9099

Nashville Tenn. April 14, 1864.

Brooke, Hunter B.516. &c 184

Capt. & Act. J.A.

Reports that Gustab Wilkowski gave up his contract on the 4th of February, last. He seems to be the only person responsible for the frauds in fuel, and has abundance of testimony against him. Wilkowski has left with intention of going to Europe. He is probably in New York or Cincinnati, and if desired can be brought back. With permission of the Genl Comdg. will order all fines collected by Provost Marshals Genl. turned over to the Chief Q.M.

Rec'd Hodges D.C. April 19, 1864.

Military Commission, Dept. of the Cumberland,

Nashville, Tenn. April 14th 1864.

Brig. Gen. Whipple
Chf of Staff

General

I would respectfully report in reference to the business for which I came here, that Gustav Witkowski, the Contractor during the months of November, December and January of the past Winter has given up his Contract since the 4th day of February last. — He seems to have been the only person responsible for the frauds and deficiencies in pork, and I have abundance of testimony against him. — He has left this City with the avowed intention of going to Europe upon his ill-gotten gains, and I am not aware of any means or business interests now here that could be reached. He is at present either in Cincinnati or New York and can be brought back if the General so orders. I think I have sufficient testimony to convict him of fraud if it is deemed proper to try him. — I will therefor take no more affidavits in his case until I receive further instructions from you in the matter.

The present wood Contract was made with the lowest bidders in the persons of - Julius Witkowski (brother of the aforesaid Contractor) - Henry D. McKinney and William Wolf - (the latter formerly a Clerk for Capt. Poor). - I deemed it proper to investigate this matter, and find that Julius Witkowski cannot be directly implicated with his brother, - that both he and McKinney are responsible men, and that the bids were deposited in Col. Donaldson's Office, where neither Capt. Poor nor his Clerks had access to them.

Furthermore there is a very strong forfeiture clause in the Contract referring to any bribery or corruption that might be discovered, giving the Chf. Qr. Master power to annul the contract and retain the pay in such a contingency. - These safeguards together with the fact that Col Donaldson reports a vast improvement in the management of the business, would seem to make any interference unnecessary.-

In the mean time, while awaiting instructions I propose with the permission of the General to direct in his name all the Provost Marshals here who have collected fines under orders from Dept. Hd. Qrs. to pay the same over immediately to the Chf. Qr. Master. - I find that Spalding, Horner and Digny have all collected

such monies and keep them in Bank to their own credit, because as they say they had no instructions. Some of these Deposits are now nearly five months old. — Several fines collected by Col. Spaulding have never as yet, so far as I can learn, been accounted for at all, and as he is now relieved of his office, it seems to me the matter should be settled. — Will you send instructions as above, or dispose of it in any other method you may deem proper? —

I am General
Very Respectfully
Your Obt Servant
Hunter Brooke
Capt & Actg. J.A.

Direct the Pro. Marshals to turn over the funds referred to to Col. Donaldson + write a letter to Adjt. Gen. for Gen. Thomas to sign recommending that this money be used for secret service

W