

ALCAZAR THEATER BURNS. POLICE WILL SEARCH FOR ORIGIN.

Theater in Flames When Big Blaze Was Still Several Blocks Away ORIGIN UNKNOWN

The earthquake clause, to which the dishonest insurance companies look to relieve them of the necessity of paying their loss claims in San Francisco, will be found an incomplete subterfuge for the companies insuring property on the Gore of land bounded by Market, Sutter and Taylor streets.

The fire from the theater spread quickly through the rear of the furniture house of Breuner & Co. and the Cordes Company, and later leaped across O'Farrell street and down toward the Phelan building.

There are several witnesses to the burning of the Alcazar and all agree that at the time in the afternoon it was joined with the great fire coming over from Chinatown.

TO SHOW CONDITION OF THE FIREMAN'S FUND COMPANY TODAY.

When the Organized Policy-Holders meet this afternoon at 911 Laguna street they will receive from President Dutton of the Fireman's Fund Insurance Company and the Home Fire and Marine Insurance Company, both of which concerns have been compelled to suspend business, a detailed statement of the assets and liabilities of both corporations.

The general subject has been introduced by the report of three of the Policy-Holders' League that was appointed some days ago to look into the condition of the Fireman's Fund and the Home Fire and Marine Insurance companies and to report thereon.

AUSTRIAN PHOENIX BESIEGED.

Hundreds of Policy-Holders Call for Money in Vaia. Hundreds of holders of policies of insurance issued by the Austrian Phoenix Fire Insurance Company of Vienna went to the headquarters of the company on Post street yesterday to consult with the representatives of the company and ascertain whether the intention of the company was to refuse to make any payments in San Francisco.

STILL SUING FOR INSURANCE.

Two New Actions Are Commenced in the Superior Court. The Henry Hill Tailoring Company brought suit yesterday against the Williamsburg City Fire Insurance Company to recover the full amount on a \$2500 policy on the stock of clothing at 51 East Third street. The total loss is placed at \$25,000.

WOLF MOVES HEADQUARTERS.

Insurance Commissioner's Office Located in Union Trust Building. Insurance Commissioner Wolf moved his office to the Union Trust building yesterday. His old headquarters on Fillmore street were not large enough to accommodate his office force.

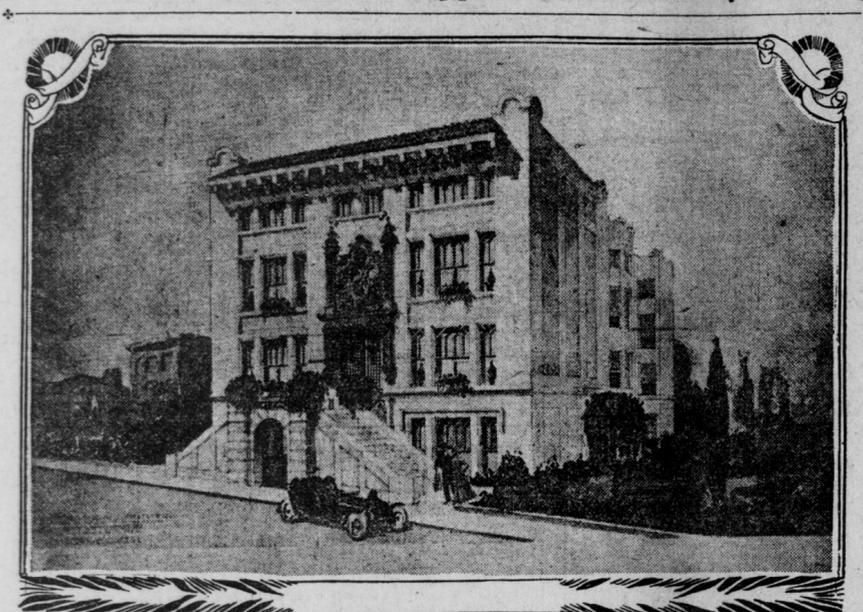
OFFERS REWARD FOR MURDERERS.

The Chinese Consul General, San Cruz Yee, notified Chief of Police Dinan yesterday that a reward of \$500 would be paid for the arrest and conviction of the persons guilty of killing Hoong Fong Sing on June 16 at Sacramento and Jackson streets. The man who was made the target of a brick thrown by young hoodlums. The Chinaman died later of a fractured skull, and Detectives McMahon and Bell, after a search, reported that his slayers could not be found.

OAKLAND AFTER WILCHERS.

Board of Works Will Cancel Policies in All Bad Companies. OAKLAND, July 25.—The Board of Public Works has ordered the canceling of every policy carried on public buildings in "welfare" fire insurance companies. Commissioner F. C. Turner today presented a resolution which directed Secretary W. B. Fawcett to communicate at once with the State Insurance Commissioner and ascertain what companies doing business in Oakland were in poor standing.

Apartment House Will Grace Nob Hill. Mrs. O. Lewis Is to Erect Well-Appointed Three-Story Building.



APARTMENT-HOUSE THAT WILL BE ERECTED BY MRS. O. LEWIS ON CALIFORNIA STREET, BETWEEN JONES AND LEAVENWORTH. THIS IS THE FIRST ENTERPRISE THAT HAS BEEN UNDERTAKEN ON NOB HILL SINCE THE FIRE. THE BUILDING WILL BE UP TO DATE IN EVERY PARTICULAR.

MRS. O. LEWIS, who formerly owned the three-story and basement building on the north line of California street, between Jones and Leavenworth, occupied as flats, has had plans prepared for a new building to be erected on the same site, which will be a valuable improvement to the Nob Hill neighborhood.

The whole building, which is to be constructed on the lines of the very latest Eastern apartments, will contain every modern convenience. It will be a three-story and basement frame structure with stucco finish, the design to be Spanish Renaissance.

Mrs. Lewis is the first to give orders for improving any of the property on Nob Hill. The architect who prepared the plans for Mrs. Lewis is Kenneth McDonald Jr., and the building when completed will be managed by Mrs. Lewis' agents, Messrs. Baldwin & Howell.

constructed in San Francisco, and, as the cut shows, is to be very attractive. The structure will contain twelve apartments, eight of which will consist of four rooms and bath, and four of which will contain seven rooms and bath. The basement, which will be lighted and perfectly ventilated, contains the servants' quarters and storerooms.

The friendly suit brought by Attorney E. W. McGraw against the Milwaukee Mechanics' Fire Insurance Company to compel it to divide its reserve fund of \$200,000 among the San Francisco policy-holders turns out to be a wolf in sheep's clothing, according to Sydney Van Wyck and others of the assured, who are trying to collect money for their losses.

This suit was brought to prevent creditors of the Milwaukee Mechanics' from attaching the reserve fund of \$200,000 in Wisconsin. Such a suit was supposed to be a protective action for the policy-holders. The assured, according to their statements, did not dream they would be compelled to appear in Wisconsin to swear to their claims.

"Now," says Attorney Van Wyck, "according to the safety fund law the Milwaukee Mechanics' has the right to lay aside a part of its assets to cover its liabilities in San Francisco. The company has set aside \$100,000 for this purpose. By doing this it will not have enough money left to settle its San Francisco losses. By a stipulation in this suit the assured San Francisco policy-holders appear in Milwaukee to prove up their claims."

At the meeting of the policy-holders this afternoon Van Wyck will advocate sending a protest to the Wisconsin court, and the policy-holders will be relieved from appearing personally or by counsel before the Master of Chancery at Milwaukee.

ALLEGES DENICKE LINDA LANG GOES OBEYED ORDER. BACK TO HUSBY. SEE BOOMERANG IN FRIENDLY SUIT.

Lawyer for Man Charged With Murder Argues for Client's Dismissal. Ernest H. Denicke claims that his shooting down of an unknown stranger on the waterfront during the big fire was justified by reason of the proclamation of Mayor Schmitz. On the ground that the order of the Mayor was to protect San Francisco from looting and disorder even by shooting to kill former Governor Budd declared in his argument before Judge Lawlor yesterday that the shooting was not murder but merely the act of an officer in the discharge of his duty.

It was on a motion to dismiss the information that the attorney was vitiating his argument. The case was discussed by the counsel for defense during the entire forenoon session and continued until Monday morning, when Assistant District Attorney John O'Gara will reply.

Budd made two technical objections. He declared that there was no deposition, as required by law, that the complaint should have been in the form of question and answer, and further that the complaint was not laid before the Judge as a magistrate but before the Superior Court as a whole. It was further contended that no crime had been committed, as the defendant was acting in the performance of his duties.

"The best thing for you folks to do," said Judge Graham, "is to run along home. Mr. Laing, you had better stay in San Francisco. You are making good wages. I am glad to see that you don't want a divorce."

Because hubby played discord instead of music when his wife was about to sing in public, because, also, he showed a preference for other women and fast society, Mrs. Alyse L. Bassett asked for and obtained a divorce from the former leader of the Louvre orchestra before the Judge yesterday.

"Most men will advise you to tell your troubles to the policeman," suggested Judge Graham.

Mrs. Bassett also related a conversation she had had with her husband yesterday night with a friend, in which Bassett confessed his relations with other women. The divorce was granted.

Divorce suits were filed yesterday as follows: Carmen Schwarz vs. A. G. Schwartz, husband convicted of a felony; Nathalie Sahut vs. Henry Sahut, intemperance and failure to provide.

Cooper & Co., the stationers, 43 years on Market street, now 147, will move to Ellis. Full line blank books & stationery.

MEKINLEY COMING HOME TO RECEIVE HIS SENTENCE. Convicted Oregon Land Grabber Now on Way to San Francisco From China.

PORTLAND, July 25.—Horace G. McKinley, one of the arch-conspirators in the land frauds in this State, according to the Oregonian, is now on his way to San Francisco from China and will arrive at the bay city within two weeks. Since his conviction last year in the United States District Court of Oregon, along with S. A. Puter, D. W. Tarpley, Frank H. Walgamott and Mrs. Emma L. Watson, McKinley has traveled over a considerable portion of the United States and China. It is expected that he will come north and submit to a sentence at once on his arrival at San Francisco.

San Francisco the Imperturbable. A folder giving story of recovery of San Francisco. Large map of burned district, airship pictures, panoramic views, 200x2 inches, show whole water front and unburned section, also the start of the fire. Will send any number, any address, on receipt of 2 cents a copy. Address or call Department H. General Passenger, Southern Pacific, Ferry Building, San Francisco.

Paris, July 25.—Miss Mary Crimmins of Los Angeles and Sam H. Weston of Berkeley registered at The Call-Herald bureau today.

Policy-Holders to Confer. A meeting of policy-holders of the German Insurance Company of Fremont will be held this afternoon at 2 o'clock in Judge Troutt's courtroom in the synagogue at Webster and California streets to discuss ways and means to secure better treatment.

The policy-holders of the Rhine and Moselle Company will meet at 1 o'clock today at 2323 California street.

All blushes and smiles, Linda Laing, a pretty blonde, admitted to Presiding Judge Graham yesterday morning that she did not want a divorce from her husband. She knew that he wanted to leave for the East and concluded that the best possible way of holding him to the Pacific Coast was by bringing a divorce suit. She really did not want to lose William, so she said, and with Judge Graham as the conciliator, the pair kissed and made up and left the Temple Sherith Israel in the best of spirits.

Linda commenced her suit last week, alleging that her husband was cruel and unkind and made up and left the Temple Sherith Israel in the best of spirits. Linda commenced her suit last week, alleging that her husband was cruel and unkind and made up and left the Temple Sherith Israel in the best of spirits.

As is usual, the court wanted to know if there was a chance that the pair might settle their differences, and when Laing and his wife came forward, hand in hand, there was no question but that they could do so.

"My husband is a carpenter who gets \$7 a day," said Mrs. Laing. "He wanted to move East on some business proposition that was made to him. I said all right, if he would take mamma. He said no, and that we would go alone. I consulted a lawyer and thought the best way was to commence a suit for divorce."

"The best thing for you folks to do," said Judge Graham, "is to run along home. Mr. Laing, you had better stay in San Francisco. You are making good wages. I am glad to see that you don't want a divorce."

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FREIGHT HANDLERS' STRIKE ENDED. Men Will Get a Raise in Wages, but Switchmen May Walk Out PRESENT DEMANDS.

The strike of the Southern Pacific Company's freight handlers ended yesterday afternoon when their employers granted the men the raise in wages they demanded. This will probably solve the freight congestion difficulty immediately. It is expected that things will move as before in the local and Oakland yards of the company, and that merchants will now receive their freight without delay.

Hardly had the news of the settlement of the freight handlers' strike become known than the switchmen employed in the Oakland yards announced that they would quit their work for sixty days unless their wages are increased. The demands have been sent to the officials of the company and are being considered.

The raise is to date from August 1, and the men have returned to work. Those who walked out on Tuesday evening formed a committee, composed of Henry Marks, W. Cameron and Robert Quincy, who arranged a settlement with the company.

The freight handlers both at Kirkham street and at the Peralta street platforms have agreed to the company's schedule which grants overtime at the rate of half an hour for sixteen minutes to half an hour and an hour's pay for thirty minutes to an hour of work.

The new rate applies to freight handlers throughout the city. Work was resumed throughout the yards as soon as the company's decision had been given to the men.

This action relieved a situation which, in view of the heavy freight blockade might have still further seriously interfered with the clearing of the yards now so blocked with the loaded freight cars.

Steps toward helping to relieve the freight congestion were taken yesterday at a special meeting of the Oakland Chamber of Commerce transportation committee. The Southern Pacific Company advised the committee that much of the trouble was due to the fact that the company's employees were unwilling to take their freight promptly.

The company asserts its ability to place from 200 to 225 cars a day on its Kirkham-street tracks in such position that they can be discharged. From sixty-five to eighty-five cars containing miscellaneous consignments can also be handled daily, the company claims. Secretary Edwin Stearns will procure a list of the leading consignees of Oakland, Berkeley and Alameda and send a letter requesting expeditious removal of freight. The Southern Pacific Company will be urged to have all freight consigned to Oakland cut out at Ogden or Sacramento and sent direct to Oakland.

The switchmen presented the following schedule of wages: Night foremen, from 33 cents to 44 cents an hour; night helpers, from 31 cents to 35 cents an hour; day foremen, from 31 cents to 38 cents an hour; day helpers, from 28 cents to 32 cents an hour.

The switchmen, under their brotherhood rules, give sixty days' notice on their request before taking final action. The congestion in the Southern Pacific freight yards in San Francisco and Oakland is felt at San Bruno. A long string of boxcars has been sidetracked on the spur tracks near the old Tanforan track. Indications are that the railroad officials intend to utilize the spur tracks for freight accommodations until the rush orders have been received from the San Francisco yards.

The spur connecting the loop to South San Francisco is being repaired. A large gang of section hands is engaged in replacing the old ties in the track with new spruce timbers.

The race-track sliding numbers close to seventy-five boxcars of the large type. Little is known of the plans of the company and the length of time that the cars will be kept here will largely depend upon conditions at the shipping center.

SANTA FE HANDS WALK OUT. Freight Handlers Demand an Increase in Wages.

The freight handlers at the Santa Fe freight yards, Spear and Harrison streets, walked out yesterday to get an increase in wages. They are being paid 22 1/2 cents an hour and want what the Southern Pacific freight handlers are getting on this side of the bay, 25 cents an hour.

HOODLUMS ATTACK PEACE DELEGATES MAN AND WOMAN. Police Pursue Miscreants Who Fire Upon Them and Vanish in Ruins

After being set upon by a gang of hoodlums in the ruins of what was once the Italian quarter late Tuesday night, a Mexican woman was seriously injured and her man companion saved himself from a beating by running away. Sergeant Brophy and Patrolman J. E. Welch of the Police Department heard the woman's screams and gave chase to the miscreants. One of the seven of the gang turned and fired four shots at the policemen before disappearing in the ruins.

The assault occurred late at night at Stockton and Union streets. The Mexicans, whose name could not be learned, were picking their way through the disordered streets that are shrouded in darkness. Suddenly they brought four men, seven thugs emerged. Two of them grabbed the woman and another ordered the man to throw up his hands.

Instead of complying with the demand, the man ran and was chased by three of the men. The other four then dragged the woman toward a cellarway, where their screams attracted the attention of Sergeant Brophy and Patrolman Welch.

The policemen ran up and the four thugs, who had been joined by the woman's man, threw up their hands. Brophy's command to halt brought four shots in reply, and the party separated and was lost in the ruins. In the meantime the woman and her companion disappeared. It is believed that the woman was struck in the foot by a pistol bullet, as the man was seen to assist her to walk. Spots of blood also were found on the street.

Paul Eiler & Co. Are open formally during the completion of their building on Van Ness avenue, corner of Bush street. They have recently Keeler's San Francisco through Earthquake and Fire.

CINCINNATI, July 25.—H. C. Holmes, a merchant of Adams County, today, while opening fire upon Policeman Rossiter. The officer returned the fire, killing Holmes.

Commercial Union Assurance Company, Limited Commercial Union Fire Insurance Company of New York Palatine Fire Insurance Company, Limited Alliance Assurance Company, Limited Norwich Union Fire Insurance Society Indemnity Fire Insurance Company of New York

At the request of the above named companies and as requested by the San Francisco earthquake conflagration losses. Before the coming to California of the representatives of the companies, the latter had been advised both by the counsel in England and here that, under and by virtue of the terms of their contracts with their policy-holders, they were not liable for any losses occasioned by or through, or of which the cause was either directly or indirectly the earthquake. The directors are also of the opinion that in the administration of the funds of the companies they are under the obligation to so handle their assets as to protect the claims of policy-holders in other jurisdictions against such a wastage thereof as would, in the event of great fires elsewhere, impair the protection which such supply would have afforded.

The principal question which the companies are at this time called upon to decide is whether or not having contracted for exemption for losses occasioned by or through or indirectly by earthquakes, they are, under the circumstances, liable. They have been advised that under the decisions of the American courts the meaning and legal effect of these policy exemptions have been clearly settled, and that, in the light of these authorities, the companies will be held liable for such losses as are not within the protection of their policies—that they were occasioned by or through, or indirectly by, the earthquake.

The fact that there was extended earthquake damage resulting from the shock independently of the fire that followed can be easily established and that the fires which destroyed the principal portion of the city were caused not so much by the earthquake as by the earthquake is also susceptible of proof. That the earthquake cut off the water supply of the city is a conceded fact, and that the conflagration which destroyed the city was the result of the spreading of fires which but for the earthquake would have been controlled and extinguished can certainly be established. If there might otherwise be doubt upon this point the repeated declarations of the daily papers, editorial and otherwise, that the earthquake was the primary cause of the conflagration and resulting losses was the earthquake would seem not to be an arguable proposition. And their examination, since the earthquake, of the daily papers, editorial and otherwise, has convinced the following has more than confirmed the understanding of the companies' representatives that if there had been no earthquake there would have been no conflagration and that San Francisco would not have been destroyed. It is the opinion of these gentlemen and their counsel, and it is their belief, that it would be to disregard the contemporaneous public utterances of representative officials and of the press of this city, and to say that that which has been proved to have occurred should be held to have occurred otherwise than as it actually did occur, the only answer to the contention that the conflagration which destroyed San Francisco was caused either directly or indirectly by the earthquake and therefore that the companies are not liable directly or indirectly by the earthquake is generally understood that if there had been no earthquake the city would not have been destroyed, yet the conditions here are such that San Francisco juries to whom the question will be submitted will, with the approval of the courts, be clearly advised that the companies and their counsel will continue to believe that what is generally understood to be the truth can be proven. If the companies are not uniformly of one opinion, and if their counsel, who are not to be prejudiced, will, with other available proof, make evident that which is so well known as to amount to an historical truth. So much for the general situation.

Coming now to the course which the companies will pursue in relation to individual losses, their intention may be broadly stated as follows: It is the desire of the companies to make good the actual loss suffered in every case, and to specifically name the particular cases falling within this class, and we will say that it is our understanding that there are such losses and as to the amount of the loss as contradistinguished from earthquake damage, unaccompanied by fire. Upon the other hand, there are numerous cases in which the companies will not be held liable for losses occasioned by fire, and as to these and their contents the companies being clearly not responsible, liability will be disclaimed.

In those cases in which the evidence in the possession of the companies' counsel shows conclusively that the fire which destroyed the property was the direct and immediate result of the earthquake shock, and as to all such cases the companies will decline to recognize liability. Again, in other cases the fire by which the property was destroyed occurred in a locality which was back to an earlier fire, which latter can be shown to have been caused directly by the earthquake, and for losses of this kind the companies will not recognize liability. In such cases the companies will not be held liable for losses which are within the express exception of the policies. To what we have already said we think it proper to add that notwithstanding the statements of some of the companies' counsel, and notwithstanding the fact that the companies are not uniformly of one opinion, and that the only possible question in any case will be as to whether or not the loss for which liability is claimed was caused either directly or indirectly by the earthquake shock. The companies have, independently of the advice of the undersigned, the opinion of leading counsel in this country and in England to the effect that in every case where the actual cause of the loss was the earthquake, the loss can be traced back to the earthquake as the original cause of the loss.

In addition to the several classes of cases to which we have already referred, the visiting representatives of the companies find that there are localities which were burned in which the primary fire was not caused by the earthquake, but in which it is probable that if the water supply of the city had not been cut off by the earthquake, the primary fire could, or would have spread, even if there had been water, is a question as to which there may be honest differences of opinion, and as to losses in such localities it will be the endeavor of the companies to reach adjustments upon some equitable basis which may be mutually satisfactory.

There is also a portion of the city in which there was available water but in which, owing to the demands upon the fire department at other points, fires which were caused by the earthquake extended into a district-detracting conflagration. As to losses which were occasioned by such spread fires, it is the understanding of the companies that they are not liable for such losses. It is the understanding of the companies that they are not liable for losses which were occasioned by the earthquake, but for the earthquake, and therefore, under section 2623 of the Civil Code, the companies cannot be held responsible therefor. With these losses, however, as to the territorial extent to which, under normal conditions, the primary fire would have extended, and as to all such losses it is the desire of the companies to give every assured the benefit of the doubt and to reach satisfactory adjustments in every case possible.

In those cases in which the companies cannot reach settlements as to the lines already suggested, they will permit the courts to say what their liability is. It is the understanding of the companies that they are not liable for losses which are within the express exception of the policies, and that the only possible question in any case will be as to whether or not the loss for which liability is claimed was caused either directly or indirectly by the earthquake shock. The companies have, independently of the advice of the undersigned, the opinion of leading counsel in this country and in England to the effect that in every case where the actual cause of the loss was the earthquake, the loss can be traced back to the earthquake as the original cause of the loss.

In each case in which six or more companies are interested in the loss of the property, the proof of loss has been dealt with by the general committees appointed for that purpose and the companies have finished investigations which they are making independently of the committees. In taking up claims for adjustment appointments will be made with claimants and notices will be given by mail fixing the time and place at which claimants can meet the companies' adjusters.

It will doubtless happen in many cases that claimants are represented by counsel. The representatives of the companies having in hand the adjustment of claims will in all cases meet the claimant personally, but will not take up adjustments with claimants' counsel. Claimants acting through attorneys are referred by the companies to the undersigned, who will deal with all such cases.

W. N. NESS & DENMAN. Bryce, William J. Bryan and Prince Hilkoff were among the distinguished guests.

Mr. Bryan made the hit of the occasion with a brilliant piece of oratory, describing the glories of peace, and the horrors of war, and that it is better than death on the battlefield. Prolonged applause greeted Bryan's oratorical effort.

The delegates and their ladies visited Windsor Castle during the afternoon. They were received by the officers and conducted through the royal apartments and gardens by special invitation of King Edward. Tea was served in the conservatory.

LINEHAN EXONERATED BY A CORONER'S JURY. Coroner Walsh yesterday held an inquest into the death of Henry Choux, which died from effects of a blow received in a saloon room at Twenty-sixth and Bryant streets. The jury returned a verdict that it was impossible to determine whether Choux's death was caused by the blow from a club wielded by J. J. Conroy, or from the fall of Choux from the roof. The jury also found that Linehan was justified in defending his life and property and exonerated him from all blame in the matter.

Choux had been refused a drink in Linehan's place and afterward led an assault by his friends on Linehan and his bartender.

CHINESE GAMBLER FINED.—An Jim, keeper of the fantan resort on Brannan place, was fined \$100 by Police Captain Duke, who held eight players, and \$50 yesterday by Judge Shortall. The players were released because of lack of evidence.

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G. W. COLBY, Gen. Agent, Nave Ferry Building, San Francisco. Oakland Office, 952 Broadway.

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In those cases in which the evidence in the possession of the companies' counsel shows conclusively that the fire which destroyed the property was the direct and immediate result of the earthquake shock, and as to all such cases the companies will decline to recognize liability. Again, in other cases the fire by which the property was destroyed occurred in a locality which was back to an earlier fire, which latter can be shown to have been caused directly by the earthquake, and for losses of this kind the companies will not recognize liability. In such cases the companies will not be held liable for losses which are within the express exception of the policies. To what we have already said we think it proper to add that notwithstanding the statements of some of the companies' counsel, and notwithstanding the fact that the companies are not uniformly of one opinion, and that the only possible question in any case will be as to whether or not the loss for which liability is claimed was caused either directly or indirectly by the earthquake shock. The companies have, independently of the advice of the undersigned, the opinion of leading counsel in this country and in England to the effect that in every case where the actual cause of the loss was the earthquake, the loss can be traced back to the earthquake as the original cause of the loss.

In addition to the several classes of cases to which we have already referred, the visiting representatives of the companies find that there are localities which were burned in which the primary fire was not caused by the earthquake, but in which it is probable that if the water supply of the city had not been cut off by the earthquake, the primary fire could, or would have spread, even if there had been water, is a question as to which there may be honest differences of opinion, and as to losses in such localities it will be the endeavor of the companies to reach adjustments upon some equitable basis which may be mutually satisfactory.

There is also a portion of the city in which there was available water but in which, owing to the demands upon the fire department at other points, fires which were caused by the earthquake extended into a district-detracting conflagration. As to losses which were occasioned by such spread fires, it is the understanding of the companies that they are not liable for such losses. It is the understanding of the companies that they are not liable for losses which were occasioned by the earthquake, but for the earthquake, and therefore, under section 2623 of the Civil Code, the companies cannot be held responsible therefor. With these losses, however, as to the territorial extent to which, under normal conditions, the primary fire would have extended, and as to all such losses it is the desire of the companies to give every assured the benefit of the doubt and to reach satisfactory adjustments in every case possible.

In those cases in which the companies cannot reach settlements as to the lines already suggested, they will permit the courts to say what their liability is. It is the understanding of the companies that they are not liable for losses which are within the express exception of the policies, and that the only possible question in any case will be as to whether or not the loss for which liability is claimed was caused either directly or indirectly by the earthquake shock. The companies have, independently of the advice of the undersigned, the opinion of leading counsel in this country and in England to the effect that in every case where the actual cause of the loss was the earthquake, the loss can be traced back to the earthquake as the original cause of the loss.

In each case in which six or more companies are interested in the loss of the property, the proof of loss has been dealt with by the general committees appointed for that purpose and the companies have finished investigations which they are making independently of the committees. In taking up claims for adjustment appointments will be made with claimants and notices will be given by mail fixing the time and place at which claimants can meet the companies' adjusters.

It will doubtless happen in many cases that claimants are represented by counsel. The representatives of the companies having in hand the adjustment of claims will in all cases meet the claimant personally, but will not take up adjustments with claimants' counsel. Claimants acting through attorneys are referred by the companies to the undersigned, who will deal with all such cases.

W. N. NESS & DENMAN. Bryce, William J. Bryan and Prince Hilkoff were among the distinguished guests.

Mr. Bryan made the hit of the occasion with a brilliant piece of oratory, describing the glories of peace, and the horrors of war, and that it is better than death on the battlefield. Prolonged applause greeted Bryan's oratorical effort.

The delegates and their ladies visited Windsor Castle during the afternoon. They were received by the officers and conducted through the royal apartments and gardens by special invitation of King Edward. Tea was served in the conservatory.

LINEHAN EXONERATED BY A CORONER'S JURY. Coroner Walsh yesterday held an inquest into the death of Henry Choux, which died from effects of a