DID NOT CUT RATES

Misapprehension Regarding 1st Artillery Band.

COMPLAINT OF MUSICAL UNION

Claimed That Civilians Were Unfairly Underbid.

THE FACTS IN THE CASE

The War Department is having trouble with the Musical Labor Union with respect to the employment of military bands in private service, similar to the trouble the Navy Department is having with a similar organization with regard to the Marine Band.

Under date of November 22 last, Mr. John Mitthauer, secretary of the Musical Mutual Protective Union, New York city, addressed a letter to the Secretary of War, making a strong protest against the employment of the 1st Artillery Band by the South Carolina Interstate and West Indian exposition at Charleston, S. C. He alleged that the 1st Artillery Band is in open competition with civilian musicians, and that "owing to the condition and circumstances of the army bands, they can be engaged far below the remuneration asked by the civilian musicians, who depend on such occasions as the Charleston exposition to earn a livelihood."

The Musical Union's Complaint.

Mr. Mitthauer said further: "We do not think it right and just that an army band which is housed, fed and clothed, besides receiving pay from the government, should be allowed to compete with the civilian who must earn his bread and support his family by performing at such occasions as above mentioned. The opportunity is taken from him by allowing enlisted men to leave their respective posts at which they are stationed, and take away what business there might be which the citizen ought to do. An order was issued by the War Department some years ago, to abate the wrong, but said order has been disregarded by the commandants of the respective posts, especially in New York harbor. We, therefore, protest against this practice, and pray you to come to our assistance and stop the injustice upon our citizens who depend on musical performances for a living.

"The managers of the Charleston exposition have sought to engage members of the Musical Mutual Protective Union of New York city and estimates were forwarded said managers, but no engagement was made. Now it is plain that the 1st Artillery Band, having no responsibility, nor care, no taxes to pay, no nothing to worry about, agreed to play at the exposition at Charleston for less money than any civilian band could be engaged for in any part of the United States. Said band is well able to play at reduced prices under the circumstances, and even give its service gratuitously for the enjoyment of a little respite from military routine and duty, and for a good time in general. The 1st Artillery Band has been engaged, agreed to leave its post and duty, for which the country is paying it, and to furnish the music at Charleston exposition, to the detriment of professional musicians and citizens, for the period of six weeks, commencing December 1, 1901. A word from you will change these conditions throughout the country, and we know you will give it, and by doing so will earn and receive the blessings of every civilian musician in the land."

Resulting Correspondence.

This letter was productive of considerable correspondence by the War Department with the exposition authorities and with General Brooke, commanding the department of the east. It appears that the application for the services of the band at the exposition was granted by the Secretary of War after it had been approved by General Brooke. The 1st Artillery Band is stationed on Sullivan's Island in Charleston harbor. It was expressly provided that its engagement by the exposition authorities should be without expense to the United States and should not be allowed to interfere with the regular duties of the band.

Why the Band Was Engaged.

Mr. J. C. Hemphill, manager of the department of promotion and publicity of the Charleston exposition, under date of Charleston, December 14, replied to Lieut. Leigh Sypher, adjutant, at Sullivan's Island, S. C., as follows:

"1. The First Band Artillery Corps is now under engagement at the exposition because it performs the kind of music specially desired by the management.

"2. The question of price was not the moving consideration in the engagement of this band, a number of other bands having offered much lower rates for the service which is now being performed by this band.

"3. The question as to the engagement of this band was considered as a question to be adjusted between the band and the exposition management rather than in the light of a bid in competition with other musical organizations.

"4. The First Band Artillery Corps should not be regarded as having been in competition with other bands as far as this engagement is concerned.

"5. No specific advertisements for bids for the music for the exposition were made. All the bids for engagements here came from the musical organizations throughout the country, without solicitation from the exposition management. No offer to furnish music for the exposition was made by the First Band Artillery Corps until it had been requested by the exposition management to make an offer.

"6. The present engagement of the First Band Artillery Corps was made by the exposition company, because it suited the exposition company to make this engagement with this particular band for reasons of their own, and not because the price was above or below that of any other organization.

"7. The managers of the exposition at Charleston have not at any time sought to engage the members of the Musical Protective Union, as such.

"Trusting that I have been sufficiently definite in my statements as to the engagement of the First Band Artillery Corps, and thanking you for the opportunity of presenting the matter as it appears to those charged with the engagement of this band, I am, etc."

Misapprehension of Facts.

The action of the War Department is shown in a letter written to Mr. John Millhauer, secretary of the Musical Mutual Protective Union, New York city, a few days ago, of which the following is a copy:

"The department has looked into the matter complained of in your letter of the 22d ultimo to the Secretary of War, in which you state that the First Artillery Band has secured the contract from the exposition authorities at Charleston, S. C., in open competition with civilian musicians; that the managers of the Charleston exposition sought to engage the members of the Musical Mutual Protective Union of New York city, which forwarded estimates, but failed to secure the engagement for the reason that the First Artillery Band agreed to play at the exposition for less money than any civilian band could be engaged for in any part of the United States, and I have now the honor to inclose for your information copy of a communication from the manager of the department of promotion and publicity of the South Carolina Interstate and West Indian exposition, Charleston, having in charge the management of music, from which it appears that your complaint against the First Artillery Band is based upon a misapprehension of the facts, and that it was not the lowest bidder for the services it is now performing. Very respectfully,

"GEO. ANDREWS,
"Assistant Adjutant General."

FRIENDS ABANDON HOPE.

Condition of Gen. Seamans Reported as Much Worse.

The condition of General William H. Seamans of California is such today that his friends have now abandoned all hope of his recovery. For a time it was thought he would be able to pull through, but his strength is leaving him, and the end is likely to occur at any moment.

EVEN DOZEN FILED EARLY

GRAND RUSH TODAY OF APPLICANTS FOR DIVORCE.

Additions to List Made at Intervals Throughout the Day—The Charges.

An hour after the office of the clerk of the Supreme Court of the District of Columbia was opened this morning an even dozen petitions for divorce had been placed on record, all previous records being thereby smashed. Additions were made to the list at intervals throughout the day. Up to a late hour this afternoon the docket bore the entry of petitions filed as follows:

Isaac Dozier, through Attorneys Turner and Mitchell, against Sarah Dozier. It is charged that the defendant had a husband living at the time she went through the marriage ceremony with the petitioner.

Mary Elizabeth Smith, through Attorneys Roach and Watkins, against William Smith. Desertion is alleged.

Josephine R. Jones, through Attorney W. J. Johnston, again Clarence M. Jones. Mrs. Jones charges that her husband, to whom she was married November 19, 1895, willfully deserted her and their child August 15, 1900.

Grace Hayes, through Attorneys Wolf & Rosenberg, against John W. Hayes. The parties were married at Rockville, Md., the last day of January, 1898. They did not permit their friends and acquaintances to learn of the marriage and did not live together until the following September, it is explained, although thereafter the fact of their marriage was not generally known in the community. It is charged by Mrs. Hayes that her husband willfully deserted her December 29, 1899.

Harriet M. Watterson, through Attorney H. J. May, against John Watterson, said to be employed in the census office. The parties were married at Brooklyn, N.Y., the 29th of November, 1900. It is charged by Mrs. Watterson that her husband has been guilty of cruel treatment toward her to the extent of endangering her life and health by refusing to supply her with the necessaries of life. "He expressed the niggardly view," she says, "that if he did not have her he could live on 10 cents a day." Her husband finally refused to live with her, Mrs. Watterson asserts, he remarking that the courts would have to decide between her and him.

William Johnson, through Attorney Michael J. Keane, against Jane Johnson. Desertion is alleged.

Began Abuse Early.

Bessie Rosenthal, through Attorney I. Q. L. Alward, against David Rosenthal. The parties were married February 11, 1900. From the day following the marriage, it is charged by Mrs. Rosenthal, her husband treated her in a cruel and inhuman manner, endangering her life and health.

William W. Parker, through Attorney Philip Walker, against Nellie E. Parker. The marriage of the parties occurred in Baltimore, Md., March 2, 1880. They have two children. Mrs. Parker informs the court that her husband deserted her August 20, 1889.

Effie F. Elliott, through Attorney Charles Bendheim, against Thomas Campbell Elliott. Cruel treatment of the petitioner by the defendant and finally desertion are alleged.

Mary E. Rudder, through Attorney W. Calvin Chase, against James T. Rudder. Desertion is alleged.

Paul Gant, through Attorney M. T. Clinkscales, against Kitty Gant. Desertion is alleged.

Says Wife Uses Rents.

Charles B. Hemingway, through Attorneys Ralston and Siddons, against Mary R. Hemingway. The parties were married November 3, 1883, and have three children. Mr. Hemingway charges that his wife willfully abandoned him the 1st of August, 1898. He recites to the court that he conveyed to his wife the title to certain real estate, not as a gift, but as the most secure way of establishing for the benefit of the complainant, the defendant and the children a permanent family home. Mrs. Hemingway, it is stated, is collecting the rent of the property. The court is asked to decree that Mr. Hemingway is the real and exclusive owner of the same. The petitioner also asks that he be given the custody of the children.

Solomon Basey, through Attorney Campbell Carrington, against Ellen Basey. Desertion and infidelity are alleged.

Married When Quite Young.

Sarah M. Gates, otherwise known as Sarah M. Sullivan, through Attorneys Hufty & Hufty, against John C. Gates, otherwise known as John C. Sullivan. It is explained that the defendant when quite young was adopted by a family named Gates, although his real name is Sullivan. The parties were married in January, 1874. The petitioner was fourteen years of age at the time. Thirteen children have been born to the couple, eleven of whom are now living. Since about January, 1900, says the petitioner, her husband has been intolerably abusive and cruel to her.

Isa Naylor, through Attorneys George Burgess and Edward S. Bailey, against William L. Naylor. This petition is for annulment of the marriage on the ground of alleged lunacy of the defendant.

Mary F. Coffin, through Attorney J. E. Ray, jr., against Ellery F. Coffin. Willful desertion is alleged.

Annie L. Walker, through attorney T. L. Jeffords, against Littleton W. Walker. Cruel treatment is alleged; husband has been intolerably abusive and cruel to her.

Winfred G. Dluguid, through Attorney M. N. Richardson, against John T. Dluguid. Desertion is alleged.

James S. Cowdon, through Attorney A. B. Webb, against Marion N. Cowdon. Desertion is alleged.

Adelaide Smith, through Attorney A. B. Webb, against J. Leavitt Smith. Desertion is alleged.

Alice May King, through Attorney Charles Bendheim, against Joseph King. Cruel treatment and desertion are alleged.

Jeannette L. Cavanagh, through Attorney J. D. Wright, against Michael I. Cavanagh. Cruel treatment is alleged.

Jessie P. Sniffen, through Attorney W. Preston Williamson, against William F. Sniffen. Cruel treatment and desertion are alleged.

Because of Desertion and Ill-Treatment.

Carrie Belle Sullivan, through Attorney Geo. W. Drew, against Daniel E. Sullivan. Desertion is alleged.

Annie F. Webster, through Attorney Chase Roys, against John M. Webster. Desertion and cruel treatment are alleged.

Jennie E. Howell, through the same attorney, against Edward S. Howell. Similar grounds are alleged.

Charles Jackson, through Attorneys Nauck & Nauck, against Jennie E. Jackson. Desertion and infidelity are alleged.

Daisy Mollere, through Attorneys Turner and Mitchell, against Joseph F. Mollere. Systematic abuse, ill-treatment and neglect of the petitioner by the defendant are alleged.

Dilla M. Sherman, through Attorney Leon Tobriner, against Gaylor L. Sherman. Cruel treatment and desertion are alleged.

Maggie L. Hammond, through Attorney A. R. Mullowny, against Winfield S. Hammond. Desertion is alleged.

Eleanor Gardner, through Attorney Belva A. Lockwood, against Arthur Gardner. The charge is cruel treatment.

Charles H. Butler, through Attorney E. S. Bailey, against Ada Butler. Desertion is alleged.

Justice Bradley in Equity Court No. 2 this afternoon signed a decree granting Hattie L. Hall a divorce from Hubbard B. Hall on the ground of desertion.

To Take Part in Funeral.

The 4th Battery of Field Artillery, stationed at Fort Myer, Va., left this afternoon for Camden, N. J., to take part in the funeral of Senator Sewell, late major general of volunteers, which takes place in that city tomorrow. They were fully equipped and their equipment included six field guns.

Committees have been appointed on behalf of the Senate and the House of Representatives to attend the funeral of Senator Sewell. The committee on behalf of the Senate consists of Senator Sewell's colleague, Senator Kean; his fellow-members of the committee on military affairs, Senators Hawley, Proctor, Burrows, Warren, Scott, Quarles, Bate, Cockrell, Pettus and Harris; his associates on the committee on enrolled bills, Senators Hanna of Ohio and Foster of Louisiana, and in addition Senators Platt of New York, Platt of Connecticut, Cullom, Hale, Aldrich, Penrose, Elkins and Turner. The house committee is composed of the members of the New Jersey delegation—Messrs. Loudenslager, Gardner, Howell, Salmon, Stewart, Parker, McDermott and Fowler.

THE THOMPSON WILL

Case Settled by Agreement of the Parties at Interest.

ESTATE TO BE DIVIDED

Rights of Future Children Left in Abeyance.

LARGE SUMS IN CASH

The legal proceedings resulting from the filing of a caveat to the will of the late John W. Thompson by his children, Ross Thompson and Mary Ida Thompson, were brought to a halt this afternoon, when Justice Bradley, in Equity Court No. 2, signed a decree that, in effect, confirms an agreement reached by the parties out of court, and which effects a compromise of the whole tangle. The estate is to be divided into four parts, one going to Ross Thompson, one to Miss Ida Thompson and two to the children of Ross Thompson.

By the decree it is set forth that it appearing to the court that serious questions of law are involved in respect of the legal construction of the will of John W. Thompson, they being,

Whether the interests of Mary Ida Thompson and Ross Thompson are vested, or whether in order to take they must be alive when the period of distribution arrives, towit: When the youngest child of Ross Thompson becomes of age.

Whether Mary Ida Thompson and Ross Thompson and Ross Thompson's children take per capita, or whether each, considering the children as a class, takes one-third.

Whether after-born children of Ross Thompson take under the will and if so whether the period of distribution is postponed until such after-born children, if any, arrive of age.

Whether the caveat of Mary Ida Thompson creates an intestacy of her share.

And it further appearing to the court that, under these circumstances, all the parties to this cause, except the American Security and Trust Company, in order to avoid long, uncertain, disagreeable and expensive litigation, have entered into and executed a written agreement of compromise and settlement of their respective claims and interests in respect of the estate the court decrees in accordance with the agreement.

The Agreement.

This agreement recites that it is made "this 28th day of December, 1901, between Ross Thompson, Mary Ida Thompson, John William Thompson, by Samuel H. Kauffmann, his guardian ad litem, and Ross De Bruler Thompson, by Samuel H. Kauffmann, his guardian ad litem, and Flora B. Thompson." It recites the death of John W. Thompson, the filing of his will and the legal steps taken by the children to secure a construction of the document by the court.

It states that "Whereas, by a certain ante-nuptial contract between said John W. Thompson and said Flora B. Thompson, dated August 22, 1896, and by a deed made by said John W. Thompson to the American Security and Trust Company of Washington, D. C., dated June 29, 1898, and conveying the premises No. 1419 I street northwest, in said city, and certain furniture and other personal property in said deed described, and by an instrument, dated June 29, 1899, executed by him, transferring to said company certain stocks and other securities, said Flora B. Thompson has been so provided for by said John W. Thompson that she is willing, if such provision shall be undisturbed, to give up any claim against the estate of said John W. Thompson which she might have as his widow or otherwise, and

"Whereas, the other parties to this agreement are willing that such provision shall be undisturbed and unquestioned upon said Flora B. Thompson giving up such claim, and

"Whereas the parties hereto wish to avoid further litigation, either as to the validity or as to the construction of said instrument, dated July 5, 1898, and to enter into a family agreement and settlement by which all questions growing out of their respective interests and claims in, to or against the estate of the said John W. Thompson, whether under said instrument of July 5, 1898, or otherwise, shall be amicably determined and put at rest, it is, therefore, hereby agreed:

The Division.

"1. That said Ross Thompson and Mary Ida Thompson shall file in said court, holding a special term for Orphans' Court business, their written consent to the admission of said instrument to probate and record as the last will and testament of said John W. Thompson, and to the issuing of letters testamentary thereon to the American Security and Trust Company, named therein as executor, and that they shall not hereafter controvert the validity of said instrument as such last will and testament.

"2. That the American Security and Trust Company, as the executor and trustee named in said instrument, its successors and assigns, shall take and hold under the terms of said instrument, and on the trusts therein declared, for the benefit of the children of said Ross Thompson, an undivided one-half interest in the entire estate of said John W. Thompson; provided that nothing herein contained shall prejudice in any way any application that may be made hereafter by or on behalf of said children, or either of them, to have the net income of their interest in said estate, or part thereof, applied to their or his maintenance or education.

"3. That said American Security and Trust Company, its successors and assigns, shall take and hold in trust for the said Ross Thompson, his heirs and assigns, an undivided one-fourth interest in the estate of said John W. Thompson, and shall take and hold an undivided one-fourth interest in said estate in trust for said Mary Ida Thompson, her heirs and assigns; provided that said company, as such executor and trustee, within twenty days from the issue of letters testamentary to it as such executor shall pay or deliver to said Ross Thompson, his executors, administrators or assigns, out of the personal estate of said John W. Thompson, the sum of $75,000, or its equivalent, to be deducted from his one-fourth interest in said estate, and to the defendant, Mary Ida Thompson, her executors, administrators or assigns, the sum of $75,000, or its equivalent, to be deducted from her one-fourth interest in said estate; provided further, that said company as such executor and trustee shall not sell, incumber, invest or make any change in the undivided interest of said Ross Thompson in any part of the real property forming part of said estate without the consent in writing of said Ross Thompson, or his proper representatives, or the order of the proper court, or in the undivided interest of said Mary Ida Thompson in any part of said real property without the consent in writing of said Mary Ida Thompson, or her proper representatives, or the order of the proper court; and, provided further, that the net income of their respective one-fourth interests in said estate shall be paid to said Ross Thompson and said Mary Ida Thompson, their respective heirs, executors, administrators or assigns, quater-annually during the continuance of said trust.

End of Trust.

"4. That as to said Ross Thompson and said Mary Ida Thompson, said trusts shall terminate and they, their respective heirs, executors, administrators and assigns, shall each be entitled to demand and receive from said American Security and Trust Company, its successors and assigns, as executor and trustee as aforesaid, an absolute and unconditional conveyance and transfer of their respective interests in said estate when the youngest child now living of said Ross Thompson shall become twenty-one years of age.

"5. That this agreement is entered into by said Ross Thompson and said Mary Ida Thompson upon the advice of their counsel, that under the terms of said instrument, dated July 5, 1898, no child or children of said Ross Thompson who may hereafter be born will be entitled to any interest in said estate of said John W. Thompson, and by Samuel H. Kauffmann, as guardian ad litem of the infant defendants, John William Thompson and Ross De Bruler Thompson, on the advice of his counsel, that whether such after-born child or children would take any interest in said estate under said instrument or not, it is a just and fair settlement of all the pending litigation involving the validity and the construction of said instrument that one-half of said estate should go in equal shares to said Ross Thompson and said Mary Ida Thompson, and the remaining one-half in equal shares to the children of said Ross Thompson.

"6. That the interests of said Ross Thompson and Mary Ida Thompson and of the children of said Ross Thompson in said estate shall each be subject to a proportionate share of the debts, if any, of said estate, payable in the due course of administration, and of the costs of administration and of this suit.

"7. That said Flora B. Thompson shall make no claim against the estate of said John W. Thompson, either in the District of Columbia or elsewhere, provided that the provisions in her favor made by said instruments, dated, respectively, August 22, 1896; June 29, 1898, and June 29, 1899, shall remain in full force and effect and shall not be disturbed or questioned by or on behalf of any of the other parties to this agreement, their heirs, executors, administrators or assigns, and said John William Thompson, Ross De Bruler Thompson, Ross Thompson and Mary Ida Thompson hereby bind themselves not to disturb or question said provisions or any of them.

"8. That the trusts and powers vested and reposed in said American Security and Trust Company under the terms and provisions of said instrument, dated July 5, 1898, shall continue in said company, except as modified by this agreement and the decree made in pursuance hereof."

This agreement is signed by Ross Thompson, Mary Ida Thompson, Flora B. Thompson, John William Thompson (by Samuel H. Kauffmann, his guardian ad litem), Ross De Bruler Thompson (by Samuel H. Kauffmann, his guarandian ad litem).

Avoids Litigation.

The court's decree then says:

"And it further appearing to the court that said agreement of compromise was made and entered into by all the parties thereto in good faith, and that the settlement of this suit and of the litigation involving the validity of said will, by carrying into effect said agreement of compromise, will be to the best interest of all persons beneficially interested in said estate.

"And that if no settlement be made of said litigation, the trial and determination of the issues under the caveat filed by said Mary Ida Thompson may result in the loss to the children of said Ross Thompson of all interest and share in the estate of said John W. Thompson."

The decree then states:

"That said agreement, dated December 28, 1901, be, and it is hereby, approved and confirmed on behalf of the infant defendants, John William Thompson and Ross De Bruler Thompson." The division of the estate as provided in the agreement is ordered.

The payment of $75,000 each to Ross and Ida Thompson is ordered, as is the agreement regarding any sale and as to the termination of the trust.

The Children.

As to the children's share the decree says:

"Whether any child or children of said Ross Thompson hereafter born, if any, will be entitled under said will, dated July 5, 1898, to any, and, if so, to what share in the undivided one-half of the estate of said John W. Thompson hereinbefore decreed to be held by said American Security and Trust Company in trust for the children of said Ross Thompson, is not decided, but is reserved by this decree; it being hereby adjudged and decreed that in no event are the children of said Ross Thompson, whether now living or hereafter born, entitled under said will to receive or have any claim upon any part of the estate of said John W. Thompson except the one-half interest therein which is hereinabove decreed to be held in trust for the children of said Ross Thompson by the defendant, the American Security and Trust Company, its successors and assigns."

The Receivership.

The decree concludes: "That the trusts and powers vested and reposed in said American Security and Trust Company, under the terms and provisions of said will, shall continue in said company, except as modified by this decree.

"That said trust company, appointed receiver of said estate, do file herein as soon as practicable a report of its action under said order and a statement of account of its receipts and disbursements, and upon the filing of the same this cause is hereby referred to the auditor of the court to state the account of said receiver.

"Said trust company shall hold the assets of said estate in its custody, as executor and trustee under said will, as modified by this decree, from the date of the issue to it of letters testamentary, and may, out of the cash of said estate in its custody, pay to itself as receiver all credits and allowances made to it by the report of the auditor when confirmed by the court."

The Attorneys.

Attorney A. S. Worthington appeared for Mary Ida Thompson, Attorney J. J. Darlington for Samuel H. Kauffmann, the guardian ad litem of John William Thompson and Ross De Bruler Thompson; Attorneys Nathaniel Wilson, William F. Mattingly and A. B. Browne for the American Security and Trust Company, the executor and trustee under the will.

MR. YOUNG REAPPOINTED

CONTINUED AS CLERK OF DISTRICT SUPREME COURT.

The justices of the Supreme Court of the District of Columbia met today in general term and reappointed John R. Young clerk of the court, the reappointment to go into effect the 1st of January. Mr. Young took the oath of office and his bond was approved. The reappointment of the clerk of the court does away with the possibility of his being legislated out of office by the terms, or lack of terms, of the new code of law.

The court approved the reappointment of all the present assistant clerks.

James G. Payne was reappointed auditor of the court.

The five court criers were reappointed, and James H. Luxon, for many years a court messenger, was appointed crier, to fill an additional position provided by the code.

The court messengers were reappointed. The code transfers the appointing powers of the messengers from the marshal to the court.

James H. Harris was reappointed warden of the jail for a term of four years, from the 1st of January.

The court approved the locating of offices by the new justices of the peace, as follows:

Robert H. Terrell, 2212 Brightwood avenue.

E. M. Hewlett, 33 Monroe street, Anacostia.

Samuel R. Church, 100 P street

Charles S. Bundy, 344 D street.

H. Randall Webb, southwest corner of Pennsylvania avenue and 19th street.

Luke C. Strider, 308 East Capitol street.

Thomas H. Callan, southeast corner of Lincoln avenue and R street northeast.

The three remaining justices of the peace have not yet located their offices.

AT DEATH'S DOOR.

Mr. J. S. Van Antwerp's Condition Extremely Critical.

Mr. James S. Van Antwerp, a prominent Washington correspondent, is lying at death's door at his residence in this city, 2908 14th street. Mr. Van Antwerp is suffering from a general breakdown. He was taken ill on Friday, and his condition last evening was so alarming that it was thought he could not live through the night. His physician holds out no hope for his recovery. Mr. Van Antwerp is correspondent for a number of papers, including the Richmond Times and Leader, the Milwaukee Wisconsin, Philadelphia Bulletin and New York Telegraph.

The condition of Mr. Van Antwerp this afternoon was unchanged. He was still unconscious, and his physician, Dr. McArdle, gives very little hope of his recovery.

MARINES FOR THE PHILIPPINES.

A Detachment of 100 Will Leave San Francisco January 16.

A detachment of 100 marines will leave San Francisco on the 16th proximo for the Philippines, to take the places of men whose terms of enlistment have expired and who are coming home. The detachment will be in command of Capt. R. K. Cole, now at the Puget Sound station, who will be accompanied by First Lieut. H. C. Reisinger, at the Mare Island navy yard; First Lieut. J. W. Wadleigh, at Boston; First Lieuts. O. H. Rask and J. S. Turrill, at the New York navy yard, and Second Lieut. R. W. Dikeman.

RIVERS OVERFLOW

Recent Rains Cause High Water in Pennsylvania.

DAMAGE ALONG THE SCHUYLKILL

Danger at Pittsburg Averted by the Cold Snap.

POTOMAC IS RISING

PHILADELPHIA, December 30.—The rain which has fallen almost incessantly since Saturday evening has resulted in a dangerous freshet in the Schuylkill river, and today the water of that stream is fifteen and one-half feet above normal. All of the big industrial plants along the Schuylkill at Manayunk and Norristown, near here, are flooded and work has been suspended.

The county bridge at Port Kennedy, Pa., has been wrecked by the flood, and the tracks of the Philadelphia and Reading railway at Spring Mill, about eight miles from here, are submerged. Traffic, however, has not yet been seriously handicapped.

In this city the river is out of its banks near the Baltimore and Ohio railway station, the water having backed out to 24th street, the first thoroughfare east of the station. Cellars of dwellings are flooded, and many residents along the river early today sought safer quarters.

The Wissahickon drive, through Fairmont Park, which runs along the Schuylkill river for miles, is under water.

Two new brick dwellings in Kensington, in the northeastern section of the city, collapsed early today, having been undermined by the heavy rain. The houses were not occupied. Many farms at Tacony, Wissinoming, Collegeville, Holmesburg and Torresdale, suburbs of this city, have been seriously damaged by the storm, and the cellars of the residences are flooded. Small creeks emptying into the Delaware river are out of their banks, and the flat land between Frankford and Bridesburg is under several feet of water.

Cold Snap Averts Flood.

PITTSBURG, Pa., December 30.—The threatened flood as a result of the heavy rainfall of Saturday and Sunday has been averted by the cold snap and the rivers at this point will not reach over a twenty-foot stage.

During the night a big ice jam formed in the Allegheny river between the Fort Wayne railroad bridge and the bridge of 16th street, and for a time threatened to sweep the new railroad bridge away. The gorge caused the rivers to overflow and at 4 o'clock this morning Pine street and River avenue, Allegheny, were flooded. The Allegheny department of public safety at once sent out men to warn people living in the lower part of the city to vacate their homes, but a half hour later the jam suddenly broke with an awful crash.

Flood Threatened at Harrisburg.

HARRISBURG, Pa., December 30.—The Susquehanna river is again rising, and there are indications of another flood if the rain continues to fall as heavily as it has during the last two days.

At midnight the river stood at four and a half feet above low water mark, and this morning it was slowly rising.

Paxton and Conodoguinot creeks in this locality and the Yellow Breeches creek, below Harrisburg, are bank full and rising. The indications are that similar conditions exist in the creeks above this city, as the heavy rainfall has been general throughout the state.

READING, Pa., December 30.—A thirteen-foot flood was raging in the Schuylkill river early this morning, as a result of the heavy rainfall of the past two days. No serious damage was done, however, and the water is receding.

Potomac Rising Rapidly.

Special Dispatch to The Evening Star.

CUMBERLAND, Md., December 30.—The Potomac is rising at the rate of six inches an hour, and is quite a torrent, but little damage feared. The Baltimore and Ohio railroad does not anticipate any trouble either east or west of this point on account of the high water.

RICHMOND, Va., December 30.—There is a tremendous freshet in James river. The water is above the danger point at Columbia and still rising. The lower part of this city is cut off and its people are moving their effects. The steamers are unable to get to the wharves and some parts of the ship building plant are submerged. Higher water is expected by 3 o'clock this afternoon.

FLOODS IN THE SOUTH.

Georgia, Alabama, Portions of Tennessee and North Carolina Visited.

ATLANTA, Ga., December 30.—The torrential rains of the past two days in Georgia, Alabama and East Tennessee and portions of North Carolina caused the death of four persons as far as known, and inflicted serious damage to all kinds of property. The rains have been followed by much colder weather, accompanied by high winds. The weather bureau announced today that the Chattahoochee river would continue to rise during the next thirty-six hours, and it is feared much damage will result.

Three people were drowned at West Point, Ga., while attempting to cross the turbulent Chattahoochee, and Thomas Russell, an engineer on the Atlanta and West Point railroad, was killed in a freight wreck caused by a washout near Notasulga, Ala.

Thousands of dollars' worth of property has been destroyed at West Point and there is much suffering. Today the water in the streets of West Point was from one to five feet deep. Many of the people spent the night in Fort Tyler.

No trains have been sent through from Atlanta to Montgomery over the Atlanta and West Point road since Saturday, and the Southern railway's New York and New Orleans limited last night was sent around by Birmingham and Meriden. A washout is reported on the Southern between Asheville and Knoxville. At Columbus, Ga., the Chattahoochee registered 38 feet. The property damage is already heavy. Nearly five inches of rain has fallen in the vicinity of Rome, Ga. Two washouts are reported on the main line of the Louisville and Nashville road south of Montgomery.

CHATTANOOGA, Tenn., December 30.—An average of three inches of rainfall over the Tennessee river basin since Saturday sent the water over the thirty-three-foot danger line here today. The water is now rising at the rate of four inches an hour. The Tennessee flood warning service announces that the river will reach thirty-eight feet here by 10 o'clock tonight, and will go over forty feet by tomorrow afternoon. Merchants in the business section of the city are removing all goods from their basements in expectation that they will be flooded.

MANILA'S FIRE DEPARTMENT.

Ex-Chief Bonner of New York Asked to Reorganize It.

Ex-Fire Chief Hugh J. Bonner of New York is considering a proposition made to him by President Roosevelt to reorganize the fire department of Manila, Philippine Islands, on modern lines. The tender of the appointment to Mr. Bonner was made in consequence of a cablegram from the Philippine commission to Col. Edwards, chief of the insular bureau of the War Department, asking that the best available man for head of the Manila fire department be recommended to them. The cablegram said that a strictly first-class man to organize the department was wanted. After some inquiries Mr. Bonner was decided on as in every respect the best selection that could be made. He came to Washington not quite a week ago, went over the situation, and when he left was given about a week to think over the matter of his acceptance of the post, he not being prepared to give an immediate answer. It is believed that he will probably accept. A law was passed some time ago creating the fire department. The original chief of it is no longer in the service, and it was decided to obtain a man of experience and ability. The place probably will pay $3,000 to $3,500 a year.

SCIENTISTS IN SESSION

ASTRONOMICAL AND ASTROPHYSICAL SOCIETY MEETS.

Interesting Paper Read on the Eclipse Expedition to Sumatra—Program for Future Days.

The Astronomical and Astrophysical Society of America, which has among its membership many of the best known scientists of the country, began its annual meeting today at the Cosmos Club. In the early part of the day a session of the executive council of the association was held. Prof. Simon Newcomb of Washington, who is president of the organization, presided at the first session of the organization held in the auditorium of the club at 11 o'clock.

A. N. Skinner read an interesting paper on the United States observatory eclipse expedition to Sumatra, which was illustrated by stereopticon views. Following this S. A. Mitchell gave an interesting talk on the flash spectrum, May 18, 1901. At the forenoon session C. D. Perrine also told of the Lick observatory-Crocker expedition to Sumatra to observe the total solar eclipse of May, 1901.

At 1 o'clock the members enjoyed lunch at Barton's. Tonight there will be a conversatione at the Arlington. J. K. Rees of New York will read a paper on the expedition to Sumatra. Among the distinguished astronomers attending the sessions, which will last until Thursday, are Prof. George E. Hall of the Yerkes observatory, University of Chicago; G. C. Comstock of the University of Wisconsin, who is secretary of the society; C. L. Doolittle of the University of Pennsylvania, and W. W. Campbell of the Lick University, California.

Papers to Be Read.

The program for the several sessions includes the following papers: "Preliminary Statement of Results of International Magnetic Observations During the Total Solar Eclipse, May, 1901," L. A. Bauer; "Meridian Circle Positions of Nova Persei," R. H. Tucker; "Note on the Parallax of Nova Persei," R. G. Aitkin; "Discovery of Rapid Motion in the Faint Nebula Surrounding Nova Persei," C. D. Perrine; "Notes on the Theory of New Stars," W. W. Campbell; "The Energy of Condensation of Stellar Bodies," R. S. Woodward; "The Constant of Aberration," C. L. Doolittle; "The Period of Delta Equulei," W. J. Hussey; "Duration of Twilight at Different Altitudes Within the Tropics," S. I. Bailey; "The Determination of Double Star Orbits," G. C. Comstock; "The Almucantar as an Instrument for the Determination of Time," C. S. Howe; "Optical Distortion of Photographic Telescopes," Harold Jacoby; "The Bruce Spectrograph of the Yerkes Observatory," E. B. Frost; "A Description of the Second (Chili) Mills Spectrograph," W. W. Campbell; "A Determination of the Cause of the Discrepancy Between Measures of Spectrograms Made With Violet to Left and Violet to Right," H. M. Reese; "A Determination of the Wave Lengths of the More Prominent Nebular Lines," W. H. Wright; "Some Vices and Devices in Astronomical Computations," H. S. Davis; "A Theorem Concerning the Method of Least Squares," Harold Jacoby; "Four New Spectroscopic Binaries, With Notes on the General Subject," W. W. Campbell; "Discovery of 500 Close Double Stars," W. J. Hussey; "Discovery of 300 New Double Stars," R. G. Aitkin; "A Comparison of Printing and Recording Chronographs," C. S. Howe; "A Cosmic Cycle," F. W. Very; "The Clock Room at Case Observatory," C. S. Howe.

RAYMOND K. TONGUE AS CLERK.

Selection Made by Chief of District Insurance Department.

Mr. Thomas E. Drake of Ohio, who on January 1 becomes the first superintendent of insurance of the District of Columbia, under the operation of the new code of laws, has recommended to the District Commissioners the appointment of Raymond K. Tongue as clerk of the insurance department. The recommendation was made to Commissioner Macfarland, who will have jurisdiction of the new department. Mr. Macfarland has transmitted the recommendation to his associates of the District board, and it is stated the appointment will be made out in time to become effective Wednesday. The position of clerk carries with it an annual salary of $1,000.

Mr. Tongue was selected from almost one hundred applicants, ranging in residence from Wyoming to Maine. He is a native of Washington and has resided here all of his life. He is at present employed in the office of Thomas P. Morgan, agent for the Mutual Life Company of New York, and is thoroughly acquainted with insurance affairs and methods. Mr. Tongue was strongly recommended for the place by both fire and life underwriters. He will be Mr. Drake's only assistant in the conduct of the insurance department.

Building Permits.

A building permit was issued today to Lydia H. Tilton for a six-story brick, iron and stone apartment house at 918 18th street northwest; cost, $42,000.

Mr. Moseley's Suggestion.

Major Richard Sylvester, the chief of police, has forwarded to the District Commissioners the suggestion of Edward A. Moseley, secretary of the interstate commerce commission, that suburban street railroad companies be compelled to maintain a light where their tracks come into the highway, and also at the terminus of their roads at the District line.

Old Resident Passes Away.

Mr. John T. Wineberger died yesterday shortly after noon at his son's residence, 3546 Brightwood avenue. He had reached the age of eighty-eight years and seven months. The funeral will take place from the residence of his son tomorrow afternoon at 2 o'clock, and there will be services at Rock Creek Church.

Washington Stock Exchange.

Sales—Regular call, 12 o'clock m.—Chesapeake and Potomac Telephone, $1,000 at 106½, $1,000 at 106¼. Capital Traction, 20 at 106⅝, 10 at 106⅝, 5 at 106¾. Mergenthaler Linotype, 10 at 171½, 10 at 171, 10 at 171, 10 at 170¾, 10 at 170¼, 10 at 170. Lanston Monotype, 50 at 10¼, 100 at 10¼, 50 at 10¼. After call—Capital Traction 4s, $1,000 at 106¾. Capital Traction, 20 at 106¼.

District of Columbia Bonds—3.65s, funding, 125½ bid.

Miscellaneous Bonds—Capital Traction 4s, 106⅝ bid. Washington Traction and Electric Receipts, 68 bid, 70 asked. Metropolitan Railroad 5s, 117½ bid, 120 asked. Metropolitan Railroad Cert. Indebt., A, 105 bid, 107 asked. Metropolitan Railroad Cert. Indebt., B, 105 bid, 107 asked. Columbia Railroad 6s, 117 bid, 120 asked. Columbia Railroad 2d mort. 5s, 105 bid, 108 asked. Washington Gas Co. 6s, series A, 107 bid. Washington Gas Co. 6s, series B, 107 bid. U. S. Electric Light Deb. Imp. 6s, 104 bid. U. S. Electric Light Cert. Indebt. 6s, 104 bid. Chesapeake and Potomac Telephone 5s, 106⅝ bid, 107 asked. American Security and Trust 4s, 100 bid. Washington Market Co. 1st 6s, 111 bid. Washington Market Co. Imp. 6s, 111