

WINTERSTEEN TRIAL.

CONCLUDED FROM PAGE 1.

F. D. DENTLER SWORN. Have lived in Bloomsburg for twenty-four years; know L. S. Wintersteen; I know his reputation, it is good.

JAMES H. MERCER SWORN. Live on Third St., Bloomsburg, am postmaster; know Wintersteen; his reputation in the community is good. Court adjourned to 9 o'clock.

FRIDAY MORNING. All the jurors took their seats at nine o'clock. Court opened at 9:15. W. H. EVER called.

My profession is civil engineer; I made a map, or drawing of the Light Street road, leading to the Armstrong quarry; I think it is accurate.

Cross-examined. Yes sir, all roads that I have marked, are open roads, roads that are traveled. The map made by Mr. Eyer is offered in evidence.

L. S. WINTERSTEEN called and sworn. Reside in Bloomsburg, on Market Street, have lived here about twelve years; have been married twelve years. I was born at Mifflinville; drove team on tow path for two years; worked for my father in blacksmith shop for three years; at about the age of 21 I entered the employ of Pardee & Co., in the supply office, I was then hired as book-keeper at the Hollywood Colliery; I was afterward promoted to Superintendent of the Colliery. I next came to Bloomsburg and entered the office of Col. Knorr and studied law, I was later admitted to the bar after which Col. Knorr and I formed a law partnership; the firm lasted till March 2, 1889, when Col. Knorr died; Col. Knorr and I were engaged in different business transactions; we purchased the Bloomsburg Iron Co.'s plant; the stock was held by us till after his death, after which 240 shares were transferred to Mildred Smith and Clifton C. Knorr. I was one of the directors of the company. Witness was asked whether or not after the death of Col. Knorr he paid any of the company's indebtedness, but this question was objected to and court sustained the objection. Yes sir, I recall the equity suit, Scarlet and Waller were the attorneys; Mr. Scarlet argued the case, Waller never opened his mouth in Court about the matter; Cliff Knorr was not errand boy in his father's office while I was there; I don't think he was in the office five days during the whole time. After the Col's death Clifton went to Lehigh College; the first business transaction I had with him was the purchasing of his stock in the First National Bank, the next business with him was the purchase of his stock in the Bloomsburg Iron Company; he wrote me several letters about it, and wanted me to meet him in Harrisburg, Danville or Sunbury; he said he didn't want to be seen in Bloomsburg; I finally did meet him, in response to a telegram from him at the Commonwealth Hotel at Harrisburg. At this meeting I purchased his stock. This telegram requesting witness to meet Knorr at Harrisburg was offered in evidence, it reads: Reading April 14th. "Will meet you Saturday at Commonwealth Hotel, Harrisburg." Another telegram was produced by witness in which Knorr wanted him to meet him or send an agent. I had also received another telegram in which Knorr stated that he would not meet me in Bloomsburg and that I should come to Danville. The deed which he claims was dated from January to June was not dated back; I was well aware of the Act of Assembly of 1893, in which the dating back of deeds is prohibited. I did not tell him to turn his grandmother out of the house. Yes, I did want to purchase Mrs. Knorr and Clifton's stock because I thought by so doing I could stop all litigation, and thereby save a lot of money; I know I could have realized a considerable money on the stock. When I met Clifton at the Commonwealth Hotel at Harrisburg, I offered him \$1200 in cash and whatever his stock might be worth. I told him I would give him a bond for \$5000 with J. J. Brower and E. B. Brower as security, he refused this however; I then gave him \$2000, the amount he wanted for his stock and the transfer was made; previously to this I had met him in Reading, when he wanted me to buy his stock for \$3500, but I would not take it at that price. At this point attorney Shields read to the jury some letters which Wintersteen had written to Clifton C. Knorr, at Reading, in which he offered to purchase his mother's, sister's and his own stock in the Irondale Company; he offered to give them each a bond in the sum of \$5000, with J. J. Brower and E. J. Brower as surety.

Previous to the above I had drawn papers in partition in this county and in Dauphin County. I can't recall when the partition proceedings began in this county, until I know when they began at Harrisburg; the partition proceedings were begun at his instance; there was nothing said about the employment, I don't think he knew who I had employed as Counsel. I was his attorney in this county; I went to Harrisburg, and secured counsel to look after the pro-

ceedings there; the paying of the fees was never mentioned. I don't recall the date of the partition proceeding, it was sometime in summer of 1894. Mr. Knorr had spoken to me about the proceedings just before they were begun. The next business with him was on January 10th, 1895, I met at New York City, in response to a telegram from him; his sister lived in New York. I registered at the St. Nicholas Hotel. Telegram sent by Knorr to Wintersteen is offered in evidence, it is not dated.

New York. L. S. WINTERSTEEN, Bloomsburg, Pa. Have succeeded, come over at once, or send me money; better come. Ans. C. C. KNORR.

In response to telegram I went to New York, the telegram referred to the stock held by Mildred Knorr in Irondale; when I arrived there he said he had succeeded in getting the stock, I told him it was no good to me unless it was signed by Mrs. Smith; so I drew the transfer on the back and gave it to him telling him to get Mrs. Smith's signature on it, he went and got the signature, this was on the 10th of January 1895. I had some meetings with in '95, and '96; the next meeting was in July 1895; I had with me the papers in the arbitration between Mrs. Knorr and I. Letter dated Nov. 17, 1894 offered in evidence; the letter was written from Reading; he said in the letter that he was leading a hell of a life in Reading, all on account of a G—d—woman; and that he would write a letter to his mother the next day, and that he thought it would all end well. In response to the letter I went to Reading and met him at 716 Cherry Street. I asked him to leave Reading, because I wanted him to leave that place. Witness identifies another letter from Knorr. On July 8th, 1895; in this letter he wanted to meet me; I had written him a letter previous to this asking him what time would be convenient for him to meet me. I wanted to have a talk with him regarding the arbitration; I received several other letters from Knorr, and I went to Reading only when he requested me to come. (Letters all offered in evidence.) There were some letters that he wrote to me which I did not keep. I did not save all of them; on more than one occasion he wrote to me saying that he was in trouble and did not dare leave town, and that I should come to Reading to see him. In Sept. '95, I met him on Market Street Bloomsburg; he inquired for Mr. Waller, asked me if I had seen Mr. Waller. I told him I hadn't seen him for a few days, he cursed Waller and said if he could get hold of him he would make short work of him; I saw Knorr again on December 27, 1895, at my house, he was at my house four or five times while he was home on this occasion. I next saw him in June 1896 at my office; he said he was a witness for a Mr. Wingert who was engaged in some legal question, the next I saw him was on July 27th, '96, at Reading, on this date four of us took a trip over the Neversink Railroad, tickets for the trip was given to me by Mr. Wingert, my business at Reading on this occasion was with Mr. Wingert who had purchased some property owned by C. C. Knorr in Bloomsburg. Mr. Wingert had bought the property from the Sheriff of Columbia County, Knorr wanted me to buy the property from Mr. Wingert and hold it for him as it was all he had in the world. I next met him on Sept. 9, '96, at Wilkes-Barre. I received a letter from him stating that he wanted to see me, I replied to the letter telling him that I had business in Wilkes-Barre the next week and that if he wanted to see me he could meet me there. I told him when I would be there, my business there was with the Wilkes-Barre & Northern Railroad Co., I went to Plymouth first, from there I went to Kingston on the trolley, transacted some business and went to Wilkes-Barre. I registered at the Exchange Hotel and took my dinner, I did not see Knorr when I first arrived there, it was about six o'clock in the evening when I saw him, I shook hands with him, and said it's about supper time, we went in the dining room together and eat supper, after supper I had an engagement, and left Knorr at the hotel, not being able to finish my business I was compelled to stay over night; when I asked the clerk about a bedroom he asked me if Knorr and I were together, I said we were not but knew each other very well, he said if we didn't object he could give us a very nice room with two beds in it, I said it made no difference to me only so I had a good bed; that is how we came to room together on that occasion, Knorr and I had no general conversation, he asked me how I was getting along, I told him all right, after supper as I had an engagement I would see him later, I did not get in till about one o'clock that night.

Court adjourned at this point till 2 o'clock p. m.

H. D. Branning was called in order to make the train for home; I live

at Wilkes-Barre, am in the livery business, have known Wintersteen for three years, remember 10th of Sept. last, there was a fireman's parade in Wilkes-Barre that day, Mr. Wintersteen was with me on that morning about 8:30 o'clock, he told me that he had some business with the Wilkes-Barre & Northern Railroad Co., about nine o'clock, after the railroad business had been attended to, I saw him again, I was also with him that evening, we were together all evening.

Cross-examined. The first I ever met Wintersteen was about two years ago, at the Bloomsburg Fair, can't recall when I met him the next time; don't remember how many times I have met him; the reason I recall meeting him on this special occasion is because there was a big fireman's parade held there on that day. I met him on the morning of Sept. 10th at my stable. I suppose it was about 8:30; don't remember what day of the week it was; he was with me the night before, we were in two saloons that night, it was about twelve o'clock when we went to our house; he walked up to my house with me, it was not raining that night; he left for his hotel about 12:30; the next morning when I arrived at my office Wintersteen was already there, the reason he was at my office the next morning is because I had promised to drive him down to Plymouth. Yes sir, he and I drove to Plymouth.

L. S. WINTERSTEEN recalled. It was about 1 o'clock when I got in my hotel that night. I wrote two letters and went to bed. I apologized to Mr. Knorr for having awakened him so late; the next morning I got up about 7:30. I had a conversation with him, he wanted to get some money, he wanted me to loan him some money, I told him I had no money, and he said can't you let me have a little, I then gave him \$10; I eat breakfast before he was out of bed; I did not see Knorr on the hotel porch; after breakfast I went to Branning's livery stable, he had promised to drive me to Plymouth. I told Mr. Branning that I had an engagement that would occupy my time for about an hour and that I would be ready to go to Plymouth about 10 o'clock, I then went to the office of the Wilkes-Barre & Northern Railroad Co., after finishing my business I went out met Mr. Branning and drove to Plymouth; we got back to Wilkes-Barre about noon. Yes sir, I saw Peter Harman at the Exchange Hotel, Wilkes-Barre; after I had eat dinner I went out and walked down one of the streets, I stayed in Wilkes-Barre until the evening train for Bloomsburg, I went to my house and stayed there till the next morning, I came up the street about seven o'clock, and met Mr. Jury, who asked me if I had heard the explosion; I told him that I had not, and asked him what it was; he told me that some one had blown up Levi Waller's house. I then went to the post-office and received a letter from C. C. Knorr. I attended the funeral of Peter A. Evans that day, after which I took the train for Ashland; my business at Ashland was in regard to some loans for some of clients to be made from the Locust Mountain Saving and Loan Association of that place, I went from there on to Reading, and got off at the Franklin Street Station, Mr. Knorr had told me in the letter which I received from him on the 14th that he was in trouble and that I should come down and see him, after arriving there I went to 716 Cherry Street and met Clifton Knorr, I shook hands with him, he remarked that there had been a hell of an explosion up at Bloomsburg, he asked me what damage had been done and I told him the damage was not very much, and that I had not heard the explosion nor knew of it until Mr. Jury had told me of it on the street, Knorr wanted me to let him have ten dollars a month with which to keep his Sallie as he called her, I did not comply with his request, I then went up the street to a restaurant and met Mr. Hayman, I went to the restaurant to meet Mr. Hayman, because he had told me previously that he wanted to see me and that I could come to that place and find him, I stayed with him till about eleven o'clock when I left him and went to the station and took the train for Ashland, after arriving at Ashland, I went to the Loan Association office and looked after the granting of some loans after which I boarded the train and came home, arriving here at 3:45 in the afternoon, of Sept. 15th, 1896. On October 19th, 1896, I was in Reading, I went there to see Clifton Knorr, he wanted me to sell some property for him so that he could get hold of the money. The transaction on July '96, between a Mr. Wingert and I was about some property which Mr. Wingert had bought at Sheriff's sale, the property belonged to Clifton Knorr.

On Nov. 24, 1896, I met Knorr at Reading, he had previously written me a letter asking me to come to Reading, the substance of the letter was that he was going to leave Reading, and that he wanted to see me before he left; in the afternoon I went to 716 Cherry St. to meet him but the Gast woman there said he wasn't

A PIONEER SHOEMAKER. WORKING AT HIS TRADE ALTHOUGH EIGHTY-FIVE YEARS OLD.

Mr. James McMillen, of Champaign, Has Followed the Shoemaker's Trade All His Life—Every Day at His Bench Working with Apparently the Same Vigor as a Young Man—A Sketch of His Life.

From the Gazette, Champaign, Ill.

At the advanced age of eighty-five years, James McMillen, of 112 West Washington street, is one of the most active men in Champaign, Illinois. Mr. McMillen is a pioneer citizen of the city, and his form is as familiar on the streets as that of any citizen of the town. All his life Mr. McMillen has followed the trade of shoemaker, and every day finds him at his bench, bending over his work with apparently the same vigor he commanded when he was a young man.

He has a little shop on North Wright street, in the vicinity of the University of Illinois, and he is the official shoemaker, as it were, for the students of that institution. About a year ago Mr. McMillen was absent from his bench for several weeks, and his familiar form was missed along the streets. The local newspapers announced that he was dangerously ill. For months he was a sufferer, but finally he appeared again at his shop, and has lost but very few days since then and none, perhaps, on account of sickness. His friends were surprised to see him out again, and they were more surprised when he told them the cause of his recovery. There was no small amount of local interest in his case, and a reporter visited him, to have him relate the story.

"I feel," said the spry old gentleman, "that I owe my life to Dr. Williams' Pink Pills for Pale People. Something like a year ago it appeared to me that I was almost a physical wreck. I was suffering from a disease of the kidneys. A thick scurf had formed on the bottoms of my feet and my ankles were terribly swollen and inflamed. In fact, they reached such a condition that I could not walk, and it looked as though my days were numbered. "I read in the newspaper testimonials from people who claimed to have been cured of kidney trouble by the use of Dr. Williams' Pink Pills for Pale People, and thought that it would do me no harm to give them a trial. I bought a box of them at the drug store and began taking them according to directions. It may seem strange, but it is a fact that I felt the benefit of them almost as soon as I began to take them. After I had taken a few pills my urinal discharges became almost as black as tar and I noticed at the same time that the pain and soreness were leaving my kidneys. "A few days later the swelling began to go out of my ankles, and at the end of five weeks it had entirely disappeared, taking with it that terrible scurf which had formed on the bottoms of my feet and caused me so much trouble. I continued to gather my strength, and at the end of six weeks I felt entirely recovered and resumed my work at the shop. I think I took from four to five boxes of the pills and have taken none since." Mr. McMillen's residence on West Washington street, is more than a mile distant from his shop, but nearly every day he walks the entire distance, morning and evening, and he could not do this if that swelling still existed. Mr. McMillen has no backwardness in talking of the merits of Dr. Williams' Pink Pills. Dr. Williams' Pink Pills for Pale People contain in a condensed form, all the elements necessary to give new life and richness to the blood and restore shattered nerves. Pink Pills are sold by all dealers, or will be sent post paid on receipt of price, 50 cents a box, or six boxes for \$2.50 (they are never sold in bulk or by the 100), by addressing Dr. Williams' Medicine Company, Schenectady, N. Y.

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staying there any more, she told me where I could find him. I told her I guessed I could find the place; she asked me to stay for supper but I declined. I then went to Hotel Penn and got my supper; while at the hotel I met County Commissioner Swank of Bloomsburg, later I met Knorr at 9th and Elm Streets; he said he was going to leave Reading, but had to have some money. I gave him 30 dollars and told him to go and hunt a job. I told him if he found it impossible to get along he should let me know and I would help him all I could. I was with him about fifteen minutes; as the Gast woman had invited me back after I had found Cliff I went back to her house; she asked me if I had seen Cliff, I told her I had, she wanted to know what he said about her; I told her that Cliff had not mentioned her name; while I was there Mrs. Gast's father came in. I talked to him for some little time, and finally left and went to Hotel Penn; while there I met Mr. Hayman again, we walked around till about twelve o'clock, when we went to Mr. Hayman's house and stayed all night. I did not want to disturb the family so I slept on the the lounge. I asked him to waken me when he got up and he did. I left his house about five o'clock in the morning and went to a restaurant and eat my breakfast. I then came home. I did not see Knorr again until in December when I was arrested for the crime; that was at the office of the Justice.

I never made any threat about Mr. Waller to P. G. Miller. Mr. Miller had some ill feeling against me occasioned by the settling up of the Jacoby estate. Yes sir, I know John Ertwine, I never made any threats

about Mr. Waller in his presence. Mr. Daniel Creveling was at my office all the while Ertwine was there. No sir, I never threatened to blow Mr. Waller up in the presence of my wife and Miss Kate Davis, she asked me something about the settling up of the affairs of the Bloomsburg Iron Co., I don't think Waller's name was mentioned. As to the threats made to Theodore Conner and W. H. Snyder, we were discussing some little business in which Mr. Waller was concerned, the whole thing in discussion would probably amount to \$300. I got quite angry and may be I did say something against Mr. Waller, I don't recall what it was, but it had nothing to do with the equity suit. Mr. Knorr says something about an interview with me in July 1895, and that I said if his mother would conveniently die he would get \$4000, but that is not so, I never said anything of the kind, he has testified that at the arbitration that I said I would beat the G—d—Waller and that I would get ahead of him (Waller) some way that is false, Waller's name was not mentioned. I never said I would enjoy running a knife through Waller's heart when I was in the house at 716 Cherry Street, Reading. No sir, I never said I would like to throw vitriol in Waller's face. Yes sir, we have vitriol on hand at the Brass & Copper Co., constantly. I never expressed any hatred toward Waller at any time during the arbitration. No sir, I never said that something would have to be done with Waller. Yes sir, I did want to purchase his mother's and sister's together with his stock in the Irondale Co. I offered to give them each \$1000 and a bond

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