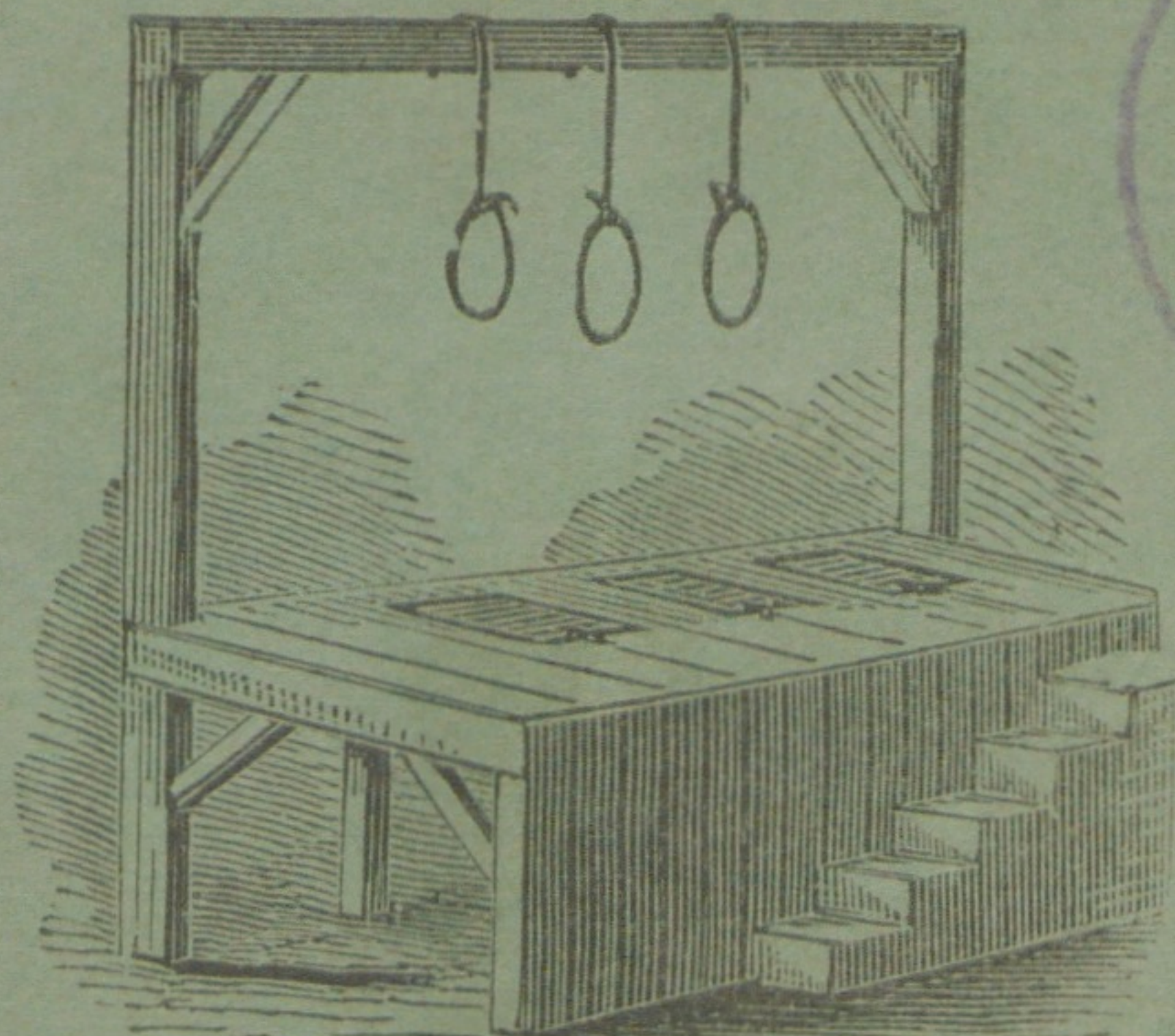


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BRIBERY AND PIRACY!

THE



"The mills of the
but they grind

Gods grind slowly,
exceedingly fine."

CHEATED.

WILLFUL AND MALICIOUS LOSS OF THE STEAMSHIP SHOOTING STAR.

FRAUD UNPARALLELED!

\$125,000 SWINDLE!

ONE CHAPTER IN THE BOSTON RING OF RASCALITY AT NEW ORLEANS, UNDER
THE ADMINISTRATION OF THE HON. N. P. BANKS, MANIPULATED BY
A. S. MANSFIELD AND HIS PARTNERS AND ASSOCIATES.

BY WILLIAM M. HALL.

The following were cognizant of, or parties to, this delectable transaction:

A. S. MANSFIELD,.....	New Orleans, La.	H. D. STONE, Att'y at Law,.....	New Orleans, La.
CHARLES W. LEWIS,.....	"	DAVID STUART, Att'y at Law,.....	"
J. M. COURTNEY,.....	"	HUGH MADDEN, Notary Public,....	"
RICHARD SWAIN,.....	"	PETER BUTLER,.....	Boston, Mass.
EDWARD McKEIGE, Mariner,.....	"	HON. OAKES AMES,.....	Massachusetts.
GEORGE E. TYLER,.....	"	FARNUM PLUMMER,.....	Boston, Mass.
E. F. DEWING,	"	ISAAC SWEETSER,.....	"
GEN. FRANK HERRON, U. S. Mar'l,	"	GEORGE MARSTON, Att'y at Law,...	Barnstable, Mass.
J. W. WELLER, U. S. Com'r,.....	"	ISAAC S. MORSE, Att'y at Law,.....	Boston, Mass.
L. H. TORRY, U. S. Dis. Att'y,	"	AMOS B. MERRILL, Att'y at Law,.....	"

Also, the Presidents of ten Insurance Companies in Boston called "The Ten Wise Men."

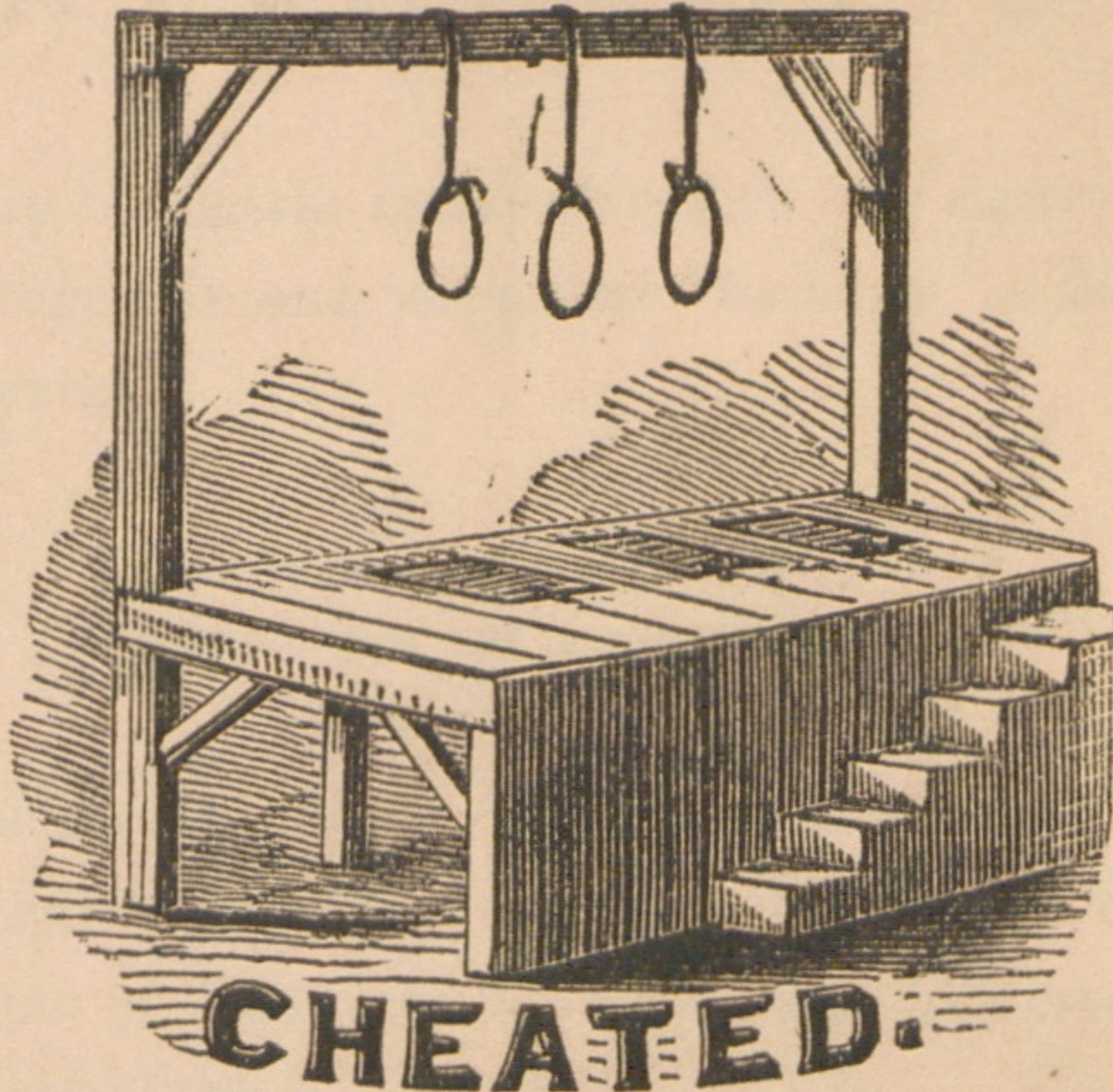
NEW YORK:

1870.

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The Presidents of ten Insurance Companies in Boston called "The Ten Wise Men."

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INTRODUCTION.

I deem it unnecessary to detain the reader with any extended preface to this publication, but to declare that I intend to present the truth as the basis of the work, and dress it as I think it deserves.

“ I must be cruel only to be kind,
Thus bad begins and worse remains behind.”

Laws are enacted for the protection of persons and property, and when any Government, State, or Administration neglects, or, through its sworn officers refuses to exercise it, especially for the crime of PIRACY or MURDER, such Government, State, or Administration has outlived its usefulness.

No Government can long maintain its dignity, or existence even, which allows its written statutes (as in this case) to be violated with impunity.

Anarchy and confusion are always visible in any civilized country, and especially in a Republic, in the absence of a pure Judiciary, for where the fountain is turbid the stream must be impure; therefore, American Citizens, look to it; look to it if you would preserve your liberty!

This volume is written in self-defence, and without malice, and in the interest of public policy, in the hope that it may be beneficial to the Underwriters of the United States, who are annually plundered out of millions of dollars in a similar manner, both on land and sea.

Very respectfully,

WILLIAM M. HALL,

Merchants' and Underwriters' Agent, New York.

RESIDENCE, STAMFORD, CONN.

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INTRODUCTION.
THE HISTORY
OF MY
CONNECTION WITH THE CASE
THIS VOLUME
IS
RESPECTFULLY DEDICATED
TO THE
UNDERWRITERS OF THE WORLD,
BY
WILLIAM M. HALL,
MERCHANTS' AND UNDERWRITERS' AGENT,
NEW YORK.

THE HISTORY

OF MY

CONNECTION WITH THE CASE.

“The alliance of crime with selfishness carries with it the seed of its own destruction.”

In the Fall of 1864, while at New Orleans, I there became acquainted with all the circumstances connected with the capture and sale of a miserably constructed Steamship called the Gray Jacket, the particulars of which will more fully appear hereafter. I was fully convinced at that time she was a fraud, from the fact that a notorious fraud purchased her, in the name of another party, which was *prima facie* evidence to me, that a swindle was contemplated by the real purchaser and to be consummated at no distant day. We shall see whether my suspicions were well grounded or not.

In September 1865, I was advised that the Steamship Shooting Star was wrecked and lost in the Gulf of Mexico, and it was thought she was insured in Boston for a large amount. Not knowing any of the Boston underwriters, I wrote on the 25th of September, 1865, to G. P. Phinney, Esq., of Boston, that the wrecking of the Shooting Star was a fraud, and that if he was interested, or knew of any parties who were, I thought that I could show it. Three days after the writing of my letter to Mr. Phinney, Walter Tufts, Esq., of New York, wrote his brother in Boston upon the same subject. On the 30th

of September I received a telegram from G. Marston, Esq., of Barnstable, to go to Boston at once and have an interview with Geo. C. Lord, Esq., of the New England Insurance Co.

On the 3d of October, 1865, I arrived at Boston, and had an audience with Geo. C. Lord, Esq., who appeared as affable as a stranger could reasonably expect to find in State St., Boston. After a few commonplace remarks, he requested that I would meet the Underwriters at their rooms at 11 A. M. At the appointed time I was in the presence of the following named gentlemen: Mr. Balch, of the Boylston Co., Mr. Sweetser, of the Washington Co., Mr. Gould, of the Manufacturers Co., Mr. Guild, of the American Co., Mr. Osborne, of the Neptune Co., Mr. Freeman, of the Boston Co., Mr. Lord, of the New England Co., and Mr. Plummer, of the Equitable Co. I learned that there were two other Companies interested, but were not represented, and if I would state my terms for going to New Orleans, and look up the facts and make a report, they would meet me in Barnstable the next day and decide.

I met a few of them the next day in Barn-

stable; was there told by Mr. Lord that we would settle our business in Boston the next Friday. October 6, 1865, I met them, as requested by Mr. Lord, and they accepted my terms for the proposed service, which was \$1,000, or \$100 for each of the ten Companies in interest.

Upon motion and resolution, Mr. Plummer, of the Equitable, Mr. Isaac Sweetser, of the Washington, and Mr. Joseph Balch, of the Boylston Insurance Companies, were unanimously appointed a committee, with Farnum Plummer as its Chairman, to manage the whole business with myself, on the part of the Underwriters.

Mr. Plummer gave me the general outlines of the case, to which, at this point, I deem proper to invite the reader's especial attention.

In the several interviews I had with Mr. Plummer he assured me that neither himself, nor did he think any of the other Companies, knew anything about the Steamship Shooting Star, except what was represented to them by Peter Butler at the time he made application for them to take the risk.

Mr. Butler gave them to understand if he did not directly represent that the Shooting Star belonged to Mr. Oakes Ames, and that she was valued at \$100,000—that he desired three-quarters of the risk taken by them, while Mr. Ames would underwrite for the balance. The ten wise men of State Street, bit at this two and a-half per. ct. a month windfall without further inquiry, and no doubt felt doubly secure, at least in the honesty of the party or parties insured, when they were requested to issue the several policies—"for account of whom it may concern, for the benefit of Oakes Ames."

Soon after this sugar-coated pill was supposed to be properly digested, Mr. Butler again, says Mr. Plummer, applied to us to take the remaining twenty-five thousand "as a flyer," upon the same terms (twenty-five per. ct. per. annum,) and thus relieve Mr.

Ames from the risk. Mr. Butler's second application was accepted, and the several companies, were thus saddled with a risk of \$100,000 for one year; with premium notes for twenty-five thousand as a consideration, all based upon a value and responsibility, which will more fully appear hereafter.

After obtaining what information I could from Mr Plummer and others, I returned to New York, and the next day received the following sailing orders.

"To Wm. M. Hall, Esq., No. 193 Broadway, N. Y.

Dear Sir:—You are hereby appointed and authorized to proceed to such place or places, as in your judgment may be necessary to obtain a full history of a Steam Vessel called the Gray Jacket, afterwards the Shooting Star, and hailing from New Orleans, La., up to the time when she is said to have been lost on the coast between New Orleans and Galveston, Texas, and make your report thereon, to us, in this city without unnecessary delay.

Respectfully Yours,

FARNUM PLUMMER.

ISAAC SWEETSER.

J. W. BALCH.

Committee.

Boston October, 6th, 1865."

On the 14th day of October I left New York on the Steamer Evening Star for New Orleans, and returned to New York on the Steamer Neshannock, and on the 29th of November submitted the following report to the Underwriters at Boston.

GENTLEMEN:—In pursuance of the above appointment, I beg leave to submit the following:

The Steamship Gray Jacket, known to you as the Shooting Star, was built in Mobile Ala., by Timothy Maher as a blockade runner, launched on the 15th day of December, 1863, and was captured with her load of cotton in attempting to run the blockade, by the U. S. Gunboat Kennebeck, Captain McCann, on the 31st day of September, 1863. She was brought around to New Orleans, and was there condemned, and sold at U. S. Marshal's prize sale by

Tyler & Hall, Auctioneers, on the 23d day of September, 1864, to James Butler, Jr., for the sum of twenty-three thousand and five hundred dollars.

On the 13th of November following, J. Butler, Jr., obtained her register from the Custom House in his own name. Between the date of sale to Butler and the first of December, 1865, she was hauled out on the Government ways and repaired. The principal part of the work was done by Blanchard & Henry—their bills amounting to less than \$5,000 which was paid by George E. Tyler.

After she was repaired, an inspection was had upon her, also a valuation, &c., by Captain Richard Swan, and which reads as follows:—

"I CERTIFY, that I have held a survey upon the Steamer Gray Jacket, of 240 tons burthen, built in Mobile in 1864; and on careful examination find that she has two boilers and two engines, high-pressure, working a three-flanged propeller. She has two masts, a jib, fore-sail, main-sail, square sail; her frame is live oak and yellow pine, iron fastened.

She has been hauled out here this month, extra-fastened, recaulked and sheathed with zink, and put in complete order for the transportation of merchandise to any Port in the Gulf, West Indies or Atlantic Ports in the United States, and she stands (A, $\frac{3}{4}$) one and a-half at the Insurance Companies of this City.

I value her this day at One hundred thousand dollars."

Between the 25th of November, and the 10th of December, 1864, she was loaded at New Orleans with an assorted cargo, and and bound to Matamoras, Mexico, under command of Captain Louis T. Bradburn, an honest man who could not be corrupted.

Captain Bradburn was employed by A. S. Mansfield, the head and tail of the Boston Ring in New Orleans—although about that time, Cap't. J. M. Courtney, the agent of the Star Line and chief henchman for Mansfield, claimed the ship as his own, and that it was their intention to run, or continue

the Star Line with her to Vera Cruz, as soon as the war ceased; but for the present they had decided to send her to Matamoras for a trip on speculation, although it had cost them \$5000 for a permit from Harrai Robinson, the Provost Marshal, for the privilege.

In consequence of this unfair advantage, obtained by corrupting a Government official other parties were desirous of shipping similar goods to the same market upon the principle of fair and upright dealing, raised such a hue and cry in the city, that for prudential reasons, Mansfield and Co. discharged the bulk of the cargo upon the levee. Indeed Captain Courtney found the speculation so hot, that he actually appeared in the public prints in his own defence. The clamor against him and his associates ceased when the ship was withdrawn from the direction of Matamoras altogether. She was soon after reloaded partially, and under a permit from the Provost Marshal, which Captain Courtney said cost them \$1,500, took her departure on the 11th day of December for Havana.

This then was the commencement of her first voyage after Captain Swain had certified that she was in complete order, for any voyage in the Gulf or West India ports—stood A, one and a-half and was worth one hundred thousand dollars!

The ship's log and the assertions of her Captain, Bradburn, who was, as we have seen, employed by A. S. Mansfield, and charged by him to sell her in Havana if possible, affords us a tolerably correct idea of the real value of Inspector Swan's hundred thousand dollar ship!

THE CHIEF MATE'S LOG.

"Shooting Star left New Orleans on the 11th day of December, 1864. On the 14th she stopped to repair leak in her boilers. The next day—15th, put out fires to clean the furnace. The following day the steam pumps gave out and hand pumps and buck-

ets were required to keep her free! Weather fair, and arrived in Havana on the 16th of December."

Thus five days were occupied in running less than six hundred miles.

Her cargo was landed and passed through the bonded warehouse, from there placed on board of a Brig and dispatched to Matamoras, in Mexico—a market which it was intended originally to reach direct.

While in Havana, Captain Bradburn, in connection with James Butler Sen., a brother of Peter Butler, exerted themselves, aided by two brokers, to effect a sale of the ship, but without success, as no offer could be got for her, although she remained there nearly three months; meantime Captain Bradburn was requested to take her to Matamoras, but absolutely refused, because he deemed her unseaworthy.

There was however a ready master for her at hand in the person of George E. Tyler, an auctioneer, and handy man of Mansfield, who took command of her on the 21st day of February, 1865, and sailed with her on the 7th day of March, following, for New Orleans, with a cargo of 100 boxes of sugar and 100 barrels of molasses, and arrived on the 17th, thus making the extraordinary run in ten days!

On the 25th of March, following, she took three hundred bales of cotton down to the Guiding Star, delivered the same and returned on the 29th.

On the 9th of April she was chartered by A. S. Mansfield, as owner, to the United States Government to go from New Orleans to Brazos, St Jago, Texas, and return to New Orleans.

U. S. QUARTER-MASTER'S REPORT.

To WM. M. HALL, Esq.

DEAR SIR:—The Steamship *Shooting Star* was chartered by me from one A. S. Mansfield of New Orleans La., on the 9th day of April, 1865, at the rate of \$250 per day. While in the military service she made one trip to Brazos, St Jago, Texas; command-

ed by Captain George E. Tyler. She was discharged from service on the 1st day of May, 1865. Time paid under charter, (23) twenty three days.

F. W. PERKINS,

Captain and Ass't. Q. M., U. S. Vol.
New Orleans, November 7th, 1865.

From the 1st of May to the 15th of August, 1865, she made two or more trips from New Orleans to Mobile, but I could find no log or record of particulars, therefore that part of her history is some what obscure.

August 1st she sailed from New Orleans, for Galveston, Texas, under command of Captain Edward McKeige and under a charter by Charles W. Lewis from A. S. Mansfield, with an assorted cargo of merchandise below, and marble and lumber on deck. I could find no advertisement in the public papers, soliciting freight or passengers—no mention made of her at all, except her clearance, and that was to "Master."

There was a demand for passage to Texas, and any reasonable price would have been paid, without much inquiry about accommodations. The reason for this unusual course will appear hereafter.

I have said that she sailed on her last and fatal voyage on the 15th of August. There is no mention made in her log of either freight, passengers, or crew; or any other circumstance in favor of fair dealing. It does not tell us that within ten hours from the time the ship left the South-West Pass, she was ashore on hard bottom going nine knots an hour, on seven feet of water near Vine Island, Terebone Parish, State of Louisiana, with her anchor down, masts cutaway, chimney gone by the board and abandoned, with not a piece of marble or lumber thrown over board to relieve her from peril.

In a brief career of less than ten months, I found her stranded upon a beach and abandoned, without the least effort on the part of the crew to save her, except, perhaps the lazy revolutions of a couple of crazy, old worn out engines, which, like the ship

was patched up for the express purpose of driving a lucrative trade based upon bribery, and in the event of a failure in such laudable enterprise to turn the mongrel bantling over to the deceived underwriters.

The general demoralization at New Orleans under the administration of N. P. Banks is too widely known and admitted, for me to more than mention at this time, and I do so merely for the purpose of grouping these wiley actors in the swindle, and thus confer all the dignity upon the scheme, and participators in it, that the most ambitious of them can desire.

You have read the certificate of Captain Richard Swain. I will now give you the affidavit of the builder of the ship.

STATE OF ALABAMA, MOBILE CO. S.S

Personally appeared before me, William Brooks, a Justice of the Peace for said County and State, Tim Maher, who being duly sworn, says that he built the Steamer Gray Jacket in the year 1863. That she was of the following dimensions, to wit:—One hundred and sixty feet long, and twenty four feet beam, and about ten feet deep in the hold. That the vessel was built with stem and stern posts of live oak, and her keel of gum wood. The balance of the vessel was built of yellow pine and cyprus timber, and that he never loaded her but once.

Signed, TIM MAHER.

Subscribed and sworn to before me this November 9th 1865.

WILLIAM BROOKS,
Justice of the Peace.

The question is: was the Certificate of Captain Swain a fair and truthful one? Was she built in 1864 with a live oak frame as he alleges? I apprehend that you will find little difficulty in arriving at a clear and satisfactory conclusion upon these points, and with the same facility dispose of the hundred thousand dollar humbug, should you chance to learn the price of that precious document. Any man who disregards truth in matters of fact, is quite apt to err in matters of judgment; therefore we find, that for the prospective benefit of the schemers, a

snug little sum of seventy-five thousand dollars over valuation.

But all this is in keeping with schemes which knaves institute to benefit themselves regardless of the just rights of others; and I will therefore dismiss, for the present, this Oracle of marine wisdom and fair dealing, Captain Swain, and call your attention to a report, which if true, is to me a new feature in the case.

I learn that Mr. Oaks Ames was an underwriter on the ship for about twenty-five thousand dollars, and through some spiritual agency, relieved himself of the responsibility by transferring it to you, just in the nick of time! only a few days previous to her loss.

I presume that Swain's certificate and the share taken by Mr. Ames, decided you to take the risk without further inquiry, whereas if any respectable party in New Orleans had been applied to for the facts, you would have been apprised of the contemplated swindle.

I will now call your attention to the protest of Captain Mc Kiege. It is a curiosity in its way. Every circumstance is noted with remarkable particularity *after* the ship is beached, tied up by her anchor and abandoned; but we are left in the fog about what happened from the time she left the South-West Pass until she struck bottom, unless indeed, the following statement gives intelligent and satisfactory light.

"Got under way from the South-West Pass at 1.20 P.M. Discharged Pilot at 2.15, P.M. Course W. S. W., and at 5 P. M. sounded 15 fathoms."

We are not told what speed she was making during these three and a-half hours, or whether she was carrying sail at the time, all we get from the protest is that he stopped the engine to repair teeth in her cog-wheels, but the time occupied is not stated. He says that he sounded at 7 P. M. and found 13

fathoms ; one hour after he sounded again and got 11 fathoms, and in half an hour after found 8 fathoms, and in half an hour after, 11 30 P. M., course W. S. West grounded on a shoal, hard bottom, going 9 knots, on 7 feet of water, carrying 60 pounds of steam. This is the first intimation we have of her speed, and if it had been the rate from the start, on the course given, the ship would have been some 90 miles from the South-West Pass, and after the first two hours run there was not line enough on board of her to touch bottom. She was wrecked near Vine Island about 60 miles from the South-West Pass.

If the above statement is true, she was nearing the shore from the first cast of the lead, but the courses steered and the depth of water given, utterly fail to satisfy me that it is a correct statement. The true course from South-West Pass to Vine Island is West by North, and if at any time he was steering West, South-West, the ship was heading directly for St. Jago, Texas, which is two hundred miles south of Galveston, and would have carried her clear of Ship Shoals, and every other reef, shoal or island on the coast. It was therefore impossible for her to have gone ashore by steering West, South-West.

He mentions a two knot current and the uncertainty of seeing the land, &c., all of which is mere subterfuge and defeats itself. Capt. McKeige is as familiar with all the sinuosities and soundings of that coast as he is with the rigging of the ship—and should the integrity of the compass be questioned, I answer that the lead is never at fault.

In an interview with the mate of the ship, he informed me that the Captain kept the log, although he was capable of keeping it himself. He further said, that the weather was not bad—that the crew numbered twenty-six able boded men, that nothing was thrown overboard to lighten her, nor any effort made to save her, except the backing of

her engines for a couple of hours. He further states that the Captain let go his anchor with several fathoms of chain soon after she struck, with the wind fresh from the North-West. Now the only possible object I can discover for such a maneuver, was, to guard against the possibility of her floating off on a high tide !

She was wrecked on the 16th of August, and there was a Fisherman who walked through her under deck, and found but little water as late as the 25th of August. There were large quantities of goods lying about her that might have been saved, without difficulty, as there were boats about her capable of carrying ten tons to a load, but no request was made by the Captain to save anything except himself and his crew.

If Captain McKeige, knowing her weakness, and the character of her cargo, preferred the shore to the danger of keeping her at sea, as a measure of personal safety to himself and crew, it militates his carelessness or crime to some extent, perhaps should he be able to convince you that such was his motive.

But, Gentlemen, I am indulging in no illusionary or vague ideas in this business, but am pointing you to a condition of facts, which actually exist, and which can be substantiated and corroborated by a little patient industry.

There were no passengers allowed on the ship—the object in refusing to take them admits of but one construction. Fortunately, for the cause of Justice, there were inhabitants near the stranded vessel, men whose names are withheld for good reasons from the body of this report ; men who do not aspire to the office of Provost Marshal or Marine Inspector, men whose visions are not distorted nor judgments warped by “Green-back” appliances, but men who can be relied upon to speak the truth in the cause of Justice when called upon to testify ; and this

is the kind of testimony which you can confidentially rely upon to perform the last service for Captain McKeige and his more guilty associates in this clumsily contrived transaction, should you decide to resist payment.

If Charles W. Lewis approved of the Captain's orders in refusing to take passengers, he is tainted with suspicion of not being a *bona fide* charter party, but allowed himself to be used for a fee, for the purpose of keeping up a fictitious value of the ship, and if possible, obtain insurance upon the \$8,000 charter.

Looking at the facts and circumstances of the case I arrive at the conclusion, that A. S. Mansfield and Captain J. M. Courtney were the moving spirits in this tortuous enterprise which was ultimately consummated through the agency of Captain Swain, Peter Butler and Charles W. Lewis. I denounce it as a wicked and malicious fraud, thereby repugnant to fair dealing, and violating every principle of honesty, and its authors deserve the condemnation and execration of every man in the community who is a lover of law, commercial integrity, and good faith.

All of which is respectfully submitted.

WILLIAM M. HALL.

Private and confidential Report submitted in connection with the above.

On my arrival at New Orleans, I took early occasion to call on Captain J. M. Courtney, Agent of the Star Line, who had been previously, if not then, in close business relations with A. S. Mansfield, especially in this Shooting Star speculation at the time she was preparing for her first voyage to Matamoras.

I exhibited to him my letter from the Underwriters, authorizing me to examine into the Shooting Star disaster, at the same time inquired of him, whether or not he had any interest in her when she was lost? He replied, "Not a dollar!" The letter advised him fully of my business at New Orleans,

and the effect it had upon him could not have escaped the attention of the most superficial observer. Three days subsequent to this interview (Oct. 31st,) I met him at the office of A. C. Waugh, Esq., and he requested me to call at his office that day, if I could make it convenient. That afternoon I met Captain Courtney at his office as requested, and after some conversation upon general subjects, Captain Courtney requested me to accept the Presidency of the National Insurance Company of New Orleans, at a salary of \$5,000 a year; that he was about to retire from the Presidency of that Company, as his time was more than occupied in the Agency of the Star Line of Steamers.

I replied that I would consider the proposition after I had finished the business already in hand; his manner towards me was extremely courteous, indeed it had always been thus from our first acquaintance—although there was a nervousness in his motions that I had never before observed. He requested me to call often, and in two days after I called again, when he opened the subject of the Shooting Star and desired that I should make a favorable report for *him*, that it was my interest to do so!

At the close of this interview he requested that I would call at his residence in the evening, where we could talk the matter over uninterrupted. I consented to do so, and on the second evening following (November, 5th), I called at his house, and he introduced the Florida Timber Cutting Company, and offered me the Superintendency of that great enterprise at a very fair salary, if I would accept it. I told Captain Courtney that I must finish up this Shooting Star business before I could entertain any kind of a proposition for other employment, and followed the reply by pointedly asking him the question—if he ever owned the whole or any part of the Shooting Star? He remained silent, declined to answer, when I remarked

that upon the information I now had, I must report adversely to the payment of a cent, and that it mattered nothing to me who was the owner of the ship when she was lost. I did not think the Underwriters would pay, or ought to pay one dollar of insurance, and further I did not believe that the insured could recover upon their policies in the Courts. Captain Courtney very curtly replied—"We shall make an effort to recover and will spend \$100,000, or more, to accomplish it, and if that is the way you talk you will get no information here." I replied that I had little or none to expect from that quarter, since I had asked him but one question which he had declined to answer, although he had previously told me that he owned her and intended to extend the Star Line with her to Vera Cruz. We parted upon just such terms as men usually part when one is in pursuit of facts, which if found, would render the other in any christian country amenable to the criminal law, and with a tremulous whisper, that I would in my report be just if I could not be generous.

On my return from Mobile I again met him and he again referred to the great purchase of timber lands in Florida, and was extremely anxious that I should take charge of the enterprise, assured me that it was a big thing and that they could make it worth to me \$10,000 a year certain and perhaps more. I replied to him that I had found enough in the Shooting Star swindle to be worth ten or fifteen thousand dollars to me if the case was litigated, and I presumed it would be, because I had obtained abundant proof that it was a fraud.

He remarked in a desponding tone, "we have no \$15,000 to give." I promptly said to him, "you will when I ask for it." This closed my business with Captain J. M. Courtney.

These reports were made to the Underwriters at Boston on the 29th of November,

1865. After this report I was requested to retire for reasons best known to themselves.

The following day I called on the Chairman of the Committee, Mr. Plummer, who informed me that my report was too lengthy. That he had cut it down and desired me to sign it, which I did in its present form: although I had supposed they had desired *all* the facts, and the conclusions of their agent would not be objectionable; but I had forgotten that I was in Boston, and was unmindful of another great fact, that I was dealing with the concentrated wisdom and dignity of at least four centuries!

Mr Plummer informed me that Peter Butler had examined the report, and carelessly remarked—"that bribery was an every day business in New Orleans; that they could get any kind of a report from Hall by paying for it," and no doubt Mr. Butler was so advised by his partners in New Orleans. I remarked to Mr. Plummer that I thought my confidential report was a satisfactory answer to the charge, and I thought further, that the time would come when Mr. Butler would regret having made such a charge against me. I took leave of the Boston Underwriters that day, but decided in my own mind not to leave the villains who had wrecked the ship, and who to cover their own infamy, had made the dastardly attempt to wreck me also.

From this time (the 2d of December, 1865), I worked steadily on it, in my own way, and at my own expense, to find facts sufficient to lay the conspirators by the heels, and not until August 16th, 1865, did I obtain much encouragement or reward for my outlay and labor; but

"Murder, tho' it hath no tongue will speak with most miraculous organ."

BOSTON, December 30th, 1865.

WM. M. HALL, 193 BROADWAY, NEW YORK:

DEAR SIR:—Your note of yesterday is received. I came very near anticipating you; was thinking

this morning that I would write to-day. No progress has yet been made in the case to which you refer. Having gone over the whole ground with Mr. B. (Butler), the subject was allowed to rest till the return of Mr. A. (Ames), who is now here, and with whom we have also reviewed the case, very carefully, by chart. Mr. A. (Ames), *who is the principal owner*, seems disposed to take a rational and fair view of the case, while Mr. B. (Butler), from *personal* relations to the parties engaged in the transaction, is less prompt in admitting the facts as you present them. In the course of a week or two there will, I think, be some decisive action, and meantime, I will suggest that you act in all matters of business wholly independent of this case, declining no business which may offer.

Respectfully yours, &c.,
FARNUM PLUMMER, Pres.

At this date, December 30th, 1865, Mr. Plummer was yet undeceived as to the ownership of the Shooting Star. The truth is, that Mr. Ames never owned a dollar in her, except upon the ground that the absolute ownership in fee of Mansfield and Butler entitled him to whatever goods and chattels they possessed. "Mr. Butler was less prompt to admit the facts as I presented them," and Mr. Plummer might have added, as they presented themselves.

The following in reply to Mr. Plummer will give the reader an idea of the difficulties which surrounded me. Attacked front and rear by the rouges with the wealth of a Pacific Railroad to back them, without support from the Underwriters and a recognition from their chairman which just amounted to an absolute indignity, I found any thing but a desirable job; but I had enlisted for the war in a crusade against the Pirates and to falter or desert were a crime.

193 BROADWAY, N. Y., Dec 29, 1865,
FARNUM PLUMMER, ESQ.,
Equitable Safety Ins. Co., Boston.

DEAR SIR:—Your esteemed favor of the 30th is at hand, and in consequence of what was said by Peter Butler when I was there, about my report, or

about me in connection with it, I had hoped that in justice to yourselves I would have been afforded an opportunity of setting myself square upon the fraud, supported by testimony which could not be shaken.

For the benefit of Mr. Butler, and perhaps yourselves, I will refer you to Joseph A. Spague, Esq., of the firm of Sprague, Cooper & Colburn, and John T. Moore, Esq., formerly of the firm of C. W. & J. T. Moore & Co., of New York City, and if I deemed political endorsement essential, would refer to a majority of the members of both houses of Congress.

Referring again to Mr. Butler and his associates, in this bold faced attempted swindle, I assure you, and him, and them, that any attempt by them, to bring me down to their level, will result in a public exposure of their villainy, if nothing more, as I assure you that I am not intimidated by any such a cabal.

Now, although it is no desirable job to wander about the swamps and lowlands of Louisiana for any purpose, and especially to secure testimony which looks toward the conviction of pirates, still I am ready to undertake it in this particular case, because I know that I can defeat them, *and right well they know it, too*. Hence the personal attacks upon me, and hence my anxiety to convict them out of hand, of an attempt to do that, which in these degenerate days, is quite too frequently and successfully accomplished.

If you can get them to agree to issue a commission to take testimony, anywhere out of the State, and to be used upon trial, in case you refuse to pay *after* their examination, you will get Mr. Butler's pulse, and learn how much faith he has in the recovery of the whole or any part of this preposterous claim.

In any event such a proposition could do no harm and would facilitate a compromise, should you decide to be generous enough to propose one.

In conclusion, I will agree to bring you the desired testimony, and furnish my own counsel on the spot, for a stipulated sum, and thus enable you to count the cost in advance, which I think would open their eyes to a settlement much below their present pretensions, *outside* of a Court of Justice.

Wishing you a Happy New Year,

I am truly yours,

WM. M. HALL.

LIGHT AHEAD!

The reader will observe that the case was left for gestation or decision among "The Ten Wise Men" on the 2nd of December, 1865, and the result of their profound consultations and deliberations culminated in the month of April following by payment to the Hon. Oakes Ames, the trifling little windfall of \$50,000, which was considered by Mr. Chairman Plummer a very healthy compromise for the \$100,000, which the policies called for. Now the influences which were brought to bear upon the sagacious Chairman, if any, which decided the case in favor of a foul transaction, is left to the unprejudiced and charitable judgment of the reader who is now familiar with my report. I will here add a section of law, which exhibits a principle as old as legislation, and which was urged upon the attention of the distinguished Chairman.

"If a representation by a person insured by a contract of Marine insurance is intentionally false in any respect, whether material or immaterial,, the insurer may recind the entire contract."—*Park on Ins.*, 405. *Skin*, 327.

MORE LIGHT—CAPTAIN MCKIEGE BECOMES ALARMED FOR HIS SAFETY.

August 16th, 1866, just one year from the beaching of the Shooting Star, I met Capt. Edward McKiege at the corner of Broadway and Dey Street, opposite my office, and recognized him as the master of the lost steamer. He remarked that he would like to see me a few moments, if I was at leisure. We stepped into No. 2 Dey Street, when Captain McKiege said that the Underwriters in Boston had settled with Mansfield & Co. for the Shooting Star, sometime last April, and he thought the whole matter should be dropped. I replied to him that I intended to hang the whole party who had anything to do with the piracy. He then said that he knew that I was after him, and desired much to be relieved from his troubles; said

that if the Underwriters would hold him harmless, and I would not pursue him any further, he would make a clean breast of the whole transaction. My answer to that was, that I would go to Boston and see what could be done—that at this time I could promise nothing. After further unimportant conversation we parted company.

My engagements were such that I was unable to visit Boston just then; but on the 29th of August made my appearance there, at once sought and obtained audience with Farnum Plummer. Upon inquiry, Mr. Plummer informed me that the Shooting Star case had been settled, and carried to profit and loss account ever since last April; that they had compromised the claim with Mr. Oakes Ames by paying him \$50,000.

I expressed some surprise at the way the case had been disposed of, and reiterated what I had declared from the outset, that it was a fraud, and that I was prepared to prove it. Mr. Plummer said that there was no doubt that Mansfield was a knave, but that Mr. Ames was a very rich and influential man, and Peter Butler a good fellow generally, and there was very little chance in the courts anywhere for Underwriters, and especially in New Orleans, and would be attended with great expense and considerable uncertainty, they had decided to fix it up, and let it drop; but that he would meet me at the office of Mr. Isaac Sweetser the next day and talk the matter over.

THE MEETING WITH MR. SWEETSER, AND WHAT TRANSPIRED.

In pursuance of the arrangement we met Mr. Sweetser at the office of the Washington Insurance Co., on the 30th of August, 1866. Mr. Plummer introduced the subject to Mr. Sweetser, who desired to know if I had obtained any additional facts in the

case. I replied, by stating that I had not been idle, and regretted to learn that they had paid and settled, and, of course, their duties ceased when the money was paid; therefore I could not treat with them any further, except as a self-constituted, or self-appointed committee. They both assured me, that whatever arrangements they should enter into with me, would be honorably carried out by all parties in interest. I then gave them the following proposition, and very nearly in the words following.

"Gentlemen, you have paid me one thousand dollars to go to New Orleans and make you a report upon the loss of the steamship *Shooting Star*. I have performed that service and have received my pay. You have thought proper to pay \$50,000 for that loss. Now I propose to give you one thousand dollars for the privilege of paying you back fifty cents on the dollar for what you have irretrievably lost, and that too, without the expense or uncertainties attending a law suit, or, indeed, any expense or outlay of money beyond, perhaps, a few hundred dollars, for which I will give you my obligation, and will satisfy you of my responsibility for the temporary loan, provided I should require it. Further, I will require acquittal or agreement for the captain of the ship, from each and all of the ten companies, that they will not voluntarily arrest, molest, or in any way disturb him by reason of any disclosures he may make under oath, with regard to the loss of that ship, and that the utmost secrecy shall be observed, and the whole business conducted upon the principles of honor and high commercial integrity."

Mr. Sweetser inquired if I meant to include the premium notes? "No, Sir; simply the fifty thousand dollars paid to Ames." Mr. Plummer then remarked that a bargain was hardly admissable, but that they could afford to be liberal. "Well, gentlemen, if you proceed to act upon my

suggestions and directions, I shall deem the proposition accepted." Says Mr. Plummer, "Very well, go ahead!"

THE FIRST MOVEMENT UNDER THE ABOVE AGREEMENT—THEY AGREE NOT TO PROSECUTE CAPT. MCKIEGE.

"BOSTON, August 30th, 1866.

"We, the undersigned, Presidents of the several Insurance Companies underwriting upon steamship *Shooting Star*, which vessel was totally lost in the Gulf of Mexico, on or about the 16th day of August, 1865, do hereby promise and agree that in the event of any disclosures in relation to the loss of said steamship, being made to us under oath, directly or indirectly, by the late master of said vessel or steamship, Capt. Edward McKiege, we will not institute, or cause to be instituted, any legal proceedings against said McKiege, or otherwise voluntarily arrest, molest, or harm him, the said McKiege, by reason of, or in consequence of said disclosures.

* "EQUITABLE SAFETY INSURANCE CO.,

By Farnum Plummer, Pres.

"WASHINGTON INSURANCE CO.,

By Isaac Sweetser, Pres.

"NEPTUNE INSURANCE CO.,

By George F. Osborn, Pres.

"NEW ENGLAND M. M. INSURANCE CO.,

By George C. Lord, Pres.

"BOYLSTON FIRE AND MARINE INS. CO.,

By J. W. Balch, Pres.

"BOSTON INSURANCE CO.,

By P. W. Freeman, Pres.

"MERCANTILE MARINE INSURANCE CO.,

By S. H. Bullard, Pres.

"AMERICAN INSURANCE CO.,

By C. E. Guild, Pres.

"CHINA MARINE INSURANCE CO.,

By Francis Bacon, Pres.

"MANUFACTURERS' INSURANCE CO.,

By James J. Goodrich, Sec.

The above little document was executed in a short time and handed over to me by Mr. Plummer, while Mr. Sweetser accommodated me with a loan of \$400, on my own responsibility. Thus prepared, I left for New York on the 31st of August, 1866, in pursuit of the proofs necessary to peacefully

* The ten wise men.

recover the \$50,000, which was paid to Mr. Ames. It is sufficient here to observe that Captain McKiege was becoming, indeed had already become very uneasy, and in his anxiety called at my house soon after my return home to ascertain what I had done in Boston with the underwriters. I showed him the above agreement, and assured him that if he would make a clean breast of the whole transaction, and give me all the aid in his power to corroborate him in whatever disclosures he might make that I would pursue him no farther but would seek to bring the other guilty parties to justice.

The next day Captain McKiege made the following affidavit.

State of New York, }
City and County of N. Y. } s.s.

"On the 3d day of September, A.D. one thousand eight hundred and sixty-six, before me personally appeared Edward McKiege, who being by me duly sworn according to law, did depose and say as follows:

"That he resides in the City of Brooklyn, in the County of Kings and State of New York, and is a master mariner by occupation; that in the month of August, eighteen hundred and sixty-five, he was master of the steamship Shooting Star, of the port of New Orleans, in the United States, of which said steamship, one A. S. Mansfield, of said city of New Orleans, claimed to be, and as the deponent verily believes, was the owner and agent; that a voyage was intended to be taken or made by said steamship, in said month of August, from said New Orleans to Galveston, in the State of Texas, under deponent's command.

"That previous to commencing said voyage, said A. S. Mansfield made proposals to deponent to wreck and strand said steamship in the course thereof, and promised and undertook to pay to deponent the sum of ten thousand dollars if he did so; that deponent agreed to carry out this, the suggestion of A. S. Mansfield, and said voyage was undertaken and in pursuance of said agreement, and at the instigation of said A. S. Mansfield, deponent did in fact wreck and strand said steamship wilfully and needlessly running her ashore near the Timbalier Islands in the Gulf of Mexico, and with the intention and for the sole purpose of carrying out the agreement to lose said steamship as above mentioned.

"That A. S. Mansfield aforesaid, to wit: on the 9th day of September, 1865, did pay the deponent the full sum of ten thousand dollars in United States treasury notes; that such payment was made in the city of New Orleans, and that such payment was made to deponent for his services in losing said steamship in accordance with the aforesaid agreement.

"That this affidavit is made without fee or hope of reward, and further deponent saith not.

"EDWARD McKIEGE.

"Subscribed in my presence and sworn to before me, this 3d day of September, A.D. 1866, as, witness my hand and official seal.

"CHARLES NETTLETON.

"Commissioner for the Commonwealth of Massachusetts in New York."

"The above affidavit was sent immediately by Adams' Express to Mr. Plummer at Boston, with a letter advising him that I was seeking further testimony in the case and would be there soon.

On the 5th I received the following telegram.

"BOSTON, Sept. 5th.

"WM. M. HALL, 193 Broadway, N.Y.

"Will you be in Boston to-morrow morning with your proofs? Answer. M. (Mansfield) is here.

"F. PLUMMER."

I left immediately for Boston and arrived there on the morning of the 6th of September, 1866.

THE CASE GETTING VERY WARM—MEETING AT THE EQUITABLE INSURANCE OFFICE—MR. A. S. MANSFIELD, OAKES AMES, PETER BUTLER, AND FARNUM PLUMMER PRESENT—MR. PLUMMER IN THE CHAIR.

Here I met for the first time those important dignitaries—Mansfield, Ames and Butler, all of whom were as silent as the gloomy dread of impending terrors.

Mr. Plummer broke the silence—not however by the usual form of an introduction, but by the following inquiry, "Mr. Hall you have some proof to offer in the Shooting Star case."

"Yes Sir, here is a paper. Will you read it?"

"No, Sir. I prefer the Chairman should read it to the gentlemen." Thereupon Mr. Plummer commenced and read the foregoing affidavit carefully through.

There were visible signs of nervousness among the trio, though Mr. Ames retained his composure remarkably well for a man in his peculiar position.

"The-best laid schemes o' mice and men gang 'aft a-gley."

At the close of the reading, Mansfield's head must have started the plastering from a seventeen foot ceiling, or if a quart of nitro-glycerine had exploded under his chair he could not have ascended with greater celerity! He descended however in obedience to the law of gravitation, the only written or unwritten law perhaps he had not violated, when he commenced pronouncing mad-dog backwards with a vehemence that would have astonished his great prototype, "Lafitte." He was so wounded by that shot that he evidently mistook the author of the affidavit, supposing that it was made by me, hence his low abuse which was answered on my part by a smile.

It was suggested that the affidavit should be read again, and at Mansfield's request Mr. Plummer re-read it, and at the end slowly and distinctly pronounced the name of Edward McKiege.

"O! yes," said Mansfield, "I do recollect we had such a man in our employ; but the whole thing is as false as hell from beginning to end, and gotten up for the purpose of black-mailing, and I can prove my entire innocence of the charge, to the satisfaction of any gentlemen in Boston, within three months." He threw his coat over his arm, and, exit Mansfield, without so much as saying "by your leave, gentlemen."

We were thus left to look at each other for a time, when Mr. Ames volunteered the remark that it was a very serious charge to

make, which no one disputed. Mr. Butler complimented me upon my discretion and coolness under Mansfield's unmerited abuse, after which I said to them:

"Gentlemen, I was employed by the underwriters on the Shooting Star, to go to New Orleans and elsewhere, examine the case and make a report. I have done so, and reported adversely to the payment, for the reason that I believed it was a fraud, and if they resisted the payment I would prove it. They, for reasons unaccountable to me, decided to compromise the claim, and have paid about \$50,000, with which, of course, I had nothing to do; but Mr. Mansfield, through his partner, Mr. Butler, has stated that they could have got any kind of a report from me by paying for it. This declaration they know to be false, because, through J. M. Courtney, they tried it at New Orleans and failed.

"Now, I shall soon be able to corroborate McKiege in every particular, and it is useless for Mr. Mansfield or any one else to attempt to intimidate or browbeat me from my purpose. Mr. Ames has suggested that Captain McKeige might have won that amount of money by gambling. In answer to that, it is not pretended that Captain McKeige owned one dollar in the ship or cargo, hence had no interest in the insurance. What inducement had he then to hazard his own life, and the lives of his crew, except the ten thousand dollars which he swears was paid him by Mansfield for the service?"

There is no other reasonable conclusion at which we can arrive, upon the basis of any common sense theory. Mr. Butler requested a copy of Captain McKeige's affidavit, which I declined to give. They then requested me to send for Captain McKeige, which I did. He came to Boston on the 8th of September, and had a protracted interview with Messrs. Ames, Sweet-

ser and Plummer. I was not, however, invited to the meeting. Mr. Plummer informed me that after the meeting with McKeige, Mr. Ames had agreed to return the money he had received, provided that Mansfield did not within three months satisfy Plummer that he was entirely innocent of the charge. I inquired of Mr. Plummer if he had that agreement with Mr. Ames in writing? No; Mr. Ames' word is as good as any agreement that he could write. "But, Mr. Plummer, I have an interest here and would prefer it in writing." "Very well, I will get it in writing, because as you suggest, in case of his death it might make a big difference with us." With this understanding I was content to leave the whole business with Mr. Plummer, perfectly satisfied that at the expiration of three months the money would be paid: first, because I had been assured that Mr. Ames was a living model of "high commercial integrity," and second, I knew that A. S. Mansfield was guilty of the piracy, and would never attempt to prove his innocence except by subornation.

I returned to New York, and on the 22nd of September received the following letter:

OFFICE OF THE
EQUITABLE SAFETY INS. CO., }
BOSTON.

WM. M. HALL, ESQ., 193 Broadway, N. Y.

DEAR SIR:—Your favor of the 22d is received. I have the agreement of Mr. A. (meaning Ames.) B. (meaning Butler) was present when it was executed and delivered it to me.

I don't know who Morse is. There is a lawyer of that name, in fact there are two. Can you get his first name? I should like it. As yet I have merely asked Ames if the Dorchester property has been sold. He thought not.

Very truly yours,

F. PLUMMER.

We will here take leave of Mr. Plummer and the \$50,000 nugget for a time and enquire,

WHAT HAS BECOME OF MANSFIELD?

I have said that he left us gazing at each other in the Equitable office. He made haste to a criminal lawyer, dodged his regular counsel, Clarke & Merrill, and went directly to the office of Isaac S. Morse, the prosecuting attorney for Middlesex county, and one of the ablest criminal lawyers in the State of Massachusetts, a man whom I afterwards learned had previously steered him through rough passages, and thus robbed the State of several years labor due from his client, and as yet unpaid.

I did not accompany him to Mr. Morse's office, but I think I can recite, very nearly, what was then and there said between them. (Enter Mansfield, red hot, and blowing like a galled humpback), "By G—d, Morse, we are in a tight place, and I will give you \$5,000 to get me out." "What's up now? what's the row?" "Why we lost the steamship Shooting Star, and the Captain has gone back on us, and swears I paid him \$10,000 to wreck her; and a villainous detective from New York, by the name of Hall, whom the underwriters in State Street employed to go to New Orleans and look into the matter, has fished up some testimony that looks squally." "Has the Captain made an affidavit to that fact, do you say?" "Yes, and it is now in the hands of Farnum Plummer, one of the underwriters, and I am liable to be arrested before I can get out of your office." "Well, is the affidavit true or false? Did you pay him ten thousand dollars to loose her? I'll bet ten thousand dollars she is lost! You speak of *we* being in a tight place; who do you mean by 'we'?"

"Oakes Ames, Peter Butler and myself. D'ye see, I bought the ship at New Orleans through Peter Butler's nephew, James Butler, Jr., who was a clerk for me at the time, for about \$25,000, hauled her out and made some repairs, then we got a certificate from one Richard Swain, an old inspector of ves-

sels, that she was in good order, rated $A\frac{1}{2}$, and was worth \$100,000! I sent the certificate to my partner here, Mr Peter Butler, and instructed him to get her insured for that amount, for account of whom it may concern, for the benefit of Oaks Ames. The underwriters took the risk at a pretty round premium, under the impression from Butler that she belonged to Ames."

"Why did you not get her insured in your own name?"

"Well, I was largely indebted to Mr. Ames, besides I was burned out in Norwich Conn., in 1857, and it was a pretty close fit to get my insurance. I was not unmindful of the secret telegraph among underwriters, and when a man is once black-balled, he he couldn't get a risk upon a stone fence."

The Underwriters like a parcel of old fools settled the case after Hall's investigation by a compromise of \$50,000 paid Mr. Ames, and now they want the money back. I have agreed to satisfy Mr. Plummer of my entire innocence in the matter within three months, or Mr. Ames says he will refund the money." "Where is Captain McKeige?" "Oh! d—— him! After the settlement was made with Mr. Ames, he wrote to me for \$5,000 *more*. I could settle black-mail upon the rascal with that letter, were it not for that little word '*more*,' which don't you see, renders it useless for any such a purpose."

"Can nothing be done with this detective Hall? Where is he?"

"He is here, been with us just now at Plummer's office, and I think him a pretty sharp, persevering man, and it is doubtful if any thing can be done with him, for Capt Courtney tried it in New Orleans, when he was there making the investigation, but he wouldn't budge." "Well, if it is as you say, that you owned the ship; and Peter Butler represented to the underwriters that she be-

longed to Mr. Ames, and he did not disclose that fact when he called for the insurance, it appears that they are in the boat with you." "They must stand by me, for I am determined not to fall alone. Mr. Butler will see you and whatever arrangements you may make with him will be all right, I am in a hurry." "Very well, I will see what can be done for you!"

[Exit Mansfield.]

THE NEXT MOVE IN THE CASE.

"Let the galled jade wince, our withers are unwrung."

While I was pushing for farther testimony in support of the case, Mr. Morse was not idle in his duties to his clients. It will be seen that Mansfield had taken his departure, although I insisted he should be arrested and tried, and if found guilty, punished. Mr. Ames went even further in his virtuous indignation and declared, if McKeige's affidavit was true, both he and Mansfield ought to be "strung up!" He refrained however from expressing any opinion of what ought to be done with himself and Peter Butler, relying no doubt upon the immunity of Farnum Plummer, the great respectability and influence which Capital in this country, and especially in Boston, invariably confers, to safely carry them through, and the result of the transaction shows that his head was level upon that point. It appears that Mr. Butler took early occasion to consult with Mr. Morse, but what the result of that consultation was, is unknown to me. It appears however, by some means or other, Mr. Morse learned that George Marston, of Barnstable was acquainted with me, and he forthwith advised Marston that he desired to retain him in the case. The nerves of Mr. Butler had evidently become unsteady under the prospective damaging testimony, hence the employment of another public prosecuting attorney at a liberal retainer. Whether the same was paid I do not know. On the 13th of September, 1856, I received a letter

from Judge Marston in which he says, "that he has been offered a very liberal retainer by Boston counsel for Policy Holders in the Shooting Star, and that if the other side did not want him he should accept the retainer." I immediately advised him that I was not aware that there was any law suit about the Shooting Star. That the matter was all fixed. That Mr. Ames had agreed to refund the money under certain conditions, and that I could have no objections to his being retained, if he wished to be. In response to this he sent the following.

BARNSTABLE, Sept. 30, 1866.

MY DEAR SIR:—Yours is received. My friend is Isaac S Morse, who is District Attorney for Middlesex District, and has an office in Boston. I am to have an interview with him next Saturday, having been too much occupied in Taunton to see him this week. After I have seen him I shall know more than I do now. At present I know nothing more of the matter than I have learned from you, and I know nothing prejudicial to your interest to disclose if I was disposed to. But if they wish to pay me for services to be rendered, I will do the best I can for them and take their money.

Very truly Yours,

GEO. MARSTON.

It will be observed that Mr. Plummer was in possession of the agreement with Mr. Ames on the 22d of September, at least so he informed me, and I was disposed to let matters rest until the three months had expired. My attention was directed to the finding of facts in support of McKeige, and one of the most important was the possession of that check for \$10,000, drawn on the 9th of September, 1865, and paid to the maker and bearer, (A. S. Mansfield), by Jacob Barker at his Bank of Commerce in New Orleans. I succeeded after some time in making a handsome raffle to possess it, but failed as it had been returned to the maker a short time previous. It was however subsequently discovered and will be more particularly noticed hereafter. I had also sent to San Francisco for testimony that will appear in its

proper place. Judge Marston had advised me that he was employed by Mr. Morse and Butler, and expressed a desire to have a personal interview with me.

BARNSTABLE, Oct 11, 1866.

WM. M. HALL, Esq., New York.

DEAR SIR:—Are you going to be in Boston at any time soon? or are you going to be in New York so that I could see you there, if I came? I wish a personal interview with you, and will come to New York if I cannot meet you otherwise.

Yours truly,

GEO. MARSTON.

In reply to the above I informed him that he might expect me in Boston in the latter part of the month, and on the 27th of October, I met him at Young's Hotel.

WHAT TRANSPIRED AT OUR FIRST INTERVIEW.

Mr. Marston informed me that he had been retained in the case by Isaac S. Morse, and that they desired to conciliate me, for the present, or until Mr. Ames and Butler could get a settlement, and if possible payment from Mansfield; that the amount due Ames and Butler was very large, over a million of dollars, and that it was a very serious matter, especially for Mr. Butler, as he was illy able to bear the loss which then stared him in the face; and further, if consistent with my duties to the Underwriters, they were desirous that I should withdraw from the case altogether.

My reply to Mr. Marston, in substance, was that I had performed my duty to all the parties in interest, and should continue to fight on that line as long as those associated with me did likewise. That I had been most grossly vilified by Mansfield, and his tools, without the slightest cause, except in pursuance of duty, and that I intended to show him and his partners that what I had charged in my report to the Underwriters was true, and how far, if at all Mr. Butler and Mr. Ames were implicated in the transaction, would appear if brought to trial. We reviewed all that had

transpired between Mr. Plummer and Mr. Ames. Judge Marston declared that the agreement between them ought not to be binding, for the reason that they compromised the claim by paying part of it, with my report—the evidence of fraud in their possession. I replied that the law was not to be appealed to in this case. It was to be settled upon the principles of “high commercial integrity” among all of us, and for myself, I could not see the necessity of such an array of criminal counsel and so much haste on the part of the “Six Degrees of Crime,” (Mansfield) and his friends, unless, indeed, they were fearful that the Underwriters would do their duty by indicting and punishing the guilty, and from what had transpired already there was no danger to be apprehended in that direction. Therefore, it was wholly useless in the present state of the case to attempt any negotiation, as I was fully determined to stand by the interests of the Underwriters so long as they acted upon the square with me, and with this expression of my determination we parted. I called upon Mr. Plummer, but he was not in; also paid my respects to Mr. Sweetser and advised him of the uneasiness of Mansfield’s counsel, and the general commotion among his friends. It may not be improper for me here to remark, that Mr. Sweetser is a gentleman of very few words, a capital listener, and I trust he will not deem me indecorous if he should hereafter be recognized by the reader as “Sweetser, the Silent.” My curiosity was not a little excited to learn, if possible, the pressing necessity of moving me out of somebody’s way, and the most direct way to ascertain the cause, that I could devise, was, to continue my correspondence with Judge Marston. Up to this time I had never seen Mr. Butler or Mr. Ames except once at the Equitable office, and as matters now stood, they were not disposed to have an overweening affection for me,

and as for Mr. Morse I had never seen him at all.

Referring again to Mr. Plummer and his committee, one of whom—Mr. Balch, the President of the Boylston Insurance Company—up to this time was said to be entirely ignorant of what had been done, and the persistent and stubborn defence of Mr. Plummer, in the face of authenticated facts well known to him, that other parties than Mansfield were implicated in the fraud, if not in the piracy, somewhat staggered me at times, and reminded me very forcibly that

“Some must watch while others sleep—

Thus runs the world away.”

The following extract from a letter from Mr. Plummer, dated Boston, Sept. 21, 1866, exhibits his friendship and confidence in Mansfield’s backers.

Is there any objection to my putting some few questions to Mr. Ames, which may direct his thoughts toward other matters to which you refer? We think him a fair, honest man, and we so regard Mr. Butler, the latter whom I have known for years, is esteemed by all his friends as a model of candor, frankness and honesty. With such impressions it will afford me pleasure to do anything in my power to protect either of these gentlemen from pecuniary loss.

Mr. Plummer was, no doubt, at the writing of this letter, in possession of that agreement from Mr. Ames to return the \$50,000 as the reader will observe from his letter to me on the following day, Sept. 22d, previously noted.

In my continued correspondence with Judge Marston, and the developments made to him of my ability to fasten the damning crime beyond question where it belonged, although I took good care to conceal my knowledge of the accessories to it, believing that he, and his associate council, were as well posted upon that point as myself and ought to be much better.

Their object was to move me out of the way, and through subtle approaches by unprincipled hirelings circumvent Captain McKeige and thus impair or entirely break down

his affidavit, which, in connection with the promised and expected purjured testimony from Mansfield, they hoped to satisfy Mr. Plummer of the entire innocence of their immediate clients, and thereby save the \$50,000 which was placed in jeopardy by Mr. Ames. Their anxieties increased as the supposed time for refunding the money by Mr. Ames drew nigh, as will be seen by the following extract from Judge Marston's letter of the 17th of November, 1866.

I am not going to dicker with you about it. We will give you ten thousand dollars cash to keep quiet and let us save what we can. We can break down McKeige if you will keep out of the way.

My reply was, that I was entitled to one-half of the money that I had secured after a long and tedious pursuit, attended with heavy expense and personal danger, and I did not propose now at this late day to fritter it away for the benefit of others. Whenever I could realize \$25,000 that belonged to me I would not be so inquisitive as to inquire where, or from whom it came.

Mr. Plummer was advised from time to time of what was going on, but appeared very indifferent and reticent about it, which to me looked a little singular if he meant honesty; but, December was at hand and we would soon know more particularly how the affair stood. I shall not inflict upon the reader a tedious pile of correspondence which passed during the three years that I was engaged in this infamous business, but will confine myself to that part of it which is absolutely necessary to a full understanding of the case. As an evidence of my good faith and perseverance, I sent to Mr. Plummer, on the 12th of November, 1866, a copy of the following affidavit.

AFFIDAVIT OF GEO. E. TYLER.

State of California, City and County of San Francisco, October Eighteenth, Eighteen Hundred and Sixty-six, before me personally appeared George E. Tyler, who being by me duly sworn according to law, did depose and say, as follows: That in the

year One Thousand Eight Hundred and Sixty-five he resided in the city of New Orleans and State of Louisiana; and was an Auctioneer by occupation, though he was familiar with the duties of a mariner. That in the month of February, in the year One Thousand Eight Hundred and Sixty-five, he was employed by one A. S. Mansfield, of New Orleans, to proceed to the port of Havana, in the Island of Cuba, and take charge of a steamship called the Shooting Star, of which said steamship, said A. S. Mansfield, of New Orleans, claimed to be, and as the deponent verily believes, was the owner and agent, and this deponent further says, that previous to his proceeding to Havana, as aforesaid, the said A. S. Mansfield of New Orleans, did approach him personally with an offer or bribe, of ten thousand dollars in gold, if for that consideration he would wreck, strand or loose the aforesaid steamship Shooting Star while under his command, and this deponent further says that upon consultation with a friend upon the subject of losing her as proposed by the aforesaid A. S. Mansfield, he declined to accept the offer of the aforesaid ten thousand dollars in gold, but did proceed to Havana and take charge of the aforesaid steamship and brought her in safety to the port of New Orleans; that this affidavit is made without fee or hope of reward, and further this deponent saith not.

GEO. E. TYLER.

Subscribed and sworn to before me this Eighteenth of October, A.D. 1866 N. PROCTOR SMITH, Stamp of 5 cts.] Com. for the State of New York.

There was an abundance of corroborative testimony which could be had if required, but additional affidavits I deemed of little value in the present aspect of the case.

It is now the 7th of December, and we will make another pilgrimage to Boston, and hold audience with Mr. Plummer.

PLUMMER LEANS AGAINST THE FIFTY THOUSAND NUGGET AND IS PERFECTLY SERENE—BRISTLES BEGIN TO SHOW.

My surprise was not very pleasant when he informed me that he had granted Mr. Ames six months time instead of three to prove the innocence of Mansfield, or a return of the money, and when he declined to furnish me a copy of the agreement, I saw clearly the direction of the wind, and trimmed my sails accordingly. The ear marks

of trickery and meanness were in sight ; my just rights were unmistakably in jeopardy—perhaps irretrievably lost, and my worst fears apparently about to be realized. The haughty deportment of Mr. Plummer toward me since he became the custodian of the agreement with Mr. Ames, had not escaped my observation and solicitation.

It was perfectly clear now that the “Ten Wise Men” had chosen one of their number upon the principle of “set a thief to catch a thief,” all of which perhaps would be commendable enough when dealing with pirates, but in bad taste and worse judgment when dealing with an associate and partner, who was honestly exerting himself to secure the just share of those who had been plundered.

But the exercise of a little low cunning did not, as we shall see, avail him much. Perhaps in Boston it might have been considered pardonable in a man whose genius runs in the direction of cosmetics, or whose obsequiousness to men of wealth better qualifies him to wait upon a king, where he could not well drive his coach, than undertake the championship of “high commercial integrity.”

But while he was practising “smart” from inclination, I decided to play the dummy from choice, and quietly allow him and his associates to treat me as a specimen of walking adversity, as that seemed the only course now left to me. I decided at once to touch him in a very tender spot, by soliciting a loan of \$300 for a little time, which produced a most excruciating effort, but after two or three days’ consideration, he eaked out the solicited pittance, and I left him to continue his travels with the hare and *siesta* with the hounds. The interest taken in the case, and the courtesy extended to me may be inferred, when the reader is informed that from the 3d of October, 1865, to the 7th of December, 1866, I had visited

Boston upon this business six times, invariably stopping at Young’s Hotel—a house of admitted respectability ; but was never favored with a call from one of the distinguished “Wise Men” of State street. But this neglect or lack of courtesy which might have chagrined others not so well posted in Boston politeness, or the want of it, did not disturb or disappoint me in the least, for if the exhibition of the statues of Adam and Eve was a pecuniary failure at the “Hub,” because their ancestry could not be satisfactorily traced to Puritan blood, there was no hope of any respectful recognition for a poor plebian like me, therefore I contented myself with the good fare always to be had at the Hotel de Young.

THE SIX MONTHS TIME IS UP—MR. PLUMMER REFUSES TO CALL THE “TEN WISE MEN” TOGETHER, OR TO TREAT ME WITH COMMON COURTESY.

It will be noticed that the course pursued by Plummer forced me in self defense, to make terms with those who were in difficulty through my exertions to obtain right and justice for them. He was fully advised of the overtures made me from time to time by the counsel of Mansfield & Co., which only elicited the reply that I “was all around the compass,” and I will add, that had he been true, there was no occasion for my boxing the compass. I requested him to call the “Ten Wise Men” together for consultation at which he became insolently captious and would give me no satisfaction whatever. I was advised that he had been the guest of Mr. Ames—dead-head (which however I do not state as a fact) over the Pacific Railroad to Omaha and return, for a month or two, but what other influences if any were at work to produce the sluggish apathy manifested in the case, was both unknown and unaccountable to me. Indeed I was not sure but the \$50,000 was already returned. It was clear that I had little or nothing to hope for in that direction, con-

sequently decided to entertain the proposition and do the best I could with the other side.

There was not at this time any open warfare between myself and Mr. Plummer, as my policy dictated a different course, and he was not anxious for a rupture with me, because, unless Mr. Ames had got him squelched and carefully stowed away in his pocket, he could never successfully enforce the payment of that agreement in the courts without my assistance, and I did not intend that he should unless my rights were first recognized which now looked like a forlorn hope.

THE FIRST MEETING WITH PETER BUTLER, ISAAC S. MORSE AND GEORGE MARSTON.

The sixth of March, 1867, found me at my old quarters, "Young's Hotel," *vis-a-vis* with the above-named gentlemen negotiating for an entire change in the programme.

This was my first acquaintance with Messrs. Butler and Morse—the great object of these gentlemen, as they declared, was if possible, to relieve Mr. Ames from the payment of \$50,000 to Farnum Plummer, and if I would retire from the contest, they could break down the testimony of McKeige and Tyler, and by that means show the innocence of Mansfield and thus relieve Mr. Ames from his obligation. And further, Mr. Butler assured me that Plummer had no idea of paying me more than a thousand dollars in the event that Mr. Ames returned the money, and from discoveries already made, I was not inclined to doubt him. At this interview, it was also desired that I should, if an arrangement was made, engage in the service of Butler and Ames for the purpose of coercing Mansfield to pay a little debt of a million and a half of dollars now due them. I contended for the same terms demanded (\$25,000) from Mr. Marston when he first approached me upon the subject. They

offered me sixteen thousand dollars which was declined. Mr. Butler suggested that I would call on him the following Friday at 11 A. M., after which we separated for the night.

Agreeable to appointment I called upon Mr. Butler at his office, or store, in Federal Street, on the 8th of March, and at his suggestion we met again the same day to secure greater privacy, at the United States Hotel, where we had a long and confidential interview upon the subject of Mansfield & Co.'s Shooting Star fraud, &c., some of which, cannot, without breaking faith, be disclosed to the reader.

PETER BUTLER'S STATEMENT OF THE CASE.

Mr. Butler sailed out with the declaration that he never had much acquaintance with A. S. Mansfield. That several years since Mansfield was going to California on some kind of a venture, and he (Butler) had a doubtful claim there which he put in Mansfield's hands for collection, and the affair was managed so adroitly that he secured his debt, which was quite unexpected and from that circumstance he thought him a very smart man. When the war broke out Mansfield said to Butler, that he had a little money and thought that he could make a good thing of it down in Virginia. Butler mentioned New Orleans as the best field for his genius and enterprise. That was the place of all others. Well, Mansfield who was not particular where, especially if he could yoke with a partner or two who would furnish the funds and allow him to do the work. After several interviews, said Mr. Butler, "I proposed to join him in business, or rather he suggested that I would put up \$50,000, and he would furnish the same amount, proceed to New Orleans, make as much as they could, and divide the profits equally."

After the above off-hand agreement was settled, Mansfield proceeded to New Orleans but had scarcely got warm in his office chair

when he found that \$100,000 was altogether too light a capital to do much with King Cotton at a dollar or two per pound, which fact he was not slow to communicate to his Boston partner.

As I am giving the reader Mr. Butler's statement only, I shall refrain, at this time, from making any comments.

"The profits of the business," continued Mr. Butler, "promised to be immense, as represented by Mr. Mansfield, and I did not hesitate for a moment to apply to my friend, Oakes Ames, for his acceptance on Mansfield & Co's drafts for any amount, the consideration for which was an equal division of the profits between us. Our business has been immense and we made money, or at least so we supposed at the commencement of our partnership, but Mansfield is now indebted to us a million and a half of dollars or more, which Ames has furnished, and we can neither get money or settlement from him. He has promised to pay large amounts from time to time, but we don't get a dollar. It is thought by many that he has a large amount of money or bonds hid away, but whether it is so or not it is impossible to tell."

"You will readily see the terrible situation that I am placed in, and if nothing is obtained from Mansfield, I am hopelessly bankrupt, and a slave to Mr. Ames the balance of my life!" At this stage of the narrative Mr. Butler sought the aid of his pocket-handkerchief to conceal his emotions. Soon after which he recovered his composure and continued his complaint at the manner of Mansfield's treatment, and concluded by assuring me, that he could not afford, as their affairs now stood, to prosecute him, but on the contrary must defend him until he could get a settlement, or money from him, but that Ames was differently situated, and was able to bear his loss and would probably pay back the money to Mr. Plummer, al-

though he intended to save as much of it as he could. I then referred to the Shooting Star case, and was not surprised when he declared that he absolutely knew nothing about it, except that he received Swain's certificate of her "rate and valuation" from somebody, perhaps Mansfield, and upon that he applied to the Underwriters and got the Policies—further than that he knew nothing! He did not tell me that he got the insurance by stating to the Underwriters that the ship belonged to Ames and was insured for his benefit. He did not say that he got them to take, first \$75,000, and subsequently and between the time that McKeige agreed with Mansfield to wreck her, and a few days before she was beached, he sought and obtained policies of the same parties for \$25,000 "as a flyer," upon the pretense that Mr. Ames would prefer them to take the \$100,000 at the same rate; that she was worth more, because, since Swain had valued her she had been chartered to the United States' Government, and Swain and Captain J. M. Courtney had inspected her and valued her again at \$110,000. He did not say that that inspection and valuation was made on the 9th day of April, 1865; nor did he say it was Mansfield's intention to wreck her on that trip, and then mulct the Government out of the \$110,000, and have some outsider who would lay claim to the ship through the Hon. Oakes Ames to quietly take a hundred thousand dollars out of the "Ten Wise Men" in State street. He did not say that the ship from the time of her purchase was registered in the Custom House books in New Orleans, in the name of his nephew James Butler, Jr. He did not say that his brother, James Butler, Sr., was dispatched to Havana by him to look after the ship, and if possible sell her, when she was first sent there under the command of Louis F. Bradburn, nor did he say that after three months trial, no sale nor transfer of her

could be made, and as strange as it may seem, he never made the least mention of her having been set on fire while in that harbor!

In his great tribulation about the *money owed them by Mansfield*, I must confess that I had not the heart to be over-inquisitive about the Shooting Star, *particularly as he knew so little about it*, and as it was comparatively of so *little consequence* in the magnitude of their business, and we adjourned to meet the next evening at Young's Hotel.

The next day I called upon Mr. Plummer and told him that I thought I should conclude some arrangement with Mr. Butler, which I judged from his manner, was no news to him. He replied that Mr. Ames would be home before long and he would see what could be done.

MEETING AT YOUNG'S HOTEL MARCH 9, 1867.

PETER BUTLER AND HIS TWO LAWYERS. GEO. MARSTON AND ISAAC S. MORSE PRESENT.

The reader will observe that I had been for a long time diligently at work for the best interest of the Underwriters, and had signally failed to arouse them to what I conceived to be a sense of duty, for the reason that they first refused to make any arrest, when the proofs of guilt were overwhelming, and after I had secured that which was lost, they slunk away, stood upon their dignity, denied me a just recognition and treated me with indignity, after I had performed a miracle for them. Smarting under such unjust and undeserved treatment I consented to make terms with the other side, although I had but little faith in their promises or protestations of friendship, for the reason that all human affection grounded upon fear has a very precarious foundation.

THE AGREEMENT.

Peter Butler entered into a written agreement to pay me sixteen thousand dollars, as follows: \$2,000 cash, (Oakes Ames' check)

one note at sixty days date, made and endorsed by himself for \$2,000, and three notes made and endorsed by himself with the promise of Oakes Ames' endorsement on his return from Washington for \$4,000 each at four, eight and twelve months time, and to be placed in the hands of George Marston for collection—the consideration was, that I would make no further fight for the Underwriters, and when called upon to assist them in their claims against Mansfield or pursue him criminally, I was to aid them and receive my usual *per diem* pay for the service. His counsel enumerated his hardships reiterating the foul treatment by Mansfield, and the high estimation in which Mr. Butler was held by Plummer the Trickster, and Sweetser the Silent, with not the faintest hope of recovering anything from Mr. Plummer and his associate without a fight, which would ultimately wear me out both body and purse, I decided to accept the above terms and run my chances at the close of the race, to recover the balance due from the "Ten Wise Men."

WHAT BECAME OF MR. PETER BUTLER'S AGREEMENT.

It will be seen that the agreement called for the endorsement of Oakes Ames, on his return from Washington, on the three \$4,000 notes.

On the first of April, nearly a month after the above arrangement was made, I was advised that Mr. Ames had returned from Washington, and I forthwith proceeded to Boston in the expectation of meeting Mr. Ames and receiving the notes with his endorsement. I arrived on the second of April and learned that there was really something to be done by Mr. Ames toward a settlement with the Underwriters the very next day. The next day, April 3d, there was a meeting between Mr. Ames, Mr. Plummer, Mr. Butler, Mr. Sweetser and Mr. Balch; but what was done at that meeting I was

never permitted to know, except what the sequel discloses. There is no doubt, however, that the committee agreed to await Mr. Ames' own time to return the money. On the fifth of April I saw Mr. Plummer and Mr. Sweetser together, and desired to know of them what action was had at their meeting on the 3d inst. The answer received decided me to have no further conference with them, was convinced that they were under the influence and control of Oakes Ames and Peter Butler, and to further insist upon payment or prosecution through them was useless. I saw Mr. Ames and made an appointment to meet him the next Monday at Young's Hotel. Met him there with Peter Butler, when he said that he intended to do right by the Underwriters but wanted *more time*—refused to endorse the notes, thought Mansfield ought to be punished for his crimes, and was particularly anxious to know if I was positive that I could convict him! I did not tell him that I had testimony enough to convict two or three besides Mansfield if the Underwriters would institute criminal proceedings, but did say that he ought, by this time, to be pretty well convinced of Mansfield's guilt. We separated and the following day I met Mr. Butler and at his solicitation accompanied him to his home in Quincy, and in the absence of his family remained over night, in that time-honored mansion, which, for more than a century, was the home of the celebrated Quincys, the memory of whom will live as long as patriotism and christian virtues are held in esteem by the human family.

Eugene, "the Herdsman," was summoned and asked if the stock was properly cared for and being answered in the affirmative, I was politely conducted through the old house. We descended to the cellar in search of something to refresh the inner man, and on casting my eyes toward the sleepers and frame work above, was struck with awe

at the decay old Time had wrought upon those once sound and sturdy timbers. The pulverized wood on the cellar bottom along under the sleepers gave evidence that the *Ligneous Vermicules* were at that moment silently and surely destroying the great strength they once possessed, and thus consigning them to Mother Earth! The stillness of the evening lent a solemnity to all the surroundings of the place. The present for the moment was forgotten, and the mind left free to indulge in surmising what had transpired upon this delightful spot when the red man made it his home and his grave, when there was no pale-face to claim the one or disturb the other. Who knows but the smoke from the wigwam of "Philip of Mount Hope," had curled around the very timbers which still lent their feeble support to the old Mansion? or that the Pipe of Peace and the War Dance had not been indulged in by Uncas, Massasoit and Miantonomah upon this very place? Perhaps this house served as a rendezvous during the perilous times in the early history of the country when the poor frightened colonists sought safety from the incursions of their savage neighbors. But I am wandering from the subject, and will return to the quiet, antiquated room provided by mine host, and after carefully inspecting the nooks, crannies and cupboards, locks and bolts of the same, stretched myself upon a comfortably bed, soon forgot Shooting Stars, dilapidated dwellings, murderous Indians, Mansfield and every thing tainted with crime, and was quietly reposing in the arms of Morpheus, when it was my misfortune to be disturbed by a dream "which was not all a dream!"

I thought that I could discover in the distance a staunch Republican Puritan endeavoring to speak to the immortal Lincoln over the dome of the Capitol at Washington; he seemed earnest in his appeal for something like a permit, whereby a suffering, starving

people might obtain temporary relief. A funeral pall enveloped the National Capitol and the low moans of widows and orphans were mingled with those of dying soldiers throughout the country. Real patriots could be seen in groups taking counsel together in the terrible emergency. The most sanguine began to waver and fall back in dismay at the awful sacrifice of men and money. The tears of sorrow were already visible in the eyes of those who sincerely loved the unity, and appreciated the value of our God given heritage, and thousands, like the Daughters of Jerusalem, sat down and wept aloud! The carnage went on, the struggle was for the United States. Darkness was indeed over the land! The great scales were uneasy in their balance for the life of the Nation—the last hope of mankind for Republican Liberty! Out of all this universal gloom I saw a grinning Hypocrit stealthily leave the White House. I followed him to the Crescent City. He carried the coveted document which was honestly intended by Mr. Lincoln to relieve the distressed—those who were not immediately responsible for the dire calamity of the country, women and children. This courier and the King-pin of Republicanism and rascality at New Orleans were soon in close communion in a ten-acre open field, and immediately after, while Gen. Banks was asleep and his Provost Marshal in the Market, casks, barrels, *boxes*, side-pork, kegs, and a variety of *mixed* goods were going on board of steamboats and barges with unheard of dispatch, and were next seen on the banks of the Red river! But what a change! Men in “grey” approached the murderous freight in military order, and strange as it seemed, the casks of side-pork had changed to rifles and navy revolvers, while kegs of lard were nothing but genuine percussion caps and gun-powder, and the barrels supposed to contain pork were closely packed with fixed ammunition! There were fam-

ishing women and children about in large groups and almost naked, wretched with disappointment clearly visible in their careworn faces, but there was no succor for them by this arrival. I saw the boats and barges loaded to the guards with cotton in exchange for the *provisions* which were intended by the just and generous Lincoln to relieve the wants of an impoverished people. At this point the cold sweat produced a chill which awoke me to consciousness, and the reality that the American people were saddled with a debt of THREE THOUSAND MILLIONS OF DOLLARS!

Messrs. Mansfield & Co. will please interpret this dream to the public as soon after they pay the Rob Roy Cotton Bond to the Government as they can make it convenient, and I will step down stairs, take a cup of coffee with honest Peter Butler and see what expedient he proposes to resort to next.

The agreement entered into on the ninth of March could not be carried out, because Mr. Ames refused to endorse the notes. After listening to the pathetic appeals of Mr. Butler, and reflecting upon Mr. Plummer's assurance that he was a model of high commercial integrity, and withal a gentleman of reputed wealth, although he declared that Mansfield had made a pauper of him, but that Mr. Ames would see him through in this matter, I consented to take his notes made payable to his own order and endorsed by himself—\$2,000 at sixty days, and three others for \$4,000 each at four, eight and twelve months' time with interest. The first note was paid at maturity, and the second was protested for non-payment.

I went to Boston on the 16th of July, and saw Mr. Butler in relation to the note, when he expressed his surprise that I had put the note in Bank, that Mr. Ames was going to return the money and all would be right; that Mr. Plummer had told him that he was going to give me only \$1,000 for

my share! "That is all very well, Mr. Butler, but those notes were to be paid at maturity without fail." "Well, we have large amounts of money to pay now, but in a few days will be all easy." With this assurance I returned home.

On the 9th of August I again visited Boston and had an interview with both Ames and Butler, who assured me that all would be right, that Mansfield was daily expected there, and as soon as he came the money would be paid to Plummer, but no money should be paid him or any other Underwriter until my claims against them was recognized, and that he would not settle at all, until I was present. August 29th I met Mr. Ames in New York, and he said that he and Mr. Butler were trying to get Mansfield to Boston, and again promised that he would not return the money to the Underwriters until my affairs with them were made straight, and expressed a desire to take Mansfield by the neck for his felony.

I visited Boston again on the 14th of September and saw Mr. Butler, who said he would pay \$1,000 in December next and \$1,000 in the spring—denied that he ever promised to pay the notes at maturity. On the 16th I left the note with Charles Allen, Esq., ordered it sued, and returned home. On the 9th of November I made another pilgrimage to the Crooked City, and saw Mr. Ames, who assured me that he was going to see Mr. Plummer.

The second \$4,000 note came due, was protested and the party holding it brought suit upon it, the result of which will be shown hereafter. If Mr. Oakes Ames was to be believed, it was a fixed fact that he intended to pay the money back to Mr. Plummer, less, what it would cost him and Butler to move me out of the way. He was evidently satisfied of Mansfield's guilt upon the receipt of the affidavits from New Orleans which were intended to satisfy

Plummer of Mansfield's innocence, because if he had not been he would have peremptorily refused to return the fifty thousand dollars.

But the trickery of Plummer, the reticence of Mansfield and Butler's counsel, the dilly-dallying of Ames and badly managed agreement of Butler decided me to strike out in another direction, and if possible secure to the Underwriters on the freight of the lost vessel, what they had been despoiled of by the pirates under the pretended charter to Charles W. Lewis.

From September, 1866, to December, 1867, I had worked diligently to get a settlement of some kind with the parties interested in Boston, but, as will be seen, with only partial success.

THE UNDERWRITERS ON THE FREIGHT.

In my report to the Underwriters in Boston, it will be observed that the *Shooting Star* upon her last and fatal voyage was said to have been chartered by A. S. Mansfield to one Charles W. Lewis, of New Orleans, for the voyage to Galveston, Texas, and return, and it is said that the rate was \$8,000. It is a fact that one or more of Mansfield's tools tried, at the several Insurance Companies of New Orleans, to get the charter money insured; but failed to do so. The truth is Charles W. Lewis never chartered her at all. Through their agents in New Orleans, the Home of New Haven and the Metropolitan and Home Insurance Company of New York had been victimized to the tune of about \$8,000 each upon what was supposed to be freight, and had virtually paid their losses. On the 12th of December, 1867, I met the officers of the Home and Metropolitan Companies of New York and stated to them fully what I had done in the case in Boston, and proposed to take their cases and do the best I could with them. They accepted my proposition, and I repaired to New Haven on the 16th, but

learned that Mr. Goodall was then in Boston, and at the request of the President, Mr. Satterlee, I remained over until the next day, when they also accepted my proposition, and each of the companies gave me an irrevocable Power of Attorney to secure, if possible, their just rights from the now somewhat discomfited freebooters.

THE STUFFED FREIGHT LIST OF THE SHOOTING STAR UNDER THE BOGUS CHARTER.

Eighty thousand feet of lumber 3x4 inch, forty thousand feet weather boarding in the hold, fourteen bales of bagging, fourteen coils of rope, twenty-six Boxes stationery, one hundred and twenty-four dozen Borden's Condensed Milk, *fifty barrels unslacked lime!* twenty-nine barrels whiskey, twenty ten gallon kegs of whiskey, five tons dressed marble on deck, two hundred and sixty-eight sacks of corn (two bushels each,) one hundred and twenty thousand shingles below and on deck, one hundred and fifty-eight bales of hay below, one hundred barrels of flour, and one hundred pounds of twine.

Some of the above property was shipped by innocent parties and was not insured. The twenty-six boxes of stationery was probably worth, in Ann street, New York, about one and a half to two cents per pound; and the one hundred and twenty-four dozen Borden's condensed milk should have read "condemned milk," and the packages said to contain whiskey required no revenue stamps to save them from forfeiture to the Government. These items constituted a part of Charles W. Lewis' shipment upon which he was paid over \$20,000 insurance. There was but one article known to "be shipped by A. S. Mansfield, and that was fifty barrels of Lime." The particular motive for the shipment of that venture will appear in a future chapter, which will treat more particularly upon the diabolical part of this damnable transaction.

ANOTHER CALL TO BOSTON, AND WHAT WAS SAID AND DONE.

The collection of the second protested note of Peter Butler was placed in the hands of Hayles W. Suter, Esq., of Boston, with orders to put it in judgment. These frequent suits and protests were not palatable either to Butler or Ames.

On the 28th I met Peter Butler and he requested me to be in Boston the next week when all matters were to be arranged. Accordingly, on the 31st of December, I returned to Boston and had an interview with Oakes Ames, who desired me to meet him at the office of Peter Butler "to-morrow." January 1st, 1868, met Oakes Ames at Mr. Butler's office when the latter explained to Mr. Ames how all matters stood between him and myself. Mr. Ames said that Plummer was anxious for the money, and he thought that he would settle with him to-morrow; that he saw no way to avoid it, unless I would serve an injunction on him restraining him from the payment. I declined to throw any such obstacle in the way, but desired that he should pay Mr. Plummer his just share, also pay mine to me. But as will be observed he did not intend to pay either at present.

CHANGE OF FRONT—A NEW PROPOSITION.

On the 4th of January 1868, I again met Mr. Butler and Ames; when I learned that their counsel, Morse and Marston, were thrown aside, ignored, and that Morse had attached the property of Mansfield for his fees, and that Amos B. Merrill, Esq., was now employed to attend to the business, and would proceed at once to New Orleans for the purpose of effecting a settlement with Mansfield, if it was a possible thing, and in the event that he could not, wanted my assistance to prosecute him criminally to the end of the law.

And right here we overtake Mr. Peter

Butler on an open field, while he is dodging from one ambush to another. The new proposition, which discloses his friendship and dickering with Farnum Plummer, also, leaves me without much choice, and the promise that the first money recovered from Mansfield should be applied *pro rata* to the payment for the loss on the freight, decided me to accept, although I relinquished some seven or eight thousand dollars which justly belonged to me from the Underwriters, beyond what Butler agreed to pay, and which Mr. Ames had promised time and again that he would secure or reserve for me before he paid Plummer. But to the proposition: Mr. Butler agreed to pay one of his protested notes and take up the other two, and give his note at eighteen months date with Oakes Ames' endorsement, for, and in consideration of which I should relinquish *all claims against the Boston Underwriters*, and when called upon, go to New Orleans or elsewhere in the United States or the Island of Cuba *under the direction of A. B. Merrill*, at a fair compensation—Butler and Ames paying all expenses. Here was an unjustifiable effort on the part of Butler and Ames to deprive me of my rights, and remedies as against the underwriters, a matter with which they had nothing to do, except to break faith and render their promises and professions alike idle.

After reflecting upon the proposition until the 8th of January, I decided to accept it, and on that day was for the first time introduced to Mr. Merrill by Mr. Butler, who informed me that Merrill was going to New Orleans in his and Mr. Ames interest and would draw up a little agreement for us to sign, embracing the foregoing proposition, which was executed and Mr. Merrill soon after left for New Orleans.

After this arrangement was concluded, there was an evident improvement in the respiration of the parties in interest, because

they had the only dangerous man now safely muzzled for a time, and confidently relying upon the double dealing of Merrill in secret collusion with Mansfield, and a little more money to bribe government officials, and thus through the statue of limitation escape the threatened danger to themselves and their "stripped pig" partner.

It is proper that I should notice the dire threats made against my life by Mansfield, should I ever dare to visit New Orleans, and that too over his own signature, which read thus, "If he comes here he will never get away alive."

This warning did not offer a very flattering prospect, to be sure, nevertheless, deciding from long years of experience that all rogues, when cornered, are arrant cowards, there was not the slightest danger to be apprehended from him, although not so safe, perhaps, from the slung-shot or stiletto of a stealthy assassin, and it does not require the wisdom of a Rabbi to convince us that any man who would be guilty of an act of piracy would not scruple at feeling an out-law to do murder! But these are among the risks which men must take, whose business it is to unveil fraud and expose crime, especially in high places, and I neither hope nor expect exemption from such dangers.

February 12th, 1868, found me again at the "Hub." I called on Mr. Clark, the partner of Merrill, who said that Merrill had left for New Orleans the day before. I also paid my respects to Mr. Butler and was reassured that the agreement with regard to the freight should receive his first attention. February 19th I met the Hon. Oakes Ames in Washington, who said, among other things, that the arrangement made with Mr. Butler should be carried out to the letter. Here I learned, for the first time, that Clark & Merrill were Mansfield's attorneys! But this little circumstance was easily silenced by the assertion

that Mr. Clark only was his counsel, and Mr. Merrill was the special counsel for Messrs. Ames & Butler, but he will pardon me if I add Mansfield's also.

It was well known, for a long time, to the Boston Underwriters, and every one there who had an interest, that I was determined, if possible, to bring A. S. Mansfield to justice, and as matters shaped I had no choice left, after the insurers on the hull refused to prosecute, except to make terms with the Underwriters on freight. On the 19th of March, in response to a summons, I found myself again in the modern Athens, and in what looked like a confidential interview with Peter Butler. He said Mansfield had refused to pay or settle with Merrill and desired that I would go to New Orleans and render Mr. Merrill all the aid I could, and whatever was wanted from him in the way of books or papers, affidavits, &c., he would send us when wanted—desired particularly that I should stop at Washington and see Mr. Ames. Things began to look as though they really meant business, or at least would have looked so to a man who was not as well posted as myself.

The 27th of March found me in Washington, where I had a protracted interview with Mr. Ames, who appeared to be in earnest; but whether he was or not I had agreed to go if called for, and had no idea of endangering the claim I held for the freight by reason of non-performance on my part.

On the 1st of April (supposed to be all-fools' day) I arrived in the Crescent City and had a long interview with Amos B. Merrill. He requested me to remain quiet until he could secure the steamboat property, &c., from Mansfield, then we would make a charge on him for the loss of the Shooting Star.

Merrill occupied one of the corner *altitude* rooms of the St. Charles Hotel, and

was constantly receiving the visits of H. D. Stone, Mansfield's Attorney, and other pimps and tools who were drilled to a regularity in point of time which accommodated all with an interview without the least interference of one with another. But during the whole time that Mr. Merrill was there, I never saw Mansfield in the house or the two together anywhere.

It was suggested by Merrill that I required counsel to consult with, and that Gen. David Stuart, a friend of James T. Tucker, had been highly recommended by the latter and he thought well of him. As I was under an agreement with Mr. Butler to obey all lawful mandates of Merrill, I had no objection to any suggestions which he thought proper to make. I knew, however, that Tucker had been the confidential clerk of Mansfield at the time the ship was lost, but what their present relations were it was impossible for me to know.

On the 18th of April Gen. Stuart and the United States Marshal, Gen. Herron, returned from Natches, and during the day Gen. Stuart introduced me to the United States' District Attorney, Samuel H. Torrey, and left me at Torrey's office.

SAMUEL H. TORREY, THE U. S. DIST. ATTORNEY
OF NEW ORLEANS.

The business of the loss of the Shooting Star and A. S. Mansfield was freely communicated to the (save the mark) learned counsel. I also submitted letters, for his perusal, from W. E. Chandler, Esq., B. F. Flanders and others; also stated to him the reasons why the case could not be successfully prosecuted before, and the overwhelming proofs that I now possessed, the great desire of those who had been robbed of their property through this precious piece of villainy, to have Mansfield dealt with according to law, and respectfully requested his attention to the case. His reply was that he did not know anything about it, and that the United

States' Government had no interest in it, but that he would meet me the next morning at 10 o'clock.

Pursuant to this arrangement I met him in company with Messers Merrill and Stuart, and at their suggestion he accepted of Captain McKeige as a witness for the Government, also David Stuart as associate counsel in the case, and reiterated what he had said the day before, "that he did not know any thing about it."

The last section of the judiciary act of 1789, provides as follows:

"There shall be appointed in each district, *a meet person learned in the law*, to act as Attorney for the United States in such district, who shall be sworn, or affirmed, to the faithful execution of his office, whose duty it shall be to prosecute in such district all delinquents for crimes and offences cognizable under the authority of the United States, and all civil actions in which the United States shall be concerned except before the Supreme Court in the district in which that court shall be holden."

"A meet person learned in the law!" That is the standard set up by Congress.

"It requires, first of all, that the District Attorney be fit, suitable and proper for such an office, in a general and social sense; that he be *known* by the judges of the court, and the members of the bar; and that his standing with both be such as to place him clearly among those likely to be retained to conduct important causes in the District or Circuit courts. He must be a man whose coming in and going out among his professional associates has been such as to command respect as a gentleman. That is what the Statute means by a 'meet person.'

"But more than that, he must be '*learned in the law*,' which embraces familiarity with the whole body of our jurisprudence, State and Federal. He must be skilled in criminal law, in revenue law, in admiralty law, in international law, for the statute in terms

declares it to be *his duty to prosecute* all delinquents for crimes and offenses cognizable under the authority of the United States and all civil actions in which the United States are concerned."

Was Samuel H. Torrey such a person? What was the crime charged? Felony, and under the following section of the law, we ask the District Attorney for an indictment and he declares "he knows nothing about it, that the United States Government has no interest in it!"

"If any person shall, on the high seas, willfully and corruptly cast away, burn, or otherwise destroy any ship or vessel of which he is owner in part or in whole, or in anywise direct or procure the same to be done with intent or design to prejudice any person or persons that hath underwritten, or shall underwrite any policy or policies of insurance thereon, or if any merchant or merchants that shall load goods thereon, or any other owner or owners of such ship or vessel, the person or persons, so offending therein, being thereof lawfully convicted, shall be deemed and adjudged guilty of felony and shall suffer death." *Brightly*, p. 208.

The Statute of Limitation, from the same author, at page 222, which applies to this case, reads as follows:

"No person or persons shall be prosecuted, tried, or punished for treason, or other capital offenses aforesaid, willful murder or forgery excepted, unless the indictment for the same shall be found by a grand jury within three years next after the treason or capital offence aforesaid shall be done or committed."

It will be recollected that the ship was wrecked on the 16th of August, 1865, and unless the indictment could be had at the present term of the court the Statute of Limitation concluded the case. Mr. Merrill had already advanced the opinion to me, that Mansfield could not be convicted in New Orleans, and was not inclined to press

the prosecution, at least for the present, while I, acting in good faith, had determined with his cooperation, whether pretended or real, to make the effort which would discover who was in earnest and who not.

MY AFFIDAVIT AND WHAT BECAME OF IT.

STATE OF LOUISIANA, PARISH OF ORLEANS, ss:

On the 20th of April, 1868, personally appeared before John B. Weller, United States' Commissioner in and for the District of Louisiana, Wm. M. Hall, of the City and State of New York, and on his oath makes complaint against A. S. Mansfield of New Orleans, that in the month of August, 1865, the said Mansfield was the owner or agent of a certain steamboat called the Shooting Star; that he insured or caused to be insured, the said ship for \$100,000 against loss by the dangers of the sea and marine disasters; that said insurance was effected in various companies in the City of Boston, Mass., upon the hull of said ship, in different sums, with the Equitable Safety, the Washington, the Neptune, the New England Mutual Marine, the Boston Insurance Company, the Mercantile Marine, the American, the China Marine, and the Manufacturers Insurance Companies; that in said month of August, the said Mansfield, effecting to contemplate a voyage of said ship from New Orleans to Galveston, caused to be received aboard of said ship a large quantity of freight insured in the Metropolitan Insurance Company and the Home Insurance Company, both of New York, and in the Home Insurance Company of New Haven, Conn., in various sums amounting to upwards of twenty thousand dollars; that before the sailing of said ship, the said Mansfield with the design to prejudice, injure and defraud said Underwriters on said ship and cargo, directed and procured the master of said ship willfully and corruptly to cast her away or otherwise destroy said ship, on the high seas, on her said pretended voyage, and thereupon the said complainant says, in pursuance of said felonious direction and procurement, the said master did, on said pretended voyage, on or about the 16th of August, 1865, willfully and corruptly, on the high seas, cast away and destroy said steamship, Shooting Star, near the Timbalier Islands, about nineteen miles from the Timbalier Lighthouse, where she was abandoned by the captain, mates and crew as a wreck; whereupon the said complainant charges that said A. S. Mansfield directed and procured the said ship or steamer to be willfully and corruptly cast away or otherwise destroyed, on the high seas, with intent and design to prejudice the Underwriters, &c.

WM. M. HALL.

The next day, April 21st, I called on Gen. Herron who assured me that Mansfield was arrested last night by his deputy, J. R. West, that he himself was at Mansfield's house and knows the fact, and further he had placed a watch around his house; therefore it was impossible for him to escape. Three days after, April 24th, the following notice appeared in the New Orleans Picayune: "We are requested by A. S. Mansfield to state that he has not been put under arrest, but is now confined by sickness to his room." The first part of this statement was true, and with the exception of the declaration of Torry, that he knew nothing about prosecuting a case of this kind, was the first truth that I had up to this time discovered!

On the 4th of May, fourteen days after the warrant of commissioner John B. Weller was issued to the Marshal, a return was made as follows:

"Received by the U. S. Marshal, April, 1868, and served same date; accused is now in custody."

J. R. WEST,

Deputy Marshal.

New Orleans, May 4th, 1868.

The New Orleans' Times and Picayune were out spoken in their denunciation of such outrageous trifling with law and justice and the citizens cried shame!

Says the Picayune:—"It is asserted and believed that though Mr. Mansfield was said by the Deputy Marshal to be in custody, he has actually continued to remain in his own residence with, as far as the public know unrestricted liberty. He pleaded sickness it is said, and his physician declares he is liable to apoplexy. The public however enters a protest, and declares that were Mr. Mansfield a poor man, or a less influential one in certain quarters, he would have immediately been thrown into prison, without the privilege of bail. Indeed the crime with which he is charged is notailable, but punishable

with death. If Mr. Mansfield, when charged with so grave an offence as causing the destruction of a vessel upon the high seas, may sit guilty in his parlor and defy the law, what guarantee have we that any criminal can be brought to justice?"

The Times was equally severe in its strictures upon the outrage: "The offence of which he is accused is one of the most serious in the whole catalogue of crime; yet though supposed to be in the custody of the United States' Marshal, he is not confined as a poor offender would be but is permitted to enjoy the large liberty of a palatial mansion. This remarkable concession on his behalf is made with the full knowledge of the officers of the law who are sworn to administer justice impartially. The public look on and the comments they make in the premises are by no means complimentary.

* * The bearing of the accused before the United States' Commissioner was one of arrogant defiance toward those who were conducting the prosecution, and of extraordinary confidence in his ability to successfully meet and overcome the difficulties of the situation. He seemed to acquire confidence in the contemplation of his immense bank balances, and the considerate courtesy which they commanded. Hapily he relied also on his political status as a candidate for the high office of United States' Senator, and on the favors which such a position was likely to secure from political friends who sit in places of authority. At any rate his conduct was remarkable for one so circumstanced, and the whole history of the case is pregnant, which in due time must cry aloud for answers. We do not wish to excite prejudice against the accused, but we do wish to see the administration of justice freed from every suspicion which might impair its value."

May 5th, A. S. Mansfield was brought, or came before the United States' Commissioner, John B. Weller, and on motion of his

counsel, H. D. Stone, the case was postponed until to-morrow at 2 P.M., the prisoner remanded to the custody of the Marshal, and that meant to go wherever he pleased! The next day he appeared again, but had no counsel and on his own motion the case was adjourned until to-morrow at 2 P.M.

May 7th he again put in an appearance and another adjournment until next day at 2 P.M., at which time the august dispenser of law and justice, John B. Weller, was in his seat, and to the surprise of many, in a clean shirt and new suit of clothes!

"Coming events cast their shadows before."

The lawyers and knowing ones, about the court room, gave significant glances at each other, and even the shrewd reporters were apparently dazzled by this sudden metamorphose of the Court. But to business. Day after day adjournments were too slow a process to safely reach and pass the statute of Limitation, and the defendant, "as mild a mannered man as ever scuttled ship or cut a throat," asked, through his counsel, a postponement of the case for two weeks, based upon the following affidavit:

UNITED STATES,	} Before the Hon. John
<i>versus</i>	
A. S. MANSFIELD.	
	B. Weller, United
	States Commissioner.

A. S. Mansfield, duly sworn, deposes and says: that Walter Mason, of Natic, Mass., Moses Kimball, of Boston, Mass., Peter Butler, Boston, Mass., and J. M. Courtney, New York, are material witnesses for the defence; that he expects to prove by the first of said witnesses that a contract was entered into between a certain Hall and McKeige, by which the latter agreed, in consideration of \$3,000, to swear falsely that this deponent employed him to cast away the steamship Shooting Star, contrary to the facts stated by him in his protest; and that the said McKeige stated repeatedly that the loss of the boat was accidental, and that the assertion that he had been procured by the owner to cast her away, was false; and this affiant expects to prove by Moses Kimball that McKeige admitted and declared repeatedly that the loss of the Shooting Star was accidental, and that he was not procured by the owners to cast her away; that he never received anything from the owners, ei-

ther directly or indirectly, except his wages, and that if he had ever made oath to anything different from the protest made at the time the vessel was lost, he had done so without knowing to what he swore; and this affiant expects to prove by Peter Butler that W. M. Hall, who is instigating this prosecution, has tried to extort money from him by threatening to bring a similar prosecution as that now pending against this affiant; and that he expects to prove by J. M. Courtney that the same Hall came to New Orleans in the year 1865, as Agent of the Underwriters, to make inquiries and report in relation to the loss of the steamship Shooting Star, offered to accept a bribe to make a favorable report, and said that he must have twelve or fifteen thousand dollars for a favorable report, which proposition was indignantly rejected by this affiant; that this appearer will use every effort and diligence to obtain the attendance of said witnesses in fifteen days from this date, and has good reason to believe that he will be able to procure their attendance; and this affidavit is not made for delay, but solely for the purpose of having justice done.

A. S. MANSFIELD.

Sworn to and subscribed before me the 7th of May, 1868.

J. B. WELLER, U. S. Com.

"There stood the wretch! his heart as black as death, his legs were faint with haste to propagate the lie his soul had framed! Of all the reprobates, none seemed maturer for the flames of hell!" Ten thousand convicts with all their aggregate of crime could not circumference the infamy of this perjured wretch as he stood pointing heavenward invoking the great God to witness the damning act!

There sat the Court, the Hon. John B. Weller, once a senator, governor, now a fawning parasite cogitating how he could most discreetly avoid a plain duty, and remembering, no doubt, the honors which had been conferred upon him by his own native Ohio, and subsequently by the generous sufferage of the people of California, hung his head in apparent shame at his present humiliating position!

WHAT MANSFIELD EXPECTED TO PROVE BY
CAPT. J. M. COURTNEY.

"That Hall came to New Orleans in 1865 and offered to accept a bribe to make

a favorable report, and said that he must must have twelve or fifteen thousand dollars, which proposition was indignantly rejected by this affiant." It would seem that this bribery charge had been pretty well and satisfactorily disposed of in a former reference to it, but it may be well to inform the reader what could, and what I believe can now be proved by Capt. J. M. Courtney.

FIRST.—That Mansfield bribed Captain Swain to give the certificate of over valuation of the ship.

SECOND.—That on the return of Captain McKeige and his officers from the wreck, that he, Courtney, at the instance of Mansfield took them to a Notary Public, who was also his tool, and there left them to execute the protest, which they did sign, but have since sworn that no oath whatever was administered to them by the Notary.

THIRD.—That Charles W. Lewis never chartered the vessel at all, and that no book of accounts or settlement in reference to the pretended charter was ever had between them; that it was a mere pretense to get the \$8,000 charter money insured, which was tried but failed.

FOURTH.—That at the instance of A. S. Mansfield, Capt. J. M. Courtney did, as stated on a former page, offer to bribe the writer by first offering him the Presidency of the National Insurance Company of New Orleans at \$5,000 a year, and subsequently the Presidency of the Florida Timber Cutting Company at \$10,000 a year, which was refused in manner and form as shown in my private report to the Underwriters in Boston upon my return.

Thus much for that part of the affidavit, and the following affidavit, &c., published in the New Orleans Picayune will effectually dispose of the balance of the perjury.

"It will be observed that Mr. Mansfield expected to prove by the first of said witnesses (Mason) that a contract was entered

into between a certain Hall and McKeige, by which the latter agreed, in consideration of \$5,000, to swear falsely, &c." Now let us see what Mr. Mason says and swears about this matter.

I, Walter N. Mason, of Natic, Mass., on oath depose and say, that I have been shown a copy of the New Orleans Daily Picayune containing what purports to be an affidavit made by A. S. Mansfield, in a proceeding in the name of the United States against said Mansfield, pending before Hon. John B. Weller, United States' Commissioner for New Orleans; that so far as said affidavit represents that I had a conversation with one Hall and Captain McKeige in regard to the loss of the steamship Shooting Star, the same is entirely erroneous and a mistake, as I never had any conversation with either of them, do not know them, and to my knowledge never saw them or either of them.

WALTER N. MASON.

Sworn to and subscribed this 22d day of May, 1868, before me, James B. Bell, Commissioner for the State of Louisiana for the Commonwealth of Massachusetts.

The following affidavit will summarily dispose of the "black-mailing" fabrication.

I, Peter Butler, of Boston, in the County of Suffolk, in the State of Massachusetts, on oath, depose and say, that Mr. Wm. M. Hall never tried to extort money from me by threatening to bring a similar prosecution to that now pending against A. S. Mansfield, and that he never to my knowledge or belief, attempted to extort money from me.

PETER BUTLER.

Sworn to and subscribed, before me, this 23d day of May, 1868, Samuel S. Curtis, Commissioner for the Commonwealth of Massachusetts and the State of Louisiana.

TO THE PUBLIC.

The public will judge how far I have vindicated myself from the infamous charges preferred against me in A. S. Mansfield's affidavit; and I will only add, it is in congenial keeping with all the testimony he can ever furnish in his defense. Now I desire to say that I will pay \$1,000 to the Widow's and Orphan's fund of New Orleans, if I cannot prove to the entire satisfaction of twelve disinterested, respectable merchants of New Orleans, that A. S. Mansfield did

pay to the Captain of the Shooting Star ten thousand dollars to wreck her.

WM. M. HALL,

Agent, &c., for Underwriters.

New Orleans, May 30, 1868.

I shall not inflict upon the reader the arguments of Counsel upon the motion for a fifteen days postponement although they were very lucid upon both sides. The horizontal Commissioner which the law intended should be a perpendicular Judge, again postponed the case until the next day, for it was getting to be a pretty warm and weighty matter, therefore, a little time spent in reflection would lend a dignity to the Court and the case, which might increase in importance if not in value by delay.

The next day, May 19th, 1868, John B. Weller, United States Commissioner, of New Orleans, granted the motion (which surprised no one) for a postponement of the case fifteen days longer, for the pretended purpose of obtaining witnesses by defendant, but really to gain time.

We will now turn back and look after the United States District Attorney and his Grand Jury.

April 25th, 1868, Samuel H. Torrey had succeeded, after a laborious effort, to empanel and bring together the grand inquest, and they will pardon me for inserting their names, when I assure them that I do so for the purpose of transmitting their memories to future Grand Juries—perhaps generations.

Henry Tete, Nelson Mariche, Jules Camp, E. H. Bostwick, Theodule Delassie, C. J. Camp, E. Fauchaux, F. A. Conant, D. B. Marcarty, P. A. Delville, Edmund Reillieux, Armand Belot, Francois Victor, Francois Lueroix, Nelson Paragot, Blanc Joubert.

Capt. Edward McKeige appeared before them and swore positively that he wrecked the ship in furtherance of an agreement previously made with Mansfield, and that he did so purposely, for which service he re-

ceived the sum of \$10,000 from Mansfield on the 9th of September, 1865. His two mates, Hays and Wilson were also examined and fully corroborated the captain in the matter of wrecking her, and I was examined upon some matters in relation to the case, which was corroborative of the whole evidence; but the grand inquest arose and each went his way, and the District Attorney with them for aught I know, and that was the last that was seen or heard from that Grand Jury!

Now, I do not pretend to say that this grand inquest did not do all they were asked or requested to do by the District Attorney. His anxiety in the case must be measured by the interest he took in it, and that may be found in the fact, that as we have already seen, he refused absolutely to have anything to do with it, would accept General Stuart as assistant, but *would not permit him to go before the Grand Jury*, and further, he never subpoenaed a witness, nor did one other thing in the premises, except to allow Captain McKeige to become a witness for the Government.

WHAT AMOS B. MERRILL FOUND IN MANSFIELD & CO.'S BOOKS.

While these pretended arrests, examinations, postponements, grand juries and other ridiculous farces were being bunglingly played by the sworn ministers of the law, Mr. Merrill was not idle and through the skillful aid of Stone and Stewart was able to erect a formidable defence for his clients. He was aware that I had labored long and zealously to obtain the \$10,000 check that drew the money from (Barkers) Bank of Commerce on the 9th of September, 1865, which was paid on that day by Mansfield to Captain McKeige for wrecking the ship.

On the 17th of April while he was looking through Mansfield & Co.'s books and papers with Mr. Ferguson, the book-keeper, he discovered the coveted check which had

long been the object of my search, or at least so he informed me. Have you that check, Mr. Merrill?" "No, but I have a copy of it which is just as good. I have also copied all that we can find in the books about the business, &c., of the Shooting Star about the time she was wrecked."

(Day Book.) New Orleans, Sept. 1865.
Freight on merchandise, Shooting Star, to Galveston, per acc't W. R. Hodges, Galveston acc't, - - (Blank)

(Cash Book.)
W. R. Hodges, Galveston acc't, amount short remitted - - \$10,000
Cr.

11.—Wm R. Hodges, general acc't remitted him - - \$20,120,00

11.—Cotton acc't, acc't purchases, 10,000,00

16.—Cotton acc't, acc't purchases, paid O. W. C. - \$4,336,59

Ledger, Page 292. Shooting Star, Dec. 6, '65. Cr.

Sabine pass, adv acc't - \$ 5,000

W. R. Hodges, Galveston acc't 10,000

Trip Sept. 2d - - 5,000

Ledger Page 307, 1866.

W. R. Hodges, per acc't, Dr.

March 2.—To acc't F (303) S.S. \$ 150

Shooting Star (39) 10,000

1867, Jan. 31, Cash (45) 9,000

1865. By amount paid \$45,746

(Check Book)

9th Sept. 1865, 3,299, - - \$10,000

In pencil—cotton venture J. B. & Co.

Here then we have upon the authority of Mr. Merrill, a memorandum of the accounts of the business of a ship which is insured in Boston for \$100,000, and said to have been chartered to Charles W. Lewis for a trip to Galveston for \$8,000! In this *clear and intelligent* transcript from the books of A. S. Mansfield & Co., the name of Charles W. Lewis does not appear, and why should it, when all the charter there was ever pretended to be made was written by Captain

McKeige himself, and after he had performed the last service for the doomed vessel, did he return to Charles W. Lewis to make report? No; he went directly to the office of A. S. Mansfield, and has never seen Charles W. Lewis from the time the ship left the levee to the present day.

But to the check, and here it is, as returned from the bank cancelled.

NEW ORLEANS, 9th Sept, 1865.

No. 3299. Bank of Commerce, Pay to bearer, Ten Thousand Dollars.

\$10,000. Signed, A. S. MANSFIELD.

(Stamp.) (A true copy of original check.)

It will be noticed that this check is not signed A. S. Mansfield, & Co., and then observe that in the above account the fruitless attempt to fix, this somewhat troublesome ten thousand dollars upon W. R. Hodges; but as it could not be satisfactorily nor safely obscured under so flimsy a burial, the happy thought of charging the check to "Cotton venture," and the mysterious J. B. & Co. was adopted as a measure of greater safety. I did not enquire particularly of Mr. Merrill if the "Cotton venture" written in pencil on the check book was in Mansfield's hand-writing, lest he would suspicion that I doubted his sincerity in what he pretended to be desirous of doing in the criminal prosecution. His cunning and his promises were investments in which I took no share—therefore were entirely thrown away upon me. I well remembered the case of the murder of Maria Bickford at Boston, by Albert, G. Terrill in 1846—7, and had not forgotten the part taken by Amos B. Merrill in connection with Rufus Choate for the defense.

Any man who at that time was able to produce testimony to prove a sane man was insane, or that an insane man was in sound mind, would have little difficulty in these degenerate days in New Orleans, to find a perjured father for a \$10,000 check!

Merrill insisted that this check was no evi-

dence for the reason that J., B. & Co. meant Jerome, Bradly & Co.—and pray, how did Merrill know it meant Jerome, Bradley & Co., unless told by A. S. Mansfield? This was the shute they intended to take in the possible event of indictment by the Grand Jury, to call Jerome Bradley if alive, (and Merrill was extremely anxious to ascertain that fact), who like all other tools of Mansfield & Co. would swear to anything that was wanted. Who was Jerome Bradley? A United States' quartermaster in Louisiana, and afterwards a cotton gatherer and tool of Mansfield & Co., subsequently engaged in the benzine business in New York, and now living in the Tombs on a charge of bond robbery, preparatory to donning a Zebra outfit, o'ertopped with the barefooted half of a friar's head, at Sing Sing.* This is the kind of testimony which was being prepared to defend and protect the felon, if by any possibility other partially concocted schemes should fail, as Judge Marston has told us to "break down Tyler and McKiege."

We have seen that the case was postponed to the 22nd of May, and from all that I could discover it was indefinitely postponed. At this time, May the 9th, the case was pretty well ventilated through the press and the excitement among the citizens, especially those who had been swindled by the immaculate firm of Mansfield & Co., was running high. The air was also filled with rumors, set afloat by the hirelings of that famous concern, one of which was, that the vagabonds (meaning myself and Merrill) who was instigating this malicious suit, against a respectable citizen for purposes of blackmail, would soon feel the wrath of that much injured gentlemen, in the shape of a suit for slander, which would require at least one hundred thousand dollars bail.

* Since writing the above, Judge John K. Hackett has sentenced him to Sing-Sing for five years. O! for such a U. S. Judge in New Orleans.

Mr. Merrill became alarmed at the appearance of things, wanted to know of me if I could get bail—if I “didn’t feel skeered?” Mr. E. C. Billings was dragged to the service of the scare, and said that he had advised Mansfield as counsel to sue both of us, and put the damages at a very high figure; and volunteered his advice to me, that bail would be required and I had better be looking it up. I thanked him for his timely warning, and assured him that my bail was all ready, and as for Mr. Merrill, I thought that his client wouldn’t be very hard on him.

The next day, Sunday, May 10th, Merrill left for Washington, ostensibly for the purpose of getting those rascally government officials at New Orleans removed, and, if possible, get an amendment through Congress, which would extend the statute of limitation to five years, instead of three, as at present, in the hope that some changes could be made in that time to bring the rascal Mansfield to punishment, should we fail at this term of the court.

During the next two weeks, I devoted the most of my time, in connection with Gen. Stuart, who had been accepted by Torrey to prosecute the case *after* the indictment was obtained from the grand jury, looking up all the testimony which was floating about, and to ascertain if possible the reason why I could not get so much as a subpoena for a witness from either the District Attorney or Commissioner.

The time was up for having another hearing before Commissioner John B. Weller; but he was engaged elsewhere, and the case was adjourned until the next day at 9½ A.M. At the hour appointed May 23rd, the Court was in the chair. The counsel of Mansfield requested the case to be presented to the Grand Jury. The Court still refused to hear any testimony in the case. Fifteen days was sufficient for

the District Attorney to “fix” a grand jury, and after two days time the United States’ Commissioner decided to remand the prisoner to the custody of the marshal, until he found bail in the sum of twenty thousand dollars to appear before the Grand Jury now in session. His bondsmen were Jesse K. Bell, David C. McCann, Wm. H. Seymour, J. M. G. Parker and E. F. Dewing. The bond of course was perfectly satisfactory to the honorable court and marshal, but, like most other bonds given by government officials in New Orleans was worthless, and thus this capital offence was effectually disposed of because the District Attorney refused to present the case to the Grand Jury, and even if he had, I had it in proof, that Mansfield had corrupted or attempted to corrupt them, and the case died by the statute of limitation at the present term of the Court.

This farce which was enacted within the hearing of the Hon. United States Judge E. H. Durell, and which was in the mouth of almost every citizen of New Orleans, denounced by the press as an outrage upon law, and an insult to the people, failed entirely to attract the least apparent attention from his Honor, except, as was alleged, that himself, Weller, Torrey, and other representatives of law and justice in Louisiana made, a visit to the lake, and celebrated the escape of their republican friend from the halter, and at the same time exulted in his defeat for Senatorial honors, which was a source of visible grief to a portion of the carpet-bag corruptionists, although a perfect God-send to the law and order people of Louisiana. We will now look at the letters of *encouragement* which I received during this struggle for justice among the Philistines.

WASHINGTON, May 25, 1868.

WM. M. HALL, Esq.:—I have your telegram saying “Mansfield,” bailed, twenty thousand dollars useless, corruption all through.

All I have to say is don't be discouraged, Merrill starts to-day from Boston. I will get authority from here for Merrill to be Assistant Treasury Agent or something of that sort, that will give him authority to get at books and papers. We must get at the testimony of McKeige and others, and we will have it taken in some shape and sent to Washington and make the Government act upon it. Attorney General Browning says "if we will have the testimony taken and sent up here he will see what can be done to secure justice." Gov. Gardner is here waiting for Merrill to come on, and will go to New Orleans with him. Mansfield has swindled him out of a large amount of money. Stick by, till you see Merrill.

Yours truly, OAKES AMES.

The suggestion of the Attorney General to have the testimony taken and sent to Washington was a brilliant idea, and most likely originated in the fertile brain of Gov. Gardner. Why not send the testimony to Alaska?

WASHINGTON, May 1868.

WM. M. HALL, ESQ., *Dear Sir*:—Yours of the 16th is at hand this morning. Our house has adjourned over and I would go to Boston to-night did I not expect Mr. Merrill here this morning. You must keep at work and do all that can be done. We believe that we shall be able to help you from here in this case. I can't believe that we shall not succeed in punishing him; if we can get rid of "Andy," which we have hopes of yet, we will have it all our own way; if we do not get him convicted we must bring some other influence to bear that will effect it; we *will* get him before the three years expire. Get all the evidence in the case and have a copy of it sent to Washington and we will see if we cannot use it to bring a case.

I have read your letter with much interest, and the slips also. It is a disgrace to any people to have such officials.

I have a letter from Gov. Gardner, to-day, asking me to go to New Orleans with him and get a settlement with M—— for both of us. I declined as we can get nothing, I think; Gardner has faith that he can. M—— (meaning Mansfield) owes him one hundred and thirty thousand dollars.

Yours in haste, OAKES AMES.

WASHINGTON, June 2, 1868.

WM. M. HALL, ESQ., *Dear Sir*:—By request of Mr. Ames, who is now quite busy, and is going to New York to-night to return to-morrow night, I

answer yours of May 28th. We have written to-day to Col. Stuart and Judge Merrick, which letters see. We are driving at the Bill and officials—will come out right. Keep getting your testimony and witnesses—and have their testimony taken down—look after Bloomer and Dewing, and get witnesses of their bribery and tampering. We shall want the testimony. I don't want to leave here till I get action and a clear coast.

Yours truly, AMOS B. MERRILL.

WASHINGTON, June 8, 1868.

CAPT. HALL, *Dear Sir*:—Your package of affidavits by express came to hand to-day and will be laid before the Attorney General to-morrow. I am glad you sent them as they will show a case before that officer. I have written a long letter, to-day, to Col. Stuart which explains the situation here, and which he will show you.

Keep getting up your testimony, and get in form of affidavits as much as you can. If we could get an indictment and try the case in the fall—would it not do? Stuart will show you we are at work.

Yours truly, AMOS B. MERRILL.

"Would it not do to try the case in the fall?" and "Stuart will show you that we are at work." It required no showing from Stuart or any one else to show me that they were all at work like beavers to deceive me, and protect their clients from the violated law, and their just deserts, but we will look further into these comforting epistles.

The following extract from a letter dated at Washington June 22, 1868, written to me by the Hon. Oakes Ames, exhibits a very caloric, if not remarkable zeal.

"Yours of the 18th June, 1868, is at hand showing that you are still at work, and with about the same results as for some time past. We have got the bill extending the time of bringing actions from three to five years through the Senate and will get it through the House in a few days and become a law."

Just so, Judge, and here is the law.

"Be it enacted, &c., that no person shall be prosecuted tried or punished for the capital offenses set forth in the act to which this act is in addition unless the indictment for the same is found by a Grand Jury within five years after such capital offence is committed."

"SECTION 2.—And be it further enacted that this act shall take effect from and after its passage, and

its provisions shall be applicable equally to offences committed within three years before, and offences committed after its passage. Approved July 25th, 1868."

Now this is no doubt a very wholesome and proper law, and it will be observed that the Hon Oakes Ames had influence enough in Congress to rush it through, but was wholly inadequate to the task of getting it executed against A. S. Mansfield. And why? Because I believe it was intended simply as a rod *terrorem* to be held over him, a lubricator to force from him all the property possible, to satisfy the claims of Butler and Ames, and in congenial keeping with the whole scheme to get all they could and through greenback appliances protect themselves against laws already enacted.

The following letter discovers the milk in the cocoanut.

WASHINGTON, July 1, 1868.

WM. M. HALL, ESQ., *Dear Sir:* I was absent from Boston a week, and so did not get your letter seasonably, but have now got all to this date. I cannot now specifically acknowledge them, but be sure I note carefully all you have written. From Jones's Analysis the Grand Jury looked better than I expected, and hardly warranted your and Jones's conclusion, that it was not safe to go before them.

It needed the knowledge of inside workings and of Torrey's position, and of his relations to our counsel to appreciate the correctness of your common decision. You have done right. We think, however, you had not better leave, but keep your witnesses till the Grand Jury is dismissed. Let us not retreat. I am at work here to put things so that next fall our course will be made direct and easy. Now do you, in the meantime, with Col. Stuart, get everything sure for the fall. Secure the presence of your witnesses, secure them from being tampered with, fasten their testimony to the truth and be impregnable for the fall campaign. Mansfield must be punished. It is a duty we owe the public, but keep your counsel. Time will bring things all right. We have many years before us. When the Grnd Jury is dismissed then face homewards, adjourn with it.

Yours truly, AMOS B. MERRILL.

The package of affidavits acknowledged in his letter of June 8th disclosed to him

that we had proof that the Grand Jury had been tampered with by Mansfield and his tools, a service which was as unnecessary as it was wicked, because Torrey would not call the case, and Col. Stuart could not if he would, and you will please pardon me, Mr. Merrill, when I freely admit that it needed the knowledge of inside workings, and of Torrey's position and of his relations to our counsel to appreciate the correctness of your common decision, "You have done right."

"I thank thee Jew, for teaching me that word."

Those inside workings which was engineering, in close communion with the unscrupulous and wily Stone, a festered government official, and our passive counsel were patent to every citizen of common sense in New Orleans. "Mansfield must be punished." Ah ha; valorous and virtuous Merrill! After you have succeeded in lifting him and his associates in villainy over the statute of limitation, you propose to pay a debt and perform a duty we owe the laws and the public, *in the fall!* "Time brings all things right," is a very convenient saying, but not applicable to this case, for the reason that time and perjury defeated right and justice, and somebody is responsible for it.

EX-GOV. HENRY J. GARDNER ARRIVES IN NEW ORLEANS AND HOLDS AUDIENCE WITH HIS OLD POLITICAL PET, THE ORIGINAL STRIPED FIG.

May 31st brought with it a striped link in the Boston ring, who neither sought nor received any public ovation, his mission being strictly private. No tidal wave preceded the advent of Ex-Gov. Gardner, an occasional sly wink from some shrewd lawyer, and perhaps a fruitless enquiry by an inquistive reporter, was all the demonstration observable at his advent.

It should be remembered that when this great Republican oracle occupied the

gubernatorial chair in Massachusetts, he appointed this Republican Hoodoo, Mansfield, State rum agent, out of which, it is said, he waxed extremely fat, at the unjust expense of a long-suffering people, who protested in vain against the imposition, and for the removal of the miscreant. A fair division of the spoils however was deemed a sufficient answer to the protest of the people, it also fixed the incumbent permanently in his office. His apparent honesty under the immediate eye of the dapper little Governor, doubtless encouraged him to take a large amount of stock in his protégé, at a distance which promised a corresponding return for his outlay, and then too a little freebooting or kleptomania anywhere in the neighborhood of the disloyal was not repugnant to fair dealing in the eyes of loyal Governor Gardner. But Mr. Ames tells us that Mansfield has swindled, aye, that's the word, swindled his old partner out of \$130,000! Cruel Asahel Mansfield, ungrateful A. S. M. how could you do so? Gov. Gardner was no doubt schooled for his mission by "our counsel" before he left Washington, and fixed with a paper pellet to "our other counsel" in New Orleans, with strict injunction to have no communication with me, for the very good reason that I was working in good faith with "our counsel," while "our counsel" was acting in bad faith with me.

The news from New York was startling. The whispering from Washington of what Gov. Gardner was going to do with Mansfield, "if 'twere done," would arouse a sympathy for the devil himself in almost any community, and especially in New Orleans.

First, he had him indicted in New York for obtaining \$40,000, or more, on a false cotton bill of lading, supposed to have been shipped by the brig Ballot-Box, but which

was not. A requisition was on the way from the Governor of New York, borne by a battalion of detectives, and furthermore he had right in his breeches pocket an order from Gen. Grant to the military commander at New Orleans, endorsed by everybody in Washington except Andy Johnson, to bring the body of A. S. Mansfield, whole or in sections to the City of New York to face an indictment for a crime committed in New Orleans. Indeed the doughty Governor appeared in downright earnest and meant business, until he consulted with "our counsel," who informed him that he had been paid a part of that little claim, and the law squinted at such payment as compounding a felony, which placed him in rather an awkward fix to institute a criminal suit in New York, and if he tried it in New Orleans he could not get him arrested! This bit of intelligence started the cobwebs that lingered around the *dura mater* of this Puritan's "globe," which, with the assurance of Mansfield that in about sixty days he would tip him another little *douceur* on account, besides he owned and controlled all the "niggers" in the Legislature, which, with the aid of Oakes Ames, Peter Butler, J. A. Raynor, J. M. Courtney, Amos B. Merrill, and perhaps a few other personal friends, that he intended, inasmuch as that rascally Hall had cheated him out of the United States Senate, to get a Railroad grant which would be more valuable than all the cotton he could steal in forty years! He evidently had that New Orleans, Mobile and Chattanooga Railroad enterprise mapped out in his mind's eye, and well knowing the Governor's insatiate greed for gain, sent him out this prospective glittering bait, which had the shrewdly intended effect, and the rampant Ex-Governor of Massachusetts like the stealthy Arab, folded his tent, and silently stole away.

THE PRETENDED HOSTILITY OF AMES AND MERRILL AGAINST MANSFIELD SIMMERS DOWN AFTER HE HAS PASSED THE LIMITATION RUBICON.

On the 1st of July the United States Court adjourned except to hear motions and bankrupt cases, and I was informed, by Mr. Hughes, one of the Grand Jury that they had not been called together but twice in three weeks. Meantime "our counsel," Stuart, had sent to Boston for blank marine indictments, or they had been sent to him for the purpose of blinding me, and I had been telegraphed to by Merrill to know precisely how far the wrecked vessel was from shore, and if less than three marine leagues, it would be a difficult matter to convict the defendant, and much more fudge of the same kind which was thrown out to deceive me into the belief that everything was being done in good faith. It should be borne in mind that this nonsense was indulged in after he had been in consultation with Capt. McKeige and his mates for two or three weeks, and had them under pay as witnesses for two months or more. In all this time there was no indictment drawn by "our counsel," nor a subpoena served upon a single witness, or the case called before the Grand Jury by the United States District Attorney, Samuel H. Torrey. It was in fact a refusal by the Government officials to take testimony, arrest, or bring to trial the offender, an absolute refusal to protect society against piracy and pirates. When the Grand Jury arose, I arose with it, and according to Merrill's instructions "faced homeward" preparatory to his "fall campaign."

On my return home I called on Mr. Ames at Washington, July 21st, when he informed me that "he had sent Mansfield's letters to Butler, Merrill and Gardner in Boston, and had intimated to E. F. Dewing (Mansfield's tool) that he had better

confer with them about a settlement with Mansfield. He was also very particular in his charge to me that "we must not let up on Mansfield, *that he (Ames) had paid for the Shooting Star*, and if it was possible he intended to punish him for it, and further he desired to see me in Boston as soon as Congress adjourned."

A BRIEF NARRATIVE.

Went to Boston August 7th, called on Peter Butler and there met Oakes Ames and James Butler, Jr. Mr. Merrill was reported as being in St. Louis. Mr. Butler remarked that sickness in his family required his immediate attention, that he had no time to talk now, but desired me to meet him the next Tuesday. Agreeable to request I met Mr. Butler on the 11th at the office of Oakes Ames, and they requested me to remain until the return of Mr. Merrill, who may be at Saratoga in conference with Norton and Stone.

August 22d I again paid my respects to the quibblers, and was told that Merrill had returned but was away again in New Hampshire. Peter Butler was also *non est*.

August 26th found me at Merrill's office when I met Mansfield's other counsel, H. D. Stone. The next day Mr. Butler, Merrill and myself met Mr. Ames at his office, and we looked over some papers in the Shooting Star case. It was there said that Mansfield, through Dewing, wanted to settle, and had written and telegraphed to Peter Butler that he desired to meet them in Canada at the Clifton House for that purpose. Merrill and Butler decided to accept his proposal, and Mr. Butler said that he would telegraph Mansfield at once, that they would meet him as suggested on the 5th of September. It was also alleged that he dare not venture into the State of New York for fear of Gov. Gardner, nor did he feel quite safe in Massachusetts from

me, all of which, as we shall see, was mere pretence.

Sept. 3d, called at Mr. Butler's office and there met Messrs. Ames, Merrill and J. M. Courtney. The former decided to go to Niagara Falls next Monday, and we all agreed not to attempt to do anything with Farnum Plummer until their return.

September 18th I called on Mr. Butler, who said that Mr. Ames went to New York last night. The next day I called upon Mr. Merrill and found Mr. Ames with him. They said that they were then going to Gardner & Bacon's office to meet A. S. Mansfield. The next day I met Mr. Ames in State street and he requested me to call on Gov. Gardner, which I did at once, and reported Mr. Ames' request, when he coldly referred me to Mr. Merrill, who in turn said that he was not Gardner's counsel! They pretended to me that Gardner had detectives in his employ, who were constantly on the track of Mansfield, and if, when he arrived in Boston, he declined to disgorge to the satisfaction of Gov. Gardner, he was to be seized forthwith by his squad of detectives as soon as he reached the New York line, to answer to a then pending indictment in that State. But Mr. Mansfield returned to his old haunts undisturbed by those detectives in buckram, and it is said that the Governor felt aggrieved that he left without giving him that familiar "grip" of fidelity which had become so dear to him in times past.

Not hearing anything from "our counsel" I decided once more to visit modern Athens and see when Merrill's artillery would be ready to move in the "fall campaign," as it was a "duty we owed the law and the public." Therefore on the 6th of November, 1868, I appeared before the Lyncurian Captain armed cap-a-pie, with rapier on thigh, and legal ammunition enough, if

deception and lying was not barred by the statutes, to endanger his own neck with those of his clients. But "his wrinkled front was smoothed, his stern alarms were changed to merry meetings," and instead of "punishing" Mansfield, we find him in collusion with Stone aiding him to avoid the civil law also, and thus through the operation of the bankrupt law, dodge the payment of all his liabilities except to his partners! and according to Mansfield's schedule, the seventeen hundred and fifty thousand dollars, which Butler and Ames claimed, is reduced to two hundred thousand dollars!

Mr. Merrill's campaign had resulted, as was reported, in a close business connection with the very man who a few months before he was pretending to prosecute for piracy! and that too from the Fall of 1868, to the present writing! His mission was to get red of me and the statute of limitation.

The labor of the past though not altogether ripe was apparently approaching fruition. I had them by the heels, and well they knew it. They combined to protect a scoundrel on the one hand, and to defeat myself and the Underwriters on the freight on the other; and through falshood and bad faith have admirably succeeded.

NOVEMBER 7TH, AND LAST DAY WITH THE
HIGH COMMERCIAL CABAL IN BOSTON.

I paid my respects to honest Peter Butler, who as usual knew nothing—referred me to his counsel Merrill, and while there Messrs Ames and Butler called in. Then it was they made the demand for an assignment from me of all my claims against the Boston Underwriters, pretending that they could not settle with Plummer without it, when, be it remembered, Mr. Ames had assured me in Washington four months previous that "he had paid for the ship," and had repeatedly promised me that he never would pay for her unless I was present to assert my

rights. Three years patient toil among those whose varacity, integrity and fair dealing was measured by their wealth, had taught me a lesson, which was as well to remember although as charitable to forget. In order therefore to obtain a settlement, I executed the required assignment and cancelled the agreement for services entered into with Peter Butler, dated, January 9th, 1868, which closed all matters with these parties, except a *pro rata* share verbally agreed upon, of whatever should be obtained out of the assets of Mansfield (now a bankrupt) for the benefit of the Underwriters on the freight. It is proper here to state that the above-mentioned written agreement was promptly fulfilled by Mr. Butler, and I regret that his former agreements were not carried out with the same fidelity and good faith, which no doubt his better judgment would have dictated could he have exercised his own volition. But the dictum of his counsel was most potent, which placed the unfortunate victim between a close-fisted money-monger and a heartless villain.

It will be recollected that Mr. Merrill's celebrated letter to me, dated July 1st, breathed war to the knife "in the Fall." We will examine a little how that Fall campaign was carried on.

Mr. Merrill went to New Orleans in the fall it is true, but instead of advancing in a hostile attitude upon the enemy's works we find him arm-in-arm with the very man he was pretending to prosecute for piracy but a short time before! In short he wared him into surrendering all the assets he could, then allowed him to go into bankruptcy and bought the balance of the assets for the benefit of himself, Oakes Ames, Peter Butler, and subsequently, as I am told, is either his partner or in close social and business relationship with him, and so I found them closeted together at Merrill's office, in Boston, on the 2d of September, 1869. On that

day I applied to Mr. Merrill for a settlement of all our business, when he assured me that nothing had been obtained from Mansfield's assets, and repudiated or denied all previous agreements. I then applied to Mr. Butler for a recognition of our claims for loss on freight. He, as usual, knew nothing—"all is with my attorney," and then shuttle-cocked me back upon Amos B. Merrill.

Thus we present this shuffling, tortuous business for the reflection, admiration or condemnation of honest men. I earnestly hope that in the interest of fair dealing, that these examples of craft will get "Hoist by their own petard," or that I may be yet enabled to "delve one yard below their mines and blow them to the moon."

WHO IS A. S. MANSFIELD?

It is not my purpose to give any extended biographical history of this walking-libel upon humanity, in this publication. A simple sketch of his infamous career is deemed all sufficient to show his capability for concocting just such a scheme of piracy and plunder as the destruction of the Steamer *Shooting Star*. It should be borne in mind that Mr. Mansfield has threatened my life; that he has charged me with instigating a malicious prosecution, and, jointly with a Natic *Pedicles* has villified me openly and secretly ever since I commenced an examination into the cause of the loss of that ship. Aye, has more than once purjured himself to sustain those false accusations, or protect himself against a trial, and thus defeat justice; but again who is A. S. Mansfield?

A. S. Mansfield was found about the year 1820, some where in Worcester County, in the State of Massachusetts. His early history is very obscure. His ruling propensity was first discovered by the little school-boys, who were frequently astonished and disappointed to find their dinner baskets empty, and they obliged to return home

minus their dinner. But their inconvenience was at length remedied by the discovery of the thief and his prompt dismissal from the school.

From this time and circumstance we loose sight of "Asahel" until about the year 1846, when he turned up in a retail dry-goods store in Greenwich Street in New York.

The following year he cropped out in Norwich, Conn., as the proprietor of a first-class dry goods store covered by a first-class insurance in Norwich,—but he was unfortunate. His store burned *down*, and his goods burned *up*, and although the Underwriters believed at the time it was a fraud, they ultimately paid, or compromised the loss, which furnished our hero with some capital, and a fresh lease for mischief. He next figured about Chelsea, and anon he made foot-prints in Australia. We catch a glimpse of him in San Francisco; although his stay there was not protracted, for the reason it is said, that he awoke one murky morning, and discovered the lifeless bodies of Casey and Cora swinging lazily in the wind out of a warehouse loft, with no mourners or spectators except a few birds in sable floating leisurely in the air over the victims, apparently waiting for a feast! Things looked ugly; Mansfield knew his deserts—perjury would not save him! There were no Herrons, Wests, Wellers or Torreys to be manipulated there. No Dewings to manufacture and suborn testimony. In truth, bribery was at a very heavy discount in San Francisco about those days. Moreover, he was not slow to learn the fact that the law abiding citizens had decided that they had no uses for any man who had not a proper appreciation of the just rights of others, or who would close the gates of mercy on mankind for a fee, and Mr. A. S. Mansfield dropped upon the idea in a trice that discretion was something worth courting when one's neck was in danger, conse-

quently he faced eastward toward a more safe and congenial field for his tortuous operations—and Boston is again honored (?) with a distinguished arrival. About this time temperance had struck hands with religion in Massachusetts, and Know-Nothingism was the great feature in politics. A triple alliance was framed up ostensibly for the purpose of annihilating rum, though in reality to convert bummers and hypocrites to the true faith in politics—Know-Nothingism. Here again was an opening for loose minded adventures, and, under the patronage of that prince of Know-Nothings, Henry J. Gardner, Mansfield became a shining light in temperance, if not in religion, and must have been "sound on the goose," or that sagacious statesman and financial trimmer, Gov. Gardner, would never have appointed him to the responsible office of State Liquor Agent. But so it came about, and through this temperance, religious, Know-Nothing, political borax the two traffickers for gain, became fused as one, and not until Mansfield placed his light upon Dorchester heights* did the people cry, shame! The air was filled with rumors, and some had the temerity to charge theft upon this favored dispenser of fusil-oil, while others derisively declared that it was no matter, so he divided fair! These charges might not however have been true, and have been gotten up by some disappointed sore-headed Know-Nothing who was desirous of occupying the place himself, because it afforded such excellent opportunities for stealing, with scarcely a shadow of chance for detection. But, a truce to these little fifty and hundred thousand dollar windfalls. Old Time rolled around and through Southern arrogance, proslavery and state-rights on the one hand, confronted by Northern hypocrisy, high tariffs and "Uncle Tom" on the other, we found ourselves in the year 1861, in a war of no tri-

* Splendid dwelling with cupola known as Mansfield's demijohn.

fling proportions, and we found also that we were unprepared in every essential particular to face the terrible collision. The peace of the Country was broken, society was terribly agitated, men who imagined themselves statemen but a short time before, now stared at each other in mute astonishment, and many of them, instead of looking about to see how best the unity of the nation could be preserved, seemed to direct the little talent they had to robbing the Government at points where they would be the least exposed to punishment for their crimes.

This was the state of affairs when Peter Butler was invited, by A. S. Mansfield, up into the nozzel of his magnificent demijohn* on Dorchester Heights, built upon the profits of a fusil-oil agency, conferred by Gov. Henry Gardner, and there made to believe that if he would join him in business in New Orleans a magnificent fortune awaited them both.

It is stated, upon pretty good authority, that the Devil once offered a very flattering inducement for a Worshiper, such as several kingdoms, which was declined, and here we lose the parallel, for the reason that Satan did not attempt to disguise his real object to secure his victim, as did Mansfield, because while he was corrupting Butler to his base uses, he had the wealthy Oakes Ames in his eye, and knowing the confidential relations existing between them, sought to reach the latter's purse by catering to Butler's cupidity.

As the patridge sitteth on eggs and hatcheth them out, so he that getteth riches and not by right, shall leave them in the midst of his days, and at his end shall be a fool.—*Jeremiah 17: 11.*

At our confidential interview at the United States' Hotel, in Boston, it will be recollected that Mr. Butler assured me that the partnership between him and Mansfield

*Splendid dwelling with cupola known as Mansfield's demijohn.

commenced on \$100,000, and that he sorely regretted having drawn his friend, Mr. Ames, into it, that they had lost a million of dollars or more, that Mr. Ames could stand his share of the loss, but that he himself was ruined entirely, unless Mansfield disgorged a million or two which they were then trying to secure, &c., &c.

The \$100,000 originally invested was through the cunning of Mansfield, soon increased to millions by the clever draft dodge upon Ames, of course upon cotton shipped, *or to be shipped*, until Mr. Oakes Ames became the grand financial plannet around which these *burning* satellites revolved with a rapidity and carelessness which astonished all beholders. They were in fact financial stars—Mansfield, especially, a star of the first magnitude. The "Star Line," numbering four or five large steamers, was set afloat between New York and New Orleans, with A. S. Mansfield as Vice President—all run at the risk of the Company. The following named fleet will give the reader a little idea of the magnitude of the business of this Boston Ring at New Orleans, owned in fact and controlled by A. S. Mansfield & Co.:

Steamer Fashion, J. F. Tucker, Owner.
 One-half Steamer Robert E. Lee, Cannon, Owner.
 One-quarter Steamer Magenta, Cannon, Owner.
 Steamer Glide, Mansfield, Owner.
 One half Brig Ballot Box, Jacob Barker, Owner.
 One-eighth Steamer Grey Eagle, Cannon, Owner.
 One-half Steamer Saratoga, Miss May, which meant Robert Bloomer.
 Steamer Emery, James T. Tucker, Owner.
 Steamer Arizona, A. S. Mansfield, Owner.
 Steamer Ella Wood, E. F. Dewing, Owner.
 Steamer New Music, A. S. Mansfield, Owner.
 One-half Steamer Rob Roy, A. S. Mansfield, Owner.
 Steamer Shooting Star, James Butler, Jr., Owner.

The names of Dewing, Tucker, Barker, and Butler as owners, were all used for a purpose, as we have disclosed in the case of the Shooting Star. Thus it will be seen that their business in commerce was increas-

ed, and had it been conducted upon the principle of "high commercial integrity," we should have never been called upon to investigate a case of shameless fraud and piracy in connection therewith. But all this business was a mere pastime to Mansfield, he sighed for another adventure, and at once decided to inaugurate what he deemed important to the interest of New Orleans, and forthwith the National Insurance Company of New Orleans was launched upon the market, and prepared to take risks on property (except charter money) at the very lowest rates; capital all paid in, and large enough to satisfy the most incredulous of its entire responsibility; and if there were any doubts of its fairness, or ability to pay, the name of J. M. Courtney, as President, ought to be sufficient to quiet all such apprehensions. The history of that institution is too well known in New Orleans already, I shall therefore pass it without further comment. Our hero also paid his respects to the First National Bank in New Orleans, and *Pecavi* was written over its door as a consequence; and a few hundred thousand dollars filched from the Sub-Treasury of the United States was the work of simply signing his name! The old Nantucket "Sandy Hill," "Hoboken Banking and Grazing Company," "Exchange," and "Bank of Commerce,"* Financier, Jacob Barker, is entitled to credit for maintaining himself as long as he did in dealing with this unprincipled wretch, but he too was obliged to succumb, and in his advanced years humble himself before a Bankrupt Court, which, in New Orleans, is not unlike a grave-yard, concealing all that comes, and sits yawning for more!

The fabled Bohun upas tree of Ceylon was not more fatal to animal life than was A. S. Mansfield to financial institutions. Bankers, brokers and individual capitalists

all fell alike at the touch of this unlettered Philistine, while this great, though imbecile Government, through its corrupt agents, allowed itself to be plundered by him in common with the rest, without making a proper effort to punish the outlaw and thus sustain the dignity of the Nation and the rights of the people; and this same great Government has allowed this criminal to walk the streets of New Orleans and snap his fingers at the law for the last five years unmolested, charged as he is, with the foul crime of Piracy! A being who to all intents and purposes, is to the human family what the *Sting Ray* or *Fire Flairie* is to the piscatorial tribe, and which the naturalist has so forcibly and poetically described in the following stanzas:

"Of all the ills that art from nature steals,
That seas produce or earth's dark womb reveals,
None equals that which the Fire-Flairie bears,
No killing wound, no dreaded stroke like theirs;
All nature yields, the dire infection such,
It falls a victim to the poisonous touch!"

It is said that Major Bodfish, after being robbed and ruined by this relentless vampire, determined to ascertain, if possible, to what species he belonged. He had heard of "DuChaillu" the famous African traveler and naturalist, sought him, and requested an examination. DuChaillu was puzzled, but upon a protracted and critical search, after being informed of his characteristics, &c., decided that he was a cross of a Hoodoo* with the Devil and belonged to an emasculated race, that although full of unbridled lust, happily for mankind, do not reproduce their own species, and upon the authority of heathen Mythology, after a thousand years none of them will be longer permitted to imitate humanity by walking around on their hind legs.

This is the man who had the countenance,

* Found in the Mountains of the Moon, Africa, supposed to belong to the Blemmey tribe and capable of swallowing their own heads.

* Barker's pet bogus and broken banks.

ear and purse of such men as the Hon Oakes Ames, Ex-Gov. Henry J. Gardner, Peter Butler, and perhaps other Boston "Fatterels." This is the man that Gen. N. P. Banks delighted to honor, and confer license to steal to the exclusion of outsiders. This is the man, who aided by the capital of the Boston Ring, became a defiant power to the Government itself in the State of Louisiana, and who had the sublime impudence to measure his political strength for a seat in the Senate of the United States!! This is the man who George E. Tyler swears offered him \$10,000 in gold to wreck the steamship Shooting Star.

This is the man who Capt. Edward McKeige swears paid him \$10,000 for wrecking that ship! And this is the man, who, knowing that she was liable at any time to spring a leak, and fearing that the captain would not fulfill his engagement bought through another, and placed on board near the keelson under the hay, fifty barrels of unslacked lime, in order to burn her up should she chance to leak.

"For nothing cans't thou to damnation add
Greater than that!"

"Behold the picture!

To woman, he is what Mithridates was to poison;
Infected with that leprosy of lust

Which taints the hoariest years of vicious man."

We find him in the flush of his success, floating leisurely down the "Father of Waters" upon the steamer Mississippi, passing as a brother of the wife of a miserable toady until their conduct became so disgusting that the ladies formed themselves into a committee and applied to the Captain of the steamer to remove the burly leecher from their cabin at once.

Ah, could that generous Swede, who once hailed the birth of a promising daughter, watched over her cradle in infancy and pillow of sickness, anticipating the time when his beloved Louisa should become an ornament to her sex and a blessing to himself—

"Back to its mansion call the fleeting breath," in Heaven's name what act than this could increase the agony of that fathers' heart? But poor Willetson sleeps! and thus escapes the misery of her degradation and the unfortunate knowledge that he that solemnly covenanted to provide for her in sickness and in health, has, through the subtle cunning of a fiend forfeited his manhood, lost all that is worth living for, became a pimp and caterer to his own disgrace!

"'Tis true, 'tis pity—
Pity 'tis, 'tis true."

I have thus given a brief sketch, not overdrawn, of the representative of the Boston Ring, and Republican Party in New Orleans; Republicans and the Ring may honor him—honest men despise him. He may honor the Republican cause, but he would disgrace any other. His deeds are enough to make the Devil ashamed and "Heaven to weep."

The records of the Bankrupt Court, in New Orleans, verifies the truth of the Prophet Jeremiah, that "As the partridge sitteth on eggs and hatcheth them out, so he that getteth riches and not by right, shall leave them in the midst of his days, and at his end shall be a fool." We will now turn our attention to the ill-fated ship and enquire

WHO IS CAPTAIN EDWARD M'KEIGE?

Captain McKeige was born in Massachusetts about the year 1812, and from his early years followed the sea. He had passed from the most humble, through all the grades, to the highest in his profession. It is sufficient to say, that after a patient search to find his antecedents as a man and a sailor, I found nothing to his discredit in the record up to the time that he entered the service of A. S. Mansfield. That he had not been successful financially after long years of patient toil is true, and equally true that his straight-

tened circumstances rendered him too weak to oppose the cunning and temptations of this rapacious Rook. But I am not his apologist for an admitted act, which the law declares to be a felony.

I may however be permitted to contrast his departure from rectitude, with the diabolical crime of those who concocted the scheme. Captain McKeige as we have seen was not in circumstances to command the recognition and capital of Governors Legislatures and Merchant Princes, or secure special and valuable, if not exclusive privilege from prominent military authority. His lot in life forbade the companionship of such artful schemers, and when the subject of "selling the ship to the reef" was broached to him by Mansfield, he recoiled at the base proposition and only took courage in his weakness, to again listen, after he had consulted with a friend upon the subject.

The origin of the proposition to wreck her came about this wise. McKeige had been running the Steamer to Mobile several trips, and while making one of these voyages, she accidentally ran on to a bar in Mobile bay with a valuable cargo, or freight on board, and, to get her off, it was attended with some difficulty. On his return to New Orleans, Captain McKeige reported to Mr. Mansfield the mishap, and was answered with a peremptory order that if she ever got ashore again to let her remain there! Obey orders if you break owners, is a trite saying among sailors. Captain McKeige however, knew very well that he was not bound to do an illegal act upon the order of any one, but the prompt and remarkable answer led to an inquiry of its meaning. He had been too long in the Department of the Gulf, and in Mansfield's employ, not to have seen vice often enough to "become familiar with its face," and leaving "pity" out of the question, he evidently had not sufficient endurance to withstand the Ten

Thousand Dollar temptation, and so wrecked the ship, and received the stipulated compensation at the hands of the Tempter. This much for the contract.

We will now enquire what was done after the Captain, his two mates and two or three of the crew returned to New Orleans from the wreck. Captain McKeige had prepared his protest, but his mates, Hayes and Wilson, *would not swear to it*. But this little difficulty had been anticipated, Capt. J. M. Courtney was at hand to steer the wrecked mariners to a Notary Public that belonged to Mansfield who executed that important document without administering the oath required by law. Mr. Hayes, the chief-mate, and Mr. Wilson, the second mate, swear that all the Notary Public said to them was: "Is this all right men?" and they all bowed their assent, signed their names or made their cross, retired from the office, separated and went their way. Capt. McKeige returned to Mansfield's office, and on the receipt of five one thousand dollar United States' Legal Tender Notes, and ten five hundred dollar United States' Legal Tender Notes from the hands of A. S. Mansfield, it being the stipulated amount previously agreed upon between them, for the service of destroying the ship—did then and there, on the 9th day of September, 1865, deliver to Mansfield this same bogus protest, along with the bogus Log-Book, and the same day departed by steamer for New York with the wages of bribery and iniquity belted about his body.

Thus it will be observed that Capt. McKeige settled the whole business with Mansfield, and after Charles W. Lewis had performed his part thus far in the felony, he had no further business with McKeige.

CHARLES W. LEWIS AND HIS EIGHT THOUSAND DOLLAR CHARTER.

Charles W. Lewis was said to be a wandering English Jew and Adventurer, who,

like many others visited New Orleans to "get gain." Of his antecedents I know nothing, and shall therefore confine my remarks to his agency or connection with A. S. Mansfield in the Shooting Star swindle.

It is generally conceded that the United States Government during the war paid about as much, without saying more, for the charter of old "Tubs" as did individuals. Capt. Perkins also told us that he chartered the Shooting Star of Mansfield for the Government to go to Brazos, St. Jago and return, at the rate of \$250, per day; that she was 23 days in making the trip; and privately remarked to me that he considered it fortunate that she ever returned at all. A few figures will show that the whole amount paid was less than \$6,000. But Charles W. Lewis was a man of enlarged ambition, a fawning pauper, therefore could agree to pay \$8,000 for a similar service.

Now reader I will try, (and I hope without overtaxing your patience,) to show how this bit of thimble-rigging was worked. We will suppose that Lewis fathered the charter at \$8,000, for the benefit of Mansfield, and for his share be entitled to all that he could swindle out of Insurance companies upon a "stuffed" freight. The former through his tools worked industriously to get the charter money insured, but failed. The latter was more successful in his role. Numerous boxes said to contain valuable stationery, barrels and kegs supposed to contain whiskey, with just hay, lumber, &c., to season the whole and make it appear like a fair and honest transaction. Bills of purchase of goods and their account, were made up, dray receipts for packages, to all appearances were correct, the invoice exhibited a value of \$30,000 or more, and the Underwriters, or their agent, were invited to take the risk on \$20,000, when in fact the entire shipment was not worth that many hundred. Was the fifty barrels of lime shipped by

Mansfield insured? No. Did it appear upon the manifest, or anywhere else, except under the hay and lumber in the ship's hold? No. Did the agents, Holdridge & Paxton, of the Home of New Haven and the Metropolitan of New York know of this lime being on board when they took the risk for some \$13,000? No. Did George A. Fosdick know of this diabolical intent, when he as agent of the Home Insurance Co., of New York, insured \$8,000 more? Of course not. That little innocent venture belonged to Mr. Mansfield—and of course Charles W. Lewis knew nothing about it, and as he had things "fixed" for himself and his "Pal" did not care. As my principals have been swindled out of some twenty thousand dollars or more, by this act of piracy, on the freight, Mr. Lewis will excuse me if I am a little inquisitive, Why did he refuse to take passengers, on the ship? I answer, because they would have been dangerous witnesses to her willful destruction. Why did he assign the claim against the Home Insurance Company of New York to Jacob Barker? Because his master, Mansfield, demanded it. Why did he not settle with Captain McKeige after the ship was wrecked? Because he had nothing to settle, had performed his part in the swindle, except to prove his loss, and that he was an innocent party. This was an easy matter, because he already had the bogus bills of purchase, and an affidavit of his *innocence sworn* to before Mansfield's Notary Public, answered the second requirement, upon which, the Underwriters paid and were plundered.

It is well to observe that soon after this piece of legerdemain was concluded, Mr. Charles W. Lewis deemed it advisable to leave the country, perhaps for a little recreation, where the air was not so filled with damaging rumors to his reputation, and less danger incurred from impertinent officers of

the law. He chose London, England, for his temporary abode, and there we will leave him, at least for the present, to enjoy the pittance wrung from Mansfield for the dangerous service rendered, in the partnership felony.

ONCE MORE TO THE BREACH—THE HONORABLE
OAKES AMES SHOWS HIS HAND AND RETIRES.

Being unable to find the amendment which Mr. Ames advised me of in his letter of June 22d, 1868, I wrote him on the 29th of January, 1870, inquiring if the act had been passed, and if so, when? To which I received the following reply :

WASHINGTON, Feb. 4, 1870.

WM. M. HALL, ESQ., *Dear Sir* :—Yours of the 29th of January is at hand, saying you cannot find the law extending time to punish criminal offences. The old law was two years. We got it made five years, which gives us a year from next July to haul up the Saint. I enclose you a copy of the law as passed. I hope we will be able to get Justice done to all parties, and that I may be able to find some of the money I have been swindled out of by these rascals.

Yours truly, OAKES AMES.

Mr. Ames was mistaken in the "old law" which was three years instead of "two" and gave us only to the 25th of July next to "haul up the Saint."

This letter seemed to breathe a desire to prosecute Mansfield the "Saint," and although I had been frequently deceived by every man whom I had come in contact with, that belonged to this infamous ring, I still indulged in a hope that Mr. Ames had sufficient self-respect to make one manly effort to punish "Saints," since he had found them to be "rascals," and thus relieve himself, as far as possible, from an association that was festered with crime.

With this comforting delusion I went to Washington, and on the 9th of February, 1870, sought and obtained an interview with Mr. Ames who received me with his usual courtesy, and remarked that there was a gentleman then waiting for him, and request-

ed that I would "call up to the House" during the day.

I called as requested, and we made an appointment to meet at the Attorney General's office the next morning at 10 o'clock A.M. We met and interviewed the Attorney General upon the prospect of getting a pirate arrested. He very briefly informed us that he had great confidence in P. H. Morgan, the United States' District Attorney at New Orleans, and suggested that I should write to him upon the subject. I then and there parted with Mr. Ames, with the understanding that I should write to Mr. Morgan upon the subject, *and that the part taken in the matter by Mr. Ames should be kept secret from Mr. Merrill*, and it was further understood that I should prosecute in the interest of the Underwriters on the freight, which, I suppose he thought, would not expose any one in Boston, who was, interested in the hull of the Shooting Star, and that he would help me on the outside. I wrote at once to Mr. Morgan at New Orleans and made known to him my wishes, stated to him that I was familiar with the whole case, had the witnesses at hand, and, although it was not a job that was at all desirable, I would consent to serve the Government upon the same terms that Merchants and Underwriters paid me for similar service; that my principals had already expended a large sum to procure testimony, &c., all of which had been thrown away.

February 28th, I received the following letter in reply :

OFFICE U. S. ATTORNEY, }
New Orleans. Feb'y, 1, 1870. }

SIR :—I am in receipt of your letter from Washington City of the 18th instant, and your letter from Stamford of the 15th. A Grand Jury is now in session. It is composed of such men as would without difficulty find an indictment against any one whom they were made to believe had violated the law.

If the parties for whom you appear to be acting, will appear before them, I do not doubt that the Jury will do all in their power to bring them to justice,

and I shall assist them as much as I can. I am not authorized by law, or have any instructions from the Treasury Department to employ counsel in any case in which the Government is, or may be interested.

Yours respectfully, P. H. MORGAN,
WM. M. HALL, Stamford, Conn. U. S. Att'y.

On receipt of the above I immediately wrote to Mr. Ames (March 1st,) and enclosed a copy of Mr. Morgan's letter, with a request that he would see the Secretary of the Treasury and request him to appoint me to assist Mr. Morgan in the prosecution, as my principals declined to advance any more money, at least until they had some assurance that the Government would prosecute the "rascals" in earnest. After waiting a suitable time for a reply, I again, on the 13th of March, addressed a note to Mr. Ames enquiring whether or not he had received my letter of the 1st instant.

From my last two letters I received no reply from Mr. Ames, but on the 9th of May following I met him at the Astor House, when the subject of prosecuting Mansfield was introduced, at the same time Mr. Ames declared that he had never received my last two letters. He desired to know about what would be the expense of the prosecution. I replied that I could not tell, that he ought to know as well as myself, from what it had already cost in our abortive attempt to even get him arrested in New Orleans.

He then took from his pocket-book a long account of the items of those expenses, furnished by Mr. Merrill and Butler, which he thought was pretty heavy, and some of which he thought he ought not to pay, but said that he had paid or would pay them, as Butler had nothing to pay with.

He desired to know how I got along with my proposed publication of the case. I told him that it was all ready, but if we prosecuted Mansfield it might not be deemed wise to publish it at all, because that course would vindicate me before the three com-

panies, that had insured and paid on the freight, would bring all the guilty parties in the swindle to the surface, and thus the crime would be sufficiently ventilated through the public press, and justice satisfied.

He reiterated the desire to punish Mansfield, and again promised to aid me in the case. I promised to send him, at Washington, a copy of my manuscript "Bribery and Piracy," stating that I had written from a stand-point that he either *did* or *did not* understand, but that his future action in the premises would decide me whether he understood it or not. We separated, and on the 11th of May I sent him, by Adams' Express, the manuscript, and the following day advised him by letter. I wrote him again on the 18th, and stated to him that the cost of prosecuting Mansfield would be either \$10,000, or about that amount. I also said to him that some alterations in the manuscript, which he should suggest, might be made, or (as I had before told him) in case of prosecution, if it were thought advisable, would dispense with the publication altogether. I also advised him that if he sent a check (without naming any amount) to please draw it to the order of E. Allen Hall, as the understanding was, both in Washington and New York, to keep the matter of his "outside aid" strictly private.

Since the Astor House chat, on the 9th of May, and the transmission of God's truth to him, on the 11th, the Hon. Oakes Ames remained silent until the 27th, when, after putting me to the trouble and expense of a trip to Washington, I again met him at the Astor House, New York.

He said that he had read my manuscript, that much of it was not true, and the whole of it was calculated to give a false impression, made them all out pirates, and looked to him like "black-mail!" But, still, if I would go on and punish him he would pay

liberally. I replied to him that I had got about enough of Boston liberality, and the charge of "black-mail" would be carefully laid aside for future use, along with the same charge made, at the outset of the business, by his sainted friend, Mansfield. This is a very convenient and almost invariable refuge for rogues in high places, when overtaken in their iniquity. I indignantly hurl back the charge upon a man whose capital has set up this Satanic Saint in Louisiana, who has been charged with robbing "Fed" and "Confed" alike. Was it black-mail upon a tax-ridden people to rob them of a cargo of \$350,000 worth of cotton *à la* Rob Roy, upon a worthless bond? Was it black mail to exercise all the influence which a high political position confers, for the removal of the United States' Treasury agent at New Orleans, B. F. Flanders, an honest man who could not be bribed or otherwise corrupted by this pattern "Saint" of the Ring, to make room for some blatant tool who would close his eyes for a fee, and thus allow these mammon vampires to suck out the life-blood of the Nation? Was it black mail to rob the Sub-Treasury at New Orleans of hundreds of thousands of dollars by this "Saint" for the benefit of himself and his "loyal" Republican friends in Boston?

Was it black-mail for this same anointed Saint to dragoon Charles W. Lewis into his service to rob the "Home" of New York, the "Home" of New Haven, and "Metropolitan" Insurance Companies of New York out of twenty-five or thirty thousand dollars?

Was it black-mail for this God-forsaken wretch, who was set up in business on a good and loyal Republican's capital, to insure a ship for four or five times her value, and then pay her captain ten thousand dollars to wreck her for the benefit of Oakes Ames? And I, forsooth, am charged with "black-mail" for simply seeking right and

justice for the innocent, and a fair trial and punishment for the guilty.

Out upon such an abominable and transparent falsehood. But Mr. Plummer has told us that they are all honorable men! They may be, according to his standard, but in my poor judgment, (and I say it with all becoming reverence,) should it please God to remove them from this earth together, the standard of truth and upright dealing would be raised among mankind at least thirty per cent.

But enough of this.

I have toiled nearly four years in pursuit of justice and the rights of all, during which time I have traveled thirty thousand miles or more, have succeeded in working a miracle for the "Ten Wise Men" in recovering that which was lost, for which I have never received one cent or their poor thanks nor courteous recognition, though, through their injustice have succeeded admirably in arraying against me all parties in the swindle. Trickery and bad-faith have marked the course of every man belonging to the Ring, or the Underwriters upon the freight would have long ago been indemnified for their loss.

But it is said that time brings all things even, let us hope that in this case, it will bring all things right.

Three of those named in the title page are no more. The genial and generous Stuart, the subtle Stone and obscure Madden have gone where "sits a Judge that no Ring can corrupt," and there let their merit and their frailties rest.

GOOD REPUBLICAN PIRATES NOT AMENABLE TO
THE LAW.

Since this flourish of indignation by Mr. Ames against the "Saints and Rascals" of the ring, one would suppose that there was a fair share of sincerity to be expected from a man whom Mr. Plummer has told us "is

a model of honesty and fair dealing" but as circumstances alter, cases themselves alter, and the Honorable Oakes Ames is no exception to the rule, as the reader has no doubt already discovered.

The immunity enjoyed by this delectable ring, through corrupt and corrupted officials, has produced its fruits. The brig William, the brig Ballot-Box, the steamer Adelide and the brig Coulson at New Orleans are still fresh in the memory of those who took risks upon them, which enables the victims to measure with a tolerable degree of certainty the value of a Government, into the treasury of which the Underwriters of the country pay millions of dollars annually!

Are they not then entitled to some consideration for the outlay? Is the law no longer any protection to the community, but a shield for criminals? Upon the authority of the New York Herald "there cannot be any thing more dangerous to the liberties of this Republic than contempt for its laws." That good old patriot James Madison has told us, that no Government any more than an individual, will long be respected without being respectable. President Grant is reported to have said to the association of School Superintendents, that he thought that the success of Republican Institutions depended on the education and the enlightenment of the people, and might have added, when properly directed. But I declare that an independant and pure judiciary is the firmest bulwark of freedom.

The Underwriters of the country are compelled to charge about 40 per cent. extra upon all policies issued as a measure of protection against piracy and arson, crimes which are almost impossible to prove, hence it will be seen that every honest trader that is insured is taxed, and therefore directly interested in punishing the guilty when detected. But it seems that Insurance Companies under the present corrupt Judge and

Jury system have no standing in court, for the reason that they scarcely ever obtain a verdict in civil suits, and the Government neglects or refuses to prosecute in criminal ones, because as we are told by Mr. Torrey, "the Government has got no interest in it." The old master has told us that "Thieves for their robbery have authority, when judges steal themselves." Corruption stalks abroad in the land; men of integrity enquire of each other with a countenance denoting terror, where are we drifting to? The old paths of rectitude are entirely obliterated and the Temple of Justice is overthrown and rendered useless to all, except those who are favored with money or political influence. The whole business of political life seems to be reduced to the question of—"HOW MUCH?" How long before we shall be flayed alive, or subjected to some other Puritan outrage for daring to write the truth? "At what ease might *corrupt* minds procure knaves as *corrupt* to swear against you." And this is our case to-day. It is the Puritan against the Quaker. It is the honest effort to bring criminals to justice and if possible to arouse the present Administration to a sense of duty, and the people to a sense of their danger. There is neither safety nor protection for any community without the prompt and honest execution of wholesome laws.

The responsibility of this Government is greater than all other Governments upon the Globe, for the reason that *it was once and ought now to be* an asylum for the oppressed throughout the world, the last the only spot on earth left for mankind to enjoy liberty and equal rights.

If the names of Washington, Warren, Marion, or Montgomery have been rendered immortal by their efforts to secure us and our children this priceless boon of freedom, the names of those men who shall succeed in bringing us back to that judicial purity,

and fraternity which once characterized us as a people and a nation, should be written in letters of ever enduring diamonds and appended by angels in the Temple of the ever living God! The sum of their benevolence would be exceeded only by Him who came down from Heaven for man's redemption!

pray for the Administration, Republicanism, and what remains of the Government.

Reader, I have done my duty, the rogues are yet unpunished, the Ring remains intact, and nothing short of the honest and high poised arm of those in authority can punish the one or break the other. Will they do it?

General Grant, at his earliest convenience, will please summon the Massachusetts delegation together, and if those in authority persist in throwing obstacles in the way of punishing pirates, because any of them, or their friends, live in a glass house, it would be well for all to put on sack-cloth—and go

The question of the hour then, is, must we continue to "bear the ills we have" with the certainty of being overtaken with greater calamities hereafter, or apply the proper remedies now, and thereby secure the future respect, prosperity and perpetuity of the Nation?

FINIS.

ERATA.

On page 9, "built in 1864," should read built in 1863.

On page 10, read illusory instead of "illusionary."

On page 12, read August 16, 1866, instead of "August 16, 1865."

On page 19, read Norwich, Conn., in 1847, instead of "in 1857."

On page 19, read 13th of September, 1866, instead of "13th of Sept. 1856."

THE HOME INSURANCE COMPANY OF NEW YORK, THE METROPOLITAN INSURANCE COMPANY OF NEW YORK, AND THE HOME INSURANCE COMPANY OF NEW HAVEN, CONN., are institutions that justly enjoy the confidence of the public; and no doubt for the following reasons:

FIRST.—They are believed to be solvent beyond a question.

SECOND.—They are conducted by men of long experience and great ability.

THIRD.—They are managed upon "old times' principles," when honesty was the rule and not the exception.

FOURTH.—They are prompt in the settlement of all just losses.

FIFTH.—They will not compound felony, 'neither will they shield rogues because they are rich, nor cheat their agents who happen to be poor; therefore, they are entitled to success. May they enjoy it.

All of which is respectfully submitted.

WM. M. HALL.