

He Tells of the Twenty Per Cent and the Bogus Mining Deal.

HE SAYS "YOU KNOW," AN EYER.

And It Sounds Familiar—An Attorney
From Chicago Is Also a Witness
in the Healey Case.

Prosecutor Whittemore resumed the Morris bribery case this morning in the criminal court by making a statement for the government to the jury in which he said that the State expected to show and prove in the course of the trial every allegation set out in the indictment—that the defendant agreed to accept a bribe from Martin Hayken, agent for the furniture firm of A. H. Andrews & Co., in return for which

to give the family's furniture contract to the firm. It was proposed that a written agreement to this effect was made out and signed between these two men. Morris, said the attorney, had entered his plea to the indictment, one of not guilty. Another of previous acquittal and

property. It was also the purpose to show that Morris went to Chicago and "fired up a defense" with Hayken by making with him a purported deal for mining stock which could be shown as an expansion for the receipt of the toll money in case such a showing became necessary through the transaction falling out. Mr. Whittemore went over the ground thoroughly and replied all the details in the illicit business up to its final consummation.

Judge Powers directs the witness to give the first testimony in the case for the government.

the law provided for trial by such a jury before a jury of twelve men. Now it is sought to try this case with a jury of eight; that the court had no jurisdiction to try this case, and especially as with the jury mentioned; that the evidence to be introduced by the state on this trial will be the same as that introduced in the former trial and upon which the defendant was acquitted.

overlook upon the calling of each individual witness. Thus the examination of witnesses proceeded, punctuated with innumerable objections by the attorneys for the defense.

PROVER & SELECTMAN.

Mr. Hammond testified that according to the records in his possession Joseph R. Morris was commissioned a selectman for East Lake county on Nov. 22, 1892, and that his official oath and bond were certified to by the county clerk.

IDENTIFIED THE PAPER.

Exhibitor C, one of the papers

records relating to the furniture contract, and the appropriations made in payment thereof.

HAYDEN IN THE BOX.

Tells of the Twenty Per Cent and the Sugar Shining Deal.

Martin Hayden, having arrived from Chicago, was put in the box for the State and said he came to Men-

here until May, 1894. His purpose in coming here was to endeavor to secure, if possible, for the firm of A. H. Andrews & Co. the contract for instant furnishing of the city and county building. He saw Mr. Morris, the descendant, within two or three days after his arrival and the descendant asked him to prepare a schedule and specifications.

"When Morris saw me the next time he asked me if I couldn't add a few dollars to the \$100,000, and I said I would present the matter to the meeting of the board and would see him later.

WOULD GIVE FIVE PER CENT.

"When Morris saw me the next time he asked me if I couldn't add a few dollars to the \$100,000, and I said I would present the matter to the meeting of the board and would see him later.

added to the total amount in consideration of his services in securing the contract for my firm—that is, the firm of A. H. Andrews & Co.

WANTED FOUR TIMES THE AMOUNT

Mr. Morris told me that five per cent was not enough and he asked me if I could not get a larger amount. I told him that I could not get a larger amount.

five per cent wouldn't do and that he must have twenty. I replied that I could not do as he requested without first consulting my firm. I did so, and A. H. Andrews & Co. wrote me that the amount asked by Morris was above that usually given and was in fact too much for them to agree to, but the firm instructed me to do what I thought was best and secure the contract if possible. I finally made the

1894, to add twenty per cent to the bill and pay the same to him. On April 3, 1894, Morris called at my home at the Knickerbocker hotel and said he wanted some sort of a written agreement made out, which signed, authorizing the payment of the money in consideration of his services in forming for me the turn-of-the-century contract. I made out such a paper and signed the same of A. H. Andrews & Co., by M. Hayken, thereon and kept a copy of the paper for myself, but I never saw the money.

THIS IS OFFICIAL.

—

Statement of General Weyler on the
Cuban Rebellion.

—

DEFEAT ALL BUT CONQUERED.

—

Strategic Points in the Hands of
the Spaniards—The Insurgents
Genially Beaten.

YAMA, Aug. 27.—(Copyrighted by the Associated Press.)—Six contradictory statements have been attributed to Captain General Yrizar since his return from the town of Pinar del Rio, that a correspondent of the Associated Press was trusted to ask the Spanish commander for a real, official and authoritative statement on the subject. There is previous to the departure of General Yrizar for Pinar del Rio a correspondent called to the place where he was being received by the general, was asked to authenticate his statement.

I am, Ladies & Gentlemen, your obedient servant.

Wm. L. Garrison

rejoice and a Baby, whom the insurance claimed were impregnate, was recognized by all doctors after a long and painful examination, and the greatest resistance, lasted only a few hours' fighting, passed to them of black people, although all other races were excluded from the hospital, and all our columns. Scarcely were we reconnected and the illness where the babies had changed is now in the possession of our American friends. The doctor examined the range of hills, the eastern part of the province, and was nothing left him to do but enter his fellows in such places in order to send them to hospital. He was not able to accept

...our friends, who are chasing
in all directions. I have
seen a few military expert men
turn the instruments in the province
of our del Rio and bring about its
effusion within a short time?"

...an excellent source of peyote
and a few other things. I have
heard, "All these strange points are
under the hands and the constant activity
of our troops in all directions com-
ing inside the scope of social
and economic life. I am sure
that these are indicators."

...YOU THINK THE condition of the
provinces of MATAMOROS, TAMAULIPAS and
the State of Coahuila is a
reflection of the instruction?"

...There are no hills like the ones at Pinar del Rio, and the hills for the movement of bodies of water are there more gently, and the water is less turbulent. The local elements and conditions of those lands produce the lack in those three rivers of the rebels the importance that was in the waters of the last. The prestige have been killed. It is ascertained," said the communist, "that almost a many leaders, men who were with him, besides the fact that Macoco's affair the invasion of Pinar del Rio."

The captain general answered that nearly all of Macoco's leading men were at all valuable and were

"Yes," answered Weyler, "the troops mentioned are not in a state of mutiny. Puerto Principe is burning little, and much property has been destroyed. The same is said in regard to the Holguin and Pinar del Rio districts. The rebels destroyed all they could and besides, with the death of Jose Maria, the rebellion has lost its chief. The loss of this man is of importance. I have intention of showing the attention the troops be deterated in that direction, for it is evident that the situation is serious."

The birth of a Prince.
NEW YORK, N.Y., Feb. 27.—Prince Henry of Prussia, wife of the emperor's brother, arrived in this city to wed today. The mother of the former emperor Prince of Rome, she is a sister of the empress of Russia.

Business Failures

CHICAGO, Nov. 27.—Spongengriffer, J. & Co., wholesale dealers in fur, announced judgment today for \$100,000. The stock holds are known. The liabilities are placed at \$10,000. Difficulty in making col-

[illegible]

BATH HOUSE BURNED.
The Buck's Hot Springs Building Destroyed Last Night.

The principal bath building, at Hot Springs was destroyed by fire last night. A defective line in the roof was the cause of the fire. The flames broke forth in the roof, and spread rapidly, and the big open air plunge and lobby.

It was seen from the north side of the building that the men on the ground were

houses was whiffery off and yielded readily to a new heat consumed in less than an hour. The two, which will be each \$10,000, is partially for insurance, though inquiry at Dick's office today failed to reveal whether the company wanted the fittings to offer a special rate, and a report is due for the coming late evening is not known yet whether the company will be able to do so. However, that a new building, a much larger and more expensive, will be reared where the stand.

[illegible]

Wright, testified that the defendant had been paid \$100,000 in advance of the \$200,000 he was to receive on Saturday morning. The defendant said that he brought it in from the race at 11 p. m. It was paid \$40,000 to the defendant and the name of A. J. Williams was written on it. Williams, another employee of the defendant, testified that he had received \$100,000 from the defendant in the morning in the form of a check. The price paid for the mail was \$100,000.

Wright's attorney, Mr. J. M. Williams, was present, the case did not proceed until tomorrow at 10 a. m. in order to allow the defendant to see the evidence.

Meanwhile, the alleged gang continues in its money rackets.

Bennett taken Back.
Hennett, the man arrested by
Filmsaurice last Saturday
evening, on a telegram from Dave-
nauer, and who has been held
in jail since, was taken back from
jail today by Chief Murphy of
the city police. Reports indicate
that the man is commonly termed
"Red" and that he may still claim
to have a check for that amount
which is now being sought. The
man is said to be a very nervous
person, but through the vigilance
of the city police officers \$700 of the
money was recovered.

[illegible][illegible]

oved before about the head. "I found at night New Wales lying by the roadside and his to a neighbor's residence. He was carried for all morning. He was taken to his home. At perhaps at 10 a.m. the unfortunate's head was fractured in shape and indicated that he had been dragged a considerable distance or had been killed by the

for Whitehouse requested the jury case this morning in an effort by making a violent government to the jury in said that the State expected to prove in the course of the obligation set out in the indictment the defendant agreed to write from Martin Hayken, the furniture firm of A. H. & Co., in return for which he to use his influence and his to the duty's furniture company firm. It was proposed to a written agreement to this

DOE POWERS SUBJECTS.

LAWYER FOR THE UNKNOWN DO-ES introduction of testimony in case for which he had defendant had been precluded upon a charge similar presented him and had them testify that the defendants had been guilty of the crime charged. Defense attorneys have been constituted provided for trial or such under a jury of twelve men and women to try this case with a majority vote required for conviction in the House of Representatives.

IDENTIFIED THIS PAPER.

Henry Clara H. V. Meloy was not identified the official relating to the furniture and the appropriations made in therefor.

STAYED IN THE BOX.

On Tuesday, Feb. 2nd and the Same Night Went.

Hayden, having arrived again, was put in the box for a while and said he came to Mah. December, 1882, and remained May, 1884. His purpose in

FOUR TIMES TEN AMOUNT.
said me that five per cent
enough and he asked me if I
said twenty per cent. I told
me his mouth and he said that
event wouldn't do and that he
was twenty. I replied that I
do so he said I was a fool
saying no then. I said I
Andrew & Co. wrote me that
said given by Morris was above
silly asked and was in fact too
them and I was angry; but he
insisted me to do with him
was best and secure the com-
possible. I finally made the
out with Morris, on March 8,

On 11/11/1944, Morris called
to me at the Knickerbocker
and said he wanted some cer-
tain agreement made out and
administering the payment of
royalty in consideration of his
loan forming for me the fur-
nished. I made out such a
document and the name of A. H.
& Co., by M. Heyken, there-
after kept a copy of the paper for
it was later handed back.