FOR POLICY HOLDERS

Object of Anti-administration Insurance Tickets.

DARLINGTON ANSWERS SIEGEL

Washington Attorney States Positively that the Sole Interest of the Nominees of International Committee for Trustees Is to Protect the Rights of the Policy Holders.

The Washington policy holders in the Mutual and New York Life Insurance companies are now thoroughly aroused as to the importance of the pending elections of members of the boards of trustees of the two companies. There are several thousand of these policy holders, and the large majority of them are, it is learned, voting for a change of management. The tactics employed by the two companies and their agents, instead of securing support for the "administration tickets," have served only to intensify the opposition.

Mr. J. J. Darlington, the well-known Washington lawyer, who is a nominee for trustee on the ticket of the international policy holders' committee, was asked yesterday by a representative of this paper whether he had seen the letter sent out by Mr. Siegel, indorsing the administration ticket in the insurance contest.

"Yes, I have seen a number of copies of the letter," said Mr. Darlington. "It was apparently prepared by the administration, and is being circulated by it as a campaign document."

"What is the reply to the inquiry Mr. Siegel makes as to the motive of the international policy holders' movement?"

For Business-like Administration.

"There has been no secrecy as to the motives of the committee. They are quite plainly stated by The Washington Herald in its editorial of Monday last, namely, to secure an economical, businesslike administration of the affairs of these two companies, conducted solely in the interest of the policy holders; to reduce the premium calls upon policy holders to the reasonable, actual cost of the insurance; to make prompt and fair returns to the policy holders of such share of the profits as they are entitled to receive, and to see that their funds are invested legitimately and conservatively, for the exclusive benefit of the companies and their policy holders, so that all the profits thus earned shall be theirs."

"What interest have the nominees in their election to the position of trustees?"

"None whatever. No trustee, if elected, is entitled to receive a penny of compensation for his services, nor can any trustee legitimately earn, either directly or indirectly, a penny for his individual benefit."

"Are you able to state positively that neither the international policy holders' nominees nor the influences back of them will profit by their election?"

"I feel able to do so unhesitatingly," said Mr. Darlington. "I have conferred personally with the international committee and with the nominees on both tickets, and have satisfied myself beyond question that there are no interests behind the nominees except those of the policy holders; that none of the nominees are connected with the operations of Wall street, and that they will have no interest, except as policy holders, in the conduct of the companies' business, or be guided by any motives than those above stated."

"What can you say as to the motives back of the administration's ticket?"

Wall Street Influences.

"Several things. In the first place, Mr. Siegel states that he knows these nominees personally, and then adds that the question of control is not one of philanthropy—which statement seems to be indorsed by the administration itself in sending out his letter. The administration's nominees on the Mutual were named by a committee of which Mr. H. H. Rogers, the vice president and controlling spirit of the Standard Oil Company, was chairman. The administration assures the policy holders that it is not spending a dollar of insurance money, or calling upon any of the policy holders to contribute to the expenses of this campaign, which is immensely more expensive than that conducted by the international committee. Every agency throughout the country has suspended work for the benefit of the companies, and the administration is employing not only its own agency forces, but other persons especially employed for the purpose, I am reliably informed, in canvassing among the policy holders for proxies or ballots, no part of the expense of which campaign, the administration assures the policy holders and the public, is being paid for from the revenue of the companies. Only one of two inferences is possible, namely, that the nominees on these tickets, who cannot honestly or legitimately gain a dollar's profit by being elected, are defraying this enormous expense, which their sponsor, Mr. Siegel, says does not proceed from philanthropic motives, or else that the Wall street influences which for so many years have been allowed to manipulate the $811,538,67 belonging to these two companies, besides the $412,438,351 belonging to the Equitable, are supplying the administration campaign fund."

"What is the evidence that Wall street has any connection with the matter?"

Entangling Alliances.

"The Armstrong investigation demonstrated that the chief cause of the mismanagement of the companies was a too intimate and entangling alliance with a class of promoters, bankers, brokers, and speculators who made Wall street the scene of their activities. Add to this that the administration ticket of the Mutual was nominated by Mr. Henry H. Rogers; that within the past few days President Peabody has been in Chicago openly in the interests of Mr. E. H. Harriman in the effort to secure control of the Illinois Central; that the responsibility for the $15,000,000 ascertained to have been lost through political contributions, excessive salaries, and the like rests upon the finance committee, four members of which are administration candidates for re-election; that the responsibility for unlawful commissions rests upon the agency committee, all of whom are candidates for re-election on the administration ticket; that these losses and diversions of funds could not have occurred except through the concurrence or inefficiency of the auditing committee, two of whose members are administration candidates for re-election, and further comment would seem to be unnecessary."

"What is the fact as to the inexperience of the international policy holders' nominees?"

The Policy Holders' Nominees.

"That criticism is just about as sensible as would be a claim that the directorate of a bank is inexperienced and inefficient unless all its members are bankers. The policy holders' nominees, for each of the two companies, contains a fair representation of able men, who have devoted their lives to life insurance, and whose expert knowledge upon that subject is beyond question; while, as to the others, if I may speak without reference to myself, the international committee, composed of men like Hon. Alton B. Parker, Hon. Benjamin F. Tracy, Hon. Richard Olney, Hon. George Gray, of Delaware, and others of like character, certifies that not a single man upon either of these tickets is nominated by Wall street influences, and that, exclusive of two lawyers, the list is composed of the leading merchants, manufacturers, and bankers of the country, possessed of an experience which, without question, qualifies them to invest judiciously, effectively, and honestly the funds of the companies, and administer their affairs.

"Exclusive of the fifteen McCurdy trustees on the Mutual ticket, and the eleven McCall trustees on the New York Life ticket, it probably will not be claimed that the administration tickets furnish more expert life insurance experience or ability than that presented by the policy holders' tickets. As to the twenty-six old trustees, their experience, knowledge, and ability, it seems, were not sufficient to suppress, or even to detect, the $15,000,000 of misappropriation disclosed by the Armstrong investigation, and this, although that investigation, because of its limited time, did not claim to be thorough, and is said 'simply to have scratched the surface.'"

"Is it not claimed by the present administration that it has greatly reduced expenses by cutting off unnecessary and improper expenditures?"

Tardy Reduction of Expenditures.

"Yes, after the Armstrong committee had discovered and pointed them out. This very claim would seem to be an admission that the twenty-six old trustees were without the experience, or else the capacity to accomplish this result without the aid of the Armstrong committee, from the fact that they allowed all the exposed abuses to continue through so long a series of years, and until they were discovered, not by the trustees whose duty it was to see to the proper administration of the affairs of the companies, but by a committee of the New York legislature."

"How is the money used in the campaign of the international committee raised?"

"By voluntary subscriptions from the policy holders. Not an additional dollar has been contributed or raised in any other manner, in so far as I know, after due personal inquiry. While the individual contributions have been small, perhaps the majority of them ranging from 50 cents to $1, receipts have sometimes aggregated as much as $1,000 to $1,500 in a single day's mail, showing the interest of the policy holders in the movement. Not a dollar of this money has been used, in so far as I have been able to learn, except in the distribution among the stockholders of circulars and statements, giving simply the facts as to the conduct of the administration and affairs of the companies."

"Has it been ascertained what became of the $15,000,000 alleged to have been misappropriated?"

How Mutual's Money Was Wasted.

"Of that sum $1,250,000, in round numbers, was paid to the McCurdys—father, son, and son-in-law—in five years as salaries and commissions, although the sworn testimony of the father and son before the Armstrong committee, if correct, shows that they had so little to do with the conduct of the company that they were unable to give any information of importance as to any of its operations. McCurdy, sr.'s salary being about $900 per day, and his son and son-in-law receiving about half that sum apiece, two of the administration's present nominees having been present at a secret meeting which voted McCurdy, sr.'s salary. The Truesdale committee's report shows a net loss of $5,723,633 on real estate transactions, under the control of the finance committee, several of whose members are candidates for re-election on the administration ticket; $1,750,000 were disbursed through the Andrew Fields lobbying or legislative operations, for which there has been no accounting, members of the legislative committee at the time being also on the administration ticket.

"The Mutual Company alone had a bank balance of nearly $20,000,000 on deposit on February 1, 1905, in various banks and trust companies, in most of which its trustees were interested—the deposit on that date indicating the enormous bank balances carried by the company, without adequate or corresponding profit to the company. If the profits lost to its policy holders by the practice pursued of having its investment securities purchased through subsidiary corporations and syndicates, composed, in part at least, of its officers and trustees, and by them sold to it at enhanced prices for their personal profit, should ever be accurately ascertained, as they may be if the policy holders' ticket is elected, the possibilities are that the estimate of $15,000,000 of loss and wastage will be found far within the facts."

"If the misappropriations and losses have been so large, what is the explanation of the fact that the companies still retain their solvency and financial strength?"

Losses Repaid in Premiums.

"The losses in question are not disputed. The solvency of the companies results from the fact that the premiums charged the policy holders, and the profits withheld from them in dividends, have been large enough to permit the misappropriations and still to leave the companies of undoubted financial strength. Had these enormous sums not been wasted, or worse, the premiums would have been correspondingly smaller and the dividends increased."

"Have the administration tickets gained much by their alleged canvassing for proxies before the local policy holders were fully advised of the merits of the contest?"

"I think not. The proxies are not irrevocable. Any policy holder who, in view of his present knowledge of the situation, prefers to vote the policy holders' ticket can do so by giving a later proxy or by executing and forwarding his ballot."

Villagers Get Mail Delivery.

Hereafter all persons residing not less than a quarter of a mile from post-offices in unincorporated towns or villages may have their mail delivered by rural carrier, if they so desire, and will have boxes erected in conformity with the requirements of the Post-office Department. Previous to the new order, all persons living within a mile of a post-office were compelled to call for their mail, no matter how great an inconvenience this proved.

Loan Headquarters in Washington

Is at 610 F St. N. W.

If you are in need of money it will pay you to call there for rates and payments on loans of from $10 to $500 on household goods — a piano, horses, or wagon.

You can get it to-day.

Washington Loan Company,

610 F St. N. W.

"The Old Reliable."

THE COUNTERSTROKE

BY

AMBROSE PRATT,

AUTHOR OF "VIGOROUS DAUNT, BILLIONAIRE."

CHAPTER XIV—Continued.

Fate brought him a splendid chance. The boy Desire, while comparing two plates by transposition, mused aloud: "I am glad that I did not meet that gentleman, Lord Cressingham. Miss Elliott is always saying what a splendid man he is. I should have been sure to want to help him to escape, and if I had, grandfather——" He paused, as if reflecting. "Well, I suppose he'd not have killed me, I'm too useful to him for that; but I'm sure he'd punish me by breaking his promise in the end."

Cressingham listened breathlessly, and at the last word sighed out his relief. The noise startled the boy. He dropped the plate and glanced furtively at the water. Cressingham pushed himself into the light. The boy turned deathly pale, and stood staring at the apparition, shocked and rigid, for the man's face was indescribably ghastly seen under the white glare of the electricity.

"Boy," he whispered hoarsely. "I am Lord Francis Cressingham."

But Desire, white to the lips, muttered out: "I never harmed you, sir; you know I never harmed you. Don't hurt me, sir. I'm a good Catholic, and when I get to England I shall have masses said for your soul."

Cressingham smiled wanly at the thought, and said: "I'm not a ghost, Desire; I'm alive."

"But how did you come here, then?" demanded the boy, only half reassured.

"I swam here under water from the boat and under the door. I only pretended to stab myself."

"Good heavens, what a swimmer you must be!"

"I want you to help me, Desire. Miss Elliott told me how good and kind you have been to her; she sent me to you." He swam to the platform as he spoke, and painfully dragged himself from the water."

The boy fell back a few steps, eyeing him in sheer affright. "Help you!" he stammered; "how can I?"

"I don't know yet; later we shall see. You can hide me here for a few days, can't you? You would not like to see me die, Desire. A few days, is that much?"

"Ah!" (hesitatingly) "but you mustn't be caught, and then my grandfather will know, and I shall suffer for it. You see," he added shamefacedly, "I've worked on this boat for two years now, day and night, day and night. When it is finished grandfather has promised to send me to England to the Cambridge University. But if I do anything to vex him in the meantime, he will not let me go."

"Then you would rather see a fellow creature murdered before your eyes than risk a little to try to save him?"

The boy cast down his eyes, and was silent for a time. He was wonderfully beautiful of face, this boy, and strangely like Mme. Vivella in feature—but he differed just as strangely in expression. His eyes were heavy lidded, large, and marvelously kind; his mouth was soft and tremulous, and his lips quivered as the man observed him.

"I've so wanted to get away from this horrible island; I've always been here, you see," he muttered plaintively at last; "and you must be caught, my lord. It's not like as if I could really serve you or help you to escape—only God could work such a miracle as that, and God never comes near this place."

"My boy," said Cressingham impressively, "God is everywhere, although He be not manifest. He fulfills Himself by divers means and ways we cannot always understand. It is God who has given you now charge of a fellow's life. Be sure that He reads into your heart and sees the selfish impulses at war there with the generous promptings of your better nature."

"You speak like my friend the abbe, who died here last summer," said the boy. "It was he who told me about God. Have you ever seen him?"

"Whom, the abbe?"

"No; God!"

"No, Desire; it is only when we die that we can look upon His face. That is why fools then dare sometimes to be wicked and disclaim His commands."

"One of His commands is to love all men, is it not?"

"Yes, my lad, it is."

"Then I have disobeyed that order," said the boy, "for I hate everybody on this island, even mother. Am I very wicked?"

"We are none of us perfect, Desire. But say, will you help me, or give me up? I am entirely at your mercy, as you see."

"I won't tell on you, of course; you may stay here until you are discovered."

"Thank you, boy; let us shake hands on that."

Desire came forward and offered both his hands. "I like you, my lord," he said frankly. "I shall be so sorry when you are caught; but if you are careful you may live here for quite a long time, for I shall feed you, and grandfather seldom comes to work here lately—he is so old that he grows tired very soon. The only thing is—ha! I did not think of that——"

"What, Desire?"

"The tunnel."

"What tunnel?"

He pointed to the rocky wall against which the boathouse was built, and Cressingham saw the outlines of an iron door cunningly let into the solid rock. "He sometimes comes that way," he muttered fearfully, "and spies on me as I work. If he came now he would catch you easily."

Cressingham shivered. "That door opens on a tunnel, then?"

"Yes, which leads to grandfather's bedroom. No one knows about it but grandfather and me, not even mother. The whole island is honeycombed with tunnels; if you once got in there, and didn't know your way, you might wander for days in the dark, and no matter how you cried out, no one would ever hear you."

"That would be horrible; but where could I sleep, Desire, where I would be safe?"

Desire pondered a while, then pointed delightedly to the silver boat that swung on its davits above their heads. "In there," he cried, "you would be perfectly safe, for we never let it down. It is quite finished, and only needs the engines, which I am busy making now. You had better get in it at once, in case of accidents," he continued presently, "for I have to work, and while I am working one can hear nothing."

Cressingham obeyed, and swung himself on board the boat, which he found to be very lightly but substantially constructed of some alloy of steel and aluminium. It was furnished fore and aft with water-tight compartments, and a large space in the center waited for the engines that Desire spoke of. Leaning over the side, he watched the boy at his work, and marveled at the patience and wonderful skill he employed in the labor that engrossed him. Four hours sped by, and then Desire threw down his tools. "I must go to lunch now," he said; "I shall bring back something for you in my pockets."

"Will you see Miss Elliott?" asked Cressingham.

"Why, yes. She always has her meals with grandfather and me."

"Please try to let her know that I am safe; she will be dreadfully anxious."

"I shall try; good-by, my lord."

He was gone two hours, and on his return seemed very anxious and distressed. "I could not tell Miss Elliott," he said quickly, "for the prince, my mother's husband, has arrived, and I could not see her alone; but I made a sign to her, and grandfather saw me. He was very angry and beat me cruelly. He pretends to think that I intend to run away with Miss Elliott in this boat as soon as the engines are finished, and he is coming soon to take away all the completed plates, so that I cannot do what he suspects. He is now perhaps on his way. Oh, if he should find you here!"

Cressingham found himself sharing the lad's fears, for although, if the count came and found him, he succeeded in killing the monster, that would not help him to escape, but would probably precipitate Miss Elliott's ruin, as well as his own. "Is there not some other hiding place?" he cried.

Desire gasped out, "The tunnel!" and ran to the door, which he opened with a key from his belt. "Come quickly!" he cried.

Cressingham followed the boy, who, striking a match, darted into a dark and dripping passage that led upward like a staircase, but soon they left the main path and entered a cross passage that led into a spacious stalactited cavern. "Remain here!" said Desire. "I shall come to you as soon as I can!" and thrusting some matches into the man's hands, he hurried back like a sprite into the darkness, seeming to know his way by instinct.

Cressingham stood for a long hour in the pitchy blackness of the place listening to the ghostly, ceaseless splashing of the drops of water on the stones about him, a splashing that had lasted then for countless ages and would last perhaps until the end of time.

The horrid loneliness got on his nerves at last, he felt chilled all over to the bone, and sick, too, with anxiety and superstitious fears. Unable to bear it, he struck a match and glanced about him. In the center of the chamber stood the ruined stem of a monstrous slab-shaped stalagmite which some upheaval of nature had overthrown perhaps centuries before. It was of dazzling whiteness, and looked like a sarcophagus. The cavern was dome-shaped, its ceiling hung with millions of glittering inverted spires and pinnacles, all of crystal brightness, while about the sides weird, fantastic columns reared up like so many cold and shrouded corpses frozen into stone.

The cavern seemed to have a dozen entrances, and Cressingham experienced a sudden chill of fear, for he had already utterly forgotten the direction he had come. He raised himself upon the sarcophagus and there, sitting in the dark, for matches were too precious now to waste, gave himself up to a manner of sad and gloomy speculations, and wondered with a thrill of horror how long he would be able to retain his sanity in that dreadful place. He was not particularly superstitious man, but he was more imaginative than many, and his fancy peopled the darkness with strange phantom shapes, yes that stared and mocked him from the shadows, lips that writhed in soundless but sardonic mirth.

He gave utterance to a wild, hysteric laugh, when of a sudden footsteps sounded in one of the corridors and he caught the far gleam of a lamp. It was Desire, who carried in his arms a bundle of rags a lantern, and a mass of food. Cressingham was struck dumb to learn that he had been five hours alone, and that night reigned over the world without. It had not seemed to him a tithe as long, so intense had been his feelings and his fears, but the lamplight and his supper quickly changed all that.

Desire told him while he ate that it would be better to take up his abode in the cavern for the present, as the count, once inspired with an idea, was hard to satisfy, and he would probably pay frequent visits to the boathouse for many days. He had come as he had threatened and carried off all Desire's completed handiwork and set the lad doubly heavy tasks to do. It appeared that there had been angry times at the castle, that Mme. Vivella, who, it transpired, was Desire's mother, had had a violent quarrel with her husband, and the Count d'Attala had taken sides with the prince.

Miss Elliott had fallen ill and was confined to her room. Everything was upset and the whole place difficult to live in. One of the negro servants, moreover, had given the prince some insolent reply, and he had been incontinently shot by the Count d'Attala. "Poor wretch," sighed the boy, "he was a brute, the negro, but he was always kind to me; I shall never forget his dying scream."

"Is Miss Elliott really ill?" demanded Cressingham.

"I think so, for grandfather visited her to see. He would never have allowed her to absent herself from dinner if she were not really sick. Grandfather hates to be alone, you know; he loves company better every day; that is why he was glad when Miss Elliott came here—he likes her, I think."

"Does your grandfather always live on the island, Desire?"

"Oh, no; only during the winter months. He goes away each spring in his yacht, but where I do not know; he never tells me anything."

"He is expecting the visit of some Turk, is he not?"

"Oh, yes; that is my father."

"Your father?" gasped the man.

"Yes, have you ever seen him? Yussef el Jibaloff is his name?"

"No, never. What is he like?"

"He is a devil," cried the boy sharply; "a cursed devil! Every time he sees me he laughs horribly and tries to strike or kick me, unless mother is by, and then he says some hateful thing to her that makes her laugh. I hate her most when he is here. She is generally kind to me at other times."

"My poor boy," said Cressingham, "I pity you from the bottom of my heart. You must come away with me and Miss Elliott. We'll look after you. We'll make you forget all this; we'll be father and mother, brother and sister to you, and give your life a little of the love it has lacked so long."

The lad smiled sadly. "That is a pretty dream," he said. "Sometimes I think I shall never be able to leave this cursed island. But I must away, for I have work to do. I shall leave you the lamp; it is full of oil and you need not fear to burn it. Grandfather never comes this way. Good-night, my lord."

"Good-night, Desire. Think of my words, lad; I meant them."

But Desire had vanished into the dark.

CONTINUED NEXT MONDAY.

MARRIAGE LICENSES.

Clarence J. Scherer, 23, and Nannie E. Morrissett, 21. Rev. J. J. Muir.

Garrett R. Headley, 48, Eastville, Va., and Lelia M. Settle, 26, Richmond County, Va. Rev. H. Outwater.

COLORED.

George Sayles, 22, and Estelle Reed, 19. Rev. William J. Robinson.

DEATH RECORD.

Ann M. Gangewer, 2618 K st. nw., 85 years.
Hannah Roberts, Home for the Aged, 80 years.
George Butler, Govt. Hosp. for Insane, 66 years.
Martha E. Mix, 1517 31st st. nw., 65 years.
Edith Jackson, Garfield Hospital, 65 years.
Thomas H. Bender, 1414 1st st. nw., 63 years.
Gertrude Damm, Providence Hospital, 63 years.
Francis Upsher, 2010 3d st. nw., 62 years.
Kate Smith, Wash. Asyl. Hosp., 60 years.
Catherine R. MacKerry, 29 Mass. ave. nw., 41 yrs.
Mary Burley, Wash. Asyl. Hosp., 40 years.
Irene Thomas, Providence Hospital, 37 years.
Elizabeth G. Crook, 1435 Newton st. nw., 32 years.
David Scott, Wash. Asyl. Hosp., 27 years.
Earnest L. Boswell, 2762 12th st. nw., 26 years.
Evelyn S. Lewis, Royal, 14th and Girard, 3 yrs.
Annie Henson, 122 H st. sw., 2 years.
Raymond Schlorb, 32 O st. sw., 11 months.
Ethel V. Coursen, 12 Cedar st., Takoma Park, 5 months.
Alfred Davis, 945 Lettie st. sw., 2 months.
William R. Hanleiu, 700 G st. sw., 10 days.
Celestine Woodson, 1319 C st. nw., 3 days.

DAILY COURT RECORD.

Supreme Court of the United States.

Present: The Chief Justice, Mr. Justice Harlan, Mr. Justice Brewer, Mr. Justice White, Mr. Justice Peckham, Mr. Justice McKenna, Mr. Justice Holmes and Mr. Justice Day.

Walter M. Harady, of Tacoma, Wash., and John W. Rorke, of Boston, Mass., were admitted to practice.

No. 62. Frederick H. Vogt, appellant, vs. Matilda S. Vogt, by her guardian ad litem, Pauline Vogt; argument continued by Mr. John C. Gittings for the appellant. The court declined to hear further argument.

No. 63. Frederick L. Grant Shoe Company, appellant, vs. W. M. Laird, Company. Argument commenced by Mr. P. M. French for the appellant, continued by Mr. Hiram R. Wood for the appellee, and concluded by Mr. P. M. French for the appellant.

No. 64. The Mississippi Railroad Commission et al., appellants, vs. The Illinois Central Railroad Company. Argument commenced by Mr. Marcellus Green for the appellants, continued by Mr. Edward Mages for the appellee, and concluded by Mr. Marcellus Green for the appellants.

No. 66. Reuben L. Martin, plaintiff in error, vs. The Pittsburg and Lake Erie Railroad Company. Argument commenced by Mr. Charles Koonce, jr., for the plaintiff in error.

No. 53. James Goudy, plaintiff in error, vs. Edward Meath, assessor, &c. Leave granted to file brief for the defendant in error on motion of Mr. Walter M. Harvey for the defendant in error.

Adjourned until Monday at twelve o'clock.

The day call for Monday, October 29, will be as follows: Nos. 66, 292, 67, 68, 69, 70, 71, 72, 73, 76, and 77.

DISTRICT COURTS.

Equity Court No. 1.

CHIEF JUSTICE CLABAUGH.

Rollins vs. Rollins; proof ordered taken before T. H. Fitnam, examiner. Complainant's solicitor, H. G. Kimball; defendant's solicitor, R. B. Behrend.

White vs. White; commission ordered to issue. Complainant's solicitors, George C. Gertman and John Ridout; defendant's solicitors, S. D. Truitt and J. A. Butler.

McBlair vs. Waggaman; exceptions overruled and distribution ordered. Complainant's solicitor, J. J. Darlington.

Stewart vs. Stewart; guardian ad litem appointed. Complainant's solicitors, Ralston & Siddons and H. T. Winfield; defendant's solicitor, L. H. David.

Smith vs. Lankford; time to take testimony limited. Complainant's solicitors, Thomas Walker and Irving Williamson; defendant's solicitors, Birney & Woodard.

Newell vs. Guaranty Loan and Building Association; auditor's report confirmed. Complainant's solicitor, B. S. Minor; defendant's solicitor, Samuel Maddox.

Godding vs. Talbott; sale finally ratified and distribution ordered. Complainant's solicitor, George C. Gertman.

Redman vs. Redman; contract of sale confirmed and bond of guardian fixed at $10,000. Complainant's solicitor, J. A. Lenham.

Cahill vs. Cahill; counsel fee ordered paid. Complainant's solicitor, C. W. Stetson; defendant's solicitor, W. S. Duvall.

Carter vs. Carter; proof ordered taken before M. M. Murray, examiner, and Attorney J. Wilmer Latimer appointed to defend. Complainant's solicitor, Campbell Carrington.

Campbell vs. Daniels; pro confesso set aside with leave to answer. Complainant's solicitor, John Ridout; defendant's solicitors, Ralston & Siddons.

No assignments for Monday, October 29, 1906.

Equity Court No. 2.

JUSTICE GOULD.

In re habeas corpus of Caroline F. Corbett and Cornelia L. Corbett; verdict of sanity.

Cook vs. Sampliner; rule on defendants returnable November 2, 1906. Complainant solicitors, Ralston & Siddons, Thomas L. Jones, and W. C. Chase.

No assignments for Monday, October 29, 1906.

Notice—The motions continued from Friday last are to be heard November 2.

Circuit Court No. 1.

JUSTICE WRIGHT.

Neaton vs. Union Transfer Company; verdict for plaintiff for $586.23. Plaintiff's attorneys, J. J. Darlington and R. B. Behrend; defendant's attorney, H. E. Davis.

Stewart vs. Davis; motion for judgment granted. Plaintiff's attorney, C. W. Clagett; defendant's attorney, H. E. Davis.

United States ex rel. Neenan vs. Fidelity and Deposit Company of Maryland; demurrer to declaration sustained, with leave to amend. Plaintiff's attorneys, Hamilton, Colbert & Hamilton; defendant's attorney, J. J. Darlington.

Fleckin vs. Pacific Mutual Life Insurance Company; demurrer to declaration sustained, with leave to amend in ten days. Plaintiff's attorneys, Douglas & Douglas; defendant's attorneys, Berry & Minor.

Neaton vs. Union Transfer Company; motion for new trial filed. Plaintiff's attorneys, J. J. Darlington and R. B. Behrend; defendant's attorney, H. E. Davis.

Assignments for Monday, October 29, 1906:

No. 123. Kessler vs. Magruder. Attorneys, H. W. Wheatley—R. P. Downing and J. V. Coughlin.

No. 169. Rosenberg vs. Commercial Automobile and Supply Company. Attorneys, Wolf & Rosenberg—Elmer & Woodard.

No. 53. Roberts vs. Washington Railway and Electric Company. Attorneys, W. J. Lambert—J. J. Darlington.

No. 69. Dailey vs. Atkinson. Attorneys, C. A. Keigwin—Campbell Carrington.

No. 113. Kehan vs. Washington Railway and Electric Company. Attorneys, R. E. Downing and R. E. Cavanaugh—J. J. Darlington.

No. 73. Kassler vs. Washington Railway and Electric Company. Attorneys, H. B. Moulton—J. J. Darlington.

No. 129. United States Cabinet Bed Company vs. Redmond. Attorneys, H. W. Wheatley—Hayden Johnson.

Circuit Court No. 2.

JUSTICE ANDERSON.

United States ex rel. Cardozo vs. Baird et al.; rule to show cause returnable November 2. Plaintiff's attorney, H. E. Davis and J. A. Cobb.

Frothingham vs. Karrick; ordered on assignment for October 30.

Dawson vs. Stoll, and Johnson vs. Stoll; demurrers sustained. Plaintiff's attorneys, Gittings & Chamberlin; defendant's attorneys, Thurston & Ballinger.

Colleen vs. Alleman; motion for new trial submitted. Plaintiff's attorneys, Ralston & Siddons and W. E. Richardson; defendant's solicitors, John Ridout and G. C. Gertman.

Jones vs. Foose; demurrer to third plea overruled. Plaintiff's attorneys, Tucker & Kenyon and E. S. Bailey; defendant's attorneys, Hallam & Hallam.

Evans vs. Southern Railway Company; demurrer overruled, with ten days to plead. Plaintiff's attorney, G. E. Trafles; defendant's attorneys, Hamilton & Colbert.

Gray vs. Richardson; demurrer to fourth plea overruled, with ten days to plead. Plaintiff's attorneys, McCammon & Hayden; defendant's attorney, A. A. Hoehling, jr.

Grant vs. Karrick; demurrer to second plea to first count of declaration overruled. Plaintiff's attorney, F. W. M. Reynolds; defendant's attorneys, Millan & Smith.

Folstin vs. Liebman; demurrer overruled with ten days to plead. Plaintiff's attorneys, Ballinger & Thurston; defendant's attorneys, Tepper, Gittings & Chamberlin.

Brooks vs. Wright; judgment by default for $184.55. Plaintiff's attorney, John Ridout.

Contractors' Supply Company vs. General Engineering and Supply Company; leave to file an amended affidavit by October 30. Plaintiff's attorney, C. F. Carusi; defendant's attorney, E. A. Jones.

Karr vs. Goldenberg; demurrer to declaration overruled, with twenty days to plead. Plaintiff's attorneys, Carrington & Johnson; defendant's attorneys, Wolf & Rosenberg.

Gamble vs. Willard Hotel Company; plaintiff ordered to file undertaking, or deposit $50 security for costs. Plaintiff's attorneys, Beall & White; defendant's attorneys, Hamilton, Colbert & Hamilton.

Davidson vs. Semmes-Kelly Company; continued.

Assignment for Monday, October 29, 1906:

No. 71. Gainer vs. Capital Traction Company. Attorneys, H. B. Moulton—R. Ross Perry & Son and G. T. Dunlop.

No. 150. Roche vs. Myers. Attorneys, Archer & Smith—Hamilton, Colbert & Hamilton.

No. 41. Hutchins vs. Washington Times. Attorneys, Brandenberg & Brandenberg—W. J. Lambert.

No. 66. Thomas Dawson vs. Baltimore and Ohio Railroad Company. Attorneys, Alex Kilgour, Gittings & Chamberlin—Hamilton, Colbert & Hamilton.

No. 6. Friedman vs. District Columbia. Attorneys, J. I. Peyser and Hayden Johnson—E. H. Thomas.

No. 82. Wylie, Harker and Camp Company vs. Riley. Attorneys, W. J. Lambert—Douglas & Douglas.

No. 114. Conrad vs. Switzer. Attorneys, J. C. Adkins—H. Prescott Gatley.

No. 62. Markwood vs. Menefee. Attorneys, Chapin Brown—George P. Hoover.

Criminal Court No. 1.

JUSTICE STAFFORD.

United States vs. Armistead Lee, robbery; sentenced to penitentiary for fifteen years. Attorney, J. C. Foster.

United States vs. Charles H. Reed, robbery; sentenced to penitentiary for twelve years. Attorney, W. E. Ambrose.

United States vs. Benjamin Kelly, housebreaking; sentenced to penitentiary for one year and six months. Attorney, M. T. Clinkscales.

United States vs. Benjamin Kelley, petit larceny; sentence suspended.

United States vs. Calvin Bryan, housebreaking; sentenced to penitentiary for two years. Attorney, C. H. Hemans.

United States vs. William Brosnaugh, grand larceny; sentenced to penitentiary for two years and six months. Attorney, S. D. Truitt.

United States vs. Arthur Tabbs, assault with dangerous weapon; sentenced to penitentiary for ten years. Attorneys, J. E. Collins and J. M. D. Carrington.

United States vs. Charles E. Grant, murder; sentence of execution postponed until Friday, November 16, 1906, between 6 a. m. and 12 m. Attorney, J. A. O'Shea and H. I. Quinn.

United States vs. Harry Divers and John Reagan, housebreaking and larceny; plea not guilty. Attorney, Albert Sillers.

United States vs. Ross Wise, housebreaking; plea not guilty. Attorney, W. E. Ambrose.

United States vs. Ashby Cooper, receiving stolen property; plea not guilty.

United States vs. American Ice Company et al., conspiracy; plea not guilty, with leave to demur in two weeks.

United States vs. American Ice Company, S. A. Kimberly and George F. Hoover, violating Sherman law; plea not guilty, with leave as above.

Assignments for Monday, October 29, 1906:

United States vs. Henry Colinsky.

United States vs. William Allen.

United States vs. Edward Hopkins.

Criminal Court No. 2.

JUSTICE BARNARD.

United States vs. Frank Emerich, false pretenses; nolle pros.

United States vs. Clarence E. Waring, forgery; plea guilty; sentenced to penitentiary for five years; sentence suspended. Attorneys, Gittings & Chamberlain.

Briel vs. Rowland; leave to P. H. Marshal to withdraw as plaintiff's attorney.

Heiskell vs. Vowles; motion for new trial filed. Plaintiff's attorney, P. R. Hilliard; defendant's attorney, John Ridout.

Baer vs. Staples; motion for new trial filed. Plaintiff's attorney, R. S. Hume; defendant's attorney, George P. Hoover.

Assignments for Monday, October 29, 1906:

Nos. 62 and 63. Johnson County Savings Bank vs. Shaw & Hill. Attorneys, H. B. Rowland—W. H. White.

No. 64. Stouffer vs. Pond. Attorneys, H. B. Rowland—W. H. White.

No. 65. Stouffer vs. Hurlebaus. Same attorneys.

No. 71. De Vaughan vs. Robbins. Attorneys, H. L. B. Atkisson—Ralston & Siddons.

No. 73. Kritsch vs. Peer Artificial Leg Manufacturing Company. Attorneys, H. W. Wheatley—E. B. Kimball.

No. 74. Gaunt vs. Washington Employes' Mutual Benefit Association. Attorneys, W. G. Gardiner—Fred Beall.

No. 75. Kolb vs. Anthony. Attorneys, Sheehy & Hogan.

No. 76. Julius Lansburgh Furniture and Carpet Company vs. Joynt. Attorney, H. H. Hollander.

Probate Court.

JUSTICE GOULD.

Estate of Caroline Clarkson; rule to show cause. Attorneys, Brandenburg & Brandenburg.

Estate of Napoleon J. T. Dana; order to sell notes. Attorney, Evans Browne.

Estate of Bridgette Wynne; will admitted to probate and letters testamentary granted to Mary M. Wynne; bond, $550. Attorney, E. L. Schmidt.

In re William F. Harris; order of allowance.

Estate of Charles R. Rowzee; petition for leave to dispose of household furniture. Attorneys, Ralston & Siddons.

Equity Suits.

No. 29638. Lewel Cook et al. vs. James G. Sample et al.; injunction. Complainants' solicitors, Ralston & Siddons.

No. 29639. Martha P. Curtis et al. vs. Effie Ware; to sell real estate. Complainants' solicitor, J. F. Scaggs.

No. 29640. Thomas F. McKeever et al. vs. Annie E. Callahan et al.; partition. Complainants' solicitors, Brandenburg & Brandenburg.

Law Suits.

No. 48894. Robert Lyons, receiver, vs. Abacist Trust Company; notes, $550. Plaintiff's attorneys, A. B. Browne, Alexander Britton, and Evans Browne.

No. 48895. Hecht & Co. vs. Bridget Dougherty; judgment of T. H. Callan, justice of the peace, for $58.01.

REAL ESTATE TRANSFERS.

G street northwest, between Eleventh and Twelfth streets—Henry G. Potter et ux. to Clarence C. Calhoun, part lot 9, square 329, $10.

Mount Pleasant—Carrie J. King et vir Charles W., jr., to Harlan E. Allen, lot 329, $10.

Kastle Park—Flora B. Crum et vir Orbison R. to F. Alverna Heacock, lots 9 to 16, block 9, $10.

Twelfth street northwest, between M and N streets—Wharton E. Lester et al., trustees, to William C. Bedow, lots 12, 13, and 14, square 314, $5,850.

No. 228 Tenth street northeast—Albert F. Fox, trustee, to Charles H. Miller, lot 17, square 939, $4,000.

Sheriff road—Henry H. Lowrie et ux. to Eugene T. Broadus, lot on said road, $10.

L street northwest, between Sixteenth and Seventeenth streets—American Security and Trust Company, trustee, to John L. Mangan, part original lot 7, square 183, $4,500.

I street northwest, between Seventeenth and Eighteenth streets—Marie C. E. Redfern to Ida M. Ryan, part original lot 4, square 126, $25,000.

E street southeast, between Sixteenth and Seventeenth streets—Charles W. Bohannon et ux. to Max Eck, lot 6, square 1091, $10.

Holmead Manor—Louise Taylor et vir Charles H. to Frank W. Carden, lot 96, block 43, $10.

No. 1722 Fifteenth street northwest—Agnes M. Bradley to Emma T. Roche, lot 21, square 192, $8,500.

Mount Pleasant and Pleasant Plains—Agnes Miller et al. to Ernest C. Morris, lot 94, block 16, $10.

No. 1507 Pierce place northwest—Addison A. Syphax et ux. to Severn Taylor, lot 86, square 191, $10.

Petworth—William R. Stark to Frederick W. Baxter, lot 35, square 26, $100.

DEEDS OF TRUST.

Square 551—The Building Laborers' Business League to David Moore and Eldridge E. Jordan, to secure Emanuel Speich, $500, 2 years, 6 per cent, semi-annually, part original lot