

RESTITUTION SUIT FOR 'FRISCO ROAD

Action Brought Against the Present and Former Officials.

APPLICATION CHARGES PROFITS OF \$3,975,000

Nixon and Biddle, Receivers, Resign as Officers of the Road.

St. Louis, Dec. 9.—William Niles, of New York, owner of 600 shares of stock in the St. Louis & San Francisco Railroad, to-day asked the Federal District Court for permission to bring restitution suits against present and former officials of the "Frisco. Just before leaving this evening Judge Sanborn granted permission to Niles.

Late this afternoon the receivers also filed a petition in the court asking permission to file a restitution suit in behalf of Bridget Duffy, owner of 101 shares, against the former directors and officers of the St. Louis & San Francisco Railroad who were members of the syndicate which built the Brownsville road and sold it to the "Frisco at a profit of several million dollars. Judge Sanborn said he would announce his decision in this matter in a day or two.

The Niles permission embodying the request charges that B. F. Yoakum, former chairman of the board of directors of the "Frisco; James Campbell, former vice-president of the road and head of the North American company, which brought the receivership suit; Thomas H. West, chairman of the board of directors of the St. Louis Union Trust Company, whose resignation as receiver was accepted yesterday; the late Edwin Hawley and W. K. Bixby, now receiver of the Wabash, made individual profits aggregating \$3,975,000 by selling to the "Frisco short lines which they and other syndicate subscribers had promoted and built.

The personnel of the receivership of the St. Louis & San Francisco Railroad was separated to-day from the directorate and officership when W. C. Nixon and W. B. Biddle, receivers, resigned as president and vice-president, respectively. They also resigned as directors.

Thomas H. West, chairman of the board of directors of the St. Louis Union Trust Company, which financed many "Frisco affairs before the receivership, and a director of the road, already had vacated the office of receiver—his resignation having been accepted yesterday—and to-day James W. Lusk, a retired banker of St. Paul, who previously had not been connected with the road, succeeded Mr. West as receiver. Before the receivership Mr. Nixon and Mr. Biddle were vice-presidents in charge of operation and traffic, respectively.

The resignation of Mr. West as receiver and the retirement of Receivers Nixon and Biddle from their railroad office was due to the investigation into affairs of the road conducted by the Interstate Commerce Commission. This was conveyed in the letter of Judge Sanborn yesterday, in which he accepted the resignation of Mr. West and in the joint letter of resignation sent to-day by Messrs. Nixon and Biddle. In their joint letter Mr. Nixon and Mr. Biddle said they desired to be free as receivers to treat all interests fairly and impartially.

Mr. Nixon and Mr. Biddle were appointed receivers of the road when B. L. Winchell, former president of the "Frisco, resigned as receiver to accept a position with the Union Pacific. Mr. Nixon was elected president a few weeks ago, when the board of directors was reorganized by St. Louis interests. While the road is in receivership the directors have no authority over the property.

William W. Niles, of Niles & Johnson, lawyers, at No. 11 Wall street, in whose behalf a petition was filed in the United States Supreme Court at St. Louis yesterday asking permission to file suits to compel present or former officials of the "Frisco to restore to the company profits they made as members of a syndicate that built and sold feeder lines to the parent company, said yesterday:

"I am starting this action entirely independent of any of the numerous committees that have been organized for the protection of the "Frisco security holders. The revelations at the recent investigation conducted by the Interstate Commerce Commission proved to me that some drastic action should be taken at once. The testimony showed that the directors of the "Frisco voted to sell to that company other properties in which they were directors. This is illegal, and will doubtless be judged so by the court."

POLLOK MAKES LAW DIZZY But Deputy Sheriffs Finally Get Six-Day Race Promoter.

Harry Morgan Pollok, manager of boxers and one of the promoters of the six-day bicycle race, now in progress at Madison Square Garden, was before Judge Smith in the City Court yesterday for contempt of court. Pollok had been arrested earlier in the day by Deputy Sheriff Winters, who had alternated with Deputy Metzger at the Garden in watching all night for the promoter, until they grew dizzy looking at the wheels go around.

Danby Darke, a tailor, had Pollok arrested. It appears Darke made several suits of clothes for the sporting man five years ago. There remained an item of \$140 in favor of the tailor which he has been unable to collect. The judgment was taken in 1911. Since then Darke has obtained an order to examine Pollok in supplementary proceedings, which Pollok disobeyed, as he did a subsequent order to show cause why he should not be punished for contempt of court. Finally the order for his arrest was issued. A member of the law firm of Berg, Berg & Berg, who represented the tailor, held out for \$10 costs when the matter came before Justice Smith, but the court seemed to think Mr. Berg well repaid if he succeeded in getting the \$10. Pollok explained he had been out of the city for a long time.

Dinner for Judge Mahoney.

Judge Jeremiah T. Mahoney, of the Court of General Sessions, who was appointed by Governor Glynn to fill out the term of the late Judge O'Sullivan, will be guest of honor at a dinner given by his friends at the New York Athletic Club Thursday evening, December 13.

Among the guests will be Governor Glynn, Mayor Kline, Council President August, John Purroy Mitchel, President Mahoney, Dudley Field Malone, Collector of the Port James E. Sullivan will be the toastmaster. Before his appointment Judge Mahoney was Commissioner of Accounts.

N. Y. UNIVERSITY PLANS Consulting Architect Named to Help Develop Campus.

Frank Miles Day, of Philadelphia, was appointed consulting architect of New York University yesterday by the committee on the University Heights property. Mr. Day will advise with Frederick Law Olmstead, of Boston, who as landscape architect has been working out a plan for the development of the Schwab property. Mrs. Russell Sage's gift to the university.

This property has been added to the campus since the original design by Stanford White, and it will be the task of the advisory board to extend and adapt the White plan to the entire forty acres so as to preserve the trees and natural beauties of the estate.

Mr. Day was a member of the advisory board of the new Johns Hopkins University, and has built college buildings for Cornell University and the University of Pennsylvania.

The university campus in The Bronx is one of the largest single plots in the city, and is protected by a special clause in the city charter from encroachment by streets. It has a frontage of 2,000 feet on Sedgwick avenue, 1,700 feet on Hall of Fame terrace, and 600 feet on University avenue, and is flanked on the west by University Park and on the east by the old Croton aqueduct. The land is valued by the university at \$1,077,886.35.

The university also retains the old site on the east side of Washington square for its Law School and School of Commerce, and the site on First avenue, opposite Bellevue Hospital, for its Medical School and the Carnegie laboratory.

SON TRAILS DR. HENDRICK TO SPRING ALIMONY TRAP

Lad Sees Father Passing Ex-Wife's Home—Arrest Doctor in Saloon Fight.

Dr. Charles C. Hendrick, divorced twelve years ago by his wife and ordered to pay alimony of \$4 a week; once convicted and later acquitted of conspiring to get the estate of Henry M. Bennett, Pittsburgh millionaire, who, Laura Biggar, the actress, asserted, was her common law husband, and so concerned with Miss Biggar that Mrs. Hendrick, suing for alienation of affection, won a verdict of \$25,000 from the actress, which later was reversed, was passing the house of his former wife, at No. 93 Carroll street, Brooklyn, in an auto last night, when his son, Thomas, sitting on the stoop, recognized him.

The boy hurried in to tell his mother, who has a warrant against the physician charging contempt of court in that he has failed to pay several thousand dollars in back alimony. Mrs. Hendrick told the boy to get a policeman and have her former husband arrested.

With Patrolman Conroy, the lad trailed Dr. Hendrick to David Davidson's saloon, at No. 28 Columbia street, Brooklyn. Conroy refused to make the arrest, saying it was a civil matter.

Davidson, who lives in the same house as that occupied by Mrs. Hendrick, took a part in the conversation and quarrelled with the physician. A fight ensued and Conroy arrested both men, taking them to the Hamilton avenue station, Brooklyn, on charges of disorderly conduct. Davidson was bailed out, but the physician was unable to find a rescuer.

When Mrs. Hendrick learned of this she notified two private detectives, who went with the warrant to the station prepared to serve it if Dr. Hendrick is bailed out. His case will go to the Butler street court, Brooklyn, this morning, and the warrant will be served at the first opportunity.

Ten years ago the physician kidnapped Thomas, but the boy was recovered in Vermont. Two years later he tried to get hold of Mary, his twelve-year-old daughter. There is a third child, Joseph, fourteen.

WALDO AFTER GAMBLERS Commissioner Tells About Destroying Their Paraphernalia.

Commissioner Waldo gave out a statement yesterday covering the activities of the police in suppressing gambling houses and other disorderly resorts. The statement says that before the coming of Waldo gamblers were in the habit of getting writs of replevin, and in that way recovering any gambling paraphernalia which the police had seized.

The Commissioner said that at his suggestion the practice of destroying gambling implements as soon as they were seized had been adopted.

PAUL ARMSTRONG DIVORCED Playwright's Wife Gets Final Decree and \$7,500 Alimony.

Mrs. Rella Abell Armstrong is no longer the wife of Paul Armstrong, the playwright, Justice Lehman yesterday signing the final decree of divorce. They were married in London fourteen years ago.

The court awarded to Mrs. Armstrong the custody of her three daughters, Annabel, Myrell and Elizabeth, and gave the wife \$7,500 a year alimony.

Mrs. Armstrong named Catherine Calvert, a leading woman in a company presenting one of Armstrong's plays, as co-respondent, and the referee who heard the action recommended a decree for Mrs. Armstrong on the evidence given.

More Joy for Daimlers.

More wherewithal for the joy of existence has come to William Daimler and his wife, No. 24 East 24 street, the small family in straitened circumstances which has been aided from time to time since Thanksgiving Day by readers of The Tribune who learned of the old couple's sad plight. Yesterday they were the recipients of a \$5 bill, the gift of a "Good Samaritan," who desires his name withheld. The husband, who is still jobless, says he'd be happy if he could get work in a stable.

GRAYS CAN'T UNTIE HYMENEAL KNOT

Broker Drops His Divorce Suit and Court Dismisses Wife's Action.

"CANNED" LETTERS OPENED IN VAIN

End Is Not Yet. However, for Mysterious Summons Was Filed on Saturday.

Another unusual twist was given in the Supreme Court yesterday to the already much disjointed matrimonial affairs of John Boyd Gray, a member of the Stock Exchange firm of Fuller & Gray, and Mrs. Justine Sutton Gray.

This couple were married and then divorced, and subsequently were remarried to each other. Then each again sued for divorce. The suit of Boyd against his wife was withdrawn when it came before Justice Page yesterday because it was found there was no evidence to substantiate the allegations. The counter suit of Mrs. Gray was placed on trial, and that was dismissed later in the day by a jury on instructions from Justice Page because of lack of evidence. The Grays are still husband and wife.

Edmund E. Sutton, a brother of Mrs. Gray, testified that before Gray started on a trip to Europe he wrote a number of affectionate letters, and left them all in New York, to be mailed from time to time to his wife, who was then in Bermuda. The witness also quoted his brother-in-law as saying that he had gone to Europe on the same steamer with Bessie Clifford, an actress, who was brought into the suit by Mrs. Gray. Sutton said Gray spoke of having called on Miss Clifford in London.

When further questioned about the bundle of letters which Gray left behind to be mailed to his wife, Sutton, who was a confidential clerk in the office of Gray, explained that Gray told him to open any letters that Mrs. Gray sent for him in his absence, and send one of the "canned" letters in response.

"Mr. Gray did not want my sister to know," said Sutton, "of his trip to Europe, and took this means to make her think he was in New York."

Miss Anna V. Carrigan, a trained nurse, testified that Gray had said to her he did not blame his wife for being angry at him.

Following the dismissal of the case in court another turn was given to the Gray affairs by the filing of a summons in the office of the County Clerk of still another

LAWYER HELD IN SWINDLE Finkel Found "Fake" Damage Suits Profitable, It Is Said.

S. Henri Finkel, a lawyer who is said to have obtained about \$20,000 by "fake" damage suits, pleaded not guilty of grand larceny before Judge Swann in General Sessions yesterday. He was released in \$2,500 bail.

One indictment charges that Finkel attempted to obtain \$2,000 from the Travelers' Insurance Company of Hartford, Conn., by a fraudulent suit. It is alleged that the plaintiff who presented a physician's certificate of serious injuries necessitating medical treatment for seven weeks, did not receive such injuries. The second indictment charges the obtaining of \$100 from the Commercial Casualty Company of Newark by means of the same manufactured testimony.

Evidence in the hands of Assistant District Attorney John M. Minton, Jr., it is said, shows that the plaintiff never fell down a coal chute as he alleged. It is charged that he received \$15 for testifying that he did receive such injuries and that the physician who certified to them received \$5. The remaining \$9, it is alleged, went to Finkel.

CODE REPORT LANGUISHES Herbst Says Grimm Won't Sign Building Document.

Alderman Herbst, chairman of the building code committee of the Board of Aldermen, acknowledged yesterday his inability to get the requisite number of members of his committee to sign the report he has written on a proposed new code. The committee had been lined up five to five, Alderman Grimm, the eleven member, being on the fence. Alderman Herbst now says that Grimm has refused to sign the report, and it will not be presented to the Board of Aldermen unless one of the members changes his mind, which is not likely.

NEEDLE CASE BAIL LOWER Megaro, First Held in \$20,000, Released on \$1,000 Bond.

Bail in the case of Armand Megaro, who was held in \$20,000 following a charge by the Newark police that he had picked Mrs. Marjorie Graff in the arm with a poisoned needle, was reduced to \$1,000 yesterday by Judge Hahn, on the motion of the prisoner's counsel, J. Victor D'Alotta. Megaro's uncle furnished bail, and the prisoner was released.

Captain Tufts of the detective bureau said he had no further evidence to offer in the case. He made no objection to the reduction of bail.

DECISION QUASHES \$4,500,000 SUITS

Test Cotton Judgment, Won First by English Firm, Is Set Aside.

CHECKS LITIGATION INVOLVING BIG SUM

Judge Rogers Declares New York Bank Didn't Guarantee Forged Bills of Lading.

In the first decision of importance written by Judge Henry Wade Rogers, until recently dean of the Yale Law School, the United States Circuit Court of Appeals yesterday reversed the judgment for \$7,230 directed by Judge George C. Holt in the Federal District Court in favor of A. Hannay & Co., cotton merchants, of Liverpool, England, and against the Guaranty Trust Company.

As the judgment now set aside was rendered in the first of a series of test suits in which it was sought to fix liability upon New York banking houses for the forged cotton bills of lading which they discounted for Knight, Yancey & Co., of Decatur, Ala., and Steele Miller & Co., of Corinth, Miss., before the failure of those firms in 1910, Judge Rogers' ruling practically quashes litigation involving the sum of \$4,500,000.

In support of the argument made by William D. Guthrie that it was inconceivable that a banker should do business on the basis of guaranteeing the genuineness of a bill of exchange, the Guaranty Trust Company called as its principal expert witness Sir John Paget, K. C., and lecturer on banking at the University of London. The English expert stated that it was contrary to established banking custom in England to hold a bank responsible for the genuineness of a bill of lading, but he explained that the law of Great Britain regarding exchange differed from that of the United States.

In directing the judgment for A. Hannay & Co. on a draft for \$7,230, which was supposed to be secured by a bill of lading for one hundred bales of cotton, but which, after being indorsed by the Guaranty Trust Company, and paid by the Bank of Liverpool, proved to be a forgery, Judge Holt held that the draft was conditional on the shipment of the cotton referred to on the face of it, and on the attached bill of lading. He refused to consider Mr. Guthrie's contention that the action should be governed by the English law and held that the Guaranty Trust Company, by discounting the draft, guaranteed that the cotton had been shipped. In making this ruling

Judge Holt followed a finding of Judge Noyes in demurrer proceedings in the same matter.

Judge Rogers, in the decision occurred in by Judges Lacombe, Cox and Ward, after mentioning that it was expressly stipulated by both parties that any printed decision of any court of England material to the issues in the suit might be received in evidence at the trial, said in part:

"As all the transactions took place in England, there is no doubt that the law of England, as the place where the contract of acceptance was made and was to be performed, must determine the rights and liabilities."

Further on Judge Rogers said: "The testimony established that the instrument in the suit is an unconditional bill of exchange under the law of England; that its acceptance by the Bank of Liverpool was absolutely unconditional; that the presenter of a bill of exchange to the drawee for acceptance does not, under the laws of England, impliedly warrant the genuineness of an accompanying document or attached bill of lading; that the duty to investigate and determine the satisfaction of the party ultimately liable, the genuineness of documents accompanying the bill of exchange in this case the bill of lading rests upon the person who authorizes the acceptance, in the case before us the plaintiff herein."

"If there was any negligence it was in the acceptor, not in the payee, and there is no reason to throw off the loss from one innocent man upon another innocent man."

TO DECIDE BANK'S COURSE

Directors of Bayonne First National Meet Friday.

As National Bank Examiner Charles H. Chapman has announced that he would not permit the re-opening of the First National Bank of Bayonne, which he closed on Monday, until it was reorganized, the directors announced yesterday they would meet Friday night, to decide what course is to be pursued.

It is probable that Chapman's hint that it would be wise to oust George H. Carragan, the president; William H. Vreeland, vice-president, and Hyman Lazarus, a director, will be seriously considered. Carragan has been severely criticized for his methods, it being said that his policy on loans was too liberal.

One of the institutions hardest hit by the bank's closing was the Y. M. C. A. of Bayonne. Last summer it conducted a campaign for a \$75,000 building fund. Of this amount, \$12,000 had been paid in, and deposited in the First National. Several fraternal organizations also will suffer.

Walpole Bros.

Irish Linen Manufacturers

We sell the products of our factories and workrooms direct to the consumer. The values we offer are the best obtainable in New York or elsewhere.

Now is the time to purchase Christmas Gifts. Our stocks will be found most interesting. Below we give a few suggestions suitable for useful presents. Set of our hand loom double damask table linen. Bath room set, comprising bath mat, bath towels and wash cloths. Bedroom towels, guest towels, luncheon sets, centerpiece D'Oyleys, tea napkins, etc. Handkerchiefs of every kind from the plain hemstitch to the most exquisite needle point work.

Our embroidery department is so organized that we can still take orders for initialing.

PLEASE WRITE FOR OUR CHRISTMAS CATALOGUE.

373 Fifth Avenue, New York

LONDON DUBLIN BELFAST MELBOURNE
Factories:—Belfast and Warrington, Ireland
Established 1766



Send It By The Box!



Most dealers now sell clean, pure, healthful **WRIGLEY'S SPEARMINT** for 85 cents a box!

It's the biggest-looking, longest-lasting Christmas gift you can find! Send it to young or old, sweetheart or friends—alone or "for good measure."

CAUTION!

The great popularity of the clean, pure, healthful **WRIGLEY'S SPEARMINT** is causing unscrupulous persons to wrap rank imitations that are not even real chewing gum so they resemble genuine **Wrigley's**. The better class of stores will not try to fool you with these imitations. They will be offered to you principally by street fakirs, peddlers and the candy departments of some 5 and 10 cent stores. These rank imitations cost dealers one cent a package or even less and are sold to careless people for almost any price. If you want **Wrigley's** look before you buy.

Get what you pay for



Your friends abroad would appreciate it—send a box by parcel post.

Be SURE it's **WRIGLEY'S**

We are inserting the above caution solely to protect our customers, who are continually writing us that they have been deceived by imitations which they purchased thinking they were **WRIGLEY'S**.

The Christmas Number of The Brooklyn Citizen

Will Be Published on **Sunday, Dec. 14th**

A corps of experts have been working for weeks to make this issue of **THE CITIZEN** the best that has ever been produced.

It will contain special articles of timely interest suitable to the festive occasion.

Beautiful Pictures
A Christmas Song
The English Yule Log
Xmas in Holland
Hints for a Hostess
and Many Other Features

To be sure of securing this number order in advance from your news-dealer next

3c Sunday's Citizen 3c

Dec. 14th