

## FRANK, ESCAPING GALLOWES, BEGINS LIFE PRISON TERM

Demonstrations by Mobs Call for Extra Police and Bars Are Closed—Transfer Is Made Secretly.

### HE IS "CONVICT NO 985"

Governor Slaton Is Hanged in Effigy, the Dummy Labeled Traitor—Says He May Spend Rest of Days in Obscurity—Faces Mob Violence.

Atlanta, Ga., June 23.—Leo M. Frank, whose death sentence for the murder of Mary Phagan, was commuted to life imprisonment early today by Governor Slaton, began serving his term at the State prison farm in Milledgeville a few hours later. He will be known as "Convict No. 985."

Officials secretly took Frank by train and automobile from the Atlanta jail to Milledgeville, and soon afterward, Governor Slaton issued a long statement giving his reasons for commuting the sentence which was to have been executed tomorrow.

Frank was delivered at the State prison at 4:30 o'clock this morning. When it became known in Atlanta crowds began to gather on down town street corners. Within three hours the demonstrations had resulted in calling out two-thirds of the police force and an order followed closing all nearby saloons and clubs where liquor could be obtained.

CROWD OF 2,500.

About noon a crowd estimated at 2,500 gathered on the capitol grounds and listened to several speakers. Most of the throng later took charge of the hall of the House of Representatives where several speakers said that they believed Frank had been removed from Atlanta.

A committee of five was selected to visit the jail. They reported that Frank was not there. Then Sheriff Mangum, who, with deputies took the prisoner to Milledgeville, assured the crowd he had delivered Frank at the prison. The throng, which packed the floor and galleries, then marched to "Five Points." In the center of the business section, and later went to the city hall. As this had been the scene of a demonstration early in the day, the police took stern measures. Soon the list of arrests had increased to ten, all charged with failure to "move on."

GOVERNOR HANGED IN EFFIGY.

Mounted officers rode in circles in the crowd and the demonstrators gradually dispersed. Early to-night the throngs on the street appeared quiet.

At Marietta, 20 miles away, the former home of Mary Phagan, Governor Slaton was hanged in effigy. An inscription on the dummy read: "John Slaton, Georgia's traitor governor."

The Governor went fully into details of why he commuted the sentence. In his 15,000 word statement, he said his decision "may mean that I must live in obscurity the rest of my days, but I would rather be plowing in a field than to fear for the rest of my life that I had that man's blood on my hands."

MARTIAL LAW PROCLAIMED.

Atlanta, Ga., June 23.—With several hundred men and boys clamoring to get into the front gates of his country home on Peach Tree road, which had been barricaded with barbed wire entanglements, and threatening to overpower 20 county policemen, armed with the guns Governor Slaton called out the militia late today for protection.

In the arrival of four companies of guardsmen, which had been held in readiness and rushed to the estate in automobiles, the Governor proclaimed martial law in a district extending half a mile in front of his home, half a mile back and for a distance of about a quarter of a mile on either side.

When the soldiers lined up with fixed bayonets to disperse the crowd, stones, bricks and bottles were thrown at them. A brick struck Lieut. Arnold Parker in the stomach and rendered him unconscious for a short time. A bullet, thrown at Private W. W. Foye struck his gun and cut his hand.

The commanding officer, Major Catron, was struck by a stone, as were several of the men.

The governor proclaimed martial law at exactly 11 o'clock and by midnight the crowd had virtually been dispersed. There was no firing.

OFFICIAL SCORES GOVERNOR.

The governor was surrounded at his home by about a dozen firing parties, all of whom were armed with a rifle or pistol. The unexpected arrival of a member of the family at a dark corner of the front porch caused the governor himself to hastily pick up a large pistol.

Solicitor General Dorsey, who prosecuted Frank, issued a statement to-night in which he declared the action of Governor Slaton nullifying the judgments of the State and federal courts and overriding the recommendations of the State board of pardons.

"I cannot find in the record of the Frank case, or in the governor's lengthy statement of admitted justification, one reason why the governor should interfere with the judgments of the courts in this case," said the solicitor.

A POOR MARKSMAN.

Sergeant (disguised to Private Jones) "Stop! Don't waste your last bullet. Nineteen are quite enough to blaze away without hitting the target once. Go behind that wall there and blow your brains out."

Jones walked quietly away and a few seconds later a shot rang out.

"Good heavens! that fool done what I told him!" cried the sergeant, running behind the wall. Great was his relief when he saw Private Jones coming towards him.

"Borry, sergeant," he said apologetically, "another miss."

With a particular purpose to make today or tomorrow, all of the "ads" which bear upon that subject become immediately important to you.

## Life Insurance Payments in 1914 Total \$686,700,000

Adverse Conditions Reflected by the Increase of Surrendered Policies Due to Business Stress after Outbreak of War—More Death Claims and Endowments Paid.

Distributions by life insurance organizations in the United States and Canada amounted to \$686,700,000 in 1914, as compared by the Insurance Press. The amount was the largest on record, exceeding by \$40,000,000 the amount of the distributions in 1913. Under the policies of the level-premium companies and the certificates of life insurance organizations, the assessment basis, the payments in the two countries for death claims, matured endowments and other benefits amounted to \$233,650,000. For premium savings, for the cash values of policies that were surrendered, for annuities, and to the beneficiaries under policies issued in foreign countries the regular companies of the United States and Canada paid amounts, estimated in part, that aggregated \$233,650,000.

Summation of life insurance payments of all kinds in 1914:

Claims paid in the United States and Canada	\$143,500,000
Payments for premium savings and surrender values, and to annuitants, and in foreign countries	\$233,650,000
Grand total	\$686,700,000

Increases of the amounts of all benefits paid—death claims, endowments, premium savings—appeared in the returns of the regular companies at the close of the year. The increases amounted to many millions of dollars, the percentages exceeding those noted for 1913. The unfavorable feature of life insurance in its dealings in 1914 was the large increase of the amount paid on account of policies surrendered at cash values. The increase of the policy loan account was more than normal.

The amounts of the ordinary and industrial policies written and revived in the United States by the regular companies aggregated more than \$1,320,000,000, a comparison with the figures for the previous year showing a slight decrease. Until the outbreak of the war in Europe the writing of life insurance exceeded the normal rate of increase. The closure of stock exchanges, business interruptions, reduction of output in many industries, accompanied by loss of wages and salaries, restraint on the payments of money, even in minor matters, that followed the outbreak abroad, affected activities in the life insurance field. In many instances, however, the war delayed the usual application of the value of life insurance, and persons applied for it more willingly. In the closing months of the year activities were resumed.

The transactions of the life insurance companies of Canada and those of the agencies of American and British companies in the Dominion were affected also by the foreign war. Loss insurance was written and revived, but the payments for death claims and matured endowments and the distribution of premium savings were in excess of those in 1913.

SURRENDERED POLICIES.

The payments for surrendered and purchased policies by companies that accounted for 94 per cent. of the regular life insurance disbursements in the United States amounted last year to more than \$23,000,000, an increase of more than \$1,000,000 over the amount paid in 1913. For 1913 the increase was about \$2,500,000, \$2,800,000, 1911, \$2,852,000. Tracing the effects of business conditions on life insurance, it appeared that the record of the disbursements for surrendered and purchased policies in 1914, compared with 1913, showed decrease to the amount of \$1,000,000, or 4 per cent. The increase for 1914 was \$1,000,000 for increase in 1913 and \$1,000,000 for increase in 1912.

The surrender of life insurance policies and thereby the disruption of protection have been discouraged strenuously by company officials and field agents in the past few years, particularly since the business depression in 1907, by arrangements in general life of business and other adverse conditions, arising at intervals, have overcome to some degree the arguments for the retention of life insurance policies under whatever circumstances might be developed.

More than 14,000 policies of ordinary life insurance to the amount of more than \$23,000,000 were surrendered to American life insurance companies in 1914. Industrial life insurance to the amount of more than \$24,200,000 was surrendered also. The record for 1914 is not available at present.

DEATH CLAIMS AND ENDOWMENTS.

The record of the payments for death claims and matured endowments last year by the companies that transacted 94 per cent. of the business showed increase to the amount of \$17,500,000, compared with \$15,000,000 to the amount of \$15,000,000 in 1913, \$14,800,000 in 1912, and \$14,000,000 in 1911. Analysis showed about \$11,000,000 for increase of death claims and \$6,500,000 for increase of endowment payments, compared with \$12,500,000 for increase of death claims and \$2,500,000 for increase of endowments in 1913.

The endowment payments to the amount of nearly \$10,000,000, as reported last year by the companies mentioned, continued to demonstrate the results of the development and maintenance of the policyholders' habit of thrift and the fulfillment of the desire for income funds to be payable at the beginning of periods of advanced age. The acceptance of the advantages of installment payments, instead of lump payments, of death claims has been a noticeable feature of life insurance in recent years.

For each \$1,000 of death claims paid the life insurance companies paid \$1 on account of death claims and \$1 on account of endowments.

Last year this review of the distribution of life insurance money remarked that every policyholder in the record of death claims paid was "a soldier of duty in a service army." The number of policies in force for the life insurance army on the rolls of American companies at the close of 1914 was more than 39,000,000, providing protection to the amount of more than \$21,450,000,000.

In the record of death claims were many accident cases. The death claims due to the Lusitania disaster will appear in the record of 1915 to the amount of more than \$1,000,000 of life and accident insurance.

In the course of the compilation of life insurance payments in 1914 the names of women appeared frequently. A notable payment was for \$5,000. The report of the Medico-Actuarial Mortality Investigation, the most extensive ever attempted in the history of life insurance, indicates that unmarried women, particularly those who are self-supporting, may be insured, and that they are exceedingly discriminated against in the insurance against women is disappearing rapidly.

PREMIUM SAVINGS \$108,700,000.

The factors in the preparation of the account that provides for the distribution of premium savings, termed "dividends" generally and erroneously, are the earnings on the invested funds, the mortality experience, whether favorable or unfavorable, and the economy of management. All of the factors were favorable for policyholders last year, and the distributions of premium savings amounted to more than \$108,700,000 for all of the companies of the United States.

As in previous years, premium savings were used for the purchase of additions of millions of dollars to the amounts of insurance carried or for annuities. The distributions of savings by companies that had 50 per cent. of the insurance in force exceeded with \$11,000,000 for 1914 the amount of \$10,000,000 for 1913 and \$10,000,000 for 1912. The item indicates the confidence of policyholders in the ability of the companies to hold and invest safely the unneeded for savings.

The policy loan accounts of the companies that at the end of the year a total of \$67,168,000 outstanding showed an increase of \$6,716,000 for 1914.

The increase for 1914 was the largest since 1907, when the increase amounted to \$2,757,000.

LARGEST CLAIM OF YEAR.

The largest claim paid last year was on the policy that had been held by George W. Vanderbilt, whose residence was in Washington. The policy was for \$1,000,000. The company that issued it returned \$750,000 of the face amount. Within an hour after the presentation of the proofs of death a check for \$750,000, the order of Edith Vanderbilt, executrix, was signed and delivered.

Mr. Vanderbilt carried the policy on the 20-payment life plan 17 years. During that period he paid premiums to the amount of \$38,000. A man of much wealth, he knew that, in the event of sudden death, a large amount of ready money might be needed for immediate expenses and the avoidance of disturbance of large investments in big enterprises.

The largest single claim paid in Vermont was one of \$10,000 in Harwick, name of policyholder not given. In Manchester the sum of \$10,000 was paid on a policy held by E. J. Howley. A detailed statement of the sums distributed to beneficiaries in various places in Vermont follows:

Hardwick	\$150,000
Burlington	130,000
Bennington	75,000
Manchester	75,000
Montpelier	62,000
Windsor	50,000
Brattleboro	45,000
Brandon	45,000
Middlebury	45,000
Barton	45,000
Newbury	45,000
St. Albans	45,000
Springfield	45,000
Shelburne Falls	45,000
Richtford	45,000
St. Johnsbury	45,000
Morrisville	45,000
Poultney	45,000
Randolph	45,000
Bethel	45,000
Lyndonville	45,000
Swanton	45,000
Clarendon Springs	45,000
Derby	45,000
East Arlington	45,000
North Ferrisburgh	45,000
Northfield	45,000
Windsor	45,000
Bennington	45,000
Stamford	45,000

UNDER TEN THOUSAND DOLLARS.

Albany, Andover, Barnet, Brattleboro, Castleton, Cornwall, Coventry, Danby, Derby, Ferrisburgh, East Hardwick, East Ryegate, Enosburgh, East, Essex, Essex Junction, Fair Haven, Fishville, Gayville, Glover, Greenboro, Guilford Center, Hanover, Ira, Irasburg, Island Pond, Jeffersonville, Johnson, Kirby, Leicester, Middletown Springs, Milton, New Haven, Newport, North Bennington, North Lake, Orleans, Puttston, Proctorville, Shaftsbury, South Burlington, South Ryegate, and 22 other places.

OPENS UP THE COLUMBIA.

Completion of \$6,000,000 Canal on Our Second Largest River.

An immense empire, 200,000 square miles in extent, has just been opened to water traffic, says Leslie's, and 40 miles of the total navigable streams within the nation through the completion of the huge Collico canal on the Columbia river in Oregon, which will be celebrated by cities of the Pacific Northwest.

Cut through living rock for a distance of eight miles at a cost of \$6,000,000 to the west, the big water lane removes the last barrier to the navigation of the Columbia river and its main tributary, the Snake, from Lewiston, Idaho, to the Pacific ocean, a distance of 500 miles, and frees the currents of the Columbia itself to transportation as far as Priest river rapids, in Washington, about 60 miles from the sea. When the obstructions of these rapids are removed along with those at Kettle Falls, then the Columbia-Ameria's second largest river will be navigable to Revelstoke, British Columbia, almost 1,000 miles.

Ten years of continuous operations were necessary to build the canal. The greatest part of it was drilled and blasted through solid lava rock.

To find a way for navigation around this turbulent stretch of the Columbia has been the dream of the Northwest since the famous exploring expedition of Lewis and Clark in 1805.

DECEITFUL DEALER.

Picture Dealer (showing a Raphael)—The painter died at thirty-eight.

Mrs. Nowich—Why, I thought you said he was an old master.—Boston Transcript.

## SUPREME COURT MAKES IMPORTANT RACE DECISION

Annuls As Unconstitutional the "Grandfather Clause"—Government Loses Oregon & California R. R. Land Case.

### WHITE SLAVE CASE REVERSE

Will Review Convictions of Diggs and Caminetti—Harvester Case Reopened—Lackawanna Railroad Enjoined from Transporting Company's Coal.

Washington, June 23.—In all probability one of the most important race decisions in its history, the supreme court today unanimously annulled an unconstitutional Oklahoma constitutional amendment and the Annals, M. A. Voters' qualification law restricting the suffrage rights of those who could not vote or whose ancestors could not vote prior to the ratification of the 15th amendment to the federal constitution.

Chief Justice White, a native of the South, and a former confederate soldier, announced the court's decision.

By holding the conditions that existed before the 15th amendment, which provides that the right to vote shall not be denied or abridged on account of race, color, or previous condition of servitude, could not be brought over to the present day in disregard to this self-executing amendment. It is generally believed that the court went a long way toward fixing a limit on the so-called "grandfather clause" legislation of southern States.

UPHOLDS CONVICTIONS.

The immediate effect of the court's decision, however, was to uphold the conviction of two Oklahoma election officials, who denied negroes the right to vote in a congressional election, and to award three Maryland negroes damages from election officials in Annapolis, who refused to register them. The court held that these election officials could not ignore the potency of the fifteenth amendment in writing out of State constitutions the word "white" as a qualification for voting. In the Maryland case the court's decision established the point that the fifteenth amendment applies alike to municipal as well as to federal elections.

Discussing the Oklahoma cases, Chief Justice White said the suffrage amendment to the State constitution first fixed a limit on the right to vote, and followed it with a provision creating a standard based upon the condition existing on January 1, 1865, prior to the adoption of the fifteenth amendment, and eliminated those coming under that standard from the inclusion in the literacy test.

The court had difficulty, he said, in finding words more clearly to demonstrate its conviction that this action of the State recreated and perpetuated the very conditions which the fifteenth amendment was intended to destroy than the language used in the amendment.

For more than fifteen years, the "Grandfather clause" has been inserted in constitutions of southern States. The most popular form has been to exempt from educational and property tests for voting those who could vote in 1865, 1867 or 1868, thus leaving the tests to apply to those who did not vote at those dates.

The Oklahoma grandfather clause provided that no person shall be registered as an elector in this State, or be allowed to vote in any election herein, unless he be able to read and write any section of the constitution of the State of Oklahoma, but no person who was, on January 1, 1865, at any time prior thereto, entitled to vote under any form of government, or who at that time resided in some foreign nation, and no lineal descendant of such person, shall be denied the right to register and vote because of his inability to so read and write sections of such constitution.

In Maryland the clause was inserted in laws governing elections in various cities. In 1908 it was inserted in the law governing municipal elections in the city of Annapolis. It authorized the registration as voters of all taxpayers of the city assessed for at least \$50; all duly naturalized citizens 21 years of age, and all citizens, who prior to January 1, 1865, entitled to vote in the State of Maryland, or any other State of the United States at a State election, and the lawful male descendants of any person who prior to January 1, 1865, were entitled to vote in the State of Maryland, or in any other State of the United States, at a State election.

Various arguments were advanced to meet the attack that these clauses violated the 14th amendment, the constitution providing that "the right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of race, color or previous condition of servitude."

Another line of argument was that the clauses did not "deny" or "abridge" the right of negroes to vote, as forbidden by the 15th amendment, but it merely discriminated against them by allowing those not negroes to vote without meeting the qualifications imposed ostensibly upon all.

GOVERNMENT LOSSES.

WESTERN LAND CASE.

Washington, June 23.—The supreme court today enjoined the Oregon & California Railroad company from selling the undisposed portion of its congressional land grant. Sales to actual settlers in 10-acre tracts at \$2.50 an acre are permitted under the decision after Congress has had six months in which to enact further legislation on the subject. The lands involved are valued at more than \$20,000,000.

The court refused to forfeit the lands to the government for the company's failure to comply with provisions as to price and settlement, and also denied

the application of actual settlers who have gone on the lands without permission of the railroad, and of applicants for entry, to have the property declared a trust in their behalf.

The suit was instituted by the government in conformity with a resolution by Congress. It dealt only with lands unsold. It appeared in the evidence that some of the land had been sold in 10-acre tracts for as much as \$7.50 an acre. To-day's decision preserved any right the government may possess to bring suit touching land already sold.

The court found that Congress in making the grant had made no positive provisions as to settlement. Consideration was given also to the argument of the railroad that large portions of the property could not be sold to actual settlers because the land was not capable of settlement. It was pointed out further that much of the land was more valuable for timber than for settlement and that would be a source of speculation.

THE LAND GRANT CASE.

The government's suit to have the federal courts declare forfeited to the United States the unsold portion of the public lands granted to the Oregon and California Railroad company to add in the road's construction, called in to question this grant of the 2,300,000 acres of western Oregon land valued at approximately \$20,000,000.

The suit was instituted in accordance with a resolution of Congress in the federal district court of Oregon, on September 4, 1908. The government claimed that the railroad had forfeited its rights by having violated a provision which required it to sell in not more than 10-acre tracts for not more than \$2.50 an acre, and only to actual settlers. The government sought to prove that the company has sold in large tracts to timber companies at more than \$2.50 an acre, and had adopted a policy to sell no more to any purchaser for the time being.

The railroad contended that the provision was not effective, because the lands were unfit for settlement, and furthermore, urged that the government was stopped from raising the question of forfeiture because of long acquiescence in the company's disregard of the selling provision.

About 65 persons who went upon the lands and claimed to be actual settlers within the meaning of the law, brought a cross complaint, asking that the railroad company be held to be a trustee for actual settlers and required to sell to them. Some 6,000 persons who have not gone upon the land to make settlements but who have applied to the railroad company to purchase 160 acres intervened with a petition that the company be required, as a trustee, to convey lands to them.

The State of Oregon intervened with the claim that the State levied nearly half a million dollars taxes a year on the lands and asked that the lands not be forfeited to the government, in which case, the taxes might be lost, but that the railroad be held liable to them for the benefit of the government.

The Union Trust company of New York, trustee under a mortgage given on the land to secure \$20,000,000 of bonds used in building the railroad, also intervened.

The district court declared the lands forfeited, and the case was taken to the supreme court of appeal. It was argued late in April, 1915.

NORWICH UNIVERSITY

Sham Battle Enlivens Commencement

Week—Lieut. Penbody Wins Austin Medal in Shooting Contest.

At ten o'clock Tuesday morning

drill was held under the command

of Major Murphy and immediately

following came a sham battle in which

a mounted troop were driven from the

position they had taken on the campus

and were forced to take to their horses

and retreat before the charge made up

the steep slopes of the hill by the combined

three other troops.

In the afternoon the annual contest

for the Austin medals was held. These

medals are offered by Capt. E. T. Austin, class

'88, and Field Artillery, U. S. A., to

the men shooting a rifle course

prescribed by him in order to hold these

medals permanently the cadet shooting

must defend successfully the place

secured by him the previous year. The

course is one of 20 rounds, 10 at the 200,

50 and 50 yard targets. At the 200

yard target the men shoot standing, while at

the 50 yard ranges the position is prone,

and at the 50 yard range two sighting

shots are allowed. The targets are the

usual 4 and 20-inch bulls. The scores were

as follows:

The young men who grew up with me

these that were worth anything, have

all gone to the city long ago. Some

times they come home and bring their

wives with them—girls they found and

married far from our little town. The

other boys who were in my set are

mostly in New York, or out West, save

one or two neo-don'ts who are below

par either physically or mentally. One

works in a drug store—and drinks too

much. One is a justice of the peace and

a sort of local politician, and he seeks

only the company of girls who do not

have good reputations. One has a grocery

store of the dirty, untidy, sneaky kind.

Oh, honestly, I couldn't marry one of

them. And right on this one street are

no less than five girls who are in the

same position as myself—nice, attractive,

beauty, self-controlled girls, all lovers of

home, all good housekeepers, and not a

single babe amongst the lot.

"I used to think I'd meet The Man if

I went visiting and traveled about, but

though I have met men in this way and

had a proposal or two, I haven't met

The One. And I do not want to be an

## INQUIRY INTO THE SANITY OF HARRY K. THAW BEGINS

Selection of Jury Takes Up Entire Day—Prisoner Says He Is Satisfied with Its Personnel.

### HAS 50 WITNESSES

Will Be Permanently Released from Matteawan If Verdict Is in His Favor and Presiding Justice Hendrick Does Not Reverse This.

New York, June 22.—Harry K. Thaw's seventh attempt to gain his freedom since his arrest four years ago this month for the murder of Stanford White was begun today with the selection of a jury to inquire as to his sanity. If the