

THE BIGGEST THERE IS IN THE CITY

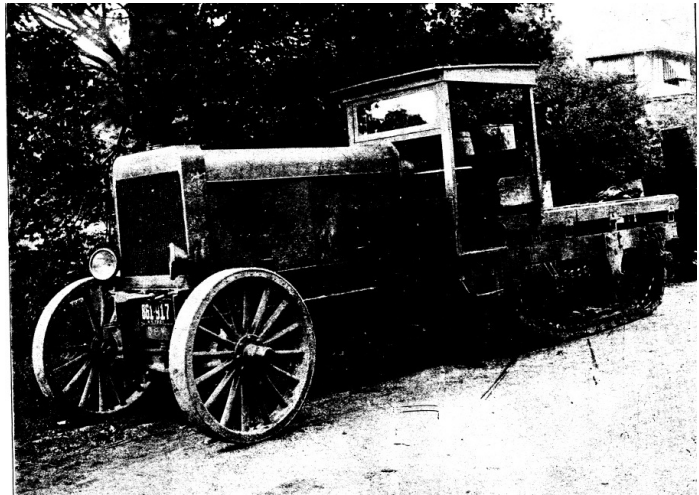
The strange legal battle of the Peckworth Lombard

Terence Harper
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(Unpublished)

"The Biggest there is in the city" answered Mr. C.H. Peckworth¹ as he sat in the witness stand on June 21, 1921.

In 1920 the City of New York's Borough of Queens purchased a used Lombard tractor for their municipal works. In answer to their ad they found and purchased a used 100 hp 10 ton Lombard from Mr. Charles H. Peckworth for the sum of \$6,950.00.

Shortly thereafter the city comptroller (bean counter) figured out that the tractor had not been purchased via a competitive bid. Claiming that the price was inflated, he refused to pay. Needless to say Mr. Peckworth (the seller) was not amused and promptly filed a legal challenge and the battle was on.



Plaintiffs Exhibit No. 1: The Lombard in question
Terence F. Harper Collection

This swirl of paper, accusations, and lawyer bills centered around one 10 ton Lombard tractor (No. 164). In August 1918 Mr. Charles H. Peckworth purchased a new 10 ton Lombard tractor from the Manhattan Motor Company for \$9,470.00. Upon delivery Mr. Peck rented it to the U.S. Army for use at Camp Upton and Camp Mills for \$50.00 per day plus costs. In fact it was delivered directly to Camp Upton from the factory in Waterville, Maine.² A little over three months later, after the completion of its work with the Army, it was returned to Mr. Peckworth who then performed an extensive overhaul of the tractor to the tune of \$1,794.10. Under cross examination Mr. Peckworth stated that the labor cost was inflated due to war time labor rates. It was also revealed that he had been reimbursed 100% for the cost of the repairs as stipulated by his rental agreement with the Army.

It's rather interesting that a tractor would require this level of repair (see Exhibit 3) as a result of such a short period of use. Mr. Peckworth clarified this when he stated that the heavy repairs were required due to the tractor being operated nearly "around the clock" in a sand pit without proper lubrication and care.

After the sale to the City of New York in February of 1920 it was delivered to Asphalt Plant No. 3 in Glendale, Long Island as requested by the City of New York and put to good use. In fact one witness testified proudly how it was the largest tractor in New York! Though another witness for the defendant tried to down-play this by claiming the tractor was unsatisfactory because the lags "marred" the asphalt. (there's a big surprise!) According to the records, the jury started deliberations at 12:17 p.m. and returned a verdict in favor of the plaintiff (Mr. Peckworth) at 12:37 p.m. with a verdict of \$7,488.83 (purchase price plus interest) owed to Mr. Peckworth.

While I am sure this experience was very stressful for Mr. Peckworth, from the perspective of a historian his tribulation has provided a wealth of information. For instance we know for beyond doubt, thanks to testimony of a

¹ Supreme Court of the State of New York, C.H. & R.C. Peckworth Incorporated against the City Of New York, June 21, 1921

² Lawrence M. Sturtevant, "List of Gasoline machines made & sold at Waterville, Maine"

former Lombard employee, that Lombard tractors were in fact assembled at the Elizabeth, N.J. facility run by James Barron.

Unfortunately tractor No. 164 does not appear in the surviving records though interestingly there is a record of a tractor No. 2043 which was sold by James Barron Corp. to the Camp Upton Quartermaster on August 19, 1918. Could this be the same tractor since it was indeed delivered directly to Camp Upton? For a number of years Barron was an exporter and sales agent for Lombard and shipped tractors to such places as the Dutch East Indies, Guatemala and Russia. There is a wonderful photo of a Lombard tractor with a Holt tractor on the back slogging through jungle mire.

Interestingly during the trial the defendant (City of New York) tried to claim that the tractor wasn't suitable for the type of work the required of it. However by 1927 Lombard was catering to the municipal and construction market with the model CS-88. This was powered by a huge Climax Engineering 4 cylinder engine (6"x7") and rated for tons with special order versions rated at 20. Unfortunately for Lombard they were late comers to a market which was rapidly embracing holt type tractors and rubber tired trucks.

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Plaintiff's Exhibit 2. 228

Order to Deliver Tractor.

This Copy of Order to Be Retained by Vendor
The City of New York

Dept. President, Borough of Queens.
Messrs. C. H. R. C. Peckworth, 1170 Broadway, New York City, N. Y.

Please furnish and deliver the following directly to Asphalt Plant No. 3, Sybilla St. & Ursula Pl., Glendale, L. I., Bureau of Highways.

All goods are to be billed at the prices agreed, which include delivery charges to place designated. Invoices in quadruplicate and in customary commercial form must accompany each completed delivery. In case of daily or weekly deliveries on monthly orders or partial deliveries for other reasons, the Comptroller's copy of this order must accompany the last delivery. 229

GENERAL PLANT EQUIPMENT.

Line No.	Quantity	Unit	Description	Price per Unit	Amount or Estimate
700/1920	1	—	100 H. P. Lombard Tractor as per resolution of Bd. of Aldermen. IN THE BOARD OF ALDERMEN		230
			Resolved, That in pursuant of the provisions of section 419 of the Greater New York Charter, the President of the Borough of Queens be and he hereby is authorized and empowered to purchase one 100-ton Lombard Tractor, in the open market without public letting, at a cost not to exceed \$7,100.		231
			Adopted by the Board of Aldermen Dec. 9th, 1919, three-fourths of all the members elected voting in favor thereof.		
			Approved by the Mayor Dec. 17, 1919.		
			(Signed) P. J. SCULLY, Clerk. Charge Expense 1920.		

I certify to the necessity of the above work or supplies, and that the expenditure therefor has been duly authorized and appropriated.
A certificate of the necessity of the above expenditure was placed on file in this Department before the expenditure was incurred.

W. A. SHIPLEY,
Ass't Commissioner of Public Works

This Copy of Order Is to Be Retained by the Vendor

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Plaintiff's Exhibit 3.

List of Renovations and Repairs.

MANHATTAN MOTORS CORPORATION
238-256 West 19th Street
New York City.

Sold to Construction Quartermaster
Camp Mills, L. I.

Shipped to C. H. & R. C. Peckworth
1328 Broadway, N. Y. C.

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Chassis No. Motor No. Model

Date 5-14-21
Invoice No. 8
Our Order No. 340
Your Order No.
Date Delivered
Terms: Net Cash

Description	Amount
Repair Lombard Tractor #160	
229 roller chain rivets	87.02
125 leg or thread pins	177.50
125 Slocking Pins	10.00
1 steering wheel bevel gear	12.96
1 left front adjusting yoke journal	34.16
4 roller chain links	4.04
234 1 Sprocket yoke shaft bearing cover	3.26
1 Steering bracket	10.32
1 Transmission gear shift rod lever	2.75
1 ps. hose	.83
2 hose clamps	.32
70½ ft. high tension and primary wire	7.46
12 staples	.60
3 ¾" Spark plugs	3.00
Misc. material, brass shims, and gaskets	2.36
Transportation and handling charges	18.17
Oil and Grease	.23
100 ¼" x 1 ¼" Cotter pins	1.44
Bolts and nuts	2.55
235 Drilling link	1.00
35 gallons gasoline	9.45
2 head light connections	.50
4 machine screws	.12
100 special cotter pins for caterpillar	4.79
Brass shims	1.30
2 head lamps	6.35
½ gallon Olive green paint	1.80
3 brushes	1.60
Welding tractor parts	16.00
24 5¼" bore ¼" wide special piston rings	16.00
Welding hub of fan pulley	2.70
Repair SR 2 generator	12.51

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Affidavit of No Opinion. 236

Description	Amount
Travelling expenses from Jan. 28th to May 3rd; 33 days.	
2 men carfare	25.80
2 men meals	49.40
Overhauling Lombard Tractor #160	
83½ hrs @ 1.50 per hr.	1247.25
8¼ hrs. overtime @ 2.25 per hr.	18.56
	1794.10

No claim for adjustment will be entertained unless made within ten days from date of invoice.
Only estimates in writing, properly signed by a duly authorized person, will be recognized by this company. 237