

Investigating Serious Reflections Upon the American Loan and Trust Company's Management Made by a Former Employee.

DAMAGING STATEMENTS TO THE DIRECTORS, WHICH THEY STOUTLY DENY AND WHICH THE AUTHOR AFTERWARD REPUDIATED.

IMPAIRMENT OF CAPITAL CHARGED. President Baldwin Was Accused of Fraud and Perjury and of Making False Entries in the Books.

In the American Loan and Trust Company in a solvent condition, or has it been weakened through the mismanagement of its finances?

These are questions to be determined only by a rigid examination of the resources of the institution.

Such an investigation is now being made by Bank Examiners Cahill and Parker, of the Banking Department of the State of New York.

By direction of Superintendent Preston these two officials visited the offices of the American Loan and Trust Company in the Borel Building, at No. 115 Broadway, at eleven o'clock yesterday morning, took possession of the books and assets of that concern and began a searching inquiry, which will not end until it has answered the questions, vital to the fate of the company, which everybody in Wall street was asking yesterday.

The manner in which the State officials were called upon to make a scrutiny of the condition of the company makes rather a curious story.

For some time past there have been vague rumors about hinting that something was wrong with the American Loan and Trust Company.

The Herald, of course, promptly refused to deal with the informer unless he could prove the truth of his most serious charges.

After Informer Hinch read his statement to the directors of the company, he was promptly called upon by me. Those who were not of the three at Hinch's office were called to the office of George A. Minahan, Jr., at No. 260 Post Building, Mr. Minahan being Hinch's legal adviser.

The three gentlemen are all large stockholders and directors of the company. Mr. Thurston, head of the American Loan and Trust Company, is president of the United States Companies, and was formerly a State bank examiner.

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win is vice president, yet no such loan was made, the informer declared. It was merely a book entry to make it appear that the trust company had given much more money than it really had.

In supplementing his statement to me Hinch distinctly and emphatically declared that President Minahan had been advised by the directors of the semi-annual statement of the company's condition which has to be sent to the Banking Department at Albany.

Mr. Minahan also, Hinch said, "I came into the company about the same time as Baldwin," he said, "some ten days before him, and I was in the office of the company when the statement had to be sworn to. I know that not a single one of them which Baldwin ever made was a correct one. They all represented the condition of the company as it really was. As for the statement of the company, for instance, for December 31, 1890, there was, as a matter of fact, about \$400,000 less in cash than Baldwin's statement shows."

Hinch also declared that he swore to the statements. He would come in and throw the statement down and say, "I acknowledge that, and when I insisted on my own statement to be in the regular way he called me a crank."

Hinch also charged that the semi-annual statements were purposely held back until the very last moment, so that the Banking Department at Albany would not have time to examine into them.

Mr. Thurston also, he declared, knew how to pull the wool over the eyes of the bank examiners when they came to examine the condition of the company. The manner in which the statements were passed as satisfactory to the poorest kind of collateral.

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that we considered perfectly good. The Bank Examiner, however, did not regard them in the same light, and therefore the surplus was soaked down to the amount of \$100,000, which was the loss since that time. We have, in fact, made money. Our condition is, therefore, more favorable than it was in October last.

Mr. Thurston was told of a rumor that the investigation of the American Loan and Trust Company had been brought about at the request of a newspaper. He made no reply.

In answer to the question whether the company cleared up the clearing house he said that they did not. They kept deposit accounts with the Third and Fourth National banks and saved the clearing house fees by having their checks pass through those institutions.

I asked Thomas C. Platt why he had resigned from the directory of the American Loan and Trust Company.

"I found," he replied, "that I had not the time to keep myself informed about the company's operations. I was unable to attend the meetings of the Board of Directors, and therefore resigned and sold out all my stock two months ago."

"I know absolutely nothing about the company's condition to-day," he said.

The American Loan and Trust Company was chartered under chapter 988 of the Laws of 1872, under the name of the American Loan and Trust Company, with a capital stock of \$600,000. It acquired its present title by amendment, under chapter 486 of the Laws of 1874, and changed its name to the American Loan and Trust Company.

The members of the corporation to whom the charter was granted were William H. Bond, John E. Bond, Charles E. Hill and Samuel E. Bond. The charter was for a term of ten years, and was renewed for another ten years in 1882.

The company attracted considerable attention in January, 1888, in consequence of a ruction between President Hazard and several members of the Board of Directors, and the resignation of Hazard.

There were charges and countercharges. The directors alleged that President Hazard had loaned \$500,000 to the American Loan and Trust Company, and that he had used the money for his own purposes.

President Hazard laid the responsibility for the poor judgment at the door of Secretary Snow, and said that he had been misled by the directors.

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Little Abe Stole a Pocketbook Containing Twelve Dollars and Was Locked up and Beaten.

RESCUED BY THE POLICE. Both Parents and the Oldest Son Held in Custody—They Will Be Arraigned in Court To-day.

Abraham Trachumovsky, fourteen years old, a half Saxon and scar covered Russian Hebrew boy, was turned over to the custody of Police Matron Travers yesterday. He is a shocking example of moral perversion and physical ill-treatment.

His mother, father and elder brother are prisoners at Police Headquarters, and an older sister and a younger brother are left in the dingy basement that the Trachumovskys call home.

The family consists of Morris Trachumovsky, the father, aged forty-eight years; Leah, his wife, of the same age; Samuel, their eldest son, aged twenty-four, who, like his father, is a pedlar; a daughter, aged eighteen; Abraham, aged fourteen, and Isaac, aged twelve.

The family came from Russia-Poland about two years ago, and except Samuel, lived in the basement of the two-story building, No. 39 Jefferson street. Samuel had a room at No. 10 Cedar street.

For some time past the detectives have been watching Mrs. Trachumovsky, who spent several hours daily on Grand street and other crowded thoroughfares down town, with two youngest boys. It was evident that the mother was teaching her young children to steal, and the detectives, after following their actions closely, traced them to their basement home, and carefully watched the other members of the family.

The father and oldest son seemed to be engaged in a business of the door and street. The mother and young boys, the daily promenades of this trio became so regular that when, on Tuesday, the mother appeared with the youngest boy in the street, the door was opened, and the boy and his mother were taken to the police station.

There was not a stick of furniture in the room and the place was as cold and gloomy as a Siberian prison cell. A jug of brackish water and a piece of bread were the only articles in the room.

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superintendent made charges of neglect and overcharging.

LYDDY RENEWS HIS ATTACK. HE SAYS THAT JUDGE INGRAHAM'S REFEREE GOT NOT \$100 BUT \$500 AN HOUR FOR FEES.

Lawyer James M. Lyddy, who was severely censured by Justice Ingraham, of the Supreme Court, for his conduct in the case of Susan E. Laytin against The James Cunningham, Son & Co., and who in reply wrote a caustic review of the Judge's action in the suit, sends the Herald another communication in the same vein, based upon an editorial in the Herald yesterday, entitled "Another Judge Denounced by a Lawyer."

In that article the Herald maintained that it was the duty of a member of the Bar to fearlessly denounce any judicial outrage, and at the same time the duty of a dignified Bench to promptly punish unwarranted attacks upon its integrity. Mr. Lyddy's letter is as follows:

TO THE EDITOR OF THE HERALD.—You gave utterance to a brave and public spirited sentiment in your editorial of this date when you said: "In our opinion it is right as well as the duty of a member of the Bar to criticize or denounce judicial misconduct, and any one who does a public service who fearlessly exercises that right and performs that duty when circumstances warrant it."

It was with a sense of reluctance, but in the discharge of duty, that I felt obliged to address you the letter which I have the honor to enclose to you. I am, of course, a member of the Bar, and I am, of course, a member of the Bar.

The learned Judge in his opinion states that he was satisfied that the referee, Middleton S. Burrill, did not do his duty, and that he was, therefore, a member of the Bar to fearlessly denounce any judicial outrage, and at the same time the duty of a dignified Bench to promptly punish unwarranted attacks upon its integrity.

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IT LOOKS AS IF FOR GIBSON.

One Drop of the Fluid Found in the Satchel of the Whiskey Trust Secretary Starts a Blaze.

FASTENING GUILT ON THE PRISONER. If Kuntz, of Cronin Murder Fame, Told the Truth, the Accused Previously Attempted to Destroy the Shufeldt Distillery.

CHICAGO, Feb. 13, 1891.—Some very sensational developments were made to-day in the case against Secretary Gibson, of the Whiskey Trust, who is accused of plotting to destroy the Shufeldt distillery. The evidence brought to light to-day will go far toward fastening guilt on Gibson and disprove all statements made in his behalf by his friends.

Mr. William Barry, of counsel for Gibson, and District Attorney Milchrist went before Judge Blodgett this morning and asked permission to examine the package said to have been delivered by Gibson to Debar, and supposed to contain the explosives with which Shufeldt's distillery was to have been blown up.

Judge Blodgett gave the required authority, and Messrs. Barry and Milchrist, together with Inspector Summerville, Special Agent Brooks, Marshal Hitchcock and Captain Stuart, at once began making the examination.

ONE DROP CREATED A BLAZE. When the package was opened a pint bottle full of a light bluish fluid was discovered. The cork was securely wired and sealed. Upon a piece of paper lying on the table a single drop of the fluid which had been alleged to be gin was poured. The instant it came in contact with the paper there was a flash, a stream of fire shot out and the room was filled with suffocating, sulphurous fumes. So quickly did the paper burn that a bucket of water had to be thrown on it to prevent the fire from communicating with other materials.

In attempting to cork the stuff up again the cork was gnawed through. What the stuff was, it is not known, but the fact that it was so inflammable is a fact that is not to be denied. It is nearly as hot as the whole building on fire.

THE STRONG EVIDENCE. The strong evidence proved its principal ingredient to be phosphorus. Some of it had gotten on the hands of Captain Stuart and Mr. Milchrist, and it continued for a long time to burn on their hands. "Our purpose in making the experiment," said Mr. Milchrist, "was to find out if the fluid was the same that was in the bottle which Gibson gave to Debar, and which is supposed to be gin."

Mr. Milchrist said of the result of the experiment: "The chain of evidence securely around Gibson and makes it possible to indict him for attempted arson."

Inspector Stuart said to-night that during a trip to Peoria, Ill., he had seen a package which was found to contain a quantity of phosphorus. The package was found to contain a quantity of phosphorus. The package was found to contain a quantity of phosphorus.

Another detective was put on the case, and while with Kuntz one day the latter pointed out the mysterious man he had seen in Peoria. This man, it is stated, was Secretary Gibson.

Kuntz is a notorious liar, but it is believed that if he could be induced to tell the truth important facts would be brought to light.

It appears that the face value of the whiskey trust certificates which Gibson had in his satchel was \$30,000, the market value of which is about \$15,000, while the amount that Debar says Gibson promised him.

As an effect of the disclosures the price of Whiskey Trust certificates yesterday dropped from 47 to 45 1/2.

GIBSON SAYS IT WAS AN ANTISEPTIC FLUID. PROBABLY, Feb. 13, 1891.—Although whiskey trust people still maintain that George Gibson is entirely innocent the general public has come to the conclusion that he is guilty. There is great excitement at trust headquarters, and agents are going out on every train to cities where trust members reside. Vice President Adolph Woolner left this afternoon for Chicago, where he will meet President Greenleaf and other members of the trust.

Mr. Gibson will have to go farther than Canada to escape us. If Gibson wants to escape the punishment that is sure to come he must go to Europe. No one will attempt to do him. It will be an easy matter to get him back.

Superintendent Hubbs, of the Western Union Telegraph Company, held a secret conference with the trust people this morning, and it is believed that efforts will be made to secure Gibson's telegram. Every time Gibson entered a telegraph office he was watched by some of the trust agents. He was induced upon blanks which had been previously marked with private identification characters by government men.

HERALD TO-MORROW.

MR HUTCHINS' WILL.

THE LATE WALDO HUTCHINS' WILL WAS FILED FOR PROBATE YESTERDAY. It was executed on December 14, 1888. The entire estate is left to the widow, Elizabeth Hutchins, who is appointed sole executrix. The children are Augustus S. Walcott, Jr., William E. Hutchins and Mrs. Julia H. Walcott.

BUSINESS EMBARRASMENTS.

Francis Butler, wholesale dealer in potatoes and produce at the foot of East Ninety-seventh street, made an assignment yesterday to Josiah A. Hyland. The liabilities are estimated at about \$7,000 and assets \$3,500.

Justice McCarthy, of the City Court, has appointed Benjamin W. Truitt receiver for William S. Hitchcock, builder on the application of District Attorney Milchrist.

There were 260 failures in the United States during the past week, according to the preceding week, and 213 failures in the United States during the week ending 24th in 1890. In the Middle States there were 64 failures in New England, 37 in the Southern States, 34 in the Pacific States, 24 in the Territories, 1 in Canada there were 28 failures, against 13 in the preceding week.

Justice of the Peace, of the City Court, has appointed Edward H. Andrus and the Pittsburgh Manufacturing Company, in favor of S. Hinckley & Co., of St. Louis.

Y. E. Flanagan, of No. 425 West Fifty-fifth street, made an assignment yesterday to Jacob Marks, giving preferences for \$30,000. He has been in business since 1866, and was reported to own a large property and adjoining house on West Fifty-fifth street.

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REAL ESTATE OPERATIONS.

BROKERS ARE COMPLETING CONTRACTS FOR VALUABLE PROPERTY.

There was a great deal of talk on the real estate market yesterday, but very little business. In the brokers' offices negotiations for the possession of certain properties near Washington square, also for lots on Central Park West, were progressing, but no result of note had been arrived at at the close of business for the day.

In the auction room of the Exchange Auctioneer John P. Smyth adjoining the sale of Pitt street property, comprising a synagogue on lot 48x100.4.

Auctioneer James L. Wells, however, sold under decrees of foreclosure Nos. 615, 617 and 619 East 141st street, on lot 60x100, for a total of \$3,160, to William Denman.

RECORDED TRANSFERS.

RECORDED MORTGAGES.

RECORDED DEEDS.

RECORDED WILL.

FRAUD AMONG STREET CLEANERS.

CHARGES OF EXTORTION MADE BY TWO FOREMEN AGAINST A