

MAV SHIF' BLAME ON THE RAILROAD

Coroner Investigates Cause of Terra Cotta Wreck.

BLOCK SYSTEM PROBED

Searching Questions Put to Company's Officials.

Evidence Shows that Engineer Was Not Looking for Red Lights. Operator Phillips on Duty for Twelve Hours—Agents of the Interstate Commerce Commission on Hand at the Inquest.

Testimony of a startling character, throwing many interesting sidelights upon the Baltimore and Ohio Railroad's block system on the Metropolitan branch, was given at the first hearing of the coroner's inquest yesterday.

It tends to shift the weight of suspicion from the shoulders of the engineer and crew of the extra train that caused Sunday's wreck at Terra Cotta to the shoulders of those men responsible for the continuance of the day operator system such as practiced at the Takoma Park signal station. The inquest was held at the headquarters of the Firefighter on the river front. The inquest was adjourned until 10 o'clock this morning.

The hearing was devoted to the examination of three officials of the railroad—O. H. Hobbs, division superintendent; C. W. Gallaway, general superintendent of transportation of the entire Baltimore and Ohio system, and Thomas F. Detrol, train dispatcher in charge of the Metropolitan branch at the time of the wreck.

With deliberation and in carefully worded phrases the railroad officials answered the volley of questions shot at them by Coroner J. Ramsey Nevitt, and at the close of the day's session the following salient points had been made clear:

Phillips Works Twelve Hours.

That operator Milton W. Phillips, of the Takoma block, is customarily on duty from 6:30 p. m. until 6:20 a. m.

That at 6:30 p. m. the Takoma block becomes ordinarily inoperative for the night, thus making one block of the stretch of track between Silver Springs and University.

That at 7 p. m. the operator at University is supposed to go home, thus making his block inoperative and making one block of the track between Silver Springs and the Rhode Island avenue tower.

That the Silver Springs and Rhode Island avenue signal is kept under an operation twenty-four hours daily.

That when a block becomes inoperative no lights are displayed, and the engineers, taking their signals from the operative tower at University, proceed with only the ordinary carelessness, and in no more expectancy of signals than when approaching stations where no telegraph operators are employed.

That the engineer in charge of the train running behind the wrecked passenger train Sunday night passed the block between Silver Springs and Takoma at 6:28 o'clock.

That operator Phillips, still being on duty, must have notified the operator at Silver Springs that the passenger No. 66 had passed into the University block before the Silver Springs operator allowed the extra to clear for Takoma.

That Phillips' duty at 2:30 duty expired while the extra, No. 219, was still running between Silver Springs and Takoma.

That under those circumstances he should have remained on duty under an unprinted but supposedly rigid rule—and held No. 219 until the operator at University should have notified him that No. 66 had passed into the University-Rhode Island avenue block, which he is said to have done.

That Phillips should have exposed a red target as a stop signal to the oncoming extra, which he is said to have done.

That Engineer Hildebrand, of 219, is instructed by no rule to expect that Phillips was still at his post at 6:31, the time 219 passed Takoma.

Did Not Expect Signals.

That when he is placed on the stand his defense will be based principally on the claim that he was not to expect signals at Takoma, and that, seeing none, he proceeded with his train.

That this is the first severe test of the "day operator" system, and that, apparently, the contingency of a train entering the Takoma block two minutes before Phillips was to leave duty, with more slowly moving trains, is a short distance ahead, has not been adequately provided for in the rules and regulations of the railroad.

That the Takoma station been operating twenty-four hours, the accident could scarcely have happened inasmuch as Engineer Hildebrand would then surely have been expecting a signal of some sort and under the rules would have stopped to investigate had he seen no signals.

That Hildebrand has always been regarded as one of the most careful and valuable engineers in the Baltimore and Ohio service.

That the average speed of train 219 between Silver Springs and Terra Cotta was about twenty-five miles an hour.

That the crew of train No. 66, even if ignorant of the fact that No. 219 was following closely, were under no obligation or orders to take extra precautions against a rear-end collision while at Terra Cotta.

Investigation Is to Be Thorough.

That the investigation by the coroner and other District officials is to be most thorough was made apparent early in yesterday's proceedings. The examination of the witnesses produced was deliberate and searching. With a carefulness and regard to detail that should satisfy the most exacting, Coroner Nevitt, assisted by Commissioners West and Macfarland and Assistant District Attorney Charles H. Turner, questioned the witnesses upon every phase of the subject upon which they could furnish any information tending to aid the jury in reaching its verdict fixing the responsibility of the disaster.

Under the law, the coroner alone could directly question the witnesses. The session lasted from 10:40 o'clock in the morning until nearly 5 in the afternoon, with a recess for luncheon of three-quarters of an hour.

Special import was lent the occasion by the presence of two representatives of the Interstate Commerce Commission—James M. Watson, chief of the division of safety appliances, and L. M. Walter, an attorney, employed by the Federal government to prosecute cases of violation of the rules governing the use of these safety devices. Attorney Walter

WEATHER FORECAST.

For the District of Columbia and Maryland—Rain to-day; tomorrow clearing and colder; light to fresh easterly winds, becoming westerly Friday.

HERALD NEWS SUMMARY.

- TELEGRAPHIC. 1—Fatal Shooting at Georgia Wedding. 2—Capt. Koehler Found Guilty. 3—Woman Tries to Kill Judge. 4—Forty Dead in Kansas Wreck. 5—McCrea Made Cassatt's Successor. 6—Gov. Hughes Asks Hearst Reenact.

LOCAL.

- 1—Wreck Inquest Under Way. 2—Car Family Explained. 3—Chinise to Hold Convention Here. 4—Commercial Club Is Being Formed. 5—Wreck Victims are Buried. 6—Sultan Writes Letter to President. 12—Big Bank Merger Is Pushed. 13—Cardozo Gets His Pay. 14—Three Teachers Seek Reinstatement.

MRS. HARTJE TESTIFIES.

Denies Charges Made by De Costa in Perjury Trial.

Pittsburg, Pa., Jan. 2.—Mrs. Mary Scott Hartje, whose husband made an unsuccessful attempt to secure a divorce from her, was on the witness stand together part of today in the case of William De Costa, the negro tailor and pal of Hoop, the negro coachman, who is charged with perjury in connection with the Hartje divorce case.

De Costa swore that Mrs. Hartje often visited Hoop while the latter was in his shop, visited the shop in his company; that Hoop frequently came into the shop and talked in endearing terms over the telephone to Mrs. Hartje. In her testimony this afternoon Mrs. Hartje declared that she had been out of the city on certain days when De Costa said she had visited Hoop, and that on other occasions she was sick in bed. Her mother and other witnesses were called to corroborate the evidence.

ROOSEVELT MAY JUDGE BABIES

Jamestown Exposition Officials Plan Unique Attraction.

Special to The Washington Herald.

Norfolk, Va., Jan. 2.—An international baby show with President Roosevelt as chief judge and presenter of prizes will be a feature of the Jamestown Exposition, should the President accept the honor which it is proposed to bestow upon him. Plans for the show are now being worked out by the exposition officials. It is proposed to have babies from all countries and conditions in life in the competition, and there will be prizes for the fattest babies, the prettiest babies, for the slimmest, best developed, and best formed babies. Mothers of prize babies are deeply interested in the proposition.

STREET CAR RUNS AWAY.

Jumps the Track at Curve and Four Persons Are Hurt.

Pittsburg, Pa., Jan. 2.—A street car of the Mount Washington line ran away on a steep grade on Merrimack street, Shalersville, late to-night, and after running over a mile, jumped the track at a curve. Three passengers and the conductor, the only occupants of the car when it left the rails, were seriously injured. The motorman escaped with slight bruises by jumping.

BANK CASHIER DEFIES JUDGE

Refuses to Surrender Key to Mysterious Strong Box.

New Sensation in Failure of the Farmers and Drivers at Waynesburg.

Waynesburg, Pa., Jan. 2.—A mysterious strong box and an equally mysterious woman are the latest sensations which have entered into the failure of the Farmers and Drivers National Bank.

The strong box, which is a small iron safe, was found by Receiver Cunningham, and when he made inquiries he discovered that former Cashier Rinehart was the only person who possessed a key to the box. When Cunningham demanded that Rinehart open the box, the former cashier refused. Cunningham finally wired to Judge Oldham, of the Department of Justice, who arrived here to-day.

Oldham demanded the key, but still Rinehart refused. He said he would open the box if he were allowed to extract certain papers. He admits that the box contains two policies for life insurance amounting to \$200,000, one of which for \$100,000 had been deeded to the bank. Oldham made a proposition that he would open the box and turn over any private papers to Rinehart after he had read them. Rinehart refused.

From Rinehart's attorneys, who were called into the conference this afternoon, it was learned that Rinehart had refused to give to Oldham were written to him by a woman, and he will not have them fall into any hands but his own.

A witness, whose name is concealed, stated at the bank to-day that he secured possession of thirty shares of stock in the bank which she had given to Rinehart. The latter promised to buy them from her and place the amount to her credit. To-day she found that she had been drawing the dividends from the stock, he had not credited her with their value.

IDENTIFIES DEAD MASTER.

Horse Takes Police to Late Home of Driver Who Died in Baggy.

Chicago, Jan. 2.—Frank V. Henson, found dead to-day in his buggy on a downtown street, was identified by his horse.

Henson, a well-to-do business man, left his Chicago home, where he had been visiting with friends, to drive to his home on the North Side, fifteen miles distant. On the road he died of heart disease. It was learned that the driver's figure as the horse trotted past, a policeman shouted to Henson.

He received no answer and stopped the horse. As he did so Henson toppled over the dashboard. He was dead. He was well dressed and wore several valuable diamonds, and carried a well-filled pocket-book, but had no mark of identification.

Capt. Healey, of the police station, to which the rig was taken, managed to get the horse to help him. Jumping into the buggy, he clucked to the horse and left the brute to take its own way. An hour later it stopped in front of a North Side suburban home of J. B. Requier, Henson's brother-in-law, with whom the dead man had lived.

For the greatest amount of heat at the least expense, use an Otis Hot Water Radiator. Demonstrations, 509 9th st. n.w.



FIND KOEHLER GUILTY

Court-martial Has Decided Against the Captain.

CRITICISED GENERAL WOOD.

Cavalry Officer in Philippines Said to Have Used Disrespectful Language in Relation to His Superior. Sentence Will Probably Be a Reduction in Number.

Zamboanga, Mindanao, P. I., Jan. 2.—It can be stated on authority that the general court-martial of Capt. I. M. Koehler, Fourth Cavalry, for criticism of Gen. Wood, has resulted unfavorably for the captain.

The sentence cannot be made public until it has been reviewed by the War Department, but the court found Capt. Koehler guilty of the charges and specifications with certain exceptions and substitutions, and it is generally believed that the sentence will be a reduction in rank, although this is not authentic.

The evidence showed throughout that Capt. Koehler's former trial was irregular in many respects, and tended to show that he had been the victim of prejudice and personal animus. This condition was the principal cause of his written appeal to the President, but the prosecution argued that even though the trouble were wronged by a superior, it was his duty as an officer and soldier to couch the language of his appeal to higher authority in respectful and concise terms, remembering that the superior of whom complaint was made was still his superior, to whom entire official respect was due.

Capt. Koehler was placed under arrest as soon as the court adjourned, until the case had been disposed of by the War Department, probably in three months.

Capt. Koehler was charged with using disrespectful language in relation to Maj. Gen. Wood, a superior officer. The trouble is the outgrowth of a dispute between Maj. Hugh L. Scott and Capt. Koehler previous to the fight at Mount Dajo last March. Maj. Scott was in command. When the Fourth Cavalry took station at this place there were very bad accommodations for the enlisted men and the horses.

Capt. Koehler requested an improvement in the way of better quarters for his men, and when Maj. Scott paid no attention to this, Capt. Koehler sent a communication through military channels charging him with neglect, and not attending to his duties as a commanding officer.

CLUBMAN SUED FOR DIVORCE.

Special Master Parker Recommends Freedom for Mrs. Irvin T. Bush.

Trenton, N. J., Jan. 2.—Irvin T. Bush, of Brooklyn, head of the Bush Terminal Company and a member of the Union League and New York Yacht Club, did not put in an appearance at the taking of testimony in the divorce proceedings instituted against him by his wife.

Special Master Frederick Parker, to whom the case was referred to take testimony, has filed his report with the chancellor, recommending that the divorce be granted, and that Mrs. Bush have the custody of her two children, Beatrice and Eleanor, ten and eight years old. The master's report expresses the belief that the charges made by Mrs. Bush were sufficiently proved by the testimony offered.

Records Submarine Earthquake.

Lalbach, Austria, Jan. 2.—The seismograph at the observatory here recorded at 1:15 p. m. a very severe submarine earthquake 11.30 miles distant. It is expected that tremors elsewhere will follow.

Frye Is Renominated.

Augusta, Me., Jan. 2.—William P. Frye was renominated United States Senator by acclamation to-night at the Republican caucus of the legislature.

A in Carte Lunch Served Daily

at Eckstein's from 12 to 3. 111 1/2 N. Y. ave.

DUNLOP'S BODY FOUND.

Scotch Golfer Had Been Missing for Seven Weeks.

New York, Jan. 2.—The body of Robert Dunlop, a Scotch golfer, who was a familiar figure on the Van Cortlandt Park links, was found in Van Cortlandt Park near Grand avenue, Kings Bridge, this afternoon. He had been missing for seven weeks.

Dunlop, who was thirty-seven years old, came here from North Berwick, Scotland, last spring with the intention of becoming a professional. He entered the championship match of the New York Golf Club last July, but his record of 220 in two days' play left him far short of any of the prizes. While he occasionally played good golf, doing the course at Van Cortlandt in 72, he took so little care of himself that he was not much sought as an instructor. He appeared more frequently as a caddy.

GOMPERS FLEES SUMMONS

Labor Federation's President Will Not Go to Shea Trial.

Cited to Testify in Case Against Chicago Teamsters Head, Goes to Cuba, Ostensibly for Health.

President Gompers, of the American Federation of Labor, has been out of Washington for more than a week, ostensibly for his health and in pursuit of a much-needed rest, but reports from Chicago indicate that an unwillingness to go to that city and testify in the teamsters' strike trial is the real reason of his trip.

At the hearing of C. P. Shea, of the teamsters' union, and his seventeen co-defendants, on charges of conspiracy to incite riots, it is said that Gompers is badly wanted by the defense as a witness, and that a summons was sent to this city for him. It is alleged that the labor president heard of the summons and left for Cuba a few hours before the sheriff's officer arrived in Washington. Gompers is declared by the accused teamsters of approving the strike.

The prosecution denies this, and claims that Shea and his associates called out a rival union, refused to be conciliated, and that the charges made by Mrs. Gompers were sufficiently proved by the testimony offered.

FRENCH PRIESTS ARE FINED.

Treasurer of Vestry Ordered to Surrender Parish Property.

Paris, Jan. 2.—The tribunal at Barle-Duc has rendered judgment in the action of M. Varmesson, president of the Association Cultuelle at Culey, against M. Camus, treasurer of the vestry, to compel the latter to surrender the parish books and property. M. Camus is ordered to surrender everything to M. Varmesson within a week under penalty of paying 50 francs daily for a month, after which time a new judgment will be made regarding damages. This decision establishes the legality of the association's cultuelles, which were formed despite the papal interdiction.

Three priests were arraigned before the tribunal at Chaumont to-day. One of them was fined 40 francs for not making a declaration. The other two were fined 25 francs each for not making declarations and for making insulting remarks.

The mayor of Saint Savin has summoned a priest for making house-to-house collections in behalf of the clergy. The summons charges him with begging.

It's Unsafe and Unprofitable

To keep your surplus money idle. Deposit your funds in banking dept. of Union Trust Co., 144 F. Interest on all accounts.

GUESTS SEE TRAGEDY

Members of Prominent Families Clash at Wedding.

DR. FRANK RIDLEY, JR., VICTIM

Because Harvey Hill, an Atlanta Attorney, Spoke to Physician's Sister, After Being Warned Not to, Encounter Takes Place and Fatal Shooting Is the Result.

La Grange, Ga., Jan. 2.—Immediately after the solemnizing of the wedding ceremony between Miss Ellis Ridley and Benjamin Swanson this afternoon, and while those present were congratulating the couple to tender congratulations, Dr. Frank M. Ridley, Jr., a cousin of the bride, was shot and perhaps fatally wounded by Attorney Harvey Hill, who had come from Atlanta to attend the wedding.

The shooting occurred on the front veranda of the handsome Ridley home and right at a bay window in which the bridal couple were receiving congratulations. Immediately after the shooting Hill walked into the parlor and stated to the guests:

"I have shot Frank and I think I have killed him."

Hill then walked downtown, surrendered to the sheriff, and was placed in jail.

Young Dr. Ridley was removed from the veranda and physicians called, who were not yet able to say whether the wound will prove fatal.

The shooting grew out of the attentions of Hill to Dr. Ridley's sister Mary. It is said that Hill and Miss Mary Ridley were affianced, in opposition to the wishes of the Ridley family. Some time ago Dr. Ridley, father of Miss Mary, forbade Hill ever to speak to his daughter again. Miss Mary was at the wedding of her cousin to-day, and she and Hill engaged in conversation. This enraged Dr. Ridley, Jr., who took Hill to the veranda and asked what he meant by speaking to his sister. Hot words followed, and young Dr. Ridley knocked Hill down. The latter arose, drew a pistol, and shot the young doctor.

The families are wealthy and socially belong to the old regime of the South. Harvey Hill is a grandson of the late Benjamin H. Hill, famous as United States Senator from Georgia, and son of Solicitor General C. D. Hill, of the Atlanta judicial circuit. Solicitor Hill arrived to-night to look after his son's interest.

Young Dr. Ridley was a football star while at the University of Georgia, and only recently married the daughter of the late Gen. John M. Hood, of Baltimore.

REINS SILVER IN PARK ROW

Elevator Shaft of Big Building Full of Falling Coin.

Firemen in Basement Thought Truants Were Becoming Liberal, but Are Soon Disillusioned.

New York, Jan. 2.—Those who toil by day in the lofts of the Park Row Building were treated to a coin shower as they were going home late this afternoon. But only their eyes got the benefit.

Three employees of the New York Coin Handling Company were taking \$28,000 of the Interborough Rapid Transit Company's extra heavy New Year's collection of nickels, dimes, quarters, and halves from the Interborough offices on the fifth floor. The coin was in 120 bags, which were piled on a truck. The two front wheels of the coin truck had been pushed onto the elevator, when the extra New Year's weight caused the platform to fall about six inches.

The bags of money were spread over the platform of the elevator. Two bags containing \$50 in quarters fell over the sides of the lift and broke into a silver shower. The crowds of officeworkers caught a glimpse of a glittering stream that sped past them.

There was a rush of frenzied financiers to the basement. But the elevator men and the three employees of the coin handling company, armed with brooms and shovels, surrounded the pile at the bottom of the shaft before the investigators could arrive.

The firemen in the basement thought that the truants were certainly becoming liberal, when the floor of the subcellar around the shaft was flooded with coin. By much sweeping and examination of crevices on the way down the shaft all the quarters were eventually found. Many of them were bent and twisted out of shape.

Figures Are Misleading.

"We charge, further, that the official daily quotations sent out through the United States mails by the officers and members of the New York Cotton Exchange, and as proof of the charge we cite to you the fact that from the 1st day of September, 1906, to December 31, 1906, there was only delivered from that market 10,095 bales of spot cotton to shippers out of a total of practically 5,000,000 bales of American cotton placed upon the markets of this country at that time."

"We further charge that under the present debased and fraudulent rules of the New York Cotton Exchange a large number of unspinnable low grades of cotton are tendered on the contracts of that concern which are not permitted under the rules of any other cotton exchange in the world, and we affirm that such rules are fraudulent."

"We further charge that the quotations sent out daily on the debased contract of the New York Cotton Exchange are of a predominant influence over the legitimate cotton trade, to its great detriment and injury."

"We further charge that New York City has endeavored to its best advantage for commercial spinning grades of cotton, due to the present debased contract of the New York Cotton Exchange, and as proof of the charge we cite to you the fact that from the 1st day of September, 1906, to December 31, 1906, there was only delivered from that market 10,095 bales of spot cotton to shippers out of a total of practically 5,000,000 bales of American cotton placed upon the markets of this country at that time."

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