

jal. As his statements are utterly devoid of truth, and slanderous on the Mexican government and myself, I am anxious to collect the necessary data to refute them on some future occasion; and as you are so familiar with those facts, and possess all the papers bearing on them, I will be very much obliged to you if you have the kindness to write for me a statement of this case, accompanying it with copies of all the necessary papers to prove the falsity of Woodhouse's assertions.

I am, sir, very respectfully, your obedient servant,

M. ROMERO.

LEWIS HENRY, Esq., *New York.*

WASHINGTON, *April 10.*

A true copy :

IGNO. MARISCAL, *Secretary.*

No. 155.

LAW OFFICE, 247 BROADWAY,
New York, April 17, 1867.

MY DEAR SIR: In conformity with your request, I have the honor to report that on the 23d August, 1865, I was retained by citizen General José M. J. Carvajal as counsel on behalf of the Mexican government.

That the object of such retainer, as stated by said general, among other things, was to secure immediate counsel and legal assistance in a matter of great importance to his government, as well as to pilot him through with legal correctness in the negotiations and business which he came to this country to transact for his government.

That the immediate assistance he needed was in reference to a contract that he had entered into for his government with the so-called United States, European, and West Virginia Land and Mining Company, of New York, for the placing a loan in this country.

He further stated, substantially, that one Daniel Woodhouse, the managing agent of said company, had by various tricks and false pretences led him into a negotiation for, and execution of the contract aforesaid. He also further stated in detail the facts and circumstances which led to the execution of said contract. The substance of the principal portion of such statement appears on the following pages, being a copy of same, by him reduced to writing at my request, and submitted to me for my action in the premises.

Said general further stated to me orally, that prior to the execution of the contract in question, a further and supplemental contract was agreed upon between him and said Woodhouse, and which was to have been reduced to writing and executed and delivered with the original, and be made a part thereof, which supplemental bound Woodhouse's company to pay all drafts drawn upon it under the contract, whether they were in funds or not from the sale of bonds, to the extent of three millions of dollars.

And said supplement further provided that in case the said Woodhouse company failed to perform the agreement on its part, the said contract and grants therein provided should become null and void.

He further stated that he executed the contract and acknowledged the same before a notary, and left the same for writing out the proper certificates, and on sending for the same on the following morning, he learned that Woodhouse had obtained his duplicate, and claimed a delivery, he refusing to return the same, and also refused to execute the supplement agreed upon.

And further stated that Woodhouse had also obtained his power of attorney, whereby said Woodhouse was authorized to obtain the printing of the bonds of

the government, and that a bank note company was at that time preparing to make the plates for the bonds under the contract.

After due investigation in respect to the alleged fraud, and becoming satisfied that Woodhouse had been guilty of an infamous fraud and deception in obtaining said contract, and being also informed that Woodhouse had before been arrested for perpetrating a similar, but less important swindle, I advised that the contract could be rescinded for the reasons stated.

On or about the thirty-first of August, 1865, and after preparing the necessary papers, I obtained an interview with said Woodhouse, in the presence of General Carvajal, Mr. Tift, General Lew. Wallace, and other gentlemen at the St. Nicholas Hotel, New York. I then and there demanded a return of the contract and power of attorney aforesaid of said Woodhouse, which was defiantly refused.

I then caused two papers to be immediately served on him, (Woodhouse,) one an unqualified revocation of the power of attorney for the printing of the bonds, the other an unconditional declaration of revocation and rescission of the contract aforesaid, by said government, on the ground of having been obtained by fraud and false pretences.

Notice of the revocation of the power of attorney were also at once served on said bank note company, and further progress of the bonds stayed.

The aforesaid notices were served by Colonel Holister, a staff officer of said General Carvajal; and I am of the opinion that the original of said notices are retained by said general, as I fail to find them among my papers.

It was my opinion at that time, and I so advised, that an action should be commenced against the Woodhouse company by the government to obtain a decree setting aside the said contract for the reasons mentioned, but upon careful consideration it was concluded that such an action might prove injurious to the government at that time, and therefore no further action was taken in the matter.

I have the honor to subscribe myself, your most obedient servant,

LOUIS HENRY.

I also append hereto a statement reduced to writing by Wilbur F. Stocking, at my request, for the purposes aforesaid.

Respectfully submitted:

LOUIS HENRY.

AUGUST 25, 1865.

Daniel Woodhouse, secretary and general agent of the pretended United States, European, and West Virginia Land and Mining Company, by various acts and impostures, and false pretences, made me believe that said company was worth a capital of forty millions of dollars; that it did not owe one dollar of its original capital stock of twenty millions of valuable property, whose augmented value made every dollar equal now to two dollars. That said stock was now yielding large dividends; that the company could realize any amount of money by using their stock; that their acceptances would be as good as cash, and I could buy anything and to any amount in this city, in these United States, and in any part of the world.

That in case any of my drafts, and those of my government, should come too fast, and press the company, he (Woodhouse) had assurances from Washington, from a *very high source*, that he could get a loan of thirty millions at any time to meet any of my demands, and those of my government; that the United States government had granted his company the charter to construct a railroad from Point Isabel to Brownsville, Texas, and gave the company, or had offered, ten millions of dollars for transporting troops for the government, and munitions of war.

That the company would advance three millions or more, in negotiable paper, to be afterward paid from proceeds of bonds, and buy in the same way any articles of merchandise I might want, and furnish me the means of paying any debts I might have, and any money needed for my expenses.

That certain very respectable parties, merchants and bankers, for whom Woodhouse was acting, and whose names he showed me in a printed prospectus of the company, and were members of the company, and in said prospectus it appears they had three millions of dollars of working capital; and generally, by many asseverations, attested by E. B. Sackett, he made me believe that the company was the most respectable and trustworthy, and that they would carry out the programme faithfully laid down in the contract, and fulfil other stipulations, to be signed separately in a supplement, which should explain that the company were bound to pay drafts at all times, whether they were in funds from the sale of bonds or not; that no draft should at any time be returned unpaid.

It was also understood that if said company did not, or should not, execute their obligations, the grants predicated upon them should be null and void.

Now it appears that the said company did not really exist at all; that the respectable bankers and merchants whose names Woodhouse unwarrantably placed in prospectus as members of said company, never belonged to it, nor participated in his fraud.

He is now trying to mend his appearances by sending me a list of officers and trustees in prospectus of his imaginary company; their names are: Major General Lew. Wallace, president; L. E. Chittenden, vice-president; W. K. Mead, treasurer; Daniel Woodhouse, secretary; Vas. Houghton, corresponding secretary; Cornelius Vanderbilt, ex-Governor E. D. Morgan, Starks W. Lewis, E. V. Houghton, Amos M. Sackett, James Sturges, Moses H. Grinnell, John H. Boynton, William E. Dodge, Robert Campbell, directors and trustees.

Hence these manoeuvres prove that the supposed company has never been anything but a fraud and a nonentity and wicked device of Woodhouse to cheat and rob innocent parties.

Woodhouse refused, after getting the contract in his hands by a trick, to sign the supplement to the contract, pretending to consult his supposed trustees, and for this pretended consultation he took a draft of some of the principal items on the 31st of July, and has kept it in his possession.

I, Wilbur F. Stocking, do solemnly swear that on the 22d day of August, or thereabouts, I was present at an interview between Mr. Daniel Woodhouse, representing the United States, European, and West Virginia Land and Mining Company, of New York, and Colonel H. Sturm, of Indiana, and J. N. Tift, of New York, at which time a conversation in substance as follows occurred:

Mr. Woodhouse stated that the company that he represented owned twenty millions of acres of agricultural lands in the United States of Mexico, for which they had paid \$20,000,000 in cash, and that they had an absolute title to the same; further that the members of said company had no stock of the company except what he (Woodhouse) had given them, and that neither Mr. Paul N. Spofford, Mr. Joel B. Burnett, Mr. Soley, Mr. Ezra Bliss, nor Mr. George Hoffman were in any way interested in said company, and never had been, and that he (Woodhouse) controlled everything. He was explaining to Mr. J. N. Tift the advantages that the company had secured by reason of a contract formed between said company and the Mexican government, and said they (the company) "had the biggest thing on record;" when Mr. Tift remarked that he had no doubt, judging from his statements, that it was a very good thing for the company, provided they were able to carry out their part of the contract; when he (Woodhouse) said that their title was complete and the company had nothing to perform, and grants were already secured to the company, and that the company could suspend at any time, close their office, and transact no further business as a company, or dissolve and yet retain the benefits of a grant of \$20,000,000

made them by the Mexican government. That in fact the Mexican government could not compel them to do anything, and that they had it (the Mexican government) in their power. Mr. Tift remarked that being the case, he thought the company had secured a very good thing for themselves.

"Why, God damn it, I played for a big stake and I have won it."

He said he was the originator of the company, and that he controlled; that the company had a capital of \$20,000,000 all paid in cash; and that the property which the company owned was more valuable than the grants of land they had received from the Mexican government.

List of drafts on the United States, European, and West Virginia Land and Mining Company returned to Daniel Woodhouse at the St. Nicholas Hotel, New York, August 31, 1865.

No. 16, dated August 7th, for	\$50,000
No. 15, " August 7th, "	50,000
No. 34, " August 7th, "	50,000
No. 9, " August 7th, "	1,500
No. 36, " August 7th, "	50,000
No. 37, " August 7th, "	50,000
No. 8, " August 7th, "	100,000
No. 38, " August 7th, "	50,000
No. 14, " August 7th, "	50,000
No. 39, " August 7th, "	50,000
No. 40, " August 7th, "	50,000
No. 41, " August 7th, "	25,000
No. 17, " August 7th, "	50,000
No. 18, " August 7th, "	50,000
No. 19, " August 7th, "	50,000
No. 20, " August 7th, "	50,000
No. 21, " August 7th, "	100,000
No. 22, " August 7th, "	100,000
No. 23, " August 7th, "	100,000
No. 24, " August 7th, "	100,000
No. 25, " August 7th, "	100,000
No. 26, " August 7th, "	100,000
No. 27, " August 7th, "	100,000
No. 28, " August 7th, "	100,000
No. 29, " August 7th, "	100,000
No. 30, " August 7th, "	100,000
No. 31, " August 7th, "	50,000
No. 32, " August 7th, "	50,000
No. 33, " August 7th, "	25,000
No. —, " August 23d, "	25,000
No. —, " August 23d, "	35,000
No. —, " August 23d, "	60,000

Memorandum of drafts to be returned to D. Woodhouse; also statement of drafts to Andrew Cassard, and drawn in favor of Amos Sackett:

No. 1.—Accepted	\$40,000
No. 3. " " " " " "	30,000
No. 4. " " " " " "	20,000
No. 5. " " " " " "	12,000
No. 10. " " " " " "	50,000
No. 11. " " " " " "	50,000
No. 12. " " " " " "	50,000
No. 13. " " " " " "	50,000
No. 35. " " " " " "	50,000

One draft for \$10,000 on same company, given to Andrew Cassard, conditioned on the success of the Woodhouse contract. Cassard was a party to the Woodhouse fraud, the said \$10,000 draft being his commission from General J. M. J. Carvajal in case of the success of the loan. The draft becomes null and void.

Two drafts on same company, one for \$10,000 and one for \$5,000, drawn in favor of Amos M. Sackett, for the benefit of General Carvajal or his government. Amos M. Sackett has advanced \$1,000. He was present at the nullification of the Woodhouse contract.

The foregoing drafts numbered 1, 3, 4, 5, 10, 11, 12, 13, and 35 were delivered to me by General Carvajal, after each and every of them had been effectually cancelled, and they now abide the directions of the minister of the republic of Mexico.

LOUIS HENRY.

Señor M. ROMERO,
Minister &c., of the Mexican Republic.

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, Secretary.

No. 156.

MEXICAN LEGATION IN THE UNITED STATES OF AMERICA,
Washington, March 20, 1867.

MY DEAR SIR: The enclosed statement of Daniel Woodhouse, which has been printed and widely circulated among public men in this country, contains facts either misrepresented or falsified, and nobody better than you can correct them, should you have no inconvenience to do so. As Mr. Woodhouse has dragged your name into his controversy, it seems to me but due to yourself that you should present your side of the case. Should you be willing to write a statement or an affidavit on this subject, you will very much oblige me by sending me a copy of it, as I wish to have the necessary papers to use them when the necessity for doing so shall come.

In great haste, I am, my dear sir, your obedient servant,
M. ROMERO.

General LEW. WALLACE,
Crawfordsville, Indiana.

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, Secretary.

No. 157.

CRAWFORDSVILLE, April 12, 1867.

DEAR SIR: In reply to your favor, asking a statement of my knowledge of the negotiation between General J. M. J. Carvajal, late commissioner from your government, and a certain Daniel Woodhouse, of New York city, I would respectfully say :

I made the acquaintance of General Carvajal, on the Rio Grande, in the spring of 1865. By invitation he accompanied me to the United States. As fellow-traveller, I had opportunity to know him well, and became, in consequence, not only his friend, but a warm partisan of his cause.

Shortly after his arrival in New York he telegraphed, requesting me, if possible, to come and aid him, as he had a negotiation on hand. Releasing myself for a few days from my duties as commander of the middle department, I joined him as requested. At the Union Place Hotel he introduced me to Mr. Daniel Woodhouse, and explained that what he particularly wished of me was the reduction to legal form of certain terms and conditions then in negotiation between that person and himself. The contract which Mr. Woodhouse appends to his very absurd petition to the United States Congress is of my draughting.

Mr. Woodhouse was a stranger to me, and the moment I ascertained the scope of the contemplated arrangement, my first solicitude was, of course, to know who he was. To my inquiries on this point, General Carvajal assured me that the gentleman was all right. A Mr. Cassard, a Cuban gentleman, exiled on account of his republicanism, had been the medium of introduction. The general showed me a pamphlet purporting to be, as I now recollect it, the charter of the United States, European, and West Virginia Land and Mining Company—cash capital, \$20,000,000—to which pamphlet were appended, as connected with the company in one capacity or another, the names of quite a number of gentlemen known nationally for their wealth and enterprise. Representing himself as secretary and financial agent of the corporation mentioned, Mr. Woodhouse boldly referred the general, if he wished further knowledge of him or his authority, to the gentlemen to whose names I have alluded. It is not improbable that I am justly open to a charge of negligence in not carrying my inquiries beyond General Carvajal, but it will be readily understood how, in resting the matter with him, I was influenced by delicate regard for his business pride, to say nothing of confidence in his experience and capacity. I will also add that my suspicions were, for the time, put to rest by Mr. Woodhouse bringing me in communication, on a subject directly connected with the Mexican affair, with the house of Sackett, Belcher & Co. Reference to the mercantile agencies of that time will show that house to be of good credit and standing.

As to the contract between the parties, the arrangement contemplated three general objects: a system by which President Juarez was to be furnished funds for his struggle against the French; supplying him *immediately* with two or three millions cash, and sending him both personnel and materiel of war. As this latter could not well be done without contravention of the neutrality laws of the United States, by my advice, it was agreed to make two separate contracts—one secret, the other for publication. The latter only was executed.

In justification of General Carvajal, it is proper to say, that his design was not to sign and deliver either of the contracts until Mr. Woodhouse had advanced him the two or three millions in cash. Mr. Woodhouse frustrated that design by a very simple stratagem. After signature by General Carvajal, the instrument was intrusted to a Mr. Fuentes to obtain the usual notarial certificate. Mr. Woodhouse got it in his hands, and *refused to return it*. Mr. Fuentes did not think himself strong enough to compel its return. This circumstance I derived from Mr. Fuentes. As to General Carvajal's intention respecting the delivery of the paper, upon the conditions mentioned, I speak positively and of my own knowledge.

In Mr. Woodhouse's reply to Señor Mariscal's letter of January 26, it is stated that on the 31st of July I met him at the St. Nicholas Hotel, and urged him to call upon General Carvajal and execute the papers. As to this point I cannot recall the exact day, but I do recollect distinctly that, being called upon by Mr. Woodhouse at the hotel after he had obtained possession of the contract, I did urge him to carry out the understanding, advance General Carvajal the money named, and execute with him the other (secret) agreement. Shortly afterward he called upon the general and refused absolutely to make any advance whatever; instead, he proposed to accept drafts from General Carvajal to an unlimited amount.

In the same reply Mr. Woodhouse also says that, at the request of General Carvajal, I accompanied him to Washington and submitted the contract to Secretary Seward. Prior to the execution and delivery of an agreement so important, I suggested the necessity of ascertaining, if possible, whether, considering the relations existing between France and the United States, Mr. Seward would permit the placement of a Mexican loan in the United States. With this in view, at General Carvajal's request, I went to Washington in company with Mr. Woodhouse. The Secretary promptly said there was no law prohibiting such a transaction. That reply I telegraphed to General Carvajal in New York.

After the refusal to make the advances agreed upon I could no longer conceal from General Carvajal that I believed Mr. Woodhouse to be a confidence man. The question then arose, if such was the case, what was to be done? In view of the fact that the contract was already in possession and might be made the ground of legal proceedings, which would at least expose the general's mission, and surround it with other difficulties; in view, also, of the effect such a circumstance might have upon the general's standing in his own country, I advised that nothing be done until the credit of the so-called Land and Mining Company was thoroughly sounded. For this purpose I urged the drawing of drafts against it for \$3,000,000. I also urged the general to require a meeting immediately of the directors of the said company. If the drafts should be dishonored, or if no such meeting could be had, then General Carvajal would be in position to enjoin Woodhouse from exercising the authority conferred by the contract and its incidental papers, or to give notice of summary revocation of everything, and leave the enemy to his remedy. This advice was accepted; following it up promptly, a meeting of the directors was called at an office on Broadway, borrowed by Woodhouse for the purpose. General Carvajal attended it, accompanied by some of his friends; among them General H. Sturm, Mr. J. N. Tift, L. Henry, esq., and myself. It is enough to say that the respectable gentlemen whose presence at the meeting had been promised by Woodhouse, and upon whose credit, feloniously used for the purpose, he had thus far succeeded in his imposition, were not there. About the same time, also, drafts were drawn against the company in the usual form. Mr. Woodhouse amended them so as to make the payment due from *funds in possession from the sale of Mexican bonds*. As the bonds had not been engraved or printed, and as a draft in that form could not be protested, those circumstances, together with the failure of the meeting, made the attempted swindle so bald and transparent that legal proceedings became unnecessary. Mr. Henry, as attorney for the Mexican government, at once served all necessary notices of revocation, and the affair became simply contemptible.

I do not think it necessary to say more.

Very truly, your friend,

LEW. WALLACE.

Señor Don M. ROMERO, *Minister, &c.*

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, *Secretary.*

No. 158.

MEXICAN LEGATION IN THE UNITED STATES OF AMERICA,
Washington, March 15, 1867.

I enclose you a manuscript copy of a petition of Mr. Daniel Woodhouse to the Congress of the United States, which the said individual has circulated in

pamphlet form, but of which I could not obtain a copy to send you. For the purpose of proving in a proper manner the falsity of various reports contained in that petition, I have already asked information (which is now coming in) from the consul general of the republic in this country, from C. Jesus Fuentes Muniz, and from General Herman Sturm. But as your report is of the greatest interest in this affair, I beg you to give it to me as soon as possible, inserting everything you know about Woodhouse, so as I can add it to the other reports and be prepared to act at any moment, in the best manner, in this affair.

I have the honor to repeat on this occasion the assurance of my distinguished consideration.

M. ROMERO.

Citizen General of Division JOSÉ M. J. CARVAJAL.

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, *Secretary.*

No. 159.

LA JOYA, April 15, 1867.

CITIZEN MINISTER: I have the honor herein to acknowledge the receipt of your note dated the 15th of March ultimo, together with a copy, accompanying it, of a petition made to the Congress of the United States by Daniel Woodhouse, and a notice published by the Mexican legation under your charge, declaring as null and void certain pretended Mexican bonds issued by Woodhouse.

In your note aforesaid I am requested by you to furnish a report containing the real facts relating to the contract that I had entered into with Woodhouse, thereby explaining the true state of the case, in order that the false and unwarrantable statements made by Woodhouse to the American Congress may be effectually contradicted, placing it in its proper light.

I do not wonder Mr. Woodhouse should relate so many falsehoods in this connection, but I certainly am surprised at his daring audacity to approach so august a body as the American Congress, being aware, as it is natural he must, of his infamy and criminality.

I shall proceed, therefore, to inform you that from the beginning of his narrative Mr. Woodhouse falls short of truth when he says, "the confidential friend of General Carvajal desired to introduce me to that gentleman." The truth is, however, that a certain person, recommended to me by a Mexican officer and patriot, Colonel Balbantin, informed me that there were wealthy bankers who were very anxious to lend money to the Mexican republic, and to assist against the French, provided they could make by it. This person I found afterward to be Mr. Woodhouse's confidential friend, and he, doubtless, had tangible reasons for it. He informed me that Woodhouse desired to see me, and that much good might come of it to my country; I agreed, then exacting a promise of secrecy. I saw Woodhouse, and although his language and manners were extremely vulgar and repulsive, he made so many promises, and so pretended to be the representative of a company worth at the time forty millions of dollars, that I asked him for evidence of his statements. He came afterwards with documents showing that "The United States, European, and West Virginia Land and Mining Company" did exist by charter, at least on paper or parchment. He also brought with him a certain Mr. Sackett, his inseparable companion and witness, who was a member of the company. Many respectable names of merchants and bankers appeared on his papers. He also handed me a printed prospectus purporting to represent the officers and directors of the