

JURY INDICTS SCANNELL.

ACCUSED WITH WILLIAM L. MARKS OF ROBBERY THE CITY.

Complacit to Defraud and Malfeasance in Office, Base of the Charges—Both Give Bill—'Nothing in My Administration Warrants This,' Says the Fire Commissioner.

Fire Commissioner John J. Scannell and William L. Marks were indicted by the Grand Jury, yesterday, on charges growing out of the investigation of the Fire Department's office, base of the charges—Both Give Bill—'Nothing in My Administration Warrants This,' Says the Fire Commissioner.

Three indictments were handed down. The first is a document of about seventy-five pages of typewritten matter, names the Commissioner and Marks as co-defendants, and charges the crime of conspiracy on four counts: (1) Conspiracy to neglect duties enjoined by law; (2) conspiracy to evade the law and defraud the public; (3) conspiracy to obstruct the due administration of the law; and (4) conspiracy in demanding and obtaining money for the performance of furnishing the Fire Department with supplies. A man convicted on any of these counts is guilty of misdemeanor and punishable by one year in prison, or \$1,000 fine, or both.

Besides the two separate indictments are found against Commissioner Scannell, charging neglect of duty on three counts: (1) Simple neglect of duty; (2) evasion of the law; (3) defrauding the public.

The Grand Jury handed up the indictments to Judge Cowing in General Sessions just before being discharged. The Court did not issue bench warrants, as George Gordon Battle of the firm of Weeks & Battle, attorney for Scannell and Marks, appeared before Judge Cowing and announced that the two defendants were waiting in his office, having heard that they would be indicted and would come immediately to court and furnish whatever bail the Court should set.

Judge Cowing set bail at \$2,000 each. The Commissioner and Marks reached the Court at 10:30 a. m. and were immediately taken to the City Jail. They were immediately taken to the City Jail. They were immediately taken to the City Jail.

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FREIGHT BY TROLLEY NOW.

THE METROPOLITAN STARTS AN EXPRESS PACKAGE SERVICE.

Using the Old Third Avenue Mail Cars—Hopes to Old With Existing Express Companies—First Cars Sent Out Yesterday Up Eighth Avenue—Other Lines to Have Them Soon.

For the first time in this city baggage was carried over the lines of the Metropolitan Street Railway Company yesterday. Preparations for the installation of a regular express service upon all of the regular railroads but Broadway, controlled by the Metropolitan company, have been in progress for several months.

Only four cars were put in service yesterday and they were run entirely over the Eighth avenue line; but the officials of the Metropolitan Express Company, as the organization which is to run the cars, named, operate at least ten cars over the Madison and Sixth avenue lines, in addition to a safe blower and all-round crook.

The plan of the company is to divide the city into districts with receiving offices in each. Baggage left at these places will be carried by automobile to the nearest depot, and there transferred to the express cars.

"Our aim is not to antagonize the existing express companies," said Henry Sanderson, the President of the new enterprise, yesterday. "It is our desire to have a working arrangement with these concerns. What we are mostly bent upon is to carry their long-haul business. By means of our cars, which will run on regular schedule time, the public will be benefited by having a more expeditious and more economical service than it now has.

At a special hearing on Monday at which the Metropolitan Express Company was asked for an adjournment in order that they might bring witnesses from Moore & Selby's office to testify as to the value of the cars, they could find their way. Their request was denied, however.

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MRS. PENFIELD SAYS SHE'S POOR.

She Owes \$6,000, and Declares She's a Niece of President McKinley.

Mrs. Marie S. Penfield, who says she is a niece of President McKinley, and obtained a divorce from her husband, Frank S. Penfield of Cleveland, Ohio, about five years ago, has since the middle of last April, been undergoing an examination on an application which she has brought in the United States Court to be adjudged a bankrupt.

In her schedule she gives liabilities aggregating about \$6,000. Inasmuch as Mrs. Penfield upon her divorce received an alimony of \$50,000 in cash, certain of her creditors, the largest of them being a well-known dry goods store, have been trying to find out how it was that this amount had been spent in so short a time. Mrs. Penfield's contention now being that she is a poor woman and is supported by her mother, Mrs. Pearson.

Mrs. Penfield in the hearings before Nathaniel Prentiss, referee in bankruptcy at 120 Broadway, has not given the lawyers for the dry goods store much satisfaction. The application for a discharge will come up before Judge Brown in the Circuit Court on July 10. Mrs. Penfield's mother, Mrs. Pearson, has been separated from her husband about eight years, but the divorce was secured in 1896. She is now living at 123 East Eighty-ninth street, at the expense of her mother, Mrs. Pearson. She has since had watched by detectives for fear they might kidnap her. In one part of her examination she was asked if she had not at the time she opened an account for her mother, Mrs. Pearson, in a bank, she owes about \$5,000, stated that she had an income of \$10,000 a year and that she was a niece of President McKinley. "I said nothing about income, but I did say I was a relative of the President's," was her reply.

"You have stated that your husband gave you \$50,000. Any part of that in existence now?" "No, sir, not a penny."

Asked how she spent the money, Mrs. Penfield stated that she had used it to liquidate debts, but she could not tell where she had spent the last of the remaining \$50,000.

She said that for two years she had lived at the rate of \$20,000 a year. "I have lived at the rate of \$20,000 a year," she said.

Asked how she spent the money, Mrs. Penfield stated that she had used it to liquidate debts, but she could not tell where she had spent the last of the remaining \$50,000.

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GRAND JURY TURNED DOWN.

JUSTICE COLLINS DISMISSES IT WITH-OUT TRIAL.

It Had Refused to Indict a Man Accused of Maintaining a Poolroom in Jersey City, Although an Especially Prepared True Bill Had Been Handed It by the Court.

The Hudson county, N. J., Grand Jury for the April term was summarily discharged by Supreme Court Justice Gilbert Collins in Jersey City yesterday afternoon after refusing to find an indictment against "Gene" Sullivan charged with maintaining a poolroom in Pavonia avenue.

The jurors fled into the court room at 3:15 o'clock, headed by Under Sheriff John Heavey. Foreman James N. Davis handed up a batch of thirty-seven indictments and the Justice carefully scanned them. He did not find a bill against any alleged poolroom keepers and looked disappointed. Then turning to the foreman, he said: "I called the special attention of this Grand Jury to the reported existence of gambling places where pool selling was engaged in. The Court finds that no indictment has been found. The Court understands that evidence was presented before you of a place in Pavonia avenue [Sullivan's]. The Court knew that you would not wish to shield anybody and sent for the evidence. I have wondered if you thought the evidence was not sufficient, why you didn't come to the Court for instructions. As you did not, I supposed you were satisfied that the evidence did not warrant an indictment. Some questions have been asked showing that you were inclined to disapprove of the methods adopted in getting evidence. The Grand Jury has nothing to do with methods or motives."

"When a prima facie case has been made and it is your duty to bring in a true bill, the Grand Jury is bound to do so. I supposed you were satisfied that the evidence did not warrant an indictment. Some questions have been asked showing that you were inclined to disapprove of the methods adopted in getting evidence. The Grand Jury has nothing to do with methods or motives."

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'Happy Days' are surely coming, if you have fixed it for beforehand with such Outfittings as we can furnish! The Clothes of all others you'll wear the next two months: Clothes without Heat. Clothes without Linings. Thinnest things imaginable in Coats. Merest apologies for Underwear. Open Work Stockings and Low Cut Shoes. Straw Hats, Outing Caps. All are the things you ought to get to-day. Stores Open This Evening. Hackett Carhart & Co. 3 BROADWAY STORES: Cor. 13th St. Cor. Canal St. Near Chambers St.

WHEAT CORNER DRESSBACH DEAD. The California Who Engineered the Disaster. Wheat Deal 1897. SAN FRANCISCO, Cal., June 28.—William Dressbach, who engineered the disastrous wheat deal in which Flood and the Nevada Bank dropped \$4,000,000, died to-day. Dressbach as a wheat broker accumulated a fortune, and in 1897 tried to corner the wheat market. He bought thousands of bushels and induced Manager Brandner of the Nevada Bank to advance him money to carry on the deal. When Flood was finally warned, the bank was so heavily involved that it would have failed had not Senator Fair come to the rescue with several millions in cash. Dressbach's fortune was wiped out and Flood lost \$4,000,000. It is curious that several years after this episode Flood was killed by a stroke of wheat, in which he dropped \$3,000,000.

Old Crow Rye is a Straight Hand-Made Sour Mash, made by the James Crow formula. Gold Medal Awarded at Paris, 1900. H. B. KIRK & CO., Sole Bottlers, New York. GEORGE A. KESSLER MAKES ANSWER. Says Crews, Lichtenstadt & Co. Sold His Stocks Illegally—Demands \$750,000. George A. Kessler filed an answer yesterday to the action brought against him by the London banking firm of Crews, Lichtenstadt & Co. to recover a balance of \$180,000 alleged to be due from Mr. Kessler on account of stock transactions with that firm. Mr. Kessler concedes that the stocks were purchased at his orders, but charges that Crews, Lichtenstadt & Co. sold his stocks illegally and improperly. Mr. Kessler further avers that he was always ready to carry out the agreements with Mr. Kessler, but that the shares of stock were sold by the firm, Mr. Kessler concedes that the stocks were purchased at his orders, but charges that Crews, Lichtenstadt & Co. sold his stocks illegally and improperly. 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