# NO CANAL PROSECUTIONS.

*REPORTS OF ATTORNEYS MACFARLANE, FOX AND SHOVE.*

**No Evidence of Fraud or Collusion or Dishonesty Discovered—Abuses That Justify Severe Criticism but Not Criminal Prosecution—No Important Instances of Unbalanced Bidding Not Barred from Prosecution by the Statute of Limitations.**

ALBANY, July 19.—Wallace MacFarlane and Austen G. Fox of New York city, who were appointed by Gov. Roosevelt, and Benjamin J. Shove of Syracuse, who was appointed by former Attorney-General Hancock, to examine the testimony of the Canal Improvement Investigating Commission and report if any grounds were presented by the testimony on which to base prosecutions against any State official or employee who were connected with the canal improvement work, agree that there is nothing in the testimony of the investigating commission which would warrant the commencement of prosecutions against any one. Judge Edwin Countryman of this city, who was appointed by former Governor Black to pass similar judgment upon that testimony, reported generally that prosecutions could lie against both Superintendent Aldridge and State Engineer Adams, though he did not specify in what direction. Judge Countryman's report was referred to the Attorney-General by Gov. Black, but Attorney-General Hancock was not satisfied that he could secure a conviction on the testimony secured by the investigation commission, or on anything contained in Judge Countryman's report. The appointment of Messrs. Shove, MacFarlane and Fox followed, with a view of settling upon some specific charge to the Grand Jury against the State officials having charge of canal improvement work. Their report, holding that there is no ground on which to base any such prosecution, finally disposes of the question.

Messrs. MacFarlane and Fox in their report say:

"We have confined ourselves strictly to a careful examination of the testimony and the report of the Canal Investigating Commission and of Judge Countryman, and of all the papers and contracts connected with the canal improvement work, including a personal examination of a number of the engineers who had charge of parts of the work done under said statutes. Whether the work which has actually been done is of good quality and in accordance with the contracts we did not investigate. We have confined our investigation only to the expenditure of the $9,000,000 appropriated for the general canal improvement work.

"It soon became very clear that unless we intended to spend several years on the task we must concentrate our attention upon a small number of the contracts. It was not difficult to select those affording apparently the most fruitful field for investigation and presenting typical instances of those acts of the officials in charge of the work which throughout the whole proposed improvement and in all the contracts had called forth the severe criticisms of the Investigating Commission. We selected contracts No. 1 to 5 and contract No. 24 of the middle division for an especially careful investigation, and our inquiry into these contracts and the numerous transactions relating to them, referred to and criticised in the report of the Investigating Commission, is quite adequate, in our opinion, to justify us in saying that our conclusions in respect to these contracts would apply with equal force to all the other contracts either on this or the western or eastern division.

"The objects of the most severe criticism by the Canal Investigating Commission were: The lack of correspondence between the computations made from the preliminary survey as stated in the bidding sheets and the work actually done; by the failure to prepare the specifications in time to inform the engineers engaged in the preliminary survey what would be the definitions of rock and embankment; by the futile attempt to bring the work, which the preliminary survey showed would be desirable, more nearly within the authorized expenditure of $9,000,000; by cutting out large quantities of the proposed work, especially of slope and vertical wall; the classification of earth as rock; the allowance of an embankment price in addition to the price for excavation where materials were hauled more than 1,000 feet; the excessive number of special agreements for extra work not included in the contracts and made without public letting, increasing the expense.

"We have decided not to institute criminal proceedings. If, as alleged, the State Engineer and his principal assistants prepared bidding sheets without sufficiently considering the form of the specifications, if the specifications were loosely drawn, if the bidding sheets disclosed but imperfectly the quantity and nature of the work that would actually be required, if the Superintendent of Public Works awarded contracts on such inadequate estimates, if methods of classification and measurement were followed which in the judgment of skilled engineers were loose and extravagant, and even if a disposition was shown to exercise discretionary powers persistently in favor of the contractors at the expense of the State, yet it does not necessarily follow that crime has been committed. Such conduct undoubtedly justifies severe criticism, and may properly subject the public officials concerned to removal from office and render them the objects of just public distrust and execration. But to justify a prosecution something more is required than proof of hasty calculations, ignorance of the conditions that would be met on the work and errors of judgment in drawing the specifications, while in respect to the exercise of discretionary powers in the improvement of rock and earth classification it is obvious that no criminal prosecution is really practicable without something more than an opinion, however authoritative, that the discretion was not wisely or properly exercised. There should be reasonable clear proof that in the transactions made the subject of the charge the conduct of the accused was determined by some dishonest motive, or at least that the accused with full knowledge of the facts, deliberately neglected to perform some duty in the premises enjoined upon him by law, or disobeyed the positive commands of some law relating to his official duties. If some of the methods adopted in preparing the bidding sheets and some of the provisions of the specifications appear in the light of subsequent events to have been ill-judged, such mistakes do not necessarily constitute 'wilful neglect' or 'wilful omission' to perform such duties, which by our statutes is made a criminal offence.

"Our decision to institute no criminal prosecutions on this evidence does not mean that in our opinion the officials charged with carrying out the great work of improving the canals have done their duty. The discretionary powers vested in the Superintendent of Public Works and the engineers by the contracts and statutes, pursuant to which the work was done, were unduly great and have been abused. The acts which have been most severely criticised will be found to be exercises of discretionary powers, classifying hardpan, locating spoil banks and borrow pits, thus determining embankment allowances, making special agreements for alleged 'changes of plan,' all involved the exercise of discretion. In work of such magnitude the most carefully drawn statute must confide much discretion to some body, and if the officials to whom the exercise is exposed do without fidelity to their duties, they can be guilty of much misconduct which does not amount to a violation of criminal law. While the prosecution of a public official on suspicion that his motives are not what they should be, or even where it is clear that error has been committed by him, yet it should not be and taken on rumor or suspicion or inadequate evidence in deference to an excited public opinion. If it is so undertaken, experience has shown again and again that the proceedings will not result in punishing the suspected.

"In regard to the evidence returned by the investigating commission in respect to the lack of correspondence in many important items between the preliminary survey, the quantities stated in the bidding sheets and the quantities of work shown by actual performance to have been necessary, we have not found sufficient evidence to justify a charge of conspiracy between the State Engineer or his subordinates and the Superintendent of Public Works or his subordinates and the contractors, or evidence upon which could justly be formulated a charge of bad faith, collusion or corrupt motives in this preliminary work. There are, however, penal statutes which, if the necessary evidence were forthcoming, might apply to these transactions, and which would not require any proof of fraudulent collusion between the engineers and the contractors, or of any criminal motive. The Penal Code makes it a misdemeanor for any State officer 'wilfully to neglect to perform a duty enjoined by law when for such neglect no punishment is elsewhere provided. A similar section provides that the 'wilful omission by a public officer to perform a duty enjoined by law when no other punishment is provided shall be a misdemeanor. Similarly another section of the code makes it a misdemeanor to disobey 'statutory' prohibitions. The law also provides that engineers or other persons in the employ of the State who 'knowingly' make false preliminary estimates of canal work are guilty of a misdemeanor. There was a most elaborate and costly effort made by the State Engineer to ascertain and state the quantities of the several contract items. He cannot be said to have wilfully neglected or omitted to perform this legal duty, even if in the light of subsequent events he may appear to have committed errors of judgment, or to have been guilty of some degree of haste and unskillfulness in the performance.

"There is an obvious distinction between unskilful and even negligent performance of a duty enjoined by law and 'wilful,' deliberate and intentional omission to perform it. For unskillfulness and errors of judgment we do not think the engineers are responsible under the criminal law. In some of the contracts let in the fall of 1898 and early in 1899 a prima facie case of 'wilful neglect' or 'omission' to take the steps necessary to ascertain with all practicable accuracy the quantities of work to be done might have been made out, but the statute of limitations has prevented us from prosecuting anybody for 'wilful neglect' or 'omission' of that duty in respect to those contracts. Our examination of the evidence leads us to the conclusion that, except in certain contracts in which in respect to the work of the engineers preliminary to the awards of the contracts, we can take no action owing to lapse of time, the inaccuracies in the bidding sheets have not been productive of any damage to the State. The commission has reported that, on the whole, there was real competition and fair prices were obtained. An examination of the seventy or more contracts made in the course of these canal improvements shows that unbalanced bidding was resorted to in very few instances. The three most conspicuous cases are contract No. 1 on the middle division, the locality the city of Utica, contract No. 5 on the western division, near Rochester, and contract No. 8 on the eastern division, located near Waterford.

"So far as our functions are concerned under our appointment, namely, to consider the criminal liability of the public officers who made these contracts and guided the execution of them, all the work preliminary to the letting and awarding of these three contracts and of all others let during the fall of 1898 and the winter and spring of 1899 is beyond our control by reason of the statute of limitations. The statute of limitations against misdemeanors is now in this State reduced to two years from the time the crime was committed. All the work of every heavy contract and those which have been subjected to the greatest suspicion and most severe criticism were let in the fall of 1898, or early in 1899. If therefore, the State Engineer or any of his assistants was guilty of 'wilful neglect' to perform his statutory duty in preparing the bidding sheets for the contracts above mentioned, in some of which awards were made on unbalanced bids, or if the Superintendent of Public Works was guilty of wilful neglect of some duty enjoined by law in awarding said contracts, a prosecution for such misdemeanor was barred by the statute of limitations, either several months before we were appointed or so soon after our appointment that there was not time to become sufficiently familiar with the facts to take any action. It is true that, subsequent thereto, and within two years, extensive alterations have been made upon these contracts, but such payments were legal.

"It would obviously be impracticable to proceed criminally against the State Engineer or the Superintendent of Public Works for making returns of and payment for the work done under these contracts unless the returns were false. It has been suggested that if the quantity of work actually shown to be necessary by performance greatly exceeded the estimated quantities the contracts were invalid, or at least voidable, and could have been terminated by the Superintendent of Public Works for that reason. We do not think that the Superintendent of Public Works had power to terminate any contract for such a reason. We fail to find any important instances of unbalanced bidding in contracts not barred by the statute of limitations.

"We find nothing criminal in the action of the State officials in deciding, after the contracts were let, that excavated material could not be used for embankment purposes. The resident engineer had full discretion in classifying excavated material as rock, and no indictment could be obtained unless it could be shown there was an attempt to defraud.

"We find no ground for the conclusion of the commission that the powers of the resident engineers in respect to classifying hardpan were exercised with great liberality in favor of the contractors, but the discretion is so broad and the opportunity for wide and expert opinion so great that we have concluded that it is impracticable to prosecute any of the parties concerned in these classifications on such evidence as we have at our disposal. We have not sufficient evidence of conspiracy or collusion between the State Engineer and the contractors in respect to the form of the embankment specification to justify a prosecution on that ground. While the State Engineer and Superintendent of Public Works exercised their powers in locating spoil banks in a way decidedly favorable to the contractors and expensive to the State, our investigation of the evidence discloses no case which, in our opinion, justifies a criminal prosecution.

"The legality of the special agreements for extra work is hardly open to question. It is quite clear that whenever the consent of the Canal Board was obtained to an agreement for extra work the validity of such agreements, however improvident they may have been, is unimpeachable. The most notorious example of special agreements for extra work and extra compensation was for 'little lay sheet piling,' but in our opinion these were legal. We have not discovered any cases where the force account payments, so called, were used to defraud the State. We do not think the State officials concerned committed a criminal offence in failing to draw with greater precision the line between the expenditure of the appropriations for ordinary repairs and maintenance of the canals and the expenditures under the $9,000,000 general canal improvement appropriation.

"In the foregoing report we refer almost entirely to the conduct of the State Engineer and his subordinates, and say little about the Superintendent of Public Works. By the acts of 1895 and 1898 authorizing the canal improvement the duty of performing the work is imposed upon the Superintendent of Public Works. The work, however, on the part of the State is actually done by the State Engineer and his assistants. This is a necessary result of the existing division of authority and responsibility between the Superintendent of Public Works and the State Engineer and Surveyor. The State does not provide the Superintendent of Public Works with an engineering force. The division, resident, first assistant and assistant engineer are all subordinates of the State Engineer, appointed by and responsible to him. On the part of the State all the important functions during the performance of such work as the canal improvement must be exercised by engineers. These officials determine the character of the work to be done, they draw the plans, advise the necessary changes, give the orders to the contractors, approve or disapprove the work done by the contractors, and estimate and return the quantity and quality of the work done, thereby determining the amounts of money to be paid.

"The Superintendent of Public Works had a very important duty to perform in awarding the contracts. After that the principal responsibility fell upon the engineers. The Superintendent of Public Works, it is true, was charged by the statute with the duty of paying the contractors, but it is provided that these payments shall be made upon the certificate of the State Engineer. In all the so-called special agreements for extra work the Superintendent of Public Works, in person or by his deputy, had to join, and his consent to changes of plan was also required. He shares, therefore, with the State Engineer, the responsibility for the manner in which these agreements were made. With the actual performance of the work, however, under the contracts, with questions of classification, embankment allowances and matters of that sort, the Superintendent of Public Works had little or nothing to do. The Superintendent of Public Works appears to have dealt with the engineers and to have exercised a certain supervision over the performance of the contracts through a subordinate known as a 'general inspector.' This functionary frequently appears on important occasions, disclosed in the testimony and records of the canal improvement, but, however active either he or the Superintendent of Public Works may have been throughout the performance of these contracts, their activity was displayed in a way which imposed little or no responsibility upon them. So far as the evidence shows, the 'general inspector' seems to have devoted himself chiefly to persuading the engineers to order the contractors to a great deal of work which tended directly to improve the canal, with at times a strong tendency to carry fully its relation to the work actually authorized. In short, after the contracts had once been awarded the Superintendent of Public Works was in a position to throw almost all responsibility upon the State Engineer and Surveyor.

"An important lesson to be learned from the unsatisfactory results of the attempt to improve the canals is that in future work of this description the powers of the State Engineer and of the Superintendent of Public Works should be greatly restricted. We refer only to special work, involving large expenditures, and not at all to the work done under the regular annual appropriations, which must necessarily be performed under more flexible regulations. A statute authorizing work so extensive as this canal improvement should, in unmistakable terms, forbid the State Engineer or any State officer from making allowances for items of work not included in the contract, and from authorizing work to be done in terms of payment other than those permitted by the contract, except in the case of necessary extra work. This would put an end to the pernicious system of force accounts. The ordering of extra work, however, should also be strictly guarded. Extra work should not only be strictly forbidden unless performed upon written orders of the State Engineer at agreed prices, with the approval of the Canal Board obtained beforehand, but also, if the total aggregate cost of the extra work contemplated exceeds a sum to be fixed by the statute, say $1,000, the statute should provide that all such work exceeding that limit in aggregate cost should be done by contract let to the lowest bidder after public advertisement for bids. The statute should also contain a provision that neither the State nor any department or officer thereof shall be precluded or estopped by any return or certificate made or given by any engineer, inspector, or officer, or by any appointee of the State Engineer or the Superintendent of Public Works, from at any time showing the true and correct quantity and character of the work done and the materials furnished by the contractor, or from contesting the amount due. The form of the contract in use should, of course, be made to conform to the statute and will bear examination in many respects. Such a statute will not prevent abuse if the officials in charge of the work are unfaithful, but when the abuses have been discovered the statute will stand by the State and, if apt penalties are provided for disobedience, responsibility can be fixed and punishment inflicted. A conspicuous illustration of the value of such a statute is found in the result of the litigation which arose over the construction of the new Croton Aqueduct in the city of New York, under chapter 490 of the Laws of 1883. Probably the strict contract restrictions, in certain sections of that act, and the strict provisions of the contracts made in accordance therewith, saved the city a very large amount of money, which it would otherwise have been compelled to pay without having received any adequate return.

Mr. Shove in his report says:

"It seemed to me impossible to determine from this testimony what specific crime or crimes had been committed, or what proof there was of the same, until such testimony had been carefully analyzed and collected, contract by contract. I substantially completed this work of analyzing and gathered together this testimony about the middle of March, 1899, and furnished the Governor's special counsel with a transcript of the same. Immediately upon the appointment of the special counsel by the Governor I was directed by the Attorney-General to meet them in conference, and to render them every assistance in my power in their investigations. I have followed those instructions, advising the special counsel frequently and assisting them as far as I was able down to the filing of their report with the Governor. As appears by that report, the special counsel have decided against the advisability of the institution of criminal proceedings, and give their reasons therefor. I am clearly of the opinion that the decision should be final in this matter. So far as the report of the special counsel relates to the determination that there should be no prosecution I concur. There is little that I deem necessary to add thereto. I discovered no extrinsic evidence of fraud, dishonesty or collusion with contractors. By 'extrinsic' I mean evidence outside of the inferences that, perhaps, could be drawn from the criticised acts or orders. There were several cases of alleged fraud reported to me, which were investigated by the special counsel and myself carefully and as fully as possible. In none of these cases did I find any evidence whatever of fraudulent dealings and dishonesty.

"In the contracts specially investigated by the special counsel I discovered no evidence of fraud or dishonesty on the part of the engineers in charge of the construction in their return of quantities of work performed.

"Upon the question of collusion between the contractors and such engineers as to such quantities the matter was referred to the State Engineer, who decided what should be allowed or disallowed, and directed that the returns be made accordingly. This does not include the returns of work done by force account, which were made generally by the resident engineer, whose duty it was to make such classification. There were many instances, as was discovered by the Canal Investigating Commission, where work was performed by contractors of a nature and kind not stated in the items of work in the bidding sheets, as for instance, ramming and repairing slope walls, and where the value of such work, determined by force account, was returned in the monthly estimates as if the work so returned had not actually been performed. On the contrary, in the contracts especially investigated by us the testimony of the engineers was that the work had actually been done, and that the State had in no way been defrauded. This practice of throwing such work into force account under the regular items of contract work is not to be commended. It defeats the object of return by items, viz.: a prompt and easy method of determining whether the return is fraudulent or not. In fact, this method of making returns has thrown an atmosphere of fraud about each of these transactions, where, so far as we can discover, no fraud actually existed.

"In the matter of the rock excavation the resident engineers making the classification are protected from criminal prosecution by the specifications which, while substantially have room to be determined by their opinion. We found no instances of rock classification where we could successfully prove that there was no basis whatever for such classification, nor did we find any evidence of collusion outside of the mere discretionary act of the classification itself. We found no evidence of criminal conspiracy to defraud the State, which, in the opinion of the special counsel and myself, would justify us in instituting a criminal prosecution. We have discovered no evidence that Mr. Aldridge had any knowledge before the contracts were let that the quantities in any bidding sheet had not been stated therein with all practicable accuracy. There is no rule of law known to me that holds a principal criminally responsible for the acts or evidence of his subordinates, without any further evidence than that he is the principal.

"Under sections 28, 29 and 30 of the Penal Code, which define who are parties to crime, I discovered no evidence that Mr. Aldridge had made himself a party to any criminal act or omission in reference to the expenditure of the $9,000,000 appropriated by the acts of 1895 and 1896 for the deepening of the canals.

"My appointment, as well as that of the special counsel, related solely and exclusively to the charges of fraud or criminal misconduct arising out of the expenditure of moneys appropriated for the deepening and improvement of the canals. I therefore made no investigation whatever of any charges of fraud or criminal misconduct arising out of moneys otherwise appropriated, as such investigation was entirely outside of my jurisdiction and powers. I conclude, therefore, that a criminal prosecution based upon the evidence passed upon by the special counsel and myself is inadvisable, and should not be instituted by the Attorney-General against any official or person for any act or omission arising out of the expenditure of the $9,000,000 appropriated for the deepening and improvement of the canals."

In making the canal reports Gov. Roosevelt announced that he would not have any comment to make.

## TWO MEN CAUGHT IN A BUZZ SAW.

**One Tried to Save the Other and Each Had an Arm Mutilated.**

YONKERS, July 19.—John Holland and Samuel Smith, employees in the casemaking department of John T. Waring's hat factory on Riverdale avenue, met with frightful accidents this afternoon while at work. A piece of lumber had fallen on a buzz saw and while Holland was attempting to remove it his sleeve caught on the whirling blade. The teeth of the saw dragged him forward and his arm was mutilated to the elbow. Smith tried to aid Holland and he fell a like victim to the saw, his injuries being almost the same and equally serious. The men were taken to hospitals, Holland to St. John's and Smith to St. Joseph's.

## FIRED AT BY A FOOTPAD.

**A Desperate Attempt to Rob or Kill a Babylon Milkman.**

BABYLON, L.I., July 19.—George Brown, driver for Charles Snedecor, a North Babylon milk dealer, was going through Deer Park avenue, near Southard's lane, at about 5 o'clock this morning, when a footpad ran into the street, flourished a revolver and demanded money. Brown whipped his horse and made his escape, but not until the highwayman had fired five shots at him in quick succession. The first shot just grazed his head. Three bullets passed through the wagon within a foot of where he sat, and one imbedded itself in the side of the wagon. The road agent departed in the direction of Bar Shore.

## HIGHWAYMAN AT CONEY ISLAND.

**Italian Attacks a Woman and Runs Off with Her Purse.**

Mrs. Caleb Artman of 2231 Fanton street, Philadelphia, while walking on the Ocean Boulevard, Coney Island, last night with Mrs. George Thomas of 97 South Eighth street, Brooklyn, was attacked near the Brighton Beach race track by a short Italian, who grabbed her pocketbook and ran. He was chased by bicyclists into Sea Breeze avenue, where he escaped. In the pocketbook were three gold seals, a ticket to Philadelphia and $8.

**Currency Bill Conference.**

The Republican members of the Senate Finance Committee continued at the Oriental Hotel, Manhattan Beach, yesterday, their deliberations on the proposed financial legislation to be enacted at the next session of Congress. Senator Burrows of Michigan, who has been present at the meetings held so far, was called away by a death in his family. The conference will continue to-day, and at the end of the session this afternoon the committeemen will adjourn to meet next month at Narragansett Pier, where its first session was held.

**Bergen Beach Company's Fence Stays.**

Supreme Court Justice Wilmot M. Smith of Brooklyn has decided that the Bergen Beach Improvement Company has the right to maintain a fence on the westerly boundary of its property, inasmuch as it is no obstruction to travel. The company's fence was torn down under the direction of Deputy Commissioner of Highways Farren.

**Large Insurance Payments.**

The New York *Tribune* says that during the last sixty days the Mutual Reserve Fund Life Association has paid to the beneficiaries of its members over $600,000 in death claims. With in the next sixty days the association will pay an even larger amount to its policyholders, making a total payment in death claims during eighteen years of over $35,000,000.—*Adv.*

# SCRAPED SIDES IN A BRUSH.

*PURITAN AND PECK OF THE SOUND FLEET GOT A BIT TOO CLOSE.*

**Tug Interrupted a Little Speeding of the Steamboats off Larchmont—Some Woodwork and a Few Stanchions Broken on the Puritan—Nobody Hurt, Few Scared.**

The steel, twin-screw steamboat Richard Peck of the New Haven line, bound from New Haven for this city, and the Fall River sidewheeler Puritan, from Fall River, indulged in a burst of speed just after the pilots of the rival craft sighted each other at dawn yesterday. Off Execution Rock, almost opposite Larchmont, they were abeam, with about three-quarters of a mile of water between them. The Peck was nearer the Westchester shore. As they entered the East River and the space between shores narrowed, they came closer to each other. Capt. Bayles Davis of the Puritan had her helm. With him in the pilot house were Pilot M. J. Brighton and two quartermasters. Acting Master Robert M. Robinson had charge of the Peck. Capt. Hardy, who was aboard, is under suspension for twenty days by order of the Local Steamboat Inspectors at New Haven.

According to the reports from both vessels they were within a biscuit's throw of each other at the east end of the narrow channel leading to Hell Gate a few minutes after 6 A. M. Nearly all the passengers on both boats were out on deck and were much interested in what they thought was a race. The navigating talent on the Puritan say that when she was about off Hunt's Point, with the Peck nearly abeam, a schooner appeared ahead of her.

Astern of the schooner was a tug with a tow. The Puritan blew one whistle to the tug, indicating that she would pass to the right, or on the port side of the tug, which responded with one whistle. In doing this the Puritan naturally veered toward the Westchester shore. What occurred on the Peck is thus officially told by her acting skipper in his report to the United States Local Inspectors of Steam Vessels:

"The Puritan kept crowding us to the northward in shoal water. Seeing that he was coming very close to us, I stopped my boat and put the wheel hard a-port, blew a danger signal and went back on starboard engine to throw head away from him, but he kept crowding to northward, and it was impossible to clear him. Our guard came in contact with his joiner work, just off his wheel beam."

There was no excitement, but remarkable interest manifested by the passengers, who crowded to the rails of the boats just before the collision. The steel prow of the Peck sheared along the Puritan's starboard side, tearing away a section of woodwork 25 feet long and about 10 feet high, all aft of the gangway. Several iron stanchions supporting the saloon deck were broken, and the bulwarks on the starboard quarter were pressed in. The Peck was practically undamaged.

The shock on both boats was slight, and they came together gradually and involve away so quickly that nobody had a chance to become panic-stricken. The machinery of neither vessel was affected, and they went on their way. The Puritan's repairs will cost about $1,000. She will not miss a trip.

## GAS WORKS BOUGHT BY NEVINS.

**The Millionaire Contractor of Orange Invests in Haverhill, Mass.**

HAVERHILL, Mass., July 19.—It was learned to-day that Thomas Nevins, the millionaire contractor of Orange, N. J., has secured an option upon the entire gaslight plant of this city, which is rated as the most flourishing in the State. The capital stock of the company consists of 1,500 shares of a par value of $50 each, and in the seven years the stockholders have been receiving 50 per cent. dividends annually. The offer made by Nevins is about $400 per share, which will bring the total amount of payment to about $900,000.

Mr. Nevins is an extensive investor in gas securities and controls a number of plants in the Middle States. His son, Thomas A. Nevins, will be Vice-President of the new company and Joseph Doyle of Newark is to be the manager. The capacity of the plant will be increased largely.

## W. I. DOLL AGAIN GATHERED IN.

**Takes a Hand in a Street-Car Dispute Over a Child's Age and Is Arrested.**

William F. Doll, who brought himself into notice by insisting on his right to ride a bicycle on the Speedway, was riding on an Eighth avenue car last night when a woman with three children got in at 135th street and gave the conductor a quarter, from which he returned her 15 cents change. She demanded 20 cents.

A dispute arose over the age of the biggest child. Doll took a hand in it and advised her to ring up an extra fare. The fare was rung up, and inspector Kent, who was on the car, said that Doll rang it and got Policeman Shayne to arrest him.

At the West 125th street station Lawyer Frank Moss furnished $500 bail for Doll, the charge against him being disorderly conduct. Doll told the reporters that eleven policemen followed him to the station.

## GILROY FIGHTS A TROLLEY ROAD.

**He and Other Cottagers at Far Rockaway Oppose a Franchise.**

Former Mayor Thomas F. Gilroy of New York, who is spending the summer season at Far Rockaway, where he has real estate interests, is opposed to a trolley road in that village. He contends that Far Rockaway is a residential place, and the necessity of a trolley is not such as might be urged in a business or factory town. Many of the summer residents agree with him, and there is strong opposition on their part to the granting of a franchise to the Ocean Electric Railway Company to operate a trolley road through certain streets. Resolutions have been adopted by property owners expressing these sentiments, and they will be sent to the Municipal Assembly.

## FILING UP CLAIMS ON THE CITY.

**Siebert and Sayles Decide That They Didn't Ask for Enough.**

Ex-Police Captain Siebert and ex-Alderman Henry R. Sayles, who have filed claims against the city under the Ahearn law, have decided that they didn't ask for enough at first and have increased their demands. Siebert asked for $15,000 originally; now he wants $17,500. Sayles wanted $3,000 when he filed his claim. Now he says his expenses were $5,000. These additional claims have been filed: Park Foreman R. G. Wadnisley, $375; W. H. Hart, a Fire Department clerk, $370.70; Assistant Foreman Richard T. Kenehan of the Fire Department, $374.33; ex-Alderman Charles Dennisey of the Boodle Board, $3,000; Timothy J. Ormsby, $2,500. The total of claims filed to date is $289,197.58.

## WANTED TO MARRY A CHINAMAN.

**Mabel Strong Went to Jersey to Do It, but Didn't Get a License.**

A Chinaman dressed in American style and a young white woman called at Mayor Hoos's office in Jersey City yesterday and told Assistant Clerk Peter Golden that they wished to be married. Clerk Golden found on questioning them that they were both residents of this city, and as they had not procured a license they could not be married. They seemed very much disappointed. The Chinaman said that he was Ah Sing and that he kept a laundry on Bayard street. The young woman gave her name as Mabel Strong, but kept her address to herself.

## SHOT HOLES IN THE SALOON WALL.

**Laight Fired at the Man Who Bounced Him but His Aim Was Bad.**

John Laight, 17 years old, of 47 Bowery, got into a dispute with a woman in the saloon at 121 Bowery last night and conducted it with so little regard for the etiquette of the locality that Oscar Bailes of 21 Second avenue took him by the shoulders and cast him forth into outer darkness. Laight got a pistol, returned and fired two shots at Bailes.

"Now I've done you," he said as he ran out.

But he hadn't done anything but perforate the wall, his aim being bad. He was captured and locked up in the Eldridge street station.

## TWO ALARMS FOR FIFTH AVENUE FIRE

**Tailors' Shops Damaged a Block Away from Delmonico's.**

Fire was discovered last night on the third floor of the building at 572 Fifth avenue, a block away from Sherry's and Delmonico's. The building was formerly a residence and was reconstructed for business. A confectioner occupies the first floor, and women's tailors are in the two stories above. The fire was born down under the direction of Deputy Commissioner of Buildings Farren.

**Robbins—Ames.**

SAN FRANCISCO, July 19.—Miss Alice Bradford Ames, daughter of Pelham Ames, and Thomas Hinckley Robbins of Boston were married at noon to-day in Grace Church.

## ELECTRIC BRAKE STOCK.

**Attempt at a Curb Sale Fails and Two Curb Brokers Have a Fuss.**

An incident yesterday in the trading in the outside market on the curb in Broad street was a smash in the quotations for the stock of the New York Electric Brake and Coupler Company. Not much has been known about this stock since it made its appearance on the curb three months ago. It was then noted that the orders in it were executed by or came through one or two newly formed outside brokerage firms.

The price of the stock was run up to $73 a share. On Tuesday it was quoted at $68 bid, $80 asked, with a sale reported at $80. One hundred shares were put up for sale yesterday by a well-known Stock Exchange firm to test the market for it. It was offered down from $70 to $25 without a sale. The would-be seller reported that his house had received the stock from another stock brokerage firm that had been carrying it on a margin of 25 per cent. The stock had been bought in the neighborhood of $65 a share.

Growing out of discussion regarding the recent trading in the stock fisticuffs were indulged in by two of the outside brokers. A broker named Weir, who does business for various firms, remarked in the hearing of Broker Schwed, who represents Halle & Stieglitz, that Schwed had assisted in the promotion of the stock on the curb. Schwed called him a liar and Weir hit him on the nose. Friends separated them.

The New York Electric Brake and Coupler Company has an office at 30 Broad street, the same office being tenanted by R. F. Grey & Co., an outside brokerage concern. A young man was at this office yesterday afternoon, who said he represented the Coupler company, but not Grey & Co. Mr. Grey, he stated, had been ill for a week. His firm had dealt in the stock on the curb.

"The New York Electric Brake and Coupler Company," said the young man, "has not been concerned in any manipulation of its stock that may have occurred. The company is all right. It was organized under New Jersey laws on April 22 last, and has a capital stock of $1,000,000. It owns patents covering electric brakes and has a plant at Winsted, Conn. It has had contracts for brakes pending, though, I believe, none has been closed. Frank R. Morrill is the President of the company and A. F. W. Leslie Vice-President. I think, however, there has been a change in the officers. Perhaps I can tell you about it to-morrow. But a small proportion of the capital stock is held by the public. Most of it is still unissued."

## RELEASED FROM QUARANTINE.

**The Two Miss Clendenins Proceed to the Home of Their Uncle for the Present.**

Miss Elizabeth Clendenin and her sister Helen, the daughters of the late Major Paul Clendenin, chief surgeon of Santiago, were released from quarantine on Swinburne Island yesterday. They were taken on board the Government tug Katherine Francesas to the foot of West Twenty-second street. Thence they were driven to the stopping place on Eighty-fifth street of their uncle, C. F. Clendenin, where they await the arrival of their stepmother from Santiago. They have not been informed of their father's death. The shock of that news, it was feared, would prove serious to Miss Helen, who is still weak after having been sick with the yellow fever since July 3, when she was seized by the disease on board the homeward-bound transport McClellan. The children with their sister and stepmother went to Santiago in May to see her father, then engaged in cleansing the city.

When Helen was taken sick her sister Elizabeth insisted on taking care of the invalid, and she did in spite of the warnings and remonstrances of the physicians. She would not leave the cot on Swinburne Island, and has remained at her sister's side ever since. Their father died several days before their arrival in New York, but it was not deemed advisable to inform either of their loss. Mrs. Clendenin, who is only old enough to be an elder sister of her two stepdaughters, is expected to arrive in New York in a day or two. She remained with her husband at Santiago after he had sent his daughters home. Mrs. Clendenin married the Major three years ago. Her father is Henry M. Shepard, U. S. A., for 40 years in charge of the Subsistence Department of the army at Boston, and at Santiago immediately after the war. Her brother was Dana Winchester Osgood, who left Pennsylvania University to join the Cuban Army, and lost his life fighting Gen. Garcia's men on his way from Key West, headed for Havana harbor, with his hospital corps an hour after the Maine blew up.

As soon as Mrs. Clendenin joins the sisters the three will proceed to their home at Pittsfield, Mass., in the Berkshire Hills.

Mrs. Clendenin arrived from Santiago last night on the United States transport McPherson, which is in quarantine.

## ACTORS' ALLIANCE ENJOYS ITSELF.

**First of a Series of Social Meetings to Be Followed by Religious Services.**

A meeting of the recently organized Actors' Church Alliance was held last night in St. Chrysostom's Guild rooms, at Thirty-ninth street and Seventh avenue. The meeting was entirely social in character. Addresses were made by a number of clergymen, including Canon Knowles and the Rev. T. H. Sinn, vicar of St. Chrysostom's. The theatrical folks, including E. E. Mackey, Miss Rosa Rand, Mrs. W. G. Jones, Alfred Fisher and Albert Delteyn, contributed original poems, recitations and songs. Later in the evening there was dancing.

It is the intention of the alliance to hold social meetings once a month in the summer and regular services equally often in the winter. The first regular service will be held in St. Chrysostom's Church on Oct. 15. The services will be held in churches of all denominations, as the alliance is nonsectarian.

In the absence of Bishop Potter, the President of the alliance, Walter E. Bentley, the Secretary of the society, presided over last night's meeting.

## LIFE INSURANCE MEN TO MEET HERE.

**Well-Known Speakers to Address Them at Their Anniversary Dinner.**

Six hundred insurance men, the agents of the Equitable Life Assurance Society, will hold a convention at the Waldorf-Astoria in this city on July 24, 25 and 26, to celebrate the fortieth anniversary of the society's existence. They will come from all parts of the United States and Canada. Many have won in a competition the right to represent their districts. Several committees have been appointed to entertain the visitors. After the business of the convention has been disposed of a banquet will be given by the society at the Waldorf-Astoria on Wednesday, at which the President, James W. Alexander, will preside. Bishop Henry C. Potter, Senator Chauncey M. Depew, ex-Judge Howland, ex-Gov. Levi P. Morton, ex-Secretary Cornelius N. Bliss, Rabbi Schulman, John A. Mccall, R. A. Granniss, John R. Hegeman, James G. Patterson, J. H. Hyde, George F. Wilson and ex-U. S. Parnell have promised to deliver addresses upon the commercial and philanthropic phases of the society's work.

## COURT OPPOSED TO ALIMONY.

**Justice Stover Delivers a Lecture on Separation Cases.**

Supreme Court Justice Stover in Brooklyn yesterday refused to hear argument on the motion for alimony on behalf of Mrs. Teresa Wright of Tompkinsville, S. I., who is suing Herman Wright for a separation on the ground of cruelty and desertion. He said:

"Except in cases where the circumstances are most extraordinary, I do not believe that alimony or counsel fees should be granted in separation cases. If a husband refuses to support his wife she should go to the Police Court and make him."

**More Writs to Review Assessments.**

Two applications for writs of certiorari to review assessments made by the Tax Commissioners were issued yesterday. Octavia A. Moss, as the owner of Wallack's Theatre, complains that the property has been taxed $400,000, whereas the assessment should be $220,000. She says that she offered evidence of her contention to the Tax Commissioners but that they refused to hear her.

The stockholders of the Franklin National Bank of the city of New York in another writ contend that the stock has been unjustly assessed at 90 cents on the dollar, whereas the tax should be 30 cents. When the assessment was made on the second Monday of January the directors were considering going into liquidation and they have since done so, the capital being largely impaired.

The Coney Island Jockey Club and the Brooklyn Gas Company have each obtained a writ of certiorari in the Supreme Court in Brooklyn for a revision of the tax levied by the Board of Assessors against their property. The Jockey Club is assessed on $80,000 worth of capital stock, and contends that there should be no assessment whatever on the stock. The gas company want the $12,000 assessment on its real estate cut down to $80,000.

**Window Glass Makers' Combine.**

A window glass makers' combination is projected, to be called the American Window Glass Company, and will probably be capitalized at $30,000,000.

# MANY TRAINS FLOOD-BOUND

*BREAK IN BIG WATER MAIN AT WOODLAWN WASHED OUT TRACKS.*

**Traffic on the New Haven and Harlem Railroads Interrupted for Two Hours—The Accident Attributed to a Blast Fired by Trolley Road Contractors.**

The forty-eight-inch water main which supplies the district between Woodlawn Cemetery and the Bronx River burst at Woodlawn shortly before 10 o'clock yesterday morning. A torrent of water poured through the break, and, tearing away the retaining wall for fifty yards, spread on to the tracks of the New York, New Haven and Hartford and Harlem railroads with disastrous effect. In a few minutes the ballast under the tracks was washed into the Bronx River.

A brakeman on a train that passed just before the accident heard the rush of the water and was the first to discover what had happened. At the next signal tower he gave the alarm. The Bay State express and a Shore Line train on the New Haven road were about due, and half a dozen local trains on both roads were coming toward the broken embankment. The man in the switch tower quickly displayed danger signals and telegraphed to the Grand Central Station and to other signal towers to notify them of the accident. In a few minutes trains on both roads were being held in the blocks all the way from Mount Vernon to Mott Haven.

The New Haven trains were sent back to New Roch