

called at my office and found me not in, and had left on my desk a written communication to me as follows :

“ Called to see if anything new. Send me word if you want my man.

(Signed,)

E. W.”

The reference in this communication to “ my man ” was that if the said clerk in the employ of John G. Moore & Company got the original document wanted, in order that it might be returned to its place as speedily as possible after being taken, he would send to me, at any hour that I should notify him, his stenographer, who could take a quick copy thereof. Mr. Wiman expressed himself as especially anxious for the copy of the contract, and begged me to send him word to his place of business as soon as I ascertained whether the clerk in John G. Moore & Company's office could get it. During the following two or three days Mr. Wiman called at my office a couple of times, I think, and found me not in, and on Wednesday, the 12th of October, 1881, called and found me in, and said that he had revised the letter for Mr. Lord to send to George W. Ballou, and that the lawyers had re-revised it, and it had been very much modified, but that it would make a very fine paragraph for the newspapers, and that as soon as it had been sent to Mr. Ballou it would be sent over the country by the Associated Press. He then stated that it would be necessary, if possible, to obtain the copy of said contract before the following Saturday (the 5th of October), as Mr. Lord's assessment then called for would be due on that day, and if not paid he would be in default, and then urged me to offer the said clerk in John G. Moore & Company's office a larger sum than that already made if he could, previous to Saturday, obtain the said contract.

Mr. Wiman then left, and the evening of this day I sent him a note asking him to call at my office between 3.30 and four o'clock the next day (Thursday, October 13th), when I believed the said clerk would have a copy of the contract ready. At the hour of four o'clock, P. M., on said following day a gentleman came to my office, and handed me the personal printed card of Mr. Wiman, on the back of which was written in Mr. Wiman's handwriting as follows :

“ DEAR PLUMB: This is my phonographer. I cannot get to you until 4:30. Do what you can with him. He is safe.

(Signed)

E. W.”

I told Mr. Wiman's phonographer his services would not be needed, and he left my office. At 4:30 P. M. (a half hour later) Mr. Wiman came in, and I stated to him that the copy of the contract was nearly ready, and that I could get it, I thought, for \$150, the first sum he had offered as above, when he took out of his pocket and gave to me three U. S. legal tender notes, each of the denomination of \$50, and numbered, respectively, as follows: E 321, 772, series of 1874; Y 49,067, series of 1869, and E 175,733, series of 1874, to be turned over to me as from him to said clerk in the employ of John G. Moore & Company, whose name was Henry G. Fearing. Mr. Wiman then, also in fulfillment of his previous promise, sat down and in my presence penned a letter as follows :

“ NEW YORK, Oct. 13th, 1881.

“ HY. G. FEARING: Mr. Plumb says it may be necessary for you to change your location and may want employment. As I understand you are