

FEDERAL BUREAU OF INVESTIGATION

HUEY P. LONG

PART 6 OF 7

FILE NUMBER: 62-32509
SECTIONS: 11 THRU 12

62-32509

Section

11

Federal Bureau of Investigation

U. S. Department of Justice

DALLAS, TEXAS

August 23, 1939

Director
Federal Bureau of Investigation
Washington, D. C.

Dear Sir:

During the afternoon of August 21st Mr. TOM MANION, 1627 Poplar, Dallas, Texas, no telephone, called at the Dallas Office. He informed me that he had a case of very grave importance to report. The Bureau will recall that TOM MANION is a former Deputy Sheriff of Dallas County, Texas, who was convicted and sent to the penitentiary in connection with the escape of HARVEY BAILEY, notorious kidnaper.

When MANION called at the office he first inquired of me as to whether I had seen FREEMAN BURFORD lately. I informed MANION that I had seen Mr. BURFORD on the sidewalk in front of the Tower Petroleum Building within an hour of the time of his (MANION'S) call. It may be noted that Mr. FREEMAN BURFORD was recently indicted in New Orleans, Louisiana, with Ex-Governor RICHARD LECHE and Mr. SEYMOUR WEISS for violation of the Connally Hot Oil Act. Mr. BURFORD, during the past week, was released on a writ of habeas corpus by United States District Judge T. W. DAVIDSON.

MANION then went on to inform me that he had received information which had come to him "straight" to the effect that on Friday, August 18, 1939, some kidnapers had kidnaped FREEMAN BURFORD while he was under the influence of liquor at Dallas, Texas, and had taken him to the Roosevelt Hotel in Shreveport, Louisiana, where they held him during Saturday and Sunday, August 19th and 20, 1939, for a ransom of \$10,000 with a threat that they would turn him over to the United States Attorney for prosecution if that money was not forthcoming. MANION stated that he could not advise me as to the source of his information because if he did so he would violate a confidence. He did advise, however, that it came to him from a source that was looking for someone to go over to Shreveport to cause the release of Mr. BURFORD. He indicated that in all probability the \$10,000 ransom had been paid. I informed Mr. MANION that I would check into the matter.

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COPIES DESTROYED DATE:

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Substantive

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DIRECTOR
Dallas # 7-0

8/23/39

During the afternoon I got in touch with Mr. DILLARD ESTES, of the law firm of CHIZUM and ESTES, 1303 Tower Petroleum Building, Dallas, Texas. Mr. ESTES is a close friend of Mr. BURFORD, as well as his attorney. I advised Mr. ESTES of the information which had been received at this office without disclosing the source, and informed him that he, Mr. ESTES, might be able to definitely advise as to whether Mr. BURFORD had been absent from Dallas during the period in question. Mr. ESTES stated that the information furnished this office was fantastic to the extreme, and that he, Mr. ESTES, had been with Mr. BURFORD almost continually during the period in question except at night when they slept at their respective homes. Mr. ESTES stated that if I so desired he could furnish me with a detailed statement of all the movements of Mr. BURFORD during that period.

The above is being made a matter of record, and is submitted to the Bureau for its information.

Very truly yours



E. E. CONROY
Special Agent in Charge

EEC:MH
7-0-
cc New Orleans

**Federal Bureau of Investigation
United States Department of Justice**

New Orleans, Louisiana
August 24, 1939

2M

Director
Federal Bureau of Investigation
Washington, D. C.

Re: SHIRLEY G. WIMBERLY;
INFORMATION CONCERNING.

Dear Sir:

Attached hereto are three copies of excerpts of the speech of SHIRLEY G. WIMBERLY given over Radio Station WDSU, New Orleans, Louisiana, August 22, 1939, the excerpts being taken by means of an Ediphone and a transcript made therefrom.

The excerpts taken from the speech of WIMBERLY pertain particularly to O. JOHN ROGGE, Chief of the Criminal Division of the Department of Justice.

Very truly yours,

B. E. Sackett
B. E. SACKETT,
Special Agent in Charge.

CWD
PMH
Enc.
62-987

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&
INDEXED.

62-32509-270
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
ent

Following are excerpts from the speech of SHIRLEY G. WIMBERLY, given over Radio Station WDSU, New Orleans, August 22, 1939, at 9:20 PM. This was taken by means of an ediphone and the following is the transcript therefrom:

...from investigating graft and corruption in Louisiana, and they knew in their vicious and corrupt hearts, that was not my purpose. They knew that I am just as much interested in clean Government in Louisiana as they pretend to be. The only thing I ever objected to about O. JOHN ROGGE was his very obvious disposition to play to the press in this State, and the only reason I objected and do still object, was because I refuse to stand idly by and see ROGGE help these newspapers to create the impression throughout the world at large that because some of Louisiana's public figures have been indicted and charged with the commission of crime in this State, that decency and honesty do not reside here at all, and that Louisiana is a gangster-land where a man can't even exercise his right of free speech, without of being in danger of being taken for a ride. And I say that's not so. I say a man can speak his mind in this State, without any fear at all, and I say that because I've spoken my mind all over this State, many times without ever being bothered by the people of any locality, whether they agreed with my views or not and lord knows, sometimes they didn't. They've always given me a fair hearing, and I say further, that when ROGGE had his picture taken by these newspapers, with a letter containing bullets and a death threat which he says he received, he was actuated by face motives and was playing to the grandstand of public opinion. Does my time run out at 10:15?

There never was a prosecutor of public officials, ladies and gentlemen, in this world, who has not at some time or another, during his official life, received a so-called death threat from a crank. If you don't believe me my friends, just pick up your telephone tomorrow morning and ask District Attorney CHARLES A. BYRNE or Chief of Detectives JOHN GROSCH if I'm telling you the truth. And ask them if they have ever published such a letter if they got one. Ask them why they haven't, and I'll bet you they'll tell you it was because they realize that it would hurt the reputation and credit of this city and State to publish a thing like that. Why, I've gotten threatening letters. I've gotten hundreds of letters threatening my life - I've gotten letters, I've gotten messages since this little series of speeches started, and anytime I get one of them I crumple it up and throw it in the waste basket where it deserves to be, because it's from some crazy crank that has no intention of killing anyhow.

A man don't warn you when he's going to kill you, he goes ahead and bumps you off.

Why the other day these newspapers carried a picture of ROGGE in his shirt sleeves in a melodramatic pose saying "This fight will be carried on to the end". Why man you look like a character out of Horatio Alger in that pose. What fight? Who's fighting you? You've caught some people and you say they're crooks, and you had them indicted, you get some more and you'll have them indicted - so what? Go ahead and try them. Then if a jury after hearing the evidence says they're guilty, put them in jail where they belong. Who's fighting you? You're supported by all the prestige and power of the United States of America, and you even have the United States Army and Navy to fight at your side, if it should become necessary. You think people of Louisiana are crazy? Do you think they'd want to fight Uncle Sam? What the people of Louisiana insist on is that you function under the American Constitution of 1789 and not under a Constitution drafted for you by the Times Picayune and the Boston Club of New Orleans. Conform to the dignity and tradition of your high office and stop letting these newspapers make you ridiculous. You're down here on serious business MR. ROGGE, and that affects the welfare of an entire sovereign State, and if you comport yourself with dignity and honor when your duties are over, you will leave here with the gratitude, respect and admiration of Louisiana's people. But if you will not so comport yourself, and you continue to permit yourself to be entrapped by the newspapers into an unsound and unjustified position, such as the one at Opelousas when you sent those G-Men over there to do plain police duty, mere police duty, when you knew or should have known that the Constitution, or rather the Supreme Court of the United States said you got no business to do that.

I say if you don't leave off that sort of stuff you're going to leave Louisiana's people but one alternative, and that is, to demand of Attorney General FRANK MURPHY that you either confine yourself to the performance of your official duties, or that you be replaced by someone who will. You should know by this time that you are being exploited by a group of people who were repudiated by an overwhelming majority of Louisiana's citizens fifteen years ago. Not one of these people who are trying to use you for their own selfish purpose could get a letter of recommendation from any decent and honest citizen of this State for the humblest public position in Louisiana.

So MR. ROGGE, again let me appeal to you. Stop misadvertising Louisiana to the world. Make a careful and searching investigation of the violation of Federal laws in this state and vigorously prosecute all defendants. And if you convict 'em and send 'em to jail all decent people in Louisiana will thank you. But take off the costume of Don Quixote and stock attacking windmills and bugaboos when there's an opportunity for you to perform a real service to Louisiana and her people. Throughout these

United States you could find thousands of honest, capable, level-headed young attorneys who would gladly seize the opportunity you have to win win the legal eminence that such a situation as this one afford. Don't throw away the opportunity which these other young men would so eagerly grasp. Don't sacrifice what might... Keep your eye on the ball MR. ROGGE and give Louisiana an investigation and not a three ring circus, so the newspapers can scandalize our fair State in the eyes of the world. That's all I ask of you and that's little...

1308 Mascaie Temple Building,
New Orleans, Louisiana,
August 21, 1939

Substantial Detention

Honorable Hans A. Viosca,
United States Attorney,
New Orleans, Louisiana

Dear Sir:

RE: LOUISIANA STATE OFFICIALS -
Information Concerning

In accordance with past procedure, there is being forwarded to you herewith a letter received by this office from a woman who signs her name as ARTIE HART, which letter was mailed from Baton Rouge, Louisiana. This individual refers to a previous communication she addressed to this office. However, a review of the files in this office does not reflect that she has written previously and does not reflect any interview with her husband.

Very truly yours,

B. E. SACKETT,
Special Agent in Charge

Enclosure

CWD:sh
cc Bureau

Spec. Agent

RECEIVED
AUG 21 1939

FEDERAL BUREAU OF INVESTIGATION
AUG 21 1939
U. S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
COMMUNICATIONS SECTION

AUG 21 1939

TELETYPE

- Mr. Tolson
- Mr. Nathan
- Mr. E. A. Tamm
- Mr. Clegg
- Mr. Coffey
- Mr. Egan
- Mr. Glavin
- Mr. Crowl
- Mr. Harbo
- Mr. Lester
- Mr. Lawler
- Mr. Nichols
- Mr. Rosen
- Mr. Sears
- Mr. Quinn Tamm
- Mr. Tracy
- Miss Gandy

Handwritten signature: S. H. Snyder

FBI NEW ORLEANS 8-21-39 5--15 PM WH

DIRECTOR

LOUISIANA STATE OFFICIALS INFORMATION CONCERNING. FEDERAL GRAND JURY TODAY RECESSED SUBJECT TO CALL. ASSISTANT ATTORNEY GENERAL ROGGE DOES NOT INTEND TO CALL GRAND JURY INTO SESSION FOR AT LEAST TWO OR THREE WEEKS. JAMES MONROE SMITH WILL BE ARRAIGNED ON INCOME TAX INDICTMENT THIS FRIDAY AND IS EXPECTED TO PLEAD GUILTY. FREEMAN BURFORD OIL MAGNATE AT DALLAS TEXAS AND HIS ATTORNEY HAVE BEEN IN COMMUNICATION WITH ROGGE AND INDICATIONS ARE THAT BURFORD MIGHT VOLUNTARILY COME TO NEW ORLEANS FOR PURPOSE OF BEING ARRAIGNED ON HOT OIL INDICTMENT. NOTHING DEFINITE ON THIS AS YET. ROGGE IS LEAVING AT TEN FIFTEEN TONIGHT FOR WASHINGTON BY AIRPLANE AND EXPECTS TO RETURN HERE THIS THURSDAY. ROGGE TODAY INFORMED NEWSPAPER REPRESENTATIVES HE WAS DISCONTINUING HIS PRESS CONFERENCES AND THAT THERE WOULD BE NO NEWS UNTIL THE TRIAL OF THE BIENVILLE HOTEL MAIL FRAUD CASE SCHEDULED TO COMMENCE SEPTEMBER FIFTH.

SACKETT

END

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62-32509-261

FEDERAL BUREAU OF INVESTIGATION

AUG 21 1939

U. S. DEPARTMENT OF JUSTICE

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Political situation

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Federal Bureau of Investigation
United States Department of Justice

New Orleans, Louisiana
August 22, 1939

Director,
Federal Bureau of Investigation,
Washington, D. C.

Dear Sir:

RE: ABRAHAM L. SHUSHAN, HENRY J. MILLER,
ROBERT J. NEWMAN, NORVIN TRENT HARRIS, JR.,
H. W. WAGUESPACK;
Mail Fraud
RECORDED & INDEXED

62-32509-269

On August 15, 1939, Assistant United States Attorney General O. JOHN ROGGE requested an Agent (Accountant) be made available to Special Assistant Attorney General HAROLD ROSENWALD for the purpose of assisting him in the phase of the above-entitled case relating to the refunding of Orleans Levee Board bonds by the brokerage firm of NEWMAN & HARRIS of New Orleans.

For the information of the Bureau, on July 10, 1936, the firm of NEWMAN & HARRIS & COMPANY secured a contract from the Orleans Levee Board to refund five outstanding callable 5% bond issues of that board totaling in principal \$5,485,000.00, with maturities running to 1975, and for which services under the contract the brokerage house was to receive 25% of the savings effected to the Levee Board. The maturities on outstanding issues were re-arranged, shortening them considerably, and a lower interest rate obtained for the refunded issues, which rate by a certain average amounted to 3.87%, according to ROBERT J. NEWMAN of the firm of NEWMAN, HARRIS & COMPANY. The savings, as computed by the brokerage house, on the \$1,985,863.42 was computed as the difference in the amount of the interest to be paid under the old schedule of maturities and that payable under the new schedule prepared by the brokerage firm, less adjustments for premiums paid on calling the old issues and that received on the sale on new issues, also including other adjustments for forfeitures of stipulated maturities made by the brokerage firm. Of the commission received by NEWMAN, HARRIS & COMPANY, 50%, less certain deductions for expenses, was paid to ABRAHAM SHUSHAN, a former president of the Levee Board who had resigned in 1935 after an indictment against him for violation of Federal income tax evasion statutes. SHUSHAN is also a notorious political character in the City of New Orleans and the State of Louisiana. The amount received by SHUSHAN was approximately \$200,000.00. Of this amount, about one third, as was learned by the United States Attorney's office, was paid to two other individuals. Of this amount, approximately \$15,000.00 was paid to HENRY J. MILLER, an accountant, and approximately \$45,000.00 was paid to H. W. WAGUESPACK, who was at the time of the payment a member of the Levee Board.

To the Director, 8/22/59

NEWMAN and HARRIS disclaimed any knowledge of the split of the part of the fee paid to SHUSHAN and claimed to have paid SHUSHAN under an agreement with him to furnish them information as to how the contract could be obtained legally, although SHUSHAN is neither lawyer, accountant, or bond expert.

Special Agent (A) NELSON PERRY conferred with Special Assistant to the Attorney General HAROLD ROSENWALD and ROBERT J. NEWMAN, and also conferred with Assistant Attorney General O. JOHN ROGGE, Special Assistant to the Attorney General HAROLD ROSENWALD, United States Attorney RENE VIOSCA, ROBERT J. NEWMAN, NORVIN TRENT HARRIS, JR., and E. E. TALBOT, Attorney for NEWMAN and HARRIS. Agent PERRY also attended a private conference with Special Assistant to the Attorney General HAROLD ROSENWALD, and another conference with Special Assistant to the Attorney General HAROLD ROSENWALD, L. L. MOAK, ROBERT J. NEWMAN, NORVIN TRENT HARRIS, JR., and E. E. TALBOT. L. L. MOAK is employed as a clerk at the Bureau of Governmental Research of New Orleans, Louisiana, a civic organization organized to act as a fact-finding body in the interests of better civic government in New Orleans. L. L. MOAK and other members of that bureau have made a study of the Newman, Harris & Company-Orleans Levee Board transaction, and had prepared a report, a copy of which has been furnished for the file of the New Orleans Office, which report reached the conclusion that the savings effected by the brokerage firm to the Levee Board were considerably less than that computed by the brokerage firm and that, therefore, the commission received was excessive to the extent of the difference in the result of the calculations of the brokerage firm, and the Bureau of Governmental Research.

The basis for computation used by MOAK was to apply the old interest rate to the new schedule of maturities and computing the difference between that amount of interest and the amount of interest payable under the new rate on the new schedule of maturities. He said he had also computed present values on a compound interest rate of 2% of the differences in expenditures required each year to make principal and interest payments under the old and new schedules of bond maturities, and the result of this computation is said to be the savings to the Board, based on the present value of money, which savings amounted to considerably less than that as computed by the brokerage firm.

The Bureau of Governmental Research concluded in its report that the methods employed by it were the actual savings to the

To the Director, 8/22/39

Board under the basis of their computations, and the result of their computations in which the difference in interest to be paid by the Board on the refunded issues by applying the old and new rate to the new schedule of maturities amounted to \$698,088.42, as compared with the \$1,985,863.42 on which the commission was paid to the brokerage firm.

Agent PERRY attended these conferences only in an advisory capacity to the Government's attorneys and declined to furnish any opinion as to the accepted or proper basis for computing the savings effected by the refunding of the Levee Board bond issues, taking the position that such a matter was within the specialized field of bond experts, theorized upon the basis from which to determine the true savings on the refunding transaction. He did, however, furnish suggestions to the Government's attorneys as to different bases that could be employed in computing the savings, and advised them that he was qualified to make computations on the bases suggested.

Due to the fact that Special Assistant to the Attorney General HAROLD ROSENWALD desired that the facts representing the savings to the Levee Board on the refunding of its bonds be presented to the grand jury on August 17, 1939, and the file had not been made available to Agent PERRY, the computations as suggested by Agent PERRY could not be performed within the time required. MR. ROSENWALD, therefore, decided to use for presentation to the grand jury the testimony of L. L. MOAK and indicated that he would not at this time require further assistance of Agent PERRY, since the indictments were expected to be returned by August 18, 1939.

Very truly yours,



B. E. SACKETT,
Special Agent in Charge

NP:sh

Federal Bureau of Investigation
United States Department of Justice

New Orleans, La.
Aug. 23, 1939.

Director,
Federal Bureau of Investigation,
Washington, D. C.

Re: HILARY J. GAUDIN;
INFORMATION CONCERNING.

Dear Sir:

The details of the investigation conducted in the above matter are set out in report of Special Agent S. M. WOLF, New Orleans, dated July 27, 1939.

To bring this matter up to date for the information of the Bureau, I may advise that the Attorney General left it up to the U. S. Attorney, RENE A. VIOSCA, as to whether the resignation of GAUDIN should be asked for. MR. VIOSCA considered asking for GAUDIN'S resignation, at which time GAUDIN vigorously protested and begged that he be allowed to remain in office, at least until the present inquiries are over, since if he would resign at the present time he would ruin his legal career in New Orleans.

MR. VIOSCA agreed to GAUDIN'S request, but asked that he have nothing to do with the investigation into the political situation in New Orleans and Louisiana, and should not acquaint himself with any of the details thereof. Since that time GAUDIN has been coming around the U. S. Attorney's office but has taken no active part in the work connected with the current investigations.

On August 21, 1939, Assistant Attorney General ROGGE and MR. VIOSCA advised me that they were that day going to instruct GAUDIN to stay away from the U. S. Attorney's office entirely, and take all the annual leave he is entitled to in order that he will not be in a position to be around the office and to learn any of the information developed by the investigations being conducted or the plans of the prosecuting officials.

This is the present status of the matter, and if there are any further developments I will of course advise the Bureau in the premises.

RECORDED & INDEXED

Very truly yours,

B. E. Sackett
B. E. Sackett,
Special Agent in Charge

BES:WH
62-983

62-32509-2
FEDERAL BUREAU OF INVESTIGATION
AUG 26 1939
U. S. DEPARTMENT OF JUSTICE

RECORDED

62-32509-267 September 12, 1939

ACH:MK

Special Agent in Charge
New Orleans, Louisiana

Dear Sir:

There are inclosed herewith photostatic copies of the following communications:

Letter dated August 29, 1939, addressed to the Attorney General by A. Hazard Perry, Vice-Chairman, Red River Parish Democratic Executive Committee, and its inclosures (clippings).

Letter dated August 23, 1939, addressed to the Director by Frank H. Spuhler, 1107 North 33rd Street, Camden, New Jersey, and its inclosure.

The Bureau desires that one copy of each of these be furnished to United States Attorney Rene A. Viocea.

Very truly yours,
For the Director

Harold Nathan
Assistant Director

- Mr. Tolson
- Mr. Nathan
- Mr. E. A. Tamm
- Mr. Clegg
- Mr. Coffey
- Mr. Crowl
- Mr. Hawsey
- Mr. Egan
- Mr. Foxworth
- Mr. Glavin
- Mr. Harbo
- Mr. Quinn Tamm
- Mr. Tracy
- Miss Gandy

ENCLOSURE BEHIND FILE
Inclosure

COMMUNICATIONS SECTION
MAILED
★ SEP 12 1939 ★
P.M.
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

RECEIVED
SEP 12 1939

Handwritten initials

Bureau File

INSURANCE COMPANY OF NORTH AMERICA
FRANK H. SPÜHLER
AGENT
1107 N. 33rd St.
895 N. 30TH STREET
CAMDEN, N. J.



*Mr. J. Edgar Hoover
Federal Bureau of Investigation
Dept. of Justice
Washington D.C.*

1107 33 Street
Camden N.J.
8/23/39

Mr. J. Edgar Hoover
Dept. of Justice F.B.I.

Dear Sir:

The enclosed part of a Sat.-Eve. Post
Editorial discloses that K. K. Kennedy is the
real name of the Louisiana person who
paid tax settlements

RECORDED
&
INDEXED

62 32509-26
FEDERAL BUREAU OF INVESTIGATION
AUG 25 1939
U. S. DEPARTMENT OF JUSTICE
TWO

It is legal to negotiate tax settle-
ments but who kept the fat fees and ex-
pense accounts the Jewish lawyer charged
the individual tank car owners, and were
these fees reported on income tax returns?
I do not think Louisiana got these fees but
rather that this lawyer got a certain per-
centage and the rest went to the Long
treasury. This is my guess because of
the furtive attitude this lawyer had.
In reading the latest reports regarding

Louisiana

At Home
not 9/1/39

trust you succeed in cleaning out that
smelly mess down there.

Please do not bother acknowledging
this letter.

Yours truly

Frank J. Spuhler

RECEIVED
JUN 10 1969
FEDERAL BUREAU OF
INVESTIGATION, U.S.
DEPARTMENT OF JUSTICE

THE SATURDAY EVENING POST



REG. U. S. PAT. OFF.

FOUNDED A. D. 1728

GEORGE HORACE LORIMER
Editor 1899 to 1937

PUBLISHED EVERY SATURDAY BY
THE CURTIS PUBLISHING COMPANY
INDEPENDENCE SQUARE
PHILADELPHIA, PENNSYLVANIA, U. S. A.
WESLEY WINANS STOUT, EDITOR

*W. NEALL, E. N. BRANDT, RICHARD THRUENSEN,
N SOMMERS, J. BRYAN, III, STUART ROSE,
ALAN R. JACKSON, Associate Editors*

*W. THORNTON MARTIN, Art Editor
L. B. KRITCHER, Associate Art Editor*

PHILADELPHIA, AUGUST 26, 1939

The Man Who Understood Huey

IN 1930 a law student at Louisiana State University published a magazine obscenely libeling members of the faculty. A detective hired by the president of the school identified one K. K. Kennedy, a Huey Long acolyte, as the editor. Kennedy was sentenced to a year in jail.

Long pardoned him at once, but when he tried to force President Atkinson and Dean Tullis to give Kennedy his final examinations, both refused. Long got rid of both. Kennedy now is an attorney for the Tax Commission at Baton Rouge.

James Monroe Smith then was a dean at Southwestern Louisiana Institute. He had been a country schoolteacher, a high school and a normal school teacher in succession, taking his master's and doctor's degrees at Columbia. Long never had heard of him. But Huey, seeking a man "with a hide as tough as an elephant's," made Doctor Smith head of Louisi-

RECORDED

JRH:HQB

62-32509-266 August 19, 1939

80 X
A

MEMORANDUM FOR THE ATTORNEY GENERAL

I am attaching hereto a copy of a teletype just received by me from the Agent in Charge in Louisiana, which I think fully confirms the fears which I have had relative to the excessive publicity that has been indulged in in connection with the Louisiana matter.

Respectfully,

John Edgar Hoover
Director

Inclosure

- Mr. Tolson _____
- Mr. Nathan _____
- Mr. E. A. Tamm _____
- Mr. Clegg _____
- Mr. Coffey _____
- Mr. Crowl _____
- Mr. Egan _____
- Mr. Foxworth _____
- Mr. Glavin _____
- Mr. Harbo _____
- Mr. Lester _____
- Mr. McIntire _____
- Mr. Nichols _____
- Mr. Q. Tamm _____
- Mr. Tracy _____
- Miss Gandy _____

sent 8/19

COMMUNICATIONS SECTION
MAILED
AUG 20 1939
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

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DECODED COPY

FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
COMMUNICATIONS SECTION

AUG 19 1939

TELETYPE

Mr. Tolson	.....
Mr. Nathan	.....
Mr. E. A. Tamm	.....
Mr. Clegg	.....
Mr. Coffey	.....
Mr. Egan	.....
Mr. Glavin	.....
Mr. Crowl	.....
Mr. Harbo	.....
Mr. Lester	.....
Mr. Lawler	.....
Mr. Nichols	.....
Mr. Rosen	.....
Mr. Sears	.....
Mr. Quinn Tamm	.....
Mr. Tracy	.....
Miss Gandy	.....

FBI NEW ORLEANS 8-19-39 12-03 PM WH

DIRECTOR

RECORDED & INDEXED

62-32509-266

LOUISIANA STATE OFFICIALS INFORMATION CONCERNING ASSISTANT

AUG 22 1939

ATTORNEY GENERAL ROGGE RETURNED TO NEW ORLEANS LATE LAST NIGHT. FEDERAL GRAND JURY, PURSUANT HIS REQUEST, WITHHELD RETURNING INDICTMENTS YESTERDAY AND RECESSED UNTIL MONDAY. INDICTMENTS TO BE RETURNED MONDAY, AFTER WHICH GRAND JURY WILL RECESS FOR TWO WEEKS. FEDERAL JUDGE BORAH SPOKE TO ROGGE AND USA VIOSCA WARNING THEM AGAINST FURTHER UNDESIRABLE PUBLICITY, VENTURING AN OPINION THAT IF CONTINUED IT WOULD BE IMPOSSIBLE TO OBTAIN AN IMPARTIAL JURY AND EVEN IF CONVICTIONS WERE OBTAINED THERE WOULD BE GOOD GROUNDS FOR REVERSAL DUE TO THE PUBLICITY. I ALSO HAPPEN TO KNOW THAT CLARK SALMON MANAGING EDITOR OF THE ITEM TRIBUNE NEWSPAPER EARLIER THIS WEEK ALSO CAUTIONED ROGGE AGAINST CONTINUANCE OF PERSONAL PUBLICITY. USA VIOSCA TODAY INFORMED ME THAT THE FEDERAL GRAND JURY YESTERDAY OFFICIALLY CENSORED ROGGE FOR ADVISING NEWSPAPER MEN THE SUBSTANCE OF INDICTMENTS BEFORE THEY WERE RETURNED AND THAT THIS MORNING THE FOREMAN OF THE GRAND JURY EXPRESSED THE BODYS VIEWS ORALLY TO ROGGE. USA VIOSCA ADVISES ME THAT SPECIAL ASSISTANT TO ATTORNEY GENERAL HAROLD ROSENWALD HAS APPARENTLY TAKEN A PERSONAL INTEREST IN THE PROPOSED

U. S. DEPARTMENT OF JUSTICE
TAMM *Col* TWO *del*

MAIL FRAUD
COPIES DESTROYED
170 SEP 17 1961

*Copy sent to A. G., a.m.,
at Narragansett, R. I. 8-19-39*

PAGE TWO

CASE INVOLVING ~~NEWMAN~~ AND ~~HARRIS~~ COMPANY, BROKERS, AND THE NEW ORLEANS LEVEE BOARD MEMBERS. HE WENT TO HARVARD WITH A BROTHER OF ROBERT ~~NEWMAN~~, A PROPOSED DEFENDANT, AND ACCORDING TO VIOSCA HAS CONFERRED WITH ~~NEWMAN~~ AND HIS ATTORNEY AND HAS ASKED FOR A DELAY IN HAVING THE INDICTMENT AGAINST THEM RETURNED, HAS PERMITTED ~~NEWMAN~~ AND HARRIS AND THEIR ATTORNEY TO APPEAR BEFORE THE FEDERAL GRAND JURY AND HAS ALSO GONE OVER THE GOVERNMENTS CASE WITH ~~NEWMAN~~ AND HARRIS AND THEIR ATTORNEY AT NIGHT. VIOSCA DOES NOT BELIEVE ~~ROSENWALD~~ IS ACTING IN BAD FAITH BUT DOES THINK HE IS USING EXTREMELY BAD JUDGMENT IN HIS EFFORTS TO PREVENT ~~NEWMAN~~ AND HARRIS FROM BEING INDICTED, PROBABLY AS A RESULT OF HIS FRIENDSHIP WITH ~~NEWMANS~~ BROTHERS.

AT YESTERDAYS HEARING IN DALLAS, AFTER ~~FREEMAN~~ ~~BURFORD~~ WHOSE REMOVAL WAS BEING SOUGHT TO LOUISIANA ON THE ~~HOT OIL~~ INDICTMENT, WAS DISMISSED FROM FEDERAL CUSTODY BY FEDERAL JUDGE T WHITFIELD DAVIDSON WHO REFUSED TO ORDER HIS REMOVAL, ROGGE WAS QUOTED IN THE PRESS AS HAVING STATED THAT HE WOULD AGAIN TRY TO REMOVE ~~BURFORD~~ TO LOUISIANA SHOULD ~~BURFORD~~ LEAVE THE NORTHERN DISTRICT OF TEXAS. THIS MORNING ROGGE ASKED ~~ME~~ WHETHER OUR BUREAU WOULD PLACE A SURVEILLANCE ON ~~BURFORD~~ SO THAT HE COULD BE APPREHENDED IN THE

PAGE THREE

EVENT HE LEFT THE NORTHERN DISTRICT OF TEXAS. I TOLD MR ROGGE THAT HIS STATEMENT TO THE NEWSPAPERS IN DALLAS OF HIS INTENTIONS WOULD UNDOUBTEDLY SERVE AS A WARNING TO KEEP BURFORD WITHIN THE NORTHERN DISTRICT OF TEXAS AND FURTHERMORE, SINCE THE INDICTMENT INVOLVED ONLY A VIOLATION OF THE CONNALLY ACT WHICH IS NOT WITHIN OUR INVESTIGATIVE JURISDICTION, THE FBI ^{COULD} TAKE NO ACTION IN CONNECTION WITH KEEPING BURFORD UNDER SURVEILLANCE TO EFFECT HIS APPREHENSION SHOULD HE LEAVE THE NORTHERN DISTRICT OF TEXAS. I SUGGESTED THAT HE MAKE ^{HIS} ~~HIS~~ REQUEST OF THE INVESTIGATIVE AGENCY WHICH INVESTIGATED THE SUBSTANTIVE CASE. HE IS SENDING CERTIFIED COPIES OF INDICTMENT TO SHREVEPORT LOUISIANA AND LITTLE ROCK ARKANSAS FOR AVILABILITY IN TE EVENT BURFORD SHOULD APPEAR IN THOSE DISTRICTS. I AM TAKING NO ACTION WHATEVER RELATIVE TO BURFORD IN VIEW OF FACTS STATED ABOVE UNLESS YOU INSTRUCT TO CONTRARY. ROGGE THIS MORNING, ACORDING TO USA VIOSCA, TOLD HIS PRESS CONFERENCE TO LEAVE HIM IN THE BACKGROUND AS MUCH AS POSSIBLE BECAUSE HE WAS BEING CRITICIZED FROM ALL SIDES FOR HIS PAST PUBLICITY. ROGGES SPIRITS ARE VERY LOW THIS MORNING.

SACKETT

END

OK FBI WASHINGTON CDC GDH

JOHN EDGAR HOOVER
DIRECTOR

Federal Bureau of Investigation
United States Department of Justice
Washington, D. C.

August 22, 1939

EAT:LCJ

Time: 2:25 P.M.

MEMORANDUM FOR THE FILE

Mr. Stanley Carroll of the International News Service called and stated that Mr. Hearst has sent one of the foremost woman writers, Inez Robb, to Louisiana to report on the situation there. He stated that Miss Robb is a personal friend of the Attorney General, and had tried to contact him before going to Louisiana in order that he might tell her whom she might contact there and advise those people from whom she might obtain information that she could be trusted. He requested that if possible arrangements be made so that she could be directed to the right people to talk with.

Mr. Carroll stated that he is going to have a man at Mr. Rogge's press conference this afternoon, and that this man will explain the situation to Mr. Rogge. Mr. Carroll inquired if there is anyone in charge of the investigation who could give her the background of the case.

I advised Mr. Carroll that the Bureau is conducting only a small part of the investigation in this matter, and that the work is divided up between several governmental agencies. However, I told Mr. Carroll that I would present the matter to the Director and would get his opinion on it.

I called Carroll and Sobel this.

EAT 9/2/39

E. A. Tamm
RECORDED
INDEXED

62-32-1265
AUG 23 1939
U.S. DEPARTMENT OF JUSTICE
RECEIVED

**Federal Bureau of Investigation
United States Department of Justice**

**Washington, D. C.
August 22, 1939**

EAT:TEB

Time 7 p. m.

MEMORANDUM FOR THE FILE

I called Stanley Carroll of the Inter-
national News Service and told him I had dis-
cussed with the Director the matter of Inez Robb,
reporter for the Hearst Newspapers, going to New
Orleans to cover the Louisiana situation. I
told him the Director said the only person Robb
should contact is O. John Rogge.

I told Stanley Carroll I had checked
discreetly and found that Rogge intends to return
to New Orleans on Thursday.

Mr. Carroll stated he had someone at
Rogge's press conference today and this person
explained the matter to Rogge at which time he
promised to give her every cooperation. Mr.
Mulcahy is also going to speak to Mr. Rogge and
explain the matter further and in the meantime
Mr. Mulcahy intends to inquire of the Attorney
General whether Robb is satisfactory as far as he
is concerned.

E. A. TAMM

*Louisiana
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3
7*
Crime 6. 1. 1. 1.

RECORDED
&
INDEXED

62-2241-264
AUG 23 1939
U. S. DEPARTMENT OF JUSTICE

OFFICE OF DIRECTOR
 FEDERAL BUREAU OF INVESTIGATION
 UNITED STATES DEPARTMENT OF JUSTICE

Mr. Tolson _____
 Mr. Nathan _____
 Mr. E. A. Tamm _____
 Mr. Clegg _____
 Mr. Coffey _____
 Mr. Egan _____
 Mr. Glavin _____
 Mr. Crowl _____
 Mr. Harbo _____
 Mr. Lawler _____
 Mr. Lester _____
 Mr. Nichols _____
 Mr. Rosen _____
 Mr. Sears _____
 Mr. Q. Tamm _____
 Mr. Tracy _____
 Mr. Schildecker _____
 Miss Gandy _____

Record of Telephone Call or Visitor.

August 21st 1939.

Time 3:53 p.m.

Name Mr. Fair/Hardin tele
locally

Referred to _____

Details:

Stated he has corresponded with the Director relative to the Louisiana Situation and is now in the city for a few days to talk with someone relative to this. The call was transferred to Mr. Rosen.

Mr. Rosen advises that he is checking the files on this, that Mr. Hardin has brought various documents from Louisiana with him which he wants the Bureau Laboratory to examine, and Mr. Rosen states he is submitting a memo immediately on this. -cd

RECORDED & INDEXED

8/22/39

Hardin checked out

early this morning

no further action. R

62-32 263

AUG 23

U.S. DEPARTMENT OF JUSTICE

Federal Bureau of Investigation
United States Department of Justice
Washington, D. C.
August 21, 1939

AR:TEB

Time 3:50 p. m.

Car
MEMORANDUM FOR MR. E. A. TAMM

Mr. J. Fair Harden, Assistant Attorney General of the Nineteenth District of Louisiana, called and stated he had written Mr. Hoover requesting the services of a handwriting expert in connection with the Louisiana situation. He stated Mr. Hoover had replied by letter inquiring how long the handwriting expert would be needed. Mr. Harden stated he wrote Mr. Hoover last Tuesday explaining as nearly as possible how long the expert would be needed. He stated that as he was now in Washington perhaps he could get Mr. Hoover's decision and thus save time.

I told Mr. Harden I would check into this matter and thereafter advise him. He stated he was staying at the Washington Hotel, Room 626.

Respectfully,

A. Rosen

A. ROSEN

After checking the files, I find that there is an outgoing letter dated August 17, 1939, which apparently Mr. Hardin has not received. This letter states that it is the Bureau's policy not to make examinations of technical evidence which has already been examined by other experts for it seems an unnecessary duplication of efforts. I will advise Mr. Hardin of this.

RECORDED
&
INDEXED

62-52507-263
FEDERAL BUREAU OF INVESTIGATION
AUG 23 1939
W.H.H.

Federal Bureau of Investigation
United States Department of Justice
New Orleans, La.
Aug. 21, 1939.

Director,
Federal Bureau of Investigation,
Washington, D. C.

Re: LOUISIANA STATE OFFICIALS;
INFORMATION CONCERNING.

Dear Sir:

Attached hereto are copies of indictments returned by the Federal Grand Jury at New Orleans, one against ABRAHAM L. SHUSHAN, HERBERT W. WAGUESPACE, HENRY J. MILLER, ROBERT J. NEWMAN and NORVIN T. HARRIS, JR., on August 21, 1939, charging violation of the mail fraud statutes and two against GEORGE CALDWELL, on August 14, 1939, for violation of the mail fraud statutes.

Very truly yours,

B. E. Sackett

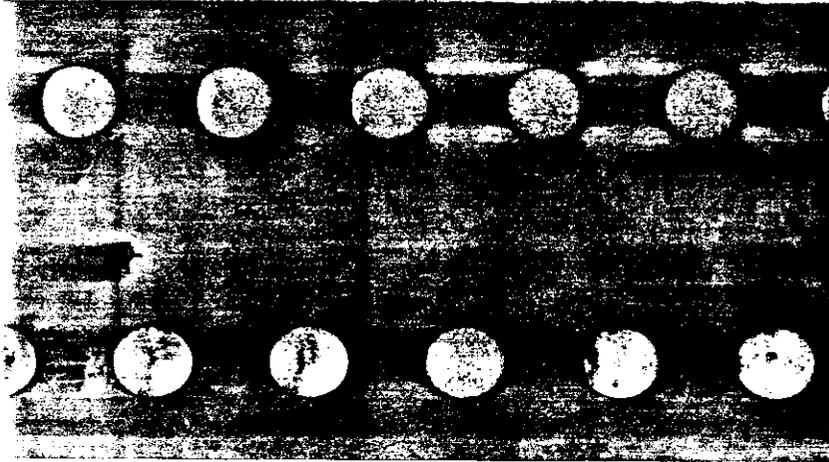
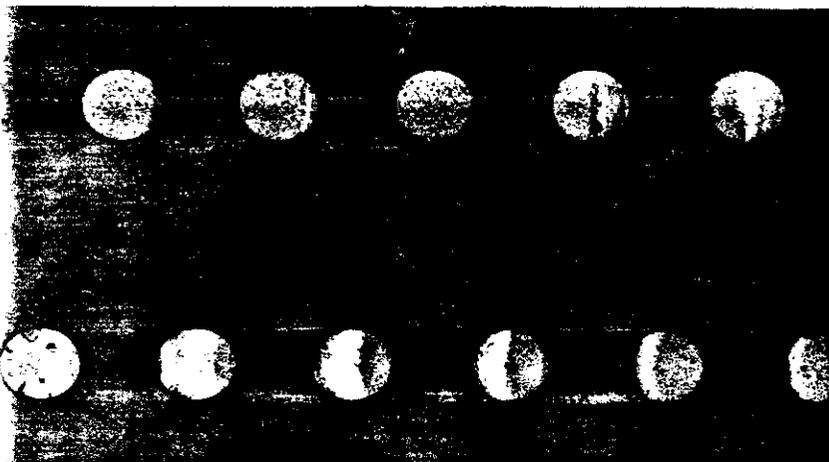
B. E. Sackett,
Special Agent in Charge.

BES:WH
62-978

ENCLOSURE ATTACHED

RECORDED
&
INDEXED

62-37511-26
FEDERAL BUREAU OF INVESTIGATION
AUG 22 1939
U. S. DEPARTMENT OF JUSTICE



DIVISION OF INVESTIGATION
FROM: UNIT #1

1934.

TO: Director
Mr. Nathan
Mr. Tolson
Mr. Edwards
Unit Two

Unit Four

Unit Five

Files Section
Personnel Files
Equipment Section
Chief Clerk's Office

Identification Unit
Statistical Section
Technical Laboratory

SUPERVISORS

Mr. Deaderick Mr. McKee
Mr. Joseph Mr. Newby
Mr. Listerman Mr. Richmond
Mr. Lott Mr. Smith
Mr. Lowdon

Miss Gandy
Mrs. Kelley
Washington Field Office
Stenographic Pool
Secretary
Correct
Re-write
Re-date
See me
Send file

*These photos pertain
to New Orleans situation
in Huey Long etc.*

62-32509

E. A. TAMM

UNITED STATES OF AMERICA
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

In the District Court of the United States in and for the
Eastern District of Louisiana, New Orleans Division, at the MAY term
thereof, A. D., 1936.

The Grand Jurors of the United States, duly empanelled, sworn
and charged at the term aforesaid, of the said court, do hereby return
present and charge:

That one ABRAHAM L. SHENKMAN, one EDWARD V. SHENKMAN, one
HENRY J. WILLIS, one ROBERT J. SHENKMAN, and one EDWIN V. SHENKMAN, JR., whose
full names are to your Grand Jurors otherwise unknown, hereinafter called
defendants, in the New Orleans Division of the Eastern District of Louisiana,
and within the jurisdiction of this Court, on or about the 1st day of
January, 1936, the exact date being to your Grand Jurors unknown, and con-
tinuously thereafter until the date of this indictment, having unlawfully,
wilfully, knowingly and fraudulently, at New Orleans, Louisiana, and other
places to your Grand Jurors unknown, devised and intended to devise a scheme
and artifice to defraud, and for obtaining money and property by means of
false and fraudulent pretenses, representations and promises, from the Board
of Levee Commissioners of the Orleans Levee District, and the taxpayers of
the City of New Orleans and the State of Louisiana, and diverse other persons
to your Grand Jurors unknown, which scheme and artifice to defraud was to
be effected by the use and means of the United States Post Office establish-
ment, in furtherance of said scheme and artifice to defraud, all deposit and
issue to be deposited in an authorized depository for mail matter for
mailing and delivery, and knowingly caused to be delivered by mail by the
Post Office establishment of the United States, according to the direction
thereon, divers and sundry letters, checks, and receipts, which said scheme
and artifice to defraud was in substance as follows:

That the said Board of Levee Commissioners of the Orleans Levee
District was and is an agency of the State of Louisiana; that the said
ABRAHAM L. SHENKMAN, defendant herein, was then lately a member of and presi-

267-23

28

Cent of the said Board of Levee Commissioners of the Orleans Levee District; that the said HERBERT W. BOWENBACH, defendant herein, was a member of the said Board of Levee Commissioners of the Orleans Levee District, and Chairman of its Finance Committee; that the defendants, ROBERT J. HERMAN and MERVIN T. HARRIS, JR., were and are engaged in the investment, bond and securities business under the trade name of Herman, Harris & Company; that the defendant, HENRY F. HILLER, was and is a certified public accountant; that the said Board of Levee Commissioners of the Orleans Levee District had outstanding its bonds as follows, to-wit:

\$1,000,000 par value of Refunding Bonds dated July 1, 1930;

\$24,000 par value of Improvement Bonds dated July 1, 1930;

1,125,000 par value of Refunding Bonds dated November 1, 1932;

\$50,000 par value of Refunding Bonds dated September 1, 1933;

2,200,000 par value 4-3/4% Improvement Bonds dated April 1, 1937;

that the defendants herein would devise and arrange a plan for refunding the said outstanding bonds of the said Board of Levee Commissioners of the Orleans Levee District, which plan would be proposed to the said Board of Levee Commissioners of the Orleans Levee District by the defendants, ROBERT J. HERMAN and MERVIN T. HARRIS, JR., and which plan would include provisions for the payment of certain fees to the said ROBERT J. HERMAN and MERVIN T. HARRIS, JR.; that the defendant, ROBERT J. HERMAN, on behalf of himself and of the other defendants, would appear before the said Board of Levee Commissioners of the Orleans Levee District at a meeting of said Board, and would present and propose the said plan as being the plan of his firm, Herman, Harris & Company, and the said ROBERT J. HERMAN would state to the said Board of Levee Commissioners of the Orleans Levee District that the said plan had been presented to Richard C. Leche, then Governor of the State of Louisiana, and that the said plan had the approval of the said Richard C. Leche; that the defendant, HERBERT W. BOWENBACH, on behalf of himself and of the other defendants, would corruptly, unduly and ignorantly urge and influence the members of the said Board of Levee Commissioners of the Orleans Levee District to accept

the said plan and to employ the defendant, ROBERT J. HENSON, and the defendant, HARVIN T. HARKIS, JR., to assist the said Board of Levee Commissioners of the Orleans Levee District in giving effect to such refunding plan; that the defendant, ABRAHAM L. OMBRESAN, then lately the President of the said Board of Levee Commissioners of the Orleans Levee District and an associate of some of the other members thereof, on behalf of himself and of the other defendants, would secretly, slyly and surreptitiously use his influence with the said members of the Board and with Richard W. Levee, then Governor of the State of Louisiana, for the purpose of obtaining their approval of the said plan and the employment of the defendant, ROBERT J. HENSON, and the defendant, HARVIN T. HARKIS, JR., as aforesaid; that on a result of the representations, pretenses and claims made by the defendants herein, the Board of Levee Commissioners of the Orleans Levee District would approve the said proposed plan for refunding of the aforesaid then outstanding bond issues of the said Board of Levee Commissioners of the Orleans Levee District and would enter into a contract with the defendants, ROBERT J. HENSON and HARVIN T. HARKIS, JR., which contract would provide that as compensation for their services in effecting the said refunding plan, the said ROBERT J. HENSON and the said HARVIN T. HARKIS, JR., would be paid 2% of the savings to be effected through lowering the interest rates of the said outstanding bonds of the said Board of Levee Commissioners of the Orleans Levee District; that it was a part of said scheme and artifice to defraud that the defendants would unlawfully, corruptly, immorally and illegally influence the action of the said Board of Levee Commissioners of the Orleans Levee District and one of its members, the defendant, HERBERT W. BACHMANN, on the said proposed refunding plan by secretly and surreptitiously paying and causing to be paid to the said HERBERT W. BACHMANN, defendant, a certain portion of the fees which the defendants, ROBERT J. HENSON and HARVIN T. HARKIS, JR., would receive from the Board of Levee Commissioners of the Orleans Levee District for effecting the said refunding plan, as aforesaid, which payment he, the defendant, HERBERT W. BACHMANN, would conceal from the other members of the said Board;

That it was also a part of the said scheme and artifice to defraud that the defendant, ABRAHAM L. BISHOP, would receive a substantial portion of the fees to be paid the said defendants, ROBERT J. NEWSON and HARVIN E. HARRIS, JR., by the said Board of Levee Commissioners of the Orleans Levee District as aforesaid, and that this payment would also be concealed from the members of the said Board;

That it was also a part of the said scheme and artifice to defraud that the defendants would corruptly, illegally and unlawfully pay and cause to be paid sums of money amounting in the aggregate to \$18,240.00 as a bribe to one Charles Fitter, an employee in the office of the Board of Levee Commissioners of the Orleans Levee District, who would act as a spy and informer, and who would corruptly and illegally reveal to the defendants confidential information concerning competitors of the said ROBERT J. NEWSON and HARVIN E. HARRIS, JR.; that it was also a part of said scheme and artifice to defraud that the defendants would charge the Board of Levee Commissioners of the Orleans Levee District an exorbitant and excessive fee, far beyond the value of any services actually rendered by any of the said defendants; that in calculating the fee alleged to be due the defendants, ROBERT J. NEWSON and HARVIN E. HARRIS, JR., by the said Board of Levee Commissioners of the Orleans Levee District, the said defendants would charge the said Board of Levee Commissioners of the Orleans Levee District 8% of monies not in fact saved to the said Board of Levee Commissioners of the Orleans Levee District by virtue of the refunding of its said bonds; that on a saving of approximately \$725,000.00 in interest to the said Board of Levee Commissioners of the Orleans Levee District the said defendants would render, and cause to be rendered, bills for their services, which bills would aggregate approximately \$408,000.00; that after the payment of bribes to the said Charles Fitter, as aforesaid, and other payments in connection with the said refunding plan, the said defendants herein would divide among themselves the sum of approximately \$398,820.01; that solely for the purpose of effecting the distribution of the said sum of \$398,820.01, the defendants, ABRAHAM L. BISHOP, HENRY J. MILLER, ROBERT J. NEWSON and HARVIN E. HARRIS, JR., would form a partnership; that of said sum of

\$500,000.00 the defendant, ABRAHAM S. WISMAN would receive 25-1/2%, or \$125,000.00; that the defendants, ROBERT J. HENSON and WALTER T. HARRIS, JR., would each receive 25%, or \$100,000.00 each, and the defendant, HENRY F. MILLER would receive 15-1/2%, or \$75,000.00; that solely for the purpose of effecting the surreptitious and secret payment to the defendant, HERBERT W. WAGUESPACK, of his share of the said fees, the defendant, HENRY F. MILLER and the defendant, HERBERT W. WAGUESPACK, would form a partnership, and of the said sum of \$25,000.00 received by him, the defendant, HENRY F. MILLER, would pay to the defendant, HERBERT W. WAGUESPACK, 70%, or \$17,500.00, and would retain the balance of \$7,500.00; that all of the defendants herein agreed among themselves that they would lend their mutual aid and assistance in securing from the Board of Love Commissioners of the Orleans Love District its approval of the said refunding plan and of the employment of the defendants, ROBERT J. HENSON and WALTER T. HARRIS, JR., for the purpose of effecting said plan and in making a surreptitious distribution of the fees which would be paid by the said Board of Love Commissioners of the Orleans Love District in connection therewith;

And the Grand Jurors say and present: That the said representations, pretenses and claims were false and fraudulent in this, to-wit: That the said agreement entered into by and between the said Board of Love Commissioners of the Orleans Love District and the defendants, ROBERT J. HENSON and WALTER T. HARRIS, JR., for the refunding of the aforesaid bonds of the said Board was fraudulent, fictitious and false for the following reasons, to-wit: that the fees provided therein were exorbitant, excessive and illegal and far beyond the value of any services rendered and to be rendered by any of the said defendants; that the said Board of Love Commissioners of the Orleans Love District was deprived of the fair, unbiased, impartial and untrammelled judgment of its members in passing upon the merits of said contract by reason of the fact that the defendants herein bribed and caused to be bribed one of the members of the said board, namely, the defendant, HERBERT W. WAGUESPACK; that the said defendant, HERBERT W. WAGUESPACK, on behalf of himself and on behalf of the other defendants, actively, acrimoniously, corruptly, unduly and immorally did persuade and influence the other members

of the said Board of Levee Commissioners of the Orleans Levee District to accept the said refunding plan and to employ the defendants, ROBERT J. NEWMAN and HARVIN T. HARRIS, JR.; that the defendant, ABRAHAM L. SHEPHERD, on behalf of himself and on behalf of the other defendants herein, actively, consciously, corruptly, unlawfully and immorally did persuade and influence the members of the said Board of Levee Commissioners of the Orleans Levee District and EDWARD M. LOUIS, then Governor of the State of Louisiana, to approve said refunding plan and to effect the employment of the said defendants, ROBERT J. NEWMAN and HARVIN T. HARRIS, JR.; that the said refunding plan did not effect the savings to the Board of Levee Commissioners of the Orleans Levee District which the defendants represented, pretended and claimed had been effected; that the defendants herein bribed and caused to be bribed an employee of the said Board of Levee Commissioners of the Orleans Levee District, namely, one Charles Zitzing

That in calculating the fees to be paid by the said Board of Levee Commissioners of the Orleans Levee District and in billing said Board for said fees the defendants, ROBERT J. NEWMAN and HARVIN T. HARRIS, JR., on behalf of themselves and on behalf of the other defendants charged to and received from the said Board 8% of savings to be effected in the distant future without discounting said savings and without taking into consideration in any manner the then present value of said savings.

That it was the duty and obligation of the said defendant, HERBERT W. MAGUESPACK, as member of the Board and Chairman of the Finance Committee of the said Board of Levee Commissioners of the Orleans Levee District to have the outstanding bonds of the said Board refunded on the most reasonable and favorable terms available and possible to the said Board; that contrary to his said duty and obligation and in violation of the trust and confidence placed in him by the said Board of Levee Commissioners of the Orleans Levee District, the said defendant, HERBERT W. MAGUESPACK, did cause to be paid to him and did accept monies of the said Board for the purpose of influencing his judgment and action and the judgment and action of the other members of the said Board; that the defendants, ABRAHAM L. SHEPHERD, HERBERT J. MILLER, ROBERT J. NEWMAN and HARVIN T. HARRIS, JR., aided, abetted, encouraged, counseled and assisted the said defendant, HERBERT W. MAGUESPACK, in betraying his duty

and obligation to the said Board of Levy Commissioners of the said Orleans
Levee District and in violating the trust and confidence placed in him by
the said Board, as aforesaid;

That the said Grand Jurors say, present and find: That each
and every one of the representations, pretenses and claims made and intended
to be made by the said defendants were false and untrue and intended to be
false and untrue and at all times mentioned herein were known by the said
defendants to be false and untrue, and were made and intended to be made
by the said defendants for the purpose and with the intention of obtaining
from the Board of Levy Commissioners of the Orleans Levee District and the
Treasury of the City of New Orleans and State of Louisiana sums of money
not lawfully due, and converting same to the use and benefit of said defendants;

That they, the said defendants, on or about the 4th day of
September, 1937, at New Orleans, Louisiana, in the New Orleans Division of
the Eastern District of Louisiana and within the jurisdiction of this Court
for the purpose of executing the scheme and artifice aforesaid, unlawfully,
fraudulently and feloniously did knowingly deposit and cause to be deposited
in an authorized depository for mail matter of the United States at New Orleans,
Louisiana, a certain letter and check enclosed in a postpaid envelope addressed
to American National Bank and Trust Co., LaSalle Street at Washington, Chicago,
Illinois, to be sent and delivered by the Post Office establishment of the
United States, which letter and check were and are of the tenor following,
to-wit:

September 4th, 1937.

American National Bank and Trust Co.,
LaSalle Street at Washington,
Chicago, Illinois.

Gentlemen: Attention: Mr. Robert Strawn,
Vice-President.

At the request of Hewson, Harris and Company,
of this city, as per their letter of the 2nd instant,
we are enclosing herewith New York exchange on the
Chemical Bank and Trust Company of New York City,
drawn by the American Bank and Trust Company, of
New Orleans, being check No. 27720, dated September
4, 1937, in the amount of \$99,764.33 and payable to
the order of American National Bank and Trust Company,
of Chicago.

Please credit the proceeds of this check to
the account of Hewson, Harris and Company of New
Orleans.

00
OFFICE
CASH

Very truly yours,

CHAS. J. DONOHUE,
SECRETARY

AMERICAN BANK & TRUST CO.
New Orleans

New Orleans SEP 4 1907 19__ No. 27728

Pay to the
order of AMERICAN SAVINGS BANK AND TRUST CO 100,000.00
CHICAGO, ILL.

Twenty Five Thousand Seven Hundred Sixty Four Dollars 00 cents exactly

AMERICAN BANK & TRUST CO.
NEW YORK

Charles J. Donohue, Jr.
President

Entered by
[Sgt] C. J. Dalton
Branch Clerk

that at the time of placing and causing to be placed the said letter and check in an authorized depository for mail matter of the United States aforesaid, the defendants, ARTHUR L. MURPHY, HENRY S. WAGNER, HENRY J. MILLER, ROBERT J. MURPHY and HERVIN T. HARRIS, JR., then and there well knew that the said letter and check were for the purpose of executing the said scheme and artifice and were for the purpose of defrauding the Board of Local Commissioners of the Orleans Local District and the Taxpayers of the City of New Orleans and State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

COUNT TWO.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge: That the defendants, on or about the 6th day of September, 1907, in said division and in said district and within the jurisdiction of this Court, do having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and claims, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing

said scheme and artifice, unlawfully, wilfully and feloniously did knowingly cause to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, a certain registered return receipt addressed to Board of Levee Commissioners, 500 Common, New Orleans, Louisiana, which registered return receipt was and is of the tenor following, to-wit:

POST OFFICE ESTABLISHMENT
Official Business

REGISTERED RETURN
No. 12488

Chicago, Ill.
Sep 7
5 PM
1937
Via P.O. Express

Penalty for Private Use
to Avoid Payment of
Postage, 50c
Department of Delivering
Office
and Date of Delivery

RETURN TO Board of Levee Com.

Street and Number,
or Post Office Box

500 Common

NEW ORLEANS,
Louisiana.

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

RECEIVED
SEP 7 1937

(Signature or Name of addressee)

(Signed) E. Davis
(Signature of addressee's agent)

Date of Delivery, 1937
AMERICAN NATIONAL BANK AND TRUST COMPANY
of Chicago
Form 2011

that at the time of causing to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, the said registered return receipt, the defendants, ABRAHAM L. SHERMAN, HERBERT W. WAGNER, HENRY J. MILLER, ROBERT J. KERRAN and HARVEY W. HARRIS, JR., then and there well knew that the said registered return receipt was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding the Board of Levee Commissioners of the Orleans Levee District and the Taxpayers of the City of New Orleans and State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

YOUR TURN.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendants, on or about the 4th day of October, 1937, in said division and in said district and within the jurisdiction of this Court, so having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent statements, representations and claims, that is to say, the same scheme and artifice that is set forth and described in the first count of said indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain letter and check enclosed in a postpaid envelope addressed to American National Bank & Trust Co., LaSalle Street at Washington, Chicago, Illinois, to be sent and delivered by the Post Office establishment of the United States, which letter and check were and are of the tenor following, to-wit:

October 4, 1937

American National Bank & Trust Co.
LaSalle Street at Washington,
Chicago, Illinois.

Gentlemen:

Attention: Mr. Robert Circus, V.P.

We are enclosing herewith cashier's check of the American Bank & Trust Company of New Orleans drawn on the Chemical Bank & Trust Company of New York in the amount of \$151,032.50, check #20076, payable to the order of the American National Bank & Trust Company of Chicago.

Please consider this your authority to credit proceeds of this check to the account of Newma, Harris & Company, New Orleans.

Very truly yours,

CJDMY
encls.

CHAS. J. DONNER
PRESIDENT

AMERICAN BANK & TRUST CO. 14-60
New Orleans 6-40

New Orleans OCT 4 1937 19 No. 20076

Pay to the
Order of AMERICAN NATIONAL BANK AND TRUST CO. \$151,032.50
OF CHICAGO ILL.

Twenty One Hundred Sixty One Thousand Thirty Two Dollars 50 Cents

GENERAL BANK & TRUST CO.

1-15 New York

Michael J. J. J. J. J.
Vice President

Entered by
Michael J. J. J. J.
Record Clerk

that at the time of placing and causing to be placed the said letter and check in an authorized depository for mail matter of the United States aforesaid, the defendants, ABRAHAM L. ... WILLIAM, ... and ... then and there well knew that the said letter and check were for the purpose of executing the said scheme and artifice and were for the purpose of defrauding the Board of Levee Commissioners of the Orleans Levee District and the Taxpayers of the City of New Orleans and State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

COUNT FOUR.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge: That the defendants, on or about the 15th day of June, 1907, in said division and in said district and within the jurisdiction of this Court, do having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and claims, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain check enclosed in a postpaid envelope addressed to The Bond Buyer, 57 Pearl Street, New York, N. Y., to be sent and delivered by the Post Office establishment of the United States, which check was and is of the tenor following,

to-wit:

*No. 29715

New Orleans, La., JUN 10, 1907 1907

BOARD OF LEVEE COMMISSIONERS, ORLEANS LEVEE DISTRICT

Upon the Payee Endorsing the Reverse Side of this Voucher Check

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The UNITED NATIONAL BANK OF NEW ORLEANS will

Pay To the Order of The Good Hope \$200,000

THE SUM OF (200 & 00/100) DOLLARS

BOARD OF LEVEE COMMISSIONERS, ORLEANS LEVEE DISTRICT

(Signed) Stas. J. Dugas
Secretary

(Signed) J. A. Tamm
President for Purpose

(Signed) Robert E. Tamm
Chairman
Finance Committee

.....
Date Explanation Cash Income Disposed Net

In per year statement received
June 4, 1937

JUN 14	Advertising \$1,700,000 Advertising Bonds, issue of March 2, 1937 January 15, 1937	100.00	
	Advertising \$1,000,000 Advertising issue of May 1st, 1937, March 2, 1937.	100.00	

that at the time of making and sending to be placed the said check in an authorized depository for mail matter of the United States aforesaid, the defendants, ABRAHAM L. WEINMAN, ROBERT E. WAGNER, EDWIN F. MILLER, ROBERT J. WEINMAN and HOWARD T. BAKER, JR., then and there well knew that the said check was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding the Board of Levee Commissioners of the Orleans Levee District and the Engineers of the City of New Orleans and State of Louisiana; contrary to the laws of the state in such case made and provided and against the peace and dignity of the United States.

COUNT FIVE.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendants, on or about the 20th day of November, 1936, in said division and in said district and within the jurisdiction of this Court, do having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and claims, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme

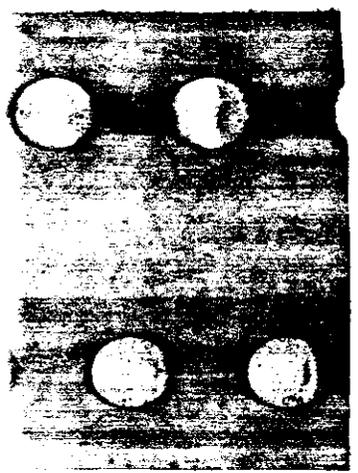
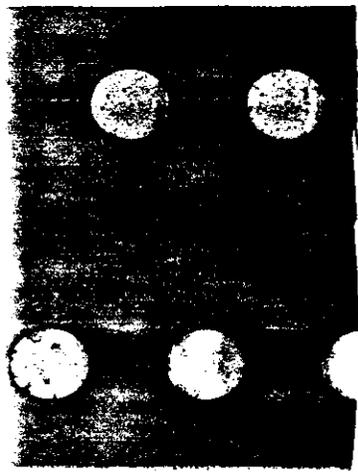
and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain New Orleans Item Newspaper, dated November 22, 1936, addressed to James Hamilton, Librarian, L. S. W., Baton Rouge, La., from The New Orleans Item, New Orleans, Louisiana, which newspaper among other things contained the advertisement of the Board of Levee Commissioners of the Orleans Levee District, which advertisement was and is of the tenor following, to-wit:

NOTICE TO HOLDERS
Bonds Called
BOARDS OF LEVEE COMMISSIONERS
OF THE ORLEANS LEVEE DISTRICT
LOUISIANA

The holders of "Refunding Bonds" and "Improvement Issues of 1936 Bonds" issued by the Board of Levee Commissioners of the Orleans Levee District, located at New Orleans, in the State of Louisiana;
NOTICE IS HEREBY GIVEN that all "Refunding Bonds, Issues of 1936" of the Board of Levee Commissioners of the Orleans Levee District, dated July 1, 1936, numbered from one (1) to one thousand and sixty-seven (1067) both inclusive, bearing interest at the rate of five per centum (5%) per annum, interest semi-annually on the First of January and First of July of each year, and maturing serially on July 1 in the years 1940 to 1978, both inclusive, issued by the Board of Levee Commissioners of the Orleans Levee District under authority of its resolution passed at a meeting of said Board on June 16, 1936, are now called for payment in both principal and interest, and shall be released by the Board of Levee Commissioners of the Orleans Levee District at par, a premium of three (3%) percent, and accrued interest on January 1, 1937.

These bonds may be released at the office of the Whitney National Bank of New Orleans, New Orleans, Louisiana, or at the office of the State Treasurer in Baton Rouge, Louisiana, or at The New York Trust Company, New York, N. Y., at the option of the holder.

NOTICE IS ALSO HEREBY GIVEN that \$214,000 bonds of the issue of "Improvement Issues of 1936 Bonds" of the Board of Levee Commissioners of the Orleans Levee District, dated July 1, 1936, said \$214,000 bonds being the last bond of said issue in numerical order of issuance numbered from one hundred eighty-seven (187) to one thousand (1000), both inclusive, bearing interest at the rate of five (5%) per centum per annum, interest payable semi-annually on the first of January and first of July of each year, and maturing serially on July 1 in the years 1944 to 1986 both inclusive, issued by the Board of Levee Commissioners of the Orleans Levee District under authority of its resolution passed at a meeting of the Board on June 16, 1936, are now called for payment in both principal and interest, and shall be released by the Board of Levee Commissioners of the Orleans Levee District at par, a premium of five (5%) per cent, and accrued interest on January 1, 1937.



These bonds may be redeemed at the office of the Whitney National Bank of New Orleans, New Orleans, Louisiana, or at the office of the State Treasurer, Baton Rouge, Louisiana, at the option of the holder.

Holders of the aforesaid bonds are further notified that if said bonds are not presented for redemption on or before January 1, 1937, interest shall cease to run from and after said date.

This notice is given in accordance with resolution of redemption passed by the Board of Levee Commissioners of the Orleans Levee District at its meeting held on December 27, 1936.

Wm. J. French, Secretary
Board of Levee Commissioners of the
Orleans Levee District

J. L. Thoms, President Pro-Tem
New Orleans, La., November 22, 1936.
DVs 22, Dvs. 9, 12, 13, 22, 1936.

that at the time of placing and causing to be placed the said newspaper in an authorized depository for mail matter of the United States aforesaid, the defendants, ABRAHAM L. SHERMAN, ALBERT W. RAGUNSON, HENRY J. WILSON, ROBERT J. WILSON and HARVEY T. WILSON, JR., then and there well knew that the said newspaper was for the purpose of executing the said scheme and articles and was for the purpose of defrauding the Board of Levee Commissioners of the Orleans Levee District and the Treasurers of the City of New Orleans and State of Louisiana contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

ASSISTANT ATTORNEY GENERAL
OF THE UNITED STATES

UNITED STATES ATTORNEY

ASSISTANT U. S. ATTORNEY

UNITED STATES OF AMERICA
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

In the District Court of the United States in and for the
Eastern District of Louisiana, New Orleans Division, at the NY term thereof
A. D. 1939.

The Grand Jurors of the United States fully organized, sworn
and charged at New Orleans, Louisiana, at the last adjournment of the Court
aforesaid, on their sixth grand jury and charge:

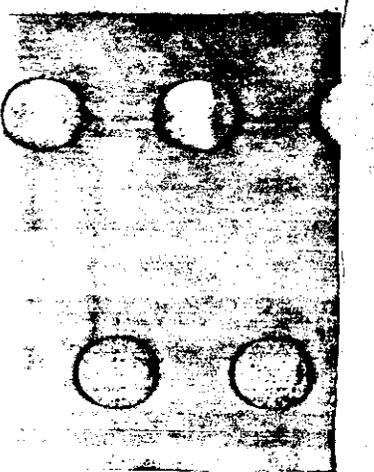
That one GEORGE COLWELL, whose full name is to your Grand
Jurors otherwise unknown, hereinafter called the defendant, in the New Orleans
Division of the Eastern District of Louisiana, and within the jurisdiction
of this Court on or about the 1st day of January, 1939, did send said value
unknown to your Grand Jurors and continuously thereafter until the date of
this indictment, having unlawfully, willfully, knowingly and fraudulently at
Baton Rouge, Louisiana, New Orleans, Louisiana, and other places to your
Grand Jurors unknown, devised and intended to devise a scheme and artifice
to defraud and for obtaining money and property by means of false and fraudulent
pretenses, representations and promises from Louisiana State University and
Agricultural and Mechanical College, the State of Louisiana and the Treasurer
of the State of Louisiana, and direct other persons to your Grand Jurors unknown,
which scheme and artifice to defraud was to be effected by the use and misuse
of the United States Post Office establishment, in furtherance of said scheme
and artifice to defraud did deposit and cause to be deposited in an authorized
depository for mail matter for mailing and delivery and knowingly caused to be
delivered by mail and by the Post Office establishment of the United States
according to the direction thereon signed and mailed letters and checks, which
said scheme and artifice to defraud was in substance as follows:

That the said Louisiana State University and Agricultural and
Mechanical College was engaged on an extensive program of building con-
struction on its campus at Baton Rouge, Louisiana; that the defendant,
GEORGE COLWELL, was employed by the said Louisiana State University and
Agricultural and Mechanical College as Superintendent of Construction in
charge of said building construction program; that as Superintendent of
Construction, the said GEORGE COLWELL was entrusted with or assumed the
duty of obtaining from and receiving from contractors, subcontractors

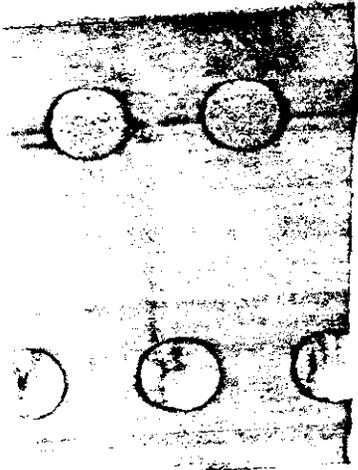
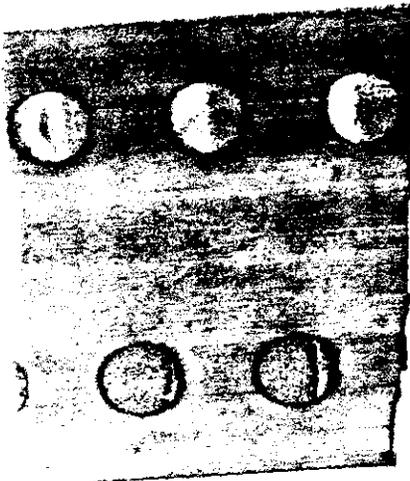
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and material & plans were on various work to be done and materials to be furnished in connection with the said building construction program that the said defendant by letter and verbally would invite and request contractors, subcontractors, and material dealers to furnish prices and bids on various work to be done and materials to be furnished in connection with said building construction program that when said contractors, subcontractors and material dealers would bid on the said defendant of his office in Baton Rouge, Louisiana, for the purpose of submitting such prices and bids, the said defendant, after receiving said prices and bids, would instruct said contractors, subcontractors and material dealers to add certain amounts to their prices and bids, which amounts the said defendant would advise and instruct the said contractors, subcontractors, and material dealers were to be paid over to him, the said defendant, when the said contractors, subcontractors and material dealers were paid by the said Louisiana State University and Agricultural and Mechanical College that when the said contractors, subcontractors and material dealers were paid by Louisiana State University and Agricultural and Mechanical College for work done or material furnished by them in connection with the said building construction program, the said contractors, subcontractors and material dealers would pay to the said defendant and the said defendant would receive from the said contractors, subcontractors and material dealers, the amounts which he, the defendant, had instructed them to add to their bids and prices.

That one Clifford A. King of New Orleans, Louisiana, was and is engaged in the building specialties business, that is to say, he was and is in the business of furnishing and installing marble, stone, slate, face brick, glazed brick and tile and other building materials; that the said Clifford A. King submitted to the defendant, GEORGE CALDWELL, in his official capacity as Superintendent of Construction for Louisiana State University and Agricultural and Mechanical College, a bid to furnish and install certain material, to-wit, marble and alabaster stone in connection with the construction of what is known as the Arts and Science Building; that the said defendant then instructed the said Clifford A. King to prepare a second bid and to add to the amount of the said original bid the amount of \$5,000, and to pay over or "kick back" to him, the said defendant, this additional amount of \$5,000



to which, that in compliance with the instructions of the said defendant
the said Clifford A. King thereupon prepared a second bid, which instructed
the addition to the amount provided for in the original bid the amount of
\$1,000, which sum of \$1,000 was paid by the said Clifford A. King to the
defendant; that the said Clifford A. King also submitted to the said defendant
bids for furnishing and installing marble, slate, tile, granite and other
materials in connection with the construction of buildings, State University
and Agricultural and Mechanical College of Louisiana, known as follows, to-wit:
Field House, Weather Station, Agriculture Extension Building, Physics and
Mathematics Building, Agriculture Center Building, Food Office and Stock
Admission to the Field House; that in each of these instances the said Clifford
A. King, before submitting his bid to the said defendant could ascertain from
the said defendant the amount which the said defendant would require to be
added to the respective bids for payment to him, the said defendant, as that
is usually called "kick-back"; that on the bid for furnishing and installing
marble in connection with the construction of the Field House, the said
Clifford A. King was instructed by the said defendant, GEORGE CALDWELL, to add
the sum of \$1,000 and that the said Clifford A. King did add the sum of \$1,000
to the amount of said bid which said sum of \$1,000 was paid by the said
Clifford A. King to the said defendant; that on the bid of the said Clifford
A. King for furnishing and installing slate in connection with the construction
of the Outside Station, the said Clifford A. King was instructed by the said
defendant to add the sum of \$1,500 to the amount of the said bid, which said
sum he paid to the said defendant; that on the bid of the said Clifford A. King
for furnishing and installing marble and floor tile in connection with the
construction of the Agriculture Extension Building, the said Clifford A. King
was instructed by the said defendant to add the sum of \$1,000 to the amount
of said bid and that the said Clifford A. King did add the sum of \$1,000
to the said bid, which said sum he paid to the said defendant; that on the
bid of the said Clifford A. King for furnishing and installing marble and
blackboards in connection with the construction of the Physics and Mathematics
Building, the said Clifford A. King was instructed by the said defendant to
add the sum of \$1,500 to the amount of said bid and that the said Cliff
King did add the sum of \$1,500 to the said bid, which said sum he paid
said defendant; that on the bid of the said Clifford A. King for
and installing granite, marble, slate and other materials in con



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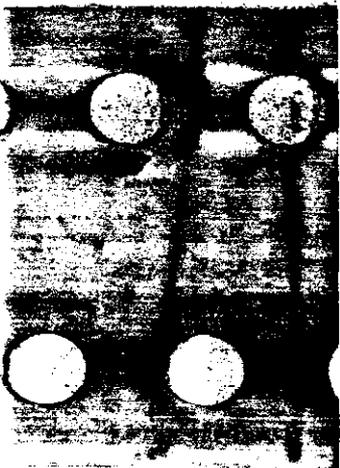
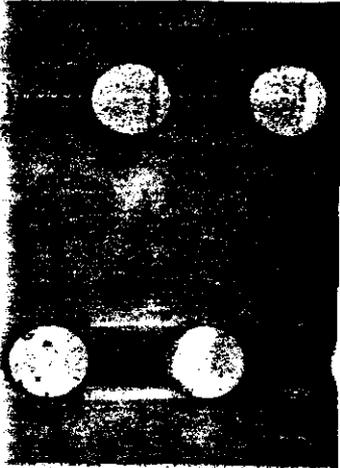
Construction of the Agriculture Center Building, the said Clifford A. King was instructed by the said defendant to add the sum of \$1,000 to the amount of said bid and that the said Clifford A. King did add the sum of \$1,000 to the said bid, which sum he paid to the said defendant; that on the bid of the said Clifford A. King for furnishing and installing mastic in connection with the construction of the Post Office and South Addition

to the Field House, the said Clifford A. King was instructed by the said defendant to add the sum of \$1,000 to the amount of said bid and that the said Clifford A. King did add the sum of \$1,000 to said bid, which sum was paid to the said defendant; that the said Clifford A. King in submitting the aforesaid bids would first prepare said bids in rough draft form; that he would then present the respective bids to the said defendant in said rough draft form for the reason that the said Clifford A. King would not then know the amount which the said defendant would require to be added for payment to him, the said defendant, as aforesaid; that in each instance after receiving the said rough draft form of bid, the said defendant would instruct the said Clifford A. King as to the amount in which the said bid was to be increased as aforesaid, and the said Clifford A. King would then increase the bid accordingly and submit to said defendant in formal manner that upon receipt of these formal bids by the defendant, he, the defendant, would approve them, thereby falsely and fraudulently certifying, representing and pretending that the said bids were correct and proper and that the entire amount of each of said bids would be payable by Louisiana State University and Agricultural and Mechanical College to the said Clifford A. King upon the compliance by the said Clifford A. King with the terms of the bid, that is to say, upon the delivery of the material and the doing of the work required to be delivered or done under the bid; that the said defendant by virtue of his said false representations and pretenses would cause the Purchasing Department of the Louisiana State University and Agricultural and Mechanical College to also approve the said bids and to issue a formal order or requisition covering each of said bids; that when payment was due to the said Clifford A. King by Louisiana State University and Agricultural and Mechanical College

For furnishing materials and installing materials in accordance with the
aforesaid bids, the said Clifford A. King would prepare bills and statements
covering the amounts so falsely represented, pretended and claimed to be
lawfully due on said bids, which he would convey and cause to be conveyed
to the said defendant; that the said defendant would falsely and fraudulently
approve, certify, represent, pretend and claim as being due the said Clifford
A. King the full amounts of said bills and statements and send them to the
office of the Auditor of the Louisiana State University and Agricultural and
Mechanical College for the issuance of checks in payment thereof; that relying
upon the said defendant's approval, certification, representation, pretenses
and claims of the said defendant, the said Auditor or other appropriate officer
of said Louisiana State University and Agricultural and Mechanical College
would cause to be issued checks in payment of said bills and statements,
which checks would be drawn against the account of the said Louisiana State
University and Agricultural and Mechanical College in a certain bank bank;
that the said Clifford A. King would deposit said checks to the credit of
his account in the American Bank & Trust Company at New Orleans, Louisiana;
that the said defendant would instruct the said Clifford A. King to pay the
amounts which had been added to the original bids and bills at the instruction
of said defendant as aforesaid in cash to him, the said defendant, said amounts
being the differences between the amounts of the original bids and the amounts
of the bids as increased in accordance with the defendant's instructions; that
the said Clifford A. King would draw checks, payable to cash, against his
account in the American Bank & Trust Company, New Orleans, for which checks
he would obtain cash, which cash, he, the said Clifford A. King, would
personally convey and pay to the said defendant at his office at the Louisiana
State University and Agricultural and Mechanical College; that the checks of
Louisiana State University and Agricultural and Mechanical College which said
Clifford A. King deposited in the American Bank & Trust Company in New Orleans
as aforesaid, would be transmitted by the said American Bank and Trust
Company in New Orleans in accordance with its usual custom to the Federal
Reserve Bank at New Orleans, Louisiana, which, in turn, in order to effect
payment of said checks, would transmit the said checks to the City National

sent in Baton Rouge, Louisiana, by depositing same in an authorized depository for mail matter to be sent and delivered by the post office establishment of the United States.

That the Grand Jurors say and present that said representations, pretenses and claims were false and fraudulent in this, to-wit: that the said bids of the said Clifford A. King, which the said defendant approved for acceptance and represented and pretended were correct and proper, were in fact fictitious, false and fraudulent for the reason that the said defendant had caused the said Clifford A. King to add to the amounts of said bids sums of money, which, he, the said defendant, well knew were not due and payable by the said Louisiana State University and Agricultural and Mechanical College; that the said defendant well knew that the bids of the said Clifford A. King which he, the said defendant, had approved for acceptance and represented and pretended were correct and proper were in fact fictitious, false and fraudulent for the reason that he, the said defendant, well knew that he had caused the said Clifford A. King to add to the amounts of said bids sums of money which he, the said defendant, well knew were not due and payable by the said Louisiana State University and Agricultural and Mechanical College; that the said defendant well knew that as a result of his approval, representations, pretenses and claims, the said Purchasing Department of Louisiana State University and Agricultural and Mechanical College would issue resolutions authorizing the said Clifford A. King to proceed with the furnishing of materials and doing of work covered by the said fraudulent and false bids; that as the said defendant well knew, the bills and statements of the said Clifford A. King were fraudulent and false for the reason that they included amounts of money which, he, the said defendant, had caused the said Clifford A. King to add to the amounts of his bids as aforesaid; that, as the said defendant well knew, the sums of money added by the said Clifford A. King to his said bids, bills and statements as aforesaid, were added solely for the purpose of enabling the said Clifford A. King and the said defendant to fraudulently and falsely obtain sums of money from the Louisiana State University and Agricultural and Mechanical College, which were not lawfully and legally due to the said Clifford A. King and the said defendant, but which sums of money would be paid by the said Clifford A. King to the said defendant as what is commonly known as "kick-backs" and "grat"; that



For such sums of money so unlawfully and illegally obtained from the Louisiana State University and Agricultural and Mechanical College by the said Clifford A. King and the said defendant and in turn paid by the said Clifford A. King to the defendant herein, the Louisiana State University and Agricultural and Mechanical College would not and did not receive anything of value.

And the said Grand Jurors say, present and find: that each and every one of the pretenses, representations and stated acts and intended to be made by the said defendant were false and untrue and intended to be false and untrue and all these additional benefits were known by said defendant to be false and untrue and were made and intended to be made by the said defendant for the purpose and with the intention of obtaining from Louisiana State University and Agricultural and Mechanical College and the State of Louisiana the sum of \$11,500 not lawfully due, and converting the same to the use and benefit of said defendant.

That he, the said defendant, on or about the 11th day of September, 1936, at New Orleans, Louisiana, in the New Orleans Division of the Eastern District of Louisiana and within the jurisdiction of this Court for the purpose of executing the scheme and artifice aforesaid, unlawfully, fraudulently and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain letter enclosed in a postpaid envelope addressed to Mr. George Caldwell, Superintendent of Construction, Louisiana State University, Baton Rouge, Louisiana, to be sent and delivered by the Post Office establishment of the United States, which letter was and is of the tenor following, to-wit:

September 11, 1936

Mr. George Caldwell
Supt. of Construction
La. State University
Baton Rouge, La.

Re: Agricultural Building

Dear Sir:

This will acknowledge receipt of your letter of September 10th regarding the marble work on the above mentioned job. It is going to be impossible for us to get shipment of the basement portion of this job ready in time to complete same by September 15th. However, I am today wiring Gray Fox Marble Company requesting them to give us the quickest shipping date possible on this portion of the marble

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and I will advise you definitely when I can complete installation in the amount that I receive there annually.

Yours very truly,

CLIFFORD A. KING

C-K12

By _____

that at the time of placing and causing to be placed the said letter in an authorized depository for mail matter of the United States aforesaid, the defendant then and there knew that the said letter was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the taxpayers of the State of Louisiana contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

AND FURTHER:

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendant, on or about the 10th day of September, 1936, in said division and in said district and within the jurisdiction of this Court, so having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly cause to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, a certain letter enclosed in a postpaid envelope, addressed to Mr. Clifford King, Jr., 404 Masonic Temple Building, New Orleans, Louisiana, which letter was and is of the tenor following, to-wit:

September 12, 1936

Mr. Clifford King Jr.
404 Masonic Temple Bldg.
New Orleans, Louisiana

Re: Mari. Art. Bldg.

Dear Mr. King:

As we will try to complete the payment of the

Agricultural Extension Building by September 22,
for the opening of school, we would like for you
to make all possible effort that you can to get
out the marble, for the basement, only, at once.

Please let us know by return mail when you can
have this material on the job, and in place, so
that we might make a report to W. Smith on this
item.

Yours very truly,

(Signed) George Caldwell
George Caldwell
Capt. Construction
L. S.

That in the first of January to be delivered by mail by the Post Office
establishment of the United States, according to the direction thereon,
the said letter, the defendant, GEORGE CALDWELL, then and there well
knew that the said letter was for the purpose of executing the said
scheme and artifice and was for the purpose of defrauding Louisiana State
University and Agricultural and Mechanical College, the State of Louisiana
and the Taxpayers of the State of Louisiana; contrary to the form of the
statute in such case made and provided and against the peace and dignity
of the United States.

COUNT THREE.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do
further present and charge: that the defendant, on or about the 15th day
of September, 1936, in said division and in said district and within the
jurisdiction of this Court, so having unlawfully, wilfully and fraudulently
devised a scheme and artifice to defraud and to obtain money and property
by means of false and fraudulent pretenses, representations and promises,
that is to say, the same scheme and artifice that is set forth and described
in the first count of this indictment, the allegations concerning which,
in said first count, are incorporated by reference thereto in this count
as fully as if they were here recited; and, for the purpose of executing
said scheme and artifice, unlawfully, wilfully and feloniously did knowingly
cause to be delivered by mail by the Post Office establishment of the United
States, according to the direction thereon, a certain letter enclosed in a

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postpaid envelope, addressed to Mr. Clifford King, 404 Bienville
Temple Building, New Orleans, Louisiana, which letter was sent to the
same following, to-wit:

September 12, 1936

Mr. Clifford King
404 Bienville Temple Bldg.
New Orleans, Louisiana

Mr. Cliff. King

Dear Mr. King:

Enclosed find sketch of dimensions in man's letters
on the first floor of Agricultural Extension Building.

They describe details only of S-2, which is not
according to the general plans, therefore please con-
sult this at once, according to the sketch we are
giving you.

Yours very truly,

(Signed) George Caldwell
George Caldwell,
Capt. Construction
L. S. J.

GC:RM
Enc. 1

That at the time of causing to be delivered by mail by the Post Office
establishment of the United States, according to the direction thereon,
the said letter, the defendant, GEORGE CALDWELL, then and there well
knew that the said letter was for the purpose of executing the said
scheme and artifice and was for the purpose of defrauding Louisiana State
University and Agricultural and Mechanical College, the State of Louisiana
and the Taxpayers of the State of Louisiana; contrary to the form of the
statute in such case made and provided and against the peace and dignity
of the United States.

EXHIBIT FOUR,

And the Grand Jurors aforesaid, upon their oaths aforesaid, do
further present and charge: that the defendant, on or about the 20th
day of March, 1937, in said division and in said district, and within the
jurisdiction of this Court, ~~he~~ having unlawfully, wilfully and fraudulently

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devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, willfully and feloniously did knowingly cause to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, a certain letter enclosed in a postpaid envelope, addressed to Mr. Clifford King, Jr., 404 Necessim Temple Ridge, New Orleans, Louisiana, which letter was and is of the tenor following, to-wit:

March 27, 1947

Mr. Clifford King, Jr.
404 Necessim Temple Ridge
New Orleans, Louisiana

Re: Physics & Math. Bldg.

Dear Sir:

Enclosed find sketch of detail showing measurements that you will check against your plans. We find that you have made a mistake.

Therefore, please follow these dimensions.

Yours very truly,

(Signed) George Caldwell
George Caldwell
Capt. Construction
L.S.U.

GC:CB
Enc. 1

that at the time of causing to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, the said letter, the defendant, GEORGE CALDWELL, then and there well knew that the said letter was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the Taxpayers of the State of Louisiana; contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States.

and the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendant, on or about the 7th day of July, 1927, in said district and in said district, and within the jurisdiction of this Court, do having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and do to wit, the same scheme and artifice that is set forth and described in the first part of this indictment, the allegations concerning which, in said first part, are incorporated by reference therein in this count as fully as if they were here repeated and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and fraudulently did knowingly cause to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, a certain letter enclosed in a postpaid envelope, addressed to Mr. Clifford King, Jr., 404 Macaulay Temple Building, New Orleans, Louisiana, which letter was and is of the tenor following, to-wit:

July 7, 1927

Mr. Clifford King, Jr.
404 Macaulay Temple Bldg.
New Orleans, Louisiana

Dear Sir: The Agricultural Center

We want to call your attention to the fact that the brick work on the Agricultural Center is going to start July 20 and we have not received one piece of granite.

We would like for you to give an explanation as to why this granite has not been shipped and what you are going to do about same.

Upon receipt of this letter, please get in touch with me either by telephone or else come to Baton Rouge.

This job has to be completed by October 1st.

Yours very truly,

(Signed) George Caldwell
George Caldwell
Capt. Construction
L.S.U.

CC:CC

that at the time of causing to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, the said letter, the defendant, GEORGE CALDWELL, then and there well knew that the said letter was for the purpose of executing the said scheme and

artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the Taxpayers of the State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

COURT SET.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendant, on or about the 4th day of August, 1937, in said division and in said district, and within the jurisdiction of this Court, do having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain check enclosed in a postpaid envelope addressed to City National Bank, Baton Rouge, Louisiana, to be sent and delivered by the Post Office establishment of the United States, the face and reverse of which check were and are of the tenor following, to-wit:

LOUISIANA STATE UNIVERSITY AND A. & M. COLLEGE No. 536

RE

Baton Rouge, La., Aug 3 1937 1937

Pay to the Order of - - - - Clifford A. King - - - - \$7702.00

- - - - - L.S.U. & A. & M. College \$7702 and 00/100 - - - - BOLLARD

TO

CITY NATIONAL BANK
Baton Rouge, La.

Louisiana State University and A.M.Col.

(Signed) G. G. Johnson
Auditor

This voucher-check, when properly endorsed, becomes receipt in full for items listed. Alterations and erasures render null and void; return if not correct.

RECEIVED

(Signed) Clifford A. King

Pay Deposit Only
C. A. King Jr.

Pay to the order of
Any Bank, Banker, or Trust Co.
All prior endorsements guaranteed

NOV 3 1937
Louisiana Bank & Trust Co.
14-19 New Orleans, La. 14-22

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO
Prior Endorsements Guaranteed

NOV - 4 1937
New Orleans Branch
FEDERAL RESERVE BANK OF ATLANTA
14-19 New Orleans, La. 14-22

That at the time of placing and causing to be placed the said check in an authorized depository for mail matter of the United States at New Orleans, Louisiana, the defendant then and there well knew that the said check was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the University of the State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

COUNT SEVEN

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendant, on or about the 10th day of August, 1937, in said division and in said district, and within the jurisdiction of this Court, so having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain check enclosed in a postpaid envelope addressed to City National Bank, Metairie, Louisiana, to be sent and delivered by the Post Office establishment of the United States, the face and reverse of which check were and are of the tenor following, to-wit:

LOUISIANA STATE UNIVERSITY AND A. & M. COLLEGE

NO. 582

Notes Draft, Inc., AUG 14, 1937 100

Pay to the order of Clifford King, Jr. \$4,000.00
..... L.S.U., A. & M. COLLEGE and City DOLLARS
College

LOUISIANA STATE UNIVERSITY AND A. & M. COLLEGE
CITY NATIONAL BANK
Notes Draft, Inc.
Clifford C. Johnson
Cashier

This check is not to be cashed or negotiated in full for these items. Alterations and erasures render null and void; return if not correct.

CLIFFORD A. KING, JR.
Building Specialist
Bucolic Temple
New Orleans

Pay Deposit Only
Co. A King Jr.

Pay to the Order of
Any Bank, Banker, or Trust Co.
All prior endorsements guaranteed

AUG 15 1937
American Bank & Trust Co.
14-60 New Orleans, La. 14-60

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
Prior Endorsements Guaranteed
AUG 14 1937
New Orleans Branch
FIRST NATIONAL BANK OF ATLANTA
14-61 New Orleans, La. 14-61

that at the time of placing and causing to be placed the said check in an authorized depository for mail matter of the United States aforesaid, the defendant then and there well knew that the said check was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the Taxpayers of the State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

VERDICT.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge: that the defendant, on or about the 10th day of December, 1937, in said division and in said district, and within the jurisdiction of this Court, so having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of

false and fraudulent promises, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain check enclosed in a postpaid envelope addressed to City National Bank, Baton Rouge, Louisiana, to be sent and delivered by the post office establishment of the United States, the face and reverse of which check were and are of the tenor following, to-wit:

NO. 2282

LOUISIANA STATE UNIVERSITY AND A. & M. COLLEGE

Baton Rouge, La., NOV 14 1938 1938

Pay to the
Order of - - - - - Clifford A. King - - - - - \$7,894.00

- - - - - L.S.U. & A. & M. College \$7094 and 00/100 - - - - - DOLLARS

TO
CITY NATIONAL BANK
Baton Rouge, La.

Louisiana State University and A. & M. College
(Signed) C. G. Johnson
Auditor

This voucher-check, when properly endorsed, becomes receipt in full for items listed. Alterations and erasures render null and void; return if not correct.

~~ENDORSEMENT~~
Clifford A. King
For Deposit Only
C.A. King Jr.

Pay to the Order of
Any Bank, Banker, or Trust Co.
All prior endorsements guaranteed
DEC 16 1938
AMERICAN BANK & TRUST CO
14-60 New Orleans, La. 14-60

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO
Prior Endorsements Guaranteed
DEC 16 1938
New Orleans Branch
FEDERAL RESERVE BANK OF ATLANTA
14-21 New Orleans, La. 14-21

that at the time of placing and causing to be placed the said check in an authorized depository for mail matter of the United States aforesaid, the defendant then and there well knew that the said check was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding

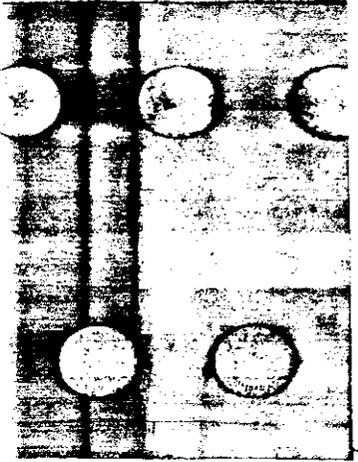
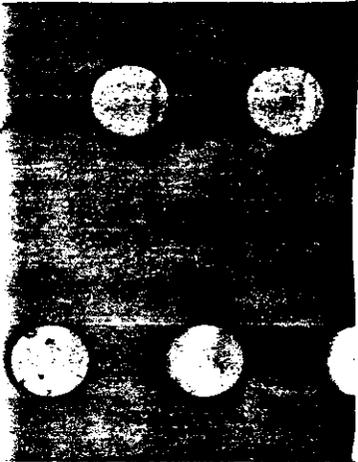
Louisiana State University and Agricultural and Mechanical College,
the State of Louisiana and the University of the State of Louisiana;
contrary to the form of the statute in each case made and provided
and against the peace and dignity of the United States.

(Signed) John B. ...
...
OF THE ...

(Signed) ...

(Signed) ...

A TRUE BILL
NEW ORLEANS, LA., August 14, 1900
(Signed) Eben Burdick ...
Forw...



Copy

UNITED STATES OF AMERICA
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

In the District Court of the United States in and for the Eastern District of Louisiana, New Orleans Division, at the MAY Term thereof, A.D., 1938.

The Grand Jurors of the United States duly organized, sworn and charged at New Orleans, Louisiana, at the term aforesaid, of the Court aforesaid, in their public session and do hereby

That one GEORGE CALDWELL, whose full name is GEORGE CALDWELL CALDWELL, hereinafter called the defendant, in the New Orleans Division of the Eastern District of Louisiana and within the jurisdiction of this Court, on or about the 1st day of January, 1938, the exact date being unknown to your Grand Jurors, and continuously thereafter until the date of this indictment, having unlawfully, wilfully, knowingly and fraudulently at Baton Rouge, Louisiana and New Orleans, Louisiana, and other places to your Grand Jurors unknown, devised and intended to devise a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, from Louisiana State University and Agricultural and Mechanical College, the State of Louisiana, and the taxpayers of the State of Louisiana, and divers other persons to your Grand Jurors unknown, which scheme and artifice to defraud was to be effected by the use and misuse of the United States Post Office Establishment, in furtherance of said scheme and artifice to defraud did deposit and cause to be deposited in an authorized depository for mail matter for mailing and delivery, and knowingly caused to be delivered by mail by the Post Office Establishment of the United States according to the direction thereon, divers and sundry letters and checks, which scheme and artifice to defraud was in substance as follows:

The said Louisiana State University and Agricultural and Mechanical College was carrying on an extensive program of building construction on its campus in Baton Rouge, Louisiana; that the defendant, GEORGE CALDWELL, was employed by the Louisiana State University and Agricultural and Mechanical College as Superintendent of Construction in charge of the said building construction program; that as Superintendent of Construction the said GEORGE CALDWELL was entrusted with and assumed the duty of obtaining from and receiving from contractors, subcontractors and material dealers, bids on various work to be done

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and materials to be furnished in connection with the said building construction program; that the said defendant, by letter and verbally, would invite contractors, subcontractors and material dealers to furnish prices and make bids on various work to be done and materials to be furnished in connection with said building construction program that when said contractors, subcontractors and material dealers would call on the said defendant at his office in Baton Rouge, Louisiana for the purpose of submitting such prices and bids, said defendant, after receiving said prices and bids, would instruct said contractors, subcontractors and material dealers to add certain amounts to their prices and bids, which amounts the said defendant would advise and instruct his said contractors, subcontractors and material dealers were to be paid over to him, the said defendant, when the said contractors, subcontractors and material dealers were paid by the said Louisiana State University and Agricultural and Mechanical College; that when the said contractors, subcontractors and material dealers were paid by Louisiana State University and Agricultural and Mechanical College for work done or material furnished by them in connection with the said building construction program, the said contractors, subcontractors and material dealers would pay to the said defendant and the said defendant would receive from the said contractors, subcontractors and material dealers the amounts which he, the defendant, had instructed them to add to their bids and prices;

That the said defendant would advise said contractors, subcontractors and material dealers that he, the said defendant, would furnish certain of the materials required by the contractors, subcontractors and material dealers in connection with work to be done and material to be furnished in compliance with their bids, and that they, the said contractors, subcontractors and material dealers, should in payment thereof pay to him, the said defendant, certain sums of money in cash; that he, the said defendant, would furnish the said materials to the said contractors, subcontractors and material dealers by unloading, storing, taking and carrying away materials, the property of the Louisiana State University and the Works Progress Administration of the United States; that one A. J. Gelfry of New Orleans, Louisiana, under the trade name of A. J. Gelfry Art Terrazzo Company, was and is engaged in the business of installing terrazzo floors, vestibules, wainscoting and stairs, and in furnishing the materials necessary to do such work; that the said A. J. Gelfry submitted to the defendant GEORGE CALDWELL, in his official capacity as Superintendent of Construction for Louisiana State University and

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