

M'CURDY ON RACK, SQUIRRELS IN PAIN

President of Mutual Has Bad Day.

DECLINES TO DISCUSS

Puts Himself in Peril of Indictment for Contempt.

LETS OUT MORE SECRETS

Admits Payments for Literary Bureau and Lobbyists, but Can't Explain Why Policy-Holders' Dividends Fall.

NEW YORK, Oct. 17.—Testimony in the insurance investigation, which was resumed today after a week's adjournment of the legislative committee, was most exciting throughout the day and only the repeated threats of Senator Armstrong, chairman of the committee, to clear the room prevented violent demonstrations of disapprobation of the witness, who was Richard A. McCurdy, president of the Mutual Life Insurance Company. As it was, however, there were jeers at several periods of the day's testimony, the temporarily interrupted testimony. These came when Mr. Hughes, counsel for the committee, asked questions that Mr. McCurdy was reluctant to answer or evade, and were made by the crowd that stood at the back of the room, which long ago proved inadequate to accommodate the counsel and witnesses and the crowd of spectators.

Where this investigation is going to lead or where it is going to end has caused no small amount of conjecture and, in some quarters, anxiety. With the many threats that have been taken up and dropped before they have been followed to their ends in order that some new lead may be taken up and with the additional features that are disclosed at most every day, the interest grows more intense.

Maintains Literary Bureau.

In Mr. McCurdy's testimony today a feature entirely new was disclosed and this was that the Mutual Company employed a literary bureau to send out to the press of the country news matter that was of benefit to the company. This information was elicited during the probing of the legal expense account. It came out when a voucher for the payment of \$269 to Joseph Howard, Jr., in 1904, was produced. Another voucher for the same amount paid in May, 1905, was marked "repayable on demand," and "for professional services." Mr. McCurdy had endorsed the vouchers and explained that Mr. Howard was a newspaper correspondent and that his services consisted in syndicating news stories. Pressed further Mr. McCurdy said:

Why Do Dividends Decrease?

During the earlier session of the day an attempt was made to obtain from Mr. McCurdy the reason for reducing the dividends on policies as the business increased and the assets piled up. This question was prompted by the large number of letters received from policyholders. These letters came from all over the country. Mr. Hughes said, but he read a number from policyholders who reside in this city. One in particular for \$3,000 said that in 1876 he drew a dividend of \$6.78, but had been gradually cut until in 1904 he received only \$2. On this matter the witness was not fortified with the information sought; he said that these were not essential matters and, when pressed, replied that he refused to discuss the question. He would proffer a witness, his actuary, whose business it was to know these things, but as for himself, he would not discuss the question.

McCurdy Grows Defiant.

Mr. McCurdy's demeanor was defiant and the spectators bent forward to catch every word and stood on tiptoe, expecting every moment to hear him directed by counsel to answer the question. His proffer of another witness toward his indictment. When Mr. McCurdy would not offer the information sought, Mr. Hughes himself started on another line of inquiry. Later in the day Mr. Armstrong explained that since the information desired by the committee could be obtained by another course, it was agreed to the committee to let Mr. McCurdy place himself in the position he had. Had he, however, been directed to answer and had he, knowing the information desired, then refused, Mr. Armstrong said steps would have been taken to indict him for a misdemeanor, which is the offense of a witness refusing to answer questions before a legislative committee while the Legislature is not in session. If the Legislature were in session, refusal to answer would have constituted contempt.

Trying to Prove Him a Fool.

"You are trying to prove me a fool," the witness retorted.

PIPE SCANDAL INVOLVES LADD

Member of Board Which Lets Contract to Company He Controls.

BIDDERS ARE INDIGNANT

Oswego Iron and Steel Company, Though Its Price Is Much Higher, Gets Contract for Pipe for Eight Miles.

Not only is the award of the \$152,888 pipe contract to the Oregon Iron & Steel Company, made by the Water Board Monday, a violation of the city charter, from the fact that W. M. Ladd, influential member of the board, controls the company, but it has given rise to suspicions among other bidders that the Ladd interests used their influence on the board to secure a big contract for their Oswego iron plant, though their bid was higher than those of unsuccessful rivals, and though cast-iron pipe, which the Oswego plant produces, will cost the city \$37,000 more than would steel pipe, the kind that a number of competitors would have furnished—a sum which, at 5 per cent interest for 25 years, would amount to \$123,000—enough to rebuild the entire line of pipe from the two points that it will connect, Mount Tabor and Highland, a distance of nearly eight miles.

Bidders Are Indignant.

The unsuccessful bidders are complaining that they did not get a square deal, one of them, George C. Strow, agent for the Martin Pipe & Foundry Company, of San Francisco, declaring:

Why Bowles Was Discharged.

A voucher in 1902 for \$10,000 payable to T. H. Bowles was explained by Mr. McCurdy as part payment in settlement of a suit Mr. Bowles had brought against the company. Mr. Bowles had been dismissed by the company for insubordination. Mr. McCurdy said today that the insubordination consisted in "throwing mud" and trying to injure the company.

Mr. Bowles has not been in business since he severed his connection with the Mutual in Milwaukee. He is visiting in this city, and tonight gave out a statement in which he said:

The aspersions cast upon me by the speculations and deductions drawn out by the testimony offered in the insurance investigations are false and I stand ready to go before your honorable body and give the entire testimony of the day as a continual thrust and parry between the counsel and the witness, and when adjournment was taken for the day, Mr. Hughes had not finished with Mr. McCurdy. The latter will be recalled tomorrow and questioned about the trust companies and subsidiary organizations of the Mutual Life.

The fact that James H. Hyde had returned to the city and that William H. McIntyre would voluntarily return to appear before the committee was an announcement of much omen today. It was stated today that neither Mr. Hyde nor Mr. McIntyre will be called this week.

At a meeting of the committee after the session it was decided to hold sessions three days this week.

Lawyer John B. Stanchfield, of Elmira, who was the Democratic candidate for Governor of New York in 1900, was in the committee-room when the session opened. It was reported that he had been retained by the Mutual Life Insurance Company.

Beck's Boast Disproved.

James McKean, associate counsel to the committee, put in evidence from the records a statement of the assets of the Mutual Life Insurance Company and of the Banks of England, France and Germany. James McKean, of counsel for the Mutual Life Insurance Company, claimed last Tuesday before the committee that the assets of the Mutual Life exceeded the combined assets of the Banks of England, France and Germany. By cable Mr. McKean said that he had ascertained the combined assets of these institutions were \$2,250,747,725, while those of the Mutual were \$46,878,321. Further, said Mr. McKean, he had found the salary of the president of the Bank of Germany to be \$20,000 per annum, and that of the chief governor of the Bank of England to be \$10,000. He had been unable to ascertain the salary of the president of the Bank of France.

The examination of Mr. McCurdy was then begun by being questioned first as to the advertising. A clipping from a magazine for October, 1905, was shown him. He said it was an advertisement selling fish the advantages of his company. Witness never saw the advertisement before in his life. He had no more knowledge of what advertising his company puts out than the casual reader. This was the business of the advertising department, he said.

Mr. McCurdy did not know whether some one in the Mutual Life Insurance Company's office had the coupon attached to the advertisement which the reader is instructed to forward to the company for further information, or whether the coupons went to C. H. Raymond, C. O., the metropolitan agents of the Mutual.

Dividends Fall, Assets Increase.

Mr. Hughes announced that the committee had received a large number of letters relative to the dividends on the policies of the Mutual Life Insurance Company. Some of them Mr. Hughes read to the witness, saying those he read were from policyholders in New York City. One writer who had taken out a policy in 1865 for \$3000 on the 10-payment life plan said his dividend in 1878 was \$5.78, in 1881 it was cut to \$2; in 1884 it was reduced to \$3, and in 1904 to \$2. This writer said, was in the face of the reserve increasing year after year.

Mr. McCurdy said Mr. Hughes had the wrong witness. It was the actuary, he said, who looked after the calculation of dividends. Had he been notified a day ahead he would have been fortified with this information.

Mr. McCurdy complained that this investigation was general, outside of what was contemplated when the committee was appointed by the Legislature. He said he understood this was to be an examination of insurance methods, not an inquiry into the business of the Mutual.

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HIGH PREMIUM IS ON REAL HEROES

Carnegie's Committee Finds Them Few and Hard to Discover.

CLAIMS BY FAKE HEROES

Rigid Investigation Shifts Down 500 Alleged to 19 Actual Heroes Entitled to Gifts of Medals and Money.

PITTSBURGH, Pa., Oct. 17.—(Special.)—The Carnegie hero fund committee, whose duty it is to look into deeds of alleged bravery and where a worthy case is found, to give a medal or cash, perhaps both, is not having as nice a time as the outside public has thought.

The ten awards of yesterday brought out the fact today that lots of work is connected with this duty, that in gathering data for these awards, the special agent of the committee traveled 12,000 miles. Several hundred cases had been sifted down to 20, which looked most promising, and the agent was sent to examine into them. He returned with but ten real cases which he could recommend, the other 80 falling down.

Fake Heroes Run Down.

Many efforts have been made to humbug the committee. Misleading and untrue, untruthful statements regarding cases have been sent, entailing a world of expense in time and money in running down. One of the committee today said the public would likely soon become satisfied that nothing was to be gained by sending in exaggerated stories of rescues, that in each case which on the surface looked right the special agent would invariably be sent to make a personal and exhaustive examination of the affair and that any exaggeration of the affair and statement which had been made of the case was bound to be found out.

The committee announced that the testimony of competent eye-witnesses to an act of bravery must be given. Newspaper accounts of rescues are not taken as evidence.

Only 19 of 500 Genuine.

There have been 500 cases of alleged heroism thus far brought to the notice of the committee. That the committee and the public do not agree on ideas of heroism is shown by the fact that, while only 19 have been judged worthy of enjoying proceeds from the hero fund, the other 21 have been rejected, many not having the first elements of heroism.

The committee has announced that real heroism must be shown. When a person knowing full well that his life will likely pay the forfeit, yet freely risks the same to save the life of another, that is heroism. Many applicants have mistaken excitement for heroism. Many amusing have been the applications, some having been called attention to their brave deeds. There are on record applications for medals for those who have caught runaway horses, yet investigation showed that it was done to save property and at no risk. The element of risk must enter largely into applications for hero medals. People who have put out incipient fires, extinguished flames enveloping persons, undoubtedly saving lives, have come to the committee with applications, but have been turned down. Soldiers of many wars have applied only to be refused consideration of their valor on the battlefield. No act performed before April 15, 1904, when the hero fund was established, will be considered.

BURTON WINS ONE POINT

COURT SUSTAINS DEMURRER TO NEW INDICTMENT.

Holdings Charges Not Specific Enough and Orders Special Grand Jury for New Indictment.

Award Is Violation of Charter.

The award of the contract to the Oswego plant is a plain violation of the charter which says in section 15: "No councilman or other officer or employee of the city shall be or become directly or indirectly interested in, or in the performance of any contract for the supply of labor or material to the city."

What the Bidders Say.

"We are the best losers in the world," said a representative of the Shaw-Batcher Company last night, in discussing the award of the contract, "and the only complaint we have to make relates to the injustice of bringing a lot of us here from different parts of the country to bid on riveted steel when there does not appear to have been the slightest intention of making the award upon the basis of that material so matter how low our bids were.

"I have been here two weeks under heavy expense, and three other foreign firms—the Rindon Iron Works of San Francisco; J. T. Ryerson & Sons, of Chicago, and the Jersey Pipe & Foundry Company, of Paterson, N. J., have likewise had men here the same length of time dancing attendance with the idea that the riveted steel people would have a fair show when the bids were opened.

IRVING'S BODY CREMATED

Ashes Will Lie in Abbey Beside Garrow's Body.

LONDON, Oct. 18.—At an early hour this morning the body of Sir Henry Irving was removed in great secrecy to a crematorium, where it was cremated.

BY NORTHWEST PASSAGE

Norwegian Explorer Goes From Atlantic to Pacific.

NEW YORK, Oct. 17.—A special to the Tribune from New Bedford, Mass., says: The whaling schooner Era arrived in port today from Hudson Bay, after two seasons' stay, with 700 pounds of whalebone. She reports that the Norwegian Arctic exploring expedition was successful in making the northwest passage, Captain Comer basing his statements on a letter he had received from Commander Amundsen of the Gjøa, who was at that time, April 22, in King William's Land.

The natives reported that the Norwegian had made the passage, and the commander himself later sent word that the Gjøa will work her way out to Behring Strait during the summer.

MAN AND WOMAN KILL EACH OTHER

Fight Thrilling Duel to Death at Marshfield, Coos County.

MARSHFIELD, OR., Oct. 17.—(Special.)—A double tragedy occurred here about 6 o'clock this afternoon when J. A. Armitage was shot by Mrs. J. O. Stoops, a neighbor's wife, but lived long enough to shoot the woman through the heart, causing instant death. Armitage reached his own home, threw himself on the bed and died in a short time, without giving any reasons for the shooting.

WOMAN SHOT IN HEART

J. A. Armitage Slays Mrs. J. O. Stoops Because She Would Not Return His Love, and Is Himself Slain.

Mrs. Stoops has four children and Armitage has a wife and five children living on a ranch near Eugene. Stoops and family moved to this place about three years ago from near Eugene, and shortly after they came here Armitage arrived on the scene and rented a house near the Stoops. He left his family on his ranch in Lane County, and lived here alone. There has been more or less talk about the attention paid Mrs. Stoops by Armitage, but Stoops evidently had faith in his wife, as no trouble grew out of the gossip.

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About three months ago Mrs. Stoops told Armitage that she had wanted him to come to her house. His reply angered her brother, who was in the room at the time, and he started to shoot Armitage, but Mrs. Stoops threw up her arm and the ball went wide of its mark. Armitage threatened to kill Mrs. Stoops and was arrested and placed under \$500 bonds to keep the peace. Stoops was away from home today, and Mrs. Stoops and her young children locked themselves in the house, fearing that Armitage would force himself upon her.

Armitage sat at his window all day smoking with a rifle at his side. The woman not coming outside the house until nearly time for her son to come from school, he took his rifle and went to her door. When Armitage tried to force it in Mrs. Stoops fired at him through the door, but the ball missed his mark. He then went to a window, fired at her, but the bullet entered the house and started upstairs, where the woman had taken refuge. She fired at him as he came up the stairs, the ball entering his head just above the left eye. He also fired, the ball taking effect in the heart.

MRS. TAGGART'S CHARGES

Says Court Was Prejudiced and Husband Used Money to Cause Bias.

WOOSTER, O., Oct. 17.—Attorney for Mrs. Grace Taggart late tonight filed an amendment to the motion on four counts of adultery and a famous divorce case. The allegations are:

That the plaintiff employed money during the trial and prior thereto, to influence public sentiment and thereby bias the court; that the court accepted evidence not offered to the trial; that the court was prejudiced against the defendant; that the decree was given under the influence of prejudice and passion.

Another Russian Ship Raised.

TOKIO, Oct. 18.—(1:30 P. M.)—The navy department has announced that the Russian battleship Pobeda, which was sunk at Port Arthur, has been successfully refloated.

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The Weather. YESTERDAY'S—Maximum temperature, 54 deg.; minimum, 44. Precipitation, 0.27 of an inch. TODAY'S—Occasional rain. Continued cool. Westerly wind.

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