

*into would result in such a way as would enable him to pay all up.* From that period we occasionally called his attention to the balance due until the period of my leaving for Canada (the 4th of August), Mr. Swartwout sailed on the 16th of August.

“ I am, with great respect, your obedient servant,

“ HENRY OGDEN.

“ HENRY D. GILPIN, Esq.,

“ Solicitor of the treasury.”

The allegations contained in this letter enigmatically place the defamed collector in the position of an abject suppliant seeking the favor and clemency of two forbearing judges swayed from executing the stern mandates of the law by the affecting assurances of his turning from his evil ways and of his making an early restitution of moneys purloined by him in hours of temptation. The attitude in which the cashier and the assistant cashier are pictured is one so despicable in character that no right-minded person could be induced to believe that so proud and self-respecting a man as Samuel Swartwout was known to be would have allowed himself to be subjected to the defiant espionage and humiliating condemnation depicted by the inconsiderate traducer. What plausibility can be attached to the allegation that the two employés urged the collector at sundry times and divers places “to endeavor to raise money elsewhere, *if he possibly could*, and not draw any more from the bank,” when, as it was testified that, his gains in speculating in stocks were greater than his losses, and that, on one occasion, eighty thousand dollars had been paid him on a rise in the price of stocks sold for him; and especially when, as averred by Henry Ogden, the sum of \$99,967.05 was placed in his hands by the collector at the end of his second term? Further on, the sworn testimony of Nathaniel Schultz, the auditor, will convincingly show the untenable and contradictory character of all the allegations of the cashier and his assistant regarding the defalcations of Samuel Swartwout.

The personal unworthiness of Henry Ogden to be commissioned with the disposition and care of the money and real estate of the ex-collector will soon be manifest to the reader in the way in which he discharged the trust reposed in him by the maligned man. As already disclosed, the cashier had declared under oath that the sum of \$99,967.05 intrusted to him by the ex-collector before his departure for England was to pay claims against him and to secure the cashier for responsibilities assumed for him, and *was not “to be applied to other purposes,” nor to “the extinguishment of his debt to the United States”* as specialized by any balance due the government on the settlement of his accounts. His breach of faith with the absent man, and its disastrous consequences, by which property was hastily transferred with no recog-