CZAR FACING CRISIS CALLS FOREIGN ENVOYS

Gives Notice that Their Presence Is Necessary Now in Russia.

SIX HURRYING THERE.

Vladivostok Forces Mutiny While Guns Are Trained on Sebastopol.

ST. PETERSBURG, Nov. 27.—5.10 P. M.—On account of the critical nature of the situation all the foreign Ambassadors who were absent on vacations are hastily returning. M. Bompard, the French Ambassador, arrived to-day, and the Spanish and Italian Ambassadors are on their way here.

Herr Von Schoen, the new German Ambassador (formerly Minister at Copenhagen), will arrive here Dec. 10, and the Austrian-Hungarian Ambassador is cutting short his leave of absence and will return immediately.

Ambassador Meyer, who is now in England, is expected to arrive here soon.

It is understood that the Russian Government has given an intimation to the foreign powers of the advisability of the presence of their Ambassadors during the present crisis.

VLADISVOSTOK, Nov. 27.—The Russian prisoners returning here from Japan are in such a state of mutiny because it is impossible to immediately ship them back to Russia, that it became necessary to form a camp where they are under guard.

There was a tragic uprising Saturday at the camp, on Cape Chouknin, where a thousand prisoners from Port Arthur are confined. A drunken soldier who refused to salute an officer was sabred on the spot whereupon his comrade rushed at the officer, who escaped to the Officers' Club where he was joined by four other officers who made a hard fight for their lives with revolvers against the infuriated men, but before the arrival of a squadron of Orenburg Cossacks, who were hastily summoned, three of the officers were killed and one was terribly beaten.

About twenty men were killed or wounded in the struggle.

ST. PETERSBURG, Nov. 27.—The situation at Sebastopol is represented to be improved, the Brest regiment which went over in a body to the mutineers having returned to its allegiance and joined the Bielostok regiment.

Guns command all the entrances to the city from Admiralty Point, where the mutineers are quartered and the sailors are virtually prisoners, there The battleship Pankelemon, (formerly Kniaz Potemkine), and the cruiser Otchakoff, are in the bay and in control of the mutineers, who have placed their officers under arrest.

It is rumored here that Vice-Admiral Chouknin is parleying with the mutineers offering to accede to all their demands relative to the improvement of the service conditions.

ALDERMAN WANTED TO USE HIS FISTS

McCall Threatened an M. O. L. Leader During Canvass of Return

Alderman John T. McCall created a lively scene in the Aldermanic Chamber this afternoon by threatening to punch John J. Collins, M. O. P. leader of the Twenty-eighth Assembly District, in the nose for looking over his shoulder as the vote of the Twenty-eighth district was being canvassed.

McCall had beaten Herbert Slattery, the Republican and M. O. P. candidate for Alderman in the Thirtith Aldermanic district, by forty odd votes. No love has been lost between McCall and Collins.

Collins was standing near McCall, looking over the shoulder of Chairman Dooling, while the votes of his district were being canvassed. Dooling asked Collins to step aside, and at the same time saying something to McCall. The Alderman swung around on Collins and said:

"I know you, you dirty sneak and cur. You are a yellow dog. For two cents I'll punch you in the nose."

"It would take a man to do that," replied Collins, quietly, "and you're not even an imitation of a man."

McCall jumped to his feet and rushed at the M. O. P. leader. Alderman Boylan and Morris threw themselves between the two men and dragged McCall back into his seat. Collins then walked around to the other side of the table remarking that he had seen enough to assure him that his man Slattery had been robbed of the Aldermanic election. He announced that he would begin an action at once calling for the opening of the ballot boxes in the Twenty-eighth Assembly District.

DROPPED DEAD IN A FIFTH AVENUE STORE.

John Finley Suddenly Expires as He Is Conversing with His Brother-in-Law.

John Finley, a brother-in-law of Walter Sanford, of the tailoring firm of Sanford & Sanford, No. 178 Fifth avenue, dropped dead of heart disease in the office of the concern to-day an hour after he had gone to work.

He was sixty-four years old, and lived with his wife and children at No. 68 West Ninety-ninth street. He was talking to his brother-in-law when stricken, and died before medical assistance could be summoned to his relief. He had been employed in the establishment for several years.

PERKINS TELLS OF CASH PAID FOR HAMILTON AND JUSTICE M'CALL

Asserts that J. P. Morgan & Co. Paid $60,000 of N. Y. Life Profits to Make Up Notes of "Andy" and E. E. McCall.

(Continued from First Page.)

head, the bulging brow overshadows all else and he looks like a study of "Meditation," or "Contemplation," or "Genius on the Job."

That was the way he stood when Mr. Hughes began the vivisection to-day. Mr. Perkins has one of those voices that go with "youths" and small men's sizes of suit, but he roared loudly and at times almost convincingly when the probe was thrust in and turned around. When he was asked how he could explain the drawing of certain checks on J. P. Morgan & Co., the way he shouted "I don't know!" rattled throughout the chamber.

Then he grew excited and waved his arms. At other times he slapped the table with both hands. He walked up and down the platform, peeping at the crowd from below that bulging frontal bone. When he made his answers particularly emphatic he smacked his hands together and rolled his head about. From the drop of the hat until he was dismissed and a mild-mannered bookkeeper was called he was the most energetic witness that has appeared so far. He said nothing about "the letter from father," but he showed the same old energy that may have caused Mr. Hughes to book him for this return engagement.

Little Light from McCall.

President McCall's explanation of the Morgan-"Andy" Hamilton transaction didn't explain nor could he throw any light on the notes of his brother, E. E. McCall. He believed that the money was for Hamilton's expenditures on behalf of "the Bureau of Legislation and Taxation," but he swore he didn't know what the expenditures were for. He had an arrangement with "Andy" Hamilton whereby Hamilton was to receive five per cent. on all money less than $100,000 spent for "legislation."

McCall said that Depew's "friend from up the river" had been on the payrolls of the New York Life since before he became president. John A. Nichols had been supposed to give Manning $500 a year. The witness said Manning had "a tengent" and could have caused a lot of trouble preaching against tontine policies. However, McCall had always considered Manning an honest man.

McCall swore that he never got a rebate on his own personal insurance. It was a general practice, he understood, for officers to get rebates on their own insurance.

Cabled "Andy" to Come Back.

Copies of a letter and cablegram addressed to "Andy" Hamilton by McCall were produced by the witness. The original had been sent to the fugitive through Vive-President Ingersoll, resident in Paris, and asked Hamilton to give an accounting of all funds paid to him by the New York Life and to come back if he felt well enough. No answer to these communications have been received from Hamilton.

McCall begged Hughes not to ask him who had solicited political contribution from him. The question had been suggested by Assemblyman Cox and was withdrawn.

Theodore M. Banta, cashier of the New York Life, was sworn.

The instant Perkins stepped on the witness stand Chief Counsel Hughes asked him if he was insured in the New York Life.

The question brought out a confession from Perkins that he himself had been a rebater.

The case in which the rebate was obtained was a policy taken out in 1901 through an agent named Maurice Weyl.

"It was a special arrangement," explained Perkins—"entered into as a reward to the agent for good work. There was a competition on. I got the commission on the policy and the renewals—one or two, I think.

"I didn't think he was entitled to the commission. I didn't want to give him any advantage over other agents."

"But don't you think you gave this agent an advantage over other agents when you gave him this insurance?" asked Chairman Armstrong.

Perkins didn't think so.

Mr. Hughes—I read from a New York Life form, under the head of "Remarks:"

"I have not made any proposal to or agreement with any one whereby the applicant or any other person has received or is to receive, directly or indirectly, in settlement of the premium on the proposed insurance, any commission or rebate from the full, regular premium, according to this company's table of rates.

"I further declare that I have not paid or allowed, or offered to pay or allow, or agreed hereafter to pay or allow, and I agree that I will not hereafter pay or allow, either directly or indirectly, any rebate of premiums, in any manner whatsoever, to said applicant or to any other person."

Q. Did Mr. Weyl have to sign a report and statement like that in connection with your application of January 9, 1901? A. I would not consider that he would have to sign it.

Q. Why not? A. Because as I say, I was in the business.

Contradicts Tarbell.

The Hughes probe was now put into the rebate allowed Vice-President Gage E. Tarbell, of the Equitable Life, on a policy of $50,000 which Tarbell testified last week was made through "an arrangement with Perkins." Perkins said that he thought Tarbell was mistaken about the transaction. Tarbell, according to the witness, had insured through a general agent of the New York Life. He had learned that the auditor of the company was paying Tarbell renewals.

Q. And you have been the strongest denouncer of rebating? You have done all you could against, haven't you? A. Yes, sir. But the answer to that question, I think, is that the New York Life hasn't been giving any rebates.

"I am not going to argue with you, Mr. Perkins," said Mr. Hughes, "what you consider a rebate or what you propose to call it now or hereafter. What I am dealing with are the facts as they are."

Down to Dog Fund.

Perkins was asked to state what interest or participation the New York Life had through the New York Security and Trust Company in the United States Steel Corporation syndicate. This is the transaction out of whose profits J. Pierpont Morgan paid "Andy" Hamilton $60,000.

Perkins snapped on the bit as he did when he was on the witness stand before, and produced a long memorandum which he said he would read.

"No you won't, Mr. Perkins," said Mr. Hughes. "We shall proceed regularly by question and answer and get the facts out in that way. We haven't the time to listen to long memorandums."

"But it will only take five minutes," argued Perkins, thoroughly abashed.

"You will proceed regularly and without speeches or arguments of any kind."

"I shall submit under protest, Mr. Hughes. I have no other recourse."

"You will answer my questions, Mr. Perkins."

"But I have been criticised about this matter very severely and I think you should permit me to read the statement."

But Mr. Hughes was obdurate and forced Perkins to the bat.

Perkins avowed that the New York Life had not been committed to the steel transaction in any way. The New York Security and Trust Company was given the registrarship of the syndicate. He declared that he had simply used the trust company for the benefit of the New York Life, the only understanding being that the New York Life should continue as a depositor with the trust company during the pendency of the syndicate.

Q. Was there any guarantee on the part of the Trust Company? A. No, sir.

Guarantee Already Introduced.

There was introduced on Friday last in the evidence a letter reciting a guarantee as between the responsibilities of both Trust and Insurance Company.

Q. Did the New York Security and Trust Company retain for itself the other $300,000 of the six million steel participation? A. I don't know what it did with that. I had the allotment arranged; what they did with the rest I don't know. The New York Life had no connection with that.

Q. That amount of two million four hundred thousand dollars was fixed as the interest of the New York life—was that it originally? A. Approximately that; it was an interest I was to control in such manner as I thought proper for the New Yok Life.

Q. Was that matter brought before the Finance Committee of the New York Life? A. It was informally, but was never on the record; they were careful not to have any records about it.

Q. Now, why were they careful not to have any records about it? A. Because the New York Life was not going into the Steel syndicate.

Q. Why not? A. It had no business to.

Q. Why? A. It would not have been proper.

Q. Why not? It was a stock transaction.

Q. But you were holders, even in 1901? A. We had agreed not to acquire any stock after that date, and that date was after this time.

Q. You did not feel free to go into the United States Steel Corporation? A. No, sir, not in this way.

Don't Need Record for Facts.

Q. We do not apparently need your record to get at the facts? A. No.

Q. Why did not the records square with the facts? A. Because the New York Life did not take any action. Mr. Hughes, our records do square with the facts.

Q. Where is there any record in the minutes of your Finance Committee or the board records relating to this? A. Where is there any record that the New York Life did anything or took any risks or went into the Steel syndicate?

Q. Is there any record in your minutes relating to this transaction? A. No, sir; not that I know of.

Q. Did all the members of your Finance Committee know of it? A. All of them in general conversation knew of it—all the members of the committee at that time.

Q. Did Mr. Claflin know of it? A. Yes, sir; he was very proud of it, as I believe we all were.

Q. Did Mr. Randolph know of it? A. Yes, sir.

Q. Did Mr. McCall know of it? A. Yes, sir.

Q. Who were the other members? A. Mr. Langdon, Mr. Morrison and Mr. Grace, since dead.

Q. And did they agree that this should not appear on the minutes? A. Yes, sir.

Q. What was on the minutes of the New York Security and Trust Company in regard to this matter? A. I don't know.

His Chicago Friend.

Q. Who put up the fifty thousand you had for your friend in Chicago? A. I don't recall whether he sent checks for that or whether the Trust Company made the payment; there was only one payment of twelve per cent.; there never was but one made on the syndicate, so that is a very small matter.

Q. Did it put up the money for Mr. Payn's interest, $25,000? A. No, it did not.

Q. It put up the amount of $2,375,000, which includes the $50,000 given to your friend because there is the interest charged for it? A. Yes, I think it did; it would seem so; and they charged interest at four per cent.

Q. So that out of the total profits received on the subscription interest at four per cent. was first charged before taking the net profits for division? A. It would appear so, yes.

Q. Then out of the balance or net profit 25 per cent. was retained by the New York Security and Trust Company and the remainder was paid over to the New York Life Insurance Company? A. Yes, sir.

Promise of Business.

Q. Now, what was said about the New York Life Insurance Company maintaining a deposit with the New York Security and Trust Company during this period? A. There was a general conversation about it, and, as I have stated, we agreed not to disturb the regular course of business we were conducting then with it.

Q. You understand perfectly well the fact that the deposits were not to be disturbed, but one of the reasons they were willing to put up the money? A. Hardly that; the fact that we were doing a large business in deposits with the Trust Company that I was bringing to them—the whole trade together made it advantageous for them to do it that way.

Q. This was a very profitable syndicate, wasn't it? A. Yes, sir, I am very pleased to say it was.

Q. The most profitable in which the New York Life ever had an interest? A. I can't say that.

Q. Why didn't you include that in the statement of participations which was handed to the Committee? A. Because it would not be a correct statement if we had put it on.

Why It was Left Off.

Q. Although you had 70 per cent. of the profits you didn't have the participation? A. We didn't have the participation.

Q. Is that the reason you left it off? A. Yes, sir.

Q. You were authorizing in the Finance Committee a payment of $2,179.69. Why did you not enter that in your minutes? A. Because we noted it here, and it says it was informally authorized and reported, and as I said several times, we were not committing ourselves to have an interest in this syndicate.

Q. You thought that putting in the minutes that you were authorizing the payment of $2,179, was inadvisable, although you were making the payment? A. I think in the developments of the last two or three months it would be inadvisable, because it would have been turned against us.

Cox Asks for Light.

Assemblyman Cox: I do not understand why they made that payment of $2,100 if they were not liable?

Mr. Hughes tried to explain the matter to Mr. Cox.

Assemblyman Cox: Why should that call be honored when the original transaction did not provide for any payment on the part of the New York Life?

Mr. Hughes: Perhaps Mr. Perkins can explain that.

The Witness: I suppose it was the last little end of this transaction. We had received a quarter of a million profits on it, and I suppose it was Mr. Randolph's way of finally adjusting these little details.

Assemblyman Cox: Is that the only explanation?

The Witness: It was some adjustment of the account between the treasurer's office and the trust company.

Mr. Randolph: Will you read the whole note, Mr. Hughes?

Mr. Hughes reads: "Informally authorize repayment of above amount out of funds heretobefore received from same interest—not to be noted in the minutes."

Not a Question of Words.

Q. The matter is much more important than the mere training of words. The point is, as I understand it, you have received a syndicate participation in final settlement of the profits of the original syndicate. That is, the syndicate participation in the bond conversion syndicate, and you paid the check. A. The Trust Company received that.

Q. Going a little further with this bond syndicate, it appears that when that was settled up you got $43,000 in bonds of the United States Steel Corporation, did you not? A. So it appears; yes, sir.

Q. In what book, or whereabouts, was there any entry that the New York Life Insurance Company owned the $43,000 of United States Steel bonds? A. I am not the bookkeeper, so I can't answer.

Q. Well, the bookkeeper is here; can he inform us?

Everybody Passes It Up.

Mr. Mattison—They were non-ledger assets, and consequently did not appear on the ledger—non-ledger means not on the ledger.

Mr. Hughes—That is very clear (laughter). Q. Not appearing on the ledger, did they appear anywhere else?

Mr. Mattison—They appeared in our bond book.

Q. Have those been disposed of? A. I refer you to Mr. Randolph.

Q. Are they included in this list of sales of securities that has been furnished the committee? A. I presume not, because they were not among the ledger securities of the company.

Q. To what account have the proceeds of these $43,000 bonds been paid? A. Mr. Randolph will tell you that.

Mr. Randolph—You will have to ask Mr. Mattison for that.

Q. On Dec. 31, 1904, did you report to the Insurance Department that your company owned $43,000 of Steel bonds? A. Well, I should hope not.

Q. As far as you know, you did not? A. No, sir, not to my knowledge, we did not.

Q. As a matter of fact, your company did own them? A. They had been given to us.

Certainly Owned Them.

Q. You owned them? A. Of course we owned them. They were to be placed in our hands and when sold we would credit the profits, which we did.

Q. I show you the report of trust companies, published for the year 1903, and I call your attention to the report of the New York Security and Trust Company. Are you aware that at that time it was obliged to state its interests in syndicates? A. No, sir.

Q. I call your attention to the interest of the New York Security and Trust Company in the United States Steel Corporation Syndicate there—page 643 of the annual report of the Superintendent of Banks, embodying the report of the New York Security and Trust Company, to wit: "U. S. Steel Syn. (S-y-n), book value $371,875. Net cost, ——; deductions, ——; allowed, $371,875." Are you aware that the New York Security and Trust Company only reported that amount as its interest in the United States Steel Corporation? A. No sir; I am not, but I—well, it is not for me to explain, although I think I would know why, if I saw the entry.

Q. Why should they not report the entire amount of this participation, $3,460,000? A. Why, because they never paid any such amount out for it. A syndicate participation receipt, allotment, does not mean that anyone has paid $3,000,000.

Q. How much did they pay, as a matter of fact? A. I should say from memory about $375,000 was all they ever paid.

The Hamilton Payments.

Q. In the letter of Oct. 6, 1902, addressed to Mr. Randolph by Mr. Keeler, the Second Assistant Secretary of the New York Security & Trust Company, $59,310.79 is deducted from the New York Life share of profits as the amount of an account with Andrew Hamilton, and reference is made to arrangements with Mr. Perkins. What arrangements were those? A. Well, in the fall of 1901 President McCall stated to me that in connection with moneys expended on behalf of the New York Life he had had the Central National Bank and the New York Security & Trust Company advance Mr. Andrew Hamilton and Mr. E. E. McCall at different times from 1896 to 1901 various sums of money, secured by notes on those gentlemen, and that he would like to have the balance remaining unpaid in both these institutions put into one account, and paid out of subsequent profits that would result from the arrangement between the New York Life and the Trust Companies in the Steel Syndicate transaction.

I therefore arranged with J. P. Morgan & Company to pay the Central National Bank as they did on Dec. 31, 1901, the sum of $40,751.39, and to the New York Security and Trust Company, on the same date, the sum of $15,962.16, making a total of $56,720.55. This sum was carried by Messrs. Morgan & Company without any obligation from Mr. Hamilton or anyone else until it was deducted with interest at six per cent. in October, 1902, from the profits then distributed to the trust company, and a statement was furnished by Morgan & Co. to the trust company, and in turn by the trust company to the New York Life. The result at that time, or the results subsequent to that of the entire transaction between the trust company and the New York Life, was a profit to the New York Life of $436,207.71.

No Actual Investment.

Q. You are talking now of the steel syndicate? A. I am talking now—this was the last transaction, and that was the final result of the New York Life's interest in the trust company's participation.

Q. I was talking about Mr. Hamilton. A. I was just closing up the transaction.

Q. Go on. A. As I have said, this transaction was made without investment of the company's funds, or without being carried as an obligation of any kind.

Q. Coming back to Mr. Hamilton, what were those notes of Mr. Hamilton to Mr. McCall? A. Well, you mean——

Q. What were these notes and when were they made? A. I have them here.

Q. You hand me now the notes taken up by Morgan & Co. at the Central National Bank which have been made by Andy Hamilton? A. Yes, sir, and others.

Q. And Edward McCall? A. Yes, sir.

Mr. Hughes—I offer them in evidence.

Q. What were these notes that were discarded at the Central National Bank by Andrew Hamilton given for? A. I don't know.

Doesn't Know About Notes.

Q. What connection had the New York Life with these? A. I don't know.

Q. What did Mr. McCall give as the reason for J. P. Morgan & Company taking these up? A. Simply that it was New York Life business.

Q. Why should not the New York Life Insurance Company have paid its own bill? A. They did pay it.

Q. Why should it have Mr. Hamilton discount these notes in its business? A. I really don't know.

Q. Do you know anything about it? A. No, sir; I do not.

Q. Are these sums received by Mr. Andrew Hamilton from the Central National Bank upon these notes in any way included in the amounts of the legal expenses of the New York Life? A. I do not know, but they were paid by the company through the trust transactions. I have always understood that was the way they were paid.

Q. You mean by that that the amount so deducted in 1902 was charged as a legal expense? A. No, I say that this indebtedness was liquidated as you have already shown in the evidence, by being deducted from the profits of the New York Life received through that arrangement.

Q. I want, further, to know whether that amount of $59,310.79, deducted from the profits of the company in settlement of these notes with interest, appears in any report to the New York State Insurance Department as an amount expended by the company?

The Witness: I think I can clear up all those questions, Mr. Hughes, by the simple statement that it was the intention of the president to liquidate this indebtedness of the company's from those profits that the company was receiving in that way, and that disposed of it.

By Chairman Armstrong:

Q. Do you mean, Mr. Perkins, that you will state yourself that it does not appear in any report? A. No; I cannot state that.

Q. The question is whether it does appear in any report? A. Not that I—I don't know.

President Swears to It.

By Mr. Hughes:

Q. Who is responsible for the accuracy of the reports of expenditures generally? A. The different departments of the home office.

Q. The president swears it, does he not? A. The president swears to the report, and I think the secretary, too.

Q. Now, what were the transactions with E. E. McCall which led to the taking up of his notes by J. P. Morgan & Co.? A. Why, I have already stated that those notes of Mr. Hamilton and Mr. McCall were in the respective bank and trust company, and Mr. McCall asked me to take them up and deduct them from this interest in this way, which was done.

Q. Do you know what the New York Life Insurance Company had to do with the transaction? A. I don't know the details of it, no, sir.

Q. Was the New York Life short of money? A. I don't suppose it was; no, sir, probably not (smiling).

Q. Is there any reason known to you why money should be borrowed for purposes of the New York Life on the notes of either Hamilton or McCall? A. I don't know, but you doubtless can find out as to that, Mr. Hughes. There were undoubtedly good reasons as to why it was done that way.

Connected with E. E. McCall.

Q. Who is Daniel E. Lynch? A. He is an attorney.

Q. In what office was he at the time this note bearing his endorsement was made? A. I don't know, at that time; but he has had an office in the New York Life building.

Q. Was he associated with E. E. McCall before Mr. McCall went on the bench? A. I think he was, yes. He was some time ago; I don't know in what capacity.

Q. Was he in 1901? A. I don't know.

Q. You were familiar with the work of Mr. Hamilton, were you not, Mr. Perkins? A. No, sir.

Q. Didn't you have anything to do with it? A. Nothing whatever.

Q. The amounts that he was expending were known to you? A. No, sir.

Q. I have here a statement of the legal expenses back as far as 1896. In this appears "Andrew Hamilton, $455,755."

Q. Now, you were conversant with that, were you not? A. I was not, sir.

Q. Isn't that your signature? (shows it). A. No, sir.

Denies the Signature.

Q. That is not your signature? A. That is not my signature. I think it looks a little as if it might be the signature of my secretary.

Q. What is the name? A. Kihn.

The paper read as follows:

"New York, June 14, 1899.—Memorandum for Mr. White: Please divide up the law expenses on your books into the following: First, amounts paid in connection with Judge Hamilton and his work under this heading with the items I have checked with pencil on the right hand side of each page. Second, total each item expended outside of the United States and Canada. Third, salary and those expenses in the office of the legal department. Fourth, all other items. (Signature)

"GEORGE W. PERKINS,
Second Vice-President."

Q. Does it not appear from that that some one in your department was conversant with these expenses and knew where they should be charged? A. Not at all.

Always Confidential.

Q. This Hamilton matter was a rather confidential matter? A. It always has been.

Q. Clerks would not know how to distribute the items of legal expenses? A. It would depend upon who paid out the money.

Q. Have J. P. Morgan & Co. ever had an account with Andrew Hamilton other than that account? A. No, sir; that is the only account.

Q. Did it occur to you to inquire of the president why he should want J. P. Morgan & Company to advance moneys disbursed for the New York Life? A. That was clear, because the profits from this transaction were going to emanate from the distribution of profits paid out by Morgan & Company, and that shows for itself. Later on, that Morgan & Company deducted the amount of these advances in settling with the Trust Company.

Q. These payments were made by Morgan & Company in anticipation? A. —yes, sir.

McCall Never Explained.

Q. What was the explanation that Mr. McCall gave, if any, why he should want the amounts deducted out of these profits, instead of paying them in the regular way? A. None, except he felt it was a good way to do it, and it was done that way.

Q. Except that in one case it does not get on your books and in the other case it would have to be debited to some account? A. It was not recorded on our books.

Q. Mention was made here the other day of an item of $40,000 which came into your hands sometime in 1904, profits upon a loan, why did you arrange to receive that money in cash? A. Mr. Hughes, may I ask your indulgence for just a moment. This question of arranging for the New York Life to have this profit in this way in this place of business was a matter of my own originating because I felt I could make a very handsome sum of money for the policy-holders in that way without taking any risks, and the net result of it was the New York Life received $435,237.71 without a scintilla of risk of any kind. Now, it is interesting to me to know that in that one transaction I made my salary of $25,000 a year for eighteen years, or that I made for the company the salary of the President and three vice-presidents and treasurer for two full years. I took perhaps a pardonable pride in the way that was done, conservatively and successfully, and I felt that I had made the matter profitable and in every way a satisfactory transaction for the policy-holders of the New York Life.

Unfair, Protests Perkins.

Q. Why wasn't your pride put in evidence by some statement of this matter upon the minutes of the company in an open participation instead of resorting in this devious way in making that amount of money? A. I beg your pardon. I don't think that's fair. It was not devious. It is absolutely the only proper way to make the transaction.

Q. In your judgment it would not have been proper for the New York Life to be a participant directly? A. It certainly would not. Now, can you think of any reason why I made it this way, if I didn't want them to make this money? There was no moral or legal way that prevented me from taking it myself—yet they knew I was making this money for the New York Life.

Q. Incidentally, have you called upon Mr. McCall for an account for the moneys paid to Andrew Hamilton?

A. You refer now to the question you asked Mr. McCall the other day?

Q. Yes. A. Yes. We have not called upon him, we asked him about it. We know it has been done.

Q. What has been done? A. Immediately after being on the stand the other day we wrote to Judge Hamilton and asked him to come here immediately and sent that letter to his address in Europe as he knew it, or to a gentleman there to deliver and I also understand he sent one to his office here and at Albany and asked for a cable in reply.

Didn't See Hamilton Abroad.

Q. Was he asked for an accounting in the event that Judge Hamilton is unable to come personally? A. That I do not know, sir.

Q. Did you see Mr. Hamilton when you were in Europe. A. No, sir.

Q. Did you have any communication with him? A. In no way, shape, form or manner.

Q. Now, it appears that $40,000 was received by you in cash, being the profits upon a loan by the New York Life Insurance Company some time in 1903. Will you state under what circumstances you received that amount? A. About the 20th of June, 1904, Mr. Robert Windsor, of Kidder, Peabody & Co., came into the offices of J. P. Morgan & Co., and brought to my attention a piece of business that he just got in touch with in connection with the Mexican Central Railroad.

He was sailing for Europe in about an hour and wanted J. P. Morgan & Co. to join him in this piece of business. There were reasons why J. P. Morgan & Co. could not enter into that kind of a transaction in that particular part of the world at that moment, and I told him so, but he had very little time in which to make his arrangements, and as I talked over the business with him I became convinced it was a very good piece of business, and not extraordinarily large in size, and I finally said: "Yo go on to Europe and I will take care of half of the arrangements, and you can so report to your Boston office." I presume the conversation between us did not last two minutes. It was done very quickly.

I made up my ming to undertake the business for the "Nylic" fund of agency directors of the New York Life Insurance Company, for which I am trustee and manager, as heretofore brought out in the evidence.

Wanted Cash Quickly.

Part of the transaction was that the Mexican Central Railroad was to be immediately provided with $2,000,000, one-half of which I agreed to provide, and as the Nylic fund did not have that much money and I did not wish to disturb the securities it did have. I arrangd to have the Mexican Central bonds sent to the New York Life Insurance Company, and that company to carry those bonds for the coupons, which were at the rate of 5 per cent. This was done, and $1,000,000 of the bonds were delivered by Kidder, Peabody & Co. to the New York Life Insurance Company on June 27. The New York Life Insurance Company on that date, by check, paid Kidder, Peabody & Co. $980,000, and held the bonds until Aug. 11, 1904, when Kidder, Peabody & Co. sent the New York Life its check for $980,000, with interest on $1,000,000 at 5 per cent. for the time of the transaction.

A little more than a month later, or on Sept. 17, Kidder, Peabody & Co. rendered a statement to the New York Life of the profits they had realized on the transaction, amounting to $40,132.50, which check was cashed by the New York Life and the proceeds turned over to me.

NOTES ON WHICH J. P. MORGAN PAID ANDY HAMILTON $60,000.

Here are items which make up approximately the $60,000 paid to "Andy" Hamilton, the "yellow dog" handler in 1902, by J. Pierpont Morgan, out of the profits made by the New York Life in the Morgan Steel Syndicate. All of these are notes accepted by the Central National Bank:

April 21, 1897, $30,000—Andrew Hamilton.
May 14, 1897, $10,000—Andrew Hamilton.
May 6, 1897, $13,000—Andrew Hamilton.
Oct. 14, 1897, $5,000—Andrew Hamilton.
Nov. 13, 1901, $3,000—Edward E. McCall. Indorsed by John A. McCall.
Oct. 13, 1901, $1,000—Edward E. McCall. Indorsed by John A. McCall.
Oct. —, 1901, $10,000. A note made by Andrew Hamilton to Daniel E. Lynch went to protest at the Central National Bank Dec. 13, 1901. The notice of protest was waived, the witness signing the waiver being Edward E. McCall.
New York Security and Trust Company.
Dec. 16, 1901, $6,000—E. E. McCall.

WIFE RACES WEST TO SEE DYING HUSBAND.

Jesselson, Starting to New York to Meet Her, Fell Under Car.

It was a sad home-coming for Mrs. Max Jesselson, of Chicago, who arrived on the Hamburg-American liner Amerika to-day. She expected her husband, a wealthy Chicago broker, to meet her, but instead learned that he is dying in a Chicago hospital.

He started on Saturday for the train to come to New York, and while boarding a trolley car he fell and both legs were cut off above the knee.

Samuel Wall, a friend of the broker, met the wife at the pier and broke the news to her. He had provided an automobile on which to drive to the Grand Central Station for the Twentieth Century Lemited, so she might possibly see her husband before he died.

CUTICURA GROWS HAIR

Scalp Cleared of Dandruff and Hair Restored by One Box of Cuticura and

ONE CAKE OF CUTICURA SOAP

A. W. Taft of Independence, Va., writing under date of Sept. 25, 1904, says: "I have had falling hair and dandruff for twelve years and could get nothing to help me. Finally I bought one box of Cuticura Ointment and one cake of Cuticura Soap, and they cleared my scalp of the dandruff and stopped the hair falling. Now my hair is growing as well as ever. I am highly pleased with Cuticura Soap as a toilet soap. (signed) A. W. Taft, Independence, Va."

FURS

The only manufacturer selling Furs retail at wholesale prices. Isn't it worth your while to save 33 to 50 per cent.? Special facilities for redyeing, cleaning, repairing and remodelling old fur garments to the newest styles.

GUTLOHN FUR CO.
701 Broadway, near 10th St.

SAY A CLERK STOLE $8,000 IN FURS

Cosman Arrested, and His Brother, a Fur Dealer, Held as Receiver.

That furs valued at more than $8,000 have been stolen from the fur department of Manamaker's department store, at Broadway and Fourth street, since last spring was disclosed in Jefferson Market Court to-day, when Julius Cosman, twenty-four years old, of No. 473 Tompkins avenue Brooklyn, a clerk in that department, was arraigned on the charge of stealing a $200 muff.

The muff was the property of Mrs. Priscilla Wallace, of No. 61 West One Hundred and Sixth street. She left it at the store last spring to be placed in storage during the warm months, and when she called a few days ago it could not be found.

Its disappearance and the report of the manager of the department that in the last few months furs of a total value of $8,000 had disappeared led to an investigation by the store detectives which culminated yesterday in Cosman's arrest.

Cosman's brother John, who has a fur store at the same address in Tompkins avenue, was also arrested on the charge of receiving stolen goods. The detectives allege that Julius stole the furs, pawned some, and turned the rest over to his brother to be sold, or made over. They say that they found pawn tickets in Julius's apartment representing furs worth $5,500.

John Cosman was arraigned in a Brooklyn police court to-day and held for trial. Julius Cosman was held until Wednesday.

A SUGGESTION

To the People of New York.

The articles appearing in some of our leading publications have created a good deal of discussion in New York in regard to advertise medicines, their reliability and power to cure, and as local druggists, we, Wm. B. Riker & Son Co., want to say to the people of New York that we believe one of the most reliable medicines that we have known in our drug experience, extending over a long period, is Vinol, the cod liver preparation, made without oil.

Vinol is not a patent medicine; everything in it is printed on the back label of every bottle and it actually does contain in a highly concentrated form all of the medicinal, curative elements of cod liver oil taken from fresh cods' livers, and without a drop of the the system-clogging oil to upset the stomach and retard its work, and this is why it is fast superseding old-fashioned cod liver oil and emulsions.

Inasmuch as Vinol is therefore the latest scientific improvement of an old and standard remedy it is the greatest strength creator in the world for old people, weak, sickly women and children, nursing mothers and after a severe sickness. It cures hacking coughs, chronic colds and all pulmonary troubles. We positively guarantee to return money if it fails."

You can get Vinol from any of the following New York druggists:

Riker's Drug Stores in New York—6th ave. and 23d st.; corner Broadway and 9th st. In Brooklyn—Main Store, 456 Fulton st., cor. Clinton st.; Flatbush ave., cor. St. Mark's ave.; Putnam ave., cor. Sumner ave.; Columbia st., cor. Union st.

Hegeman & Co., 209 and 205 Broadway; 200 W. 125th st.; 1917 Amsterdam ave.; 2885 Third ave.

Kinsman's Drug Stores, 601 Eighth ave.; 125th st. and Eighth ave.

J. Jungmann, 1020 Third ave.; 428 Columbus ave.; 1 E. 42d st.

DIAMONDS

Buy direct from importer's and save Middleman's profit.

ONE PRICE.

CASH OR CREDIT

Make your Christmas selections now—pay in 1906 at your convenience. We trust you. No employers' reference required. Call or Write for Catalogue No. 44.

L. W. SWEET & CO.,
37-39 Maiden Lane, Manhattan.
407 Fulton Street, Brooklyn.
176 Newark Av., Jersey City.
Out-of-Town Patronage Solicited.

Liquozone Free.

If you need Liquozone, and have never tried it, please send us your name and state disease with which your are suffering. We will then mail you an order on a local druggist for a full-size bottle, and will pay the druggist ourselves for it. This is our free gift, made to convince you; to let the product itself show you what it can do. In justice to yourself, please accept it to-day, for it places you under no obligations whatever.

The Liquozone Company,
458-464 Wabash Av., Chicago.

For indigestion, heartburn, sour stomach, worms—Jayne's Tonic Vermifuge

WATERS PIANOS

100 elegant new *Grand Upright Pianos*, 7 1-3 oct., 3-stringed, *very rich deep tone with fine singing quality*, and containing all the latest improvements. Prices from

$225 to $400

cash, or on payments of $5 to $10 Monthly, stool, cover, tuning and delivery free.

We also offer a new style *Chester Piano*, for only

$190

on payments of only $5 Monthly.

These pianos are fully warranted for six years and the *best value ever offered for the money.*

OUR THREE STORES WILL BE OPEN EVENINGS UNTIL JANUARY 1ST.

Horace Waters & Co.,
134 Fifth Ave., near 18th St.
127 West 42d St., near B'way.
254 West 125th St., near 8th Ave.

The Superior Credit Store.

Attractive Furs

Truly remarkable values in Scarfs and Muffs to match. Special offers, just now, in Sable, Isabella Fox, Squirrel and Possum.

Beautiful Isabella Fox Set, long, wide scarf, large muff, $26.75

Children's and infants' garments, coats with bonnets to match.

BOYS' OVERCOATS—Special $6.00 value, at $4.75

No "drawbacks" about our "Cheerful Credit," pay weekly or monthly. We welcome new accounts.

Caesar Misch
CASH OR CREDIT
241-243 Sixth Ave.
Between 15th and 16th Streets.

Commencing Nov. 26 The World will give 5 weekly prizes of $10.00 each for the 5 best positions obtained each week by advertisers through the Situation Wanted columns of the Sunday World's Want Directory—24 words, 15 cents. Advertisers who secure positions will please communicate with The World's Classified Advertising Manager, Room 51, Pulitzer Building.

DIED.

TAFFE.—After a lingering illness, ANNA D., beloved wife of Henry P. Taffe, No. 119 West Sixteenth street, New York City.

Funeral notice later. Kindly omit flowers.

Manchester (N. H.) papers please copy.

KELLY.—On Nov. 25, 1905, MICHAEL KELLY, beloved husband of Mary Kelly (nee McLoughlin).

Funeral from his late residence, 600 11th av., on Tuesday, Nov. 28, at 9.30 A. M.; thence to the Church of the Holy Cross, West 42d st., where a requiem mass will be celebrated at 10 A. M.

LOST, FOUND A