

Bellefonte, Pa., August 21, 1903.

AN AMAZING STORY.

Elaborate History of the Carnegie Steel Company How the Tariff-Protected Monopoly Grew. Its Products Sold Abroad Much Lower Than the Prices Commanded Here.

"No great business has yet been built upon the beautitudes, and it is not all cynicism that condenses a negative decaogue into a positive exhortation to be suc-

essful—somehow."

The above is from the introduction prepared for the "History of the Carnegie Steel Company" by its author, James Howard Bridge. The work, in most elaborate style, has just been brought out for private circulation by the Aldine Book company. If it is a labor of love it is made certain that Andrew Carnegie is not the sole object of Mr. Bridge's affections.

Throughout some three hundred and seventy octavo pages the theme runs along without variation—"be successful, somehow"—and in its application to Mr. Carnegie some very unpleasant material is presented. The action of the ironmaster toward his associates, particularly H. C. Frick, through whom, as the work says, 'success was achieved, somehow'' disclo some curious ideas of business morality.

SENSATION AMONG BANKERS.

Wall street has experienced a veritable sensation in the appearance of Mr. Bridge's book. Copies of it have appeared on the tables of banks and bankers' offices from quarters unknown. It is a book which must have cost thousands of dollars to prepare, full Levant morocco bound, made of beautiful Japanese paper, copiously illustrated with photogravure plates, all in the highest style of the printers' art. The first edition is said to have been limited to fifty copies at \$100 each, and a second edition de luxe to 450 copies at a cost of about \$25

To find such rare and beautiful books. in some cases, donated to him has surprised even Wall street bankers. Surprise has given way to amazement, as in turning its pages the readers have found all sorts of sensations staring them in the face. The innermost secrets of the Carnegie Steel company stand revealed to the light of day. Every detail of the bitter quarrel between Mr. Carnegie on the one hand and Henry Phipps and H. C. Frick on the other are spread out for public view, backed by documentary evidence, copies of confidential decuments, trade secrets, cost of production and the like.

NEW DANGER TO THE TRUSTS.

In the history of the Carnegie Steel company one may read Mr. Schwab's state-ment that steel rails could be produced at \$12 a ton at a time they were costing the consumer \$28. Here, indeed, it would appear, has been forged a weapon which may have deadly effect when placed in the hands of the opponents of the "tariff protected trusts." One may read a division One may read a division of profits running as high as 88 per cent. to the members of the Carnegie associa-

Mr. Bridge, the author of the book, was once private secretary of Mr. Carnegie. That he writes with a strong bias appears evident from the very introduction. In telling of his search for material, he says 'I found Andrew Carnegie's own narrative the least trustworthy of all. He follows this up with a dedication: "To recall their forgotten services, this history of a great bus.aess is dedicated—To the memory of the men who founded it, saved it from early disaster and won its first

Andrew Carnegie's name is not included in this list.

IN FORTY YEARS \$480,000,000 PLANT.

Mr Bridge's history of the Carnegie com-pany dates back to 1858, when Andrew Kloman started a small forge at Girty's Run, in Millvale, Duquesne borough, Allegheny. He traces the company step by step down to the time when it passed to the United States Steel corporation. Although the early portion of the history is of absorbing interest, it is the latter day developments that attracted the attention of the men fortunate enough to possess a copy of the edition de luxe.

As to the growth of the company's earnings in later years and until that preceding its absorption, the following is the re-

Net profits of the Carnegie associations, Carnegie Brothers & Co., limited (to 1892), Carnegie, Phipps & Co., limited (to 1892), and the Carnegie Steel company,

number (from July, 1092.	THE CENTURY OF
1889	\$3,540,000
1890	5,350,000
1891	4,300,000
1892	4,000,000
1893	3,000,000
1894	4,000,000
1895	5,000,000
1896	6.000,000
1897	7,000,000
1898	11 500 000
1899	21,000,000
MR FRICK AT HOMESTEAD	Mocal of

The work done by Mr. Frick during the Homestead strike forms an important part of the work. The author draws a strong contrast between Mr. Frick fighting the battle for the company, beset by assassins, harrassed by political influences and the like, and Mr. Carnegie fishing for salmon or playing golf at Skibo castle. As a re-sult of the strike, the credit of winning which is given to Mr. Frick, the work

says:
"It is believed by the Carnegie officials and with some show of reason, that this magnificent record was to a great extent made possible by the company's victory at Homestead. From that time on the firm profited by the heavy investments it had made in labor saving machinery; and costs allied interests, this shall be upon the basis got so low that one year when the Carnegies made over four million dollars their chief competitor, the Illinois Steel company, had upward of a million dollars loss. The following year the Carnegies made over five millions, while the Chicago company made only \$360,000. By 1897 the cost of the money market was in such condition steel rails on cars at the Braddock mill was only \$12 a gross ton.

Coming down to the attempts made from time to time to sell the Carnegie works,

Mr. Bridge says : 'Ten years have elapsed since the fail-English investors, New schemes of a like character were made in 1899. For a long time past Mr. Carnegie had lived principally abroad and Mr. Phipps had withcern to a prosperity surpassing the dreams of the most sanguine of his colleagues, and in all plans for the future his continued leadership seemed a necessity.

A WAR OF TRADE GIANTS. "But Carnegie was loath to resign in favor of one whose prominence threatened to overshadow his own, and the plans he made for his final withdrawal invariably

Frick. And Frick, full of energy and not yet fifty years of age, had no thought of resigning; so that the plans never got beyond the nebulous stage until the shock of litipens that before the process of crystalliza-

corporation was formed, and it appears that that was merely an afterthought. At first the company dealt with another project, detailed as follows:

Early in January, 1899, to be specific, on Thursday, the fifth of that month, a meet-ing was held at the house of Andrew Carnegie in New York, attended by Messrs. Henry Phipps, Frick, Schwab, Lovejoy, Peacock and Lauder, for the discussion of two questions. The first was the price that should be named for the properties of the Carnegie Steel company and the H. C. Frick Coke company in response to certain overtures to purchase which had been made by a syndicate of New York and Chicago

capitalists.

The second question was whether the two companies should be consolidated in case of a failure to sell them, and on what terms. Both matters were carefully considered, and a decision to sell having been reached the price of \$250,000,000 was fixed upon for the steel company's stock, "carry-ing with it all that is on its books," in-cluding the shares in the coke company. Payment was to be made one-half in cash and one-half in fifty years five per cent. gold bonds.

When these terms were laid before the syndicate they were rejected. While the members did not say so, they had evident-ly expected to make a partial payment in

CARNEGIE ON THE SALE.

A consolidation of the coke and steel business was then decided upon, and on January 14th Andrew Carnegie wrote his wishes to his cousin, George Lauder, as

"Mr. Rogers, Standard Oil and Federal, said truly: "Too big a dog to wag so small a tail.' Now, H. C. F. and I talked over the matter. He will proceed to get plan, new charter, bonds, etc., as propo

"I wish you and Peacock and Lawrence, Frick now wants; or prefer to let things stand as they are with the present fixed rate on coke.

',The Frick company price was \$30,000,-000, if \$75,000,000 mortgage bonds only made by C. S. Co., and you may prefer to do this, or might make the mortgage \$100,-000,000 and only issue \$75,000,000 now, and provide only the other issue for new property to be acquired, which would be the same thing practically as the \$75,000,-000 mortgage.

"I am just as willing to keep my Frick company stock as to sell to C. S. Co., and I suppose H. C. F. is. He can make pay us more than the interest on \$35,000.000. "You should consult all the managers including Singer, and let each state frankly his preference. Also ask Schwab, if he has not gone; if he has, I will see him here.

"It is a matter for all of you to decide, not for me. As I told you, C. S. Co., paying in bonds makes it easy payments—no cash—which is different from heavy yearly payments to make. Personally I am glad to have this year to ourselves to show what we can do. If we wish to sell out, believe me, we can do so ourselves for more than \$250,000,000,"

While the various parties in interest to Chicago, fresh from his promotion successes with other properties, came on the not need it now and will not need it for a

"Toward the end of March overtures Frick properties, with the view of combining them. This time an effort was made to get a price on Andrew Carnegie's indipanies. Mr. Carnegie refused to deal with outside parties, and stipulated that the negotiations should be conducted in the matters I might refer to, but I have no deames of the principal partners, Phipps and Frick. Accordingly, these gentlemen joined the syndicate, with the understanding that Moore and his friends should have." finance the entire scheme.

MR. CARNEGIE'S DEMANDS.

"Carnegie demanded a million dollars for a ninety days' option on his entire interest at a price of \$157,950,000; and he afterwards raised this bonus to \$1,170,000.
The increase was met by Messrs. Phipps and Frick each contributing \$85,000.
Carnegie agreed to return these sums to them later. The other members of the steel and coke companies required no bonus to an option on their shares except the nominal sum of one dollar. These agree-

ments were signed on April 24th.
"If the sale had been consummated it would have been on the basis of \$250,000,-000 for the entire ownership of first party (Andrew Carnegie) and associate owners and interests in all the properties and assets of the Carnegie Steel company, limited, except its holdings in the stock of the H. C. Frick Company and allied interests, namely: About thirty per cent. of the whole of the said H. C. Frick Coke company, in which thirty per cent. in said H. C. Frick Coke company in the said H. C. Frick Coke company in the said second parties (H. C. Frick and Henry Phinns Ir.) may take free parties interest. Phipps, Jr.) may take first party's interest on the basis of \$70,000,000 for the whole of the said H C. Frick Coke company properties and alied interests. And as to the of \$70,000,000 for the entire property and assets of the H. C. Frick Coke company, of which stock the holdings of the said first party is about twenty-five per cent. of the

that no difficulty was anticipated by Judge Moore in raising the necessary funds to carry out his plans, huge as these were. He represented that he would have the co-operation of the National City and the First National banks of New York. The ure of the attempt to sell the works to English investors. New schemes of a like character were made in 1899. For a long porting brought on a panic that was as disastrous as it was unexpected. Occupied drawn from active participation in the in protecting existing obligations, bankers affairs of the company. Mr. Frick's had been the guiding hand that had led the cone engage in fresh ventures, and, realizing engage in fresh ventures, and, realizing the impossibility of safely launching a great enterprise in such troubled waters, Messrs. Frick and Phipps went to Scotland to try to get an extension of their option. At Skibo castle Mr. Carnegie refused to extend the option, and the negotiations came to an abrupt end.

DEPOSITION OF FRICK.

Attempt to Depose Frick." It starts as

the nebulous stage until the shock of liti-gation forced them into some degree of definitieness. The result was an illustra-tion of what Herbert Spencer called 'a con-solidation effected by war.' "

There were numerous preliminary ne-ing in and out of the minds of the partners concerning consolidation and reorganiza-tion. It required the shock of a rupture between Carnegie and Frick to jar the fluid schemes into solidity, and, in conformity with the run of forty years of unin-terrupted Carnegie luck, this shock, which threatened at first to have a shattering effect, further welded the corporate inter-ests, doubled the already enormous wealth of the principal partners, and made the little ones all millionaires.

"The cause of disagreement between Carnegie and Frick that had most influence in producing the final rupture was a diversity of views they held concerning the price the steel company should pay for coke. While Carnegie controlled the majority of the coke company stock, through his personal holdings and those of the firm, there were a few outside shareholders, whose interest it was that the steel company should pay the full market price for its fuel; and to protect these minority stockholders Frick always made as good a contract as he could with the steel company. Carnegie, on the other hand, wished to keep all costs down, tried to obtain specially low rates on coke for his firm. This matter eventually brought about the

final rupture.

Mr. Frick was exceedingly bitter over the alleged hard bargains driven by Mr. Carnegie as to the price of coke, the alleged threats of Mr. Carnegie to build coke ovens of his own and the like, and more than anything else over a charge made by Mr. Carnegie that Mr. Frick had acquired a piece of property in order to contract a profit from its eventual sale.

FRICK'S OPENING ATTACK.

Mr. Frick, on November 20th, 1899, caused to be read at a directors' meeting of the Carnegie company and spread on the minutes his views on the subject, of which the following is an extract :

"The Frick company has always been used as a convenience. The records will show that its credit has always been large-Clemson, Lovejoy, Gayley, etc., to decide by used for the steel company, and is to-whether you wish to buy the other Frick day to the extent of at least \$6,000,000. Coke company stocks at \$35,000,000, which The value of our coke properties for over a Frick new reaction of the steel company and is to-whether you wish to buy the other Frick day to the extent of at least \$6,000,000. year has been, at every opportunity, depreciated by Mr. Carnegie and Mr. Lauder, and I submit that it is not unreasonable that I have considerable feeling on this subject. He also threatened, I am told, while here, that if low prices did not prevail or something was not done he would buy 20,000 acres of Washington Run coal and build coke ovens. That is to say, he threatened, if the minority stockholders would not give their share of the coke to the steel company at about cost, he would attempt to ruin them.

"He also stated, I am told, while here, that he had purchased land from me above Peter's creek; that he had agreed to pay the market price, although he had his doubts as to whether I had any right while chairman of the Board of Managers of the Car-negie Steel company, to make such a purhase. He knows how I became interested in that land, because I told him in your presence the other day. Why was he not manly enough to say to my face what he said behind my back? He knew that he

had no right to say what he did.
"Now, before the Steel company becomes the owner of that land he must apologize for that statement. I at first became interested in that land, as I told you, through trading a lot in Shadyside that I means of a closer alliance of coal and coke properties, former Judge W. H. Moore, of away from the land owned by the Carnegie long time in the future, if at all; but, of course, if they owned it, it might keep anwere made by Judge W. H. Moore, of Chicago, for the purchase of the Carnegieable the Steel company to get into compe-

"Harmony is so essential for the success of any organization that I stood a great vidual holdings of stocks in the two com- many insults from Mr. . Carnegie in the past, but I will submit to no further insire to quarrel with him or raise trouble in

SCHWAB PLEADS IN VAIN.

This was the beginning of the end of Mr. Frick's connection with the company. His associates pleaded with Mr. Carnegie, but that gentleman insisted that Mr. Frick must leave the company. The outcome was clearly foreshadowed in a letter of Mr. Schwab's of December 3rd, 1899, published in the history, of which this is an ex-

tract:
"I have just returned from New York this morning. Mr. Carnegie is en route to Pittsburg to-day and will be at the offices this morning. Nothing could be done with him looking to reconciliation. He seems most determined. I did my best so did Mr. Phipps. I feel certain he will give positive instructions to the Board and stock holders as to his wishes in this matter. I have gone into the matter carefully, and am advised by disinterested and good authority, that by reason of his interest he can regulate this matter to suit himself with much trouble, no doubt but he can ultimately do so. I believe all the junior members of the Board and all the junior partners will do as he directs. Any confied that no action on my part would have any effect in the end. We must declare ourselves. Under these circumstances there is nothing left for us to do but to obey, although the situation the Board is thus placed in is most embarrassing.

Mr. Frick resigned from the Carnegie company on December 5th, 1899, but did stock of the new company. nothing about his stock. This is how that

minutes of a meeting: 'Under the provisions of a certain agreenent between the Carnegie Steel company, limited, and the partners composing it, known as and generally referred to as the 'ironclad agreement,' we the undersigned being three fourths in number of the persons holding interests in said association and three fourths in value of said interests do now hereby request Henry C. Frick to sell, assign and transfer to the Carnegie Steel company, Limited, all of his interests in the capital of the Carnegie Steel company, Limited, said transfer to be made at the close of business January 31, 1900, and to be paid for as provided in said agree-

Done at Pittsburg, this 10th and 11th days of January 1900, C. M. Schwab, Gibson D. Parker, D. G. Kerr, H. E. Tener Jr., A. C. Case, John McLeod, Lewis T. Brown, George E. McCague, W. D. Dickson, E. F. Wood, George Megrew, J. E. Schwab, Homer J. Lindsay, Alexander P. Peacock, Millard Hunsiker, per C. M. Schwab, (pow-Chapter XX of the history of the Car- er attorney); Andrew Carnegie, George mon stock he will receive cash for same; on the shoulder.

included the simultaneous resignation of negie Steel company is headed "Carnegie's Lauder, A. M. Moreland, James Galey, D. M. Clemson, Thomas Morrison, L. C. Phipps, Charles L. Taylor, John C. Flem-ing, W. W. Blackburn, H. P. Bope, James Scott, W. H. Singer, W. E. Corey, George H. Wightman, J. Ogden Hoffman and Chas.

"I hereby certify that the foregoing is a true and correct copy of the original now on file in this office.

"This 5th day of January, 1900.

"F. T. F. LOVEJOY, Secretary.

Mr. Frick, as set forth elsewhere, denied the authority of the company to sell his stock or to be bound by the supplemental "ironolad agreement." It was shown later on that that agreement did not exist in fact. It had been postponed thirteen years before, to become binding on the signature of all persons interested. It was not so signed, and related to the corporation of Carnegie Bros. & Co. in the first instance, not to the Carnegie Steel company.

HIS INTEREST SEIZED However, the "junior partners" did as Mr. Carnegie requested and despite Mr. Frick's protests that the whol- proceedings were fraudulent. He received the follow-

ing note: Pittsburg, Pa., Feb. 1, 1900.

Mr. H. C. Frick : Dear Sir :- I beg to advise you that pursuant to the terms of the so-called "iron-clad agreement" and at the request of the Board of Managers, I have today, acting as your attorney in fact, executed and delivered to the Carnegie Steel company, Limited, a transfer of your interests in the capital of said company. Yours truly,

C. M. SCHWAB. Of course, as is well known, Mr. Frick was not to be so easily deprived of his interests. In speaking about the fact that all the "juniors" voted to depose him one of the band said recently, according to Mr. Bridge: "We were simply a band of circus horses. We all jumped as the ring master cracked the whip." The story of the Atlantic City compromise by which Mr. Frick came to his own, and then the interesting story of how Mr. Carnegie forced the sale of his plant on Mr. Morgan are told in detail. This is familiar to all. Mr. Morgan's National Tube company was a highly prosper-ous concern. It made some plans to erect a billet mill in order to get its own material.

Mr. Carnegie proposed to erect a tube works at Conneaut harbor, which would have been fatal to the Morgan enterprise. At the same time Mr. Carnegie threatened to build his own railroad to tidewater to parallel the Pennsylvania company. The pressure was too great, and after numerous fruitless efforts to sell the steel works to others Mr. Morgan was compelled to take them and many others with them under the name of the United States steel corporation.

THE CARNEGIE COMPANY.

The following is a correct list of stockholders and bondholders of the Carnegie company, as formed or organized after the Frick-Carnegie suit and the Atlantic City

compromise.		
Capital	Was GAL	\$160,000,000
Bonds	. Europa	160,000,000
Shares of Stock.		
		Bonds.
Andrew Carnegie	86,382	\$88,147,000
Henry Phipps	17,227	17,577,000
Henry C. Frick	15,484	
George Lauder	5,482	5,593,000
Chas M. Schawb	3,980	4,061,000
Henry M. Curry	2,829	2,886,000
William H. Singer	2,829	2,886,000
L. C. Phipps	2,654	2,707,000
Alex R. Peacock	2,654	2,707,000
I Inov C Carnagia	2,459	2,510,000
Francis T. F. Lovejoy	885	902,000
Francis T. F. Lovejoy James Gayley	885	902,000
	885	902,000
Andrew M Moreland	885	902 000
Daniel M. Clemson	885	902,000
Daniel M. Clemson Geo. H. Wightman John Walker	884	902,000
John Walker	722	737,000
Chas. M. Taylor	663	677,000
Chas. M. Taylor	663	677,000
John C. Fleming	442	677,000 451,000
William W. Blackburn	442	451,000
J. Ogden Hoffman	442	451,000
George E. McCague	442	451,000
James Scott	442	451,000
William E. Corev	442	451,000
Jos. E. Schwab	442	451,000
Thomas Lynch	317	323,000
Henry B. Bope	295	301,000
Lewis T. Brown	295	301,000
Jos. E. Schwab. Thomas Lynch Henry B. Bope Lewis T. Brown. Robert T. Vandercourt. John B. Jackson. John G. A. Leishman Giles B. Bosworth David G. Kerr Homer J. Lindsay	255	260,000
John B. Jackson	176	179,000
John G. A. Leishman	176	179,000
Giles B. Bosworth	176	179,000
David G. Kerr	147	150,000
Homer J. Lindsay		150,000
Esra F. Woods	147	150,000
Hampden E. Tener, Jr	147	150,000
George MegrewGibson D. Packer	147	150,000
Gibson D. Packer	147	150,000
Wm. B. Dickson		150,000
Albert C. Case	147	150,000
John McLeod	147	150,000
Charles W. Baker	147	150,000
Janet E. Ramsey John Pontefract	95	97,000
Culmanna E Cabana	95	300 10 .3 97,000
Sylvanns E. Schoonmak-	95	coor and the reed
er		97,000
Azor R. Hunt	74	75,000
Alva C. Dinkley		75,000
P. Toesten Berg	74	75,000
Charles McCreery	74 45	75,000
Caroline A. Wilson	19	10,000
Helen R. Wilson	19	20,000
John G Wilson	19	20,000
Edna C Wilson	19	
Clara B. Wilson	19	20,000
Emil Swencon	19	19,000
Emil Swenson	19	19,000
James J. Campbell	19	
Frederick H. Kindi James B. Dill	1	19,000
A. M. Moreland, trustee	3,189	ader bug got ha
Dr. Moreianu, trustee	0,100	
· · · · · · · · · · · · · · · · · · ·	CENTRE CONTRACTOR	表现在1000000000000000000000000000000000000

Total. ...160,000 \$160,000,000 STEEL STOCK EXCHANGE. The basis of exchange of Carnegie stock for the United States steel stock has according to Mr. Bridge, never been definitely set forth before. Here is the document which

rranged the matter. The Carnegie Company,
Office—Carnegie Building. Pittsburg, Pa., March 9, 1901. (Personal and Confidential).

Dear Sir: To facilitate the exchange of the stock of the Carnegie company for stock of the United Steel corporation, the undersigned, at the request of a majority of the stockholders, have agreed to act as a com-mittee on behelf of their fellow stockholders to receive certificates of stock of the Carnegie company, and to make the ex-change for shares of preferred and common

nothing about his stock. This is how that was taken from him, as appears from the minutes of a meeting:

You are therefore requested, if you desire to exchange your stock and to have this committee act for you, to deliver the certificates of stock of the Carnegie com-pany held by you to W. W. Blackburn, who will deliver to you the receipt of the committee therefor. Such certificates must be endorsed by separate powers of attorney, with the names of the undersigned inserted as attorneys in fact with power to them, or to any two of them, to transfer the said share upon the books of the company; prop-er revenue stamps to be attached. The receipt appended hereto will then be signed.

The basis of exchange is as follows: One share of the Carnegie company stock (par value \$1,000) to receive of the United States Steel corportion stock 15,3558 shares of seven per cent. cumulative preferred, par value \$100, \$1,535.58; 14,1061 shares common, par value \$100, \$1,410.61. No scrip will be issued for the fractional shares, but share for common viz:

and where entitled to more than, one half of one share of preferred or common stock he will be alloted and required to pay for the fractional share at the rate above. A deposit of stock with the company will constitute an acceptance of the above

terms by the depositor. Yours respectfully C. M. SCHWAB, L. C. PHIPPS,

W. W. BLACKBURN. THE AUTHOR'S REVELATION. In summing up this matter, Mr. Bridge

"Had all the stockholders been subject to these terms it would have meant that the \$160,000,000 of the Carnegie company stock would have been exchanged for the United States Steel corporation's stock as follows: Seven per cent cumulative preferred...\$240,569, 280

\$466,267,040 Add \$160,000,000 bonds exchanged for the same amount of Carnegie bonds.....

\$626,267,040 "As a matter of fact, however, Andrew Carnegie, Mrs. Lucy Carnegie and George Lauder were paid entirely in United States Steel corporation bonds at the rate of \$1,-500 per share. Thus for 96,000 shares of stock in the Carnegie company they received \$144,000,000 of bonds in the United

negie company.

For the balance of the stock of the Car-\$90,279,040 in the common stock of the

United States Steel corporation.
"At the time of purchase the bonds and the preferred stock were considered worth par and the common stock 50, making the total amount paid at that time \$447,416. 640. Since that time the stocks have declined, but the enhancement in the market the difference. The present values of the securities issued for the Carnegie properties, computing bonds at 14, preferred stock at 84½, and common stock at 35, would make a total of \$461,201,830. Add to this the \$22,000,000 dividend paid to Carnegie stockholders the previous year in adjustment of values in the consolidation of the

From the above compilation some changes are now made necessary by the fall in steel

FRAUD, SAYS MR. FRICK, DESPOILED. 'To the Carnegie Steel Company, Limited On Friday evening, January 12, 1900, for the first time I learned that the Board of Managers of your company, secretly, and

without notice to me, at a meeting on Monday, January 8, 1900, passed a resolution offered by Andrew Carnegie, rescinding a former resoluton of October 19, 1897, touching the agreement of September 1, 1897, and at the same time your secretary was directed to procure the signatures of the present members of the association who had not signed the same to what is now, for the first time in your minutes, called

"the Supplemental Ironclad Agreement, dated July 1, 1892." "This is to notify you that the said action of January 9, 1900, was taken without my knowledge or consent, and I do hereby protest against and object to the same. In some respects the recitals or statements therein contained are untrue in fact. The action did not, and could not, as the resolution asserts reinstate the so-called agreement of 1887. At the instigation of Anout my knowledge or consent, and after a serious personal disagreement between Mr. Carnegie and myself, and by proceed ings purposely kept from me, to make a contract for me under which Mr. Carnegie thinks he can unfairly take from me my interest in the Carnegie Steel company, Limited, Such proceedings are ille gal, and fraudulent as against me, and I now give you formal notice that I will hold all persons pretending to act thereunder liable for the same."

H. C. FRICK." Pittsburg, January 13, 1900. VAST PROFITS OF THE "TARIFF PROTECT-

ED" TRUST. As to the future, even on low prices, I am most sanguine. I know positively that England cannot produce pig iron at the actual cost for less than \$11.50 per ton, even allowing no profit on raw materials, and cannot put pig iron into a rail with their most efficient works for less than \$7.50 a ton. This would make rails at net cost to them at \$19. We can sell at this price and ship abroad so as to net us \$16 at works for foreign business, nearly as good as home business has been. What is true of rails is equally true of other steel products. As a esult of this we are going to control the steel business of the world

You know we can make rails for less than \$12 per ton, leaving a nice margin on foreign business. Besides this, foreign costs are going to increase year by year because they have not the raw material, while ours is going to decrease. The result of all this is that we will be able to sell our surplus abroad, run our works full all the time and get the best practice and costs in this way."

No More Boarders.

"Summer boarders, eh?" said Mr. Hig-gins, with an ugly smile. "No, you bet we ain't got no more summer boarders! I never wanted 'em noway, but 'Mandy she said it'd be pin money for her. Waal, ye know, I jest kinder smiled when that air Mrs. Smith told 'Mandy she'd have to have clean sheets every day; and I must say I sorter laughed in my sleeve when that Dutch woman announced she'd have to have coffee five times a day, an' 'Mandy had ter make it fer her, too. An' then the time that Smith young un smashed half o' 'Mandy's dinner set I told her it wuz a jedgment, 'spite o' the fact that I didn't half like it m'self. But, by Judas!' cried Mr. Higgins, getting mad on the spot at the mere recollection, "day 'fore yesterday, when I found that snide little Brown kidthe one his father calls the Boy Inventor—when I found that cussed little brat had unscrewed every nut an' bolt on my brannew mowin' machine, to see if he couldn't make a steam launch outer the pieces, then them boarders went, an' they went goshall-fired quick, too !"—Comfort.

Carried Off by Gypsies

Thirteen years ago Xavier Moreu, 5 years old, of Gatineau Point, N. Y., disappeared. His clothes were found on the river bank and he was believed to have been drowned The grief of his mother resulted in the

temporary loss of her reason.

Word was received on Tuesday that the exchange will be arranged at the rate of \$100 per share for preferred and \$50 per home at once. He was carried off by a band of gypsies, from whom he escaped Where a depositor is entitled to less than one half of one share of preferred or comThe New Boston Bean Party

Whether or Not the Hostess is From Boston the Game Can be Given on Any Rainy Evenings That Preclude Outdoor Entertainment.

Two New York girls entertaining a Boston friend invented a bean party in her honor, which could be imitated by other girls in search of a bright idea, with or without a guest from the Hub.

The frolic consisted of a number of games played with beans, all of them being of the lively, active sort which young people

of any age would enjoy.

Dried beans both red and white should be on hand before the game begins-in generous quantities. Nothing else is neceseary that cannot be secured in any house-hold at a moment's notice, with the excep-

tion of the prizes and candy tongs.

For the first game arrange two small tables at the extreme ends of the room and move the parlor chairs back against the wall. Place six beans on one of the tables, and on the other none. The player first to begin is obliged to carry the beans one by one to the other tables, and then, also one by one, back again.

Each person tries this in turn, he or she

who accomplishes it in the shortest time winning the prize. The hostess times each ed \$144,000,000 of bonds in the United States Steel corporation. The balance of the \$304,000,000 bonds issued of the latter, the rest of the company, as to time, these two or three decide the prize by drawing contestant by watch or clock. If two or

For a second exciting game attach a short cord to the chandelier in the center negie company, i. e., 64,000 shares, was is-sued \$98,277,120 in preferred stock and a small basket. The basket should be of a build without a cover.

This game also is played by turns. The player whose turn it is to try his luck receives twenty-five beans, five of which are red and the rest white. He takes up his stand at one end of the room and the basket is made to swing on the cord. The value of the bonds has more than made up the difference. The present values of the securities issued for the Carnegie properties, securities issued for the Carnegie properties. most points receives a pretty gift in appre-

ciation of the dexterity displayed.

Another suggestion: Secure from the confectioner or tinsmith as many of those tin bonbon tongs (such as come in candy ment of values in the consolidation of the coke and steel properties, and we reach the total cash value of the business to which Kloman's little forge had grown in forty years."

From the above compilation some changes the centre of which a quantity of these beans has been heaped, and give each person a pair of tongs. At a given signal all begin to fill the baskets with the beans, using the tongs for picking them up. One bean only may be picked up at a time. The player who is first to fill his basket (a certain number of beans should be decided upon for this) wins the prize.

This new frolic is warranted to amuse a

second Diogenes—if the company should include so unhappy a mortal. All the beans in the room are gathered to

gether before beginning it, and placed in a large bowl-the cracked ice bowl from the dining-room will be found convenient for the purpose.

Each player in turn dips into the bowl, fills his hand with the beans, and runs with the handful thus obtained entirely around the room. At the end of his progress the beaus he has succeeded in retaining are counted by the hostess, who keeps score of each player's success in that line. No beans dropped while running count anything towards the game.

Two prizes are necessary here, one for the most successful gentleman and another for the luckiest lady. A man's hands are ordinarily so much larger than those of a woman that it would not be fair to put them in competition.

An empty bottle with a long neck is the

piece de resistance in this feature of the fun. The opening of the bottle must be large enough to admit of the entrance of a bean and should not be too much larger. Give each man or girl five beans, four white and one red ones. The sport consists in dropping these into the bottle through the narrow aperture at the top. According to the rules of the game, the dropper may not lean over the bottle or try in any way to guide his bears into it. He must stand

shoulder. A pretty out glass vase or bottle might reward the most skillful competitor. The trophies may or may not be suggestive of beans, according to the conveniences of the hostess. Here are a few of the arti-cles that could be chosen to carry out the beany idea of the affair :-

erect holding the arm straight out from the

Stick pins with bean shaped stones for heads; the popular neck chains with oblong rounded beads; a pretty silver or china dish for serving Boston beans; a spoon for serv-ing them; a box of candy, the bon-bons of

which resemble a bean in shape.

Of course, any hostess who finds a separate prize for each game too great a drain upon her finances could simplify matters by giving a "point" in each game, the greatest number of points to carry off a final prize.

Treasure in a Bustle. One With \$7,300 Hidden in it Found Just in

Word was received by Union depot officials in St. Paul, Minn., recently that the missing bustle, in which \$7,300 had been sewed by Mrs. Augusta Van Clerke, of Shawnee, Kan., and which she supposed she had dropped from a Rock Island train while en route to St. Paul, has been found. Mrs. Van Clerke in the hurry of leaving her old home, had forgotten the valuable article and returned home just in time to save it from being burned with a lot of rubbish by the new tenants of her house.

A Misunderstanding.

Mistress-"Jane, did you go round and ask how old Mrs. Jones was this morning, as I told you to?" Jane-"Yes, ma'am; and she said that, seeing as how you had the impudence to ask how old she was, she'd no objection to

Will Count Toward a Fall Suit.

Husband—"Do you think my full beard is an improvement?" Wife—"How much does it save you a

telling you she was 74."-Comie Cuts.

week ?" "About a dollar." "Yes, it's an improvement."-New York

Self-Depreciation.

"What I like," said Willie Washington, 'is a good, sensible girl." "Why don't you propose to one?"
"What is the use? If she were sensible she'd say no!"—Washington Star.

Troubles Never End.

After a man get through investing in trouble he sometimes finds that his daughters and sons have invested in some for him by marrying .- Topeka Journal.