

WATER WORKS INVESTIGATION.

George the Silent Fails to Produce the Assignment of McDonald.

A Copy Obtained through Benj. G. Clark.

The Document in Full.

JEREMIAH CLARKE was the first witness examined yesterday afternoon. It was thought that he had some knowledge with reference to the changing of some of the plans, but it appeared to the contrary.

SAMUEL WILDER was next sworn, who was one of the committee appointed to recon-struct with the Commissioners in carrying out the Hemlock Lake plan, and he gave a brief description of the meeting, which was not of importance to the public.

Lorrain L. Nichols sworn—Am Assistant Engineer on the Rochester Water Works; have been employed as hydraulic engineer on the Erie, Chenango Valley and St. Mary's canals, and on the Albany Water Works; my duties were to make survey along the line of conduit; did also make calculations on supply of water; did that before the letting of the contract; first had to estimate the gathering ground or water-shed; the character of the soil, precipitancy of the slopes, etc.; the plans laid down by Kirkwood for Brooklyn are about similar to this; think the case very similar; that rule is that the minimum will be seventy four hundredths of a foot per thousand acres; evaporation must also be considered; this is estimated by experiments; it is thought to run from 50 to 72 inches for the year from water surface; I estimated it to be one-fourth of an inch per day for four months; calculated the supply would be about four-tenths of the rainfall, and estimated the rainfall to be thirty-six inches; something over 20,000,000 gallons per day; the water-shed is 37,000 acres; made the same estimate for Canadice.

I examined Tracy's report on the lake and carried out his figures; before the contract made no other calculation; after that had weir put on every stream or outlet and had the amount of water calculated; commenced my observations in 1873 and continued daily until winter, and in 1874 also; have the record of my observation in book form; had weir in the Hemlock lake forty-two feet long, making a dam; this is just below the mill at Hemlock lake village; it is there now; had the top of the dam exactly leveled and a peg driven in the water above at the same height; then the depth of the water over the peg showed the amount going over the weir and by calculation on Francis' formula the quantity would determine the exact amount; the element of evaporation has nothing to do with this measurement; a man named William Smith took the observations part of the time; perhaps for the whole month of July, 1873; Mr. Heppough took part of the observations; he took them from July to the winter of 1873; the accuracy of these observations as a whole depends upon Mr. Heppough and not on myself. [Witness showed the book of records and explained the data therein contained] the latest for the month of August, 1873 was 237,769,171 gallons; the result of these observations are in engineer's reports for 1874; the least daily supply in the month of August was 1,020,480 from both lakes; the same day from Canadice there was 2,621,100; the balance remained in the pond; the mill was not running and that kept the water back; have observed the stream at the bridge near the lake at very low water; have taken means to estimate the quantity of water discharged; have seen days when none was discharged; it went through the artificial channel; it is considerably lower than the other; in drought all the water goes through it; have not been there this season; three inches of depth of the peg would give 470,000 gallons per hour, or 11,350,000 per day.

By Mr. Perry—The daily estimate for 80,000 inhabitants is 7,000,000 gallons per day; the works will carry the pipes out into the lake below the artificial outlet; in a dry season when the water is below the natural outlet the draught for the works would be upon the water of the lake and would gradually lower it; in case it should be lowered below the artificial outlet there would be at once an issue between the company and the mill owners holding water rights; there might occasional occur when the amount necessary for the city would not leave enough for the mill owners.

By Mr. Warner—At the beginning of the month of August, 1873, the water was 22-100 of a foot above low water mark; at the end of the month it was 15-100 below; I dare say that the minimum may be reduced to zero; have made observations by the old method of the float; the calculations are nearly the same; if the Hemlock water was all used for the city the Canadice water would not be enough for the mills; I think it is not safe to expend \$1,000,000 in works if there has to be any division by quantity for millers.

By Mr. Tubbs—The old outlet made by the old company was pretty much filled up last summer; in the condition it was then the water couldn't be drawn down two feet by it below the natural outlet; the month of August is generally the driest month; the largest amount that flowed from Hemlock during any month was an average of 42,000,000 gallons per day in October; in December averaged 176,000,000 per day; the months of October, November and December were wetter than usual; the season of '74 was very dry; in '73 a good deal of rain fell; under the plan of the Commissioners it is proposed to draw six feet; the law is eight feet; don't know that the plan is eight feet; believe it is the plan to construct bulkheads at both Hemlock and Canadice Lakes to make head for the millers; at the time Canadice was furnishing two millions and the weir measured one million, Hemlock was running in same also; an inch on the surface of Hemlock Lake makes 49,000,000 gallons. [Witness read estimate of supply from Hemlock Lake as given in Tracy's report, Senate documents No. 40. Some time was spent then in getting the opinion of the witness on various schemes for getting the water, the cost, etc.]

By Mr. Filon—There are several mills below Hemlock village that use the water; there is one at Frost's hollow, factory hollow, at Hemlock there are half a dozen; they have the right to use that water; if a quantity was set apart for the mills at Hemlock, it would be sufficient for those below; if their water rights were encroached upon, the city of Rochester would be liable.

By Mr. Craig—The water shed at Hemlock is very similar to that of the Chenango feeder; the estimate there is four-tenths; the soil also is similar; in my opinion the calculation upon the water shed is the most reliable. [A long time was then used up in discussing evaporation, soil, wooded and denuded lands, etc.]

The committee then went into executive session.

MORNING SESSION.

Richard Arnold sworn—Am a civil engineer in Buffalo, and clerk for John Heckler; made the bid of John Heckler; was to have an interest in the contract if we obtained it; saw drawings of sections of iron pipe at time of letting, which we understood were to be used in vicinity of lake; I think I heard it talked of in a general way among other contractors; don't recollect who; couldn't say whether there were any erasures in the profile at the time it was exhibited when we made our bid; I also saw contract and specifications for the work generally, and other papers; the drawings of the cross sections of pipe were for wrought iron; they were on a board on the table in the back room; I don't recollect the exact language used in regard to the brick conduit; Mr. Heckler was not there at time of letting; he was in Buffalo; I don't remember whether he was here afterwards or not; the conversation was with Mr. Kuickling; there was something said that led me to believe that other material might be used than that named in the specifications; they talked about something in place of the brick for instance; I think I handled Mr. Heckler's bid to Wm. H. Bowman; I think the drawings of the sections of iron pipes I saw were of pipe 30 inches in diameter; I cannot remember the length, it was to go in the vicinity of the lake; this was on the day of the bid; I think there was something said that it was probable wrought iron pipe would be used; I think I took Mr. Heckler's bid book when it was announced that the bids would not be opened that day.

Mr. M. L. Nichols—I never stated in public or private that the contractor would make a million dollars; I don't think he will clear over 5 per cent; I found my judgment on the cost of the work and material, a great share of which is a losing speculation; there is a profit of \$50 on oak at \$100 per thousand; can't say as to profit on iron pipe, as I do not know the cost of cast iron; I refer to the labor of excavation, etc.; the labor will amount to about one quarter the cost of the material; there will be a loss to the contractor in the labor; I think 16,000 tons cast iron will be used; he gets \$76 and \$80 for it; don't know what iron is worth now; don't know what profit there is on either cast or wrought iron; I make my estimate upon the handling of the material upon which there is a large loss; I think he will lose about 25 cents per foot on excavation; his contract is at 26 cents, and it will cost him 50 cents; 16,000 tons of iron at \$77 a ton will come to about \$2,332,000; I think he will lose on the labor about \$100,000; I was perhaps premature in my estimate that he would not make more than 5 per cent; I found quicksand by the Lima ponds; the late rains put the work back; in my opinion the work has been done in a workmanlike manner; I think the line of the trench has been run for the best interests of the city in running the line, I did not favor the contractor; it is not a favorable country; the contractor is I think using due diligence in the work.

Geo. D. Lord then entered and stated that he could not find Mr. Bowman, his attorney, whom he wished to consult, as he was out of town.

Judge Warner stated that the Committee required the papers in question, the assignment between Mr. McDonald and Geo. D. Lord.

Mr. Lord asked until to-morrow at 10 o'clock to procure the assignment, to decide whether he would produce the papers or not. He stated that all papers pertaining to the matter were at his office.

Mr. Perry moved that Mr. Lord have until to-morrow at 10 o'clock to produce the paper.

Carried.

Mr. Lord then left the room.

Benjamin G. Clark was then sworn. He testified as follows. Reside in Jersey City; my office is on Wall street, New York; am Pres-

dent of the Thomas Iron Company, the largest in the country; have had twenty-one years experience; know George D. Lord; saw him about a week before the letting of the contract; he inquired the price of iron; which I agreed to let him have at \$80 a ton, delivered in Rochester; I agreed to furnish the iron for J. B. Cleveland & Co. if they got the contract. I was to furnish the straight pipe at \$70, and the special castings at 4 1/2 cents per pound; I had a conversation with Mr. Lord about the same time; also met him and Mr. McDonald after the letting of the contract; on that day Mr. Lord offered me \$67 a ton for pipe delivered in Rochester; this was on the 14th day of May, 1873; the result was that I did not make the contract; I afterward made an agreement with Mr. McDonald and George D. Lord; [the witness then gave the contents of the agreement.] I got this copy (shown) of the resolutions of the Board of Water Commissioners, through the mills; this negotiation was entirely with Mr. Lord; I do not know Mr. McDonald; [the witness here produced a paper showing an assignment of the contract of Mr. McDonald to Mr. Lord, which was read.] this was shown me by Mr. Lord, to show me his interest, preliminary to my agreement with him; I think this was all the paper I saw on that point; that contract between us signed by George D. Lord and myself. It is as follows:

THE ASSIGNMENT.

For and in consideration of the sum of \$100, to me in hand paid, receipt whereof is hereby acknowledged, I hereby assign, transfer and set over to Geo. D. Lord all my right, title and interest in the contract that was awarded to me by the Water Commissioners for the city of Rochester, Monroe county, on the 11th day of April, 1873, and I hereby authorize and appoint Geo. D. Lord, of the city of Rochester, Monroe county, State of New York, my attorney, with full power to execute any and all contracts with said Water Commission in my name or otherwise. I hereby constitute Geo. D. Lord my true and lawful attorney not only to execute in my name all necessary contracts, but to perform all contracts executed by me and all work under said contract, and to receive all payments due therefor in my name, and with full power to sign all vouchers in my name, and to do and transact all business in relation to the construction of said water works as fully as I myself could do.

I hereby assign and transfer to said Geo. D. Lord all moneys and profits that shall accrue to me for the construction of said water works under my contract, that I have this day executed on my part for furnishing all the labor and material for supplying the city of Rochester with water from Hemlock lake or from any source whatever; and the said Geo. D. Lord is hereby authorized to make all contracts for materials and labor for said work, and all securities of all kinds deposited by me with the said Water Commissioners under the published specification of said Commissioners obligating him to enter into contract and all securities deposited with said Commissioners for the faithful performance of said contract entered into between the City of Rochester or said Board of Water Commissioners and myself, are hereby sold, assigned, to said Geo. D. Lord, and he is hereby authorized to receive the same and all interest that may accrue thereon from said said Water Commissioners when said contract shall be completed or cancelled.

In witness whereof I have hereunto set my hand and seal this 12th day of April, 1873. This is irrevocable.

JAMES McDONALD [Seal].

Witness: WARREN LELAND.

Mr. CLARK continued his testimony, explaining the contract he had made, several documents pertaining thereto being read and put in evidence. Among these was the contract in question between Mr. Lord and himself.

He continued: I did loan \$50,000 to Mr. Lord; he owes me \$34,000 yet; I made contracts with the four different pipe makers at \$67 per ton, delivered in Rochester; I made these four sub-contracts at the suggestion of all of them; I received no suggestion or advice from Mr. Lord to sub-contract with these parties; cast iron pipe was worth delivered here, at that time, on the average about \$70 per ton; Mr. Lord is allowed \$8 margin per ton for taking the pipe from the yard in Rochester and laying it in the trenches; and \$12 per ton on the distribution pipe; have delivered 16,100 tons; 17,840 tons were ordered by Mr. Tubbs; when we had supplied 16,100 tons the order was countermanded, on account of some mistake, I understood; I think my company made from \$100,000 to \$110,000 on the contract; if iron had not fallen we would not have made any money; I don't think Mr. Lord could have fulfilled this contract if iron had not fallen; the market price of cast iron pipe from August 1873 to March 1874 varied considerably, falling about twelve dollars per ton; business has been done at a loss by all the iron men of the country during the past six months; furnished most of the iron on the sub-contracts during 1873 and 1874; I don't know anything about wrought iron; I don't think cast iron pipe should be covered, but every engineer has his own opinion on that; I received \$250,000 in water bonds in payment on our contract; I think I have taken checks on the City Bank, of Rochester; the interest on these checks was over \$528.

R. VAY, Secretary.

A Card.

I would say to the public and to the patrons of the Rochester German fire company that we were not involved in the loss by fire of Dornig's barrel head manufactory on the 18th inst., as might be inferred by the account in the Democrat of yesterday morning. The recent reports appearing in the press to the effect that we sustained a loss of \$25,000 in the destruction of mill property at Hawthorne, New Jersey, are wholly without foundation in fact. I deem it due to the public and to our patrons to make an emphatic denial of these reports, whether circulated maliciously or through misapprehension of facts, and to state that our company is financially sound, which can be substantiated by the books of the company, open for inspection to all, is doing a safe and prosperous business, and is prompt in the adjustment and payment of its losses.

We never assume risks on the best property for amounts over \$5,000 and on property of a lesser grade we write no policies for over \$2,500. Our company has a very high standing in other States, where our many agencies extend, as well as throughout this State, in our own city, to whose pride and prosperity it is added materially, especially by paying its share towards the city tax, which amounts to \$1,200.00 this year; also by the constant influx of money from its representatives in the fifteen States into which it was admitted at once, without the usual examination to which many companies are subjected upon their entrance into a foreign State. I therefore beg leave to state that a policy in the Rochester German Insurance Company is as safe an indemnity as any other Insurance Company on this Continent.

R. VAY, Secretary.

Death of John Morrison.

We regret to announce the death of JOHN MORRISON, an old and highly respected citizen of Rochester, which took place at the residence of his son-in-law, WILLIAM KILLIP, in Genesee, this morning at 3 o'clock. Deceased was visiting with his daughter. We have not learned the cause of his death, but presume it was old age, as he was upwards of eighty years of age.

WILLIAM MORRISON, the City Clerk, and JOHN T. MORRISON, of this city, are sons of deceased. The latter resided with WILLIAM, on Oregon street. The time of the funeral is not announced.

New Goods at Occumpaugh's.

OCCUMPAUGH, 9 Main street bridge, has placed on sale another choice assortment of neckwear, very neat and tasteful; also, summer underwear, night shirts, gloves of all kinds, suspenders, ball club shirts, hosiery, traveling bags, shawl straps, etc. Prices to suit the times.

AT THE BRENNAN STORE, 36 State street,

they have just received:
New ruffles, at three and five cents.
New prints, at six and a quarter cents.
Dress goods, a large variety, at nine cents.
Assorted styles white piques, at ten cents.
Children's fancy hose, commencing at five cents.
Gent's hose, all prices, commencing at five cents.
Huck's towels, a good article, for eight cents.
Large honeycomb quilts, seventy-five cents.
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ONE WEEK ago KENYON & HUNT gave notice that fine summer hats would be sold at their establishment at retail at less than wholesale prices. As was anticipated, such a sweeping reduction resulted in immense sales. Purchasers are reminded that great bargains can yet be secured there. The entire stock of desirable summer goods must be closed out without regard to cost.

Every Day This Month

BERKE, FITZSIMONS, HONE & Co. make additions to the job lots offered. Summer goods must and will be sold, let the sacrifice be ever so great. Customers will find bargains in Lama lace shawls and saques, black grenadines, linen dresses, black and fancy colored silks, lines of dress goods, sun umbrellas, housekeeping goods, hosiery, gloves and underwear, laces, embroideries, and white goods, with a full determination to close out summer stock. Bargains will be found in every department.

53, 55 and 57 Main street.

Notice.

A special meeting of the Woman's Temperance Union will be held at the First Methodist Church Wednesday, July 21st, at 3 o'clock.

ADELIA A. JENNINGS, Secretary.