

CUBAN ELECTIONS QUIET.

LEADERS PROUD OF THE MANNER IN WHICH THE VOTING WAS DONE.

Considered a Good Indication of Fitness for Self-Government. Leaders of the Cuban Republic are proud of the manner in which the voting was done.

HAVANA, June 16.—The elections held throughout Cuba to-day have been model ones. Not only in the province of Havana, but judging from reports received at Havana headquarters from department commanders up to a late hour this afternoon, unusual quiet prevailed throughout the whole island.

The polls opened at 8 o'clock in the morning and the voting had begun immediately. The rain to get the ballots was surprising. By 10 o'clock half the vote of the city had been cast. A glance at the figures in the United States. The Australian system was used and worked smoothly.

The candidates had watchers. Deposited names for the election. Occasionally a watcher charged the clerks with an attempt at coercion, instead of mere assistance. One of the watchers for Señor Mora, the independent candidate for Mayor, was arrested for objecting to this practice on the part of the clerks.

The rival candidates, Señor Mora and Gen. Rodríguez, made strenuous efforts to get out the vote. Mora hired over one hundred cartmen, covered them with the legend "Vote for Mora," and hustled about gathering his forces. He had instructors at all points to show his adherents the method of voting. Gen. Rodríguez had about sixty cartmen out, but did not fit the familiar American appeal for support.

Although Cuba is a great gambler, there was little betting on the result. The prevailing odds were 3 to 1 against Mora. The count is slow and the result will not be known before the end of the day. The country is not expected until to-morrow or Monday. Up to 10 o'clock—the hour at which the cable office closes—returns from only one district—Casablanca, across the bay—had been received. Mora was leading, but the National was confident. The general impression is that Rodríguez has been elected, but the result is not expected until to-morrow or Monday.

SANTIAGO DE CUBA, June 16.—The municipal election proceeded quietly during the day. About one-half of the registered vote in the city had been cast by noon. The negro party was dispirited and withdrew its candidates, and there practically remained but one ticket in the field. Cubano Libre says that the white Democrats are corrupt and that the election was a farce promoted by annexationists.

Reports from the surrounding country today said that everything was passing off quietly. FIRE INSURANCE "TRUST" NOW. Broker Enjoins the Fire Insurance Exchange — Says It Boycotts Outsiders.

Justice Bluff in the Supreme Court yesterday granted to Moses Tanenbaum of the firm of I. Tanenbaum, Son & Co., insurance brokers of 92-94 Liberty street, an order that the Fire Insurance Exchange, Henry E. Hess, Henry H. Thoms, H. H. Kennedy, John H. Washburn, J. Montgomery Hare, W. Wilson Underhill, the Hanover Fire Insurance Company and the Greenwich Fire Insurance Company appear before the Special Term of the Supreme Court on June 22 to show cause why they should not be dissolved permanently from further performance of the contract entered into by the agreement under and by virtue of which the plaintiff, the New York Fire Insurance Exchange, was formed, and, as a result of the agreement of like and similar nature, from receiving any commission, day or night, from securing plaintiff's business from a home or foreign insurer.

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NOTES OF LEGAL EVENTS.

Mr. George A. Clement, who was formerly associated with the late Col. George Bliss in the practice of the law in this city, is the editor of the fourth volume of Probate Reports Annotated which has just been issued from the press of Baker, Voorhis & Co. The purpose of this series is to present the leading cases in probate law decided by the courts of last resort in the various States, together with notes by the editor on the more important topics which are discussed in the opinions. Mr. Clement's work in this respect is done well. His annotations are notes, not essays; and yet they are sufficiently full and discriminating to be helpful to the student and practitioner. There is one on the delegation of power to name an executor, a copy of a Michigan decision upholding a will in which the testator said that he would name an executor himself, but leave it to the Judge of Probate to name one. The Court held that this conferred upon the Judge the power to appoint the executor. Mr. Clement points out that there is some doubt as to whether this has been done in the various States, and that it is finally settled the same way. Other notes of value are those on erasures and alterations in wills, and on investments by executors, administrators and trustees.

At the June term of the Supreme Court held at Goshen in Orange county, on Thursday, Mr. Justice Van Dusen, sitting in chief, tried Thomas J. Ray at the conclusion of his trial for the crime of feloniously receiving stolen goods. The case has a curious history. The defendant was originally tried in the County Court, in February, 1898 and was convicted. He appealed to the Appellate Division of the Supreme Court, sitting in Brooklyn, and that tribunal reversed the conviction and granted a new trial. All the Appellate Justices agreed that the verdict against Ray should not be allowed to stand, but they differed as to the grounds for this conclusion. The majority thought that the defendant was probably prejudiced by the persistency of the District Attorney in asking improper questions for the purpose of showing that the prisoner consorted habitually with characters considered at their places of rendezvous, although such evidence was wholly unconnected with the offense charged, and was therefore clearly incompetent. Two members of the Appellate Division also found legal errors in the instructions given by the Judge to the jury upon the first trial. The District Attorney appealed to the Court of Appeals and his appeal was dismissed. The indictment was then sent by the County Court to the Supreme Court for a second trial, which has resulted in an acquittal by direction of the Presiding Judge. This means an utter failure of the prosecution on the facts. The property in controversy was a "sleeveless sealink sack, valued at \$100," which the defendant obtained through a pawn ticket for which he paid \$5. Even on the first trial the evidence to show that the rest of the stolen property was pawned was pretty weak. For some unexplained reason the case has excited unusual interest in Orange county.

The Supreme Judicial Court of Massachusetts makes rather a fine distinction in respect to the sale of cigars, when considered in reference to the legality of selling cigars on Sunday. The effect of the decision is that cigars may properly be denominated medicines, but cannot properly be called drugs. The Massachusetts statute which prohibits doing business on the Lord's Day, commonly called Sunday, provides that nothing contained in the law shall be held to prohibit the retail sale of medicines, but that the sale of cigars shall be prosecuted for selling two cigars on Sunday offered to show that he sold them as drugs and so informed the purchaser. The Supreme Court has just decided that this proof was properly rejected, inasmuch as cigars are not drugs. It would have been different, however, if they had been sold as medicines. Such is the distinction made between the terms drug and medicine, when considered in reference to the legality of selling cigars on Sunday. The effect of the decision is that cigars may properly be denominated medicines, but cannot properly be called drugs. The Massachusetts statute which prohibits doing business on the Lord's Day, commonly called Sunday, provides that nothing contained in the law shall be held to prohibit the retail sale of medicines, but that the sale of cigars shall be prosecuted for selling two cigars on Sunday offered to show that he sold them as drugs and so informed the purchaser. The Supreme Court has just decided that this proof was properly rejected, inasmuch as cigars are not drugs. It would have been different, however, if they had been sold as medicines. Such is the distinction made between the terms drug and medicine, when considered in reference to the legality of selling cigars on Sunday.

The decision recently rendered by the Appellate Division of the Supreme Court in this department construing the statute which has come to be known as the Prevailing Rate of Wages law does not involve any question as to the validity of such legislation under the Constitution, but merely deals with the effect of the amendment to the general Labor law of this State which was sought out by the employer in Chapter 67 of the Laws of 1900. That amendment prescribes that the wages to be paid for a legal day's work to all classes of laborers, workmen or mechanics upon all public work shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality where such public work is performed. The question was whether the phrase "prevailing rate" meant the rate of wages for laborers working directly for the employer for a city, as well as work done for a contractor engaged in the performance of a contract with the State or city. "It is confined to the work which is to be done for the State or for a municipal corporation by a contractor, or is it the work which the State or a municipal corporation itself does as well as that done by a contractor? Mr. Justice Van Dusen, after thus asking the question, answers, by saying, "No matter whether it is done by the State or a municipal corporation or for the State or municipal corporation by contractors with the same purpose, it is all included." The intent of the Legislature seems clear, and no reason can be given for making contractors for city work pay the prevailing rate of wages which is not equally applicable to the city when it undertakes to do work without the intervention of a contractor.

The Code of Civil Procedure in this State requires that an order made by a court or judge be in writing, unless otherwise specified by statute. The question arises in November, 1900, at the Chancery Circuit in Elmsford, in the case of the City of New York vs. the City of New York, called by Mr. Justice Forbes for trial before a jury. The counsel for the respective parties appeared and informed Judge Forbes that instead of trying the case before a jury they would consent to have it sent to Mr. Roosevelt. Mr. Roosevelt was to hear and determine, whereupon the judge announced that the case was referred accordingly. The clerk of the court made an entry in his minute book stating all these facts; but no more formal order was made nor was there any order of reference bearing the signature of Mr. Justice Forbes. The case has now, nearly five years later, found its way to the Court of Appeals, and the only objection urged against the decision is that there is no order of reference. The order in favor of the plaintiff was the proposition that the order made at Circuit and evidenced only by the entry in the clerk's minutes did not suffice to give the referee jurisdiction to act. Mr. Justice Cullen, speaking for the Court of Appeals, denies the correctness of this view and declares that the order was in full compliance with the requirements of the Code. The proposition of order by the attorneys who submit them to the Judge for his approval, and they are entered by the clerk in a modern practice, and Justice Cullen suggests that in theory at least it may still be the duty of a referee which the order confers himself as well as enter them in his minutes.

The Supreme Court of Iowa has sustained a will which contains no words of gift or devise other than the phrase "I agree to will." The paper begins with the date and the sentence, "I agree to will to Rosie Hinek \$450." Then follow the names of other persons with other amounts. The instrument was executed with the statutory formalities prescribed for the execution of a will. Probate was at first refused, but was granted when the will was shown to be a will on its face, and it was found as a fact that the signer intended it as such.

PHILADELPHIA, June 16.—Miss Elmer or Bushnell Davis, daughter of Mr. and Mrs. Henry L. Davis, was married this morning in the Second Presbyterian Church to Mr. Morris Lewisell Cooke, by the Rev. Dr. H. H. Shaw, pastor of the church. Miss Isabella Davis was maid of honor. Mr. Robert G. Cooke of New York, a brother of the bridegroom, acted as best man.

PHILADELPHIA, June 16.—Miss Anna Marie Gray was married at 5 o'clock this evening in Grace M. E. Church to Mr. Anthony Waddy Street of New York. There were no bridesmaids. Mr. William H. Gray was the best man. The ceremony was performed by the Rev. John Fox.

Kentucky Takes an Ammunition and Salts. NORFOLK, Va., June 16.—The battleship Kentucky sailed to-day and passed out Cape Henry at midnight. A large quantity of ammunition was taken on, but as it is a new ship, however, there is nothing out of the ordinary. She is expected to join Admiral Farquhar's squadron.

MARTYRS OF '76 ENTOMBED.

REMOVAL OF HEROES' BONES FROM NAVY YARD TO FORT GREENE.

Secretary of the Navy Long Takes Part in the Solemn Ceremony and Makes an Address in Probate Law Decided by the Courts of Last Resort in the Various States, Together with Notes by the Editor on the More Important Topics Which are Discussed in the Opinions.

After remaining all night at the home of S. V. White in Brooklyn, Secretary of the Navy John D. Long, called yesterday at the Brooklyn Navy Yard and participated in the services arranged by the Prison Ship Martyrs' Association to mark the removal of the bones recently unearthed at the Navy Yard. Secretary Long arrived from Washington at night and went directly to Mr. White's house, at 20 Columbia Heights. He was met there by Rear Admiral J. W. Philip, commander of the Navy Yard, who explained the details of yesterday's programme to him.

At 10 o'clock yesterday morning Commander West went to Mr. White's home and escorted Secretary Long to the Navy Yard. When the carriage containing the Secretary and his wife entered the yard at Sands street the marine guard presented arms and a salute of seventeen guns was fired from the Vermont. The Secretary was received by Rear Admiral Philip and his staff in front of the Commandant's office. A full battalion of marines also greeted him.

Commandant Philip then escorted the Secretary through the yard to the new storehouse and the yacht Mayflower. The Secretary commented on the fact that the Mayflower had been put in condition fit for a prince, and remarked that the governor of Porto Rico, Charles H. Allen, had been here and that he and his wife ought to be pleased that such good quarters had been provided for him aboard of her. After inspecting the Mayflower the party boarded a steam launch and paid a visit to Capt. Henry C. Taylor on the receiving pier at the Navy Yard. The Secretary then returned to the Navy Yard and rode at the head of the procession to Plymouth Church.

It was after 2 o'clock when the six coffins containing the remains of the prison ship martyrs were placed in four hearses. Each hearse was wrapped in the naval ensign, and the Secretary explained that the coffins contained the remains of 110 or more men. The coffins were taken to the hearse and the Secretary explained that the naval and military organizations which were to act as escorts then formed in line. They consisted of Battery N, Fifth Artillery, 200 marines under the command of Major Thomas Woods, and detachments of the 1st and 2nd regiments of the 1st New York Artillery Band played a dirge and the procession moved into Sands street. Carriages were provided for the Secretary, the Commandant and members of the Prison Ship Martyrs' Association, the Society of Old Brooklyn and the Daughters of the American Revolution. Gen. Horatio King as Grand Marshal, the procession passed through Sands street, Hudson avenue, Nassau street, and entered the Plymouth Church. Troop C, and the Twenty-third Regiment of the National Guard were waiting in the street to receive the remains. The Artillery Band played a dirge while the coffins were being removed from the hearse.

The church was filled with a large number of skeletons. The Secretary explained that the remains of the prison ship martyrs were placed in four hearses. Each hearse was wrapped in the naval ensign, and the Secretary explained that the coffins contained the remains of 110 or more men. The coffins were taken to the hearse and the Secretary explained that the naval and military organizations which were to act as escorts then formed in line. They consisted of Battery N, Fifth Artillery, 200 marines under the command of Major Thomas Woods, and detachments of the 1st and 2nd regiments of the 1st New York Artillery Band played a dirge and the procession moved into Sands street. Carriages were provided for the Secretary, the Commandant and members of the Prison Ship Martyrs' Association, the Society of Old Brooklyn and the Daughters of the American Revolution. Gen. Horatio King as Grand Marshal, the procession passed through Sands street, Hudson avenue, Nassau street, and entered the Plymouth Church. Troop C, and the Twenty-third Regiment of the National Guard were waiting in the street to receive the remains. The Artillery Band played a dirge while the coffins were being removed from the hearse.

When the benediction had been pronounced the jacks carried the coffins back to the hearse. The Secretary explained that the naval and military organizations which were to act as escorts then formed in line and the procession marched to the plaza at Fort Greene. At 4 o'clock the hearse and the National Guardsmen then formed in line and the procession marched to the plaza at Fort Greene. At 4 o'clock the hearse and the National Guardsmen then formed in line and the procession marched to the plaza at Fort Greene. At 4 o'clock the hearse and the National Guardsmen then formed in line and the procession marched to the plaza at Fort Greene.

NEWPORT SEASON UNDER WAY. Arrivals Are Numerous and Social Entertaining Has Begun. NEWPORT, R. I., June 16.—Newport is filling up fast, not a day has passed without several cottagers arriving, and another will be on the season fairly under way. The Country Club opened for the season to-day, the last of such organizations to open. Mr. William K. Vanderbilt, Jr., went to-day to Bristol to get the Virginia ready for a race on the Sound on Tuesday next. He will arrive in time for the special race between the 70-footers on Wednesday. Among to-day's arrivals was Mrs. Frank H. White, Mrs. Charles H. Terry, Mrs. S. V. White, Mrs. Charles A. Hoyt, Mrs. Ernest W. Ward and Mrs. Robert G. Cooke.

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IMPORTANT BANK LITIGATION.

Can the Comptroller Levy a Second Assessment on the Stockholders of a Defunct Bank?

ROCHESTER, June 16.—A case which the attorneys agreed to have a second assessment on the stockholders of a defunct bank. The Washington National Bank of Tacoma, Wash., failed some years ago and Stuart Rice of Tacoma was appointed receiver for the bank in 1893 by the Comptroller of the Currency. The capital stock of the bank was \$100,000, of which the Norman H. Galusha estate holds \$2,000. It is alleged that the assets of the bank were nearly \$600,000. Receiver Rice, however, was able to collect only \$64,000 of the assets. The liabilities of the bank were \$113,726, and the receiver made an assessment of \$200 on the stockholders to meet the liabilities. Later it was claimed that this was not sufficient to meet the debts of the bank and the receiver was authorized by the Comptroller to make a second assessment of \$2,000. The stockholders refused to pay this assessment and the receiver brought suit against them to enforce payment of this second assessment. First, it is alleged that an agreement was made by the stockholders to pay the first assessment, and second, it is alleged that the Comptroller of the Currency, or the receiver, had no authority to make a second assessment. The stockholders contend that there are three questions to be decided by the court. First, it is alleged that an agreement was made by the stockholders to pay the first assessment, and second, it is alleged that the Comptroller of the Currency, or the receiver, had no authority to make a second assessment. The stockholders contend that there are three questions to be decided by the court.

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TRAPS FOR THE UNWARY.

IF YOU LEYD MONEY ON PAWN-TICKETS DON'T EXPECT RICHES.

Crooked Pawnbrokers Raise the Face Value of a Ticket by Request and Then the Pawnbroker Advertises a "Business Opportunity" for "Cash and His Own" Matrimonial agencies, private letter box places, "business opportunity" advertisements and crooked pawnshops all work together as parts of a system which is operated by small swindlers on the presumption that the theory relative to the birth rate of "suckers," one a minute—will hold good.

Some time ago an agent of the recent Franklin and Sons of Brooklyn was arrested for robbing people in this borough. In his possession were found papers which showed that he was also connected with a matrimonial agency game on Lexington avenue. The victims of the matrimonial agencies have been suffering in silence recently so far as the police court records show. But the victims of the "business opportunity" game, who have merely lost their money without risking their reputations and who have not so much to be ashamed of, are frequently annoyed by the swindlers looking for new victims at the police stations.

The Sun published on Friday a paragraph about a woman who had lost \$100 to a swindler who returned it at the end of a week with a bonus of \$25. He furnished as security a ticket on the Hudson River Railroad for a round-trip ticket, but the woman had never heard of the man since, and has declined to take any further risk by redeeming the ticket.

The paragraph just referred to inspired another swindler to make a confession in the following letter received to-day: TO THE EDITOR OF THE SUN:—Referring to the enclosed from the SUN regarding a "Business Opportunity" for "Cash and His Own" Matrimonial agencies, private letter box places, "business opportunity" advertisements and crooked pawnshops all work together as parts of a system which is operated by small swindlers on the presumption that the theory relative to the birth rate of "suckers," one a minute—will hold good.

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