

### CONTEST FOR ESTATE OF AARON BARNETT

#### Wife and Two Children of His Dead Son Were Cut Off Absolutely.

#### SAY HE LEFT MILLIONS

#### Surviving Son Ordered to Produce Supposed Will Under Which They Were Beneficiaries.

The will of Aaron Barnett, a wealthy cotton merchant, who died on July 5, and is said to have been a business associate during the Civil War of Richard T. Wilson, father-in-law of Cornelius Vanderbilt, Jr., will have to be produced in the Surrogate's Court on September 27 by his son, Gustav G. Barnett, according to papers shown to reporters by Samuel D. Levy, counsel for the widow of another son of Aaron Barnett and her two children, at his home, No. 58 Central Park West, last night.

Associated with Mr. Levy in this action is former Surrogate Charles H. Beckett. The order requiring Gustav G. Barnett to produce his father's will was signed by Surrogate Chohalan on Thursday. Two affidavits were produced charging the existence of a will which has not been filed. The affidavits make the further allegation that the instrument purporting to be Aaron Barnett's last will and testament and

codicil, now on file in the Surrogate's office, has been superseded by a later instrument drawn up on July 1. It is this latter document which Gustav G. Barnett has been ordered to produce before the Surrogate.

The affidavits on which the order was issued by Surrogate Chohalan were made by Louis Lande, who is guardian for the grandchildren of Mr. Barnett, and Mrs. Marie Goss, who has a boarding house at No. 122 West 72d street, where Mr. Barnett lived up to a few days prior to his death.

#### May Have Been Worth \$40,000,000.

According to Mrs. Goss's affidavit, the millionaire drew up a will on July 1, 1910, giving \$100,000 each to his daughter-in-law, the widow of Samuel Barnett, and to their children, Marjorie and Allen. The remainder of the estate, which, Mr. Levy says, runs anywhere from \$10,000,000 to \$40,000,000, was left to Gustav G. Barnett, his surviving son, and to Mrs. Sadie Rosenthal, of California, a daughter.

Mrs. Goss's affidavit, which Mr. Levy displayed last night, also says that on the evening of July 3, while the elder Mr. Barnett was suffering from an ailment which caused his death a week later, Gustav G. Barnett called, accompanied by another man, whom he called Turner, and who cannot be found, and that together they rifled the old man's trunks, carrying off numerous papers and a black bag containing the will now said to be missing.

Mrs. Goss at the time appealed to the police of the West 68th street station, but they declined to interfere. A day or two later Gustav G. Barnett had his father removed from the boarding house to a hotel.

The affidavit of Mr. Lande, which was also displayed by Mr. Levy, sets forth that on July 12 Gustav G. Barnett and Mrs. Sadie Rosenthal caused to be filed in the office of the Surrogate documents purporting to be the last will and testament of Aaron Barnett, and a codicil cutting off Mrs. Samuel Barnett and her two children absolutely and giving the whole of the Barnett estate to them.

The Barnett millions, according to Mr. Levy, had their foundation in the daring and enterprise of the dead millionaire and Richard T. Wilson, who from 1860 to 1864 were engaged in running cotton from the Southern States through the blockade of the Union navy. After the war Mr. Barnett invested the best part of the fortune he had acquired by blockade running in the Morgan line of steamships. Later he went into business in this city, and was at his death one of the leading manufacturers of handkerchiefs.

The bulk of the fortune is supposed to be invested in gilt edged securities and in real estate. Mr. Levy said last night that Mr. Barnett owned real estate at Fifth avenue and 42d street, several valuable plots on Madison avenue and in the 70's and large estates in Louisiana and Florida.

### FALLS IN HER FIRST FLIGHT

#### Mrs. Frank Raishe Made Daring Attempt for Beginner.

Garden City, Long Island, Sept. 15 (Special).—Mrs. Frank Raishe, of Manhattan, made her first flight in an aeroplane this morning, and is very lucky in being alive to tell the tale. Her plane fell from a ten-foot height and crumpled under on one side, but she did not receive so much as a scratch.

Every one on the field tried to dissuade the daring young woman from making any attempt at flying, as a strong wind was blowing from the northeast. Mrs. Raishe finally ordered the men to run the airplane on the field and tune the engine up.

A large crowd from all the adjoining hangars and the main hangar assembled as soon as the machine was tuned up to witness the flight.

The fair aviator was neatly attired in a leather hat and coat and wore a long, close fitting skirt.

The machine started across the plains, gaining velocity as it ran, but Mrs. Raishe made no attempt to fly, letting the machine run the length of the field and back, then shutting the engine off and making a good stop.

In her second attempt she was not so fortunate. When a hundred and fifty yards from the start the wheel smashed, and in the excitement Mrs. Raishe pushed the front control wheel from her, then quickly pulled it toward her, and the machine, which still had great velocity, shot downward with a sickening crash.

Mrs. Raishe was the coolest person there. After shutting off the engine she looked around and said: "My, but I guess I just had to fly."

The machine will be repaired in a few days and then Mrs. Raishe will again make an attempt.

### SILVER CUP AND \$22,100

#### Claude Grahame-White's Winnings at Boston Aero Meet.

Boston, Sept. 15.—The brilliant aerial exploits of Claude Grahame-White, the British aviator, were applauded to-night at a dinner at the Algonquin Club tendered to the British and American participants in the recent Harvard-Boston aviation meet.

The gift of a silver loving cup, sixteen inches high, by General Charles H. Taylor to Claude Grahame-White, by the management of the Harvard-Boston aero meet, came as a surprise to the guests, as well as to Mr. White himself. Tucked inside the cup when it was handed to the British aviator were checks for several prizes, amounting to \$22,100, won by him at the meet, including the \$10,000 prize for the flight to Boston Light. Grahame-White was given a great ovation as he responded briefly to the words of presentation.

Governor Eben S. Draper and Mayor John F. Fitzgerald were among those present.

### SCOUTS IN AIR AT NIGHT

#### French Dirigible Makes Trip Over Bivouacked Armies.

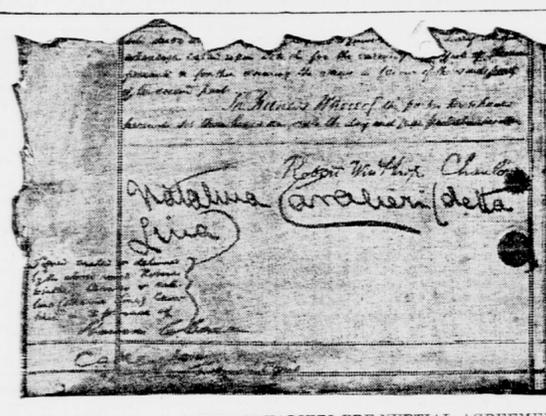
Grandvillers, France, Sept. 15.—The dirigible balloon Clement-Bayard made a successful night flight, without lights, over the positions of the bivouacked armies which are taking part in the French manoeuvres.

### BIG GAINS IN POPULATION

#### Census Enumeration Shows Rapid Growth of Five Cities.

Washington, Sept. 15.—According to an announcement made to-day by the Census Bureau, the population of Wilkes-Barre, Pa., is 67,195, an increase of 15,384, or 23 per cent, as compared with 51,721 in 1900. The population of Covington, Ky., is 32,270, an increase of 10,222, or 24 1/2 per cent, as compared with 22,048 in 1900. Kenton County, Ky., in which Covington is located, has a population of 79,355, as compared with 62,321 in 1900. The population of Waterloo, Iowa, is 26,953, an increase of 14,112, or 112 1/2 per cent, as compared with 12,841 in 1900. The population of Racine, Wis., is 28,002, an increase of 8,505, or 30 1/2 per cent, as compared with 20,497 in 1900. The population of Dallas, Tex., is 22,104, an increase of 49,465, or 116 per cent, as compared with 42,538 in 1900.

### LINA CAVALIERI CHANLER AS "THAIS."



SIGNATURES TO CHANLER-CAVALIERI PRE-NUPRIAL AGREEMENT.

### VREELAND GAVE MONEY

Continued from first page.

about the "relative matters" he replied that there were many railway bills introduced, some intended to affect special cases which might have had a very widespread effect if they became law. There were bills, improper bills, aimed at the railroads, and there were measures well intended, but the effect of which their introducers little dreamed.

So the association came along and kept track of proposed legislation in the interest of "uniformity."

Then Judge Bruce asked Vreeland if the corporations he had been connected with gave political contributions. Vreeland said they did, "to every political party represented." It was not a matter of one year, he said, but of a period of years.

They virtually got the habit of contributing—they almost were openhanded spendthrifts, so far as political contributions went, according to his description. He himself sanctioned these contributions, he said, "to every party in the state and nation and to almost every candidate."

### Campaign Contributions.

Commenting on the gifts of \$25,000 to the Republicans and \$17,000 or \$18,000 to the Democrats in 1902 or 1903—he wasn't sure of the precise date—Vreeland said the amounts had been "suggested." The Republican state chairman at the time—Vreeland really couldn't remember the name—asked for the money. Somebody told Vreeland he'd better send it along, so it was sent.

Vreeland's memory was poor about who told him the money should be sent to the needy politicians. It would be very easy to find out just when the money was sent, and how much, Vreeland said, because all that was in the records submitted to the Public Service Commission at the time of the Quigg "acceleration" investigation.

"Was this evidence given then?" asked Judge Bruce.

"No; they didn't want anybody who had the evidence," replied Vreeland with much scorn. "They didn't want anybody that knew anything."

Vreeland said some of the books containing information about political contributions would be found at No. 621 Broadway. He didn't know how the items had been entered, whether in "construction account" or other accounts.

He was an executive, not a book-keeper, he said. He had a sort of a notion that the money for these two contributions didn't come from the Metropolitan direct, but from one of its associate or subordinate companies.

Taking up Vreeland's account at the New Amsterdam Bank, Judge Bruce got the railroad man to admit that he believed some checks went through it which were for the railroad companies with which he was connected. He wouldn't say they were for political purposes; he hung several answers on "if" and "there may have been."

He had no business transactions with them.

Finally Judge Bruce asked him if he'd bring his cancelled checks next week. He said finally that he wouldn't; they had been destroyed. "In the ordinary course of business."

"I don't keep personal vouchers for ten years," said Vreeland.

A. S. Hackley, the "dummy" or "medium" in whose name various "special" and trading accounts were carried on the Ellingwood & Cunningham books, was recalled at the beginning of yesterday's hearing. He was able to cast some light on the trading account in his name which the previous day he had said he knew nothing about.

Examining the books, he said he saw that a small balance on that account had been transferred to "Account 20."

That account was carried for a Dr. Benedict, who ran a sanatorium in the Catskills. Mr. Cunningham had an interest in this establishment.

Hackley "Special Account."

Hackley said he imagined he drew the \$2,000 check to Speaker Nixon, which has figured in the testimony, at Tracy Rogers's request. This check was charged to the \$7,500 "Hackley special" account. Hackley still couldn't remember anything about that account, though he had tried, he said, most of the night to get some recollection of it. He didn't know anything about a withdrawal of \$2,000 on October 21.

Judge Bruce showed that on July 23, 1903, \$500 from this account had been credited to the account of George Maiby. Maiby was then a Senator, and the close personal and political friend of Assemblyman Merritt, chairman of the graft hunting committee. Hackley said he never had any business dealings with Maiby, and couldn't explain the credit.

Hackley couldn't remember receiving anything from W. W. Cole or the Street Railways Association other than the \$10,000 draft, if that came from them. He didn't remember a \$2,500 item on June 26, 1903. Judge Bruce produced an Ellingwood & Cunningham letter acknowledging such a check. Hackley said he knew nothing about letter or check.

In the blotter Judge Bruce showed that there were entries on May 23 and October 26, 1903, with a Chemung Canal Trust Company draft for \$2,500 in each case. Then the entries had been crossed out. Hackley said the writing was that of Edgar Stowe, the cashier. He couldn't remember anything about the transactions.

The graft hunters will resume their sessions next Wednesday. They expect to finish with the Ellingwood & Cunningham books that week and take up the material in the J. S. Bachie books.

William R. Wilcox, chairman of the Public Service Commission for the 1st District, when asked concerning the testimony of Mr. Vreeland, said: "At the time the commission was investigating the traction situation in this city, at which time so many irregularities were brought to light, District Attorney Jerome requested that the commission should refrain from calling Mr. Vreeland as a witness, inasmuch as he might plead that by testifying before the commission he had been given immunity from any prosecution that might follow."

"It will be remembered that the District Attorney was about this time bringing these matters to the attention of the grand jury."

"What hints, therefore, Mr. Vreeland said I cannot imagine, although I understood at the time that he was angered because he was not called by the commission previous to the grand jury investigation."

### Hunyadi Janos

Natural Laxative Water

Speedy Sure Gentle

Drink Half a Glass on Arising FOR CONSTIPATION

### CHANLER'S GIFT TO WIFE

Continued from first page.

said, out of the income, rents and profits then accrued and payable to the said party of the first part out of the Chanler estate trust such part of the aforesaid sum of \$20,000 as may remain due and unpaid, and upon the receipt thereof receipts, acquittances and other sufficient discharges for him and in his name, to make, seal and deliver; but should the yearly income, interest, rents and profits payable to the said party of the first part out of the said Chanler estate trust fund not be sufficient to pay the said party of the second part the sum remaining due to her and unpaid, then the party of the first part doth hereby make, constitute and appoint the party of the second part his true and lawful attorney, irrevocable, for him, and in his name, place and stead, to collect at the periods aforesaid, out of the income, interest, rents and profits then accrued and payable to the said party of the first part by the New York Life Insurance and Trust Company of No. 52 Wall street, New York City, aforesaid, such part of the sum hereinafter provided for that may then remain due and unpaid and upon the receipt thereof, receipts, acquittances and other sufficient discharges for him and in his name, to make, seal and deliver; but should the yearly income, rents and profits payable to the said party of the first part by the New York Life Insurance and Trust Company of No. 52 Wall street, aforesaid, be insufficient to pay to the said party of the second part the sum still remaining due to her and unpaid, the said party of the first part doth hereby make, constitute and appoint the party of the second part his true and lawful attorney, irrevocable, for him and in his name, place and stead, to collect at the periods aforesaid of the income, interest, rents and profits then accrued and payable to the party of the first part by the Union Trust Company of No. 89 Broadway, New York City, aforesaid, any part of the sum hereinafter provided for that may then still remain due and unpaid, and upon the receipt thereof, receipts, acquittances and other sufficient discharges for him and in his name to make, seal and deliver.

### Claims Right to Convey Property.

Lastly, this instrument witnesseth that the said party of the first part doth hereby covenant to pay any transfer or other duties or costs of recording, inasmuch as, whatsoever, which may be due in respect of these presents, and further, that he, the said party of the first part, has a good title and valid right to convey the above property and that he will perform, execute or do all such acts, deeds and things as may be requisite or necessary, and whenever called upon so to do for the carrying into effect of these presents or for other assuring the same in favor of the said party of the second part.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

ROBERT WINTHROP CHANLER, NATALINA (called Lina) CAVALIERI.

Signed, sealed and delivered by the above named Robert Winthrop Chanler and Natalina, otherwise Lina, Cavalieri, in the presence of Hanson C. Cox, J. O. Maughan, 54 Faubourg St. Honore, Paris.

### CHANLER NOT IN RED HOOK

#### Agreement with Cavalieri Filed with Dutchess County Clerk.

(By Telegram to the Tribune.) Poughkeepsie, N. Y., Sept. 15.—A special messenger from New York City arrived here this afternoon with a certified copy of the pre-nuptial agreement between Lina Cavalieri and Robert W. Chanler, which he filed in the Dutchess County Clerk's office. He was particularly about getting it into the hands of County Clerk Ham before the office closed. The document is now a part of the county records.

Reports were circulated this afternoon that Chanler had fled from New York City and was in hiding at his home in Red Hook. Such is not the case, Chanler is as well known that he could not get into Red Hook without the news flashing around, and all his friends declare that they have not seen him. They believe he is still in New York.

The news that the former Sheriff had given all his property to his wife did not surprise his Red Hook friends greatly, for he has always been generous with those who have had his confidence.

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for Women

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#### Specialists in Motor Apparel.

The collection is a most noteworthy presentation of original effects. In every model full deference has been paid to daintiness and beauty, yet there is not lacking the protective features demanded by motoring headwear.

Among the materials are Hats of fancy silk braids, flowered silks, plain taffetas or satins.

Hoods of plain taffeta silk, trimmed with fancy silks. at 5.00

Hats of satin; polo effects, trimmed with ribbon—an entirely new design, at 6.50 & 7.50

Bonnets of plain satin with corded shirrings. In all the leading colors, at 7.50 & 9.50

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BLACK CRÉPE METEOR, 48 INCHES WIDE. USUALLY \$4.00 PER YARD - - - AT \$2.35

BLACK SATIN BROCADES. USUALLY \$3.00 PER YARD - - - AT \$1.58

BLACK DRESS SATINS. USUALLY \$1.50 & \$2.00 PER YARD - - - AT 85c.

BLACK SATIN MESSALINE. USUALLY 75c & 85c PER YARD - - - AT 58c.

THE FOREGOING SOLD IN DRESS LENGTHS ONLY.

Fifth Avenue, 34th and 35th Streets, New York.

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