

Five Seized With Forged Rum Permits

Federal Agents Raid Eighth Avenue Liquor House and Catch Men With Faked Pennsylvania State Orders Called for 400 Cases

Clew Obtained in Arrest of Man With Rubber Stamp of Enforcement Official

Five arrests were made last night by Chief Hugh McQuillan and members of the special intelligence unit of the Bureau of Internal Revenue when a new conspiracy to withdraw large quantities of liquor from warehouses in New York was uncovered. Persistent and patient shadowing by McQuillan's aids of a man arrested by chance several weeks ago at Seventh Avenue and Thirty-fourth Street with a rubber stamp bearing the name of "A. McKean, Federal Prohibition Director for the State of Pennsylvania," in his possession, led to the discovery of this new wholesale violation of the prohibition law.

The five men were arrested at the wholesale liquor establishment of L. N. Goldberg, at 853 Eighth Avenue. Fraudulent permits, bearing the forged signature of Director McKean, are said to have been seized. It is alleged that the permits authorized the release of 400 cases and ten barrels of whiskey.

According to the permits, which Goldberg said he thought were genuine, the liquor was being withdrawn for medical use by the Heights Drug Company, of Wilkes-Barre, Pa. The liquor dealer understood the situation, however, when the special agents rushed in and arrested the five men who were his customers. Goldberg was not arrested. The men were taken to Police Headquarters, where they were locked up for the night. They will be arraigned before Commissioner Hittcock to-day.

First Deputy Commissioner John A. Leach, in the presence of the chief clerks made a tour early Sunday morning of various saloons in the city and its environs. He found, so he said, that liquor was as rare as saddles in the city and that he and his men could find a bottle and a half of whiskey.

He said that over Saturday and Sunday—mostly Saturday evening and at midnight Sunday, 331 arrests had been made. He said 2,440 bottles of booze, 63 barrels of wine and 56 cases, 41 demijohns and 33 jugs of liquor had been confiscated.

Eager to Break Leases One of the most interesting features of his trip, he said, was the number of saloon keepers who asked him for his opinion as to whether they could break their leases and get out of the business. He said that he had read a decision of the Appellate Division of the Supreme Court, in which Justice Wagner holds that a lease made for a store to be used in the business of selling liquor is null and void by the force of the state prohibition law.

The first confiscation of a motorboat under the new state laws was made yesterday by Policemen Daniel Danahy and Edward Morgan, of the Marine Division. Twelve bottles of whiskey were said to have been found in the boat, along with three men, who were arrested.

Ten Chemists Authorized To Test Seized Liquors

The Board of Estimate and Apportionment acceded yesterday, after some dispute, to the request of Grover A. Whalen, Commissioner of Plant and Structures, for funds for ten additional chemists to analyze liquor seized as evidence in prohibition cases. No action was taken on a request made by Police Commissioner Enright for one thousand more policemen because of the demands made upon his department by prohibition enforcement. Comptroller Craig opposed both heartily.

When the request for additional chemists came up before the board, Deputy Comptroller Henry Smith and Alderman President F. H. La Guardia protested and finally voted against it. Deputy Comptroller Smith said that the Legislature intended the city to enforce the law with the forces it now has.

"If they did not," he said, "why don't

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Into what line of investment has \$750,000,000 been put during the past 20 years, and through what investment channel, without the loss of a dollar to a single one of the many thousands who furnished the money?

Only one, and that is the Guaranteed Mortgage and Mortgage Certificate sold by the Title Guarantee & Trust Co.

Is there any other record like it or approaching it? Is there any investment that makes so strong an appeal to the confidence and support of the investing public?

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they send down the state constabulary." "We are capable of furnishing these chemists," said Mayor Hylan gravely, "and we ought to do it. The magistrates demand it, and if we don't do it as soon as a policeman comes into court without the evidence he will be reprimanded by the magistrate, and then there will be big headlines in all the papers. I'm here to administer the law and I've tried to perform my duty to the best of my ability, and I am going to continue to do it. The Governor wants it enforced. If it is not to be enforced it shouldn't have been put upon the books."

The vote was then taken and the resolution passed, 10 to 6. The resolution finally adopted by the board called for a transfer of the \$35,000 needed by Commissioner Whalen from various surplus funds in his department, of Plant and Structures, and the Board of Purchase, Comptroller Crane pointed out yesterday afternoon that such a transfer could not be made legally, concluding that any surplus funds could only be transferred for a deficit in some other department and not for new and additional purposes.

The Board of Estimate acceded last year to approve the transfer of funds by the Board of Education and that board had gone into the courts to try to compel him to do so by mandamus.

The Board of Estimate is open for anybody, who can get all the money they can by special revenue bonds up to \$2,000,000," the Comptroller said. They can get their money from that source for the enforcement of the prohibition laws, provided the aldermen want to give it to them. Otherwise, they will get nothing, if this office can stop it."

Period Pieces Bring \$12,763

Period house furnishings that formed a part of the apartment exhibited at Deimonio's by Karl Freund were placed on sale there yesterday and brought \$12,763. It was the first session of a scheduled three-day sale of antique properties collected in Europe, Irving Berlin, the composer, was a frequent bidder and annexed several items of pottery. The high sale of the day was a Persian Hummer rug, which was acquired by J. B. Thomas for \$145. Deimonio also bought a pair of eighteenth century architectural decorations of the Italian school, paintings in tempera on canvas, for \$20.

Navy Orders

From The Tribune's Washington Bureau WASHINGTON, April 18.—Navy orders issued to-day follow:

- Adams, Ens. E. L., to U. S. S. Kanawha fleet.
- Buracker, Ens. W. H., to U. S. S. Bruce.
- Chapman, Lt. Com. V., to Washington.
- Cushman, Ens. A. E., to U. S. S. Kanawha.
- Dean, Com. Pharm. C. H., to League Island.
- Doll, Lt. C. H., to U. S. S. Salton.
- Foster, Com. Pharm. C. H., to U. S. S. Salton.
- Forrestal, Ens. E. P., to U. S. S. Bruce.
- Grant, Ens. R. F., to U. S. S. Clear.
- Hanna, Ens. W., to U. S. S. Kittery.
- Keith, Ens. R., to U. S. S. Bruce.
- Orvis, Com. Pharm. C. H., to U. S. S. Bruce.
- Purucker, Com. Pharm. C. H., to U. S. S. Bruce.
- Hess, Lt. Com. P. H., to U. S. S. Robert Smith.
- Shortridge, Lt. P. F., to U. S. S. Bruce.
- Stanton, Lt. (J. G.) W. H., to U. S. S. Cedar.
- Stelling, Ens. M. B., to U. S. S. Murray.
- Schwartz, Ens. H. A., to U. S. S. Pensacola.
- Taylor, Ens. P., to U. S. S. Murray.
- Troeger, Ens. C. H., to U. S. S. Pensacola.
- Webb, Ens. J., to U. S. S. Murray.
- Webster, Lt. W. W., to U. S. S. New York.
- West, Lt. M. E., to Asiatic station.
- Wright, Lt. W. H., to Newport.
- Dwyer, Ens. J. A., to U. S. S. Lavallette.
- Clark, Lt. L., to U. S. S. Sapelo.
- Borsey, Com. Pharm. C. H., to Washington.
- Hanna, Ens. H. W., to U. S. S. Mercy.
- Mattinson, Lt. (J. G.) C. J., to U. S. S. Mercy.
- Schlick, Lt. L. P., to Hampton Roads.

Army Orders

WASHINGTON, April 18.—Army orders issued to-day follow:

- From The Tribune's Washington Bureau
- Hitchcock, Maj. A. B., Jr., to anchorage.
- Harris, Lt. J. W., resigned.
- Air Service
- Gilbert, Lt. T. L., to Fort Sam Houston.
- Lynch, Lt. J. E., to Fort Mifflin.
- Kraus, Capt. W. P., to Fort Sill.
- Walker, Lt. R. B., to Fort Sill.
- Walsh, Lt. E. E., to Fort Sill.
- Spatz, Maj. C., to Fort Sam Houston.
- Quartermaster Corps
- Three, Capt. A., to Jeffersonville.
- Wood, Lt. Col. N. P., to Fort Mason.
- Mathews, Lt. E. G., to Camp Meade.
- Johnson, Lt. E., to Philadelphia.
- Coast Artillery
- McCroskey, Capt. S., to Fort Hancock.
- Marshall, Capt. G., to Fort Hancock.
- Hornar, Capt. E. C., to U. S. Army mine plant General Edmund Kirby Paul, Maj. R. P., to Fort Warren.
- Honors by discharged—Hanning, Maj. W. J.
- Medical Corps
- Herdman, Capt. E., to Walter Reed Hospital.
- Curran, Capt. M. W., to Lakeshurst.
- Miscellaneous
- Johnston, Lt. W. P., Sig. Co., to Washington.
- Wyman, Maj. C. L., U. S. A., to Cheyenne.
- Hanner, Capt. H. F., Chem. W. S., to Edgewood.

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James McCutcheon & Co. Fifth Avenue, 34th and 33d Streets

Rent Laws Valid, Highest Court Rules

(Continued from first page)

Derham Realty Corporation agt. La Feltra, March 8, 1921, and Gutag agt. Shatzkin, March 8, 1921, that the emergency declared exists.

The chief objections to these acts have been dealt with in Block vs. Hirsch. In the present case more emphasis is laid upon the impairment of the obligation of the contract on the lessees to surrender possession and of the new lease which was to have gone into effect upon October 1 last year. But contracts are made subject to this exercise of the power of the state when otherwise justified, as we have held this to be.

The court cites various opinions in support of this view, beginning with Mitchell vs. Springs, 199 U. S. 473, 480. The opinion then proceeds:

"It is said, too, that the laws are discriminating, in respect to the cities affected and the character of the buildings, the laws not extending to buildings occupied for business purposes, hotel property or buildings now in course of erection, etc. But as the want of shelter in certain crowded centers, the classification was too obvious, justified to need explanation, beyond repeating what was said above as to new buildings, that the unknown cost of completing them and the need to encourage such structures sufficiently explained the last item on the exempted list.

"It is objected finally that Chapter 951, above stated, in so far as it regarded actual services to be rendered to the tenants, is void on the rather singular ground that it infringes the Fourteenth Amendment. It is true that the traditions of our law are opposed to compelling a man to perform strict personal services against his will, even when he has contracted to render them. But the services in question, although involving some activities, are so far from personal that they constitute the universal and necessary incidents of modern apartment houses. They are analogous to the services that in the old law might issue out of or be attached to land. We perceive no additional difficulties in this statute if applicable as assumed. The whole case was well discussed below and we are of opinion that the decree should be affirmed."

Justice McKenna, dissenting, said:

"This case was submitted with Block, etc., vs. Hirsch, No. 640. [The District of Columbia rent law case which was decided first.]

"Like that case, it involves the right of a lessee of property—in this case an apartment house in New York City—to retain possession of it under a law of New York after the expiration of the lease. This is an emphasis of the other, and the argument in that applies to this. It may be more directly applicable, for in this case the police power of the state is the essential association and the court's judgment is a concession to it. And as we

understand, the opinion, in broader and less hesitating declaration of the extent and potency of that power. 'More emphasis,' it is said, 'is laid upon the impairment of the obligation of the contract' than in the Hirsch case. In measurement of this as a reliance, it is said, 'but contracts are made subject to this exercise of the power of the state when otherwise justified as we have held this to be.' The italics are ours, and we estimate them by the cases that are cited in their explanation and support. We are not disposed to a review of the cases. We leave them in reference, as the opinion does, with the comment that our deduction from them is not of that opinion. There is not a line in any of them that declares that the explicit and definite covenants of probate individuals engaged in a private and personal matter are subject to impairment by a state law, and we submit, as we argued in the Hirsch case, that if a state law have such power, if its power is superior to Article I, Section 10, and the Fourteenth Amendment, it is superior to every other limitation upon every power expressed in the Constitution of the United States, the rights of property to a state's unrestrained conceptions of its interests, and any question of them—remedy against them—denial in such obscurity as to be a denial of both. There is a concession of limitation, but no definition of it, and the reasoning of the opinion, as we understand it, and its implications and its incident, establish practically unlimited power.

Obligations of Contract Impaired "We are not disposed to further enlarge upon the case or attempt to reconcile the explicit declaration of the constitution against the power of the state to impair the obligations of the contract or under any pretense to disregard the declaration. It is safer, saner and more consonant with constitutional preeminence, and its purposes to regard the declaration of the Constitution as paramount and not to weaken it by refined dialectics, or bind it to some impulse or emergency because of some accident of immediate overwhelming interest which appeals to the feelings and distorts judgment." Northern Securities Company vs. U. S., 193, U. S. 197, 400.

"We therefore dissent." The court first decided the District of Columbia case, which was known as the case of Block vs. Hirsch. The Ball Act, as the District of Columbia law is known, permits tenants to remain in possession of rented property at pre-war rates and sets up a rent commission to present on questions of fair rentals. Justice Holmes handed down the majority decision in upholding this law. He declared that the laws of eminent domain and those conveying police powers justified restriction of property rights in cases of public emergency. He said: "Housing is a necessary of life; all the elements of public interest justifying some degree of public control are present. The only matter that seems to us open to debate is whether the statute goes too far."

Justice McKenna, who wrote the dissenting opinion, held that the attack on "constitutional liberties" contained

in the Ball act "struck at the very root of our civilization." He said: "If such exercise of government be legal, what exercise of government is illegal? Houses are a necessary of life, but other things are as necessary. May they, too, be taken from the direction of their owners and disposed of by the government? Who supplies them, and upon what inducement? And when supplied, may those who get them under promise of return and who have no hand or expense in their supply, dictate the terms of retention or use and be bound by agreement concerning them?"

"The statute permits a lessee to continue in possession of leased premises after the expiration of his lease. This is contrary to every conception of leases the world has ever entertained."

"If the public interest can extend a lease it can force a lease; the difference is only in degree and boldness. 'We ask may not the state have other interests besides the nullification of the contracts, and may a police power be exerted for that consumption? If not, why not? Under the decision just announced if one provision of the Constitution may be subordinated to that power, may not other provisions be? At any rate, the case commits the country to controversies, and their decision, whether for the supremacy of the Constitution or the supremacy of the power of the state, will depend upon the uncertainty of judicial judgment."

Decision Protects Every Tenant Until Nov. 1, 1922

David L. Podell, who with William D. Guthrie argued the case involving the New York rent laws before the Supreme Court, said yesterday that the decision meant that every New York tenant is secure in his occupancy of an apartment or house until November 1, 1922. That is the date fixed by the New York Legislature for the expiration of these emergency laws.

Miss Kitty Beale in First Recital at Aeolian Hall

Soprano Sings Light Numbers With Taste; Miss Altman in Piano Program

Miss Kitty Beale, soprano, who gave her first recital at Aeolian Hall yesterday afternoon, sang a light program with taste. With the exception of the "Wynona to the Sun" from Rimsky-Korsakov's "Coq d'Or" and the air "Charmant Oiseau," from David's "Perle du Bresil," the songs were unpretentious and made few severe technical demands. But in these florid airs, as in the simpler songs, Miss Beale displayed flexibility and an agreeable quality of tone. Her diction in English, French and Italian was commendably clear.

In the evening, Miss Eleanor Altman gave a piano recital. She played a program of pieces by Beethoven, Schumann, Brahms, Chopin and other composers conscientiously and with sound ideas of technique.

Work of Naples Needlework Guild on Sale at McAlpin

Mlle. Jane Herveux, the French aviatrix, brought from Italy recently a collection of fine Italian hand needlework which she has placed on display at the McAlpin Hotel.

The work is the product of the women's needlework guild of Naples and includes tablecloths, napkins and doilies.

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The Educational Guide

Look in the Graphic Section of The New York Tribune next Sunday for the School and Camp Guide—if you do not find the school or camp you desire, write us direct. Guide appears the last Sunday of each month throughout the year.

Twenty Years of Knowing How

IN April of this year The White Company entered its third decade of motor transportation. During these twenty years of automotive development the bulk of production has centered in fewer and fewer hands.

It means something to have survived as a builder of motor transportation throughout this period. It means more to have attained by far the largest output in the high grade truck field, and to have the product establish a record of performance accepted everywhere as standard. It is not difficult nor unusual to gain a temporary place in motor transportation. It is quite a different matter:

To build such long life into trucks that earlier models are still delivering a full day's work, after having run 100,000, 200,000, 300,000 miles and more—

To build such dependability into trucks that the members of an entire Reserve Corps, driving 2500 Whites to the rescue of Verdun, were awarded the Croix de Guerre—

To build such economy into trucks that the White has become the backbone of more than 4,700 fleets comprising over 47,000 units—

To deliver such continuous satisfaction that these fleets of White

Trucks grow steadily year by year, and in several instances represent individual investments of more than \$1,000,000—

To develop an organization with forty factory branches and with dealers all over the world.

These results are due to a policy which has never compromised sound design to meet a popular fad; never taken advantage of inflated price conditions; never lessened quality to meet competition; never departed from the idea of building a truck that will do the most work for the least money.

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White Trucks

per cent. So when another individual came along and agreed to pay \$2,500 annually for five years the landlord gave him a lease and then undertook to eject the old tenants. They were perfectly willing to pay a reasonable increase.

"Mr. Swann was included as a defendant in the landlord's action when he declared he would prosecute if they carried out a threat to deprive tenants of heat, light and elevator service.

"The tenants are still in possession, and this decision means that all New York people successfully can shut out deserved ejection proceedings of this sort."

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If the cabinet were injured after this fall it would be an accident, but with a GF Allsteel Dreadnaught it would be merely an incident, because such a strain would not affect it in the least.

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