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The President and the Officers. With some little concern for his popularity with the "Old Guard," we hear, and very audibly, that President Roosevelt is not altogether meeting the wishes of politicians who daily through the audience chamber with lists in their pockets and demands on their tongues not wholly dissociated with desired appointments for their constituents.

It is indeed passing strange that Irishmen should be expected to rally to the support of an absentee landlord, who spends the princely income derived from some source on a costly estate and racing stable in England, and, as Mr. Grout truly observes, the election returns probably may show that absenteeism is no more popular with them here than it would be were they back on the old soil.

The Government of the Philippines. The "Chicago Chronicle" justly observes that the clash between General Chaffee and the Supreme Court of the Philippines is in no proper sense a question of whether the military or civil authority is supreme in the islands, but is merely a branch of the War Department. Essentially this is true. The Taft Government is civil in form, but it is answerable directly to the War Department, exactly as General Chaffee is. It is noteworthy, moreover, that when the question of authority arose, both parties at once appealed to the Secretary of War.

From the first it has been understood that the military commander was to give all necessary support to the "civil" authorities. In fact, the government in certain provinces has been handed back absolutely to General Chaffee. Personally, Governor Taft is a civilian, but that does not change the fact of his complete subordination to the War Department. If this Department chooses to act in part through civilians, that makes the action none the less an exercise of military authority. It is a strange situation from an American point of view.

There is no disposition anywhere at this time to carp at the Administration or to say that it is making its work difficult. But when a policy is adopted that is utterly at variance from anything ever before known in the history of our Government, it fairly is open to criticism, and the people are entitled to know why such a departure has been taken. Everybody knows that conditions in the Philippines have been much disturbed, and that it has not been feasible to establish civil government everywhere throughout the archipelago. But where there has been a pretense of setting up such government, it should be civil in form, and not merely in name. If the government really is civil, then wherever it exists it must be paramount to the military. But we find that it is not, or at least that the paramountcy is not recognized by the general commanding the army.

We therefore have in the Philippines a double anomaly: First, government entirely outside of the Constitution; and secondly, a civil government, the precise nature and powers of which nobody seems to know. When a clash takes place between the commander of the military and the head of the civil branch of the government, they are told to harmonize their differences as best they can. Five years ago, or even three, such a condition would have been deemed impossible under the American flag, and it is doubtful if modern history furnishes a parallel. For this there is yet to be offered the first satisfactory explanation or excuse.

last week, Mr. Grout, fusion candidate for comptroller, made a bold assault upon the Tammany chief, just as Judge Jonathan Fair of the gamblers' syndicate, and his nominee for district attorney on the same evening. In part Mr. Grout said: "I have been writing in this campaign for somebody to rein in the old, old county flog at Oakes so often, which angers him so much. When the people do not ask that question, they know where he gets it. They know he gets it from the citizens of New York, and what they want to know now is, 'How can we stop you from getting it?'"

Schley's Vindication. In the Court of Enquiry yesterday Lieutenant Commander Sears, who was Commodore Schley's flag lieutenant during the West Indian campaign, detailed the story of the naval battle and the circumstances and events antecedent to it. In every particular he corroborated the evidence of Captain Cook, even on the day preceding, and hence his testimony does not require review at this time. Mr. Sears was sharply cross-examined by the judge advocate, but his clear recollection of the movements of the fleet and of the battle incidents was unshaken. It was this officer who, after the end of the engagement, carried Commodore Schley's report to the Navy Department to the cable station to be filed, and was met by Lieutenant Commander Stanton, of Admiral Sampson's staff, who ordered its suppression. That report was offered in evidence, but not admitted, on the ground that it had not been forwarded to the secretary of the navy, and it did not seem to have become an official document. Mr. Rayner reserved argument on that point for a future occasion. There is little doubt that in another connection the report will get on the record. It will be proved, as a necessary incident to the enquiry into Admiral Schley's conduct during the battle off Santiago, that he was acting throughout it as commander-in-chief of the American fleet. Having so acted, and having received the surrender of Admiral Goyens, it was his right to report the action.

Sampson's assumption that, although he had left the vicinity and did not return to it for an hour and a quarter after the last Spanish vessel had submitted, he was in command during the battle, may have satisfied the Navigation Bureau and the judge advocate's office that he ought to have the prize money fairly earned by Commodore Schley, but it will hardly convince the Court that a man who wins a great national victory is not entitled to report it to the Government.

It is rather entertaining than otherwise to note that the prosecutors of Admiral Schley are showing some slight disposition to hedge. Captain Lemly is quoted as declaring that he did not know of any trial of the case. It is curious that his relations with the applicant had always been cordial, but that since he could not escape the assignment, his plain duty was to lay all the evidence before the Court. If the captain had been so ready to report as he is now, the foregoing expression the public will suspect that he ought to read a work entitled "Colloquies With Your Grandmother." His duty as judge advocate of a Court of Enquiry did not require him to assume the part of an adverse prosecutor in a criminal trial, did not compel him to use every artifice known to the police court bar to make appearances bad for the officer whose conduct was under investigation, and did not justify him in seeking every right that Admiral Schley had to fair and impartial trial to the Navigation Bureau's determination to make it appear that Sampson and not Schley won the battle of Santiago. If Captain Lemly made the statement attributed to him, he is not doing anything much weaker in the last three weeks.

The Stone case is rapidly getting into a complicated and intricate condition. The civil branch of the government, they are told to harmonize their differences as best they can. Five years ago, or even three, such a condition would have been deemed impossible under the American flag, and it is doubtful if modern history furnishes a parallel. For this there is yet to be offered the first satisfactory explanation or excuse.

Many times before has new territory been brought under American jurisdiction, but never until these islands were acquired from Spain by any such complicated process. The confusion has resulted solely from the attempt to establish arbitrary, extra-constitutional power. Conditions were created for which there were no American precedents, and a policy has been adopted which requires daily and hourly violations of recognized American principles.

The Holmeau Case. At last the Court of Appeals of New York has handed down the long-expected decision in the Holmeau case, and, as anticipated, the prisoner is granted a new trial. The decision is very long, and apparently exhaustive, but we have not at this time had an opportunity of examining it closely. It appears, however, that the new trial is granted by reason of the erroneous admission of testimony against the prisoner. As is well known, this consisted largely of circumstantial evidence, the testimony of handwriting experts figuring to a very important part.

Without at this time scanning closely the fine points of the case, which is a justly celebrated one, the opinion may safely be expressed that the reversal of the judgment will give very general satisfaction throughout the country. There is a widespread feeling that, whether guilty or innocent, Molmeux was shamefully treated by the prosecution, and that testimony of handwriting experts is of too dubious a character to be allowed much weight against a man on trial for his life.

Mr. Shepard will still be all, personally, and that his friends have believed him for two or three decades. When he looks in his shaving glass of a morning he may be frank enough to describe himself as he is, but neither he nor his personal followers dare to suggest that he is not in wretchedly bad company, the influence of which, were he elected, would be quite sufficient to wreck any chance that his administration would be an economical or moral improvement upon that of Van Wyck.

This time the honest voters of Greater New York are not fighting rumors or generalities. They are consciously fighting a system of collusion between those who control the city government and organized vice and crime. The latter thrives and the former receive a king's ransom in the shape of blackmail. No one is able to say authoritatively exactly who gets the money. Legal proof on that score is still lacking, but that a syndicate composed of a very few individuals reaps the lion's share of the foul harvest is nowhere doubted.

circumstantial evidence against him is unsatisfactory in a marked degree unless it is well supported by that which is direct and positive. It seems, though, that all of these considerations counted for less with the court than did the admission of certain hearsay testimony which bore heavily against Molmeux. How much it may have influenced the jury, of course we do not know. But whether it was much or little, there is no doubt that the reversal will be approved by the most of those who followed the case at the trial with any care.

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A masked robber on a bicycle recently held up a stage coach and a white chaff. New South Wales, and carried off the mails and a parcel of opals worth \$7,000. This is explained by the fact of White chaff being the most important opal field in the world. More than 2,000 men there earn a hard day's wages by digging these beautiful stones out of the sun-baked clay. No sort of mining is more laborious or more purely speculative. The digger toils from morning till night for six months or a year, perhaps, in the heart-breaking desert, without finding a trace of opal and then suddenly he sees something glittering and he may come on lumps, or rather layers, of opal. Recently a capitalist in a few minutes had slaved and starved for nearly twelve months without earning a penny, but an abandoned claim alongside. In half an hour he had a fortune worth \$100,000, and he got \$5,000 and which was probably worth double that amount.

Dervock House, County Antrim, the ancestral home of the McKintley family in Ireland before their emigration to America, is a fine specimen of an old stone mansion. It is a good, substantial stone mansion, an old stone mansion by the hall door the initials of the McKintley of a century and a half ago are thus inscribed: "W. McK., 1757." In the insurrection of 1798 arms and ammunition were found by the military in Dervock House, and the late President, James McKintley, was arrested, brought to Co. Down, where he was tried and sentenced to death. He was shot in the market place of Coleraine in the year 1800. The house, which was there in a headstone—still in good preservation—over his grave.

John Kniff, a former collector of customs at St. Ives, England, erected a museum on the hill overlooking the town. He bequeathed money for a curious collection of the most curious and grotesque by the borough magistrates and police, recently escorted to the museum ten girls under ten years, two old women to attend them, and a fiddler. The strains of the violin the children danced to, and the old women around the monument, and for so doing they each received 10 shillings, the fiddler and the woman getting a sovereign each. The bequest also included 25 to a man to be a fiddler, and a young boy, the son of children above the age of ten years, for the best knifer of fishing nets, and a similar amount for the best curer and packer of fish. In the evening the trustees dined together.

Many complaints are continually made in Austria about the practice of the German postoffice in boycotting letters addressed to a particular street, or to a particular house, or to a particular person, or to a particular place. The practice is said to be very common, and is said to be very objectionable. It is said to be very common, and is said to be very objectionable. It is said to be very common, and is said to be very objectionable.

Although in London the drunken, brutal husband is usually punished by being brought before a magistrate, in the north of England there is a more summary way of dealing with him. This method is known as "riding the stang," and though a very old practice, quite recently two cases of its being employed were brought before the public notice. The erling husbands were tied astride long poles and carried in this ridiculous and very uncomfortable position through the streets of their town, and followed by a jeering crowd of men, women and children. The practice is said to be very common, and is said to be very objectionable.

There are variations in the methods of doing anything much weaker in the last three weeks. The Stone case is rapidly getting into a complicated and intricate condition. The civil branch of the government, they are told to harmonize their differences as best they can. Five years ago, or even three, such a condition would have been deemed impossible under the American flag, and it is doubtful if modern history furnishes a parallel. For this there is yet to be offered the first satisfactory explanation or excuse.

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GROVER CLEVELAND HONORED. Elected a Life Member of the Princeton Trustees. PRINCETON, N. J., Oct. 15.—The annual fall meeting of the board of trustees of Princeton University was held here this afternoon. Grover Cleveland was elected to life membership on the board to fill the vacancy occasioned by the death of the Hon. Dr. George T. Purves, late pastor of the Fifth Avenue Presbyterian Church in New York. A committee composed of H. Stanford Little, of Trenton; John A. Stewart, of New York; M. Taylor Pyne, of Princeton, and H. Bayard Henry, of the city, had recommended Mr. Cleveland at his home here of his election. He proceeded immediately to the university library, where he accepted the election and took the oath of office.

The five annual trustees who were elected to the board last June by popular ballot among the graduates were also sworn in, and the term of each was determined by lot, as follows: James Laughlin, Jr., of Pittsburg, for one year; David B. Jones, of Chicago, for two years; John L. Caldwell, of New York, for three years; John D. Davis, of St. Louis, for four years; and Alexander Van Rensselaer, of Philadelphia, for five years. Hereafter one trustee will be elected by the alumni each year for a term of five years.

The annual meeting was made that the sum of \$2,500 yearly for a term of five years had been provided by an anonymous person for the maintenance and development of the classical seminary; also, John D. Davis reported to the board that the University had received a bequest of \$100,000 from Dr. John S. Layre, of Missouri, \$15,000 of which is now available. Henry G. Duffield, assistant treasurer of the university, was appointed treasurer to fill the vacancy caused by the death of C. Osborne, and J. F. Thompson, of New York, was elected curator of the grounds and buildings. This office also was held by the late Mr. Osborne. Eight assistants were added to the faculty roll.

A committee of three was selected to represent the board of trustees at Yale University, and Dean S. R. Winans and Graduate Dean A. F. West were chosen to represent the faculty. It was decided to omit the annual commemorative day exercises on October 22. In his report President Paton announced that 223 students in the undergraduate department, as compared with 1,161 last year. The increase is mostly in the scientific side. An interesting incident of the meeting was the recording of the fact that the Hon. John S. Layre, of Missouri, clerk of the board, was absent today for the second time in the forty-two years he has served in that office.

AMERICANS WHO DIE ABROAD. Auditor Timme Recommends Legislation to Provide for Estates. Ernest G. Timme, Auditor for the State Department, has made his report for the fiscal year ending June 30, 1901, in which he makes a number of important recommendations. Among other things he calls attention to the necessity for additional legislation providing for the proper settlement of estates of American citizens who die abroad. He also suggests the propriety and necessity of securing the enactment of the following provision to be inserted in the diplomatic and consular appropriation act, for the fiscal year ending June 30, 1902: "Provided, That hereafter the issuing of a new appointment and commission to any consular officer of the United States shall not affect or annul any existing bond, but the same shall remain in force and apply to such new appointment and commission."

"Should such provision become a law," he says, "I would further suggest that the same should be embodied in the bonds thereafter required of consular officers, so that such surety may have full notice of the nature and extent of his liability at the time of the execution of the bond." "The proposed legislation will make one bond sufficient in cases where consular officers are appointed during a recess of the Senate, but will not prevent the Department of State from requiring a new bond of consular officers when there are special reasons therefor. It will relieve consular officers so appointed of the trouble of procuring a new bond, and will save their time and money after they have reached their respective posts, when their permanent commissions are received, and when the accounting officers are to settle their accounts properly."

POSTAGE STAMP CERTIFICATES. Suggested Issue as a Convenient Form of Sending Money. The Postmaster General yesterday received a letter from John M. Hubbard, assistant postmaster at the Chicago post-office, suggesting the issuance of postage stamp certificates to take the place of ordinary stamps when used as currency in letters. Mr. Hubbard suggests that country purchasers on mail order and other business houses could use these certificates as a substitute for the stamps which they are accustomed to send with their small orders and which the consignees accept for their face value. The certificates could in turn be redeemed at the nearest postoffice in stamps or in cash at a small discount. The promoter of this scheme hopes by this means to give a large portion of their credit for their full amount of business, a part of which they are now robbed of, he says, because of the mail order houses using the stamps they receive through the mails from country consignees.

The plan is said to have received the endorsement of the National Association of Postmasters, and the Postmaster General said yesterday that it seemed to meet all requirements, and was not likely to meet with abuse or prejudice. At the coming session of Congress it is probable that Postmaster General Smith may embody Mr. Hubbard's suggestion in the form of a bill and ask for its favorable consideration.

THE HOPE PROPHECY. TO THE EDITOR OF THE TIMES: Mr. Chas. W. Smiley writes to The Times, saying: "In your Sunday edition is published Hope's prophecy, made 165 years ago. It is a prophecy of various kinds as given 'Occult Truths' a year ago. As I was not aware of the existence of 'Occult Truths' until now, I must stand corrected of the apparently implied charge of plagiarism from the 'Interpretation of the Prophecy' in regard to the fourth great ruler who was to occur to me until October 3, 1901. WASHINGTON, OCT. 15. HENRY H. BURR.

THE SOUTH AND PROTECTION. (From the Atlantic Monthly.) There is not now nor has there ever been any controlling protection sentiment in the South or the prospect of developing the South thousands of millions of dollars in the hands of the apparently impoverished and struggling Southern States. The trusts which are the legitimate and logical result of progress, and which are rapidly and in a very large degree, she is not going over to protectionism.

GIVEN PAY FOR LABOR DAY. By Controllor's Decision, an Employer's Claim is Upheld. Robert J. Tracewell, Comptroller of the Treasury, yesterday rendered an interesting decision in regard to pay for legal holidays to employees of the Government. The action was taken on the application of an employee of the Government for pay for Labor Day, September 2, as explained in the following communication regarding the matter sent by Mr. Tracewell to W. P. Titcomb, disbursing agent of the Fish Commission, in this city: "I have received your letter of the 1st instant as follows: 'Thomas L. Parks, employed temporarily as a carpenter at the Fish ponds, Washington, D. C., claims pay for Monday, September 2, 1901, which was Labor Day legal holiday in the District of Columbia. He served continuously from the 15th to the 31st of August, inclusive, with the exception of Sundays. The 1st of September fell on Sunday, Monday, September 2, 1901, and on Tuesday he was absent from duty on account of sickness in his family, but reported and was on duty on Wednesday. I respectfully request your decision as to whether or not he is entitled to pay for Monday, September 2, 1901.'"

Mr. Tracewell here quotes the Joint resolution, approved January 6, 1882, and says: "By the act of February 22, 1887, the same provision was made for the pay of employees on Memorial or Decoration Day, they being by that act allowed that day as a holiday.' The act of July 25, 1894, making Labor Day a legal holiday is then quoted and the Comptroller continues: "This act was construed as extending the provisions of the foregoing acts in regard to the payment of per diem employees to Labor Day. It has also been held that these statutes apply only to those employees who, while receiving per diem compensation, are permanently or continuously employed and not to such as are hired for temporary service for a few days at a time, the service of the latter class being merely incidental to their main employment elsewhere. (4 Comp. Dec., 49.)

"You speak of Mr. Parks as being 'employed temporarily' but your statement of his service indicates that both before and after Labor Day he was in the public service, and raises the presumption that had that day not been a holiday he would have been employed on that day, and on other days provided he worked on that day. It is, therefore, assumed that he was an employee of the Government, and that under ordinary circumstances, would have been entitled to pay for Labor Day, and that he was not on that day on account of his failure to report for duty on the day immediately following Labor Day, and, incidentally, on the Sunday immediately preceding it, which doubt probably arose from a recent decision of this office construing the act similarly in respect to the foregoing, but having particular reference to employees of the Government Printing Office."

"It was therein held that an act giving pay for certain holidays to employees of the Government Printing Office, which was intended to prevent them from losing pay which they might earn by the closing of the office on those days, and which was not intended to absolutely grant them pay for those days, irrespective of other conditions which might affect their liability to be employed on those days, and which was intended to prevent them from losing pay which they might earn by the closing of the office on those days, and which was not intended to absolutely grant them pay for those days, irrespective of other conditions which might affect their liability to be employed on those days, and which was intended to prevent them from losing pay which they might earn by the closing of the office on those days, and which was not intended to absolutely grant them pay for those days, irrespective of other conditions which might affect their liability to be employed on those days, and which was 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