

BATTLE OF BRAINS

Morgan and Cromwell Have Another Combat.

SENATOR WAXES WROTH

Canal Lawyer's Refusal to Answer Questions Draws Forth Threat of Law—Received No Part of Canal Price.

WASHINGTON, Feb. 27.—William Nelson Cromwell and Senator Morgan measure legal minds all day before the Senate committee on interlocking canals, and in a drawn battle adjourned until tomorrow. Mr. Morgan pursued the witness relentlessly concerning his relations with the Panama Canal Company, asking many skillful questions, which were answered fully and truthfully.

Mr. Morgan put into the record a letter written by Mr. Cromwell to Mr. Wallace, arranging for the interview which took place at the Hotel Manhattan in New York, when Mr. Wallace informed Secretary Taft of his desire to resign his position as chief engineer.

None of Committee's Business.

Mr. Morgan demanded to know of Mr. Cromwell while he was in the service of the Panama Canal Company.

Finally, Mr. Cromwell said that, while he did not think any business of the Senators making the inquiry, he would state that the total payments made to him would not exceed \$300,000. That was all he had received.

Continuing, Mr. Cromwell said he did not think the country could be interested in his private relations as counsel to the new Panama Canal Company.

Morgan Threatens Cromwell.

"I think it is," said Mr. Morgan. "You may monopolize the opinion of the country, but I don't think you do," replied Mr. Cromwell, and then upon hearing repeated the question concerning funds he had received from the French Canal Company.

Thereupon Mr. Morgan called for the revised statutes and read the provision in relation to protection of witnesses before Congressional committees.

Mr. Morgan then read an agreement between Mr. Cromwell and the Panama Canal Company, which embodied a plan for the Americanization of the Panama Canal. This was dated November 21, 1905.

Mr. Morgan said he reserved the right to determine the materiality of the question and proceeded with the examination.

Reading questions which had been submitted to him to be propounded, Morgan called upon the witness to state what had been received from the Panama Canal Company.

Mr. Cromwell said he had not received one dollar of the \$300,000 paid to the Panama Canal Company, but would render his final bill in due course, and that it would be substantial and would be paid. He said he had not received from the Republic of Panama a single cent, and had received no benefit directly or indirectly from the sale of the property; that he had not been interested in the securities of either the old or the new companies, and that his relation to the new canal company was that of counsel, and that his sole compensation had been as such.

Fees as Canal Company Lawyer.

After this reply had been made, Mr. Morgan asked the witness why he objected to making a similar statement of his relations to the canal company prior to the transfer of the property. The witness said he did not object to it.

Suppose the committee decides that it is pertinent?" asked Mr. Morgan.

Questioned concerning the manner in which the \$300,000 had been paid, Mr. Cromwell said the payments were a "small matter of \$10,000 or \$15,000 a year, and that the payments extended over several years.

"Read that question," said Mr. Morgan to the stenographer. "I will get an answer if I can."

"I am unable to specify the services," said Mr. Cromwell. "As I said, it approximated \$10,000 or \$15,000 a year, I called upon the company for money as I needed it. My clients are satisfied."

Continuing his inquiry, Mr. Morgan asked the witness what money he had in his

control which belonged to the Republic of Panama. Mr. Cromwell made a detailed statement concerning his appointment as Fiscal Commissioner for Panama and the investment in New York securities of about \$2,000,000, which was set aside by the Republic as a trust fund.

Roosevelt Advised Investment.

"That is absolutely true," said Mr. Cromwell. "It was you and the President of the United States who advised me to make this investment."

"I do not intend to bring this out," said Mr. Knox. "Are you under bond as Fiscal Commissioner?" asked Mr. Morgan.

The Panama Republic does not feel it necessary to put me under bond, he says you do not," replied Mr. Cromwell. "I don't," said the Senator. "I don't think it would do any good if it did."

Knox Assumes Responsibility.

"I object to the witness answering that question," he looked directly at Mr. Morgan and continued: "I take the responsibility for that action, I will answer that question if you have to put me upon the stand."

Mr. Morgan explained that his intention had been to bring out a statement from the witness as to the necessity of sending the money to Paris instead of paying for the property by Government warrant.

Distribution of \$40,000,000.

At the afternoon session Mr. Cromwell testified concerning the distribution of the \$40,000,000 paid by the United States to the French company and of the claims of the government to the value of \$3,000,000.

Under protest, Mr. Cromwell explained at length the procedure under which the directors of the Panama Railroad were qualified to serve after the sale of the property to the United States.

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RANK NOT EXTINGUISHED

House Retains Title of Lieutenant-General.

DEBATES ARMY EXPENSES

Question of Jurisdiction Between Committees Raises Question Who Bought Flying Machines.

WASHINGTON, Feb. 27.—Military matters held the attention of the House today, the Army appropriation bill being under consideration for amendment. That General Corbin and General MacArthur might become Lieutenants-General, the provision abolishing that rank was eliminated on a point of order raised by Grosvener, of Ohio, who substituted an amendment to abolish the grade after these officers had been promoted, but this too met defeat.

The House passed the Dabzell bill chartering the Lake Erie & Ohio Ship Canal Company with an authorized capital of \$6,000,000.

Who Bought Flying Machines.

The reading of the bill was interrupted by Crumpacker, who raised an inquiry which developed a lively turn of debate.

Mr. Crumpacker had read in the papers the charge that \$30,000,000 had been wasted by Army officers who bought useless apparatus, scientific and otherwise, including flying machines, telescopes, etc.

Metcalfe Dines the President.

WASHINGTON, Feb. 27.—President and Mrs. Roosevelt were entertained at dinner tonight by Secretary and Mrs. Metcalfe, Senators Aldrich and Crane were among the other guests.

Hopkins Again Appointed.

WASHINGTON, Feb. 27.—The President today nominated Charles H. Hopkins to be Marshal for the Western District of Washington.

Row Between Committees.

A sharp dispute arose over committee jurisdiction between the appropriations and military committees.

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should be so marked that, when they come before our committee and are refused, they cannot return to another committee and claim that that committee has jurisdiction of the subject-matter."

What Might Have Been.

Grosvener made a point of order against the provision abolishing the grade of Lieutenant-General.

An interesting review of that rank was made by Clark of Missouri, who said politics had always entered into the question.

An amendment abolishing the rank after it had been done, and it failed only by three votes in the Senate.

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Wonderful Values in New Black Silk Petticoats. Compare any black silk petticoat for which you have paid \$10.00, with the wonderful value in black silk petticoats we are offering today at \$6.75. You will exclaim in favor of today's offering without a moment's hesitation.

An Avalanche of New, Dainty Spring Wash Goods. Beautiful Wash Fabrics from all parts of the civilized world in cotton, cotton and silk, linen, mercerized linen, mercerized cotton. Every color and color combination in a bewildering assortment of designs.

SWELLEST TAILOR-MADE SUITS HERE. Superbly tailored; full of the distinctiveness that finest designing and workmanship can give them and that women prize so highly. Early Spring days are the days to enjoy most fully the wearing of a smart, new, tailor-made suit, and the Lipman-Wolfe stock contains all the beautiful styles that particular women will be most proud to wear.

New Colored Dress Goods. SALE OF POPULAR NEW 50c DRESS GOODS. 50c Yard. 44-inch Gray Panamas, plain and plaid, tailor cuttings; all-wool, beige, vicoreaux, etc.; all shades of gray; special at yard, \$1.00.

NEW BLACK DRESS GOODS. 44-inch Black Tropical Panamas; a new weave; light weight; per yard, \$1.00. 42-inch Black Wool Tulle; per yard, \$1.35.

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KANSAS'S RECIPROcity BILL. Proposes Reduction of Twenty Per Cent on Dingley Tariff. WASHINGTON, Feb. 27.—(Special.)—Representative Curtis (Rep., Kan.) today introduced a bill in the House directing the President to enter into commercial agreements with a view to securing reciprocal trade with foreign countries.

ARCLAY. A Piece of Shrink Quarter Size. 15 Cents each, 2 for 25 Cents. CLUETT, PEABODY & CO. Makers of Cluett and Monarch Shirts.

TUTT'S PILLS. Cure All Liver Ills. Save Your Money. One box of Tutt's Pills will save many dollars in doctors' bills. They will surely cure all diseases of the stomach, liver or bowels.

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The Most Attractive Stock of Millinery in the city. High-class design, original in conception, perfectly executed, trimmed, ready-to-wear hats will delight you. We extend a hearty invitation to our friends and patrons to visit our Millinery Department.

Misses', Childrens' Wear. Third Floor. Quality was the first thing sought for; so it is with our establishment. We are known as the quality house of the West, and to the Misses' and Childrens' Department we have paid so much attention, handling the best grade of merchandise that money would buy and thus planting in the hearts of our customers, a confidence that we have ever been very zealous in protecting. We are sure not a single desirable style has escaped our buyer, and you will be sure to be able to find here the very best style you and your little girl have your hearts set upon.

NOTES FROM THE CAPITAL. The Senate committee on finance has appointed a subcommittee consisting of Burrows, Spooner and Bailey to investigate charges against W. T. Vernon, of Kansas, named for Register of the Treasury.