CRASHING ON AN UNCHARTED ROCK.

THE RECENT ACCIDENT TO THE RIO JANEIRO ON THE JAPAN COAST.

A GREAT RENT IN HER SIDE.

THE STEAMER BEACHED JUST AS SHE WAS BEGINNING HER "DEATH ROLL."

Particulars of the recent accident to the steamship City of Rio Janeiro, which was beached with a hole in her hull on the coast of Japan, January 6, have been obtained from officers of the City of Peking.

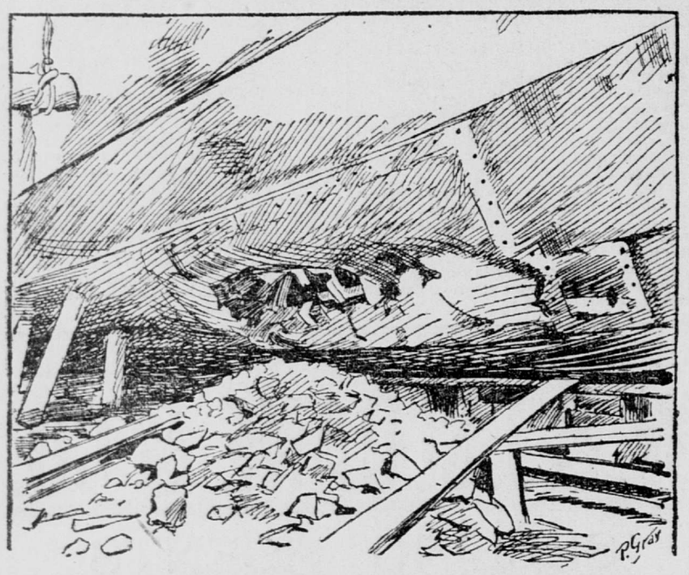
The vessel left Yokohama, bound for Nagasaki, with a full general cargo and 200 passengers, on January 4. Two days afterward she struck an unknown rock while going at a speed of thirteen knots, and drawing ten feet of water forward and twenty-two feet aft. She scraped over the reef and passed on. Only a slight shock was felt by those on board.

An examination proved that the steamer had been pierced and was leaking fast, and it was decided to beach her. Accordingly, she was headed for the coast. She was run upon a rocky shore, near Cape Bono, and Purser Freeman was sent to Nagasaki for assistance. So serious was the accident that in one minute after she struck the reef there was twelve feet of water in the hold, which in five minutes arose to twenty-one feet, and when she went on the beach she was beginning the "death roll," the last motion of a floundering ship in extremis.

An attempt was made to get at the leak, but without success, and a large part of the cargo was thrown overboard to no purpose. Fortunately the weather remained calm, or the steamer would have soon been a total loss lying in her exposed position. In a few days a tug arrived from Nagasaki with a diver, who made an examination of the ship's bottom and reported a rent in the iron plates 14 feet long by 1 to 4 feet wide. A large mattress pad was lashed over the hole and the water was pumped out. After transferring the mails and treasure to the tug the Rio Janeiro was backed off the beach. She steamed slowly down the coast fifty miles, where she was again run ashore on a bed of mud in Hakimoto Bay.

A large quantity of cement was procured and the vessel temporarily repaired for her return to Yokohama, and to Hongkong, where she was docked.

Considering the extent of her injuries it is fortunate that the accident occurred in good weather and so near the coast. Otherwise an immense loss of life among the large crew and 200 passengers would have taken place. The skill of Captain Smith and his officers in saving their disabled vessel is highly commendable, and their names are now household words along the Asiastic coast.



THE PACIFIC MAIL STEAMSHIP CITY OF RIO DE JANEIRO IN THE COSMOPOLITAN DOCK AT HONGKONG, FEBRUARY 1, 1895, SHOWING THE HOLE IN HER BOTTOM UNDER THE STARBOARD BOW.

[Drawn from a photograph made by Pun Lun.]

ITALIAN COMPOSERS' NIGHT.

Metropolitan Musical Society's Concerts for the Week.

This evening the Metropolitan Musical Society's concert will be devoted entirely to the works of Italian composers. The programme will be a popular one and will consist of music by Bellini, Donizetti, Cherubini, Verdi, Mascagni, etc.

There will be popular concerts on Tuesday, Friday, Saturday and Sunday evenings. On Thursday evening at 8:15 the third symphony concert of the series will be given, and on Wednesday afternoon at 3 o'clock a public symphony rehearsal will take place.

THE FACTS AS TO THE FAIR WILL.

THE LAWYERS ON BOTH SIDES TALK FREELY ABOUT THEIR CASE.

ITS PECULIAR CONSTRUCTION

THE WILL OUGHT TO HAVE BEEN SIGNED THIRTEEN TIMES—DIFFICULT OF PROOF.

There was once a lawyer, said to be a very good lawyer, who argued for several hours upon an important matter. Having finished, he passed out of the courtroom with his arm full of papers. A man who had listened intently to the lawyer turned to the Sheriff, standing by, and said: "Will you tell me which side of this question the learned gentleman is on?"

"I cannot," said the Sheriff, "he has not committed himself."

This story is wholly irrelevant and incompetent, having no bearing on the Fair will case except to indicate the state of mind of those who listened to the argument in Judge Slack's court yesterday morning.

The ramifications of the display overlapped and twisted in such form during the two hours' engagement that some of the driven stakes had to be withdrawn and the lines straightened out at the last to enable the lawyers themselves to discover just where they were.

Indeed the counsel for the will end of it confessed several hours afterward that they had not yet determined as to what the other side was driving at, if it was anything more than mere delay.

On the other hand the lawyers for the will are charged by the opposition with causing the delay by declining to commit themselves as to whether they want to probate a will or a copy of a will.

This much may be stated: The contest of the Fair will has not yet come out of its original condition—that of a threat.

Briefly stated, this is what took place in the courtroom. What it all means is another story. The lawyers for the will wished to file a petition under which a copy of Fair's will might be submitted for probate along with their petition for the probate of the will itself, the copy certified as being a true copy of Mr. Fair's will.

The counsel for Charles L. Fair filed a demurrer on the ground that the two things could not be coupled. This was to be argued, and George A. Knight began it by saying that they proposed, on behalf of Charles L. Fair, to contest the will—that had been determined upon—and they wanted to begin it right. They wanted to know whether they were to contest the probate of a will in regular form or a will that has been lost or stolen. The methods were entirely different. They were not making a fight on technical grounds, he said, but wanted a decision that would protect all parties. They wanted to begin right.

Garret McEnerney, representing Mr. Goodfellow, one of the executors, talked for his petition. He claimed that they had the right to present this matter, by way of precaution, in every form possible, and they intended to do so. The will had been on file, which brought it within the jurisdiction of the court and gave them the right to offer it for probate; it had been stolen, which gave them the right to offer the certified copy to prove its contents. They intended, he said, to also offer a copy of the will under the general provision which provides for the treatment of lost papers. He referred to the other side as requiring them to dance on the point of a needle in their application of technicalities.

Russell J. Wilson, for Mr. Fair, talked on the same lines as had Mr. Knight; said McEnerney's citations of law needed looking into, and they would like to present the matter in briefs to the court.

Pierson, for the will, wanted a decision at once—no more time should be given to the matter. That was the only speech he made and that was all he said about it.

Haggerty, for Fair, seeing the court hesitate, emphasized in a swift little talk the necessity of having the issue defined—a will or a will stolen. He wanted the court to say which they should meet.

The court said it would give no opinions on extraneous matters. They were dealing with this demurrer—should it be sustained or not—thus refusing to be drawn into the tangle. He decided to take the question under advisement and the lawyers might have until Monday to send him citations of authorities and he would decide it on Tuesday. After that the question of the probate of the will straight or stolen might be argued.

Then came Mr. McEnerney with a typewritten copy of the will to offer by way of filling the place of the one stolen, under the head of a mere "missing paper."

Knight cried that they had had "no notice" of this move, and a long argument followed on this question of notice. McEnerney wanted the court to say how notice should be given, but it was all technical, as was the offer itself, and was set over until after the other matter is disposed of.

Now why was all this technical skirmishing preliminary to a war already declared? McEnerney said yesterday: "We don't understand it. If they are going to contest this will why don't they go ahead and contest it. I don't take any stock in this claim they make in court of wanting to start right and all that.

"They simply wanted to save time. They have secured postponement and delay by every possible pretext. First, the sisters were coming out, and a wait must be taken until they get here; then the will is stolen and arguments and objections have been offered to every move we have made by way of overcoming that difficulty. Their methods are peculiar. They intend to bring witnesses, they say, to prove that Senator Fair was of unsound mind. Well, everybody knows that he was the clearest-headed, sanest man in the State. Then they will offer to show undue influence. By whom? Mr. Angus and Mr. Bresse? Undue influence to secure a paltry $10,000 bequest! If you were making a will to suit yourself you would scarcely take as your share a trifle like that."

Charles J. Heggerty of the counsel for Charles L. Fair explained the desire of the contestants to "start right."

"The methods for probating a lost will are so very different from probating a will that the two cannot be coupled. When a paper purporting to be a will is offered for probate the witnesses who saw the testator sign his name to it come forward and say this is the will.

"When the will is lost three things must be proved: First, that it was in existence; second, that it was executed with all the formalities required by law, and third, all of its provisions must be clearly and distinctly proved by at least two credible witnesses.

"Will they have trouble finding these two witnesses? That is something for them to answer, but the men who witnessed the will, Messrs. McGlauflin and Wittell, I am told, say they know nothing of the contents of the document. It is seldom the case that a man confides to outsiders the contents of his will. He calls them in, says 'this is my will' and asks them to witness his signature. Angus and Bresse are by the law precluded from testifying, because they are beneficiaries. Pierson, who drew the will, cannot testify, because he learned what he knows as attorney, and the law forbids him disclosing knowledge so gained without the consent of the client. His client is dead, and, again, the law says that death in such cases closes the lips of the attorney forever. If there are others who know it is difficult to imagine who they are.

"Now, while they may have evidence sufficient to prove and probate a will, they may not to prove a lost will. Therefore," continued Mr. Heggerty, "it is easy to see why they want to avoid that necessity by slipping in a certified copy, standing on the original proposition, and letting it go at that. But suppose they get it in as a certified copy of the will filed. Who is there to say that it is the copy of James G. Fair's last and true will? The will is gone—the witnesses who saw Fair sign it cannot say that this is a copy of the last will. Don't you see the trouble? The law surrounds the matter of lost wills with careful provisions, because of the opportunity it affords for fraud. Suppose we, anticipating a time when we might want to make such use of it, had a will made out to our liking, signed James G. Fair to it and the names of a couple of witnesses. Mr. Fair dies, and we carry it to the County Clerk's office and have it filed and a certified copy made of it. Then we steal the original and offer the certified copy in its place. Nothing is then required of the witnesses and there is plain sailing. The court is employed to help out our rascality, and we have fixed the estate to suit ourselves.

"To meet this easy way to override the wishes of a testator the law requires, where a will has been stolen, that not only proof of its contents must be clearly made known, but it must be proven that the document stolen really was the last will of the deceased. This is difficult, and where these things cannot be proven it follows that the deceased died intestate and the estate is portioned among his heirs.

"Some may say that all this looks as though our side was most benefited by the loss of the will, but no such conclusion should stand until it is shown that that view of it contemplates the stolen document was the last will of James G. Fair. Its loss makes it impossible for us to go into many things that convince us that it was not.

"For instance, it was drawn by Mr. Pierson, an astute lawyer, who prides himself on his correct use of the English language and upon following the exact technical provisions of law in such matters. It was written on seven single sheets of legal cap, written in different kinds of ink, and the seven sheets or half sheets—and I may say that the tearing of a legal cap sheet in two is a most unusual thing for a lawyer to do—were tied together with tape. Now, I would never believe that the lawyer who laughed at William Sharon because he wrote his name on a piece of paper with space enough above it for Sarah Althea Hill to write a marriage contract would ever prepare a will of this importance in that loose fashion. How easy it would be to prepare those single sheets to suit any individual purpose and insert them where desired. Now, the first five of those sheets had a water mark that stood out distinctly when held to the light, and on those five sheets were all the provisions of this trust that leaves the children and heirs the prey to the executors, and on the last two, upon one of which was the signature of James G. Fair, there was not one word that left the children out of it, or that militated against them in any way.

"This remarkable will concluded with this remarkable sentence, now mark it:

"'In witness whereof, I, James Graham Fair, have hereunto, and at the foot of the preceding thirteen pages, set my hand and seal this 21st day of September, 1894.

"What does it mean? Read it over carefully, remembering that a man drew that will who, as I say, prides himself upon his use of English. 'Hereunto' means 'here,' does it not? 'and at the foot of the preceding thirteen pages'—*and*, mind you, at the foot of the preceding thirteen pages. Does it not mean that he signed every one of the thirteen pages? There were seven sheets or fourteen pages in all. Fair's signature was at the foot of the thirteenth page, so there were in the document filed only twelve pages preceding. Every page contained separate and distinct clauses. These are the points that we would have called attention to had we to confront the will itself."

With regards to the ability of the executors to prove the contents of the will by those two important witnesses, Mr. McEnerney smiled when asked. "It will be perfectly easy," he said. "The provision of the law that prohibits a lawyer from testifying concerning confidences of his client does not apply here. Several attorneys examined the will after the death, and before it was stolen. They are of course competent witnesses. There will be no trouble about that."

FITZSIMMONS READY TO FIGHT.

The Australian Says He Will Meet Corbett Anywhere.

NEW YORK, March 2.—A World special from Buffalo, N. Y., says: Fitzsimmons was seen by a correspondent at the Court-street Theater, where he is showing, and asked if he would consent to fight Corbett in Guthrie, O. T. He said: "I will fight Corbett in any place on the face of the earth. I will go to Florida or Louisiana or Oklahoma or to the Fiji Islands if necessary. All I want to be assured of is fair treatment and a certainty of getting the purse if I win it."

DEATH IN FROZEN ORANGES.

A Little Child Succumbs to Florida's Damaged Fruit.

NEWCASTLE, Ind., March 2.—Carrie, a four-year-old daughter of William Williams, is dead from the effects of eating frozen oranges. In commenting upon her death an old doctor pointed out that health authorities everywhere should take strict measures to destroy the thousands of boxes of frozen oranges shipped from Florida.

Refuses to Investigate Alleged Fraud.

ST. PAUL, March 2.—By a unanimous vote to-day the House refused to investigate the distribution of the World's Fair appropriation after a warm discussion, in which it was positively stated that members were weary of charges of all sorts, unsupported by knowledge of fraud. The debate clearly showed the probable action on the proposed impeachment of Governor Clough and Bank Examiner Kenyon.

Ice Jammed at Omaha.

OMAHA, March 2.—The protracted warm weather has caused the ice in the river to melt. A Union Pacific gang is blasting the icejams. Three spans of the Burlington bridge at Columbus have been swept away. The Platte bridges on the Rock Island, Missouri Pacific and Burlington are threatened.

Thought to Have Been Lynched.

AUGUSTA, Ga., March 2.—Charlie Robertson, a negro, who murdered Miss Lawrence at Allendale, S. C., over a week ago, was caught near Savannah yesterday afternoon by a posse of citizens and taken to Allendale last night. The posse jumped off the train before it stopped, hurrying the prisoner into dense woods. It is believed the man was lynched.

Jay Gould's Property Attached.

WHITE PLAINS, N. Y., March 2.—Attachments against all the property of the late Jay Gould have been filed here by the Soldiers' Orphans' Home of St. Louis on behalf of the bondholders of the Kansas and Pacific Railroad. The amount claimed is $11,000,000.

THE PHELAN BID WAS TOO SMALL.

WASHINGTON RYER'S VALUABLE PROPERTY MAY BE SOLD OVER AGAIN.

A CONTEST IN THE COURT.

CLAUS SPRECKELS OFFERS $496,150 FOR THE LAND AND IMPROVEMENTS.

That the prospect of a competing road has already had the effect of increasing the value of real estate was shown in Judge Slack's court yesterday morning. The protest of the executors of the estate of Washington Ryer to the sale of the property on Market and Stockton streets to the Phelans for $451,000 was brought up. The executors held that the amount offered by the Phelan estate was too small, and Claus Spreckels had submitted a bid of $496,150, which the executors wanted to accept. The reason advanced was that since the sale the near approach of the valley road to a certainty had increased the value of the property, a fact which Mr. Galpin, who represented the Phelan estate, willingly admitted, and because of which he reiterated his demand that the bid of his client should be accepted.

Galpin's contention was that the price his clients offered at the time of the sale was the full value of the property, and that fact alone should be considered by the court. What its value might be now, he continued, did not concern the court, so long as the bid was sufficient for the property at the time of sale. That the property had, for any reason, increased in value in the meantime, he thought, was a circumstance which the court had no power to consider. He knew that had the property depreciated in value since the sale, instead of increased, the bid submitted by the Phelan estate would have been held and the bidders would have been made to pay. The reverse should be the case, he said, under the present opposite circumstances.

Mr. Bishop, who represents the executors, submitted that the raise of 10 per cent on the previous bid was sufficient to warrant the court in rejecting the former bid and confirming the sale of the property to Mr. Spreckels. The only question at issue, he thought, was whether or not the 10 per cent raise should include the expenses of the sale.

Judge Slack was willing to decide the matter at once, but Galpin asked that if the court should reject the sale to the Phelan estate it should at least not confirm the sale to Mr. Spreckels but should open the case again. It was accordingly decided to have the matter come up again to-morrow afternoon, when, if there are any more bids, they will be considered. This means the auction of the property in court.

A Studio Tea.

A pleasant bohemian afternoon was given at the studio of Frederic Vermorcken. Nat Landsberger, a well-known violinist of Scheel's orchestra, and the popular pianist and composer, S. G. Fleishman, contributed to the afternoon's pleasure by rendering several charming numbers. Vermorcken surprised those present by singing a number of songs in an artistic manner. He is the possessor of a sympathetic barytone voice. Those present were of the haute volee of San Francisco.