1896 RICE WILL ADMITTED IN EVIDENCE BY RECORDER AFTER A BITTER FIGHT.

Important Point Gained by the Prosecution in Patrick Murder Case.

Valet Jones's Brother Not Allowed to Tell of Purchasing Poison in Texas.

After a long and bitter struggle Assistant District-Attorney Osborne succeeded, just before the adjournment until Monday of the Patrick murder trial, in having the Rice will of 1896 admitted in evidence.

William Lafayette Jones, brother to Valet Jones, went on the witness stand to-day, but he was not allowed to testify as to his purchase of chloroform and laudanum for Rice's valet.

Mr. Osborne says Valet Jones wrote to his brother in Texas for the poisons, and that they were sent by mail to him.

It is the contention of the prosecution that this chloroform was used to kill the old millionaire.

Recorder Goff ruled that the prosecution must first prove (if Jones purchased poison) that the defendant received it

The agreement between the Rice heirs and the Rice Institute was put in evidence. It showed that the heirs were to receive $322,000 if they would not contest the 1896 will.

Mr Osborne says that William Marsh Rice's death was hastened by the arrival from Texas of drafts for $250,000 against the aged millionaire.

He also contends that Patrick knew of these drafts, and that if they were paid all the available cash to Rice's credit in New York banks would be swallowed up.

"The conspirators," Mr. Osborne declares, "waited for weeks and weeks for the old man's death, when they might reap the harvest. But when these drafts arrived the situation was desperate.

"In order to secure this $250,000 these conspirators precipitated the end by foul means."

Mr. Osborne claims that the first of these drafts arrived on the day before the old man's sudden death.

It was 11 o'clock before Recorder Goff was ready to proceed with the Patrick murder trial to-day.

Arthur B. Cohn, of Austin, Tex., was recalled to the stand and his examination resumed.

Patrick's attorneys tried hard to get the witness to admit that when he pronounced the Rice signatures to the 1896 will forgeries he had in mind the fact that Capt. Baker had previously denounced them as forgeries. Cohn said he spent one entire morning examining the signatures with the naked eye and with a glass.

On another occasion he spent an hour examining the signatures.

Q. Did you have any other signatures for comparison? A. Yes, there were some checks there

Q. How many? A. About thirty or forty.

Q. Who gave them to you? A. I asked for them for purposes of comparison.

$374,500 Agreement.

At the close of Cohn's testimony Mr Osborne read the agreement between the Massachusetts heirs with the Rice Institute with reference to the will of 1896. The heirs agreed:

First—To withdraw all protests to the probate of the will.

Second—To file no further protests.

Third—To consent to the immediate probate of the will.

Fourth—To set up no claim that the Institute was incompetent to receive the property.

Fifth—To convey all right and title to all real estate to the Institute.

Sixth—To accept H. B. Rice as temporary administrator in Texas.

In return for this the Rice Institute agreed to pay through Davies, Stone & Auerbach to Charles S. McKee, Minerva Olds, Joseph S. Blinn and Fred W. Rice $75,000 each.

To William A. and Charles Rice $7,500 jointly.

Through Hornblower, Byrne and Miller to B. S. Rice, Walter Rice and Charlotte R. Clark, $15,000 jointly.

This would exhaust $322,500. It was agreed that this sum should be deposited within ten days after probate in cash or bonds with the United States Mortgage and Trust Company.

It was also agreed that $52,500 should be turned over to the trust company for counsel fee and whatever balance of this sum was left over should go to W. A. Rice, B. S. Rice, Charlotte Rice Clark and Minerva Belle Rice.

This Would Make Total of $374,500.

It is further agreed that in case the 1896 will should prove to be the last will and testament of the deceased the agreement should be void.

Jones's Brother Called.

William Lafayette Jones, of Texas, brother of Charles F. Jones, Patrick's alleged fellow conspirator, was the next witness.

William L. Jones bears a striking resemblance to his brother, but he has not that pale anæmic appearance of the valet. His face is browned by exposure and his hands are big and hard. His voice, too, is a remarkable reminder of Valet Jones's. It has that tremor which seems to always indicate the possibility of an approaching break-down, and yet the valet trembled along in the same way for fourteen hours on the stand in the preliminary examination without giving way.

When his name was called the courtroom tittered, for Mr. Osborne only called him Jones. The audience thought he meant the valet and there was disappointment when the identity of the new witness was disclosed.

"I live on a farm," he said, "but run a schooner in Buffalo Bayou and Trinity River. I have a brother C. F. Jones."

Q. Did you receive a letter from your brother in 1900? asked Mr. Osborne. A. Yes; I received one letter and then I went to Galveston and there visited a drug store.

At this point the defense objected strenuously, claiming that the District-Attorney ought to prove conspiracy before he brought out this information.

Went After Chloroform.

The Court overruled the objection.

"I went to the drug store of J. J. Schowitz," said the witness. "It is on Market street."

Q. What did you get there?

"We object!" shouted Patrick's attorneys.

Mr. Osborne said that in a case of poison it was necessary to show that the defendant had the poison. He said he was sure the Court did not fully understand what he expected to prove by the witness.

"So far," said the Recorder, "there is no evidence to show that the material which killed Rice was ever in the possession of the defendant."

District-Attorney Osborne made a resume of the evidence to show that a conspiracy had been established in order to get the witness's testimony before the jury.

The Court refused to let the witness testify further at this time, and he was accordingly ordered from the stand with his story left untold.

"When did you receive this letter from your brother?" asked the Recorder of Jones.

"About the middle of July, 1900," answered the valet's brother.

"Mr. Osborne," said the Recorder, "I have not changed my opinion. The evidence cannot be allowed at this time."

Jones, it is claimed by Mr. Osborne, purchased chloroform in Galveston and sent it by mail to his brother, Valet Jones.

Henry Oliver, manager of the Merchants and Plants' Oil Co., of Houston, Tex., testified that he knew W. M. Rice.

Before Rice's death the company in which Rice was largely interested had sustained two disasters, one by fire and one by storm. He had correspondence with Rice during the year 1900 and just before his death he received a letter from him on business.

Letters After Death.

Q. Did you receive a letter from him after his death?

"Not after his death," said Patrick's attorney.

"Yes," said the District-Attorney, "strange as it may seem we will show you that letters were sent after his death."

Mr. Osborne asked the witness if Mr. Rice did not usually loan the mill $250,000 every fall in the usual course of business, but the defense's objection was sustained.

The letter received by the witness from Mr. Rice was identified by him, as were also two telegrams. They were marked for identification and the letter was then offered for evidence. It was objected to.

"I propose to show," said Mr. Osborne, "that Mr. Rice intended drawing out his cash balance and that one of the drafts arrived in New York on Saturday."

The Court held that it was not admissible at this time.

Q. Did your company send any paper to New York? A. Yes, sir.

Q. When? A. Sept. 19.

Q. What was it? A. A draft.

The draft was identified by the witness. It was offered in evidence but ruled out.

All Forgeries.

After recess the direct examination of Witness Oliver was resumed.

He said that the signatures to the Swenson checks were not in the handwriting of Rice. He also pronounced as forgeries the Rice signatures to the cremation letter, the Fifth Avenue Trust Company Assignment and Deposit Vault revocation.

The Rice signature to the 1893 will he pronounced genuine.

This paved the way for the District-Attorney to attempt again to get in evidence the will of 1896, but once more it was ruled out by the Recorder.

Witness admitted that he had not seen Mr. Rice writ since 1897.

The witness was asked if he received a letter later than the one dated Sept. 14, but he said he could not remember. He had a faint recollection that he had received such a one.

A Mysterious Letter.

Mr. Moore then produced a letter and asked the witness if he recalled having received it.

"This is not addressed to me but to the company," remarked the witness as he took it.

Q. Was it forwarded to you. A. I don't think so.

Q. Don't you know it was? A. No, sir.

Q. Is that Mr. Rice's signature? A. I think it is.

Much interest was evinced to know how this letter came into the possession of the defense. It was not read.

Mr. Moore said he would not offer it in evidence for the present. The letter presumably was in relation to the loan.

Judge Thomas W. Ford, of Houston, Texas, was next called. He is a lawyer, he said, and had known Patrick ten or twelve years. He also knew Rice and went to see him on Sept. 6, 1900. He had a conversation with him at that time.

The witness testified that after leaving New York he went to Houston, where he saw Capt. Baker. He was not allowed to tell what he told Baker.

He Met Patrick.

While in New York he met Patrick by accident at the Hotel Marlborough. He talked with Patrick. It was in August, 1900.

"I asked him how he and Holt were getting along in that litigation.

"He said they were getting along very well. We conversed about Mr. Rice, recalling some of the old gentleman's peculiarities. In substance I said that Mr. Rice was a wonderful man who, while not robust, held on to life with great tenacity.

Q. Did Patrick tell you he intended to take any further testimony in the fall? A. No, he said he was through taking testimony.

Q. Did Patrick tell you he had ever done any business for Mr. Rice? A. He did not.

Q. Did he tell you he was Rice's attorney or intimate friend? A. He did not.

Q. Did he tell you he was a friend at all? A. No, sir.

"Take the witness," said Mr. Osborne.

"Did Patrick tell you that he was in a conspiracy to kill Mr. Rice?" demanded Mr. House, jumping to his feet.

"No, sir."

"That's all."

"You would not expect him to do that," put in Mr. Osborne softly.

"You could expect him to do a lot of things that you are trying to prove he did," retorted Mr. House hotly.

William Rucker, an attorney of Groesbeak, Texas, succeeded Judge Ford on the stand.

An Intimate Friend.

He knew Mr. Rice and was an intimate friend.

From 1893 and to the time of his death he looked after Mr. Rice's real estate interests in Northern Texas, when the latter owned 20,000 acres of land.

"I frequently saw Mr. Rice write," said the witness. "I saw him write checks often. Frequently he wrote them for me for my services."

"Are you the W. G. Rucker mentioned in the will of 1896?" asked Mr. Osborne.

"Yes, sir," replied the witness, with a smile.

Mr. Rucker came in for $5,000 in the 1900 will.

When that instrument was shown to him and he was asked if the signatures were written by Rice, he said:

"It is my judgment they were not."

Signatures Forged.

In turn he was shown all the disputed handwriting and pronounced Rice's signatures forgeries.

Lawyer Rucker knew Patrick. He went to school with him at the University of Texas, but he never knew of Patrick representing Rice or having any legal relations with him.

"How much did you receive per annum, Judge Rucker?" asked Mr. Moore in the cross-examination.

"There was no set sum," answered the witness.

Q—How much did you receive the last year before Mr. Rice's death? A—I expect about $1,000.

Q—And the year before?. A—Oh, between $700 and $800.

Q—Since his death have you been looking out for his lands? A—Yes, sir.

Q—Have you been paid for these services? A—Yes, sir.

Q—By the Rice Institute? A—No, sir.

Q—By Capt. Baker? A—Something from Capt. Baker as the administrator of the estate.

Q—You are a friend of Capt. Baker? A—Yes, sir.

Q—You participated in the general desire of the Houston public to have the estate distributed there? A—Oh, I don't know about that.

Mr. Osborne brought out the fact that H. B. Rice succeeded Capt. Baker as temporary administrator of the estate and that since that time he had paid the witness his fees.

Nephews Testify.

Frederick L. Blinn, from Houston, Texas, was the next witness called. He is a grand nephew of the deceased. Mr. Blinn testified that during the last years of Rice's life he had visited him once a month and that he saw him last on Sept. 1, 1900.

Q. Did you ever see Albert T. Patrick before the day of the funeral? A. I never did.

Q. What was the physical appearance of Mr. Rice when you saw him last? A. He looked about as usual.

No questions were asked him by the defense, and William M. Rice, jr., another nephew, was called.

Mr. Rice testified that he lived in Hyatt, Texas. He testified to the most intimate relations with his uncle. The old man sent him to Princeton. At the time he lived at Dunellen, N. J.

The witness testified to seeing Patrick in the Tombs when he came on after his uncle's death. He served a notice on him in the Tombs. Patrick carried the paper to Mr. House, who remarked that there was no answer.

A copy of the notice was produced and offered in evidence. Objection was made and sustained to its admission.

This notice was from Rice as one of the executors of the will of 1896 to produce the will of 1900 for probate.

The witness swore that all the disputed documents were forgeries; also that he never knew Patrick to have any relations with his uncle.

In the cross-examination Mr. House followed the usual tactics in trying to show that the opinion of the witness as to the disputed signatures came through the influence of Capt. Baker and the handwriting experts employed by Capt. Baker.

A $24,000 Benefit.

The witness admitted that his firm was indebted to W. M. Rice, sr., at the time of his death to the extent of $24,000.

He was asked if the 1900 will were not probated, would his firm not be released from the indebtedness.

This question was asked in a half dozen different shapes before the prosecution would permit an answer.

He answered finally in the affirmative, provided that the will of '96 was probated.

After having made this answer the witness said he did not think he understood the question. Mr. House then put it this way:

"If the will of '96 is probated, you will not have to pay the $24,000?"

The witness replied that he would not, and Mr. Osborne once more offered the will of '96 in evidence on the basis of this question.

The Recorder told him to wait until Mr. House was finished.

Mr. House asked how much the Texas heirs were to get.

"Seventy-five thousand dollars," was the answer. "The agreement is being circulated among the heirs for signatures now," he added.

A Point for Patrick

The witness said there were nine Texas heirs who would share in the estate.

Lawyers for Patrick spent much time in bringing out the fact that the $75,000 to be paid the Texas heirs was exclusive of the $24,000 which the witness and his brother, Col. J. S. Rice, owe the estate of his uncle and which was to be discharged if the 1896 will was probated.

Recorder Goff again refused to allow the prosecution to introduce the 1896 will.

Then Mr. Osborne asked the witness whether he got more in the will of 1896 than in the will of 1900.

To the intense delight of Patrick he answered that he got more under the former.

As the contention of the prosecution has been that every person named in the will of 1896 got more under the alleged will of 1900, this admission of Mr. Rice's nephew was hailed by the defense as a strong point.

WOMEN AT THE PATRICK TRIAL.

AGREEMENT MADE BY HEIRS OF W. M. RICE.

First—To withdraw all protests to the probate of the 1896 will.

Second—To file no further protests.

Third—To consent to the immediate probate of the will.

Fourth—To set up no claim that the Rice Institute was incompetent to receive the property.

Fifth—To convey all right and title to all real estate to the institute.

Sixth—To accept H. B. Rice as temporary administrator in Texas.

In return for this the Rice Institute agreed to pay the following:

To Charles S. McKee, Minerva Olds, Joseph S. Blinn and Fred W. Rice $75,000 each	$300,000
To William A. Rice and Charles Rice, jointly	7,500
To B. S. Rice, Walter Rice and Charlotte R. Clark, jointly	15,000
To the U. S. Mortgage and Trust Company, for counsel fees	52,000
Total to prevent a will contest	$374,500

"SNOW KING" IN SCANTY ATTIRE.

PARETIC STARTLED HOTEL GUESTS.

Rushed into the Ladies' Parlor, and There Was a Wild Scramble of Women to Escape.

Clad only in a nightshirt, Gabriel Brosser dashed out of the Curtis apartment house in West Thirty-sixth street and made for Broadway.

Brosser kept on until he reached the Marlborough Hotel. He then turned into the "ladies' entrance."

Through the hall and into the ladies' parlor he raced. There he stopped for a moment, capering about in his scanty attire.

Quite a number of women were in the parlor at the time. They fled, screaming with terror.

Then he suddenly changed his mind and dashing downstairs rushed into the barroom.

"Ha! ha!" he cried to the astonished bartenders. "I am the snow king. Gimme a pousse cafe, a creme de menthe and a glass of beer in a hurry else I will freeze you with my blizzard breath."

Brosser was at once seized and wrapped in a blanket. Then an ambulance was summoned from the New York Hospital.

Brosser is a paretic. He has been under treatment by Dr. Thompson for this trouble and a nurse has been with him constantly.

WHOLESALE VACCINATION.

30,000 Children in Brooklyn Parochial Schools to Be Inoculated.

Thirty thousand school children in attendance at the 500 parochial schools in the Diocese of Long Island are to be vaccinated at once.

A corps of physicians from the Health Department of Brooklyn will visit each of the schools and all children who have not recently been inoculated will have to bare their arms to the lancet.

Bishop Charles E. McDonnell and Dr. Raymond, of the Brooklyn Health Bureau, had a long conference to-day and plans for the work were arranged. The work will be done at no expense to the pupils or their parents.

B. R. T. RE-ELECTS OLD DIRECTORS.

OUT OF 450,000 SHARES 349,000 WERE VOTED ON.

Rumored Application for a Receivership Was Not Discussed at the Meeting.

At the annual meeting of the Brooklyn Rapid Transit Company at the offices, No. 168 Montague street, this afternoon the old Board of Directors was re-elected without opposition.

The Board is composed of:

A. N. Brady, J. L. Greatsinger, A. R. Flower, E. H. Harriman, H. H. Porter, W. G. Oakman, R. Somers Hayes, August Belmont, Henry Seibert, J. G. Jenkins, D. H. Valentine, H. C. Duval and T. S. Williams.

Of the total stock issue of 450,000 shares 349,000 were voted on.

The report of an application for a receiver was not discussed.

Not an Enthusiast.

(From the Chicago Post.)

"Is he a golf enthusiast?"

"Oh, no. He pretends to be, but he isn't."

"How do you know?"

"Why, he gives up playing when the thermometer gets down to zero."

ONE ON THE BOYS.

Mother Rather Got the Start of Them.

Sometimes the mother plays a turn on the young people and greatly to their benefit. A young lady in Memphis, Tenn., Miss B. Dye, of 222 Carroll Ave., comments in an interesting way about the harmless little deception her mother played upon one of the family during the summer.

She says: "Every member of our family could write a testimonial about Postum Food Coffee and what it has done for us. Father has really been made over since quitting coffee and using Postum, but I must tell you about brother.

"When he came home from college last summer he was thin and looked dreadfully. We questioned him about his food and drink. He said he drank coffee. 'Of course I can't get along without a good cup of coffee three times a day.' Mother did not say anything to him but made Postum for him just the same, and at the next meal he complimented her on the coffee. Several times he said, 'Now, if I just had such coffee as this at school I could make better averages in my studies.'

"So during the whole summer he drank Postum, thinking it was strong coffee, and we could all see from day to day how much he was improving in health. His complexion gradually cleared up and he gained in every way. When he went back in the fall mother told him the secret she had kept for over three months and put several packages of Postum in his trunk.

"You may depend upon it the lesson was one he will never forget. My younger brother quit coffee about a year ago and has been using Postum Food Coffee, and he has been built up from a regular invalid until he is now a fat, rosy-cheeked boy, full of life and fun. Just the other day he remarked he was getting along so much better in his studies than ever before, and he wondered what caused the change. Mother remarked, 'It is Postum.'"

World Wants Point to Success

591 Paid Help Wants in this morning's World.

BUT

279 Paid Help Wants in the 13 other New York papers combined.

AGENTS	16	KITCHENWORK	5
BONNAZ	5	LAUNDRESSES	3
BOYS	45	MACHINISTS	3
BUTCHERS	14	MEN	5
CANVASSERS	3	MILLINERS	4
CARPENTERS	4	NECKWEAR	6
CHAMBERMAIDS	6	NURSES	7
CLERKS	5	OPERATORS	33
COMPOSITORS	12	PIANO HANDS	4
COOKS	14	PORTERS	6
CUTTERS	3	PRESSERS	6
DISHWASHERS	8	PRESSMEN	3
DRESSMAKERS	7	SALESMEN	16
DRIVERS	7	SEAMSTRESSES	3
DRUG CLERKS	10	SHOPMAKERS	6
ELEVATOR RUNNERS	4	TUCKERS	5
EMP. AGENCIES	5	UPHOLSTERERS	3
ENGINEERS	4	WAIST HANDS	6
FEEDERS	7	WAITERS	3
GIRLS	14	WAITRESSES	7
HOUSEWORK	67	MISCELLANEOUS	197
JANITORS	7	TOTAL	591

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Everything that is in Vinol is plainly printed on the label of each package. We know Vinol is a splendid preparation for tired, pale and weak women and children, old people and all persons who are run down, nervous or losing flesh. We are satisfied that Vinol is the best tonic reconstructor we have ever sold, and in many cases we have been able to see for ourselves the wonderful results it brings about. Remember that we guarantee Vinol and refund the purchase money to all who are not satisfied.

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Solid Gold Class Ring, Turquoise and Garnet or Garnet and Pearls **$4.00**

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Solid Gold Class Ring, chased or engraved figures, **$1.75**

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CANDY

GENESEE CREAMS is the name of this week's special. Cubes of French fondant cream, with the addition of chopped lemons and oranges, raspberry, strawberry and pineapple juices. Can you imagine a confection more palatable? On sale FRIDAY only ... lb. 10c

CHOCOLATE EGYPTIAN CARAMELS.—Made in 1ich squares of rich cream, Baker's chocolate and the very best table butter. An excellent candy and a welcome special. On sale SATURDAY only ... lb. 10c

FRIDAY AND SATURDAY.

SANBLAS JELLY COCOANUTTIES.—Made of melon sugar cream, with a filling of fruit jelly and coated with pure shredded Sanblas cocoanut ... lb. 10c

BUTTER PEANUT BRITTLE.—Incomparable in quality and perfection ... lb. 18c

ASSORTED FRUIT AND NUT CHOCOLATES.—A matchless variety of the most desirably chocolate-covered sweets, each a gem ... lb. 15c

SCOTCH KISSES.—Dainty marshmallows with a thin crisp coating of butter scotch. Packed in appropriate Scotch plaid boxes ... lb. 19c

GLACE CHERRY FUDGE.—An absolutely new creation. Peerless in its eating qualities and richness ... lb. 21c

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