

GERMAN INTRIGUE IN THE UNITED STATES

Special Federal Officers Have Traced Up the Rumely Purchase of The New York Mail.

TO VON BERNSTORFF AND THE KAISER

Why Sam McClure Was Chased Out of England—A Hundred Millions of German Bonds Sold to American Germans as a Press and Magazine Reptile Fund—How the Name of Mrs. Busch of St. Louis Comes Into the Story—Charges of Treason May Follow.

No one here in Canada can imagine the furore that the exposure of intrigue of the German Government and its ambassador, Von Bernstorff (the Kaiser included) to bedevil the newspaper and magazine press of the United States, has caused in that country. Dr. Rumely is to be tried for perjury, perhaps for treason, in connection with his purchase and editorial management of The New York Mail. Sam McClure, the head of the magazine with his name on it, is involved; and we know now why, when he landed in England, he was immediately sent back to the States. He is the man who advertised himself as the discoverer of Rudyard Kipling. Mrs. Busch, wife of the wealthy brewer of St. Louis, is also involved.

Special agents of the United States Government have been at work for months on the case and we are now able to print a lot of the information on which Dr. Rumely's arrest was based. He is soon to be tried and it will be one of the great state trials of the United States. Other trials are to be put on all over the States to show the magnitude of German intrigue in that country, and how firm after firm, doing business there, were German agents trading under false pretences. How the money for the purchase of The Mail was transferred from bank to bank, and from one man to another in the Rumely case, is a story of itself. Canadians will be more than interested in it. Some say we may find out why the Sovereign Bank in Canada got half of its share capital from Germany; also how other things were done here.

[From The Editor & Publisher, New York, July 13.]

The New York Evening Mail, whose owner, Dr. Edward A. Rumely, was arrested last Monday evening on a charge of perjury, is continuing publication under a temporary arrangement with Mitchell Palmer, United States Alien Property Custodian.

Henry L. Stoddard, formerly publisher of The Mail, and Paul Block, head of the advertising concern of Paul Block, Inc., are in charge of the affairs of the property under the temporary arrangement. How long this arrangement will persist, or if it will be revoked by Mr. Palmer, it is to be determined at Washington, where Mr. Stoddard and Mr. Block were at the latter part of the week in consultation with Mr. Palmer and Francis J. Garvin, the custodian's representative in New York.

When the control of The Mail passed to Dr. Rumely, June 1, 1915, one of the terms of the sale was in the event that the property ever became jeopardized the bondholders should enter, take possession and conduct it for their own interests. Mr. Stoddard and Mr. Block are the largest holders of The Mail bonds, and under the terms of that agreement were permitted by Mr. Mitchell to assume charge.

Charge is Perjury. Altho the charge against Dr. Rumely is perjury, based upon his alleged statement recently to the Alien Property Custodian that the stock of The Evening Mail was American-owned, when in reality it was owned by German interests, it is not by the Imperial German Government direct, according to German Government officials, a statement made by Assistant United States District Attorney Harper when Dr. Rumely was arraigned before United States Commissioner Hitchcock on Tuesday, indicates that the government intends to make a far more serious charge against him—possibly treason.

Asking the bail to be fixed at \$50,000, Mr. Harper said that the government had evidence that Dr. Rumely had handled large sums of German money, not only for the purchase of The Mail, but for other purposes as well. Commissioner Hitchcock fixed the bail at \$50,000, but the assistant district attorney, after a conference with Frederick J. Powell of Powell, Wynne & Lowrie, counsel for Dr. Rumely, said he was satisfied that the bail was not too high, and that the amount and content of a reduction to \$35,000, which was given in thirty-five Liberty bonds of \$1000 each.

In a statement made late in the day Mr. Stoddard, reviewing the history of the property, said that at the time he turned over the property to the latter it was losing \$1000 a day and he had decided to suspend publication if he could not dispose of it. He originally acquired the Mail, he said, from the estate of the late Elihu P. Shepard, buying \$287,000 in bonds. His present holdings, all in two issues of bonds, he placed at \$375,000, but added that he did not know exactly how he stood financially now, as he had allowed Dr. Rumely to put up some of the bonds as security for loans.

He agreed to sell his stock for \$735,000, clear the property of debt and leave \$100,000 in the treasury as an operating fund. He received the stipulated sum, he said, paid the debts, left \$100,000 in the treasury and pocketed \$200,000. It appears, then, that the debts were \$165,000. According to government figures Germany has put \$1,661,000 into The Mail, the balance over the purchase price being to meet deficits. The Mail is carrying at this moment has not appeared.

The disposition of the funds which Dr. Rumely handled is a matter that is engaging the interest of the federal authorities. Testimony given before the federal grand jury since his arrest is said to prove that besides the money with which he purchased The Mail he handled other sums. It is known that he put \$250,000 into improving the plant of The Mail, and that he invested \$750,000 in The Mail news and feature syndicate. Also that he lost \$50,000 in promoting the Rubel Goldberg motion picture venture that did not succeed.

The federal authorities also say that he was close to Bernstorff and Dornburg, distributors of vast sums of money in this country for the German Govern-

ment, they have not yet connected him directly with ultimate distribution of the funds. They do declare, however, that the money Dr. Rumely used to buy The Mail was from a heavy sum raised under the sale of German war bonds in this country.

Dr. Rumely, since his arrest, has made but one statement, that he declared that he would make another that would clear him absolutely not only of the charge of perjury, but of any suspicion of treasonable action as well. In his single statement he spoke merely of the editorial policy of The Mail as not in the least pro-German. He said:

"The policies of The Mail have been under my complete and sole control. The financial transaction by which Dr. Rumely came into possession of the funds for the purchase of The Mail, in which investigation Mr. Stoddard says he gave the federal agents his assistance. Whether or not Dr. Rumely feared the result and wished to rid himself of a dangerous property, it is said on excellent authority that The Mail was offered for sale to a number of publishers within the month before Dr. Rumely's arrest. The price was fixed at approximately \$1,000,000, which two bonds, issues, one of \$500,000 and the other of \$500,000, were to be a part of the \$1,000,000. It was represented that the \$1,000,000 price had been fixed by A. Mitchell Palmer, who, according to developments, was at that time aware that the property was owned by German interests, and who had decided to take the paper over under the Alien Enemy Act. Besides being offered to several publishers individually, it is understood that the sale of The Mail was placed before a syndicate of capitalists who wish to control an afternoon newspaper in New York.

Efforts to effect a sale proving unavailing, Dr. Rumely took his associates it was impossible to get rid of the property. It is not apparent, however, how Dr. Rumely would have profited by the transfer of The Mail, so far as clearing himself from odium is concerned, since he would have remained in the same position of having acted for German interests if the charge of the alien property custodian is true.

The private statement given up in the negotiations was that the government expected to take over the place and supply the necessary funds for its operation. It was reported at that time that the paper was losing money at an alarming rate, and that many of its fixed charges remained unpaid, and that the management was at a loss to obtain money for its continuance. It is said that The Mail lost \$250,000 in 1917, and that the losses for the first six months of 1918 ran to approximately \$75,000. The reduction in the losses for the first half of 1918 from the average for 1917 was due, it was said, to the advance in the price from one cent to two cents. The total receipts of The Mail for the last year were about \$1,250,000, while the total expenses were about \$1,500,000.

It has been learned that the expenses of the various departments of the paper were approximately as follows:

Editorial \$275,000
Composing room 175,000
Press and stereotype 120,000
Advertising department 215,000
Business office 210,000
Administration 65,000
Paper 860,000
Interest 85,000
Miscellaneous items 75,000

Total \$1,580,000

The paid circulation of The Mail on

April 1, 1918, according to the report made to the government at that time, was 130,000.

Two Directors Resign From Paper as Stoddard Insists It Will Support America Fully

Since Mr. Stoddard and Mr. Block undertook the management of The Mail and Express Company, the style of the corporation publishing the paper, have resigned. They are Kurt Reisinger, a son of the late Hugo Reisinger and a grandson of the late Adolphus Busch, of St. Louis, and Walter Kaufmann, of the law firm of Hays, Kaufmann & Lindheim, of 40 Wall street. It has been said that a large part of the cash that was raised in this country for German propaganda was furnished by Mr. Busch's widow, and that she was directly interested in the control of The Mail. The latter statement she has denied to the federal authorities.

There has as yet been no denial from Dr. Rumely that The Mail was bought for German interests, and since the purchase was made before the United States entered the war that in itself would not be an overt act against the United States Government. Dr. Rumely is understood to have urged this upon the district attorney and others, and pointed out that since the United States entered the war the editorials of The Mail have been of a pro-German character, and that the American declaration of war, editorially, were distinctly anti-British appeared, the effort being apparently to cause a sentiment in this country against England, which would have favored the German cause, especially as Mr. Stoddard's attacks upon the British blacklist have resulted in serious complications between this government and Great Britain.

On Tuesday, the day after Dr. Rumely's arrest, the first edition of The Mail did not appear on the streets until after 1 o'clock in the afternoon. The first page contained a statement by Henry L. Stoddard, saying that S. S. McClure had introduced Dr. Rumely to him to negotiate the sale of the Stoddard stock. There were rumors at that time that Dr. Rumely was seeking to purchase a control of a New York paper, the there was not a breath of suspicion against any of the parties concerned with Dr. Rumely.

While he was negotiating with Dr. Rumely, Mr. Stoddard declared, Hugo Schweitzer, who represented the German Dreyfuss Trust in New York, called several times with the announced purpose of purchasing the paper for German interests, a proposition which Mr. Stoddard refused to consider. He had no idea of the source of the money Dr. Rumely said he could pay for The Mail, and argues that he had no right to inquire. He asserts that Dr. Rumely told him that every man in the Columbia Trust Company, the executor of Mr. Stoddard, as well as Mr. Stoddard's former partners in the firm of Crossman & Stoddard, the coffee importing house, were informed of that, so far as they know, Mr. Stoddard never concerned in these transactions.

When Mr. Stoddard's bonds matured, Oct. 1, 1917, he conferred with a number of friends upon the advisability of taking over the paper because of a suspicion that it was not warmly American, even after war had been declared against Germany. Among them was Col. Roosevelt, who was a friend of Stoddard not to embarrass the paper, on the ground that if it were not an American his action would only injure the property, and if it were, the fact would soon become apparent. The page contained endorsement of Mr. Stoddard by New York State Attorney General Lewis, Col. Roosevelt, Gov. Whitman, Nathan Straus, and Norman Mack.

Many Transactions to Cover Sources of Money With Which Purchase Payment Was Made

The financial features of the transaction by which, according to the government charges, control of The Mail was transferred from American to German interests, were similar to those of the plan followed by Von Bernstorff, Adolph Paventest, and Hugo Schmidt in transferring the huge sum that was turned over to Bolo Pasha to defraud French public opinion in favor of a German-made peace. The funds passed through a number of banks before they finally reached Bolo.

In the case of Rumely, according to Attorney-General Merton B. Lewis, there were also several transfers. Dr. Heinrich Albert, the former German paymaster in this country, drawing the money out of banks in the form of cashier's checks, which went to Walter Lyon, who endorsed them to Renkorf, Lyon & Co. This firm, it is said, subsequently transferred the purchase price in a single cheque to Lyons, who it is charged, paid it to Rumely. Lyon, it is declared, received \$500 for commission. The banks that figured in the original transactions which involved the first payment of the purchase price, which government reports put at \$750,000, were the Equitable Trust Company, the Manhattan Company, the Columbia Trust Company, and the Farmers' Loan and Trust Company.

But the \$750,000 was only about half the financial outlay of the Germans, according to the government agents. After Dr. Rumely took control of The Mail it began to lose money, its subscriptions and its advertising income dwindling because of its attitude on the war. In consequence, it is charged, additional German money to the extent of \$250,000 was sent into the country, 1916, to the time Bernstorff left America, making a total of \$1,261,000.

Drew on Deposit of German Funds in New York Banks To Account of Von Bernstorff

"The documents in the case," added the attorney-general, "indicate that Rumely purchased the stock of The Mail and Express Company from Henry L. Stoddard in June, 1915, the money paid to Rumely being drawn from deposits of the German Government at various banks in the City of New York; these accounts standing in the name of Bernstorff, the former ambassador of Germany at Washington, and of Dr. Heinrich Albert, who was known, I believe, as the commercial attaché of the embassy. The money was drawn from the joint accounts of Bernstorff and Albert.

The transfers of the money were concealed in the following manner: Dr. Albert procured various banks, where the German Government had accounts in his own and Bernstorff's name, to issue cashier's checks to the order of Walter Lyon, a member of the former Wall Street firm of Renkorf, Lyon & Co. This firm in turn paid the money back to Lyon, who then transferred it to Rumely. We have the cheques which figured in these various transfers. Subsequently and after The Mail began to decline as a money maker the Germans had come to its rescue and been surprised more than \$600,000, the money being paid to Rumely himself or to the S. S. McClure Newspaper Corporation, which he, Rumely, had organized for the purpose of the transactions referred to.

"In some of the financial transactions which crop up all thru this case, Dr. Albert drew the money in cash and delivered it to the law firm of Hays, Kaufmann & Lindheim, then the attorneys of the German embassy in this country, who took the cash to Renkorf, Lyon & Co., who in turn paid it over to Rumely. "In one transaction, which had come to our knowledge, \$75,000 in bills was handled in the manner indicated. After receiving the money, Rumely would draw his notes, making them payable to Lyon, these notes covering the transfer in money and pledged stock in the S. S. McClure Newspaper Corporation to secure the loans.

"Now, as to the Allen Property Custodian, Dr. Rumely's report to the Allen Property Custodian made no disclosure of his relation with Albert or Bernstorff, or with the Imperial German Government. Instead, he reported to Mr. Palmer, the custodian, that he owed \$100,000 on a note, which the last payment, an American citizen, then resident in Germany, who subsequently died in that country, and he further reported to Mr. Palmer that the notes which he had given to Renkorf, Lyon & Co., accompanied by the S. S. McClure Newspaper Corporation, had been surrendered to him in exchange for the \$100,000 note in September, 1917. In other words, Dr. Rumely stated that, by giving this note for \$100,000, he had obtained a return of notes aggregating in excess of \$1,000,000, while the last payment, an American citizen, then resident in Germany, who subsequently died in that country, and he further reported to Mr. Palmer that the notes which he had given to Renkorf, Lyon & Co., accompanied by the S. S. McClure Newspaper Corporation, had been surrendered to him in exchange for the \$100,000 note in September, 1917. In other words, Dr. Rumely stated that, by giving this note for \$100,000, he had obtained a return of notes aggregating in excess of \$1,000,000, while the last payment, an American citizen, then resident in Germany, who subsequently died in that country, and he further reported to Mr. Palmer that the notes which he had given to Renkorf, Lyon & Co., accompanied by the S. S. McClure Newspaper Corporation, had been surrendered to him in exchange for the \$100,000 note in September, 1917. 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