BEEF TRUST MEN ENJOINED.

SWEEPING ORDER ISSUED BY JUSTICE CHESTER.

State Takes Action Under the Donnelly Law—Order Enjoins Defendants From Fixing Prices of Meats or Restricting Its Quantity by Combining Together.

ALBANY, June 4. Attorney-General Davies has obtained from Supreme Court Justice Chester an injunction order under the Lexow-Donnelly Anti-Trust law on the same lines as the Federal injunction granted in Chicago, but somewhat stronger, restraining Armour & Co., Swift & Co., Nelson Morris & Co., Hammond & Co., the Cudahy Packing Company and the Schwarzschild & Sulzberger Beef Company from maintaining in this State a combination of prices for beef, and from carrying out any agreements as to credits or cartage, and from maintaining a blacklist of retail dealers. The order also restrains these defendants from entering into and maintaining any combination respecting the salaries or wages of their employees.

Accompanying the summons and complaint was an affidavit of D. W. Meredith, formerly a New York city manager for Swift & Co., who was among the first of the witnesses subpœnaed before Referee Landon. The Attorney-General does not think he will need to take any more testimony before Referee Landon. To-day the referee adjourned the proceedings before him to a date to be agreed upon later. The injunction says:

On reading and filing the verified complaint herein and the affidavit of Daniel W. Meredith, verified June 3, 1902, by which it appears that the defendants have carried on business in a manner tending to a monopoly in the manufacture, production and sale of meat, and have so carried on their business in this State in the manufacture, sale and production of meat, including beef, pork, veal, mutton and their products, also dressed poultry and game, as to be in restraint of trade and competition, and have unduly and unlawfully interfered with the rights of persons employed by them through an arrangement or combination tending to reduce the rate of wages and prevent free pursuit in this State of the business, trade or occupation of dealing in meat as hereinbefore defined and described, and that they have violated the provisions of Chapter 384 of the laws of 1899 and the provision of Chapter 716 of the laws of 1897, and acted contrary to the rules of common law relating to illegal and unlawful combinations in restraint of trade.

Now, on motion of John C. Davies, Attorney-General, attorney for the plaintiff, it is ordered and adjudged that the said defendants, their managers, agents, attorneys and servants, and all persons acting or assuming to act under their authority, be and are hereby restrained and enjoined from fixing and determining by combining together the prices to be charged for meat and from agreeing upon or contracting between themselves as to the supply of meat to be brought into this State by them or any of them, and from acting upon any understanding tending to diminish such supply, and from continuing or acting under any agreement or understanding whereby the price of labor shall be affected or competition therein prevented, and that they are enjoined and restrained from arbitrarily raising, lowering, fixing or manipulating the price of their and each other's products, by agreement, contract, or combination between them, and from maintaining prices so fixed or uniform prices by adhering to the same in their sales, by restricting the quantity of meat shipped, or by imposing penalties upon themselves and each other, or by making or enforcing uniform rules for credits to dealers, or fixing uniform prices for cartage, or by making and keeping through or by any combination or agreement what is commonly known as a list of delinquent dealers, or by refusing to sell meat to such delinquent, or by any other method and devices arising out of the combination, contract or agreement therefor, and from agreeing with or communicating with each other, or acting in concert with a view to fixing prices and terms for the sale and delivery of such meat in such a manner as to create a monopoly in the manufacture, production and sale in this State of meat, and from adopting any manner or device the purpose and effect of which is to restrain the manufacture, production or sale of meat in this State, and to prevent competition in the supply or price thereof, and they are each further ordered to refrain from in any way combining or continuing any combination the effect of which is or shall be to refuse to employ or to dismiss any person on the demand, direction or dictation of any other defendant. This restraint shall continue until the other further order of the Court.

Those served with a copy of the injunction order were: Bruno H. Grodowsky, Troy manager for Schwarzschild & Sulzberger; John R. Ruddy, Troy manager for Swift & Co.; Henry Avery, and Bartley F. Quinnan, in charge for Armour & Co. at Albany; Charles Lafontaine, manager for Hammond & Co. at Albany, and Robert Guthmann, Albany representative of Swift & Co.

Attorney-General Davies says the serving of the injunction order upon the local managers of the beef concerns operates on all of their managers in this State. No representatives of Nelson Morris & Co. and the Cudahy company were served in Albany.

The affidavit of Daniel W. Meredith, on which the injunction order was based, follows:

Daniel W. Meredith, being duly sworn, deposes and says that he is 40 years of age and resides in Jersey City, New Jersey. That his experience in the wholesale meat business covers a period of about ten years, six of which he was in the employ of Armour & Co. at Milwaukee and Philadelphia, as a manager. For three years or more prior to March 4, 1902, he was in the service of Swift & Co., a corporation engaged in the fresh meat and packing house business, whose principal office is at Chicago, Ill. That for about a year and a half prior to March 4, 1902, he was employed as manager of the Wayne street market, which has a storage plant for the sale and delivery of fresh meat, provisions and packing house products, which is controlled and operated by said Swift & Co. in Jersey City, N. J.

That during said last mentioned period Deponent J. Edwards was the general manager for Swift & Co. for New York City, Brooklyn, Jersey City and other points tributary to Greater New York, and as such was the immediate superior of deponent.

When deponent first went to work for Armour & Co., about the year 1885, there was open and keen competition between all the great packing houses and fresh meat concerns of the West, and such condition continued to secure all the business it could until about the year 1893, at which time agreements were entered into and meetings held between the representatives of said packing houses to arrange prices at which their products could be sold.

That during the time that deponent was manager of Swift & Co.'s house, as aforesaid, George J. Edwards was the general manager of Swift & Co.'s business in New York and contiguous territory, and C. C. Galbraith was the general manager in that territory for Armour & Co., and J. A. Howard was the general manager for Schwarzschild & Sulzberger, and T. Christian was the general manager of the Cudahy Packing Company and Thomas H. Wheeler was the general manager of the H. H. Hammond Company, and John Hyatt was the general manager of Nelson Morris & Co.

That the headquarters of all the aforesaid general managers were in the city of New York, and they had control of the affairs of their respective companies, subject to the principal officers in Chicago.

These six general managers, during most of the period aforesaid, were accustomed to and did meet once a week in the city of New York, and sometimes more frequently, for the purpose of endeavoring to reconcile the differences existing between packing houses in respect to the operation of their business in said territory, and regarding the violation by either of them of the agreements for prices of which are attached to the complaint herein, and also to consider the prices that they were to impose for the ensuing week for the meat products of said packing houses and for the purpose of considering the quantity of meat each concern then had on hand and in transit and they at such meetings, when the business of the trade would require it, would agree to curtail shipments of meat to said packing houses from Chicago and other points of origin in the West, to said territory in and about Greater New York.

At the meeting of said general managers, held as aforesaid, they would agree upon the limit the quantity of meat in sight at New York and adjacent points, endeavoring thereby to produce the effect on the minds of retail dealers of the scarcity of meat in said territory, and would then and there inform retail dealers higher prices which they proposed for their products, and such statements were, as the result of such conferences and agreements, contained so-called circular letters, which were sent from time to time to retail dealers in said territory, and such letters were signed by the general managers in the city of New York.

At such meetings of said general managers, held as aforesaid, each of said general managers produced letters or telegrams from the head office of the concern which he represented, quoting prices for meats and margins that had been agreed upon by the packing houses in Chicago, and they, then and there, agreed with each other, for and on behalf of said packing houses, that they would enforce, in said territory, in and about Greater New York, the schedule of prices so agreed upon by their superiors in the West.

Each general manager had before him at such meetings a card of the week's business transacted by his subordinates showing the number of carloads and the average price received at their different branch houses. This information was given to each of the managers present, and compared with the other branches in the same city. Upon receipt of the telegrams or letters referred to in the preceding paragraph, the representatives of the houses agreed on at the previous meeting and if it was found that any branch house had failed to obtain the prices and margins agreed upon, a satisfactory explanation was then asked for.

At these meetings on all questions of difference between the general managers a vote was taken and the majority vote ruled, and the decision so reached was supported by their local bosses.

In some instances during the said time it was proposed at such meetings to advance the price of cattle. At times there would be opposition from some of the general managers, whose stocks of meat on hand were of such a quality that it would not admit of their holding them for the length of time necessary to get the raise proposed into effect. For frequently these protests were overruled by the majority and the raise in price made accordingly.

That the facts above stated by deponent were ascertained from conversations had with the Eastern managers of the houses of Swift & Co. in connection with their business, and from instructions and directions given to deponent and to others in the presence of deponent, either to deponent in person or at meetings of the managers of the house of Swift & Co., where the Eastern manager made detailed statement in regard to what transpired at the meetings of the Eastern managers, and impressed upon the managers of Swift & Co. the necessity of conferring together and carrying out such agreements and arrangements so made.

That while the said George J. Edwards was at the meeting of the said general managers, his assistants frequently called by telephone the managers of the branch houses of Swift & Co. in said territory to assemble at Swift & Co.'s central office, at 32 and 34 Fourth Avenue, New York city, to attend a meeting to receive instructions from Mr. Edwards concerning the prices and the conduct of Swift & Co.'s business in said territory, for the government of said branches for the ensuing week, as agreed upon earlier in the day at the meeting of the general managers held as aforesaid, or until the general managers of said packing houses respectively should meet again and agree upon an increase or reduction of the prices at which such meats should be sold.

At these easy meetings of the branch managers of Swift & Co. the general manager, George J. Edwards, stated that the different Western houses had agreed to sell during the ensuing week no "prime cattle" under a given price, and no "good" cattle under a given price and no "medium" cattle under a given price and that they, the general managers of said packing houses, had already agreed to work for so much margin, stating what the margin was in each instance.

Said Edwards then instructed his branch managers present that they were to do likewise. In many instances he stated that the branch managers should obtain those prices or hold the cattle and unfit to sale other wise until he instructed him.

At other times he stated that it had been agreed in the West, and that they had been advised that all the managers of the different Western houses in New York territory would have reduced shipments the coming week.

At such meetings Edwards exhibited telegrams received from Swift & Co. from Chicago, which stated the prices and the margins they had decided for the coming week. At other times he exhibited telegrams from Swift & Co. which stated that they had agreed with the other houses in Chicago to stand together for certain margins and not to sell certain grades of cattle under the prices agreed upon for the ensuing week.

At such meetings of branch managers, instances occurred where some of the branch manager has stated that it was impossible to work prices higher, the market refused to stand further advancing, and that "the market is paying all that it will stand", and the trade will not stand further pounding."

Edwards replied that it had been decided in the meeting of the general managers earlier in the day to work prices higher, and withhold the unloading of the refrigerator cars that were on the tracks or in transit and that the general managers had wired Chicago to "cut our shipments until stocks on hand were reduced."

The telegrams referred to were in cipher and translated on the telegrams itself, signed Swift & Co., dated Chicago, Ill., some of them stated prices they had agreed to ask for cattle and other telegrams stated that they had agreed upon certain "margins." When the word "margin" was used it meant the margin that it was agreed they should ask above the cost of the cattle. All cars of cattle bore tags on which were given their number, by which their alleged cost could be determined by lots.

Deponent says he has seen telegrams from Swift & Co. quoting prices and "margins" agreed upon, with the threat that if any local manager violated any such instructions to release him.

Such packing houses also agreed to divide certain territory in the East so as not to compete with each other. For example, the number of branch houses that these packing houses erected in towns and cities in instances determined by the population of the town. In some of the smaller towns where one of the packing houses had already established a branch, the others would abstain as the result of a prearranged agreement.

In other instances certain territory was, by agreement or understanding between them, set apart to one or more of said packing houses. Such cases were usually settled by giving the preference in a particular town to the packing house which had established a branch house therein, and this was done for the purpose and with the intent of the better enforcing their agreements to maintain prices for such meat and avoiding competition between the packing houses, which otherwise would result in a breaking of the prices.

That some time about the year 1896 the said packing house entered into an agreement and subsequently enforced the same, in which they stipulated and bound themselves to a uniform practice in regard to the terms on which they would sell their products to the retail dealers, which agreement provided for blacklisting any of said dealers who did not conform to the terms of said agreement and also provided money penalties for violation by either of said packing houses of any of the terms of said agreement.

Subsequently and on or about the 28th of February, 1901, said agreement was superseded by another agreement a copy of which attached to said complaint and marked "Exhibit A," the original copy of which said agreement, attached and marked "Exhibit A," was transmitted to deponent as manager of Swift & Co.'s Wayne street market, Jersey City, by the Arthur Colby, whose name is mentioned in said agreement, and was used by said deponent as a working copy for the government of said market and the employees of Swift & Co. therein, and in order to enforce the prices imposed and the sale of said commodities therein mentioned to the retail dealers in the territory named in said agreement.

Said agreement continued and remained in operation in said territory from the date of its execution, to wit, the 4th day of March, 1902, upon which date deponent left the service of said company with the exception of a modification of clause 7, paragraph headed "Cash Basis," which read as follows: "Dealers whose checks have been twice refused at the bank within three months, to be sold C. O. D., but check not to be accepted unless certified."

This was altered so as to provide that in all such cases Arthur Colby was to be immediately notified over the phone and as soon as the retail dealer had made said check good permission was given to again receive his uncertified check in payment of such purchases as he might thereafter make.

After the receipt of the modification of Exhibit A from Arthur Colby, deponent, as manager of said Wayne Street Market, received direct advices by letter from said Swift & Co. at Chicago, transmitting the instructions which deponent had already had from Colby respecting the change to be made in said agreement.

Deponent further says that he had conferences from time to time with the managers of other branches of the parties to this agreement, and from them and from his observations in the trade he knew that the agreement was operative and enforced by all the branches of the houses, parties to said agreement, in the territory tributary to New York city, and Jersey City, N. J.

That prior to the putting of said agreement into operation the parties to said agreement had from time to time agreed upon and endeavored to maintain uniform prices for their products in the territory aforesaid, but by reason of the zeal of the local managers to make sales and for other reasons, said agreements to maintain prices would be declared from time to time ineffective, with resulting break in prices of such meats would follow.

That after said credit and cartage agreement went into effect, however, it resulted in drawing together more closely the representatives of the different firms parties to said agreement, and from the understanding and mutual interests which resulted therefrom it became and continued to be an effective instrument whereby the objects and purposes for which said agreements were entered upon by the managers of said concerns at Chicago were generally effectively maintained.

That in pursuance of section 6 of said agreement, the representatives of the different concerns, parties thereto, met at the arbitrator's office in the St. James Building, Twenty-sixth street and Broadway, in the city of New York, and there arbitrated their business differences and reported to each other and to the arbitrator such of their customers as were in arrears to each of them, whereupon a list was made up called a "blacklist" which contains the names of the retail dealers who were in default in payment for meats sold to such delinquent by one or more of said packing houses, and a copy of said blacklist was delivered weekly to each of the managers of said concerns, respectively, and thereafter so long as said dealer remained in arrears in his payments no credit would be extended to him by either of said concerns.

That instances have come under deponent's observation where retail dealers have been put upon such blacklist as the result of carelessness or mistakes on the part of said Colby or his assistants and of the branch houses of the concerns, parties to said agreement, without said retail dealer having been given any opportunity to present any defence in his behalf.

Other instances of the placing of retail dealers on the blacklist where such dealer was in no case at fault have come under deponent's observation, of which the following is an example. Boxes of smoked beef and pork loins are packed in tubs and weighed at the time and weights stencilled on boxes wherein goods are packed. There would be a material shrinkage of several pounds to the box occurring while in transit or while being held unsold.

A dealer putting such boxes of meat would suppose he was getting the full number of pounds he bargained for, but after the receipt of such meats would discover that the net fit was short and would then claim an allowance for the loss he would otherwise have to sustain. In each instance such claim would be refused and the dealers compelled to pay for weight of meats that he did not receive or go on the blacklist and be refused credit by all the other branch houses until he paid his bill in full. In each instance no appeal of the retail dealer would be entertained from the decision of the arbitrator blacklisting such dealer.

At or about the time such agreement was put into operation in the territory mentioned hereinbefore, the same parties put into operation another agreement, which was known to their employees as the "Cartage agreement," which provided, among other things, a uniform schedule of charges which said packing houses agreed to impose and did impose upon all retail dealers in said territory for the delivery to the latter of fresh meat products.

Prior to the taking effect of this agreement, competition was open between said packing houses, no charges were ever imposed for the delivery of meats purchased by said dealers from said packing houses, but from the time said agreement went into operation and down to the time that deponent left the service of Swift & Co., on March 4, 1902, the schedule of prices so fixed in said agreement was enforced and generally maintained in said territory mentioned therein by all of said packing houses.

Said agreement also provided that one Arthur Colby should act as arbitrator thereunder, but he was and is the agent of the complainant for all of said packing houses and he has the power to impose against said packing houses and to collect from them, and he exercises such power and does impose against them fines for any violation of said agreement. A copy of said cartage agreement is attached to the complaint herein and marked "Exhibit B."

The original of said "Exhibit B" came into the possession of deponent as manager of the Wayne Street Market, Jersey City, N. J., and was for the government and operation of said market, of Swift & Co., and was, in fact, so used and enforced by deponent for said Swift & Co. during the time deponent was their manager at said Wayne street branch.

Said agreement provides that each of said packing houses at their various branches put into effect said cartage agreement in the territory mentioned.

That the territory immediately under deponent's supervision for Swift & Co. was Greater City and contiguous territory as above stated, yet in furtherance of the business of Swift & Co. he frequently sold and delivered meats for Swift & Co. in the city of New York, and in such cases he would charge the cartage imposed against said retail dealer the charges provided for in Exhibit B, and he did impose said charges upon said retail dealers for all of said deliveries, whether in the State of New York or the State of New Jersey.

Deponent further states that numerous instances came under his observation where other branch houses of said packing houses, situate in the city of New York, sold and delivered meats to various retail dealers in the State of New Jersey, and it was their duty, under said agreement, and they did impose the charges mentioned in said schedule in Exhibit B upon the retail dealers of said State, in the State of New Jersey.

That when an employee of either of said packing houses violated any of the provisions of said agreement the packing house by whom he was employed was required to make complaint against such employee under each of said agreements, but the packing house against whom such fine was imposed charged back said fine against the employee so decided to be in fault, and he was required to pay the same or penalty, or was dismissed from the service of such packing house, and if dismissed therefrom he was blacklisted by all of the packing houses, and none of them would again employ him until such man had been reinstated.

That any employee of any of said packing houses who was discharged or relieved from duty was unable to secure employment with any other packing house until permission was first given by the packing house with which he was first employed. This fact deponent ascertained in connection with and in carrying on business for Swift & Co., and from observation and conversations held by him while so engaged and from conversations he had with and statements made by Eastern managers, other than those of Swift & Co., to the effect as above stated.

That after the meetings of the branch managers as aforesaid, at which they received their instructions as to prices and "margins," deponent at times indirectly and at other times by indirect means, frequently informed himself of the prices quoted and obtained by the branch managers of said packing houses, other than those of Swift & Co. He ascertained whether or not they were maintaining the same prices that deponent had been instructed to put into effect by his general manager, and deponent found that all other branch managers had conformed and adhered the uniform prices so agreed upon by their respective general managers.

Subscribed and sworn to before me, this 3d day of June, 1902. M. Thomas,
Notary Public, Albany county.
DANIEL W. MEREDITH.

CANAL BILL IN THE SENATE.

WIDE DIVERSITY OF OPINION AS TO ITS FATE.

A Canvass of the Senate shows a Clear Majority in Favor of Spooner Substitute. Senator Morgan Addresses the Senate in Favor of the Nicaragua Route.

WASHINGTON, June 4. There is a wide diversity of opinion among Senators, both Republicans and Democrats, as to the fate of the Nicaragua Canal bill, now the order of business in the Senate. Some are confident that a vote will be reached at an early day, while others are of the opinion that the debate will be long drawn out, giving the enemies of the canal project an opportunity to arrange their plans for postponing the question until next session. It is the opinion of some of the Senate leaders, however, that within the present month a vote will be reached. Senator Hanna, the especial champion of the Panama route and a member of the Committee on Interoceanic Canals, says that not more than a week will be consumed in debate and that at the end of that time a vote will be taken. Senator Hanna will speak tomorrow in behalf of the minority report in opposition to the selection of the Nicaragua route.

A careful canvass of the Senate has been made by those interested in defeating the Hepburn-Morgan bill, providing for the construction of a canal by the Nicaragua route, which shows a clear majority of the Senate in favor of the substitute introduced by Senator Spooner of Wisconsin. If a vote is reached, therefore, the Spooner substitute will probably be adopted, but the influences at work to prevent a vote at this session are both powerful and insidious. The Spooner bill authorizes the President to purchase the rights and property of the Panama Canal Company for $40,000,000, provided a satisfactory title can be obtained, and to order the Secretary of War to complete the construction of the canal at a cost not to exceed $130,000,000. If a satisfactory title cannot be obtained, then the President is to cause a construction of a canal by the Nicaragua route at an aggregate cost of $180,000,000.

The bill was taken up in the Senate to-day and Mr. Morgan (Dem., Ala.), chairman of the Committee on Interoceanic Canals, took the floor and asked for the reading of the bill, which has already passed the House and been favorably reported to the Senate, and of the substitute (favoring the Panama Canal route) reported by the majority of the committee. The bill and substitute having been read, Mr. Morgan addressed the Senate in defence of the committee bill and in opposition to the substitute of the minority, which favors the Panama route.

He said that he would not suggest danger from earthquakes or volcanoes by the Panama route, because such suggestion would militate against any interoceanic canal across the Isthmus. The committee did not regard such a danger as either probable or serious, and had made no special investigation about it. There was no ground for apprehension, either as to the Panama or Nicaragua route, that did not apply equally well to many regions of the United States. He read documents and statements of witnesses to show that there is more danger from seismic disturbances on the Panama route than on the Nicaragua route. One of these witnesses testified that Nicaragua was freest from earthquakes of any country in the world.

But whether the committee bill or the substitute becomes a law it was now certain, Mr. Morgan declared, that an isthmian canal would be constructed by the United States, which was the only country in the world that could build it without outside assistance.

The building of a canal at Panama would be, Mr. Morgan argued, a most hazardous undertaking, because eventually the United States would be compelled to assert sovereign authority over the Department of Panama, in violation of the treaty with the Republic of Colombia. That would lead to war, and war would lead to annexation, which would be a violation of the national honor pledged in the Hay-Pauncefote treaty. It would poison the minds of the people of all the Spanish republics against the people of the United States, and set their teeth on edge against them.

At the close of Mr. Morgan's speech the Nicaragua Canal bill was laid aside, and after a short executive session the Senate adjourned until to-morrow.

HOUSE PROCEEDINGS.

Resolution Calling for Itemized Statement of Expenditures in Cuba Is Tabled.

WASHINGTON, June 4. The House today voted to lay on the table the resolution calling on the Secretary of War for an itemized statement of expenditures made in Cuba under direction or authority of Gen. Wood. In its report recommending that action, the Committee on Military Affairs said that there had already been expended $50,000 in getting up such itemized reports to April 30, 1902, that the Department has a large force now engaged in bringing them down to date, and that the adoption of the resolution would be a reflection upon its administration both unwarranted and unnecessary. Previous reports to Congress had shown that the Secretary of War had made an allowance of $15,000 a year to Gen. Wood, in addition to his pay as an army officer, which was continued to the date of the withdrawal of the United States forces from Cuba.

The rest of the day was occupied with further debate of the Anti-Anarchy bill. The bill was advocated by Mr. Powers (Rep., Mass.) and Mr. Nevin (Rep., Ohio), and was opposed by Mr. Jenkins (Rep., Wis.), who argued that Congress should make it a crime to kill or attempt to kill the President without any limitations or qualifications.

Mr. Parker (Rep., N. J.) agreed with Mr. Jenkins that the bill should provide for the protection of the President without qualifications. If he could not strike out the limitations in the bill he would nevertheless vote for it.

Mr. Morrell (Rep., Pa.) gave notice that he would offer an amendment striking out the punishment proposed for the crime of teaching or advising the duty or propriety of killing or assaulting officers of the Government and providing in lieu thereof "that he shall thereafter be considered a dangerous lunatic and his property shall become subject to the courts which administer the estates of persons of unsound mind."

Without action on the bill the House adjourned until to-morrow.

Nomination by the President.

WASHINGTON, June 4. The President to-day sent to the Senate the following nominations:

To Be United States Consuls: Benjamin H. Bridgely, of Kentucky, at Naples, France; Joseph I. Buttain, of Ohio, at Hobl, Germany; Ross E. Holaday, of Ohio, at Santiago de Cuba; Max J. Baehr, of Nebraska, at Chihuahua, Cuba.

Collector of Internal Revenue for the District of Maryland: Philip Lee Goldsborough.

Appraiser of Merchandise at Baltimore: J. Ross Mace.

To Be Appraiser of Customs at Knoxville, Tenn.: James C. Ford.

Army: To be Assistant Surgeons with the rank of First Lieutenants: William L. Keller of New York and Charles C. Billingslea of Maryland, Contract Surgeons, United States Army.

Revenue Cutter Service: Second Lieuts.: Frederick J. Haake, George M. Daniels, George C. Carmine and Detlef F. A. deLorme, to be First Lieutenants. Third Lieuts.: Herman H. Wold, Philip H. Acott, Frank B. Goudy, Eugene Blake, Jr., and William J. Wheeler, to be Second Lieutenants. First Assistant Engineers: Charles A. McAllister and J. Edward Berry, to be Chief Engineers. Second Assistant Engineers: John B. Turner, C. Gadsden Porcher, Albert C. Norman and Theodore G. Lewton, to be First Assistant Engineers; acting Second Engineers: William G. Gilbert, Lorenzo C. Farwell and Norris K. Davis, to be Second Assistant Engineers.

Postmasters: Albert P. Merriam, Phenix, N. Y.; George W. Depriest, Shelby, N. C.

CHEAP KOSHER MEAT PROMISED.

Wholesalers Agree to Sell at 9 or 9 1-2 Cents a Pound—Retailers to Get 14.

The Rev. Dr. Adolph Spiegel, chairman of the East Side Committee of 50, announced at a meeting held yesterday afternoon in the office of Dr. Blaustein, superintendent of the Hebrew Institute, that he had received a promise from the wholesale dealers in Kosher meat that for the sake of peace they would sell to the retailers at 9 and 9½ cents a pound. This will allow the retailers to sell for 14 cents a pound instead of 16 and 18 cents. The wholesalers refused to bind themselves for any length of time to the lower price, saying that it meant an actual loss to them of two cents a pound; but at the committee meeting yesterday it was decided to exact a bond from all kosher retailers to sell meat at 14 cents as long as the wholesalers keep the price down to 9 or 9½ cents. Dr. Spiegel said last night that beginning to-day he expected to put the retailers under contract. Those who refuse to give bonds will be refused the indorsement of the committee.

57 NEW CORNELL MEDICOS.

Warned by Dr. Gaillard Thomas That Society and Work Don't Hitch.

Cornell University Medical College held its fourth commencement in Carnegie Hall last evening. The graduating class numbered fifty-three members. An honor roll of ten members was read by Dr. William M. Polk, dean of the college. The degrees were conferred by President J. G. Schurman of Cornell.

In an address to the graduates Dr. T. Gaillard Thomas warned the young doctors to prepare for a competition that would tax their powers to the utmost and call for the exercise of all the strength they could bring to bear. He said to them, also, that one of their profession could not achieve success as a physician and as a "society man" as well.

New Officers of the Reformed Church.

ASBURY PARK, N. J., June 4.—At the ninety-sixth annual convention of the Synod of the Reformed Church in America begun here to-day the following new officers were elected: President, the Rev. Dr. Abbott E. Kittredge, New York; Vice-President, the Rev. James M. Farrar, Brooklyn; Permanent Clerk, the Rev. W. H. Ten Eyck, New York; Stated Clerk, the Rev. W. H. Debart, Raritan, N. J. The Rev. Denis Wortman of East Orange delivered the synodical sermon to-night. He commended the creed revision work of the Presbyterian Assembly.

Duss Band Going to St. Louis.

R. E. Johnston will take Duss and his band to the St. Louis World's Fair, where Duss will erect a music temple that will seat 5,000 persons.

ALCOHOLIC LIQUOR INDUSTRY.

2,850 Establishments With $457,074,087 Capital.

WASHINGTON, June 4. The Census Bureau to-day issued a report of the manufacture of alcoholic liquors during the census year ended May 31, 1900, which shows a capital of $457,074,087, invested in 2,850 establishments reporting. This sum represents the value of land, buildings, machinery, tools and implements and the live capital utilized, but does not take in capital stock of any of the manufacturing corporations. The value of the products is returned at $340,615,406, to produce which involved an outlay of $14,301,644 for salaries of officials, clerks, &c.; $28,005,481 for wages, $183,059,796 for miscellaneous expenses, including rent, taxes, internal revenue, &c., and $79,512,042 for materials used, mill supplies, freight and fuel.

From the reports of breweries, distilleries and wineries representing the three classes of alcoholic liquors, it appears that 1,198,602,104 gallons of malt liquors, 103,330,423 gallons of distillates and 23,425,587 gallons of wine were manufactured during the year, a total for all classes of 1,325,358,094 gallons. The total estimated consumption for the census year was 1,322,166,685 gallons or 17.3 gallons per capita.

The malting industry showed 146 establishments with $39,288,102 capital, 1,990 wage earners, $14,816,741 for cost of materials and products valued at $19,373,090; the bottling industry, 2,094 establishments, with $18,620,152 capital, 7,680 wage earners, $16,629,152 capital, 7,680 wage earners, $28,087,823 for cost of materials and products valued at $41,620,872, and the manufacture of mineral and soda waters, 2,818 establishments, $20,518,708 capital, 8,985 wage earners, $8,801,467 for cost of materials and products valued at $23,874,429.

The report shows that there were manufactured during the year 38,664,581 barrels of malt liquors, valued at $234,275,259, or an average of $6.06 a barrel, and that 36,355,365 bushels of malt, 11,232,599 bushels of barley, 37,601,067 pounds of hops and 43,998,984 pounds of corn were the principal materials used in the production.

During the fiscal year ending June 30, 1900, 5,466,131 gallons were exported, and during the same period 3,310,320 gallons were imported, of which 7,841 gallons were exported, leaving 3,302,479 gallons imported for domestic consumption, an excess of exports over net imports of 2,163,652 gallons. This quantity, substracted from the total production, leaves 1,196,468,452 gallons for annual consumption in the United States, or 15.7 gallons per capita.

Illinois, with an output of 352,508,435 gallons of spirits, was the leading producer in 1900, Kentucky ranked second, with 21,519,873 gallons, and Indiana, Ohio, Pennsylvania and Maryland followed in the order named with 17,494,779, 9,518,856, 7,189,655 and 3,812,556 gallons respectively. North Carolina, with the very small output of 599,540 gallons of spirits, was the leading State in number of establishments.

NEW CUSTOMS REGULATIONS.

Duties on Express Packages and Baggage to Be Paid by Express Companies.

WASHINGTON, June 4. While Secretary Shaw was in New York yesterday in consultation with the customs officials he devised a new method of handling express matter from foreign countries through the port of New York. It is expected that this method will shorten the time of delivery by several days.

Heretofore all express matter was opened on the dock and only dutiable goods were sent to the general stores. This resulted in delays and gave rise to complaints from various parties interested. Hereafter each morning the express companies will deposit a lump sum with the Sub-Treasury large enough to cover all possible customs charges on the day's consignment. Upon its arrival all express matter will be sent to the general storage. There the packages will be unpacked and examined, the amount of the duties paid by the express company, and thereupon the express packages will be released and will be taken by the express company and forwarded to their destinations. It is estimated that in this way the saving in time will be from eight to ten days at least.

A new arrangement has also been made which will relieve the incoming tourists from much annoyance which comes with the payment of duties on personal baggage. In the past the customs authorities are not allowed to accept anything but money. Now the tourist arriving without currency and desiring to pay customs charges on baggage can give the express company a draft or check, and an order will be given by the express company transferring from its deposit in the Sub-Treasury an amount sufficient to cover the duties of the tourist.

Bill to Retire Gen. Brooke as Lieutenant-General.

WASHINGTON, June 4. In the Senate to-day Mr. Quay (Rep., Pa.) asked unanimous consent to take up the Senate bill to authorize the promotion of the present senior Major-General of the army to the rank of Lieutenant-General and to place him on the retired list.

Mr. Culberson (Dem., Tex.) asked Mr. Quay who was the present senior Major-General, and was informed that it was Major-Gen. John R. Brooke. The bill was passed.

Movements of Naval Vessels.

WASHINGTON, June 4. The training ship Lancaster has arrived at Hampton Roads, the training ship Hartford at Mobile and the collier Hannibal at San Juan, Porto Rico.

The insurrectionary troubles at Port au Prince, Hayti, having ended with the establishment of provisional government, the cruiser Topeka sailed thence yesterday for San Juan, Porto Rico.

Army and Navy Orders.

WASHINGTON, June 4.—These army orders were issued to-day:

Second Lieuts. Thomas I. Sherburne, Artillery, and Frank Davidson, Fourth Infantry, report to examining board at Fort Sam Houston for examination for promotion.

An examining board of the following officers is appointed to meet at Fort Monroe: Lieut. Col. John P. Story, Artillery, Major Clermont L. Best, Artillery, Major Albert S. Cummins, Artillery, Capt. Frank B. Keeler, Assistant Surgeon, Capt. Henry Page, Assistant Surgeon, and Capt. Frank C. Harris, Artillery, Recorder.

The following named officers report to examining board at Fort Monroe for examination for promotion: Capt. Lotus Niles, Artillery, First Lieuts. Alfred S. Morgan, Charles H. Hilton, Jr., Edward L. Glassow and Hudson J. Patten, and Second Lieuts. Elisha G. Abbott and Garrison Hall, all of the Artillery Corps.

Capt. Robert G. Paxton, Adjutant, Tenth Cavalry, upon expiration of leave of absence, to his regiment at Fort Robinson.

Lieut. Col. James Regan, Ninth Infantry, and Major Charles G. Starr, Twenty-fifth Infantry, detailed as members of examining board at Governor's Island, vice Lieut. Col. Asher C. Taylor, Artillery, and Major William P. Duvall, Artillery.

Captains George Palmer, Ninth Infantry, and Henry P. Hersam, Second Infantry, will report to examining board at Governor's Island, for examination for promotion.

First Lieut. Rush S. Wells, Eighth Cavalry, join his troop at Jefferson Barracks.

The resignations of Second Lieuts. Homer B. Grant and Frank G. Ralston, Artillery, have been accepted.

Leave of absence for four days is granted Capt. Fred W. Foster, Fifth Cavalry.

Leave of absence granted Capt. Robert L. Hirst, Quartermaster Twelfth Infantry, extended three months.

The resignation of Capt. Harry E. Smith, Artillery, has been accepted.

Well-Built Dwelling Houses in Westchester County

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ARMY AND NAVY WAR GAME.

Ten Thousand Troops to Operate With the Navy in Defence of New York.

WASHINGTON, June 4. Ten thousand troops, regulars and militia, and the vessels of the North Atlantic Squadron, will participate in the joint war game having for its object the defence of the eastern or Long Island Sound approach to New York from a supposed hostile fleet.

It is the intention of the army and the navy authorities not to have the exercises begin until after the farmers in those parts of Connecticut, Rhode Island and Long Island where land operations will occur have gathered their crops, as it will be necessary for the land forces to cover considerable territory and take advantage of the situation of the country without reference to damage to private property. The operations will therefore begin about the last week in August, and will be concluded, if possible, by Sept. 6.

Major-Gen. John R. Brooke, commanding the Department of the East, has issued an order appointing a board of officers to go over the ground to be covered by the operations and make the necessary arrangements.

President Roosevelt is taking a great interest in this war game. He believes that the navy and as much of the army as available should be kept busy at war practice in time of peace, and he has determined to initiate a comprehensive series of military and naval manœuvres such as have never been attempted in this country. The naval programme for the Long Island Sound exercises is being arranged by the General of Staff, Rear Admiral Bowles, and Lieut. Col. Walter F. Randolph, Chief of Artillery, United States Army, is in charge of the military end of the war game.

The North Atlantic naval force will be increased greatly, and orders sent out by the Department contemplate having a number of additional vessels placed in commission by Aug. 1, so that they may be able to participate in the joint army and navy war games to be played on and off the shores of Connecticut, Rhode Island and Long Island. The cruiser Montgomery is now ready, having received an extensive overhauling at the Brooklyn Navy Yard. The cruiser Baltimore has been practically rebuilt at Brooklyn at a cost of nearly $700,000, and with a new battery, containing rapid-fire guns, new boilers and new decks, she is a vastly superior vessel to the one that sailed into Manila Bay on May 1, 1898, under the command of Capt. N. E. Dyer. She is to go into commission some time during the latter half of July.

The battleships Alabama, Kearsarge and Massachusetts, just back from a West Indian cruise, have been surveyed, and the report of the board which performed this duty shows that the repairs on each can be completed by July 15 at the Navy Yard. The cruiser Olympia, Rear Admiral Higginson's flagship, is at the Boston Navy Yard. Her repairs will consume thirty days. The armored cruiser Brooklyn, now being overhauled at the Brooklyn yard, will be ready for service again on June 29, but she will go to England with Lord Pauncefote's body before joining the North Atlantic Squadron as the flagship of Rear Admiral Coghlin, the second in command.

Orders have been issued also for placing in commission the entire torpedo boat flotilla, consisting of twelve destroyers and fifteen torpedo boats. These little vessels will, it is expected, participate in the Long Island Sound war games, and in the winter will go to Culebra Island, in the West Indies, to engage in the joint operations of the three squadrons.

The Disturbances in Southern China.

WASHINGTON, June 4. News of the progress of the disturbances in southern China was received at the State Department to-day from United States Consul McWade, at Canton. Mr. McWade's despatch follows:

"Marshal Su telegraphs that he has captured Kwei-Chau, Kwangsan, Prefecture on Yunan frontier, Tonquin. Rebels fled to hills northwest of Mengting (Nan-Ning). Troubles reported from Szech, Szechuing, Tiensin, Tsinping, north of Tung-Chow, Quang provinces, not serious."

**No Law to Prevent Any Filipino From Coming to the United States