

THE RECORDS MUTILATED

SERIOUS COMPLICATIONS FROM THE CHANGE OF ONE FIGURE.

EXTENSIVE TANNERY IN SULLIVAN COUNTY INVOLVED—THE DISCOVERY MADE AT AN EXAMINATION OF THE COUNTY RECORDS—A BANK PRESSING ITS CLAIMS

From the Times.

MONTICELLO, N. Y., Nov. 17.—The first steps in litigation on the final issue of which depends the existence of one of the most extensive sole-leather tanneries in the United States have been taken in this county. In 1856 the greater part of the towns of Rockland and Neversink, in this county was an unbroken wilderness. They were in what was known as the Hardenburgh Patent. Great lot, Nos. 4 and 5 of the patent, originally belonged to Peter Fanuelli of Boston. He sold them prior to the Revolution to Elias Desbrosses of New York, it is said to obtain money to erect Fanuelli Hall. A descendant of Desbrosses named John Hunt, jr., owned a large portion of the tract in 1856. At that time Stoddard Hammond and James Benedict made a contract with John Hunter, by which they were to have the right to all the bark on 35,000 acres of land for thirty years from the 1st of January, 1857, paying for it 50 cents a cord, and stipulating to peel at least 2,000 cords a year.

On the strength of this contract they invested \$70,000 in putting up a sole-leather tannery, and founded a business that has transformed that section into one of the most productive in Sullivan county. The money now invested in the tannery must be at least \$150,000, and its capacity is about 100,000 sides of leather a year. Nearly 1,000 persons derive their support from this establishment.

In 1874 the Central National Bank of Troy presented a claim for \$600 to Stoddard Hammond, he having become the sole proprietor of the Debruce tannery in 1864. The claim was for bark peeled by Hammond on land claimed by the bank. Holding a duly-executed contract for all the bark on the 35,000 acres, Hammond, of course, paid no attention to the claim, except to inform the bank of the nature of the title he held. To this the bank made reply that, according to the county records, the contract had expired in May, 1872, and proceedings were begun to recover from Hammond the amount of the claim. Hammond engaged Gen. A. C. Niven, and the General examined the record, and found that the contract, as entered in the County Clerk's office, gave Hammond the right to the bark for "fifteen years and four months from the first day of January, 1857." This established the bank's claim at once.

A closer examination, however, revealed the fact, according to the evidence of several who saw the record, that the original entry had read "from the 1st of January, 1857," and that the second figure 8 had been altered into a 5. Gen. Niven directed the County Clerk to change the 5 back to an 8. The Clerk did this, and made a marginal note of the fact. The bank pressed its claim against Hammond, and the case has just been tried before Justice Ingalls.

The change that Gen. Niven directed the County Clerk to make in the record was fatal to his client in two ways—it destroyed all direct evidence of the alleged mutilation, while it remained an unquestioned mutilation on the part of the defence. A new trial is to be asked for, and evidence that will place the original mutilation beyond question has been obtained. If this proves to be the case, the proceedings that may follow the present litigation will be of startling interest. If the record was changed, a conspiracy to defraud Hammond must exist.