

# BRIDGE OFFICIAL QUITS UNDER FIRE

## Lemmerman Faced Charge of Taking Fee in Lease of Office to Tri-Borough Authority.

### QUESTIONED BY BLANSHARD

## Realty Man Says He Did Not Know of Payment, Which Was Returned This Week.

Fred C. Lemmerman, one of the three commissioners of the Triborough Bridge Authority and former president of the Queensboro Chamber of Commerce, resigned yesterday after charges had been filed against him by Paul Blanshard, Commissioner of Accounts.

Mr. Lemmerman, a prominent Queens Democrat and real estate man, was accused of having rented space for the offices of the Authority from a company in which he is interested, and having later accepted, for his own real estate firm, a check for \$930 as a broker's commission for the renting of the offices.

Announcement that charges had been filed with Mayor LaGuardia against Mr. Lemmerman, and that the Mayor had fixed a hearing for Jan. 22, was made at 10 A. M. by Mr. Blanshard.

Later in the day Mr. Lemmerman, affirming his innocence, announced his resignation on the ground that his usefulness to the Triborough Bridge Authority had been impaired. He said that he was forwarding his resignation to Mayor LaGuardia. He declared that he had had no knowledge that the check had been paid to Fred C. Lemmerman, Inc., and that as soon as he found out about it he returned it.

George B. Hanford and Frederick W. Henderson, members of the realty brokerage firm of Hanford & Henderson, Inc., which had paid out the brokerage fee, said that it had been refunded on Monday of this week. The fee had been paid, they said, on the order of the New York Title and Mortgage Company, "our bosses in the building."

### First Holdover Under Fire.

The post from which Mr. Lemmerman resigned was a non-salaried one. He was appointed by Mayor O'Brien on April 28, 1933, and his term was to be up on July 1, of this year. The other members of the authority are Nathan Burkan and John Stratton O'Leary.

Mr. Lemmerman is the first holdover from the Tammany régime to be put under fire by Mr. Blanshard in the series of investigations that he and Irving Ben Cooper, his associate, are conducting. The investigation came as the result of a clue developed by Mr. Blanshard when he was still executive director of the City Affairs Committee.

The first formal step taken, after Mr. Lemmerman had been questioned privately by Mr. Blanshard, came Tuesday night when Mayor LaGuardia sent the following letter:

Jan. 9, 1934.

Fred C. Lemmerman, Esq., 82-67  
Austin Street, Kew Gardens, L. I.

Dear Sir:  
Please take notice that charges have been filed against you for inefficiency, neglect of duty and misconduct in office, copy of said charges being hereto attached, and that an opportunity of being heard in person or by counsel in your defense will be granted to you, before me, in my office at City Hall, on the twenty-second day of January, 1934, at 10:30 A. M. Very truly yours,  
F. H. LAGUARDIA,  
Mayor.

The Mayor's action was based on the State law that created the Bridge Authority, giving him the power to remove any member on ten days' notice after charges had been filed.

### The Charges Filed.

The charges begin by reciting, in general terms, the accusation of misconduct against Mr. Lemmerman, Article 1 reading as follows:

"That he has failed properly to execute the duties which, as Commissioner of the Triborough Bridge Authority of the State of New York, was incumbent upon him to discharge; that he has so acted in his official capacity as to prejudice the best interests of the people of the City of New York; that in the course of his official conduct he has been actuated by improper and illegal considerations; that he has, while holding the office of Commissioner of the Triborough Bridge Authority, been guilty of gross improprieties and that his explanations of circumstances seriously reflecting upon the manner in which, as Commissioner of the Triborough Bridge Authority, he conducted some of the affairs of the Triborough Bridge Authority, have been either so incomplete or so unworthy of credence as not to constitute acceptable explanations."

It was then set forth that Mr. Lemmerman was and is a director of Company Offices, Inc., which owns and operates the office building at 141 Broadway, that he was also a holder of fifty shares of stock of the New York Title and Mortgage Company, which owns all the capital stock of Company Offices, Inc., and that he also is one-third holder of the capital stock of Fred C. Lemmerman, Inc., a real estate firm.

Mr. Lemmerman undertook to obtain quarters for the Bridge Authority, the charges said, and as a result of the negotiations the Authority rented two floors of the building for two years and seven months at a monthly rent of \$2,000, Mr. Lemmerman sponsoring and voting for the lease at a meeting of the members of the Authority on Sept. 19. The rent, the charges declared, is excessive, considering the needs and purposes of the Authority.

The charges then told of the payment of the brokerage fee.

### Reply by Lemmerman.

Mr. Lemmerman's statement follows:

"As to the lease made on Sept. 20, 1933, by Company Offices, Inc., a subsidiary of New York Title and Mortgage Company, to the Triborough Bridge Authority of premises at 141 Broadway, New York City, I desire to state emphatically that



QUITS BRIDGE BOARD.  
Fred C. Lemmerman.

the part which I had therein was actuated throughout by the utmost good faith and disinterestedness, and that the location and terms were sincerely believed by me to be advantageous to the bridge authority.

"The lease was approved in writing by the Insurance Department of the State of New York, acting as the rehabilitator of the New York Title and Mortgage Company and its subsidiaries, including Company Offices, Inc. The department had had full charge of the affairs of these companies since Aug. 4, 1933, and for some time had held the resignations of the directors of the title company, including my own. The only financial interest which I had in the title company was some qualifying shares of stock of the total par value of \$500.

"As to the bridge authority, we had previously appointed a member of our staff to make a complete survey of the possibilities for suitable space. The report favored the space at 141 Broadway at \$2 a foot and thereafter a committee of three, including myself, was designated by the bridge authority to negotiate for the leasing of this space. All the members of the committee were unanimously of the opinion that these premises were the most conveniently and economically situated for the purposes of the bridge authority, and the terms were 25 per cent less than similar quarters could have been obtained anywhere near the City Hall and the city departments. When the lease was prepared it was unanimously adopted by the commissioners of the authority.

"A brokerage fee in the customary amount was paid by the title company to F. C. Lemmerman, Inc., a real estate management company in which I have an interest. This payment was made as a matter of course and routine by the representatives of the title company, the lessor, and was paid without my knowledge. I learned of it recently and thereupon, at my direction, the money was returned to the title company.

"While I know, and all who know me know, that I have discharged my duties as a member of the Bridge Authority with fidelity and with devotion to the single purpose of effecting the early completion of the Tri-Borough Bridge and that there neither is nor can be anything that reflects in the slightest degree upon my character, nevertheless, in view of the very fact that these charges have been made, I feel that my usefulness to the authority is impaired and that it would be a better measure of cooperation on my part with the new administration for me to resign forthwith. I accordingly am forwarding my resignation today."

### Agents Tell of Fee.

Mr. Hanford, explaining his firm's connection with the transaction, said that the leasing of the offices had gone through as a matter of routine business.

"We were greatly surprised," he added, "when we were told on Oct. 1 last year, when the leases were signed, that 'a broker was involved' and that we would have to pay him. The order came from our bosses in the building, the New York Title and Mortgage Company, but we mailed a check for \$930, the full brokerage commission, to the order of F. C. Lemmerman, Inc., at 163-18 Jamaica Avenue, Queens, on that date.

"That was on Oct. 1. On Jan. 8 of this year we received a check from Mr. Lemmerman, drawn on his own account, for the full amount of our check."

Mr. Blanshard had no comment to make yesterday afternoon when informed of Mr. Lemmerman's resignation. It was believed that the resignation ended the matter as far as he was concerned.