

COPY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA.

IN AND FOR THE COUNTY OF LOS ANGELES.

J. H. BULLARD,
Plaintiff,

vs.

CLARENCE DARROW,
LECOMPTE DAVIS,
JOSEPH SCOTT,
C. F. MCNUTT and
JOB HARRIMAN,
Defendants.

D E P O S I T I O N
OF
J O B H A R R I M A N .

pursuant to adjournment and by agreement, testimony in the above entitled case on deposition was proceeded to be taken on this 23rd day of February, 1912, Job Harriman being present for examination.

Mr. Harriman having been previously sworn testifies as follows: -

Questions by Mr. Austin: -

Q What is your name?

A Job Harriman.

Q What is your occupation?

A Lawyer.

Q Were you one of the counsel employed in the defense of the case pending in Los Angeles County commonly known as the McNamara case?

A Yes sir.

Q As such did you employ J. H. Levering, assignor of plaintiff herein to perform any work and services in connection with the defense of said case?

A By the way the answer to the complaint states that the arrangements for the fee and for the drafting were made shortly after the explosion. That will need an explanation because there was a typographical error in the answer to the complaint, and we want to ask for a stipulation to make the correction by entire alinement. Some few weeks after the explosion I spoke to Mr. Levering, asked him what he would charge to serve us as engineer and general superintendent of the work that might need to be done in connection with the case, and he wanted to know what we needed. I told him I thought merely a matter of consultation at that time. He said, in substance, that probably that would be all we would need if no one was ever arrested and the case never came to trial, but if the case ever did come to

trial we would have to practically reproduce the plans of the building as it then stood because every detail would have to be known by the defense, but that work would not be necessary unless the case came to trial. I asked him what he would charge as a fee for his services. He said \$500. in case the matter came to trial as he had to prepare such plans, it being understood that we would pay the expense of the drafting, and he having a fee for superintendence, and that he would require \$50. for consultation at that time. I gave him the \$50. cash, and when the McNamaras were arrested he came to me and he said that he could go ahead with the work and finish the whole matter. I told him he had better do so and I would bear, or the defense would bear the expense of the mechanical work outside of his fee, and told him to go ahead, and he did.

- Q What work did Mr. Levering do in connection with that case?
A Well, I presume the best evidence is the drawings themselves, which were shown. I think he superintended the drawings.
Q Do you know anything of the amount of work and investigation which the producing of those drawings entailed upon Levering?
A Well, within a few days after he undertook to make the drawings he told me that he had found a man in some title company, and within a very few days after that, and while Mr. McCarthy was still here, they found all of the drawings in the Recorder's office, and I took a photographer there and took photographs of them. I think we had the date the photographs were taken. I am not certain as to that but I am certain that Mr. McCarthy was here, and that was on his first trip, and it was before Mr. Darrow came the second time. He might have been here before that, the first time, but only to stay a few days.
Q Did you at any time have any further agreement with Mr. Levering as to any definite amount which you would become responsible for?
A No sir.
Q Did you at any time accept any drafts made upon you by said Levering, and if so what amount?
A There were some drafts made through Dr. Bullard, but solely for the mechanical work being done, as I said before, and was agreed upon, and Dr. Bullard came to my office. He stated that Mr. Levering needed the money to pay his workmen for doing the work. I told him I would assume the responsibility for that, that was part of the contract. I said the defense would pay it.
Q Then in relation to that you were not acting so much personally as you were in the nature of a representative for the defense.
A I was a representative at all times, and the first \$50. I paid him was not paid out of my own money but had to go to another party to get it, as he knew.
Q On the occasion of your acceptance of the last draft for the sum of about \$300, held by Dr. Bullard, was there any agreement or acknowledgment on your part in the office of Dr. Bullard as to the total amount then due to Mr. Levering?

J. H. LEVERING

CIVIL AND HYDRAULIC ENGINEER
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LOS ANGELES - CAL.

TEL. MAIN 4654

Sept. 3, 1912.

Judge Walter Bordwell,
Hall of Records,
Los Angeles, Cal.

Dear Sir:

I write this letter for the purpose of giving you a view of the McNamara case at a different angle than it has been shown you before.

I feel that certain attorneys in the case are not entirely exempt from criticism, but I will give you the facts as they are disclosed by certain records, with the assurance that if the general public knew the truth of these statements as well as I there could be no criticism upon your remark that "The bribery incident was a very efficient cause of the McNamaras pleading guilty", and that the subsequent acquittal of Mr. Darrow resulted largely from the fact that the proper evidence was not produced at his trial. The American jury requires something more than "sleuth dome" to act.

My connection with the case is simply this: On or about October 10, 1910 I was approached by Mr. Harriman, as you will see from the enclosed copy of the record, for the purpose of reproducing the plans of the Times Building, together with the location of the principal pieces of machinery, pipe connections with the streets, fire escapes, means of egress and ingress to the building, etc. You will notice from the enclosed answer of Mr. Harriman that he paid this money in October, 1910 out of funds that were solely under the control of Clarence Darrow, as trustee. The fact that Mr. Darrow had secured trust money for the purpose of the defense, and had it on the coast in the month of October, 1910 - (in fact it was paid to me on the 10th of that month) would preclude the thought that this money could have been raised through the regular channels during the month of October, but must have been on hand and ready to be disbursed at or before the time of the explosion.

I will state also for your information that the evidence at hand in my office will disclose the fact that one of the conspirators (though not one of the McNamaras) took the explosive to the top of the building and lowered it into the unused middle compartment of the triple flue, very near the level of Ink Alley, and it was from this place that the explosion occurred after the McNamaras had supplied the party with dynamite. This is contrary to the statement of J. B. McNamara, but that confession was framed for the purpose of screening from the public the other members of the gang. If you care to see the proof of this statement as a matter of interest I will show it to you, as it came into



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my hands in the regular channels of business and I would be violating no confidence in giving it out.

You will see furthermore that Mr. Harriman not only places the \$50.00 that was paid in October as a portion of the trust funds, but he also alleges that the moneys attached were trust funds.

The moneys attached by plaintiff were: - \$3500.00 taken from White; \$500.00 taken from Lockwood and \$400.00 recovered from Mrs. Bain, together with \$5500.00 in the Equitable Savings Bank, though of course we did not know that the bank had any money on hand, and for that reason we attached the bribe money as the only money in sight at the time the attachment was issued.

Why these facts were not brought out in the case of the "People vs. Darrow" I do not know, but I do know that they can be brought out at any time and would disclose the fact that not only Harriman and Darrow were found in a very embarrassing position as to the ownership of the money that passed during the bribe incident, but were cognizant of the movements of the conspirators and controlled their funds practically at the very day of the explosion. All these facts were supposed to be suppressed by the plea of guilty entered by the McNamaras, and also by the adroitness of the defense attorneys in the case of the "People vs. Darrow."

It seems to me that the Bar Association should take more than passing notice of these facts, as both Darrow and Harriman are officers of the court, and as such make it a business not only to advise the court, but to act as the confidential adviser of many ignorant, unscrupulous clients whom they could readily induce to duplicate the crime of October 1, 1910, and again receive a forced collection of \$200,000.00 fee, and even if caught in an unlawful act could drown the protests of indignant citizens by the clinking of their glasses at a banquet given in honor of a triumph of crime, and to the shame and scandal of justice.

With best wishes I am

Very truly yours,

JHL-AG
2 Encls.