

Lamuel E. Quigg, salary, \$10,250.00. Giles, Bestwick & Coleman, 4,000.00. Edwin Norton, fee, 2,500.00. James M. Quackenbush, 10,000.00. Franklin Bartlett, 12,500.00. Nicoil, Anabelle, Lindsay and Fuller, 4,228.50. W. J. Wallace, retainer, 5,000.00. The legal expenses in 1908 were: Cravath, Henderson & de Gersdorff, \$41,234.67. Henry D. Macdonald, 3,600.00. Lamuel E. Quigg, 3,750.00. Charles F. Kingsley, 1,600.00. Franklin Bartlett, 1,600.00. Nicoil, Anabelle, Lindsay & Fuller, \$5,000.00. Harris T. Russell, 271.17. Guggenheimer, Untermyer & Marshall, 60.50. In 1909 the legal expenses were: Cravath, Henderson & de Gersdorff, \$15,274.86. Nicoil, Anabelle, Lindsay & Fuller, 12,500.00. William J. Wallace, 25,250.00. There were no legal expenses in 1910 and 1911. In 1912 the legal expenses of the merger were: Cravath, Henderson & de Gersdorff, \$1,307.40. \$46,000.00 LOSS IN MERGER WAS IN BOOKKEEPING. There has been no legal expense since for the merger, Mr. Fisher said. Q. What services were required in 1905 to involve the payment of these substantial fees? A. I don't know. I have no knowledge of these transactions. Q. The losses to the Interborough Rapid Transit Company in that merger amounted to \$46,000, did they not? A. It was not a money loss. It was a stock loss, a matter of bookkeeping. Q. But the company has actually lost through the depreciation of its securities, hasn't it? A. Yes, there was a shrinkage. The Interborough Consolidated Corporation issued securities on the basis of the acquired companies and it wrote off the losses. Q. As a matter of fact was not the stock of the Interborough Company a millstone around the neck of the Metropolitan Consolidated Corporation? A. No. I would not put it that way. Auditor E. F. J. Gaynor of the Interborough testified that the East River tunnel from Old Slip, Manhattan, to Clark Street, Brooklyn, is being built for the Interborough Company by Flynn & O'Rourke. It is the connecting link of the new subway between the two boroughs. It is expected to be finished on Feb. 4, 1916, and the engineers say it may be done sooner. Mr. Gaynor testified that the cost of equipment of the new subway will be \$22,000,000. TOTAL OF \$80,000,000 TO FINISH THE SUBWAY. Q. Which added to the \$58,000,000 for construction makes \$80,000,000 total? A. Yes. Q. Yet Mr. Shonts and Mr. Morgan refer to it in their letters, as \$77,000,000? A. That was preliminary to the actuality. Q. What has been the cost of equipment of the new subway to date? A. It is \$11,165,306. Counsel Colby read from the record these remarkable items: Debt discount, \$43,000.00. Debt expense, 55,000.00. Miscellaneous equipment, 42,906.00. Law expenditures charged to construction, 40,830.00. Miscellaneous construction expenditures, 161,541.00. Expense on tunnels, 59,266.00. Interest during construction, 275,208.00. Power plant electric equipment, 20. Furnace equipment, 59. Q. 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The company is to provide complete equipment for initial operation. If we do that for less than \$22,000,000 the difference we must apply to any deficiencies in the construction account. Q. (By Senator Thompson) Have all the items of construction cost been passed upon by the Public Service Commission? A. They have been reported to the Public Service Commission as they occurred. Q. And you reported to the Public Service Commission the \$125,000 bonus to President Shonts? A. It was part of the \$227,000 the Commission allowed us to pay for preliminary expenses. This bonus was awarded to Mr. Shonts for "special and extraordinary services" in promoting the dual contract by which the city and the Interborough Company join in building the new subways and the city carries most of the load. Thomas H. Gillespie, son of the head of the T. A. Gillespie Co., testified this afternoon in private before the subcommittee of the Thompson Investigating Committee. He explained various details in the accounts of the elevated railroad third-tracking job, but when he was asked about the sum of \$200,000 alleged to have been recently transferred from the company's New York office to the Pittsburgh office he declined to answer. He said at first that the sum was not like a check for \$200,000, also that it was sent to Pittsburgh as a part of the regular business of the T. A. Gillespie Company. Young Gillespie was asked to produce the vouchers showing the transactions upon which the large sum of money was sent to Pittsburgh. He declined to do so. AGREES TO PRODUCE ANY SPECIFIC VOUCHER. "Tell me the voucher you want," he said to Perley Morse, "and I'll get it for you." Assemblyman Peinberg, Chairman of the sub-committee, reported young Gillespie's refusal to Chairman Thompson of the investigating committee. The bank accounts of President Theodore P. Shonts of the Interborough Company have been subpoenaed by the Thompson investigating committee, and they will be produced to-day by Perley Morse, the attorney acting as assistant counsel to the committee, called at President Shonts' office. Mr. Shonts's secretary agreed to turn over the bank books of his employer. Auditor Gaynor of the Interborough returned to the witness stand this afternoon and contended that all the special preliminary expenses the Interborough Company made in extending the subway lines should be paid by the city. They were doing the city's bidding, raising the money to meet the city's needs, he said. Q. You were doing the city a favor by applying for further franchises? A. I was doing the city's bidding. They were heartily co-operating with the city. SAYS CITY DERIVES BENEFITS FROM EXTENSIONS, TOO. Q. Would you not always heartily co-operate with anybody who will guarantee you a franchise for \$14,535,000, and undertake to pay the extra expenses? A. The city derives benefits from the extensions, as well as the company. Q. When was the application for the recognition of a franchise of \$1,500,000 for extra expenses made by your company? A. In or about June or July, 1913. Q. In what form was it made? A. By our counsel, Mr. Rodgers, calling on Mr. Coleman, counsel for the Public Service Commission. Q. What preliminary discussion had there been? A. Mr. Rodgers's request to me to furnish the figures. He said he had five or six other offers of the various items of extra expense. Q. Did he say he had an understanding that these items would be paid? A. Yes, he said he had spoken times about the necessity of getting them together. Q. At the time you made the claim of \$1,500,000 for extra expenses had all of the items been actually paid? A. No; they had not. Mr. Gaynor submitted the Interborough's list of expenses incurred for the extension of the subways from Oct. 31, 1910, to March 31, 1913. Q. 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How much was allowed? A. \$589,286.02. CITY PAID THE \$125,000 TO PRESIDENT SHONTS. Some of the items allowed were \$207,000 for the Manhattan third-tracking; \$54,857 for elevated extensions; and \$27,405 for subway extensions, and included in these were \$10,000 for the salaries of the city and engineering. Some of the payments which the Interborough got the City of New York to repay to it were: \$10,000 to Edward M. Gross; \$15,166.67; Richard Reid Reders, \$4,333.33; Administration, \$125,000; E. M. Groat, special counsel, July 7, 1911, \$10,000; J. P. Morgan and two payments, each of \$78,571.43. Q. That \$125,000 for administration was the bonus Mr. Shonts wasn't it? A. It was allowed for administration expenses, and Mr. Shonts got the money. Q. By what authority did you charge that to the city? A. Authority of the Interborough Board of Directors. Q. What items that you charged in this account had not been expended before the allowance was made by the city? A. Those of Julien T. 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MRS. PROCTOR SAYS HUSBAND WAS FOND OF HER GIRL CHUMS

Wife of Theatrical Manager Says Nerves Were Wrecked by Pajama Incident.

WIFE ONCE FORGAVE.

Husband Replies in Separation Suit With Tale of Wife's Midnight Horseback Rides.

If a beautiful young woman who had been your friend for years came to pass a week-end at your country home and you caught her sitting up in the guest's room talking to your husband, who was clad in pajamas, would it make you a nervous wreck? It has brought to such a condition Mrs. Georgia Proctor, wife of Frederick F. Proctor Jr., son of the millionaire theatre owner, according to her statement to Supreme Court Justice Cohalan before whom she has brought suit for separation. The girlhood chum of Mrs. Proctor is Miss Calla Wallace. Mr. Proctor, who is contesting the suit, says it is his wife's fault if she is a nervous wreck, for, he alleges, a mutual friend of the Proctors discovered Mrs. Proctor reclining on a divan while John W. Argenbright, a Fifth Avenue furrier—also a week-end guest at the Proctor estate in Central Valley, N. Y.—was affectionately petting her. Furthermore, Mr. Proctor says, his wife's nervous condition might have been brought about by his discovery that Mrs. Proctor on several occasions went horseback riding in the moonlight with Matt Hasbrouck, another week-end visitor, and did not return to the house until midnight. These charges and counter charges did not cause the first quarrel between the Proctors. The trouble arose in the first instance, Mrs. Proctor says, because Miss Corally De Vot, a comely young French woman, presented him with a gold belt in recognition, he says, of his "valuable assistance to her in a certain business transaction." It was only a few weeks before this gift changed hands, he says, that his wife gave him a similar belt and Miss De Vot's gift bore such a close resemblance to hers that Mrs. Proctor became jealous. Believing that her jealousy was well founded, Mrs. Proctor says she essayed the role of detective. At Sunset Lodge, Asbury Park, she alleges she watched and waited, by finding her husband in Miss De Vot's room. Mr. Proctor, the wife alleges, then made the declaration that he was a "free lance" husband and would do as he pleased and Mrs. Proctor could do likewise. When Calla Wallace visited the Proctor home, Mrs. Proctor's attorney, Abraham Levy, told the court, her Sherlock Holmes intuition got the better of her and she discovered the pajama incident. Mrs. Proctor forgave this incident, but not until after her husband had written a note in which he said: "I do not contain the various attributes that go to make up a perfect husband—but, knowing this, please allow for me and do not take to heart so much those things that to you are not right." It was not long afterward, however, that trouble came again aboard the Plearoon II. Mr. Proctor's steam yacht, anchored off Fort Washington. A party of friends was making merry when Mr. Proctor and one of his friends went ashore, and was indignant. Again Mrs. Proctor was angry, she packed her belongings and left the yacht. Justice Cohalan awarded Mrs. Proctor alimony at the rate of \$50 a week upon the showing that, as general manager of the three-theatre theatres owned by F. F. Proctor sr., young Proctor received more than \$30,000 a year.

GOVERNMENT OWNERSHIP INQUIRY IS FAVORED

Single Votes 39 to 23 for Investigation on Advisability of Acquiring Public Utilities.

WASHINGTON, Feb. 15.—By a vote of 39 to 23, the Senate to-day went on record as favoring Congressional inquiry into the advisability of Government ownership of public utilities, as against Government regulation and control. It adopted such an amendment proposed by Senator Borah to Senator Newlands' resolution to direct special inquiry into adequacy of railroad legislation and the Interstate Commerce Commission.

800 YARDS OF TRENCHES TAKEN FROM THE BRITISH

Berlin War Office Announces Notable Success Near Ypres on Belgian Border.

BERLIN, Feb. 15 (via London).—British positions over a front of 800 yards near Ypres, Belgium, have been captured by the Germans, the War Office announced to-day.

GERMAN ATTACKS FAIL, THE RUSSIANS CLAIM

Unable to Make Progress on the Riga Front—Outbreaks at Vilna.

PETROGRAD, Feb. 15 (via London).—An official statement issued to-day reports the failure of all German attacks along the Riga front, where Russians are declared to be retaining all their positions. The statement also asserts that there have been serious outbreaks among the German troops near Vilna, in one of which a lieutenant was killed and numerous officers and men afterward court-martialed.

WIFE OF DR. LYMAN HERE FROM EUROPE; SWINDLER NOT FOUND

Woman Does Not Hear of His Flight Until After She Leaves Liner.

A young woman accompanied by an infant, registered as Mrs. L. E. Lyman and declared to be the wife of Dr. J. Grant Lyman who obtained more than \$300,000 in stock swindling schemes in this city recently and then disappeared, arrived this afternoon on the American liner St. Paul from Liverpool. On the vessel she was known to the passengers and officers as Mrs. Grant Lyman. Occurring the same afternoon was Mrs. Lyman's mother. The two women and the child remained on the steamer till all the passengers disembarked. Before going ashore Mrs. Lyman asked the purser anxiously several times about her husband, whom she expected to meet her at the dock. Finally Mrs. Lyman, carrying her child, came down the gangplank and was met by two women, said to have been servants in the Lyman household at No. 108 East Seventy-ninth Street. The women informed Mrs. Lyman of what had happened during her absence, and she broke down. Two Post Office inspectors were on the dock to meet Mrs. Lyman. They did not molest her. Federal officials said that a note would be requested to visit the office of Assistant United States District Attorney Edwin M. Stanton and tell all she knows about the operations of her husband. Before he left the city, taking with him the Federal authorities trying to find his money, Dr. Lyman told his servants and the people working for him in his Broad Street office, where he posed as J. H. Putnam, head of J. H. Putnam & Co., that his wife, who had gone to England early in January, would return on the St. Paul. After the revelation of his swindling operation the Federal authorities trying to find him and bring him to justice placed no credence in the story that his wife would return to New York.

NEW U-BOAT ORDER BITTERLY OPPOSED BY U. S. SENATOR

Sterling Introduces a Resolution Declaring It a Serious Menace to Commerce.

WASHINGTON, Feb. 15.—A resolution protesting against recognition by the United States of Germany's order threatening to torpedo armed vessels was introduced in the Senate to-day by Senator Sterling, a Republican, of South Dakota. Sterling's resolution declared the "Senate views with concern the late order of the German Admiralty that armed ships of any of the allies, whether armed for offensive or defensive purposes, may be torpedoed without warning after Feb. 25."

This order "constitutes a more serious menace to commerce, particularly that of the United States, than any act of the war," the resolution asserted. It also declared any recognition on the part of the United States of the new German order, would be a step backward and abandonment of our contention of the freedom of the seas and contravene the policy of the United States.

GERMAN ATTACKS FAIL, THE RUSSIANS CLAIM

Unable to Make Progress on the Riga Front—Outbreaks at Vilna.

PETROGRAD, Feb. 15 (via London).—An official statement issued to-day reports the failure of all German attacks along the Riga front, where Russians are declared to be retaining all their positions. The statement also asserts that there have been serious outbreaks among the German troops near Vilna, in one of which a lieutenant was killed and numerous officers and men afterward court-martialed.

GERMAN GUNS DAMAGE FORTRESS OF BELFORT

Berlin Reports Destruction of Fifty Houses and Flight of the Inhabitants.

BERLIN (by wireless to Sayville), Feb. 15.—Advices from Swiss sources to the Overseas News Agency state that the shelling of the French fortress of Belfort recently by heavy German guns has done great damage. It is said about fifty houses have been destroyed, that entire streets have been damaged badly, and that the well-to-do inhabitants have fled to Switzerland. The number of dead and wounded is not revealed.

\$1,125,000 DAMAGE IN ZEPPELIN RAID

Athens Reports This as the Loss Sustained by Eight Merchants in Salonica.

ATHENS, Greece (via Paris), Feb. 15.—The Chamber of Commerce of Salonica places the losses caused to eighty merchants there by the recent Zeppelin bombardment at \$1,125,000.

MAIN MISSISSIPPI LEVEE GIVES WAY

Flood Waters Dash Through Big Crevasse Over Rich Lands Below Natchez.

NATCHEZ, Miss., Feb. 15.—The main Mississippi River levee about twenty-five miles above St. Joseph, Miss., broke early to-day. The flood waters are pouring through a huge crevasse and spreading over a large area of rich farm land. The zap has widened to a mile and hundreds of persons are making their way to the high lands. The parishes of Tennessee, Concordia, Madison, Franklin and Catahoula are being flooded and fifty towns will be inundated.

MOVIE MAN TO JAIL.

Allowed Children to His Show Without Parents or Guardians. Aaron Shusterman, proprietor of a moving picture theatre at No. 525 Eighth Avenue, was sent to the workhouse for twenty days by the Special Sessions Justice this afternoon for having permitted children, unaccompanied by parents or guardians, to attend his theatre. Policeman Schaefer of the West Thirty-seventh Street Station was the witness against Shusterman. Shusterman was arrested and fined \$100 a year ago for the same offense.

ARRESTED AS SUSPECT IN CHICAGO POISON PLOT.

MILWAUKEE, Feb. 15.—Acting on orders of the Chicago police, Milwaukee detectives this afternoon arrested Marco Bonini, a chief employed in the Hotel Pfister here. He was taken to central station where he is being held for the arrival of Chicago police. They will question him in connection with the poisoning of the guests at the banquet given in honor of Archbishop Murray last night. The alleged plots to blow up many buildings.

NEW YORK COTTON EXCHANGE.

March 15 11.88 11.89 11.78 11.79
March 22 12.12 12.12 12.00 12.02
March 29 12.25 12.25 12.18 12.19
April 5 12.34 12.34 12.24 12.24
April 12 12.33 12.33 12.22 12.22
April 19 12.44 12.44 12.34 12.34
April 26 12.49 12.49 12.49 12.49
January 12 12.49 12.49 12.49 12.49
Market closed heavy, 4 to 11 points off.

WALL STREET.

Copper stocks as a group contributed largest quota to activity in first half hour. There was extensive liquidation and prices, without exception, showed recessions due to professional activity and profit taking. War industrial lost a point and marine issues were weak, losing 2 points. In second hour a recovery started in war order stocks, advancing Crucible and Baldwin Locomotive 2 to 3 points above the low. General list was inactive.

At midday a selling movement started in the traction stocks, causing lower prices in those issues and copper stocks. Marine preferred lost 3-4 points. Crucible Steel advanced 6 1/2 points from low for to-day. Marine preferred developed renewed weakness in early afternoon and sold at 6 1/2, or 1/2 points. Towards the close short covering helped to rally prices led by recovery in Marine issues, copper stocks and United States Steel.

Lossing Quotations. With net changes from previous closing. Alaska Gold Mine, 20 1/4, 20 1/4, 20 1/4, 20 1/4. Alaska Lumber, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Paper, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Coal, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Oil, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Iron, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Steel, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Copper, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Lead, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Zinc, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Tin, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Silver, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Gold, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Platinum, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Nickel, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Cobalt, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Manganese, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Selenium, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Tellurium, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Vanadium, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Chromium, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Molybdenum, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Boron, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Fluorine, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Chlorine, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Sulfur, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Phosphorus, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Potassium, 2 1/2, 2 1/2, 2 1/2, 2 1/2. Alaska Sodium, 2 1/2, 2 1/2, 2 1/2,