

THE VIRGINIUS.

The Spanish General Buriel Reports the Execution of the Liberators.

Shot to Death in the Presence of an Immense Concourse of Citizens, Soldiers and Sailors.

"The Prisoners Met Their Death with Composure."

How the Virginus Sailed from Jamaica.

TELEGRAM TO THE NEW YORK HERALD.

HAVANA, Nov. 8, 1873.

The following despatch from General Buriel, the commander of the Spanish troops at Santiago de Cuba, to Captain General Jovellar contains all the information thus far secured of the shooting of the insurgent leaders—

SANTIAGO DE CUBA, Nov. 4, 1873.

To His Excellency the Captain General:—

At six o'clock this morning were shot in this city, for being traitors to their country and for being insurgent chiefs, the following persons styling themselves "patriot generals":—Bernabe Varona, alias Bembeta, General of Division; Pedro Despedes, Commanding General of Cienfuegos; General Jesus del Sol and Brigadier General Washington Ryan. The executions took place in the presence of the entire corps of volunteers, the force of regular infantry and the sailors from the fleet. An immense concourse of people also witnessed the act.

The best order prevailed.

The prisoners met their death with composure.

BURRIEL.

THE SAILING OF THE VIRGINIUS FROM JAMAICA.

Passengers and Cargo—Cuban Exiles Landed at Kingston.

KINGSTON, Jamaica, Oct. 30, 1873.

The filibustering steamer Virginus, after taking on board a large party of Cubans, and some war material which they had deposited in the powder magazine on her arrival, cleared for Simon Bay on the 23d inst.

The officers of arrival examined the baggage of every passenger who went on board, to provide against any irregularities or violation of the law.

The evening before the Virginus sailed a grand ball was given on board by General Ryan, who is the chief of the expedition.

CUBAN EXILES.

An open boat with a party of Cuban exiles arrived at St. Ann's a few days ago. They were two days on the way. They are the bearers, they say, of important despatches from General Cespedes to the Cuban Junta in New York.

Among those arrived are Colonel Fernando Lopez Queralt and Commander Luis Bezoit.

The Virginus took as

PASSENGERS ONE HUNDRED AND FIFTY MEN.

Of this number ten are foreigners and the rest Cubans, some of them important chiefs, such as General B. Varona, Colonel Ryan and Jesus del Sol. Loud and repeated cheers were given by the crowd on the wharves when the Virginus left her moorings. Some respectable Cubans and English merchants went out in the Virginus some fifteen miles from Kingston. The Virginus was going at the rate of fourteen knots an hour when they left.

PORTUGUESE SYMPATHY.

During this short trip Mr. A. L. Decordova, the Peruvian Consul in this city, and a great friend of the Cubans, addressed the men and was applauded by them with loud cheers. Mr. Decordova is a native, a rich merchant of Jamaica and a constant helper of the Cuban cause and the Cuban emigrants on this island.

BOY PATRIOTS.

Eight Cuban boys who had absconded in different hiding places of the steamer, following their countrymen to fight the Spaniards out of Cuba, were forced away by their parents.

BOOKS OF SALES.

The Virginus was to meet a schooner out on the high sea at a given point, to take from her all the arms and ammunition she should carry to the liberating army of Cuba, which consisted of 500 Remington rifles, 60 Spencer rifles and 20 Winchester rifles, 400 revolvers, 600 sabres and a large amount of ammunition, besides clothing, medicines and provisions, being the largest convoy of war materials ever taken to Cuba.

COLONEL RYAN'S HOPES.

I had a conversation with the brave Colonel Ryan, and he assured me and his Cuban friends that the United States would recognize to the Cubans their legitimate rights before four months, and this news and the repeated victories of the Cuban armies over the Spaniards have created quite a pleasing excitement among the Cuban residents here.

REPORT FROM THE LIBERATING ARMY.

The Cuban visitors report the good standing of the Cuban army as it ever stood.

There are thirty-four battalions of well organized troops, with their chiefs. The Cuban soldiers travel free over all the country of the Eastern and Central departments without meeting a Spaniard. Twenty Spanish camps have been abandoned or late in the departments. The Spaniards do not fight unless attacked in the cities they hold. The Spaniards are reported to be quite demoralized, and great numbers have passed over to the Cubans. By the reliable news I have just received I have not the least doubt that the readers of the HERALD will soon hear of the Cuban patriots fighting near Havana, and it is justly expected that the Lone Star will soon show its colors on the Morro Castle and other forts.

The Cubans, under Colonel Jesus Perez, have captured seven convoys in three months, one of them with ninety miles and forty Spaniards, with their arms.

ARRIVAL OF THE ATLAS FROM JAMAICA.

The Scene at the Wharf—Important News.

Shortly before five o'clock last evening the news was flashed up from Sanly Hook that the Jamaica mail steamer Atlas was sighted in the offing, and might be expected at her wharf in the North River within two or three hours. The news of her arrival was received with great joy by the Cuban residents of this city, who were anxiously awaiting further tidings respecting the famous cruiser Virginus. Hundreds of Cubans in this city had relatives on board, and little wonder was it that the pier was soon crowded by Cubans who came down hoping to learn something of their lost relatives who had fallen into the hands of the Spaniards.

Among the first to arrive on the wharf was Leonardo Rodriguez, who has adopted Domingo, one of the sons of the executed General Jose Jesus del Sol. On the 4th of the last month the little fellow had to turn away from his father, who went out on the Atlas, while he begged all around, with tears in his eyes, to be allowed to accompany him. Dr. Galvez, an old and well-tried friend of Cuba Libre, was also present. Mr. Trujillo, who has two brothers on board the Virginus; Captain G. W. Brown, the commander of the Fannie expedition, and many others who had kind and kin within the Spanish grasp at Santiago de Cuba. Hour after hour they sat, and it was not till nearly nine o'clock that the vessel was seen at the pier head.

Some such overt disdain and outrage was

do doubtless, needed to arouse the American people to a sense of the heinous tyranny of Spain against all her very doors. The savage Spanish nature thirsts for the blood of its enemies and grudges the chance of life which the captive, as a prisoner of war, has a right to hope. The shooting of the Cuban students two years ago—boys they were, from fourteen to eighteen years of age—for, in schoolboy thoughtlessness, scratching with their diamond rings the glass frame erected over the grave of a Spaniard, called for the protest of the civilized world. Must Spain, impudent at home and abroad, endeavor to show the painting and hopeless spectacle of a relentless master in the one of his dissolute, clutching with frantic grip at a torn and bleeding but determined slave, who will never submit to anything but the interchange of diplomatic formulas of such an exhibition?

But now when under our Stars and Stripes men are dragged to death, without time being allowed for them to assert their rights under that flag, now is a time—the time—when neither nations nor individuals can utter a protest against the demand for atrocities in Cuba to cease, for the accordance of belated rights to a long suffering, much tortured people, and show that to Spain how we avenge in righteous indignation, and in simple, downright justice, the shame, the outrage, the dishonor, the indignity, the dishonoring and the disgraceful, in discarding international law, in slaming the civilization of the world. Strike quick—strike hard—put an end to the bloody and senseless war. The desperate grip of the baughty Spaniard will not let go till the blood of the innocent has been shed. Now is the time; and on the 4th of November the Spanish rover in Cuba sent to the world its own kin, in the shape of a man, who, in the name of the brave men, whose great crime was, that they sought to wrest their freedom from a tyrannous mother country, were arrested, and in days not a hundred days ago.

Let us do more American flags till they can say what they declare—protection of the prisoner of every nation and the right of the fair hearing before a court.

JUSTITIA.

General Varona's Family.

To the Editor of the Herald:—

Allow me, a friend to the cause and as an acquaintance of the late General Varona, whose young and valiant blood has been so murderously shed by those Spaniards, to inform you that he (the late General Varona) does have a wife and also, I believe, a young child, both residing in the city of Kingston, Jamaica.

B. W. G.

NOVEMBER 8, 1873.

The Virginus Entitled to the Protection of the American Flag.

New York, Nov. 8, 1873.

To the Editor of the Herald:—

In the Tribune of yesterday a communication appears wherein various statements are made concerning the history of the American steamship Virginus. I would not examine those statements nor pronounce any opinion on them for the present, as the main points and facts—which are important to our government to know in order to proceed to the proper course of action—concerning any one who will take the least trouble to obtain them.

The steamer Virginus is regularly registered at the Custom House of this port as an American vessel. She has been so considered by the government at Washington and by all its representatives—Ministers, Consuls, and other officials—in South America and the West Indies—for the last three years, during which time the protection of our navy has been on various occasions extended to her on the high seas. It is well known that she has always recognized her also as an American ship engaged in perfectly legal undertakings. The authorities here in Kingston, Jamaica, and the British navy have protected her. On her departure from Kingston she was regularly cleared by the American Consul at that place, who ships her on the high seas in the regular way, and she is under command of a born citizen of the United States. The authorities here will proceed, if they are not satisfied with the facts, to file only stop proceedings which unequivocal evidence should prove that the Virginus is not an American craft, which, of course, can never be the case, respectively.

J. J.

Yesterday two sailors belonging to the Italian bark Maria Clotilda were charged before Commissioner Osborn with deserting from that ship. Their names are Labrano Pasquale Venegro and Damio Antonio, and they were held to await a requisition from the Italian Consul.

UNITED STATES CIRCUIT COURT.

Sentencing Prisoners.

Yesterday Judge Benedict sat in the United States Circuit Court room, at No. 27 Chambers street, and sentenced some prisoners who had been convicted during the recent term.

William Spikes, who had been found guilty of counterfeiting five-cent nickel pieces, was sentenced to three years' imprisonment at hard labor in Kings County Penitentiary.

Julius Fatten, a respectable looking young man, who had been convicted of opening letters in the Post Office, was next brought up. Counsel on behalf of the prisoner made an appeal to the Court for mercy. The Assistant District Attorney replied that he had no objection to the prisoner's money out of letters, but he never took the whole of any money contained in any single letter that he had opened in the regular way, and the prisoner's youth and previous good character, sentenced him to two years' imprisonment at hard labor in Kings County Penitentiary.

Thip Farley, who had been found guilty of counterfeiting money, was sentenced to three years' imprisonment at hard labor and to pay a fine of \$1.

The Case of Edward Lange—Writ of Habeas Corpus—The Prisoner Released.

The prisoner, Edward Lange, had been convicted, after a trial of eight days, of embezzling mail bags, the property of the United States, and sentenced by Judge Benedict to one year's imprisonment and the payment of a fine of \$200. A writ of habeas corpus, returnable yesterday before Judge Hene, dict, had been taken out by the prisoner's counsel, who contended that the sentence was erroneous, inasmuch as the statute applicable to this case imposed imprisonment or fine, and not both fine and imprisonment.

Yesterday when the matter was called up by Mr. Rufus Andrews, Mr. Atwood and Mr. Stewart L. Woodford appeared for the prisoner, and Mr. Farley, United States Assistant District Attorney, for the government.

In argument of counsel for the prisoner was that there was a mistake in the sentence. Lange had admitted to his counsel that he never saw a mail bag, nor had he ever heard a more available charge than that which was delivered by the Judge in this case. Counsel claimed that his client had not intended to do wrong, the fine imposed had been paid, not for the purpose of perpetrating a trick upon the court, but in order that an application might be granted for an appeal to the President.

Judge Benedict made a few remarks, stating he had to deny that the jury had been charged to find a verdict of guilty if they were satisfied that the prisoner was guilty on several particular facts satisfactory to their minds. It had found him guilty on different counts, different terms of imprisonment might be imposed on each count. He thought that, in a general way, the prisoner had been misled, and that they were not asked to find on more than one. It was clear that the sentence could not include a writ of habeas corpus, therefore, he did not hesitate to modify the sentence. The order of the Court was that the sentence be vacated and the prisoner sentenced to one year's imprisonment.

Counsel for the prisoner asked that the record of the sentence be amended up in its case, so that the fact might be presented to the Court, and get the case up on certiorari, before another Judge.

Judge Benedict refused. The sentence would remain at one year's imprisonment. The mistake, in the first instance, arose from the misapprehension of the terms of the statute, as read by the District Attorney at the trial.

Counsel of the prisoner claimed that his recollection of the verdict of the jury coincided with that of the District Attorney upon the same subject. The verdict was—We find the prisoner guilty of appropriating to his own use, with a view to certain mail bags, and we find the value of the same to be less than \$25. He hoped the Court would order the record to be amended accordingly.

Judge Hene hier refused to amend the record; the writ of habeas corpus was dismissed, the matter dropped, and the Court adjourned for a fortnight.

UNITED STATES DISTRICT COURT.

The Case of Kenyon Cox & Co.

When the case of E. L. Scott vs. Kenyon Cox & Co., of which firm Daniel DeWitt is a member, was called yesterday before Judge Batchelor, counsel stated that it was settled, and the matter was, accordingly, removed from the calendar. It will be recalled that the plaintiff had filed a petition praying that the defendant be adjudged involuntary bankrupt, the facts were published in the HERALD at the time the petition was filed. The result of the proceedings in this matter.

The Market Savings Bank.

Counsel on behalf of one of the creditors of this

bank made an application to the Court that all the claims which had arisen against the estate of the bank previous to the adjudication of bankruptcy, including the claim of Mr. Worth as receiver, should be stricken out from consideration under the order of reference.

Judge Batchelor said the matter was now before the Register, and it was for him to pass upon such claims as were presented to him in the course of the proceedings. When the matter came before him (the Judge) upon the report or certificate of the Register he would pass upon the legality of the claims.

Business in Bankruptcy.

IN VOLUNTARY PETITIONS.

George W. Croy, Lorenzo Tuttle, Joseph R. France, Charles E. Sackett.

ADJUDICATIONS IN VOLUNTARY CASES.

Elisha G. Lord vs. Henry East, Otto Maier, Douglas L. White, Samuel W. Barnard, Alanson S. Page, Henry Davidson, Joseph J. Hamburg, Millville Manufacturing Company vs. Charles A. Lora.

DISMISSALS.

Christopher R. St. George, Abram Abrams.

SUPREME COURT—CHAMBERS.

Decisions.

Smith vs. The Mayor, &c.—Judgment for plaintiff, see opinion.

By Judge Fancher.

Von Rhade vs. Von Rhade—An order to be drawn conformably to the opinion set upon two days' notice.

In the Matter of the Corn Exchange Insurance Company.—Report of receiver, Otto Maier, for allowances to the receiver and counsel granted.

Lost vs. Lost—Report continued, and judgment of divorce granted in favor of plaintiff.

By Judge Batchelor.

Melick vs. Melick.—Memorandum for counsel.

In re Edwin Winters.—Writ dismissed and prisoner remanded.

Saterlee vs. Lent and Others.—Application to confirm referee's report granted on filing bond, &c.

SUPERIOR COURT—PELALTE M.

Decisions.

By Judge Scherck.

Brown vs. Northrup and Another, Morse, Jr., vs. Stevenson, Waite vs. Stevenson.—Orders of reference.

Decker vs. Baker et al.—Default opened, with leave to defendants to answer, &c.

Lovie vs. Robinson.—Order for judgment and writ of inquiry.

Robinson vs. Robinson.—Order denying motion, with \$10 costs, with liberty to renew motion.

Benton and Another vs. Hamard et al., Lenton and Another vs. Winters, &c.—Orders of reference.

Schackelford vs. France, Justice vs. Long.—Orders granted.

Before Judge Van Vorst.

Langford vs. Sea Cliff Grove and Methodist Camp Ground Association.—Questions to be tried by jury settled.

MARINE COURT—PART 2.

Liabilities of Common Carriers.

Before Judge Gross.

Samuel Holmes et al. vs. The New York and Baltimore Transportation Company.—In March last a quantity of copper was sent from Baltimore to the plaintiffs in one of the defendants' steamers, and after being removed from the boat to the wharf a portion of it was stolen. The defendants refused to pay for what had been stolen on the ground that the plaintiffs had ample time to remove the copper after receiving notice from them of its arrival.

The court held that the defendants were liable for the loss of the copper, and that the plaintiffs were entitled to recover the value of the same.

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