebenezer Gould, deceased, of Shiawassee County, \$42.70.
 To Elvira D. Gregg, widow of Judson H. Gregg, deceased, of Ingham County, \$116.28.
 To Frederick S. Hutchinson, of Ionia County, \$118.80.
 To George J. Lockley, Joseph F. Lockley, and Sarah E. Todd, children of George Lockley, deceased, \$99.50.
 To Myron Powers, of Kalamazoo County, \$327.20.
 To Maria N. Swain, widow of Elisha R. Swain, deceased, \$361.86.

The amendment was agreed to.

The next amendment was, on page 52, to strike out from line 3 to line 11, inclusive, as follows:

MINNESOTA.
 To Omar H. Case, of Fillmore County, \$191.63.
 To Frederick Lambrecht, of Ramsey County, \$324.73.
 To Warren Onan, of Clay County, \$39.74.
 To Randolph M. Probsfield, of Clay County, \$200.

The amendment was agreed to.

The next amendment was, under the head of "Mississippi," on page 52, to strike out from line 13 to and including line 23 on page 54, as follows:

To T. A. Norris, administrator of the estate of N. M. Aldridge, deceased, late of Tishomingo County, \$980.
 To I. P. Watts, administratrix of estate of Charles Baker, deceased, late of Warren County, \$8,213.
 To Leopold Bickart, of Natchez, \$1,500.
 To Hiram Baldwin, of Adams County, Miss.; Joseph De France Baldwin, of Madison Parish, La.; and Richard Robert Baldwin, of Tensas Parish, La., in equal shares, as heirs of Robert Bradley, deceased, \$2,000.
 To D. H. Chamberlain, of Jefferson County, \$340.
 To Eliza Chambers, administratrix of the estate of Royall Chambers, deceased, of Yazoo County, \$670.
 To William T. Ratliff, administrator of estate of Sarah G. Clark, deceased, late of Hinds County, \$1,355.
 To W. T. Ratliff, administrator of estate of S. N. Clark, deceased, late of Hinds County, \$5,650.
 To G. B. Harper and J. D. Clearman, executors of William L. Clearman, deceased, late of Newton County, \$1,010.
 To T. M. Davidson, administrator of the estate of Margaret Davidson, deceased, of Warren County, \$2,450.
 To Charles A. Doak and John R. Doak, heirs of Alfred W. Doak, deceased, of Lafayette County, \$1,796.48.
 To Jefferson T. Cowling, administrator of the estate of Eliza A. Fielder, deceased, and Benjamin L. Fielder, living, of Corinth, \$655.
 To Hardinia P. Kelsey and Mildred E. Franklin, heirs of Hardin P. Franklin, deceased, late of Marshall County, \$860.
 To Susan R. Jones, administratrix of the estate of William Freeman, deceased, late of Warren County, \$4,010.
 To John Fuller, administrator of the estate of J. B. Fuller, deceased, of Benton County, \$790.
 To J. P. Harvey, administrator of estate of Matilda B. Harvey, deceased, late of Scott County, \$1,382.
 To J. A. Hill, administrator of the estate of Benjamin Hawes, deceased, late of Tippah County, \$1,150.
 To California M. Hearn, in her own right and as administratrix of the estates of Susan L. Balley, deceased, and of Julia B. Hancock, deceased, of Marshall County, \$1,695.
 To distributees or legal representative of Hartwell B. Hilliard, deceased, late of Alcorn County, \$300.
 To J. B. Hubbard, administrator of the estate of David R. Hubbard, deceased, of Tishomingo County, \$1,500.

The amendment was agreed to.

The next amendment was, on page 55, beginning with line 1, to strike out down to and including line 15 on page 58, as follows:

To John B. Jarratt, administrator of Sarah T. Jarratt, deceased, late of Marshall County, \$1,389.
 To Elizabeth Johnson, of Yazoo County, \$1,170.
 To Mary Julia Quick, of Lauderdale County, \$1,980; to Belle O. Coward, of Leflore County, \$1,980; and to John Anderson, of Rusk County, Tex., \$860, as heirs of Vernon H. Johnston, deceased.
 To Jane Jones, administratrix of the estate of Henry Jones, deceased, late of Marshall County, \$215.
 To Henry W. King, of Marshall County, in his own right, and to W. H. King, administrator of the estate of Edward King, deceased, late of Marshall County, as heirs of Kinchen W. King, deceased, in equal shares, \$1,741.42.
 To Robert M. Lay, administrator of Nancy Lay, deceased, late of Scott County, \$2,804.
 To Emma Jones and Leon Lewis, sole heirs of Emma S. Lewis, deceased, late of Hinds County, \$1,815.
 To Ammon F. Lindley, administrator of the estate of Martha W. Lindley, deceased, of Lauderdale County, \$320.
 To William Lunenburger, administrator of the estate of Uriah Lunenburger, deceased, late of Amite County, \$250.
 To Harvey McRaven, of Marshall County, \$1,160.
 To Harriett Miles, of Warren County, \$1,735.
 To Mrs. L. H. Rowland, administratrix of the estate of Willis J. Moran, deceased, late of Benton County, \$845.
 To John M. Bass, administrator of the estate of William O. Moseley, deceased, late of Hinds County, \$4,285.
 To E. L. Brien, administrator of the estate of Mary Ann Nagle, deceased, late of Warren County, \$960.
 To James M. Price, sole heir and legatee of Thomas J. Price, deceased, late of Alcorn County, \$665.
 To A. A. Raley, administrator of the estate of Julia Quine, deceased, of Warren County, \$885.
 To Margaret Raiford Loftin (née Margaret Raiford), administratrix of the estate of Robert Raiford, deceased, late of Marshall County, \$2,578.
 To W. A. Montgomery, administrator of the estate of John Read, deceased, late of Hinds County, \$2,160.
 To W. T. Smith, administrator of estate of Maria A. Reinhardt, deceased, late of Benton County, \$3,395.
 To J. D. Robinson, administrator of the estate of Melchisedec Robinson, deceased, late of Marshall County, \$1,531.
 To G. D. Able, administrator of the estate of Catherine J. Rutherford, deceased, late of Panola County, \$620.
 To Minor Saunders, of Benton County, \$160.
 To Susannah Schwartz, executrix of Christian Schwartz, deceased, member of the firm of Christian Schwartz and Leopold Bickart, of Natchez, \$1,500.
 To Fannie Solari, heir of Emanuel M. Solari, deceased, late of Claiborne County, \$219.
 To Charles O. Spencer, of Tippah County, \$2,031.
 To Wiley W. Tipton, of Attala County, \$600.
 To Mrs. J. H. T. Jackson, administratrix of the estate of Elizabeth H. Welford, deceased, late of Marshall County, \$3,650.
 To Bettie B. Willis, administratrix of Joel H. Willis, deceased, late of Warren County, \$6,040.
 To John Wood, of Tishomingo County, \$880.
 To John L. Woodson, administrator of the estate of Richard O. Woodson, deceased, of Marshall County, \$2,250.

The amendment was agreed to.

The next amendment was, on page 58, to strike out lines 20 and 21, as follows:

To the trustees of the Cumberland Presbyterian Church, of Corinth, \$833.

The amendment was agreed to.

The next amendment was, under the head of "Missouri," to strike out from line 25, on page 58, to and including line 6, on page 64, as follows:

To Merit F. Thomas, administrator of Willis M. Allman, of Lawrence County, \$210.

To Francis T. Buckner, administrator de bonis non cum testamento annexo of John M. Armstrong, deceased, late of Cass County, \$460.

To Caroline E. Bagg, widow of John Bagg, deceased, of Adair County, \$922.90.

To William Baker, of Stone County, \$140.

To Louis Benecke, of Chariton County, \$1,763.

To Jane S. Bishop, executrix of E. W. Bishop, deceased, of Phelps County, \$600.

To Joseph C. Black, of Barry County, \$235.

To Sarah Katherine Blue, executrix of the estate of Jesse M. Blue, deceased, and William Traugher, administrator de bonis non of the estate of David Blue, deceased, of Carroll County, \$710.

To William R. Boyse, heir at law of Sterling M. Boyse, deceased, of Cole County, \$365.

To the heirs of Alexander Bradshaw, deceased, late of Jackson County, \$420.

To William C. Brummett, of Cass County, \$390.93.

To John W. Brooks, son and heir of Isaac Brooks, deceased, of Johnson County, \$320.

To Nannie, Oscar W., John R., and Emma Cogswell, heirs of O. H. Cogswell, deceased, of Jackson County, \$1,600.

To C. C. Bundy, administrator of the estate of Anselm L. Davidson, deceased, of Cass County, \$600.

To John P. Duke, of Independence, \$2,390.

To the estate of Hugh G. Glenn, deceased, late of Cass County, \$1,280.

To the county of Greene, State of Missouri, \$6,010.

To Joseph C. Grissom, of Jasper County, \$1,208.19.

To John R. Hamacher, of Ray County, \$42.38.

To Elijah B. Hammontree, administrator of the estate of John Hammontree, deceased, of Cass County, \$425.

To John B. Harrelson, administrator de bonis non of the estate of Nathan E. Harrelson, deceased, of Cass County, \$5,268.

To Paschal Henshaw, of Clay County, \$187.

To Jackson County, \$410.

To Mary E. James, widow of Thomas James, deceased, of Jackson County, \$149.90.

To Abram Jones, of Barton County, \$245.

To H. N. Vaughn, executor of estate of Benjamin Kirk, deceased, of Newton County, \$336.

To Amanda M. Livesay, administratrix of John W. Livesay, deceased, of Dent County, \$816.

To Benjamin F. Lutman, of Cole County, \$388.96.

To Philip Michael, son of Philip Michael, deceased, of Barry County, \$425.

To Karoline Mulhaupt, of Jackson County, \$1,395.

To Charles W. Munn, administrator of the estate of Mrs. E. S. Munn, deceased, late a resident of Barry County, \$1,615.

To Jay H. Neff, administrator of Andrew J. Neff, deceased, late of Jackson County, \$240.28.

To Levi S. North, of Adair County, \$490.

To William B. Payne, late a resident of Cass County, \$4,754.

To Phelps County, Mo., \$890.

To Daniel K. Ponder, of Ripley County, \$530.

To Mary L. Cropper, Sallie Z. McCulloh, Dora Schmitt, and Belle Wilson, sole heirs of Tillard and Sophia L. Ragan, deceased, of Cass County, \$2,970.

To George W. January, administrator de bonis non cum testamento annexo of estate of William A. Ryan, deceased, late of Cass County, \$1,260.

To Francis M. Sheppard, of Chariton County, late of Company I, One hundred and sixteenth Regiment Illinois Volunteer Infantry, \$830. To county court of Ste. Genevieve County, \$1,200.

To William W. Trigg, administrator of the estate of Lowell G. Spaulding, deceased, of Cooper County, \$12,500.

To John P. Bell, treasurer of State Hospital No. 1, of Fulton, \$14,000.

To Merit F. Thomas, of Lawrence County, \$210.

To Mildred Turley, administratrix of the estate of John Turley, deceased, of Cass County, \$3,390.

To Eli D. Wilson and Narcissus Wilson, executors of the estate of John Wilson, deceased, of Laclede County, \$425.

To Harriet L. Young, administratrix de bonis non of Solomon Young, deceased, of Jackson County, \$3,800.

To the trustees of the Christian Church of Harrisonville, \$650.

To the trustees of the Methodist Episcopal Church South, of Harrisonville, \$779.75.

To the trustees of the First Baptist Church of Jefferson City, \$1,380.

To the trustees of the Methodist Episcopal Church of Macon, \$760.

To the trustees of the Presbyterian Church of Macon, \$600.

To the trustees of the Christian Church of Marshall, \$1,240.

To the treasurer of the First Christian Church of Mexico, \$550.

To the trustees of the Methodist Episcopal Church South, of Mexico, \$710.

To the University of Missouri, \$5,075.

The amendment was agreed to.

The next amendment was, on page 64, to strike out from line 9, to and including line 21, on page 65, as follows:

To the trustees of the First Christian Church of Springfield, \$275.

To the trustees of the Methodist Episcopal Church South, of Springfield, \$3,150.

To the trustees of the Christian Church of Sturgeon, \$550.

To the trustees of the Christian Church of Warsaw, \$660.

MONTANA.

To Mary E. L. Calloway, widow of James E. Calloway, deceased, of Madison County, \$53.23.

NEBRASKA.

To Margaret C. French, widow of Columbus P. French, deceased, \$176.40.

To Michael Trucks, of Cuming County, \$377.67.

NEVADA.

To John Allman, formerly of Virginia City, now a resident of the State of California, \$2,358.

To John M. Forsyth, formerly of Carson City, now a resident of the State of California, \$2,728.

To Frank J. McWorthy, formerly of the State of Nevada, now a resident of the State of California, \$450.

To Thomas Rodgers, formerly of Virginia City, now a resident of the State of California, \$440.

To the legal representatives of James M. Thompson, deceased, late of Carson City, \$3,730.

NEW HAMPSHIRE.

To Eleazer L. Sarsons, of Sullivan County, \$40.33.

The amendment was agreed to.

The next amendment was, under the head of "New Jersey," on page 65, to strike out lines 23 and 24, as follows:

To John H. Arey, of Mercer County, \$20.39.

The amendment was agreed to.

The next amendment was, on page 66, to strike out, from line 4 to line 12, inclusive, as follows:

NEW MEXICO TERRITORY.

To Anastacio de Baca, administrator of Francisco de Baca, deceased, of Santa Ana County, \$1,325.

To Edward H. Bergmann, of New Mexico, \$1,200.

To Mary W. Littell, widow of William J. Littell, deceased, of Lincoln County, \$632.18.

The amendment was agreed to.

The next amendment was, under the head of "New York," on page 66, to strike out, from line 14 to line 18, as follows:

To Luther S. Bryant, of Franklin County, \$45.31.

To Josephine Campbell, widow of George Campbell, deceased, of Rensselaer County, \$272.14.

The amendment was agreed to.

The next amendment was, beginning on page 66, with line 22, to strike out down to and including line 21, on page 67, as follows:

To Benjamin Fenton, surviving partner of the firm of Fenton & Co., of the city of Buffalo, \$10,520.66.

To Anna Cavanaugh, sister and sole heir of John Fryer, deceased, of Otsego County, \$60.80.

To Harry V. Hoes, administrator of Theodore Hoes, deceased, of Columbia County, \$491.68.

To Emily A. Lockwood, widow of Harrison Lockwood, deceased, of Warren County, \$484.11.

To Abby C. McNett, widow of Andrew J. McNett, deceased, of Allegany County, \$816.77.

To Martin H. Mullin, of Oneida County, \$351.68.

To Lucius V. S. Mattison, of Oswego County, \$490.44.

To Cornelia P. Beckley and Maude P. Clark, daughters of Hamilton S. Preston, deceased, of Delaware County, \$104.05.

To Alice A. Sheldon, widow of Allen Sheldon, deceased, of Columbia County, \$274.54.

The amendment was agreed to.

The next amendment was, under the head of "North Carolina," beginning with line 23, on page 67, to strike out down to and including line 15, on page 69, as follows:

To E. M. Allison, administrator of estate of Francis Allison, deceased, of Transylvania County, \$550.

To John E. Berry and Lovey T. Williamson, sole heirs of Esau Berry, deceased, late of Dare County, \$450.

To Hardy A. Brewington, administrator of the estate of Ralford Brewington, deceased, late of Sampson County, \$530.

To William H. Bucklin, of Craven County, \$390.

To Louise C. Smith, administratrix of Enos Case, deceased, late of Greene County, \$120.

To William Cohen, administrator of the estate of Isadore Cohen, deceased, late of Edgecombe County, \$532.

To Lucy A. Dibble, administratrix of the estate of Sylvester Dibble, deceased, late of Beaufort County, \$705.

To J. W. Howett, administrator of William Howett, deceased, late of Tyrrell County, \$1,480.

To B. A. Critcher, administrator of estate of Harmon Modlin, deceased, late of Martin County, \$293.

To John S. Morton, administrator of David W. Morton, deceased, late of Carteret County, \$350.

To Mary Lee Dennis, executrix of the estate of Levi T. Oglesby, deceased, late of Carteret County, \$182.

To O. H. Perry, administrator of the estate of George W. Perry, deceased, late of Craven County, \$4,350.

To William O. Robards, of Henderson County, formerly of Boyle County, Ky., \$1,980.

To J. A. Reagan, of Buncombe County, \$240.

To Jacob West, of Harnett County, \$215.

To the Methodist Episcopal Church South, of Beaufort, \$1,280.

The amendment was agreed to.

The next amendment was, on page 69, to strike out lines 23 and 24, as follows:

To the First Baptist Church, of Newbern, \$1,200.

The amendment was agreed to.

The next amendment was, under the head of "North Carolina," at the top of page 70, to insert the following:

To the trustees of Beulah Primitive Baptist Church, of Johnston County, \$420.

To the trustees of the Primitive Baptist Church, of Newport, \$350.
 To the trustees of the Catholic Church, of Washington, \$4,000.
 To the trustees of the Methodist Episcopal Church South, of Washington, \$4,500.
 To the trustees of the Presbyterian Church, of Washington, \$4,500.
 The amendment was agreed to.
 The next amendment was, beginning with line 11, on page 70, to strike out down to and including line 19, on page 71, as follows:

NORTH DAKOTA.

To Martha A. Mullery, widow of James W. Mullery, deceased, of Stutsman County, \$260.35.

OHIO.

To Henry L. Biddle, of Montgomery County, \$362.44.
 To Jeremiah Cain, of Urbana, \$684.34.
 To Amanda W. Clancy, widow of Charles W. Clancy, deceased, of Jefferson County, \$374.88.
 To John Hamilton, of Franklin County, \$272.77.
 To Barton A. Holland, of Hardin County, \$182.82.
 To George W. Northup, of Montgomery County, \$482.40.
 To David Skeels, of Carroll County, \$245.85.
 To Ellen R. Smith, widow of James R. Smith, deceased, of Lucas County, \$514.71.
 To the trustees of the Baptist Church of Gallipolis, \$175.

OKLAHOMA.

To George W. Clark, of Oklahoma, late a resident of the Indian Territory, \$106.26.
 To Robert C. Cozine, son of John S. Cozine, deceased, of Eda, \$520.22.

OREGON.

To John E. Butler, of Lane County, \$417.31.
 The amendment was agreed to.
 The next amendment was, under the head of "Pennsylvania," on page 71, to strike out from line 21, to and including line 12, on page 72, as follows:

To William Ashworth and Adam I. Ashworth, heirs of James Ashworth, deceased, of Philadelphia, \$44.57.
 To John H. Black, of Blair County, \$361.28.
 To John Craig, of Carbon County, \$88.85.
 To John Danks, son and sole heir of John A. Danks, deceased, of Allegheny County, \$187.81.
 To Frank E. Foster, of Warren County, \$569.52.
 To Eliza J. Houston, widow of John Houston, deceased, of Indiana County, \$136.78.
 To Milton S. Johnson, assignee of Jacob Johnson, deceased, late of York, \$580.
 To Augustus B. Miller, of Norristown, \$1,120.

The amendment was agreed to.
 The next amendment was, on page 72, to strike out, beginning with line 16, to and including line 25, as follows:

To the trustees of the Tomoloway Baptist Church, of Fulton County, \$225.
 To the trustees of the St. James Evangelical Lutheran Church, of Gettysburg, \$150.
 To the trustees of the St. Mark's German Reform Church, of Gettysburg, \$215.

RHODE ISLAND.

To Willard H. Greene, late of Company E, Twelfth Regiment Rhode Island Volunteer Infantry, \$701.26.

The amendment was agreed to.
 The next amendment was, on page 73, under the heading "South Carolina," beginning in line 2, to strike out down to and including line 21, as follows:

To A. J. Buero, administrator of the estate of Angelo Buero, deceased, of Charleston, \$725.
 To J. P. Matthews, administrator of Nathan Gradick, deceased, late of Richland County, \$1,180.
 To Robert B. Howard, heir of James B. Howard, deceased, of Charleston County, \$1,100.
 To the trustees of the Baptist Church of Beaufort, \$2,200.
 To the wardens and vestry of St. Helena Episcopal Church, of Beaufort, \$1,150.
 To the board of trustees of the public schools of Darlington, \$980.
 To the vestry of Trinity Protestant Episcopal Church, on Edisto Island, \$1,200.
 To the Mount Zion Society, of Fairfield County, \$6,000.

The amendment was agreed to.
 The next amendment was, on page 74, after line 2, to strike out:

To the trustees of the German Lutheran Church, of Orangeburg, \$983.33.

The amendment was agreed to.
 The next amendment was, on page 74, after line 5, to insert:
 To the trustees of Three-mile Creek Church of Christ, of Barnwell County, \$309.

To the trustees of Winyah Lodge, No. 40, Ancient Free and Accepted Masons, of Georgetown, \$4,200.

The amendment was agreed to.
 The next amendment was, on page 74, after line 10, to strike out:

SOUTH DAKOTA.

To John B. Geddis, of Beadle County, \$391.31.
 The amendment was agreed to.
 The next amendment was, on page 74, under the heading "Tennessee," beginning in line 15, to strike out:

To Susan E. Joyner, Mary E. Roberson, Martha F. Luster, and Jane F. Crump, sole heirs of Josiah Anthony, deceased, late of Sumner County, \$4,520.

To Emma R. Bailey, executrix of John J. Bailey, deceased, late of Shelby County, \$3,353.

To Daniel W. Beckham, administrator of the estate of Alexander F. Beckham, deceased, late a resident of Lake County, \$7,880.

To H. B. Bond, administrator of John B. Baird, deceased, of Wilson County, \$2,650.

To James Boro and Mary Boro, heirs of James Boro, deceased, late of Shelby County, \$1,800.

To the legal representatives of Reese B. Brabson, deceased, late a resident of Hamilton County, \$6,500.

To John L. Smith, administrator of Nancy N. B. Bridges, deceased, of Rutherford County, \$1,520.

To John C. Brooks, formerly of Davidson County, \$600.
 To Octavia P. Brooks, of Hardeman County, \$350.

To John Brown, of Maury County, \$150.
 To Leonidas Thompson, administrator of the estate of Mathew Brown, deceased, late of Shelby County, \$1,420.

To Eli Marshall, executor of William Brown, deceased, of Greene County, \$80.

To Charles C. Burke, administrator of the estate of Elizabeth Burke, deceased, late of Shelby County, \$812.

To Mitchell H. Butt, heir of Thomas P. Butt, deceased, of Maury County, \$465.

To George N. L. Buyers, administrator of the estate of Nelson M. Buyers, deceased, late of Maury County, \$425.

To S. J. McDowall, administrator of James F. Calhoun, deceased, of Bedford County, \$290.

To James M. Campbell, of Maury County, \$200.
 To A. A. Wade, administrator of S. L. Carpenter, deceased, late of Fayette County, \$468.

To Virginia Carter, administratrix of estate of Felix Carter, deceased, late of Davidson County, \$1,380.

To William F. Carter, administrator of the estate of Melvina A. Carter, deceased, of Hardeman County, \$240.

To Effie Cawood, administratrix of the estate of Alexander Cawood, deceased, of Sullivan County, \$390.

To Edgar Cherry and James M. Head, executors of William H. Cherry, deceased, of Hardin County, \$2,787.

To C. H. Corn, administrator of the estate of John Chitwood, deceased, of Franklin County, \$290.

To J. W. Cloyd, administrator of the estate of J. W. Cloyd, deceased, of Wilson County, \$2,125.

To Sylvanus Cobble, of Greene County, \$475.
 To Ida J. Cole, sole heir of Martha C. Cole, deceased, of Shelby County, \$925.

To Andrew A. Colter, of Sevier County, \$173.
 To Elam C. Cooper, of Lauderdale County, \$815.

To John Coppinger, of Monroe County, \$315.
 To James H. Covington and Benjamin Covington, sole heirs of Daniel Covington, of Sevier County, \$225.

To Thomas W. Crutchfield, executor of the estate of William Crutchfield, deceased, late of Hamilton County, \$3,850.

To J. W. Cummings, administrator of the estate of Rebecca Cummings, deceased, of Hamilton County, \$656.

To R. C. M. Cunningham and W. H. Cunningham, executors of the estate of Elvina Cunningham, deceased, of Rhea County, \$933.

To C. R. Holmes, administrator of Lockett Davis, deceased, of Rutherford County, \$1,490.

To Woodson H. Webb, administrator of the estate of Harriet Day, deceased, of Giles County, \$310.

To William H. Dawson, of Monroe County, \$680.
 To Robert A. Dickson, of James County, \$142.

To Lydia Dillard, of Maury County, \$100.
 To P. J. McGlynnan, administrator of the estate of John Doherty, deceased, of Davidson County, \$1,600.

To Jimmie A. Elliott, sole heir of Adaline Elliott, deceased, late of Rutherford County, \$100.

The amendment was agreed to.
 The next amendment was, on page 78, beginning in line 22, to strike out, down to and including line 10, on page 88, as follows:

To Warham Easley, of Loudon County, \$2,807.
 To Edward W. Eggleston, of Williamson County, \$590.

To Joseph Ewing, of Maury County, \$90.
 To John B. McEwen, executor of the estate of Lemuel Farmer, deceased, of Williamson County, \$340.

To W. F. Forbes, administrator of Archie B. Forbes, deceased, late of Memphis, \$2,600.

To Rial Foster, of Maury County, \$135.
 To Julia Galley, sole heir of Hiram Galley, deceased, of Wayne County, \$232.

To John W. Harvey, jr., administrator of the estate of Z. H. German, deceased, late of Williamson County, \$500.

To John G. Henson, guardian of Mrs. Catherine J. Gilson (insane), and administrator of the estate of Samuel L. Gilson, deceased, of Knox County, \$945.

To Minna H. Glassie, of Davidson County, \$1,410.
 To George W. Pearson, administrator of the estate of Charles Gotthardt, deceased, late of Perry County, \$1,575.

To Peter H. Harlan, administrator of the estate of George B. Harlan, deceased, of Davidson County, \$1,060.

To D. N. Kelley, administrator of the estate of Daniel B. Harold, deceased, of Bradley County, \$1,265.

To James C. Anderson, administrator of the estate of Thomas C. Hawley, deceased, late a resident of Hamilton County, \$1,030.

To W. O. Batey, administrator of John Haynes, deceased, late of Rutherford County, \$675.

To R. M. Rogan, administrator of the estate of F. S. Heiskell, deceased, of Knox County, \$390.

To W. E. Henson, administrator of the estate of John Henson, deceased, of Sequatchie County, \$2,990.

To John A. Herrod, of Rutherford County, \$400.
 To John T. Hester, administrator of the estate of John W. Hester, deceased, late of Fayette County, \$1,190.

To Charles W. Hewley, of Wilson County, \$580.
 To J. M. Nelson, administrator of the estate of John R. Hickman, deceased, of Rhea County, \$195.

To Henry E. Hilliard, of Fayette County, \$1,115.
 To J. B. Carter, administrator of estate of Catherine Hopson, deceased, late of Claiborne County, \$90.

To Sarah Bibb, Ada B. Ewing, Alice G. Warner, Benjamin M. Hord, Mildred Washington, and Thomas E. Hord, sole heirs of Thomas Hord, deceased, late of Rutherford County, \$2,913.

To R. P. Moss, administrator of the estate of Brice M. Hughes, deceased, late of Williamson County, \$900.
 To John Hughes, of Shelby County, \$43.33.
 To Baxter Smith, administrator of the estate of Hugh C. Jackson, deceased, of Davidson County, \$2,795.
 To Robert C. Jameson, administrator of the estate of David Jameson, deceased, late of Shelby County, \$900.
 To J. E. Smalling, administrator of Henry Johnson, deceased, late of Williamson County, \$450.
 To Richard M. Johnson, of Dekalb County, \$183.26.
 To Mrs. Pettie Light Johnston and Mrs. Scrappy Light Bradshaw, of Dyer County, \$327.50.
 To Nathaniel W. Jones, of Maury County, \$480.
 To Henry J. Kinzel, of Knox County, \$60.
 To E. M. McNamee, administrator of the estate of John Krider, deceased, of Fayette County, \$221.
 To William H. Landrum, of Gibson County, \$257.
 To Annis Lawrence, of Fayette County, \$415.
 To Maria Lester, widow of Joe. Lester, deceased, of Giles County, \$225.
 To Abner D. Lewis, of Fayette County, \$5,080.
 To Elizabeth Lewis, of Williamson County, \$220.
 To Benjamin F. Lillard, administrator of the estate of Benjamin Lillard, deceased, late of Rutherford County, \$16,865.
 To A. J. Williford, administrator of estate of Charity M. Locke, deceased, late of Shelby County, \$695.
 To R. D. Grizzle, administrator of the estate of James G. Logan, deceased, late of Cannon County, \$440.
 To C. R. McClarin, administrator of the estate of John McClarin, deceased, late of Smith County, \$320.
 To B. F. McGrew, administrator of the estate of George W. McGrew, deceased, late of Giles County, \$7,315.
 To W. A. Simpson, administrator de bonis non of the estate of David V. Marney, deceased, of Roane County, \$867.
 To O. S. Shannon, administrator of the estate of William M. Mayfield, deceased, of Williamson County, \$650.
 To James E. Meacham, of Hamilton County, \$750.
 To Patrick G. Meath, of Shelby County, \$27,250.
 To the city of Memphis, \$21,192.88.
 To Mora B. Fariss, administrator of James P. Moore, deceased, late of Maury County, \$2,100.
 To John H. Neely, administrator of the estate of Henry M. Neely, deceased, of Sumner County, \$5,450.
 To Louis Nelson, administrator of the estate of Samuel B. Nelson, deceased, of Rutherford County, \$2,170.
 To C. A. Russell, administratrix of B. B. Neville, late of Shelby County, \$5,252.
 To Mary K. Henry, Alice A. Pope, Jennie Alexander, and Nannie Newby, heirs of Oswell P. Newby, deceased, late of Memphis, \$4,500.
 To Francis M. Newhouse, administrator of estate of W. W. Newhouse, deceased, late of Gibson County, \$575.
 To Silas H. Henry, executor of John North, deceased, late of Jefferson County, \$791.
 To J. Minnick Williams, administrator of the estate of Charles N. Ordway, deceased, of Giles County, \$3,025.
 To the receiver of the Overton Hotel Co., of Memphis, Tenn., for rent of hotel used as a military hospital from June 6, 1862, until December 31, 1862, \$11,388.
 To Alexander M. Owen, of Tipton County, \$440.
 To Mary Parker, of Hamilton County, \$656.
 To Henly Patton, of Maury County, \$200.
 To A. P. Young, administrator of the estate of John R. Pearson, deceased, late of Fayette County, \$2,579.
 To Henry Pepper and Elizabeth H. Cleveland, of Bedford County, in equal shares, \$1,875.
 To Mrs. Octavia R. Polk, of Hardeman County, \$2,919.
 To Thomas L. Porter, administrator of estate of Nimrod Porter, deceased, late of Maury County, \$3,160.
 To William Raines, of Claiborne County, formerly a resident of Knox County, Ky., \$155.
 To Frank Read, administrator of the estate of James S. Read, deceased, of Davidson County, \$715.
 To T. N. Rhodes, administrator of the estate of Lewellen Rhodes, deceased, of Shelby County, \$290.
 To J. G. Robertson, administrator of the estate of Margaret Robertson, deceased, of Stewart County, \$900.
 To John B. Atchison and Clifton R. Atchison, heirs of Jane Elizabeth Rhodes, deceased, of Giles County, \$2,140.
 To Laura E. Roulston, administratrix of James W. Roulston, deceased, of Marion County, \$272.
 To Thomas D. Ruffin, of Lauderdale County, \$1,400.
 To W. J. Sawyers, of Hamilton County, \$1,908.
 To Mrs. Julia Moore Selden, of Shelby County, \$2,925.
 To C. H. Corn, administrator of the estate of W. W. Sharp, deceased, of Franklin County, \$1,248.
 To William M. Moss, administrator of the estate of John Smith, deceased, of Madison County, \$1,600.
 To Margaret E. Smith, of Rutherford County, \$860.
 To John M. Speed, heir at law of Warren F. Speed, deceased, of Maury County, \$310.
 To Sallie B. Stamper, of Franklin County, \$1,110.
 To William Stone, heir of Mark Stone, deceased, of Maury County, \$110.
 To M. T. Swick, of Hamilton County, \$1,985.
 To North Memphis Savings Bank, administrator of the estate of Mary F. Swindell, deceased, late of Shelby County, \$650.
 To Clarissa H. Tipton, administratrix of Isaac Tipton, deceased, of Knox County, \$82.
 To George Todd, of Maury County, \$110.
 To Mrs. Sallie H. Perkins, daughter and heir of J. J. Todd, deceased, of Shelby County, \$5,684.
 To Alpheus Truett, of Williamson County, \$790.
 To George T. and Guy P. Vance, executors of the estate of William L. Vance, deceased, of Memphis, \$41,667.
 To Ezekiah W. Walker, of Henderson County, \$300.
 To Jesse A. Wallace, of Hamilton County, \$215.
 To Florence Walters, Eli Walters, and Dora Mahon, heirs of Mary E. Walters, deceased, late of Williamson County, \$490.
 To W. P. Boales, administrator of the estate of A. J. Wigginsworth, deceased, of Fayette County, \$105.
 To Edmond W. Williams, executor of Joseph R. Williams, deceased, late of Shelby County, \$11,440.
 To George T. Wilson, of Williamson County, \$60.
 To W. M. Wilson, administrator of the estate of William S. Wilson, deceased, of Fayette County, \$315.

To J. E. Wright, administrator of the estate of Nancy Wright, deceased, of Hardeman County, \$225.
 To the trustees of the Missionary Baptist Church, of Antioch, \$600.
 The amendment was agreed to.
 The next amendment was, on page 88, beginning in line 19, to strike out down to and including line 23, as follows:
 To the trustees of the Baptist Church, of Bolivar, Hardeman County, \$3,400.
 To Hiwassee Masonic Lodge, No. 188, of Calhoun, \$620.
 The amendment was agreed to.
 The next amendment was, on page 89, beginning in line 1, to strike out down to and including line 20, as follows:
 To the trustees of the Cumberland Presbyterian Church, of Charleston, \$530.
 To the trustees of the Methodist Episcopal Church South, of Charleston, \$960.
 To the trustees of the Methodist Episcopal Church South, of Chattanooga, \$1,800.
 To the vestry of St. Paul's Protestant Episcopal Church, of Chattanooga, \$1,500.
 To the trustees of the Cumberland Presbyterian Church, of Clarksville, \$1,200.
 To the Cleveland Masonic Lodge, No. 134, of Cleveland, \$940.
 To the trustees of the Methodist Episcopal Church South, of Cleveland, \$3,000.
 To the trustees of the Cumberland Presbyterian Church, of Clifton, \$980.
 To the wardens and vestry of St. Peter's Protestant Episcopal Church, of Columbia, Maury County, \$3,120.
 The amendment was agreed to.
 The next amendment was, on page 89, to strike out lines 23 and 24, as follows:
 To the trustees of the Mill Creek Baptist Church, of Davidson County, \$1,650.
 The amendment was agreed to.
 The next amendment was, on page 90, beginning in line 4, to strike out down to and including line 20, as follows:
 To the trustees of the Christian Church of Franklin, \$620.
 To the trustees of Hiram Lodge, No. 7, Free and Accepted Masons, of Franklin, \$2,120.
 To the trustees of the Methodist Episcopal Church South, of Franklin, \$875.
 To the deacons of the Missionary Baptist Church, of Franklin, \$660.
 To the trustees of the Presbyterian Church of Franklin, \$800.
 To Clifton Lodge, No. 173, Free and Accepted Masons, of Clifton, Wayne County, \$1,500.
 To Franklin Lodge, No. 4, Independent Order of Odd Fellows, of Franklin, \$1,200.
 The amendment was agreed to.
 The next amendment was, on page 90, beginning in line 23, to strike out down to and including line 6, on page 91, as follows:
 To the wardens and vestrymen of the St. Paul's Episcopal Church, of Franklin, \$2,450.
 To the treasurer of Howard Lodge, No. 13, Independent Order of Odd Fellows, of Gallatin, \$2,300.
 To the board of deacons of the Germantown Baptist Church, of Shelby County, \$1,250.
 The amendment was agreed to.
 The next amendment was, on page 91, to strike out lines 9 and 10, as follows:
 To G. S. Lannon, receiver of the Humboldt Female College, of Gibson County, \$4,100.
 The amendment was agreed to.
 The next amendment was, on page 91, to strike out lines 23 and 24, as follows:
 To the Cumberland University, of Lebanon, \$8,000.
 The amendment was agreed to.
 The next amendment was, on page 92, to strike out from line 5 to line 15, inclusive, as follows:
 To the Grand Lodge, Independent Order of Odd Fellows of the State of Tennessee, \$700.
 To the board of deacons of the First Baptist Church of Memphis, \$1,200.
 To the trustees of the Union University, of Murfreesboro, \$5,474.
 To the treasurer of the University of Nashville, \$7,300.
 To the trustees of Mount Olivet Methodist Episcopal Church South, of Nolensville, \$390.
 The amendment was agreed to.
 The next amendment was, on page 92, beginning in line 20, to strike out down to and including line 23, as follows:
 To the trustees of the Cumberland Presbyterian Church, of Pulaski, \$700.
 To the trustees of the Methodist Episcopal Church South, of Saulsbury, \$240.
 The amendment was agreed to.
 The next amendment was, on page 93, beginning in line 5, to strike out down to line 7, as follows:
 To the trustees of the Methodist Episcopal Church South, of Triune, Williamson County, \$3,800.
 The amendment was agreed to.
 The next amendment was, on page 93, beginning in line 12, to strike out down to and including line 17, as follows:
 To the trustees of Washington College, \$4,200.
 To the trustees of the Cumberland Presbyterian Church of Waverly, \$1,040.

To the trustees of the Eudora Baptist Church, of White Station, \$1,295.

The amendment was agreed to.

The next amendment was, on page 93, beginning in line 20, to strike out down to and including line 9, on page 24, as follows:

TEXAS.

To Mrs. Gertrude O'Bannon, of Hunt County, \$1,350.
To Mary A. Shaw, of Corpus Christi, Nueces County, \$700.
To Robert E. Williams, John T. Williams, Mary E. Williams, George M. Williams, and Ida Williams Eddy, heirs of estate of Robert M. Williams, deceased, of the city of Dallas, late a resident of Cooper County, Mo., \$1,140.

VERMONT.

To Henrietta V. Dale, widow of John J. Dale, deceased, of Windham County, \$124.06.

The amendment was agreed to.

The next amendment was, under the subhead "Virginia," on page 94, after line 10, to strike out:

To Thomas R. Hardaway, administrator of the estate of Alfred Anderson, deceased, of Amelia County, \$783.

To Edward Anderson, administrator of Mary Anderson, deceased, late of Alexandria County, \$8,150.

To Robert G. Griffin, Catharine H. Harris, and Isaac P. Cromwell, administrators of the estate of Hannah T. Cromwell, deceased, sole heirs of the estate of Robert Anderson, deceased, of York County, \$18,475.

To John H. Baker, of Clark County, Kans., formerly of Shenandoah County, Va., \$790.

To G. B. Wallace, administrator of estate of Robert N. Blake, deceased, late of Stafford County, \$1,790.

To Mary S. Bland, Anna Bland, and Sue P. Bland, legal heirs of Theodor Bland, deceased, late of Prince George County, \$3,600.

To Rosa M. Bowden, Zenobia Porter, Mary E. Bowden, and Martha Bowden Gustin, heirs of Lemuel J. Bowden, deceased, late of the city of Williamsburg, \$3,540.

To Francis M. Brabham, of Loudoun County, \$500.

To Solomon P. Brockway, of Augusta County, \$92.64.

To the heirs of John B. Brown, deceased, late of Alexandria County, \$800, to be proportioned as follows:

To Harriett A. Mills, four-ninths, or \$355.55.

To Addison M. Brown, one-ninth, or \$88.89.

To Willis A. Law, two-ninths, or \$177.78.

To Maye C. Law, two-ninths, or \$177.78.

To Mariah McDermott, administratrix of the estate of William Burley, deceased, late of Alexandria County, \$470.

To Caroline Carter, of Albemarle County, \$375.

To Francis F. Curtis, of Fauquier County, \$603.75.

To Alice E. Davis, heir of John C. Davis, deceased, late of Fairfax County, \$875.

To Margaret M. Donnelly, widow of Edward W. Donnelly, deceased, of Fauquier County, \$360.

To Lewis Ellison and Helen Louise Crawford, heirs of Lewis Ellison, deceased, late of James City, \$5,120.

To Hezekiah T. Embrey, administrator of Robert Embrey, deceased, of Fauquier County, \$826.

To Samuel Fitzhugh, administrator of the estate of Henry Fitzhugh, deceased, late of Stafford County, \$3,300.

To Margaret R. Shipley, administratrix of the estate of John Flower, deceased, late of Dinwiddie County, \$3,510.

To Noah Foltz, of Page County, \$300.

To Richard Fox, heir and sole residuary legatee of Capt. Nathaniel Fox, deceased, late a resident of Virginia, \$5,185.

To Newton E. Funkhouser and Charles E. Funkhouser, executors of Joseph E. Funkhouser, deceased, late of Frederick County, \$1,514.

To T. F. Gough, administrator of estate of Mary A. Gough, deceased, late of Frederick County, \$703.

To J. R. Allison, administrator de bonis non cum testamento annexo of Isaac Haynes, deceased, late a resident of Fairfax County, \$1,720.

To John C. Lutholtz, sole heir of Mary Lutholtz, deceased, of Shenandoah County, \$359.

To William F. McKimmy, administrator of the estate of John McKimmy, deceased, late of Loudoun County, \$1,240.

To Eleanor McWilliams, administratrix of Henry McWilliams, deceased, \$575.

To R. G. Johnson, administrator of estate of Lewis W. Mann, deceased, late of Loudoun County, \$500.

To Robert M. Wilkinson, administrator of the estate of Samuel Marsh, deceased, late of the city of Norfolk, \$830.

To John B. Myers, administrator of the estate of Alexander Myers, deceased, late of Charles City County, \$2,682.

To Elijah P. Myers, of Loudoun County, \$1,190.

To F. L. Williams, administrator of the estate of John S. Pendleton, deceased, late of Culpeper County, \$6,120.

To George W. Z. Black, administrator of the estate of Alexander Poland, deceased, late a resident of Loudoun County, \$4,200.

To Margaret A. Proctor, administratrix of Samuel K. Proctor, deceased, of Fauquier County, \$520.

To William H. Poland, administrator of the estate of John Poland, deceased, late a resident of Prince William County, \$2,017.

To John W. Kellar, administrator of the estate of Eliza J. Ricketts, deceased, of Washington County, \$645.

To Joseph Roberson, administrator of the estate of Joseph W. Roberson, deceased, of Fairfax County, \$420.

To the legal representatives of the estate of Felix Richards, deceased, late of Fairfax County, \$5,300.

To Joshua Sherwood, heir of Lewis A. Sherwood, deceased, late of Alexandria County, \$400.

To Sarah Lou Smith, Mary Ellen Smith, and Susan Virginia Smith, heirs of Sarah G. Smith, deceased, late of Stafford County, \$2,762.

To William H. Taliaferro, administrator of the estate of James G. Taliaferro, deceased, of King George County, \$8,910.

To John R. Taylor and Charles F. Taylor, of Fairfax County, \$4,323.

To Robert Waters, of Prince William County, \$558.

To W. C. Gill, administrator de bonis non of the estate of Edward O. Watkins, deceased, late of Chesterfield County, \$4,912.

To Addie L. Bailey, sole heir of William G. Webber, deceased, late of Norfolk County, \$450.

To Mary E. White, S. M. White, Robert D. White, Henry K. White, and Laura B. Alexander, heirs of Joshua White, deceased, of Clarke County, \$550.

To Joseph Williams, of Washington, D. C., formerly of Fredericksburg, Va., \$821.

To Samuel A. Wine, executor of Michael Wine, jr., deceased, late of Shenandoah County, \$750.

To the trustees of Mount Zion Old School Baptist Church, near Aldie, Loudoun County, \$275.

To the trustees of the Alfred Street Baptist Church, of Alexandria, \$900.

To the trustees of the First Baptist Church of Alexandria, \$3,900.

To the vestry of St. Paul's Episcopal Church of Alexandria, \$2,000.

The amendment was agreed to.

The next amendment was, on page 100, after line 19, to strike out:

To the trustees of the Washington Street Methodist Episcopal Church South, of Alexandria, \$4,600.

The amendment was agreed to.

The next amendment was, at the top of page 101, to strike out:

To the trustees of Grace Episcopal Church, of Berryville, \$650.

To the trustees of Zoar Baptist Church, of Bristersburg, \$700.

To the trustees of Westover Church, of Charles City County, \$750.

To the trustees of the Salem Baptist Church, of Clarke County, \$600.

To the trustees of the Baptist Church of Culpeper, \$1,750.

To the trustees of Fairfax Lodge, No. 43, Ancient Free and Accepted Masons, of Culpeper, \$700.

To the trustees of the Methodist Episcopal Church South, of Culpeper, \$1,850.

To the vestry of St. Stephen's Protestant Episcopal Church, of Culpeper, \$1,000.

The amendment was agreed to.

The next amendment was, on page 102, after line 4, to strike out:

To the wardens and vestrymen of St. Paul's Episcopal Church, of Culpeper County, \$700.

The amendment was agreed to.

The next amendment was, on page 102, after line 10, to strike out:

To the trustees of the Calvary Episcopal Church, of Dinwiddie Court House, \$520.

To the trustees of Liberty Church, of Dranesville, \$700.

To the trustees of Makemie Presbyterian Church, of Drummondtown, \$400.

To the trustees of the Methodist Episcopal Church of Drummondtown, \$300.

The amendment was agreed to.

The next amendment was, on page 102, after line 22, to strike out:

To the trustees of Union Church, of Falmouth, \$760.

The amendment was agreed to.

The next amendment was, on page 103, after line 2, to strike out:

To the trustees of Andrew Chapel, Methodist Episcopal Church South, of Fairfax County, \$450.

The amendment was agreed to.

The next amendment was, on page 103, after line 12, to strike out:

To the trustees of Grove Baptist Church, of Fauquier County, \$600.

To the trustees of Mount Horeb Methodist Episcopal Church South, of Fauquier County, \$150.

The amendment was agreed to.

The next amendment was, on page 103, after line 21, to strike out:

To the trustees of the Mount Zion Church of United Brethren, of Frederick County, \$800.

To the trustees of the Christian Church of Fredericksburg, \$2,125.

To the trustees of the Fredericksburg Baptist Church, of Fredericksburg, \$3,000.

To the trustees of Fredericksburg Lodge, No. 4, Ancient Free and Accepted Masons, of Fredericksburg, \$610.

To the trustees of the Presbyterian Church of Fredericksburg, \$2,625.

To the trustees of St. George's Episcopal Church, of Fredericksburg, \$900.

To the trustees of St. Mary's Catholic Church, of Fredericksburg, \$500.

To the trustees of the Shiloh (old site) Baptist Church, of Fredericksburg, \$1,500.

To the trustees of Ebenezer Methodist Episcopal Church South, of Garrisonville, \$600.

The amendment was agreed to.

The next amendment was, on page 104, after line 17, to strike out:

To the trustees of the Mount Zion Church of United Brethren, of Gloucester County, \$650.

To the trustees of the Muhlenberg Evangelical Lutheran Church, of Harrisonburg, Rockingham County, \$925.

To the vestry of St. Paul's Protestant Episcopal Church, of Haymarket, Prince William County, \$1,000.

The amendment was agreed to.

The next amendment was, on page 105, after line 2, to strike out:

To the trustees of Olive Branch Christian Church, of James City County, \$410.

To the trustees of the Methodist Episcopal Church South of Jefferson, \$325.

The amendment was agreed to.

The next amendment was, on page 105, after line 8, to strike out:

To the trustees of the Opequon Presbyterian Church, of Kernstown, \$1,750.

To the trustees of Fletcher Chapel, of King George County, \$1,500.

To the vestry of Lambs Creek Protestant Episcopal Church, of King George County, \$800.

To the trustees of the Methodist Episcopal Church of Lamberts Point, \$780.

The amendment was agreed to.

The next amendment was, on page 105, after line 18, to strike out:

To the trustees of the Presbyterian Church of Lovettsville, \$425.

To the trustees of the Presbyterian Church of McDowell, Highland County, \$150.

To the trustees of the Methodist Episcopal Church South of Marshall, \$600.

To the trustees of the Presbyterian Church of Marshall, \$300.

To the trustees of Massaponax Baptist Church, of Massaponax, \$195.

To the trustees of the Methodist Episcopal Church South of Middleburg, \$195.

To the trustees of the Methodist Episcopal Church of Middletown, \$851.

The amendment was agreed to.

The next amendment was, on page 106, after line 10, to strike out:

To the wardens of the St. Thomas Episcopal Church, of Middletown, \$600.

The amendment was agreed to.

The next amendment was, on page 106, after line 20, to strike out:

To the trustees of Roper Church, of New Kent County, \$250.

To the trustees of the Oak Grove Methodist Episcopal Church, of Norfolk County, \$1,290.

To the trustees of the Downing Methodist Episcopal Church South, of Oak Hill, \$235.

To the trustees of the New Hope Baptist Church, of Orange County, \$150.

To the trustees of the Methodist Episcopal Church South of Paris, \$200.

To the wardens and vestrymen of the Merchant's Hope Protestant Episcopal Church, of Prince George County, \$1,150.

To the trustees of the Methodist Episcopal Church South of Pungoteague, \$780.

To the St. George Protestant Episcopal Church, of Pungoteague, \$2,800.

The amendment was agreed to.

Mr. BACON. Mr. President, I dislike to interrupt the progress of the consideration of this bill, but it strikes me that the situation is not exactly fair to Senators. The bill was taken up this morning, and the question was distinctly presented whether the bill should be read through or whether it should be read for amendment; and the Senator from Massachusetts [Mr. LODGE] insisted that the bill should be read through without being taken up for amendment. There is now, I understand, an agreement to the contrary on the part of some of the Senators, that the Senate shall proceed with the bill for the purpose of acting upon amendments.

This is a bill in which almost every Senator in this Chamber is interested, and interested particularly in these amendments, and Senators have evidently absented themselves, gone to luncheon, and to their committee rooms, and so forth, with the understanding that the bill was simply to be read and that no amendments were to be acted upon until after the bill had been read. I speak for myself when I say that there has been an amendment already acted upon, the adoption of which I certainly would have opposed if I had been present. I was absent, as most Senators are, during the lunch hour, and I think it is hardly fair to the great body of Senators to proceed in this way when we have a comparatively empty Chamber. I presume almost every Senator interested in this bill like myself has been absent during the luncheon hour upon the understanding that the bill would be proceeded with under the order already made.

I do not wish to interfere, but I want to suggest to the Senator in charge of the bill that Senators will feel that they have not been treated with perfect fairness in regard to the matter.

Mr. CRAWFORD. I will say to the Senator from Georgia that when I called up the bill I requested that its formal reading be waived and that it be read for amendment. The Senator from Massachusetts asked for the first formal reading of the bill, and the clerk proceeded to comply with that request. He himself afterwards moved that the formal reading be dispensed with and that the bill be read for amendment.

Mr. BACON. The Senator will pardon me for a suggestion. Not only was it as stated by him, but, in addition thereto, after the Senator from Massachusetts had asked for the reading of the bill, the Senator from South Dakota asked if he would not

consent that it be taken up and read for amendment, and the Senator from Massachusetts declined and desired that the bill be read in full, which emphasized the fact that the bill would be read in its entirety.

Mr. CRAWFORD. I simply want to say to the Senator that the fact that the bill is now being read for amendment is not due to any action on the part of the chairman of the committee in charge of the bill, but is due to the fact that the Senator who insisted on its formal reading himself moved that the formal reading be dispensed with and that the bill be read for amendment, which was agreed to by unanimous consent. So that it is hardly fair to put the chairman of the committee in the attitude of continuing in this way through some motion of his own, when it is the result of a motion made by the Senator who himself had asked for the formal reading of the bill.

Mr. BACON. If the Senate had been put upon notice of the change, of course there could be no possible criticism of what has been done; but having left the Chamber, and with Senators absent on the understanding referred to, and absent at a time when most of them are usually absent, it seems to me it is but fair that they should be put upon notice of the fact that a bill in which they are all interested had been given a different direction from that which they understood would be followed. I do not know of any remedy in the matter except to reserve every amendment that is acted upon now and have it acted upon again in the Senate. That will be the result, and the Senator will not gain any time by this procedure. That is undoubtedly what will result—that every amendment will be reserved.

Mr. CRAWFORD. I wish again to disclaim being responsible for that situation. There was a good number of Senators here, and the Senator from Massachusetts, who had asked for the formal reading, himself made the request here in the open Senate; all who were present were, of course, apprised of it, and there was no objection to it. It was acted upon.

I assure the Senator from Georgia that there are too many complications connected with and too large a number of items in this bill for me in the slightest degree to involve the Senate in any unnecessary repetition of its work, and I have no such purpose.

Mr. BACON. I am not reflecting upon the Senator in any way, but I thought it proper to call attention to the fact that a bill in which all Senators, with scarcely an exception, have a more or less direct interest is being proceeded with in this way when they are not informed of the fact.

Mr. CLARKE of Arkansas. Mr. President, I do not think the manner in which the Senator from South Dakota is proceeding is prejudicial at all to the interests of those who desire this bill passed. Reference to the history of the bill here will confirm what I say.

This bill was prepared for passage at the last session of Congress. In the draft presented to the Senate individual claims were largely omitted and the provisions of the bill confined to adjudicated claims in favor of churches and schools. There is such a great congestion of claims that if all were included in the bill at this time the consideration of the bill would be protracted beyond the time the Senate would be willing to devote to its attention. I think we make real progress when we separate the bill with reference to the class of claims to be included in it and to get out of the way of disputed claims those whose validity and propriety are admitted.

I do not believe that if every Senator interested in this bill was in his seat there would be serious objection to the manner in which the Senator from South Dakota is now proceeding. Whatever differences of opinion exist between the two Houses can and will be reconciled in conference, where the different views may be presented, and those claims as to which there is disagreement can be remitted for subsequent consideration.

I approve entirely of what the Senator from South Dakota is doing, because I believe it is in the interest of an expeditious disposition of a very large and pressing class of claims and one for which there is being made a more earnest and more repeated appeal from my section of the country than for any other items in the bill.

The PRESIDING OFFICER (Mr. JOHNSTON of Alabama in the chair). The reading of the bill will be proceeded with.

The Secretary resumed and continued the reading of the bill to the end of line 18 on page 107.

Mr. GALLINGER. Mr. President, I desire to ask the chairman of the committee—perhaps I ought to know without asking the question—whether these church claims are claims which grew out of the Civil War.

Mr. CRAWFORD. All of them, Mr. President, and all of them which are reported favorably by the committee are for

churches that were destroyed, and destroyed not as a military necessity, but destroyed while occupied as storehouses or hospitals or were destroyed for the purpose of using the material in the construction of bridges and things of that sort.

Mr. GALLINGER. I will ask the Senator a further question as to the approximate number of claims of a similar nature that have been filed, which are now before the committee and have not been acted upon and are not in this bill. Are these claims for the destruction of churches a half a century ago constantly coming in?

Mr. CRAWFORD. The items of that character which are in this bill are mostly claims that have been reported from the Court of Claims during the last 10 years, up to and including the year 1911. This bill, however, as reported by the committee contains a clause which, if it should go through and meet with the approval of the President of the United States, will stop the sending of any further claims of this character to the Court of Claims; and I think that is one of the best provisions in the bill as reported by the committee.

Mr. GALLINGER. If that be so, and if that could be settled now and forever, it would be a substantial reason in my mind why the bill should pass. But I will ask the Senator if a future Congress may not repeal that provision in the pending bill?

Mr. CRAWFORD. Undoubtedly, Mr. President. Bars which have been erected repeatedly against these claims have been overridden by Congress, and I presume that could happen again.

Mr. GALLINGER. I am not going to make any factious opposition to this class of claims, but it has seemed to me extraordinary, absolutely incomprehensible, that we should have bills of this character, reimbursing for the destruction of churches in whole or in part, presented to Congress 50 years after the close of the war.

I recall the fact that two or three years ago a very distinguished Senator on the other side of the Chamber declared in debate—possibly he spoke a little hurriedly—that these cases were all fraudulent and that it was time we stopped paying any of them.

Mr. OVERMAN. Mr. President, I think the Senator from New Hampshire is mistaken about that. I think he refers to the cotton claims and claims for the destruction of property, but not to churches.

Mr. GALLINGER. Well, the Senator from New Hampshire is absolutely correct in what he has said, as he remembers it. I said possibly the Senator spoke somewhat hurriedly.

Mr. CLARKE of Arkansas. No, Mr. President, I did not speak hurriedly, but I did not speak about church claims. Their claims do not sound in positive right. They are somewhat of a military benevolence. Claims of this character came in for consideration at the instance of former Senator Hoar of Massachusetts. It was not intended that they should be scrutinized from a legal standpoint as are individual claims. I spoke of claims for the destruction and consumption of property by the Army. I have said repeatedly that at this late day and time it is utterly impossible to get at the right of one per cent of them, and they are worked up by claim agents and constructive claimants, persons who are constructively and remotely interested in them. I have no better opinion of them than I have of the French spoliation claims; and I do not hesitate to express myself. But these church claims are on an entirely different footing. It is a matter of the benevolent recognition of the ravages of war upon a subject against which war is not usually directed.

Mr. CRAWFORD. If the Senator from New Hampshire will look through the bill as reported by the committee and the report made by the committee, I think he will find ample evidence of the desire on the part of the committee to rid this bill of the objectionable claims which he has in mind, because I think the report of the committee eliminates about four-fifths of the private claims. If this is sustained here, the conference committee will have to settle the question upon its merits as between the two Houses.

Mr. GALLINGER. Mr. President, I have been gratified, in looking at the bill, to observe that a very large proportion of that class of claims has been stricken from it.

I will not enter into a controversy with my good friend the Senator from Arkansas as to the exact language he used, but will content myself by suggesting to him that if he will go back to the Record he will find that I have stated the case substantially correct.

I simply rose for the purpose of expressing the hope that after the passage of this bill we would stop—

Mr. CLARKE of Arkansas. I join with the Senator in that hope.

Mr. GALLINGER. That we would pay these little claims, some of which are just, while probably a great many have been worked up by claim agents—

Mr. CRAWFORD. May I give notice?

Mr. GALLINGER. Certainly.

Mr. CRAWFORD. I simply desire to keep this bill before the Senate during the morning hour until it is disposed of, to carry out my obligations to Senators whom I promised I would bring up the bill.

Mr. GALLINGER. I have now said all I care to say, Mr. President.

IMPEACHMENT OF ROBERT W. ARCHBALD.

The PRESIDENT pro tempore (Mr. BACON) having announced that the time had arrived for the consideration of the articles of impeachment against Robert W. Archbald, the respondent appeared with his counsel, Mr. Worthington, Mr. Simpson, and Mr. Robert W. Archbald, jr.

The managers on the part of the House of Representatives appeared in the seats provided for them.

The PRESIDENT pro tempore. The Senate is in session as a Court of Impeachment. The Sergeant at Arms will make proclamation.

The Assistant Sergeant at Arms (Mr. E. Livingstone Cornelius) made proclamation as follows:

"Hear ye! Hear ye! The Senate of the United States, sitting as a Court of Impeachment, is now in session."

The PRESIDENT pro tempore. Senators who are present and have not taken the oath required in the impeachment case will present themselves at the desk for that purpose. The names of the Senators who have not so taken the oath will be called by the Secretary.

The Secretary called the names of Mr. CHILTON, Mr. DAVIS, Mr. LEA, and Mr. OWEN.

Mr. DAVIS advanced to the desk and the oath was administered to him by the President pro tempore.

The PRESIDENT pro tempore. The Senate sitting as a Court of Impeachment is now ready to proceed with the case. The Journal of the proceedings of the last day of the Court of Impeachment will be read.

The Journal of yesterday's proceedings was read and approved.

Mr. CULBERSON. Mr. President, I suggest the absence of a quorum.

The PRESIDENT pro tempore. The Senator from Texas suggests the absence of a quorum. The Secretary will call the roll.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Curtis	McCumber	Shively
Bacon	Davis	McLean	Simmons
Bankhead	Dixon	Martin, Va.	Smith, Ariz.
Borah	du Pont	Martine, N. J.	Smith, Ga.
Brandegee	Fletcher	Massey	Smith, Md.
Bristow	Foster	Myers	Smith, Mich.
Brown	Gallinger	O'Gorman	Smoot
Bryan	Gardner	Overman	Stephenson
Burnham	Guggenheim	Page	Sutherland
Burton	Hitchcock	Penrose	Swanson
Clapp	Jackson	Perkins	Thornton
Clark, Wyo.	Johnson, Me.	Perky	Townsend
Clarke, Ark.	Johnston, Ala.	Poindexter	Wetmore
Crane	Kenyon	Pomerene	Works
Culbertson	La Follette	Richardson	
Cullom	Lippitt	Root	
Cummins	Lodge	Sanders	

Mr. WORKS. The senior Senator from Washington [Mr. JONES] is necessarily absent on business of the Senate.

Mr. PENROSE. My colleague [Mr. OLIVER] is necessarily absent from the Chamber on account of his recent illness.

Mr. PAGE. I am still compelled to report the illness of my colleague [Mr. DILLINGHAM].

The PRESIDENT pro tempore. On the call of the roll of the Senate 65 Senators have responded to their names. A quorum of the Senate is present.

Mr. Manager CLAYTON. Mr. President, the managers desire to call the attention of the court to a verbal inaccuracy in the proceedings of yesterday. It, perhaps, is immaterial—

Mr. BORAH. Mr. President, I should like to submit a matter for the consideration of the managers, and I presume it should be submitted through the President pro tempore.

The PRESIDENT pro tempore. The Senator will send it to the desk.

Mr. Manager CLAYTON. May I correct the printed record of yesterday before the managers are required to consider other matters?

The PRESIDENT pro tempore. The manager will proceed.

Mr. Manager CLAYTON. As I was proceeding to say, Mr. President, perhaps this slight verbal inaccuracy is immaterial to the statement as made on yesterday, but for the sake of better English I desire to have a correction made in the record.

At the bottom of page 110 of the proceedings No. 5 had on yesterday, and on page 27, toward the top, of the CONGRESSIONAL RECORD, I desire to make a correction in this sentence:

The conduct of this judge has been exceedingly reprehensible and in marked contrast with the high sense of judicial ethics and probity which generally characterize American judges.

There should be a period there, and I desire to have a period. Then in lieu of the dash and in lieu of the word "that" I desire a new sentence to begin with the word "Let," so that the paragraph will read:

The conduct of this judge has been exceedingly reprehensible and in marked contrast with the high sense of judicial ethics and probity which generally characterize American judges. Let unworthy judges be shorn of power so that an upright and independent judiciary may be maintained for the perpetuation of our government of laws.

Instead of "government of law."

The PRESIDENT pro tempore. The correction will be made as desired by the manager.

Mr. Manager CLAYTON. Mr. President.

The PRESIDENT pro tempore. If the manager is through with the correction, the Chair will submit the matter which has been presented by the Senator from Idaho [Mr. BORAH]. The Senator from Idaho propounds, in writing, the following inquiry for the consideration of the managers, and the Secretary will read it.

The Secretary read as follows:

Are the managers prepared at this time to present their brief as to our power to impeach for offenses or acts which were not committed or done during the term of the office which the party charged now holds?

Mr. Manager CLAYTON. Mr. President, on behalf of the managers, in reply to the suggestion, I beg to say that that question has been thoroughly considered by the managers, and they have no doubt that this judge can be impeached for a misbehavior of a grave character that he may have committed while he held the office of district judge, his tenure of the one having dovetailed into the tenure of the present office.

We have gathered as best we could the authorities to sustain that position. We began with the celebrated case of Judge Barnard, which is familiar, I assume, to all the lawyers in this body, and we have collated the other authorities touching upon that subject that we could find. We have made a brief, and we are prepared to make the argument on that proposition.

But, Mr. President, the managers have not up to this time deemed it proper or, I might say, advisable to bring that question to the attention of the court for the reason that we are pursuing in this case the practice which was pursued in other cases, notably the practice in the Swayne case. After the statement of facts in that case, as the present occupant of the chair knows, immediately the managers began the introduction of their witnesses, and neither the law nor the facts bearing upon any phase of the different controversies involved in that case were argued until the respondent had also made his opening statement and introduced his witnesses; and after all the witnesses had been examined, then the case was opened for discussion both upon the law and the facts.

So, Mr. President, the managers have followed what they deemed the practice to be in like cases.

Then another reason, Mr. President, why the managers have not brought that argument or that question to the attention of the Senate is because the managers were under the impression that the question itself had not been raised by the respondent or his counsel, and the managers thought as lawyers conducting this case that it was quite sufficient for them to take care of every question, both of law and fact, when that question was raised.

Notwithstanding this view, the second reason that I have assigned, it was, however, the intention of the managers to invite the attention of the Senate to a consideration of that question in the orderly way in which the argument was conducted in the Swayne case and, I think, in other cases, because the managers realize that although the respondent or his counsel might not have raised that question they knew that the Senate would wish to be advised upon all the law of the subject, whether the respondent saw proper to raise any particular question or not.

I may say, therefore, Mr. President, while we are prepared to argue that proposition now, we do not think it advisable in view of what we have said, and in view of the further fact that we have a multitude of witnesses here now whom we expect to examine, and we had expected to proceed with the examination of the witnesses at this time, and in order that some of these witnesses who are away from their business might go home.

Therefore, Mr. President, unless the Senate shall indicate its desire that the managers do so it is not the purpose of the managers at this time to submit an argument on the question which has been suggested by the Senator from Idaho.

Mr. WORTHINGTON. Mr. President, the counsel for the respondent have considered very carefully the question of raising at the beginning of the proceedings the question as to the impeachability of any of the offenses set forth in any of these articles. The answer to each article begins with an averment that the article does not set forth an impeachable offense; that the facts stated, if true, do not make the respondent responsible under the Constitution to this tribunal. We concluded that these questions—and in that we agree with the managers—might be left until the evidence is closed. That course was pursued in the Swayne case and in the other impeachment cases, except in the case of Secretary Belknap, which was the last case before the Swayne case. In the Belknap case his counsel filed an answer which raised the question whether, as he was no longer a civil officer of the Government, he could be impeached. After a very long and able discussion of that question, a majority of the Senate held that he could be impeached notwithstanding the fact that he was no longer in the service of the Government. But less than two-thirds so held. Accordingly Belknap's counsel refused to file any answer on the merits, because more than one-third of the Senate had voted that the Senate had no jurisdiction. The case went on to a final conclusion, and then all the Senators, with the exception of two, who had voted at the beginning that the court had no jurisdiction, voted not guilty on that ground.

I may add, Mr. President, that in what Mr. Manager CLAYTON has just said the managers are not to assume that we yield the point which has been suggested by the Senator from Idaho.

Mr. Manager CLAYTON. Mr. President, in reply to the suggestion just interposed by the counsel for the respondent, the managers did credit to the honorable counsel to believe that he would raise that question before these proceedings were concluded. However, we believed and now believe that it would be proper for the Senate to know it, whether he raised it or not, and we prepared to give our view on that question and for that additional reason. We thought the counsel for the respondent was too good a lawyer not to avail himself of every possible defense that the respondent might be entitled to.

Mr. President, I therefore assume that the Senate does not at this time wish the managers to discuss the proposition which was suggested by the honorable Senator from Idaho.

Mr. President, we would like to have the witnesses called. Before having the witnesses called I desire to make a very brief statement, and that is that for the proper investigation of this case it has been necessary to bring here by subpoena a large number of witnesses. Many of these witnesses are men of affairs, of great affairs, in the business world, and the managers have undertaken to have enough witnesses before the Senate each day to occupy the entire time of the session daily. We have taken the liberty of telling some of the gentlemen who will be used as witnesses that we will call them hereafter by wire, and when they do come in response to such wire when we shall need them, we shall ask that they be then sworn and examined. We have therefore present to-day a part only of the witnesses on behalf of the House of Representatives.

We therefore ask at this time that the Secretary read the whole list of witnesses on behalf of the managers on the part of the House of Representatives, and then after that list is read I will do as the Chair may suggest, either have all the witnesses sworn en bloc or have each one sworn separately as we produce him to testify. If the Chair would prefer that each witness be sworn separately as he is produced, that course will be followed.

The PRESIDENT pro tempore. The presumption is that the Senate will allow the managers to pursue their own course in that matter.

Mr. Manager CLAYTON. I would therefore ask that the witnesses be called, and all of them required to enter the Chamber who are present to-day and that the oath be administered to them.

The PRESIDENT pro tempore. The Secretary will call the names of those who are here. Does the manager ask that the entire list of witnesses be now read?

Mr. Manager CLAYTON. Yes, sir.

Mr. WORTHINGTON. That is, witnesses for the managers.

Mr. Manager CLAYTON. Witnesses for the managers. Of course, I have no control and no disposition to control the matter of witnesses for the respondent.

The PRESIDENT pro tempore. The Secretary will read the list.

The Secretary read as follows:

WITNESSES UPON WHOM SERVICE HAS BEEN MADE.

Leo Weil, Pittsburgh, Pa.
Edward Loomis, New York City, N. Y.
W. H. Truesdale, New York City, N. Y.
John L. Seager, New York City, N. Y.
Douglas Swift, New York City, N. Y.
Eben B. Thomas, New York City, N. Y.
William S. Jenney, New York City, N. Y.
T. J. Farrell, New York City, N. Y.
Henry E. Mecker, New York City, N. Y.
George Russell, New York City, N. Y.
John Henry Jones, Scranton, Pa.
W. L. Fryor, Scranton, Pa.
Harry C. Reynolds, Scranton, Pa.
James H. Rittenhouse, Scranton, Pa.
John M. Robertson, Scranton, Pa.
Edward R. W. Searle, Scranton, Pa.
Charles F. Conn, Scranton, Pa.
Miss Mary Boland, Scranton, Pa.
Rollin E. Carr, Scranton, Pa.
Charles W. Gunster, Scranton, Pa.
William A. May, Scranton, Pa.
Edwin M. Rine, Scranton, Pa.
C. H. Von Storch, Scranton, Pa.
Wrisley Brown, Washington, D. C.
A. F. Gallagher, Washington, D. C.
B. H. Meyer, Washington, D. C.
W. W. Watson, Scranton, Pa.
Miss Veda M. Barber, Scranton, Pa.
F. L. Bellin, Scranton, Pa.
Walter S. Bevan, Scranton, Pa.
James E. Brown, Scranton, Pa.
Alonzo Davis, Scranton, Pa.
Frank E. Donnelly, Scranton, Pa.
Henry W. Edwards, Scranton, Pa.
W. J. Fitzgerald, Scranton, Pa.
Rt. Rev. M. J. Hoban, Scranton, Pa.
John P. Kelly, Scranton, Pa.
Henry A. Knapp, Scranton, Pa.
E. C. Newcomb, Scranton, Pa.
Joseph O'Brien, Scranton, Pa.
Walter L. Schlager, Scranton, Pa.
Samuel H. Swingle, Scranton, Pa.
John Van Bergen, Scranton, Pa.
John R. Wilson, Scranton, Pa.
Clarence S. Woodruff, Scranton, Pa.
T. Ellsworth Davis, Scranton, Pa.
Martin J. Campion, Scranton, Pa.
John Henry Jones, Scranton, Pa.
Alton Kizer, Scranton, Pa.
W. L. Pryor, Scranton, Pa.
John M. Robertson, Scranton, Pa.
W. W. Scranton, Scranton, Pa.
L. A. Watres, Scranton, Pa.
Charles H. Welles, Scranton, Pa.
W. G. Vandewater, Scranton, Pa.
Mary F. Boland, Scranton, Pa.
D. R. Reese, Scranton, Pa.
Thomas Howell Jones, Scranton, Pa.
James E. Heckel, Scranton, Pa.
Fred W. Jones, Scranton, Pa.
Thomas Howell Jones, Scranton, Pa.
Frederick Warnke, Scranton, Pa.
James R. Dainty, Scranton, Pa.
Thomas J. Foster, Scranton, Pa.
Frederick Warnke, Scranton, Pa.
Frank P. Christian, Scranton, Pa.
V. L. Peterson, Scranton, Pa.
W. W. Rissinger, Scranton, Pa.
Edward J. Williams, Dunmore, Pa.
Francis Rawle, Philadelphia, Pa.
David Newlin Fell, Philadelphia, Pa.
George F. Baer, Philadelphia, Pa.
B. F. Crowe, Philadelphia, Pa.
John G. Johnson, Philadelphia, Pa.
Frederick W. Fleitz, Scranton, Pa.
John M. Garman, Wilkes-Barre, Pa.
J. M. Humphrey, Wilkes-Barre, Pa.
H. W. Saums, Wilkes-Barre, Pa.
Thomas Darling, Wilkes-Barre, Pa.
J. B. Woodward, Wilkes-Barre, Pa.
Henry Bellin, Jr., Scranton, Pa.
Joseph F. Jennings, Scranton, Pa.
F. A. Johnson, Scranton, Pa.
William P. Boland, Scranton, Pa.
Anna M. Blackmore, Scranton, Pa.
Christopher G. Boland, Scranton, Pa.
Reese A. Phillips, Scranton, Pa.
Wallace M. Ruth, Scranton, Pa.
John T. Lenahan, Wilkes-Barre, Pa.
B. W. Beardsley, Peckville, Pa.
John W. Berry, Pittston, Pa.
Richard Bradley, Peckville, Pa.

The PRESIDENT pro tempore. The Secretary will now proceed to read the names of witnesses who are present in order that they may be sworn.

Mr. Manager CLAYTON. I suppose, Mr. President, that it would be a difficult matter for the Secretary to call the names of witnesses.

The PRESIDENT pro tempore. Are the managers prepared to furnish the names of those whom they now wish to be sworn? If so, they will be called into the Chamber.

Mr. Manager CLAYTON. We will proceed to swear each witness as we produce him.

The PRESIDENT pro tempore. Very well, if that course is preferred.

Mr. Manager CLAYTON. And, Mr. President, in the division of labor, we have decided that Mr. Manager WEBB, of North Carolina, shall examine the first witness; and the first witness that we now ask to call is Mr. Edward J. Williams.

Mr. Edward J. Williams entered the Chamber.

The PRESIDENT pro tempore. Please give your name and place of residence to the Secretary.

Mr. WILLIAMS. Edward J. Williams, 626 South Blakely Street, Dunmore, Pa.

Edward J. Williams sworn and examined.

Mr. Manager WEBB. Mr. President, is it desired that the witness shall sit or stand?

The PRESIDENT pro tempore. The present position of the witness is probably the one from which he can be best heard by the Senate.

Mr. Manager WEBB (to the witness). What is your full name, Mr. Williams?

Mr. WORTHINGTON. Mr. President, may I ask a question? The practice differs. In some courts it is required that counsel examining a witness shall stand; but it is not customary where I have been; and I presume it is a matter about which the examining counsel or manager may use his judgment.

The PRESIDENT pro tempore. Absolutely on both sides. The managers and counsel may assume such posture as they prefer.

Mr. POINDEXTER. Mr. President, is it required that the witness should remain standing while he is giving his testimony?

The PRESIDENT pro tempore. The Chair directed that he should, because he did not think that if the witness took his seat he could be heard on the other side of the Chamber.

Mr. POINDEXTER. I beg the Chair's pardon. I did not hear the order of the Chair.

The PRESIDENT pro tempore. It is for that purpose that it was directed that the witness should stand; otherwise, of course, he would be permitted to sit.

Q. (By Mr. Manager WEBB.) State your full name, Mr. Williams.—A. Edward J. Williams.

Q. Where were you born?—A. Born in Wales.

Q. How old were you when you came to America?—A. I am 73 now, and I was born in 1840. I came here in 1866.

Q. You came here when 26 years old?—A. I came in 1866.

Q. In 1866?—A. Yes.

Q. Where have you lived since that time?—A. I first lived in Schuylkill County.

Q. Where do you live now?—A. I live in Dunmore.

Q. What is the name of the town?—A. I have lived in Olyphant before—42 years.

Q. How far is Olyphant from Scranton?—A. Six miles.

Q. Six miles from Scranton?—A. Yes, sir.

Q. How often have you visited Scranton during the last three or four years?—A. Mostly every day except Sunday.

Q. Did you have an agreement with Judge Archbald to purchase what is known as a culm dump from one Robertson and from the Erie Railroad Co.?—A. No, sir; I never had an agreement with him.

Q. State to the Senate what connection you and the judge had, if any, about the leasing of a culm dump from Robertson & Law and from the Hillside Coal & Iron Co.—A. It was not a lease, sir.

Q. Call it an "option."—A. It was an option to buy from the Erie their part—there were two owners to it—for \$4,500.

Q. That is from the Erie?—A. From the Erie—and \$3,500 to Mr. Robertson for his part.

Q. Making a total that you were to give them of \$8,000?—A. Eight thousand dollars; yes, sir.

Q. Robertson & Law owned one part of it; is that right?—A. Robertson & Law.

Q. And the Erie Railroad Co., which owns the Hillside Coal & Iron Co., owned the other half?—A. Yes, sir.

Q. What did Judge Archbald have to do with it?—A. Why, the judge did not have anything to do any more than he gave me a letter to Capt. May; that is all he done.

Q. When was it that the judge gave you a letter to Capt. May?—A. Well, I do not remember exactly the date of it.

Q. What May is that—W. A. May?—A. W. A. May; yes, sir.

Q. Superintendent of the Hillside Coal & Iron Co.?—A. Yes, sir.

Q. Which is owned by the Erie Railroad Co.?—A. Yes, sir.

Q. Do you know when that letter was written by Judge Archbald to Mr. May?—A. I can not remember—I do not remember the date.

Q. Let me ask you if this is the letter:

SCRANTON, PA., March 31, 1911.

W. A. MAY, Esq.,
Superintendent Hillside Coal & Iron Co.

DEAR SIR: I write to inquire whether your company will dispose of your interest in the Katydid culm dump belonging to the old Robertson & Law operation, at Brownsville? And if so, will you kindly put a price upon it?

Yours, very truly,

R. W. ARCHBALD.

Is that the letter?

A. I do not think so. I think that he only recommended me to him.

Q. Only recommended you to Mr. May?—A. Yes, sir.

Q. Did you ever see this letter [exhibiting]?—A. I never saw it; I never opened the letter. I took the letter as it was written.

Q. In consequence of the letter that you did take you went to Mr. May?—A. Yes, sir.

Q. What did he tell you?—A. Mr. May was not very willing to give it at the time.

Q. Did he talk roughly to you?—A. No; he did not.

Mr. WORTHINGTON. One moment. I submit, Mr. President, we had as well try this case with some appearance of conformity to the rules of a court. That was a leading question, which ought never to have been asked and should not be allowed to be answered.

The PRESIDENT pro tempore. Counsel, as far as possible, will avoid leading questions.

Mr. Manager WEBB. Mr. President, later on, I think, it will be developed that it will be absolutely necessary to ask the Senate to cross-examine this witness. I shall conform as far as possible to the ordinary rules in an ordinary court, but, of course, we realize that this court has no limits as to its discretion as to what evidence shall be introduced.

Mr. WORTHINGTON. I should not like, by sitting silent, for a moment to consent to that proposition. I understand the Senate of the United States has held in every impeachment trial that it is governed by the rules of evidence.

Q. (By Mr. Manager WEBB.) Did you say that he did not want to consider the proposition when you first went to him with the letter of recommendation?—A. No; he did not give it to me.

Q. What did you do then?—A. He did not say he would give it to me.

Q. Did he decline to give you the option?—A. Well, he did not give it to me.

Q. Did he decline to do it?—A. Well, I do not remember exactly what his words were—his answer to me.

Q. Do you not know what his words were?—A. I did not get it; that is all.

Q. You want it to stand that way—that you did not get it?—A. Yes, sir.

Q. What did you do then when you did not get it? Did you go to Judge Archbald and tell him about it?

Mr. WORTHINGTON. I submit, sir, that we ought not to have this leading style of interrogatories until something has appeared to justify it. Before a committee of inquiry it seems to be the custom to lead the witness to say what he is expected to say; but I submit that in a tribunal which has the form and dignity of a court the witness should be allowed to testify and not counsel. Over and over again in impeachment proceedings the fact that a leading question was asked has been ruled to be improper, and over and over again the Presiding Officer has warned counsel not to ask leading questions. If it is necessary to inform the Senate about that, we can send for the history of these cases and read from the record. It ought not to be necessary; but certainly the managers know as well as we do that leading questions are prohibited here as well as in any court, unless there may be some exceptional case where the Senate may be satisfied that it is proper to do so because the witness is endeavoring to conceal the facts.

Mr. Manager WEBB. Mr. President, this is not what could be construed as a leading question. I do not want the witness to tell me every little transaction he did outside of the main feature of this case. I simply asked him if he went to Judge Archbald. I do not want him to detail a great many other things. I want to bring him up for the sake of time.

Q. (By Mr. Manager WEBB.) Tell what you did with reference to Judge Archbald after you did not get the option from Capt. May.—A. I told the judge that I did not get it; that is all.

Q. How long after you saw May was it that you told the judge you did not get it?—A. Right away.

Q. What did the judge say?—A. Well, the judge said he would see about it.

Q. What else did the judge say?—A. That is all.

Q. I ask you if he said anything about going to New York and seeing Mr. Brownell, general counsel of the Erie Railroad Co.

Mr. WORTHINGTON. I object to that as a leading question. As the court will see, in starting out, to have the manager do the testifying for a witness ought not to be allowed here in any case, and especially in such a case as this. The witness has not yet shown any indisposition to tell the truth. The managers are assuming that he is concealing facts, but nothing has appeared to justify that assumption. Why should not the manager write out what it is desired the witness shall say? Let me read from a case I have had occasion to cite on that subject in the Supreme Court of the United States. I think, perhaps, we may just as well spare the time now as on any other occasion, as this is the beginning of this trial. I read from an opinion delivered by the present Chief Justice of the Supreme Court in the case of Putnam against the United States in 162 United States Reports. In the conclusion of the opinion in that case, where this question was involved, the Chief Justice said:

Brevity prevents a detailed review of the other cases on this subject previously mentioned in the margin hereof. Suffice it to say that an examination discloses that they all rest upon the mistaken idea which we have pointed out. Indeed, if the principles upon which these cases necessarily rest are pushed to their logical conclusion, they not only under the guise of an exception overthrow the general rule as to refreshing memory but also subvert the elementary principles of judicial evidence. The fact that these consequences are the legitimate and necessary outcome of the cases we have reviewed depends not on mere abstract reasoning but is demonstrated by the case of *People v. Kelly* (113 N. Y., 647, 651, 1889). In that case, upon the sole authority of *Bullard v. Pearsall*, it was held that where inconsistent or adverse statements had not been given by a witness for the State but, from mere forgetfulness or a wish to befriend the accused, the witness had omitted to testify to certain details, error had not been committed by the court in allowing the prosecuting attorney, for the purpose of refreshing the recollection of the witness, to inquire of him whether he

had not testified to the omitted facts before the committing magistrate and grand jury, and, upon his admission that he had done so, to ask if the statements theretofore made were not true, and that the affirmative reply of the witness was competent evidence to submit to the jury. Not only the error but the grave consequences to result from such a doctrine were aptly pointed out by Chief Justice Shaw in *Commonwealth v. Phelps* (11 Gray, 73), where an attempt was made to refresh the memory of a witness by reference to testimony before a grand jury not contemporaneously given.

Mr. President, that was a case in which the attention of the witness was called to statements he had previously made for the purpose of refreshing his memory that he had testified otherwise. Now, the managers, instead of doing that, are undertaking to do what is much more objectionable—putting language into the mouth of the witness here without calling his attention to anything that he has said heretofore. Counsel have no right to cross-examine except upon the theory that somewhere the witness has said things as to which he is being examined. I submit, Mr. President, that we ought not to start out in this trial of the respondent, who sits here, and have it concluded by the testimony of witnesses as to a matter so important that it might be vital to him without letting the witness in the first place go on and tell his story and see what he says, and then, if it is sought to put words in his mouth, let the Senate, after hearing him through, determine whether or not it is a case in which that sort of procedure shall be allowed.

The PRESIDENT pro tempore. Does counsel object to the question propounded?

Mr. WORTHINGTON. We object to the question propounded for the reasons I have stated.

The PRESIDENT pro tempore. The manager will please state the question, so that it may be reduced to writing.

Mr. Manager WEBB. I asked the witness, when he returned from Mr. May, who had declined to allow him an option, what Judge Archbald said, and if he said anything about going to New York to see Mr. Brownell, who was the general counsel of the Erie Railway Co.

The WITNESS. Yes, sir.

The PRESIDENT pro tempore. The Chair is of the opinion that, in the absence of any suggestion of counsel as to what was said, the question would be competent as to his having gone there and something having been said which may afterwards be disclosed.

Mr. WORTHINGTON. As the witness has already answered the question, for the present purposes it is futile to proceed. I think the witness should be cautioned, when objection is made, not to answer a question until the Presiding Officer or the Senate has ruled upon it.

The PRESIDENT pro tempore. That is a very proper suggestion. The witness will be governed by that. Hereafter when there is an objection to testimony the witness will not reply until after the matter has been passed upon.

Q. (By Mr. Manager WEBB.) You say he did tell you that he would go to New York and see Brownell?—A. Yes, sir.

Q. What else did he say about it?—A. That is all. He did not say more than that. He said he would see about it.

Q. Do you know whether or not at that time the Erie Railroad Co. was a defendant in a suit then pending in the United States Commerce Court?

Mr. WORTHINGTON. I should like to cross-examine the witness before that question is put to him, to see what his source of knowledge is as to what was pending in the Commerce Court of the United States.

The PRESIDENT pro tempore. That can be brought out afterwards by counsel.

Mr. WORTHINGTON. Very well.

Q. (By Mr. Manager WEBB.) Did you know that the Erie Railroad Co. was having a litigation before the Commerce Court?—A. Yes. I said that before in my testimony—that I seen it in the bill or what you call—

Q. The brief—the judge's docket?—A. Not in the brief—the bill of the next court that named all the trials—what do you call them—the trial list?

Q. Where did you see that?—A. On the table, sir; on the desk.

Q. On the desk? Whose desk?—A. Mr. Archbald's desk.

Q. The judge's desk?—A. On the judge's desk.

Q. Where was that? In what building in Scranton?—A. That was in the Federal Building, sir.

Q. What did you see on this table, and what did it tell you, if anything, about these suits?—A. This trial list was on there. I looked at it, and there were two cases there against the Erie; and I said, What does this case mean—this lighterage case? What does "lighterage" mean, I said to the judge.

Q. You said that to the judge?—A. Yes, sir; and he told me what lighterage meant; that it was these little boats that

carry the cars across the river. That is all that was said about it.

Q. State whether or not he said anything about seeing Brownell and being able to do Mr. May an injury if he did not grant so small a request.

Mr. WORTHINGTON. Mr. President—

The WITNESS. No; he never said that.

Mr. WORTHINGTON. I do not see any use in objecting after the witness has answered.

The PRESIDENT pro tempore. What is the objection?

Mr. WORTHINGTON. I was about to object, Mr. President, but the witness has answered the question. I should like to see what the Reporter has got as his answer.

The PRESIDENT pro tempore. The witness will hereafter be careful when counsel objects to a question not to reply until the objection has been passed upon.

Mr. WORTHINGTON. I asked that the answer of the witness to the last question be read. I did not catch it.

The Reporter read as follows:

Q. (By Mr. Manager WEBB.) State whether or not he said anything about seeing Brownell and being able to do Mr. May an injury if he did not grant so small a request?—A. No; he never said that.

Q. (By Mr. Manager WEBB.) Did he say anything about May?—A. About May? I do not remember that he said anything—that he was going to see Brownell and Richardson—no; Brownell, he said, not Richardson. He did not say only one.

Q. Who is Brownell?—A. Brownell is one of the vice presidents of the Erie Co.

Q. He lives where?—A. He is counsel for them.

Q. And lives where?—A. He lives in New York, I suppose; I do not know.

Q. Why were you and the judge talking about the lighterage case?—A. This was in his office in the Federal building.

Q. But what did that have to do with the transaction? Why were you talking to him about the lighterage case?—A. I only took the thing up as I seen it on the table—on the desk.

Q. Did you know what a lighter was?—A. No, sir; didn't I tell you that I didn't know?

Q. And who did tell you what it was?—A. The judge told me what it was.

Q. What connection had the lighterage case with the Erie Railroad Co.?—A. Well, it was a lawsuit on that subject. I did not know what it was.

Q. State whether or not you knew that Mr. Brownell was marked as counsel for the Erie Railroad Co. in the lighterage case?—A. I told you that; yes, sir.

Q. That he was counsel. Well, did the judge go to New York to see Brownell?—A. He did.

Q. How do you know?—A. I only know by what was told to me.

Q. By whom?—A. I do not remember whether the judge told me or not. I could not swear that the judge told me that.

Q. Did you see the judge about it after he had gone to New York?—A. Yes, sir; I did. This is all he told me: "I seen Capt. May, and he says 'You go over and get that.'" He told me "you shall have it." No more than that, sir.

Q. State whether or not the judge told you he had seen Brownell.—A. Well, I do not remember whether he told me or not that he seen Brownell. When he came back he told me to go and get it, that he had met Capt. May.

Q. Who did—the judge?—A. The judge told me that; yes, sir.

Q. Well, what did you do when he told you to go and get that?—A. I went and got it.

Q. Got what?—A. Got the culm—got the contract.

Q. Got the option?—A. Yes, sir.

Q. From whom?—A. From William A. May.

Q. How long was it after you first saw May that you finally got the option?—A. I could not tell you; I could not say whether it was a week or whether it was two weeks; I do not remember.

Q. Let me ask you if this [reading to witness] is the option:

(Pennsylvania Coal Co., Hillside Coal & Iron Co., New York; Susquehanna & Western Coal Co., Northwestern Mining & Exchange Co., and Blossburg Coal Co.)

OFFICE OF THE GENERAL MANAGER,
Scranton, Pa., August 30, 1911.

Mr. E. J. WILLIAMS,
626 South Blakely Street, Dunmore, Pa.

DEAR SIR: As stated to you to-day verbally, I shall recommend the sale of whatever interest the Hillside Coal & Iron Co. has in what is known as the Katydid culm dump, made by Messrs. Robertson & Law in the operation of the Katydid breaker, for \$4,500.

In order that it may not be lost sight of, I will mention that any coal above the size of pea coal will be subject to a royalty to the owners of lot 46, upon the surface of which the bank is located.

It is also understood that the bank will not be conveyed to anyone else without the consent of the Hillside Coal & Iron Co., and that if the offer is accepted articles of agreement will be drawn to cover the transaction.

Yours, very truly,

W. A. MAY,
General Manager.

Q. Is that his letter?—A. That is it.

Q. That is what you called an option?—A. Yes, sir.

Q. Prior to that time had you obtained the option from Mr. Robertson?—A. I did, sir; yes.

Q. Who drew that option?—A. Robertson himself.

Mr. Manager WEBB. Mr. President, we offer this letter of August 30, 1911, from May to Williams, in evidence.

Q. (By Mr. Manager WEBB.) You say Mr. Robertson drew the option?—A. Yes, sir; on his part.

Q. Do you know Judge Archbald's handwriting?—A. Yes, sir.

Q. I ask if this [handing letter to witness] is his handwriting? Can you read it?—A. Yes, sir.

Q. What is that?

Mr. WORTHINGTON. I do not know whether the managers wish to save time in this way, but, as we have already stated, we admit that that paper is in Judge Archbald's handwriting.

The WITNESS. I got one from Robertson himself—

The PRESIDENT pro tempore. The witness will suspend.

The WITNESS. I got it a second time—

Mr. WORTHINGTON. So far as we are concerned, that paper may be read in evidence. We admit that it is in Judge Archbald's handwriting and is witnessed by himself.

Mr. Manager WEBB. I ask, Mr. President, that the Secretary read this agreement.

The PRESIDENT pro tempore. Does the manager desire that it shall be read at this time?

Mr. Manager WEBB. Yes, sir.

Mr. WORTHINGTON. Our admission does not apply to what is below the agreement itself. There is an acknowledgment there as to which we should like to have the evidence at the proper time.

Mr. Manager WEBB. I ask the Secretary to read.

The PRESIDENT pro tempore. The Secretary will read as requested.

The paper was read, as follows:

[U. S. S. Exhibit 2.]

This agreement made and concluded this 4th day of September, A. D. 1911, by and between John M. Robertson, of Moosic, Pa., of the one part, and Edward J. Williams, of Scranton, Pa., of the other part, witnesseth.

Whereas the said party of the first part is the owner of that certain culm dump in the vicinity of Moosic, made in the operation by the firm of Robertson & Law, of the so-called Katydid mine or colliery, and whereas the said party of the second part is desirous of purchasing the same.

Now, this agreement witnesseth, that for and in consideration of \$1 to him in hand paid, the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto the said party of the second part, his heirs, executors, administrators, and assigns, the right or option to purchase his interest in and to the said culm dump for the price or sum of \$3,500, which said option is to be exercised within 60 days from this date, the terms to be cash within 5 days after the exercise of said option. It is understood that this option is intended to cover and include all the interest of the said party of the first part and of the said late firm of Robertson & Law.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year aforesaid.

JNO. M. ROBERTSON. [SEAL.]

E. J. WILLIAMS. [SEAL.]

Witness:
R. W. ARCHBALD.

STATE OF PENNSYLVANIA, County of Lackawanna, ss:

On this 12th day of September, A. D. 1911, personally appeared before me, a notary public in and for said State and county duly commissioned, residing city of Scranton, county aforesaid, the above-named E. J. Williams, who, in due form, of law acknowledged the foregoing indenture to be his act and deed and desired the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

[SEAL.] GEO. W. BENEDICT, JR.,
Notary Public.

(My commission expires March 10, 1913.)

Now, November 4, 1911, the terms of the within agreement are mutually extended for 30 days.

JNO. M. ROBERTSON. [SEAL.]

E. J. WILLIAMS. [SEAL.]

Recorded in the office for recording of deeds, etc., in and for Lackawanna County, Pa., in deed book 246, volume—, page 203, etc.

Witness my hand and seal of office this 13th day of September, A. D. 1911.

[SEAL.] M. P. JUDGE, Recorder.

Mr. WORTHINGTON. Mr. President, let it be clearly understood by the Senate that the admission I just made does not apply to the acknowledgment just read. The admission is only as to Judge Archbald's signature. The managers will not claim that the acknowledgment is in the handwriting of Judge Archbald.

Mr. Manager WEBB. We understand that.

Mr. WORTHINGTON. No doubt it will appear later on who did write it, and why.

Mr. Manager WEBB. We should like to mark the first letter Exhibit No. 1 and the second No. 2; and we presume the Secretary will take care of the exhibits.

Q. (By Mr. Manager WEBB.) Mr. Williams, you say Judge Archbald drew this option or contract?—A. Yes, sir.

Q. And he witnessed it?

Mr. WORTHINGTON. I admit that that is his signature.

Mr. Manager WEBB. All right.

Q. (By Mr. Manager WEBB.) When did you get another option from Mr. Robertson?—A. What—another one?

Q. Yes. You say you got another one that the judge did not draw?—A. I do not remember exactly. I think I did; I am not sure; but here is a letter I got from him. I forget now whether I had another option; but he agreed to extend it, anyhow.

Q. I understand that.—A. Yes, sir.

Q. But was the original option from Mr. Robertson to you drawn by Judge Archbald and witnessed by him? I believe that is admitted in the pleadings.

Mr. SIMPSON. Yes; that is admitted.

The WITNESS. That has been admitted.

Q. (By Mr. Manager WEBB.) How much coal or culm was in this bank?—A. I will read you a report of Mr. Robertson himself.

Q. No; you need not read that. I ask you how much culm, in your judgment, was in this bank?—A. About 140,000 tons.

Q. You had your option from Mr. Robertson, and you had your option from the Erie Railroad or the Hillside Coal & Iron Co.?—A. Yes, sir.

Q. The entire option cost you \$8,000. Is that right?—A. Yes, sir.

Q. After you got the option what did you do? What was the next step? In other words, did you undertake to sell it? That is what I want to get at.—A. Yes; I did.

Q. To whom did you try to sell it?—A. The first party I tried to sell it to was Mr. Conn, the manager of the Laurel line.

Q. I ask you if you and the judge did or did not have an agreement that he was to have one-half of this culm-bank profit?—A. Yes, sir.

Q. Who wrote a letter to Mr. Conn?—A. I wrote one letter to Mr. Conn.

Q. Did you pay any money for the option?—A. No, sir.

Q. Did the judge pay any?—A. No, sir; paid nothing.

Q. What is the royalty up there on this kind of coal?

The WITNESS. What is the royalty for the coal that the Erie mined, you mean?

Q. Yes.—A. Twenty cents.

Q. Twenty cents or 27½ cents?—A. Oh, no; 20 cents.

Q. If there were 140,000 tons in the bank, worth 20 cents a ton, what would that make your profit?—A. You would not have that royalty for that. They do not pay any such royalty for the lower sizes.

Q. Well, what was your proposition to Mr. Conn?—A. The proposition to Mr. Conn was to sell it for 27½ cents per ton, sir. Q. Exactly. What would that have made the profit—\$30,000 less \$8,000? Is that right? It is a matter of calculation. I thought I would hurry you along.—A. I suppose it might be about that.

Q. Did you take the letter from Judge Archbald to Mr. Conn?—A. No, sir; I did not.

Q. State whether or not the judge told you he had written a letter to Conn.—A. I did not take a letter.

Q. State whether or not the judge told you he had written a letter to Mr. Conn.—A. I do not remember whether the judge told me or not.

Q. You do not?—A. No, sir; I do not. To tell you the honest truth, I do not know whether he told me that or not.

Mr. Manager WEBB (addressing counsel for respondent). You admit this letter?

Mr. WORTHINGTON. Certainly.

Mr. Manager WEBB. Mr. President, we would like to introduce Exhibit No. 3, which I should like to read to the Senate.

Mr. WORTHINGTON. We admit that Judge Archbald sent that letter to Mr. Conn and that that is his signature.

Mr. Manager WEBB. All right.

Q. (By Mr. Manager WEBB.) In the first place, let me ask you who Mr. Conn is?—A. Mr. Conn is manager of the Laurel Line.

Q. The Laurel Line is an electric railroad in Pennsylvania?—A. Yes, sir.

Q. Did Mr. Conn buy a great deal of coal to run his railroad?—A. He uses a hundred tons a day, sir.

Q. Do you know from whom he bought his coal?—A. He bought some from the Erie.

Q. That is, the Hillside Coal & Iron Co.?—A. Yes, sir; but the Erie did not want to supply him with coal.

Mr. Manager WEBB. Mr. President, I should like to read this letter:

[U. S. S. Exhibit 3.]

(R. W. Archbald, Judge United States Commerce Court, Washington.)
SCRANTON, PA., November 6, 1911.

C. F. CONN, Esq.

DEAR SIR: On behalf of Mr. Edward J. Williams and myself I offer you the so-called Katydid culm dump, in the vicinity of Moosic, on a royalty basis at a flat rate of 30 cents a ton for all sizes, with the understanding that a minimum of 20,000 tons a year shall be taken or paid for, you to pay us \$12,000 on account as advance royalties and to be entitled to take 40,000 tons without further payment therefor. In washing or screening the coal, if any of the prepared sizes are found there will be an additional charge of 5 cents a ton on such prepared sizes payable to the Hillside Coal & Iron Co. It will be satisfactory to us if you desire to remove the material from time to time in quantity without screening or washing it on the ground with the idea of screening or washing it elsewhere, provided we can be sufficiently protected and informed with respect to the actual number of tons taken, for which you would be accountable. In the execution of a formal agreement there may be other minor details in order to make a complete working contract; but the above will give you the substance of what we are ready to do.

Trusting that you will find these terms acceptable, I remain,

Yours, very truly,

R. W. ARCHBALD.

Q. (By Mr. Manager WEBB.) Did you ever see that letter?—A. I have seen it; yes, sir.

Q. You have seen it. Did the judge tell you that he had written that letter? Did you know at that time that that letter was written?—A. What is that?

Q. Did you know at the time the letter was written that it had been written?—A. I can not tell you. I do not remember now. It is quite a while ago. I do not really remember whether I—

Q. That letter was written November 6, 1911. Did you sell to Mr. Conn?—A. No, sir.

Q. What was the reason?—A. Well, they doubted the title, sir; but the title is just as good to-day as it ever was, because the Erie Co. received their royalty every month from that company the same as they did the first day. So that agreement is proven every time they take the royalty.

Q. What was the judge to do and what did he do to entitle him to one-half of the profits in this culm dump?—A. It was none of anybody's business, if I wished to give it to him.

Q. Did you give it to him?—A. Well, I would have given it to him.

Q. What for?—A. Well, for what he did for me.

Q. What was that?—A. I told you a little while ago.

Q. Let us have it again. What did he do for you to make you give him half the profits in this culm bank?—A. It was partly through his influence I got it.

Q. Then you gave him one-half the profits for his influence; is that it?—A. But I had the other half before that; a long time before that.

Q. I understand that you and the judge claimed that you owned the entire interest in this culm dump; is that right?—A. Yes, sir.

Q. You claimed there were 140,000 tons. Was there any negotiation with Mr. Conn by you for the judge or by the judge with Mr. Conn that you know of?—A. No; but there was with me myself after that.

Q. You were the judge's partner. What did you tell him—

Mr. WORTHINGTON. Mr. President, I submit that that ought not to be said. I hope counsel will not undertake to proceed in that way in this tribunal. Counsel has no right to say that the witness was the judge's partner. The witness was giving testimony as to what he knows about it. That does not prove anything until the evidence is closed. Not that I care one way or the other whether he considers that the judge was his partner or not, but I object to that kind of procedure and examination.

The PRESIDENT pro tempore. The manager on the part of the House will put his question in another form.

Mr. Manager WEBB. Mr. President, I want to say that the only reason I put the question in that form is because in the letter the statement was made that they were partners.

Q. (By Manager WEBB.) Did you and the judge have any other negotiations with Mr. Conn with reference to the sale of this dump?—A. Not the judge.

Q. Did you?—A. Yes, sir.

Q. What did you do?—A. I sent another letter explaining the title to him; that the title was all right; proving to him that the title was all right according to any law of the land.

Q. I will ask you if this is the letter you wrote Mr. Conn:

[U. S. S. Exhibit 4.]

SCRANTON, PA., March 13, 1912.

CHARLES F. CONN, Esq., Scranton, Pa.

DEAR SIR: Regarding the culm bank located at Moosic, Pa., which you have been negotiating for, would say this matter has been hanging fire for some time, and the party who has been dealing with you is desirous

of your having the bank. He believes that the title to this property is not a complicated one.

You, as a business man, understand the conditions under which the Hillside Coal & Iron Co. are operating under this lease. For any coal which they, their successors or assigns take from this bank larger than pea coal they are to pay to the Everhart heirs a royalty of 20 cents per ton. Now, I think you do not intend preparing any of the larger sizes of coal, and, if not, the Everhart heirs et al. would have no interest in the bank.

The Hillside Coal & Iron Co. and Mr. John M. Robertson, the only recognized owners of this bank, have agreed to sell me their interest, and I would be glad to have you let me know at your earliest convenience what you intend doing in the matter, as other parties are anxious to negotiate for it. I may say that should you have any doubts you could deposit one-half or two-thirds of the royalty in the bank or retain it for a reasonable time as a guaranty against any claims. I am making this at the suggestion of the party who has been dealing with you to assure you of our desire that you should sustain no loss.

Very truly, yours,

E. J. WILLIAMS.

Q. Did you sign that?—A. Yes, sir; I did.

Q. Did you consult with the judge before you wrote it?—

A. No, sir; I did not.

Q. Do you know whether that statement was agreeable to the judge or not?—A. I did not know; but I guessed it would be all right.

Q. You took that responsibility yourself?—A. I did, sir. That is right.

Q. Then, what happened after you wrote that letter—between you and Mr. Conn?—A. Mr. Conn told me he could not do anything with the lawyer who was assigned to look after their titles; that he would not agree; that he would not recommend it to the company.

Q. All right. Now, after you failed to sell to Mr. Conn, who was the next person you negotiated with for the sale of it?—A. Mr. Bradley. The deed was made out to Mr. Bradley.

Q. What is his full name?—A. Richard Bradley.

Q. Do you know what month it was in that you made these negotiations with Mr. Bradley?—A. No; I do not. About three or four months ago.

Q. May I refresh your memory? The letter you wrote to Mr. Conn is dated March 13, 1912. Was it after that letter?—A. Right away.

Q. Right away after that?—A. Yes, sir.

Q. Did you and Mr. Bradley and the judge agree to trade or not?—A. I did not say anything to the judge. I sold it to Mr. Bradley.

Q. Without the judge knowing anything about it?—A. I did not say a word about it to the judge; no, sir.

Mr. O'GORMAN. Mr. President—

The PRESIDENT pro tempore. The Senator from New York.

Mr. O'GORMAN. Mr. President, I desire to submit a question to be addressed to the witness.

The PRESIDENT pro tempore. The Senator from New York asks that the following question be propounded to the witness. The Secretary will read the question.

The Secretary read as follows:

Q. Who dictated the letter to Conn, which you signed?

A. Well, William P. Boland dictated part of it and so did I dictate some part. He did not do it all himself.

Mr. LODGE. I did not hear the first part of the answer. I should like to have the answer repeated.

The Reporter read the question and answer.

The WITNESS. He was helping me to send a letter to him—to Conn.

Q. (By Mr. Manager WEBB.) After the letter had been written to Mr. Conn, dictated in part by Boland and in part by yourself, what transaction did you have with Richard Bradley with reference to the sale of this culm bank?

The WITNESS. What transaction?

Mr. Manager WEBB. Yes. What did you do?

A. I sold it to him.

Q. For what price?—A. At \$20,000.

Q. Did he pay the money for it?—A. He offered the check to Mr. May, sir.

Q. He offered the \$20,000 to whom?—A. To Mr. May—not the \$20,000. The \$20,000 was not coming to Capt. May. It was not due to him; only the \$4,500.

Q. Did Mr. May agree that you should sell the option to Mr. Bradley?—A. Yes, sir.

Q. To whom was the option to be made at that time—to you or to you and the judge, or to Bradley or to you and Bradley from May?—A. I would sell it to Bradley.

Q. I ask you if Mr. May did make a contract with you.—A. Yes, sir.

Q. And you were to assign the contract to Bradley?—A. Yes, sir.

Mr. Manager WEBB. Now, Mr. President, we should like to introduce a copy of the contract, which I believe is admitted.

Mr. WORTHINGTON. What contract?

Mr. Manager WEBB. The contract from May to Williams, selling the Katydid culm dump.

Mr. WORTHINGTON. I have no objection to its introduction as a paper, but it is hardly right to call it a contract. It was never executed.

Mr. Manager WEBB. I understand that.

Mr. WORTHINGTON. Suppose you submit it—

Mr. Manager WEBB. I want to submit a tentative contract drawn by Mr. May for this culm bank.

Mr. WORTHINGTON. We agree that a tentative contract was drawn by May and submitted to Bradley, and as such it may be read, so far as we are concerned.

Mr. Manager WEBB. I ask that it be read.

The PRESIDENT pro tempore. The Secretary will read as requested.

The paper was marked "Exhibit No. 5," and was read by the Secretary as follows:

[U. S. S. Exhibit 5.]

Agreement made the — day of —, A. D. 1912, between Hillside Coal & Iron Co., a corporation of the State of Pennsylvania, party of the first part, and E. J. Williams, of the borough of Dunmore, Pa., party of the second part.

Whereas a certain tract of land situated partly in Lackawanna and partly in Luzerne County, known and designated as lot No. 46, of certified Pittston Township, patented to John Bennett March 25, 1849, is owned in the following proportions, to wit, the Hillside Coal & Iron Co., twelve twenty-fourths; E. & G. Brook Land Co., six twenty-fourths; estate of James Everhart, five twenty-fourths; and heirs of John T. Everhart, one twenty-fourth; and

Whereas since 1878 the Hillside Coal & Iron Co. have mined coal from said tract of land, partly because of their own partial ownership of the same and partly by reason of verbal permission granted by the other owners to do so; and

Whereas certain culm piles are situated upon the surface of said tract of land, one of which is known as the Katydid culm bank, which was made by the operations of the Katydid Colliery, heretofore operated by Robertson & Law, the said Robertson & Law having been in the nature of sublessees of the Hillside Coal & Iron Co. for a time in the mining of certain coal from said tract of land; and

Whereas the Hillside Coal & Iron Co. claim to have an interest in the material constituting the said Katydid culm bank, and it is understood that the said Robertson & Law also make a like claim, and it may be that the other owners of said tract of land, at this time or at some subsequent time, may also claim to have an interest therein; and the said party of the second part proposes to purchase all the right, title, and interest of the Hillside Coal & Iron Co. (subject to the payment of royalties as hereinafter set forth) in and to the material constituting the said Katydid culm bank; and the Hillside Coal & Iron Co. is willing to grant, bargain, sell, and convey unto the party of the second part all its said right, title, and interest, subject as aforesaid, without in any way warranting or guaranteeing the title thereto or any part thereof as against any person or persons whomsoever;

Now, therefore, in consideration of the premises and of the sum of \$1 by each of the said parties unto the other in hand well and truly paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, it is hereby agreed by and between the said parties and the successors and assigns of the party of the first part and the heirs, executors, administrators, and assigns of the party of the second part as follows, to wit:

First. The Hillside Coal & Iron Co. doth hereby grant, bargain, sell, and convey (subject to the payment of royalty as hereinafter set forth) unto the said Edward J. Williams all its right, title, and interest in and to the said Katydid culm bank, with leave to the said Edward J. Williams, his heirs, executors, administrators, or assigns, to enter thereon and take away the said material, wash out the various sizes of coal therefrom, and send the same to market over the Erie Railroad Co. for the only proper use, benefit, and behoof of the said Edward J. Williams, his heirs, executors, administrators, or assigns. If, however, any attempt is made to ship the said product or any part thereof over the line of any other railroad whatsoever without first obtaining the written consent of the Hillside Coal & Iron Co. thereto, then this contract shall be utterly null and void and the party of the first part shall have the right, upon filing a bill in equity setting forth such violation of the same, to have an injunction to prevent the mining, washing, or producing or removal of any further material whatsoever from said culm bank.

Second. Upon the execution and delivery of this indenture, the party of the second part shall pay unto the party of the first part the sum of \$4,500 in cash.

Third. For all coal of the size of pea coal or larger sizes, being all sizes of coal which will pass over a one-half inch square mesh, shipped or sold from said culm bank, the party of the second part shall pay royalty upon the same to the party of the first part at the rate of 20 cents per ton of 2,240 pounds, which payment of royalty shall be made on or before the 20th of each month for all the coal shipped or sold during the previous month. The royalty so paid unto the party of the first part is to be divided by the party of the first part among the respective owners of the tract of land in the proportion of one-half thereof unto the party of the first part, and the other one-half unto the other owners of the tract of land; but it is hereby distinctly provided and agreed that if at any time before the entire exhaustion of the said culm bank the Hillside Coal & Iron Co. shall become under obligation to pay to its coowners any greater rate of royalty than above stated or to pay royalty upon other sizes than as above stated, then so far as one-half of said royalty is concerned, the party of the second part shall pay as much as the Hillside Coal & Iron Co. is so required to pay, it being, however, understood and agreed that so far as the one-half interest of the Hillside Coal & Iron Co. is concerned no change in the royalty rates will be made during the continuance of the operation authorized by this indenture.

Fourth. The party of the second part shall have the right, so far as the party of the first part has the authority to extend such right, to use such an amount of surface for a washery and for railroad switch as may be necessary to enable him to carry on operations, but the same not to be selected where it would in any way interfere with the opera-

tions now carried on by the Hillside Coal & Iron Co. upon said tract, and it is distinctly understood that no warranty of the possession is hereby made as against the coowners of the party of the first part, for the reason that the party of the first part is only hereby contracting for its own interest in the premises and not for the interest of its co-owners.

Fifth. It is understood and agreed that all operations of the party of the second part upon said tract of land shall be concluded at the expiration of three years from the date hereof, at which time, if the party of the second part has faithfully complied with the terms of this agreement and paid the moneys herein required to be paid, he shall have the right to remove any machinery, fixtures, buildings, railroad tracks, or other things of value placed by him upon said tract of land. All of which articles to be removed shall be removed within a period of three months after the expiration of said period of three years, and if not so removed, then they shall become the property of the party of the first part.

Sixth. The party of the first part shall have the right at any time to examine the sales book, shipping books or other books of account of the party of the second part wherein the accounts are kept showing the number of tons of coal and the sizes thereof shipped from said property, and shall also have the right to come upon the premises of the party of the second part at any and all reasonable times to ascertain how the operations authorized by this indenture are conducted and carried on.

Seventh. It is distinctly understood and agreed that by this indenture no warrant or guaranty of title, right, or interest is conveyed whatsoever unto the party of the second part and against any party or parties whomsoever who may claim to have rights or interests in the said culm bank, this indenture being merely for the purpose of conveying unto the party of the second part such right and interest as the Hillside Coal & Iron Co. hath therein.

Eighth. The party of the second part shall have the right to assign this agreement to any person or persons whomsoever, but with this distinct condition, understanding, and agreement that the person so taking an assignment hereof shall become obligated to do and perform all the covenants and agreements of the party of the second part herein.

Q. (By Mr. Manager WEBB.) Mr. Williams, did you receive a copy of that contract?—A. I did not. There is a letter here that was sent to me. He said he had sent it to Bradley.

Q. Did you ever receive a copy of that contract after Bradley received it?—A. I did not. Bradley gave it back the next day, and he had no right to give it back.

Q. Why was that contract made to E. J. Williams alone instead of to E. J. Williams and R. W. Archbald, if you can tell us?—A. Because the other contract was in my name.

Q. Is this the letter you received from Capt. May, dated April 11, 1912?

[U. S. S. Exhibit 6.]

APRIL 11, 1912.

Mr. RICHARD BRADLEY,
Peckville, Pa.

DEAR SIR: Herewith please find proposed form of agreement conveying the interest of the Hillside Coal & Iron Co. in the culm piles on the surface of lot 46, situate partly in Lackawanna and partly in Luzerne Counties, Pa.

Will you please confer with Mr. E. J. Williams, to whom I have sent a copy of this letter in regard to the form herewith, and advise whether or not same meets with your approval. If the agreement is satisfactory to you, it will be submitted to the executive officers of the H. C. & I. Co. for their consideration and approval.

Yours, very truly,

W. A. MAY,
Vice President and General Manager.

(Enclosure: Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Did you receive that letter?—A. I gave it to the committee.

Q. Why was that contract between Mr. May and yourself never executed?—A. That I do not know.

Q. Did you ever write a letter or sign an agreement assigning a part of this culm-bank dump in which referred to Judge Archbald as a silent party?

Mr. WORTHINGTON. Mr. President, I object to the contents of the paper. Before that paper is to be read, we wish to have the opinion of the Senate on it.

The PRESIDENT pro tempore. What is the objection of counsel?

Mr. WORTHINGTON. The paper about to be produced is one prepared in the office of William P. Boland signed by this witness. Our objection is that it ought not to be allowed to go in evidence or constitute a part of the record until it is shown by some competent evidence that Judge Archbald had something to do with it.

The WITNESS. I do not think he had anything to do with it.

Mr. WORTHINGTON. That paper is claimed to be a damning piece of evidence against Judge Archbald, but we assert that it was a paper that was prepared for the purpose of making a case against him, in his absence, of which he knew nothing and never heard until after this proceeding began. I submit it is against every principle of law and justice to have this paper go in at all until some evidence has been offered tending to show that Judge Archbald knew about it or was responsible for it.

I submit that the paper was not prepared under such circumstances as that Judge Archbald could be held accountable, or that it could be admitted as evidence against him. This very question was raised, as you will remember, Mr. President, in the

Swayne case. An attempt was made to prove that Judge Swayne had made certain admissions when examined as a witness before the Committee on the Judiciary of the House of Representatives, and the managers then proposed to state to the Senate what those admissions were. It was then ruled out and that ruling was affirmed by a second vote of the Senate. This ruling was under a statute of the United States, which provides that evidence given before a committee of Congress by any person shall not be used against that person in any criminal proceeding.

We do not care a great deal about this matter when the facts in regard to it will appear, and it might well be introduced when we come to present our evidence as showing a conspiracy against Judge Archbald. But until some evidence is produced tending to show that Judge Archbald had some responsibility for that paper, or knew that it was prepared or authorized it to be prepared, I submit the contents of it ought not to be put into this record at all.

I have no fear that the members of this tribunal will give any credence to it, but it will go to the country and so do Judge Archbald great harm.

Mr. Manager WEBB. The position of the managers in regard to this matter is that Mr. Williams and Judge Archbald had a combination or understanding by which they were to secure certain concessions from the railroad; that his name was to be kept silent; and in pursuance of that arrangement this witness did give an assignment of a portion of his option to W. P. Boland and a "silent party," and this witness will testify that the silent party was Judge Archbald.

In pursuance of that agreement, which we say inhered in the very first thought of the effort to secure a sale from Robertson and the last contract made by May was made to Williams alone, though the judge had a half interest; that Judge Archbald's name does not appear anywhere in this tentative deed; and that it was the understanding and agreement between witness and the judge that this witness was Judge Archbald's agent and partner, and as such signed this "silent party" contract and referred to the judge as the "silent party." We care not under what circumstances the contract was drawn. The point we make is that this contract was signed by Mr. Williams and that Judge Archbald knew that his name was used in the contract or assignment as a "silent party."

Mr. WORTHINGTON. Whenever any evidence shall be introduced tending to show that Judge Archbald requested or authorized that his name should be kept out, this will become competent evidence. This witness has not been asked, and there has been no opportunity for anyone else to testify, whether Judge Archbald ever requested or suggested that his name should be kept out of papers relating to the purchase or sale of the Katydid dump.

I submit that it is against every principle of law of evidence and against common justice. This witness has not said and has been very far from saying that Judge Archbald ever said that his name should be kept out of it. It appears that when the respondent wrote to May he signed his own name and did not refer to Williams at all. It appears that when he wrote to Mr. Conn and proposed to sell this dump to him he stated that he was one of the parties in interest. It appears as to Robertson's contract, which has been read, that Judge Archbald wrote it with his own hand and signed his own name to it as a witness.

There has not been a scintilla of evidence tending to show that Judge Archbald was trying to conceal anything or trying to keep his name out of it. Everything is to the contrary.

I may say that this is but the first step as we anticipate from what we know of prior proceedings in this case, and it will be undertaken to introduce a mass of evidence here as to transactions between other parties as to which no witness will testify that Judge Archbald knew of them or authorized them. Until there is some evidence that the respondent was cognizant of the reference to him as a "silent party," I submit this paper ought not to go into the record.

Mr. Manager WEBB. Mr. President, just a word. We do not regard this entirely as a criminal action. It is a quasi civil action. There is no criminal penalty to be fixed by the Senate. Our contention is that this witness is an agent, a partner of the respondent, and that the respondent is bound by any act or word of this witness with reference to this particular transaction. That is why we propose to introduce this contract in which he is referred to as a "silent party," and to show that the judge knew he was referred to as such "silent party."

Mr. Manager STERLING. Mr. President, the question, I understand, is whether or not this letter shall be read to the court. It is in the nature of a contract, signed by this witness, in which

he at that time was a partner of Judge Archbald. I think there will be no controversy about that. The letter has already been read here, written by Judge Archbald, in which he says he is interested with Mr. Williams in this coal dump.

The purpose of the contract which is offered in evidence now by Mr. Manager WEBB and signed by Mr. Williams is simply a transfer of one-third interest in the coal dump to William P. Boland. I dare say that Williams, whether it had been expressed by Judge Archbald or not, had authority as partner of Judge Archbald to convey this interest in the coal dump to Mr. Boland.

In any event, I do not understand how the court can pass upon the admissibility of a contract until it has been read. We are entitled to have the court know what the evidence offered is, and I think if the court hears this contract they will be able to judge of its admissibility, and I think they will find that it is admissible.

The objection to the admission of this contract on the part of Mr. Worthington is that some party referred to in the contract is referred to as a silent party. There are Mr. Boland, Mr. Williams, and a silent party. It does not make any difference who that refers to, whether to Judge Archbald or whom it may refer to, in determining the admissibility of this evidence. It is a part of this transaction; it is a part of the res gestæ; it must go in this line of testimony to connect the transaction and show what relation Williams and Boland and Judge Archbald had to each other in the ownership of this coal dump.

So, I submit, in any event it must be read to the court before the court can pass upon its admissibility.

Mr. SIMPSON. Mr. President, there is only one thing that I should like to call the attention of yourself and Senators to in answer to something that Mr. Manager WEBB has said, because, after all, that which is a fundamental proposition will generally lead us to a correct conclusion if we can find what the fundamental proposition, in fact, is.

Mr. WEBB's statement was that this is not a criminal proceeding. I want to take issue with him upon that point directly, and in the most forcible way that it can be taken, and I shall do so very briefly, for I recognize the fact that the time of the Senate is of exceeding importance.

I propose, sir, first to read a paragraph from an article on the subject of impeachment by Prof. Dwight. It is as follows:

When a criminal act has been committed, it may evidently be regarded in three aspects—

Mind you, a criminal act—

first, the injury to the individual or his family may be considered; second, the wrong to the executive officer charged with the administration of the laws may be looked at; and, third, the mind may dwell upon the general wrong done to the state, or "the people," as we say in modern times. This view was early taken in the common law; the injury to the individual was redressed by a proceeding called an appeal; the injury to the king by a process called an indictment; the wrong to the entire nation by a proceeding called an impeachment. In process of time the injury to the individual came to be regarded as a private and not as a public wrong, so that in the progress of the law there remained two great criminal proceedings—indictment and impeachment.

There can not be found, I submit, sir, in any well-considered article or case any variance whatever from that conclusion, and that it is not varied in this country is evident from the language of the Constitution itself, two or three of the clauses of which I desire now to read:

When the President of the United States is tried, the Chief Justice shall preside; and no person shall be convicted without the concurrence of two-thirds of the Members present.

What I want to know is whether the word "conviction" is in any way relevant to a civil or a quasi civil proceeding. Again:

The President shall * * * have power to grant reprieves and pardons for offenses against the United States, except in cases of impeachment.

I want to know whether there are offenses against the United States which are not in their nature criminal.

Mr. Manager STERLING. Mr. President, may I interrupt the gentleman. There will be no controversy, I think, as to the proposition which the gentleman lays down.

Mr. SIMPSON. Mr. Manager WEBB made the controversy.

Mr. Manager STERLING. I say broadly, as the gentleman seems to interpret it. But the proposition, it seems to me, is on the admissibility of this contract, and regardless of the question whether these proceedings be criminal or civil proceedings we insist that this is admissible in evidence. I do not understand that there is any difference in the rule of admitting testimony of this kind whether it be in a criminal case or in a civil case. That is the point I am making.

Mr. SIMPSON. I submit there is or may be a difference. I agree with the manager that there is no difference in the particular matter now before the Senate, and I should not have

bothered the Senate about it had it not seemed to me, from Mr. Manager WEBB's statement of it, that it was an entry of the wedge opening apart for the purpose of reaching to another conclusion, which will be reached very shortly. If, however, the managers agree with Mr. Manager STERLING, that there is no controversy over this branch of the matter, I, of course, have nothing further to say in regard to it.

There is, however, on the other branch of the case a very important proposition which I do not care at this time at any length to discuss before the Senate, because it can not very well be discussed unless the presiding officer or some one connected with the Senate shall in fact see the paper. I know of no other way in which that question can be raised, but you will see, if the paper is examined into, that it is not a statement of a current existing present thing to be acted upon, in so far as Judge Archbald is concerned, but it is a recital of a past occurrence; and the authorities are absolutely uniform that, whether it is by an agent, if Mr. Manager WEBB chooses to call him so, or whether he be his partner, as the original arrangement between them and the first of these articles of impeachment seem to call it, or whether it be a coconspirator, it makes no difference, if the paper is a recital of a past occurrence or anything which has any relevancy to a past occurrence rather than to a present thing, no one of them, agent, copartner, or coconspirator, can by such a recital bind one not a party directly to the paper or declaration which is proposed to be offered in evidence.

So far as this present matter is concerned, there must necessarily be some ultimate purpose beyond that which is here expressed, because it has been conceded here, and it is now conceded upon the behalf of Judge Archbald that he did have an interest in this matter and would have obtained a portion of the profits had there been any profits to be obtained from it.

Mr. Manager CLAYTON. Mr. President, may I be permitted to make a brief statement?

The PRESIDENT pro tempore. Without objection, the manager will proceed.

Mr. Manager CLAYTON. Mr. President, those of you who have had the opportunity to examine the article written by Prof. Dwight, and which the gentleman was proceeding to read to the Senate, know that almost all the views expressed by Prof. Dwight on the law of impeachment have not been upheld by other writers upon the same subject.

However, Mr. President, I may say here and now for the benefit of the court and for the satisfaction of the counsel for the respondent, that I do not think there will be much disagreement between the lawyers on the respective sides in regard to the fundamental law of impeachment, so far particularly as the first six articles here preferred are concerned. Of course, we have to-day been informed of a disagreement as to the last six articles. The first six relating to Judge Archbald's conduct as a judge of the Commerce Court, the next six relating to his conduct as district judge, and the thirteenth article relating to his general conduct in his judicial capacity and while he was filling the offices of district and circuit judges.

Now, Mr. President, I desire to call the attention of the Senate to a thought that perhaps has not occurred to all the Members of the Senate. This, in all the history of our jurisprudence, stands unique as a tribunal. It is unique not because this is a constitutional court; we have another court created by the Constitution, the Supreme Court. It is not unique in the annals of jurisprudence as being the only Court of Impeachment that ever existed. It is unique in the history of our own jurisprudence in that this body is charged with the duty of determining the law and the facts in one and the same verdict. It is said by some of the writers that this court renders a mixed verdict; that is, in reaching a verdict and judgment the court pronounce both upon the law and the evidence in the case.

Mr. President, that at once lifts this tribunal above the atmosphere of a mere petty courthouse trial where a \$5 pettifogging lawyer may undertake in the defense of a criminal to interpose all sorts of technical objections, and where the judge is to pass upon the law and the jury upon the facts. This is a different tribunal from that. It is higher than that. This tribunal wants to know all the facts.

Mr. President, I would not do myself the discredit nor would I reflect upon the intelligence nor the good intentions of this great body by suggesting that the public wish to know all the facts pertaining to the conduct of their high judicial officer. This is more than a mere petty criminal case.

Mr. President, I have digressed somewhat from the question and I come back to it, and that is the admissibility of this testimony. I lay down the proposition—and I take it it will be assented to by every lawyer—that in determining the admissibility of evidence the same rule obtains whether the case be criminal in its nature strictly or whether it be civil or

whether it be quasi criminal. The character of the case matters not; it is the character of the testimony that concerns its admissibility.

In this case why is this testimony admissible? Mr. President, the article charges that Judge Archbald has abused his office by seeking to trade and traffic in culm dumps, and this being one of the culm dumps, it is charged certainly in the statements of facts that Williams was his partner. It has been shown by the witness that Judge Archbald and Williams were partners in this transaction. And in his answer Judge Archbald admits the partnership. This contract is a part of a transaction of the partnership. We connect it, we have all along connected it up to this time, and Judge Archbald can not object to what his partner does. If I select an agent, if I have a partner in a joint enterprise, can I be heard in any court anywhere to repudiate the conduct and the action of my partner, my agent, acting within the scope of the partnership or agency?

So here, Mr. President, it is necessary for the orderly statement and full presentation of this evidence, that this part of it, which follows right along with the other testimony in the case, be put in here to elucidate the whole conduct of Judge Archbald. As it will be shown, and has been shown, that Williams is his partner, this is a part not only of that, but it is a part of the *res gestae*; it is a continuation of the transaction that was entered into by Archbald and Williams, Judge Archbald's partner. If that be not true, it can be disputed, but we offer it for the purpose of establishing it and keeping up the chain of this whole transaction and connecting Judge Archbald with it, and there can not be any doubt but that we will connect Judge Archbald otherwise, as I think, with this transaction.

Then again, Mr. President, upon the theory that has been suggested, if this contract relates to a conspiracy to violate the law, it is admissible. If it can be shown that while a conspirator may be here in this Chamber, if pursuant to the agreement had with the coconspirator the coconspirator commits crime down on Pennsylvania Avenue, all law writers tell us that the man who was in this Chamber when the act was committed is just as guilty as if he had been present at the scene of the crime.

Mr. President, I do not think I violate propriety when I call attention to contemporaneous history that will illustrate this contention. It was said in one of the noted cases in Alabama, my own State, by one of her great chief justices, that courts will take judicial notice of contemporaneous history, and in that case the contemporaneous history was the action of a mob in Birmingham, Ala., in violating the law.

The court took judicial cognizance of that contemporaneous history. So, I am certain, the Senate, this court, is as broad in its power and rights to take judicial notice of contemporaneous history as is any court. I think I violate no propriety when I say that in the recent case in New York City, where a police lieutenant was charged with murder, it was not pretended that he was there at the time the murder was committed, or that he had anything directly to do with it, but he was convicted, and was sentenced upon the theory that he instigated it; that he entered into the conspiracy elsewhere sometime before the act, and that the conspirators did his bidding.

Upon these principles, Mr. President, both of law and of the rules of evidence obtaining in the courts and upon the desire that this tribunal wants to do full justice—wants all the facts—and the honorable counsel for the respondent does himself justice when he credits the Senate with the ability and the fairness and the intention to pass upon these questions, I insist on the admissibility of this paper.

Mr. President, it seems to me that we might conduct this trial and save much time, and that justice can be had as well in the end, without interposing what I may think, I respectfully submit, sometimes to be captious objections to the testimony.

I participated, Mr. President, if you will pardon a personal allusion, in the Swayne case; and, as I remember it, the ordinary hidebound rules—if I may use a vulgarism—were not pursued. For instance, repeatedly during the trial of that case a witness was introduced; he was cross-examined; then he was put back and reexamined; and then he was put back and re-cross-examined. So that narrowness in proceedings have never been adhered to by the Senate.

Mr. President, in the economy of time, do you not think, and does not the Senate think, that it can take care of all these questions, so that justice may be fully done to the respondent?

I want to say, Mr. President, in behalf of the managers, that the managers do not desire and will not claim a verdict of conviction in this case unless, after they have adduced the testimony, they are of opinion that they have made a case that would warrant such a judgment at the hands of the Senate.

Mr. WORTHINGTON. I dislike very much to further occupy the time of the Senate in the discussion of the admissibility of this particular piece of evidence, but it may not be amiss now, on this first day of our proceedings, to have the Senate informed as to what is contended here with respect to rules of evidence and their application. It may save repeating it in the subsequent course of the trial.

I must express my surprise to hear my friend Mr. Manager CLAYTON intimate that the rules of evidence do not guide us here. I do not suppose he meant by what he said to indicate that we are pettifogging. We have resolved that at the outset of this case—

Mr. Manager CLAYTON. Mr. President, lest the gentleman shall permit that remark to stand, I wish to state that I did not say that the rules of evidence do not guide us, but I said the narrow, technical rules which characterize the proceedings in the ordinary courthouse have never characterized proceedings of this kind in the Senate.

Mr. WORTHINGTON. I was about to say, Mr. President—and I think that what has taken place so far in the presence of the Senate will justify me in saying it—that we have resolved that we would make no technical objection here; that whenever objection was made it should be to something that was very substantial.

My friend refers to what was done in the Swayne case. We are here exactly in the position in which you were in the Swayne case, in which counsel offered to introduce evidence as to statements made by Judge Swayne before the Judiciary Committee under oath. The evidence was objected to by counsel who represented Judge Swayne here; and, after very full argument and after reargument, on motion of the junior Senator from Texas [Mr. BAILEY], with closed doors, the evidence was ruled out. Now it is attempted here not to show what Judge Archbald said, but because he had entered into a simple venture with Mr. Williams, the witness in this case, to see if they could get a right to buy and sell the Katydid culm dump, to undertake to show that a paper which was executed by Mr. Williams, prepared in the office of Mr. Boland behind the back of Judge Archbald, and which was not anything in the execution of the business of the partnership—if you choose to call it a partnership—is to be evidence against Judge Archbald without showing that he had authorized or had anything to do with it.

Does the fact that I enter into a partnership with a man to purchase a piece of property authorize him, without anything more, to go and sell me out? He is authorized to do anything that may be necessary in the ordinary course of buying and selling that property; that is all I have agreed to; but when he goes into the office of another person, behind my back, and signs a paper of which I have no knowledge and years afterwards it is sought to introduce it in evidence against me in support of a criminal charge—a paper in which he undertakes to sell me out and to make statements as to what I have said or done at some prior time—I say that every principle of evidence and of justice requires its exclusion.

This witness has not been asked—the managers have not dared ask him—whether he was authorized by Judge Archbald to take Boland into partnership, for that is what it amounts to. Here is evidence that A and B entered into a partnership. Now, evidence is offered to show that one of them created another partnership made up of A, B, and C. That can not be done without the knowledge and consent of both of them. When it is undertaken to do that and to go further and to show not only that Judge Archbald was brought into a new partnership, but to put into that writing something purporting to recite past transactions, which may be used against him criminally in a subsequent proceeding, and the instrument is put away in somebody's drawer and kept from the light of day until a prosecution is sprung, it seems to me that the Senate should require some evidence to connect Judge Archbald with it before it is put in evidence. In the case of Judge Swayne the managers insisted that the Senate should hear what Judge Swayne had said before they ruled it out, but the Senate sustained the argument which was made on this side of the Chamber by counsel for the respondent—that it should not be heard and should not be put into the record until it was determined that it was competent. The Senate held that it was incompetent. After reargument it sustained that conclusion, and the evidence never did appear in the record, and nobody knows to this day what it is without going to a record in another place.

Mr. Manager WEBB. Mr. President—

The PRESIDENT pro tempore. It is necessary that argument shall conclude at some time, the Chair will say to the managers.

Mr. Manager WEBB. I just want to make the point, Mr. President, that the ruling in the Senate with reference to the Swayne case has no application to this evidence, because there it was a constitutional question as to whether or not a man under the Constitution of the United States could have his evidence used in two different places and be confronted with it in the Senate—entirely a different question. This is a question of trying the conduct of this judge. We say that he knew his conduct was bad, and that he knew that this contract was made with his name as a silent party in it. We say that the Senate ought to hear it; it is a part of the gist of this charge and ought to be made known as evidence in this case.

Mr. WORTHINGTON. When counsel prove that Judge Archbald knew it, we shall withdraw our objection.

The PRESIDENT pro tempore. Before taking action in regard to this question, the Chair desires to make a statement to the Senate. Anticipating that questions of the admissibility of evidence would arise, the present occupant of the chair has examined former impeachment cases in order to ascertain what was the practice of Presiding Officers themselves in regard to deciding questions of this character, or of submitting them to the Senate. Upon examination, it is found in former impeachment cases that very liberally, to say the least, the Presiding Officer had availed himself of the privilege of submitting the matter to the Senate. In the Andrew Johnson impeachment case in particular, which was presided over by the highest judicial officer in the land, Chief Justice Chase, almost invariably every question as to the admissibility of evidence was submitted by him to the Senate for its determination. While the present occupant of the chair is not averse to taking responsibility in a matter that is alleged by the counsel to be peculiarly vital to the case, he feels that the matter should be submitted to the Senate. He is more inclined to that course by the fact that if one single Senator differed from the conclusion of the Chair he would have the right to have the vote taken by the Senate. Therefore, in this case the present occupant of the chair will submit to the Senate the question as to the admissibility of the evidence.

Mr. CULBERSON. Mr. President, I ask that the paper be read, so that we may know what it is before we vote on its admissibility.

The PRESIDENT pro tempore. The Chair was about to state that, in the opinion of the present occupant, it is necessary that the Senate should be informed of the nature of the paper before Senators could determine whether or not it is admissible. Therefore, in the absence of any objection—and if objected to that question will be submitted to the Senate—the present occupant of the chair will direct that the paper be read to the Senate.

The Secretary read the paper, which is marked "Exhibit 7," as follows:

EXHIBIT 7.

Assignment made this 5th day of September, A. D. 1911, by Edward J. Williams, of the borough of Dunmore, County of Lackawanna and State of Pennsylvania, party of the first part, to William P. Boland and a silent party, both of the city of Scranton, county and State above mentioned, parties of the second part. For services rendered or to be rendered in the future by William P. Boland and silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Capt. W. A. May, superintendent of the Hillside Coal & Iron Co., it is agreed by said Edward J. Williams who is the owner of two options covering a culm bank known as the "Katydid," situate in the vicinity of Moosic, Pa., that he hereby assigns two-thirds of any profits arising from the sale of the above-mentioned property over and above the amounts to be paid John M. Robertson and the Hillside Coal & Iron Co. \$3,500 and \$4,500 respectively, to be divided equally between William P. Boland and silent party mentioned above, their heirs, successors or assigns, and this shall be their voucher for same.

W. L. PRYOR.

E. J. WILLIAMS. [SEAL.]

The PRESIDENT pro tempore. The question is now submitted for the determination of the Senate whether the paper, which has just been read, shall be admitted in evidence. Under the rule the vote must be taken by yeas and nays. When so taken those who favor the admissibility of the paper will vote "yea," and those who oppose the admissibility of the paper in evidence will vote "nay."

The Secretary will call the roll.

Mr. POINDEXTER. Mr. President, I should like to inquire if it be within the rules of the Senate sitting as a Court of Impeachment to receive this evidence and to reserve a decision as to its admissibility? That practice is common in the courts. If we undertake to vote upon each objection to the testimony, or at least each important objection to the testimony of witnesses—

The PRESIDENT pro tempore. The Senator has no right under the rule to discuss the question. The Senator has the right, if he so desires, to submit an order to the Senate, which would cover the point that he wishes to make.

Mr. POINDEXTER. Well, I ask leave to submit such an order.

The PRESIDENT pro tempore. The Senator will please reduce it to writing.

Mr. LODGE and Mr. GALLINGER. Call the roll.

The PRESIDENT pro tempore. The Senator from Washington desires to have an order submitted to the Senate preliminary to the vote, as the Chair understands from the Senator's statement. Of course, he has the right to submit it, if the Chair is correct in that statement.

Mr. LODGE. I did not so understand him.

The PRESIDENT pro tempore. The Chair may have misunderstood the Senator from Washington, but that was the Chair's understanding.

Mr. POINDEXTER. I present the following order. Mr. President, I will say—

The PRESIDENT pro tempore. The Senator has not the right to discuss it.

Mr. POINDEXTER. Have I no right to make an explanation?

The PRESIDENT pro tempore. No; the Secretary will report to the Senate the order submitted by the Senator from Washington.

The Secretary read as follows:

Ordered, That the evidence be received and the decision as to its admissibility be reserved.

The PRESIDENT pro tempore. The Chair does not understand that that is subject to a point of order on his part, and is obliged to submit it to the Senate as he would any other order which is asked for. Therefore—

Mr. LODGE. The roll call must first come on the order proposed.

The PRESIDENT pro tempore. The Chair will give it that direction—that the question of admissibility will be first taken, and then the question as to what office it shall perform. The Chair will put the question upon the admissibility of the evidence unless the Senator from Washington desires this as an order preliminary to it.

Mr. POINDEXTER. I should like to have an opportunity to read the written evidence proposed to be introduced before being required to vote upon its admissibility. It is impracticable to do that here. Consequently I have submitted this order.

The PRESIDENT pro tempore. The Chair will submit the order to the Senate, and the Secretary will call the roll upon the order asked for by the Senator from Washington. Those who favor the adoption of the order will, as their names are called, vote "yea"; those who are opposed to the adoption of the order submitted by the Senator from Washington will, as their names are called, vote "nay."

Mr. CULBERSON. Mr. President, are we required to take a yea-and-nay vote on this preliminary order? I think not under the rule.

The PRESIDENT pro tempore. The rule is that every vote shall be taken by yeas and nays.

Mr. GALLINGER. Regular order!

The PRESIDENT pro tempore. The Secretary will call the roll.

The roll being called, resulted—yeas 3, nays 57, as follows:

		YEAS—3.	
Clapp	Dixon	Pointexter	
		NAYS—57.	
Ashurst	du Pont	Martin, Va.	Shively
Bacon	Fletcher	Martine, N. J.	Simmons
Borah	Foster	Massey	Smith, Ga.
Brandeggee	Gallinger	Myers	Smith, Md.
Brown	Gardner	Nelson	Smoot
Bryan	Gore	O'Gorman	Sutherland
Burnham	Guggenheim	Overman	Swanson
Burton	Hitchcock	Page	Thornton
Clark, Wyo.	Johnson, Me.	Penrose	Tillman
Clarke, Ark.	Johnston, Ala.	Perkins	Townsend
Crane	Kenyon	Perky	Warren
Crawford	La Follette	Pomerene	Works
Culbertson	Lodge	Richardson	
Cullom	McCumber	Root	
Cummins	McLean	Sanders	
		NOT VOTING—34.	
Bailey	Curtis	Lea	Smith, Mich.
Bankhead	Davis	Lippitt	Smith, S. C.
Bourne	Dillingham	Newlands	Stephenson
Bradley	Fall	Oliver	Stone
Briggs	Gamble	Owen	Watson
Bristow	Gronna	Paynter	Wetmore
Catron	Jackson	Percy	Williams
Chamberlain	Jones	Reed	
Chilton	Kern	Smith, Ariz.	

The PRESIDENT pro tempore. The order is not adopted. The question recurs upon the question submitted by the present occupant of the chair, as to whether the paper read shall

or shall not be admitted in evidence. As their names are called Senators who favor the admission of the paper in evidence will vote "yea"; those who oppose it will, as their names are called, vote "nay."

Mr. CLAPP. Could not the requirement for a yea-and-nay vote be waived if there was no objection made?

The PRESIDENT pro tempore. Undoubtedly.

Mr. CLAPP. Why not test it in that way?

The PRESIDENT pro tempore. If it is unanimous, the Chair is of the opinion that a yea-and-nay vote is not required, because it is the same as if every Senator voted.

Mr. CLAPP. I suggest that the Chair first submit in a suggestive way whether it would be unanimous, and if so it would save calling the roll.

The PRESIDENT pro tempore. The Chair will adopt the suggestion of the Senator from Minnesota and ask if there is any objection to the admissibility of the paper in evidence?

Mr. WORTHINGTON. Mr. President, I should like to call the attention of the Presiding Officer and of the Senate to Rule VII adopted by the Senate and governing the proceedings in impeachment cases. It provides:

Or he—

That is, the Presiding Officer—

Or he may, at his option, in the first instance, submit any such question to a vote of the Members of the Senate. Upon all such questions the vote shall be without a division, unless the yeas and nays be demanded by one-fifth of the Members present, when the same shall be taken.

The PRESIDENT pro tempore. That is seemingly in conflict with Rule XXIII, and the Chair construes it to be governed by the first portion of Rule XXIII, which expressly provides that all orders and decisions of the Senate must be by yeas and nays. The only variation is when there is no division, which is the same as if the roll had been called and everybody had voted yea. Therefore the Chair repeats the question.

Mr. CULBERSON. I suggest to the Chair that Rule XXIII makes provision subject to Rule VII, which counsel has just read.

The PRESIDENT pro tempore. That is true, but then it does not have reference to that part of the rule. The Chair can not now discuss that question. The Chair will put the question again. Is there objection by any Senator to the admissibility of the paper in evidence?

Mr. CLARK of Wyoming. There is.

The PRESIDENT pro tempore. The Senator from Wyoming objects. Therefore the roll will be called. As their names are called those in favor of the admissibility of the evidence will vote "yea"; those opposed will, as their names are called, vote "nay."

The roll was called; and the result was announced—yeas 55, nays 6, as follows:

YEAS—55.

Ashurst	Fletcher	Massey	Simmons
Bacon	Foster	Myers	Smith, Ga.
Borah	Gardner	Nelson	Smith, Md.
Bristow	Gore	O'Gorman	Smith, Mich.
Brown	Hitchcock	Overman	Smith, S. C.
Bryan	Johnson, Me.	Page	Smoot
Burton	Johnson, Ala.	Perkins	Sutherland
Clapp	Kenyon	Perky	Swanson
Crawford	La Follette	Poindexter	Thornton
Culbertson	Lodge	Pomerene	Townsend
Cullom	McCumber	Richardson	Warren
Cummins	McLean	Root	Watmore
Dixon	Martin, Va.	Sanders	Works
du Pont	Martine, N. J.	Shively	

NAYS—6.

Brandegee	Clark, Wyo.	Gallinger	Guggenheim
Burnham	Crane		

NOT VOTING—33.

Bailey	Curtis	Lea	Smith, Ariz.
Bankhead	Davis	Lippitt	Stephenson
Bourne	Dillingham	Newlands	Stone
Bradley	Fall	Oliver	Tillman
Briggs	Gamble	Owen	Watson
Catron	Gronna	Paynter	Williams
Chamberlain	Jackson	Penrose	
Chilton	Jones	Percy	
Clarke, Ark.	Kern	Reed	

The PRESIDENT pro tempore. The Senate decides that the paper is admissible, and it is so ordered.

The Chair desires, in the interest of expedition and orderly procedure, to suggest to both the managers on the part of the House and counsel for the respondent that hereafter when incidental questions are to be discussed they be confined to an opening and a reply and a conclusion. The Chair will not rule that arbitrarily or positively, but trusts that counsel will act upon its suggestion.

Mr. Manager WEBB. I understand that the contract is now in evidence?

The PRESIDENT pro tempore. The Senate has so ordered.

Q. (By Mr. Manager WEBB.) Mr. Williams, who was the silent party referred to in this contract?—A. I do not know. I do not think I ever had anything to do with that.

Q. Is that your signature [exhibiting paper to witness]?—A. That is my signature, but this is not the original. Where is the one you took a picture of?

Q. Is that your signature?—A. Yes.

Q. You say this is your signature?—A. That is my signature; yes, sir.

Q. Is it a copy of the one you signed. [A pause.] Did you sign it in duplicate?—A. No; I did not. Here they are; here are two of them [indicating].

Q. I will ask you this question: Did you testify before the Judiciary Committee of the House?—A. Yes; I did.

Q. Did you swear there that this contract contained the names—A. (Interrupting.) I do not remember anything about such a paper.

Q. Let me ask my question first. Did you swear before the Judiciary Committee of the House that the silent party referred to there was Judge Archbald, and that he knew that he was put in that contract as a silent party?—A. I did; yes.

Q. Sir?—A. That is what it meant; yes.

Q. Is that so?—A. Yes, sir.

Q. What do you say is so?—A. What is that?

Q. I want to know what you say is so; was he the silent party referred to in this contract? Did he know that you had put him in the contract as a silent party?—A. No; he did not know anything about it; the judge did not know anything about that.

Q. Who, then, was the party that you referred to in this contract as the silent party?—A. I do not remember that I ever did make that—

Q. I ask you again, did you swear before the Judiciary Committee of the House in this investigation?—A. I did acknowledge it at last.

Q. Did you acknowledge at last that you referred to him as the silent party?—A. Because my name was there; but how it got there I do not know.

Q. I ask you if you swore before the Judiciary Committee of the House that you put the judge's name to this contract as a silent party because you thought it would be unlawful to put his name in it?—A. That it would be unlawful?

Q. I ask you if you testified to that before the Judiciary Committee?—A. I do not remember.

Q. I ask you if you answered Judge NORRIS, on the committee, that the judge knew that he was a silent party.

Mr. Manager CLAYTON. Judge Archbald.

Q. (By Mr. Manager WEBB.) That Judge Archbald knew that he was a silent party?—A. I do not know about that; I do not know whether I did or not; I do not remember.

Q. Did you insert his name in there as a silent party?—A. No; I did not put his name in there. I did not put that silent party in there. I did not make that paper at all.

Q. To whom did you refer as the silent party?—A. What is that?

Q. To whom did you refer as the silent party?—A. Boland drew up that paper. Here are two more here.

Q. To whom did you refer when you signed that? Whom did you refer to as a silent party? I will ask you if you swore before the Judiciary Committee that you put this in here, or that it was put in at your own suggestion—"silent party"?—A. I did not put it in.

Mr. NELSON. I submit we are entitled to an answer to the preceding question before the managers ask another.

Mr. Manager WEBB. I think the Senator is right.

Q. (By Mr. Manager WEBB.) I ask you again if you swore before the Judiciary Committee of the House of Representatives, when this matter was under investigation before it, that the silent party referred to in this contract was Judge Archbald, and that you told the judge you had referred to him as a silent party?—A. I never told the judge.

Q. I ask you if you swore to that before the Judiciary Committee.—A. Well, it was a mistake, because I never told the judge about it.

Q. Then, I ask you if you put his name in this contract and referred to him as the silent party?—A. I told you it was not me that put that in there.

Q. It was you who signed it, was it not?—A. I may have signed it, but I never made that paper.

Q. I ask you whether you did not say when you signed it that the judge was a silent party?—A. Well, it meant the judge, of course.

Mr. Manager WEBB. You could have said that two or three minutes ago.

Mr. WORTHINGTON. Mr. President, I object to the gentleman lecturing the witness.

Q. (By Mr. Manager WEBB.) You say "silent party" meant the judge. Why did you not put the judge's name in there?—A. I did not put his name in there.

Q. I ask if you did not swear before the Judiciary Committee that the reason you did not put his name in was because you thought it would not be lawful? [A pause.] Sir?—A. I do not remember saying that. I do not remember that.

Q. I ask you now, then, if that was not the reason?

Mr. POMERENE. Mr. President, I desire to submit a question to be addressed to the witness.

The PRESIDENT pro tempore. The Senator from Ohio asks that the following question be prepounded to the witness. The Secretary will read the question.

The Secretary read as follows:

Q. Was the paper read to you or by you before you signed it?

A. I do not think it was.

Mr. Manager WEBB. On behalf of the managers, I ask permission of the Senate at this point to cross-examine this witness. My reason for asking it is that it is perfectly evident that he is a party in this transaction, that he is a friend to Judge Archbald, and an unwilling witness, and hostile to this case. As a preliminary to this request, however, I want to ask the witness this question.

Q. (By Mr. Manager WEBB.) I will ask you, Mr. Williams, if you did not say in the Scranton Times, on the 27th of April, a week before you came to Washington to testify before the Judiciary Committee, that you had papers in your possession which would clear the judge?—A. Well before—

Q. Just answer that question.—A. Before the Attorney General, do you mean?

Q. No; before you came to Washington to testify before the Judiciary Committee. Was not this published in the Scranton Times on April 27?

I have the papers in my pocket which will show the price we paid, and when the case comes to that point my testimony will clear Judge Archbald.

Did you not admit before the Judiciary Committee that you put that in the Scranton Times; and did you not tell that to a correspondent of the Scranton Times, and was it not published in your city?—A. I do not remember anything about that—not a word.

Q. Who paid your expenses when you came to testify before the Judiciary Committee?—A. The judge paid them. He gave me the ticket to come down.

Q. You mean Judge Archbald?—A. Yes, sir.

Q. Are you a friend of the judge?—A. I was friendly with him; yes, sir.

Mr. Manager WEBB. Mr. President, under these circumstances we feel that in order to get from this witness the facts that he has testified to here before, even, or to get a full statement from him, we are entitled to cross-examine him or lead him.

The PRESIDENT pro tempore. The Chair would suggest that the manager proceed a little further without doing so.

Mr. Manager WEBB. Very well, sir.

Q. (By Mr. Manager WEBB.) I will ask you if you did not swear before the Judiciary Committee that you did sign this?—A. Yes, sir; I did.

Q. You did?—A. I did sign that. That is my handwriting.

Mr. Manager WEBB. That answers the question. That is your handwriting.

Mr. Manager CLAYTON. May I interrupt my colleague to ask that he please identify the paper as to which the witness now answers?

Mr. Manager WEBB. This is the "silent-party" contract about which I am now talking.

Q. (By Mr. Manager WEBB.) You admit you signed it?—A. Yes; I signed it.

Q. You admit now that you signed it?—A. Yes, sir; I did.

Mr. Manager CLAYTON. What is the number of the exhibit?

Mr. Manager WEBB. Exhibit No. 7.

Q. (By Mr. Manager WEBB.) When you signed it, did you know the "silent party" was in it?—A. No; I did not know it; and I do not know now. I do not know when or how that was signed; I can not tell you.

Q. I will ask you again now, and please listen to this question—A. (Interrupting.) You know that in the Crawford will case there have been some signatures put on the papers—

Q. I understand.—A. And it was not written by Jim Crawford.

Q. You do not deny that at one time—whether it was in this paper or not—you signed a paper in which you referred to

Judge Archbald as a silent party?—A. No, sir. I would not swear I signed that.

Q. This paper?—A. Yes.

Q. Then we will discard this paper for the present. You did sign a paper?—A. I did.

Q. And did that "silent party" refer to Judge Archbald?—A. Yes, sir.

Q. Did you tell Judge Archbald that you had done that?—A. To Bill Boland, you mean?

Q. No; did you tell Judge Archbald that you had referred to him as a silent party?—A. No; I do not know.

Q. In any kind of a contract?—A. I do not know whether I did or not.

Q. I will ask you if you made this response to Mr. NORRIS in the Judiciary Committee.

Mr. WORTHINGTON. Give the page, please.

Mr. Manager WEBB. Page 516.

Q. (By Mr. Manager WEBB.) This is a question Mr. NORRIS asked you:

Did the judge know that he was a silent partner?

Mr. WILLIAMS. He knew that he was a silent partner all right.

Is that true?—A. Yes; he knew that he was a silent partner.

Q. After the letter from Mr. May submitting a copy of the contract to you from him, did he rescind that contract a little later by another letter?—A. How is that?

Q. I mean did Mr. May annul or withdraw the contract for the Katydid culm dump which he was making to you so that he could make it to Mr. Bradley?—A. No; Mr. Bradley took the deed back to him—that deed you read here to-day.

Q. That is right. Mr. Bradley did hand it back to him?—A. Yes.

Mr. Manager WEBB. There is no controversy about that?

Mr. WORTHINGTON. No.

The WITNESS. Because this lawsuit was coming on.

Mr. Manager WEBB. I introduce Exhibit 8.

Q. (By Mr. Manager WEBB.) I wish you would listen to this and see if you received that letter.

The Secretary read the letter referred to, which was marked "Exhibit 8," as follows:

[U. S. S. Exhibit 8.]

APRIL 13, 1912.

Mr. RICHARD BRADLEY, Peckville, Pa.

DEAR SIR: Further in the matter of the interest of the Hillside Coal & Iron Co. in the Katydid dump, referred to in mine of the 11th instant to you:

Because of the complications brought to your attention yesterday at the Laurel Line station our attorneys believe that it will be best for you not to do anything whatever in connection with the matter until you hear further from me.

Yours, very truly,

W. A. MAX,

Vice President and General Manager.

(Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Q. (By Mr. Manager WEBB.) Did you receive a copy of that letter?—A. Yes, sir.

Q. Was the contract returned to Mr. May—this contract of sale?—A. The deed was returned to him; yes, sir.

Q. Well, the deed. It was returned to Mr. May?—A. It was sent to Mr. Bradley to examine, to see if it was acceptable to him.

Q. And it was acceptable to him?—A. It was acceptable.

Q. This letter received two days later called it in, did it?—A. Yes, sir.

Q. Since Mr. Bradley returned the contract, have you tried to sell the culm bank to anyone else?—A. No, sir.

Q. I ask you if you tried to sell it to Mr. Thomas Howell Jones?—A. Oh, no. That was before that.

Q. Did you try to sell it to Mr. Thomas Howell Jones?—A. No; that was before Bradley.

Q. Whenever it was, did you try to sell it to Thomas Howell Jones?—A. Yes, sir.

Q. Did you carry Thomas Howell Jones to the judge's office?—A. What is that?

Q. Did you carry Thomas Howell Jones to the judge's office; did you go with him to the judge's office?—A. Yes, sir.

Q. Did you in the presence of the judge give him a 10-day option, at \$25,000, on this dump?—A. Yes, sir.

Q. Do you know when it was that you gave Thomas Howell Jones this 10-day option?—A. It was before Bradley; a few days before that.

Q. A few days before?—A. Yes; a few days before Bradley.

Q. Are you quite sure it was before, or was it since?—A. Oh, it was before.

Q. Why should it be before the time when you negotiated with Bradley for it?—A. I did not negotiate with Bradley until after Tom Jones.

Q. Then I will ask you if Mr. Thomas Howell Jones went down to examine the culm dump after he had his \$25,000 option;

did he examine it to see whether or not it was worth buying?—A. He was ready to buy it, but his parties did not come on.

Q. After he came back from examining the dump I will ask you if you and he did not go to the judge's office and if the judge did not tell Mr. Thomas Howell Jones that he (the judge) had no title to this dump, and that you got out of the office; and that a few days later you asked Jones where he was going and you told him not to go to the judge's office, that he had nothing to do with it?—A. No, sir; I did not. I did not say that.

Q. Did you have any discussion of that sort with Thomas Howell Jones?—A. No, sir; I did not.

Q. You gave him an option, did you not; a 10-day option?—A. Yes, sir.

Q. Who drew it?—A. It was only a verbal option; that was all; no paper.

Q. It was not written?—A. No, sir.

Q. Was it given in the presence of the judge?—A. Why, yes; it was given in the presence of the judge, but it was only a verbal option. I do not remember any written option to him.

Q. Now, returning to the other proposition, let me ask you this question, Mr. Williams: If this conversation between you and Judge NORRIS did not occur before the Judiciary Committee investigating this matter?

I read from page 513 of the volume already referred to:

Mr. NORRIS. Mr. Williams, why was it that you gave Judge Archbald a half interest in this contract?

Mr. WILLIAMS. Why was it?

Mr. NORRIS. Yes.

Mr. WILLIAMS. Did I not have a right to give it?

Mr. NORRIS. Yes; I am not questioning that, but I ask you why you did it?

Mr. WILLIAMS. Because he was doing something for it—to help me to get it.

Mr. NORRIS. What was he doing beyond writing these letters?

Mr. WILLIAMS. That is all he done—to write the letters.

Mr. NORRIS. Did you have any idea that on account of his position he might have some influence that might be important in negotiating the deals?

Mr. WILLIAMS. Well, no; not exactly that, sir.

Mr. NORRIS. Tell the committee why it was in this assignment that you gave you referred to Judge Archbald as a silent party.

Mr. WILLIAMS. Tell them why?

Mr. NORRIS. Yes.

Mr. WILLIAMS. Only of the service he done to me in getting it.

Mr. NORRIS. Yes; but in this assignment you gave to Boland you referred to a silent party, which you say means Judge Archbald. Why was he not referred to by name? In other words, why was it kept a secret that Judge Archbald was the party? What purpose did you have in view in withholding his name?

Mr. WILLIAMS. I do not know. I thought maybe that it was not lawful.

Did you swear that before the Judiciary Committee?—A. Yes, sir.

Q. Is it still so?—A. Yes.

Q. Did you say "yes" or "no"?—A. "Yes."

Q. Now, Mr. Williams, when you went back to the judge after the first time you applied to Mr. May for this option and he (May) refused or declined to let you have it did not the judge say "I will go to New York and see Brownell, and I may be able to do him some hurt for refusing such a small favor"? I will ask if you did not swear that before the Judiciary Committee?—A. I forget whether I did or not. I do not remember that I said that, but I said that he was going to New York; yes, sir.

Q. But did he not say that he had some cases, the lighterage cases, on his desk at that time?—A. No, sir. It was I who said that.

Q. Did you not swear that the judge pointed to some lighterage cases on his desk and you did not know what a lighterage case was?—A. Yes; I asked him what lighterage meant.

Q. Did you not swear before the committee that the judge said "I will go to New York and see Brownell, and I may be able to do him some hurt for refusing such a small favor"? Did you not swear that before the Judiciary Committee?—A. No, sir; I do not remember saying that. I do not know whether I did or not say that.

Q. I will ask you if you did not swear it before the committee?—A. I do not remember.

Q. Is it not a fact that you did say that the judge said "I will go to New York and see Brownell and I may be able to do him some injury," and when you came to explain who "him" meant you said the judge did not mean Brownell, but meant May? Is that not what you swore before the committee?—A. I do not remember.

Q. I ask you now if you do not remember the judge did say that and you explained that he did not mean to hurt Brownell but to hurt May? Is not that true; did you not swear that before the committee?

Mr. WORTHINGTON. I think that the witness ought to understand whether he is being asked whether it is true or

whether he swore to that before the committee. Both questions are being put to him.

Mr. Manager WEBB. I am asking, first, whether he swore to that before the committee. You understand that?

Mr. WORTHINGTON. You say I understand it?

Mr. Manager WEBB. I referred to Mr. Williams.

The WITNESS. I guess I did.

Q. (By Mr. Manager WEBB.) If you swore to it, it is true, is it not?—A. Yes, sir.

Q. Because that was nearer to the time of the transaction than the present day. I ask you if, when the judge came back from New York, he told you that he had seen Brownell, and for you to go to Mr. May and get that option; that Mr. May thought a great deal of you and liked you very much?—A. No; not in that way.

Q. Tell how it occurred, then.—A. The judge did not tell me that. He said, "I met Capt. May, and he told me to tell you to come up and get it." That is what he told me.

Q. May told the judge to tell you to come up?—A. Yes, sir.

Q. And the judge did tell you?—A. Yes.

Q. And he told you that Mr. May liked you very much?—A. Yes; he did.

Q. And in response to the judge's suggestion to go and get it you did go to May and get it?—A. I got it; yes.

Q. That was after the judge had returned from New York and told you he had seen Brownell; that is correct, is it not?—A. Yes, sir.

Q. Then Mr. May had changed his attitude about the proposition between the first time you saw him and the last time, because he finally did agree to give you the option. Is not that right?—A. He gave me the option.

Q. When you went to see him about it first, would he talk to you about the matter?—A. Oh, yes; he talked to me.

Q. Did he not decline to give you any satisfaction?—A. He declined to give it to me.

Q. He declined to give you any satisfaction and talked to you pretty gruff, did he not?—A. Yes, sir. I told him I had a lease for all the culm that was mined from Forest City to Moosic in one lease, and he remembered it all right.

Q. Do you know whether Mr. May went to New York sometime in August after you saw him?—A. No, sir; I do not know anything about Mr. May's movements.

Q. Do you know Jim Dainty?

Mr. Manager WEBB. This is article 6 we are now entering upon, Mr. President.

A. Yes, sir.

Q. (By Mr. Manager WEBB.) State whether you ever took Jim Dainty to the judge for the purpose of getting the judge to assist Dainty in the sale of the Everhardt interests in a tract of land owned by the Lehigh Valley Railroad Co.; and if so, what part the judge played in that negotiation. Tell us about that.—A. I do not know much about that. I heard him telephoning to the manager of the Lehigh Valley—

Q. Before we get to that, please.—A. (Interrupting.) And that is all I heard.

Q. How did you come to take Jim Dainty to the judge? Did you take Dainty to the judge?—A. I do not know whether Jim asked me to introduce him to the judge.

Q. Well, anyway, did you go with Dainty to the judge?—A. I did; yes.

Q. What was said between you and Dainty and the judge?—A. I introduced Dainty to the judge and he introduced the subject to him, and I went out.

Q. What was the subject?—A. The sale of one interest in the lease. The other interest had been sold to the Lehigh Valley.

Q. I understand the Lehigh Valley owned about four-fifths of a tract of land. Is that right?—A. Yes, sir.

Q. And the Everhart heirs owned the remaining one-fifth. Is that right?—A. Yes, sir.

Q. And that the railroad company wanted to buy this remaining one-fifth, but did not want to pay the price that the Everhart heirs had asked. Is that right?—A. They had refused until then.

Q. What did Dainty ask the judge to do when he went in?—A. He asked him to communicate with the manager.

Q. Who was the manager?—A. Mr. Warriner, or some name like that.

Q. Did he communicate then and there with him on the phone?—A. Yes, sir; and that is the last I know. I walked out and went downstairs. I do not know anything more about that.

Q. But what did you hear the judge say to Warriner?—A. Oh, just called him, and I did not hear what he talked about.

Q. Did you not swear before the committee that you heard him ask him if he would not pay this price?—A. I do not re-

member. Did I say that? I do not remember what I said about that.

Q. Why did you go out immediately that you took Dainty in to see the judge?—A. Because I had nothing to do with that.

Q. You introduced Dainty to the judge?—A. I introduced him; yes.

Q. What for? Why?—A. Jim told me what for.

Q. Why did you want Jim to know the judge in reference to the sale of this land to the railroad company?—A. Because the judge was acquainted with the Everharts, and he did that as a friendly act to—

Q. I will ask you again what the judge said to Mr. Warriner when he saw him?—A. I do not know what he said.

Q. Do you know when this was—what time last year or this year?—A. I do not remember what time.

Q. Was it a year ago? Was it in 1911?—A. Yes, sir; I think it was in 1911. I think it was before this year. I think it was over a year ago.

Q. Did Dainty tell the judge when you took him in that he had influence with the Everhart heirs, and if the judge would assist in selling this land to the railroad company he expected to get a lease of 324 acres of isolated coal land, in which he would give the judge an interest?

Mr. WORTHINGTON. Is it competent to ask the witness what took place between Dainty and the judge?

Mr. Manager WEBB. I did ask him if this occurred in the presence of the judge [to the witness], and I ask you again.

A. I do not remember whether Jim said that or not.

Q. (By Mr. Manager WEBB.) Was anything like that said?—A. Yes; there was something, but I do not remember how much land or how much coal was on the land. I do not think that Jim knew himself how much coal there was.

Q. Aside from the amount of coal and the number of acres, was that the conversation, that if the Everhart heirs sold to the railroad company the railroad company would lease to Dainty 324 or some number of acres of coal land isolated, and the judge would share in the profit of it?—A. I do not know.

Q. Was there something like that conversation before the judge?—A. I can not tell you about that, because I told you I went out right away.

Mr. Manager WEBB. I understood you to say a moment ago that you introduced Dainty to the judge.—A. I did introduce him.

Q. And told him the business he had with him?—A. I told him he knew the Everhart heirs; that he was acquainted with the Everharts.

Q. Dainty did?—A. I told the judge.

Q. That Dainty knew the Everharts?—A. That he was acquainted with the Everhart heirs; that he was friendly with them.

Q. Then did you hear Dainty ask the judge to help him sell the Everhart interest to the railroad company?—A. I just heard that and that is all. I went out.

Q. You heard that much?—A. Yes, sir.

Q. You saw the judge immediately take up the telephone and call Warriner, did you not?—A. Yes, sir.

Q. You said a while ago you saw him take up the telephone and call Warriner, the general manager?—A. I did.

Q. How far does Warriner have his office from the judge?—A. At Wilkes-Barre.

Q. Eighty miles?—A. Twenty miles.

Q. Twenty miles away? You introduced Dainty in the judge's office, and this transaction took place there?—A. Yes, sir.

Q. Did you tell Dainty that you could tell him a man who would help him make that sale?

Mr. WORTHINGTON. I object to that, Mr. President.

Mr. Manager WEBB. If there is going to be an objection I will withdraw it.

Mr. WORTHINGTON. I certainly do object to trying to influence against Judge Archbald by producing what people outside of his presence may have said, which was not communicated to him.

Q. (By Mr. Manager WEBB.) Was there anything said in this conversation between Judge Archbald and Dainty and you about the Everhart heirs wanting \$20,000 more for the land than the railroad company wanted to pay?—A. I do not remember about the amount. I do not remember.

Q. I will ask you if you did not say to Dainty, in the presence of the judge, that the judge was the only man you knew in Scranton who could effectuate or effect that sale?—A. I guess I did.

Q. I will ask you if you did swear that from the conversation you gathered in the presence of the judge the judge was to act as negotiator with the Everharts and the Lehigh Railroad Co. for the sale of this tract of land to them?—A. Yes, sir.

Q. You said that?—A. Yes, sir.

Q. I will ask you if you know Thomas Darling?—A. I met him once; that is all.

Q. Is he an attorney for the Lehigh Valley Railroad Co.?—A. He is.

Q. Have you ever seen him practice law before Judge Archbald's court?—A. No; I never have.

Q. Mr. Williams, I ask you if you did not swear before the committee that you had seen him often in cases before the judge's court?—A. I never seen him only as I went to see him with that letter to his office in Wilkes-Barre.

Q. You know he is a lawyer representing the Lehigh Valley Railroad Co.?—A. I know he is a lawyer. That is all I know about him.

Q. How do you know that he represents the Lehigh Valley Railroad Co.?—A. I did not know it. I did not think he was a lawyer of the Lehigh Valley.

Q. Did you ever have any dealing with him besides this letter which you carried from Judge Archbald?—A. No; I never had any dealing with him. I was a perfect stranger to Darling.

Q. Look at this letter [exhibiting], please, and see if that is the one that you carried to Mr. Darling.—A. I do not know, because I did not open the letter.

Mr. WORTHINGTON. Under what article of impeachment is that offered in evidence, may I ask?

Mr. Manager WEBB. I think it is covered in article 13.

Mr. WORTHINGTON. If it is offered only under the thirteenth article, we object to it.

Q. (By Mr. Manager WEBB.) Do you know Judge Archbald's handwriting? I believe you said you did. Is that it [presenting letter]?—A. (Examining letter.) Yes, sir.

Mr. Manager WEBB. I should like the Secretary to read this letter, Mr. President.

The PRESIDENT pro tempore. It is offered in evidence?

Mr. Manager WEBB. It is offered in evidence.

The PRESIDENT pro tempore. The Secretary will read the letter.

The Secretary read as follows:

(United States Commerce Court, Washington.)

SCRANTON, August 3.

THOS. DARLING, Esq.

MY DEAR DARLING: This will introduce Mr. Edward Williams, of this city, who wishes to talk with you about the purchase of a culm dump which you control. Mr. Williams is a coal man of experience and is in touch with parties who are able to handle the dump if you are inclined to dispose of it.

Yours, very truly,

R. W. ARCHBALD.

Mr. Manager WEBB. Let the Secretary read the heading.

The SECRETARY. I did read the heading.

Mr. Manager WEBB. Read it again.

The Secretary read as follows:

United States Commerce Court, Washington.

Scranton, August 3.

Mr. WORTHINGTON. I do not care to insist on the objection until it is offered under the thirteenth article. What we have to say about that may be reserved.

Mr. Manager WEBB. I am not confined to any particular article in this particular evidence, of course. We think the letter is entirely competent. [To the witness:] Mr. Williams, the judge says here that "Mr. Williams is a coal man of experience and is in touch with parties who are able to handle the dump." Do you know whom you were in touch with then who was able to handle this dump if you could buy it? Did he refer to himself?—A. No.

Q. To whom did he refer, then?—A. I do not know. That was my business, sir.

Q. Exactly.—A. Exactly; yes, sir.

Q. He says you are in touch with coal men who would be able to handle the dump. To whom does he refer as the persons you were in touch with to handle the dump?—A. I do not know. I know all the coal men myself—all the coal operators. I am well acquainted with them.

Q. Before you got this letter from the judge did you tell him that you were going to give him an interest in it?—A. No; I did not say anything to him about that. I never talked about that.

Q. How is that?—A. No.

Q. How did you come to get this letter from Judge Archbald?—A. I went to see him about Darling. I did not know that Darling was a Lehigh Valley lawyer.

Q. We will leave that out. Why did you go to the judge to get this letter to Darling?—A. Well, because he was friendly; that is, I knew he was friendly with Darling.

Q. You knew he was friendly with him. Is that all you have to say?—A. Yes.

Q. Did you tell him when he wrote the letter that you intended to give him half of it if you got the dump?—A. I do not remember telling him.

Q. I ask you if, on page 547 of the hearings before the Judiciary Committee, you did not swear this in response to Mr. Norris's questions:

Mr. NORRIS. Did you intend to give him a half interest in it if you got it from Darling?

Mr. WILLIAMS. I intended to give him an interest; yes, sir.

Mr. NORRIS. You did?

Mr. WILLIAMS. Yes, sir.

Mr. NORRIS. Did you ever tell him that?

Mr. WILLIAMS. Yes, sir; I did.

Mr. NORRIS. When did you tell him that?

Mr. WILLIAMS. Before I went I told him that.

Mr. NORRIS. You told him before you got the letter, did you? Is that right?

Mr. WILLIAMS. Yes, sir.

Did you swear that before the Judiciary Committee?

Mr. WORTHINGTON. Mr. WEBB, I think you are making a mistake there. That relates to the Katydid dump and not the Darling transaction.

Mr. Manager WEBB. I beg your pardon, Mr. Worthington; that is a difference in construction. The leading question was, Did you intend to give him a half interest in it if you got it from Darling? and the subsequent question—

The WITNESS. Never anything come out of that.

Q. (By Mr. Manager WEBB.) I understand; but did you tell the judge that if you got the dump you would give him a half interest?—A. Yes, sir.

Q. That is so?—A. Yes; I intended—

Q. You told him that you intended to do it?—A. Yes, sir.

Mr. Manager WEBB. Under article 9, Mr. President, I wish to examine the witness now. [To the witness.] Mr. Williams, how long have you known Judge Archbald?

A. For over 30 years.

Q. Are you a man of any financial means?—A. I was some time ago; not now.

Q. Were you last year? Were you a year ago?—A. No; I was not a year ago.

Q. Were you four years ago?—A. Yes, sir.

Q. What did you have four years ago in the way of property?—A. Four, five, or six thousand dollars.

Q. Six thousand dollars?—A. About \$6,000.

Q. What has been your business since you came to this country?—A. Coal.

Q. A miner and operator?—A. A miner. I know every part of mining, making leases.

Q. You have been all through it?—A. Yes, sir.

Q. Making leases and options?—A. I have made leases. I have made leases for the Delaware, Lackawanna & Western. I made leases for different people.

Q. Did you ever have a conversation with the judge in which you induced him to join you in a Venezuelan venture, to buy an option on a million acres of land in Venezuela, and in that conversation or transaction the judge gave you a \$500 note, or gave a \$500 note to John Henry Jones, indorsed by him and yourself?—A. He did not give it to me.

Q. Now state all about it.—A. We got papers from Venezuela. We had just got the option from there and we had been negotiating for quite awhile. I seen every letter that came from Deman Santo, the consul there from Spain. He told us to send a man down there, that there was some valuable property there, and we could get an option on it, iron ore, copper, and very valuable timberland. So I gave the first money to go down there and got the option on the million acres right on the Orinoco River—what is the line through the country going up to Brazil.

Q. Now come down to the transaction between you and the judge and John Henry Jones, please.—A. After we got the option I told the judge about it, and he said, "I would like to see those papers. Will you let me see them?" I said, "Yes." John brought them over the next day.

Q. John who?—A. John Henry Jones.

Q. All right. Proceed.—A. And he showed them to the judge, and the judge said they were first-class papers, all right.

Q. Well, proceed, please.—A. He would like to invest some money in them. He said he would give a note to John. This was to go to London to pay expenses to negotiate to sell the land.

Q. Did he agree to take an interest in the option?—A. Yes, sir.

Q. What interest was he to have—one-third and you one-third? Did you say yes or no?—A. Yes, sir.

Q. What interest did Jones have?—A. The same.

Q. One-third?—A. For his services. He put nothing in, it. He did not put any money in it.

Q. What did the judge pay for his one-third interest; and did he give a note for it or not?—A. A note.

Q. Do you know whom the note was payable to?—A. John Henry Jones.

Q. How much was the note?—A. \$500. The Providence Bank cashed it.

Q. Wait a minute. You are going too fast. Who indorsed that note?—A. The judge indorsed it. I indorsed it.

Q. Did the judge indorse it?—A. Yes, sir.

Q. Who drew it?—A. The judge, I think.

Q. That is, did he write it himself?—A. I think he did.

Q. Do you know when that was?—A. I could not say exactly the date.

Q. Was it four years ago?—A. About that.

Q. At that time did you know that the Marian Coal Co. was party defendant in a suit before Judge Archbald, in which Peale was plaintiff?—A. I do not think they were fighting yet. I do not think they were.

Q. Do you not know?—A. I do not think there was a case on at all.

Q. Do you not know that Mr. Peale had sued the Marian Coal Co.?—A. I know all about Peale, but I do not think that that case had been started at that time.

Q. Leave that out. Do you know the Bolands own the principal stock of the Marian Coal Co., William P. Boland and Christopher G. Boland?—A. I do, very well. I have good reason to know it.

Q. When that note was drawn did you take it to C. G. Boland to have it discounted?—A. I did; yes, sir.

Q. Did you tell the judge that you were going to take it to Boland?—A. I think I did; but he said "Take it where you like; I do not care where you take it." He did not induce me to go there.

Q. I understand that. When the note was drawn the next question was to get it discounted, was it not?—A. Yes.

Q. And you told the judge that you were going to carry it to C. G. Boland for discount, and he told you to take it where you pleased?—A. Yes, sir.

Q. You took it to C. G. Boland and he declined to discount it?—A. He kept it for two days, sir.

Q. And declined to discount it?—A. And he never said anything about litigation, because there was no litigation—

Q. I am not asking you about that, Mr. Williams. We will show that later. He did not discount it?—A. No, sir; he did not.

Q. And what did you do with the note?—A. I went to the Merchants & Mechanics' Bank with it.

Q. Did you get it discounted there?—A. I did not. I brought it back to John Henry Jones, and he went up to the Providence Bank and got Von Storch, the president of the bank, to cash it.

Mr. Manager WEBB. I will state, Mr. President, that the note in question is a commercial paper, and we will be able to produce it a little later and introduce it in connection with this testimony. It is now in the bank.

Q. (By Mr. Manager WEBB.) Has that note ever been paid—the note drawn then?—A. No; it is partly paid; I do not know how much of it is paid.

Q. What part of it has been paid?—A. It is partly paid.

Q. How much—what part?—A. I do not know; it is none of my business to know.

Q. Do you know how much of that note has been paid during the last four years since it was made?—A. No, sir; I do not know. Only the first time I indorsed it, and I do not know anything about it.

Q. You indorsed it the first time. Have you not indorsed it since?—A. No, sir.

Q. Has it been renewed every four months since originally made?—A. Yes, sir; and they paid so much; but whether it is paid in full or not I can not say.

Q. You do not mean to say you did not indorse it, Mr. Williams? Did you not indorse it every time?—A. No, sir; not after that.

Q. Did you not indorse it on the 6th of last May in the judge's office, with Jones present?—A. I indorsed it once, I think, and that is all. He never asked me to indorse it.

Q. He did not ask you to indorse it? Did you take it to any other private citizen except Boland?—A. What?

Q. Did you take that note for discount to any other private party except Boland?—A. No, sir; not any person. I never asked anybody.

Q. After Boland had declined to discount it did you subsequently tell him that he had made a mistake in not discounting the judge's note?—A. No; I did not tell him that. He says that I said that; that he would save all expense; but I never said such a thing to him, sir, never.

Q. Did you ever sign a statement to that effect?—A. No, sir; I never signed a statement to that effect. I would be crazy—I am mad enough now—but would be crazier than a bug, sir, if I said such a thing as that, because this man never told me such a thing, and how could I say it?

Q. Let me refresh your memory. Do you not know that a man by the name of John W. Peale had sued the Marian Coal Co. in Judge Archbald's court; that he had secured an injunction and taken an account, and that that suit was pending in the judge's court when this note was made?—A. I do not know such a thing. I did not know that case was on.

Q. You were in the judge's office very frequently, were you not?—A. Yes, sir.

Q. And did you not know something about the suits pending in the district court there?—A. I knew about it when it came on to trial; but I did not think it was on then.

Q. You do not think it was on then?—A. In 1909, was it not—

Q. Well, 1909?—A. This note was made, was it not, and in 1910 or 1911 that suit came on.

Q. The suit was determined then, but I am asking you if the suit was not pending?—A. No; it was determined in 1912.

Q. When were you subpoenaed to come down to the hearing before the Judiciary Committee? Was it Sunday, May 4?—A. Yes; it was on Sunday.

Q. Where were you on Monday next following? Where did you go?—A. I do not know.

Q. I ask you if you did not go to the judge's office immediately after you were subpoenaed to come here in the investigation before the Judiciary Committee of the House?—A. I do not remember.

Q. What, Mr. Williams?—A. I do not remember.

Q. Perhaps I can refresh your memory. I ask if you did not go to the judge's office to tell him you wanted to get the money to come down here; that John Henry Jones was there; that you renewed this very \$500 note we have been talking about; that Jones took it back and the bank renewed it; and that you told the judge you would meet him at the depot, and he did meet you there and bought your ticket?—A. Yes; I know that.

Q. Did you go to the judge's office on Monday morning after you were subpoenaed on Sunday?—A. I forget; I do not remember.

Q. Speak a little louder, please, sir.—A. I do not remember whether I did or not; I do not remember about that.

Q. I ask you, then, if you did not swear before the Judiciary Committee of the House that you did go to Judge Archbald on the Monday following your subpoena on Sunday, and ask him for the money to come to Washington, and he told you he would meet you at the depot and give you a ticket, and he did do it?—A. Well, I do not remember that; but I did get the ticket anyhow.

Q. Did you go to Judge Archbald's office on Monday morning after you were subpoenaed on Sunday? You can answer that question.—A. Well, all I remember—I remember that I got the ticket. I do not remember that I went there on Monday.

Q. Do you remember seeing John Henry Jones in the judge's office?—A. No; I do not.

Q. Where did you get the ticket and from whom?—A. In the depot.

Q. From whom?—A. From the judge.

Q. How did you know that the judge was going to be at the depot?—A. I went there at the same time.

Q. How did you know that the judge was going to be at the depot if you had not seen him before that time?—A. I seen him going there.

Q. Had you not seen him in his office in the morning?—A. No; I did not go up with him from the office. I met him on the street.

Q. You met him on the street. What did you tell him?—A. I told him that I had no money to go down.

Q. Did you tell him that you were subpoenaed to come down here and testify against him?—A. To testify in this thing, anyhow.

Q. And at the depot he gave you the money, or rather the ticket, to come down here with?—A. He gave me the ticket; no money.

Q. You did not have money enough to come on?—A. No, sir; I did not.

Q. Where were all these transactions between you and Dainty and you and the judge about the Katydid dump and the Darling transaction had—in the judge's office in Scranton?—A. Some of them.

Q. Where were the others had?—A. It was those three, anyhow.

Q. Those three. Is the judge's office in the Federal building in Scranton?—A. Yes, sir.

Q. How often have you been in the judge's office during the last two years do you suppose?—A. Oh, very often; about three or four times a week maybe.

Q. Did you come down to Washington in February and testify in this Katydid matter?—A. What?

Q. Did you come to Washington on or about February 21, 1912, and testify before another tribunal, other than the Judiciary Committee, about this matter?—A. Yes.

Q. That was some time in February?—A. Yes.

Q. When you went back home did you tell the judge that you had testified down here?—A. What?

Q. When you went back to Scranton did you tell the judge that you had come down here and made this statement?—A. I did; yes.

Q. You say you did?—A. Yes.

Q. How long was it after you returned to Scranton that you told him that you had been down here?—A. I do not remember how long it was—whether it was the next day or whether it was in a week; I could not say.

Q. At any rate, immediately after you testified before the Attorney General?—A. I do not know.

Q. You did go back to Scranton and tell the judge about it?—A. I did tell him; yes.

Mr. CLARK of Wyoming. Mr. President, the Senate has now been in session since 12 o'clock. I doubt from the course of the examination whether this witness can conclude his testimony this evening; and, if it is entirely agreeable to the managers on the part of the House, I should like to make a motion that the Senate sitting as a Court of Impeachment do now adjourn.

Mr. Manager WEBB. I will say, Mr. President, that that is entirely agreeable to the managers.

The PRESIDENT pro tempore. The Senator from Wyoming moves that the Senate sitting as a Court of Impeachment do now adjourn.

The motion was agreed to, and (at 5 o'clock and 30 minutes p. m.) the Senate sitting as a Court of Impeachment adjourned. The managers on the part of the House and the respondent and his counsel withdrew from the Chamber.

Mr. GALLINGER. I move that the Senate adjourn.

The motion was agreed to, and (at 5 o'clock and 31 minutes p. m.) the Senate adjourned until to-morrow, Thursday, December 5, 1912, at 12 o'clock meridian.

HOUSE OF REPRESENTATIVES.

WEDNESDAY, December 4, 1912.

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

O Thou who art the life and light of men, the inspiration of every great thought, noble deed, and honest endeavor in the fields of activity which lead on to the higher and better forms of life, inspire us, quicken our activities, that we may be worthy sons of the living God, and leave behind us a record worthy of emulation, and merit at last Thine approbation, for Thine is the kingdom and the power and the glory forever. Amen.

The Journal of the proceedings of yesterday was read and approved.

DEATH OF SENATOR HEYBURN.

Mr. FRENCH. Mr. Speaker, I offer the following resolution and move its adoption.

The SPEAKER. The Clerk will report the resolution.

The Clerk read as follows:

House resolution 730.

Resolved, That the House of Representatives has heard with profound sorrow of the death of the Hon. WELDON BRINTON HEYBURN, late a Senator from the State of Idaho.

Resolved, That the Clerk be directed to communicate these resolutions to the Senate and transmit a copy thereof to the family of the deceased Senator.

The question was taken, and the resolution was unanimously agreed to.

CALENDAR WEDNESDAY.

The SPEAKER. This is Calendar Wednesday, and on the last Calendar Wednesday when the House adjourned the situation was this: What is known as the Crago pension bill for widows and children of Spanish veterans, H. R. 17470, had been reported favorably from the committee, and the gentleman from Georgia [Mr. RODDENBERY] had made a motion to recommit it with instructions; and on the motion to recommit on a viva voce vote the motion to recommit was lost. Thereupon the gentleman from Georgia made the point of no quorum. There