all in my hands and I may have something to say later,
George I Whitney, Independent Democrat
—I am like Artennus Ward, who read newsto say later,
George I Whitney, Independent Democrat
Lam like Artenus Ward, who read newspaper accounts of the origin of the war,
Greeley's report, Ball Run Russell's report,
the history of the complication in the London Times, Abraham Lincoln's speeches, Joff
Davis' reports and all the Federal and Confederate archives, and then declared he
knew nothing about the war.

THE NEW LAW HOLDS

I ME NEW

FOR BLAINE ALL THE TIME.

Thoreus D. Keller, of the German Insurance

Thorous D. Keller, of the German Insurance Company, and a Republican—I am for Blaine all the time and will take my coat off if it will help. As to other political movements, I am not committed to straight-outism or any other organization, but will vote as I think best when the time comes.

'Captain Joseph T. Johnston, Secretary of the Cash Insurance Company, Democrat—I don't know anything about either politics or basefull, and, to tell the truth, cannot get greatly interested in this kind of weather.

"I am a Blaine man now and have been for years," said Mayor Gourley yesterday. "He should have been nominated and elected in 1856. If he is nominated in 1892 he will sweep the country. All the old animosities have been wiped out and the party is solid for his line of policy. There is no necessity for him to leave the Cabinet to further his candidate. He and Harrison may have some understanding about the matter. If he simply remains quiet I believe his nomination will come as a matter of course." Speaking about President Harrison and the trigidity of his mannet, the Mayor said: "I rode in a carriage with him from the depot to the Monomanhela flouse, then to the Exposition buildings and back to the depot, after which I found it necessary to visit Newell's and get three drinks of whisky to thaw myself out."

FOR BLAINE, IN GOOD BEAUTH. Captain Samuel Reed-I think Blame the greatest man of the party to-day, but the estion prises, will be live through the fied in the past year or two. There are very few of the old leaders left. I certainly dink that Mr. Blaine should resign as Sec-vency of State if he is a candidate for the esidency. ourles C. Brown-Yes, sir! I think Blaine the coming man and will vote for him if receives the nomination. It would be ster for the sake of harmony, if he should

better for the sake of harmony, if he should retire from the Cabinet.

Thomas W. Bigger-Blaine is the coming man. I think he can stand another campaign. Why should be give up a sure thing? Harrison and ne understand each other. Did he not stand aside the last time, when Harrison and ne understand each other. Did have been if Blaine had shied his castor into the ring? Let bim, by all means, remain in the cabinet as long as possible. He is the right man in the right place.

JUDGE STOWE'S DECISION.

Judge Stowe yesterday handed down an

PUSHING ARRANGEMENTS.

Hurrying Up the Preparations for Swiss Independence Day-Features of the Parade-A Big Day and Ten Thousand People Expected at the Grove.

The committee having in charge the ar- work performed. The city did not want to rangements for the celebration of Swiss Independence Day met last night in Engleman's Hall, Allegheny. Chief Marshal Rudolph on a rule for judgment for want of a sufficient Caldrieder aunounced the following as a affidavit of defense. It is as follows: portion of his stati: Adjutant General, barles Perrott: Assistant Adjurant General, harles Perrott: Assistant Adjurant Gen-nal, Arnold Schneider; nides, Adolph Sted-na, Christ, Hauca, William Neider, H. Her-san, William Bandi, Edward Geisseihardt, ohn Willemer, David Andler, Rudolph

Willemer, David Andler, Rudolph and Joseph Sacker. Great Western and Grand Army were engaged for the occasion and music will be secured later. One of out imique testures of the parade will the most unique resurres of the parade will be the appearance of 22 little girls ranging in ago from 16 to 15 years, dressed in receiver representing the 22 different cantens in switzerland, and each bearing in a conspicacion wanner the coat of arms of the canton she represents. The entire number of girls will appear in the parade on a large float, neatly decorated. On one side of the float will be the following motto: "Little still for float will be the following motto: "Little still float will be the following motto: "Little still for float will be the following motto: "Little still for float will be the following motto: "Little still for float will be the following motto: "Little still for float will be the following motto: "Little still for float will be the following motto: "Little still for float will be the following motto: "Little still for float will be the following and street will be following to a street will be arranged will advan the opposite side of the float.

Word was received from a number of surrounding towns which are expected to be represented in the demonstration. The outrook is encouraging for a big day. It is expected that 2,000 men will be in line, and that there will be 10,000 people at Ross' Grove.

LONG LIST OF ACCIDENTS.

A Lady Has Her Shoulder Fractured in a Buggy Collision.

The list of accidents yesterday was very long, including a couple of accidents caused by korses, and others by railronds and street cars. Following is the list:

DASSITT—Mrs. Robert Dassett, of Frazier street, was severely injured yesterday by being thrown from a buggy at Highland and the collected.

MEANING OF THE ORDINANCE. appearance of 22 little girls ranging o from 16 to 15 years, dressed in representing the 22 different can a switzerland, and each bearing in a

desired his kobert lassett, of Frazier cet, was severely injured yesterday by og thrown from a buggy at Highland and urreavenues. Her buggy collided with and cart and she was thrown out, fracturthe shoulder and being cut severely was the house. Nicholas Farrel, a section hand,

ing the shoulder and being cut severely nhout the head.

Farmill.—Nicholas Farrel, a section hand, was injured yesterday near Steubenville. He was brought to this city on the second section of the Eastern express and conveyed to the West Penn Hospital.

Sypund—John Snyder, an employe in Clark's mill, at Thirty-fifth street, had his ge severely lurned yesterday afternoon by a flash from the rolls.

Nat.—Nicholas Neal, an Ifalian, employed by the Pittsburg. Checinnat, Chicago and st. Louis Hailroad, was struck by a piece of rock will be built busing at Mingo Junction yesterday. He was hadly in Jured internally. Kinna—A ayear-old child named Kiner was struck by a Penn avenue cable car near Sixteenth street last evening and suffered severa bruses. It was caught under the conventeber and pushed several feet before the griphan succeeded in stopping the ear.

Kinna—John Kelly, employed at Carneric Phipps 2 Cos. Tairty-lind Street mill, had his leg crushed yesterday by a piece of steel falling on it.

Jawkson—Hugh Jackson, aged 15, was knocked down and severely bruised by a frightened horse on Smithfield street near City Hail.

Granust—Thomas Gunbert was overcome by matural gas at the Moorbead & McClaine Company's mill at Sobo. He is at the Homeopathic Hospital.

Charpoon—Fanna Crawford, a brakeman on the R & O. rallroad had his hand crushed withe coupling cars in the Glenwood yards yesterday.

Withinamson—Wille Williamson, aged ten years land his two flugers cut off in a hay chopper yesterday at his home at the head of the Castle Shannon incline.

years laid his two fingers cut off in a hay chopper yesterday at his home at the head of the Castle Shannon incline.

ANOTHER PROTEST FILED.

Objections Raised to a Repair Wagon Being Driven Too Fast.

general kick is being made by residents of Carson street at the reckless manner in which the repair wogon of the Birmingham Traction Company is driven along that ther-oughfare. One prominent merchant stated inst evening that the driver evidently iast evening that the driver criment, thought he had the right of way over all vehicles, and drove at a gallop, ringing his vehicles, and drove at a gallop, ringing his or and making more commetton than a sengine going to a fire. It is granted, "said her "that the traction apany has a right of way for its cars, but for a one-house vehicle that has not even iccase plate, which, according to law, it wild have, and I for one will not turn out the way if they ever ring the gong on . I think it an outrage and should be noted."

ANOTHER FIGHT ON.

nference will be held this morning b

The Amalgamated Association Find an Opponent in D. B. Oliver.

bro the Mill Committee of the Oliver & Loberts Nail Company and Superintendent Evans, for the purpose of settling, if possi ile, a dispute now pending. The scale has not yet been signed, and there is a very trong indication, that there may be some The principal fight is against a number of The principal light is against a number of non-union men who are said to be workin in the mill. The officials at amalgamate headquarters disclaimed any knowledge existing trouble at this mill, and there will nell probability, be some exciting time before the marter is adjusted.

BURGLARS TAKE WILKINSBURG.

Several Attempted Robberies Cause the People to Look Into Dark Alleys.

Burglars have taken Wilkinsburg by on the past few days and several small robberies, or attempted robberies, have caused quite a sensation. People are begin-ning to sleep with their silver under their millions and look under the bed before retir-

The first robbery was at the Catholic harch, which was broken open, but very ittle was taken. The safe of Pitrat Bros.' louring mill men, was broken open and a mail amount of money secured. The safe a Marshall Bros.' planing mill was also roken open, but little was secured.

Harcourt Place Seminary. The school for bright and carnest girls is Harcourt Place Seminary, Gambier, O. Th

Under Old Acts

REMAIN ENTIRELY UNALTERED.

No Claim for Payment Can Be Enforced Until Two Years After the Work Has Been Finished.

OFFICIALS BELIEVED IT BEFORE.

Numerous Contracts Have Passed the Limit and Pay ments Can Be Forced.

Another tangle in the street improvement question has been straightened out. It has been decided in court that the street and sewer contracts made under the act of 1887 are as valid as ever. The decision that the act under which they were drawn up was contrary to the State Constitution brought up serious questions concerning the contracts. The Court, however, has found that the new act of

1891, which is decided constitutional, supplies what was lost in the killing of the old act and the provisions of the contracts stand as before. One of the provisions of such contracts has always been that contractors cannot force the city to pay them until two years after the completion of the work. After the Supreme Court killed the street act of 1887 some contractors con-

Judge Stowe yesterday handed down an opinion in the suit of Evan Jones against the city of Pittsburg. The case is an important one and involves over \$300 000 Jones was the contractor for the Thirty-third street sewer, which has been completed. He sued to recover for the amount due for the

from the property holders. The opinion is "The contract with defendant, upon which suit is brought, was made in accordance with the provisions of an ordinance of the city of Pittsburg, approved March 21, 1888, onacted by virtue and under the authority of the general powers as a municipal

corporation and the act of Assembly of Jan-

pay until the assessments had been obtained

mary 6, 1868, entitled 'an act concerning streets and sewers in the city of Pittsburg

MEANING OF THE ORDINANCE. "But the ordinance under which the con-

tract was made, and which must be taken as the basis for it, shows that it was never

ality, the agreement stands now precisely as if no reference was made to it, and there as if no reference was made to it, and therefore, if that portion of the agreement was stricken out, nothing would remain postponing the right of action. But it is manifest that such a construction would be in violation of the clearly expressed intent of both parties at the time the agreement was made. It would, indeed, he as inequitable so as to conclue as it would be to noid that plaintiff could not recover at all because he had agreed to get his pay out of certain assessments, which, under the law, could not be made. It is true that if the ordinance had made no reference to mayment of the contractor at any time and the contract stood in relation to the time of payment, as it does, dependent upon assessment and collection, and no means had been provided by which the costs, etc., might be collected, equity would give the right to the present action, simply because any other view would be taut, amount to saying that plaintiff never could enforce his cialm against the city.

LITERAL TERMS OF THE CONTRACT.

LITERAL TERMS OF THE CONTRACT. "But this conclusion would not only ignore the provision in the ordinance for payments in two years, but also the act of Assembly of May 16, 1831, authorizing the assessment and collection of costs, etc., arising out of the making of public improvements referred to in the act. If we throw uside the ordinance and the act of Assembly we find that the literal terms of plaintiff's contract would prevent him from suing till all the money was collected by the city. The means by which this was to be done had failed, and the city could never collect it unless additional legislation were had to that end. What then? Must the plaintiff be forever debarred from collecting his money? Both reason and authority say no. As the original agreement cannot be carried out in terms because of a mutual mistake as to the validity of the act of 1887, the plaintiff may recover the contract price for his work and material as nearly upon the same terms and conditions as circumstances will admit. If no credit was given the city except such as the provision in the ordinance for payments conditions as circumstances will admit. If no credit was given the city except such as arose out of the act of Assembly itself, I could see no difficulty in giving the contractor his right of action immediately, because of the impossibility of otherwise securing him his rights, and to this extent I fully agree with tractor his right of action immediately, because of the impossibility of otherwise securing him his rights, and to this extent I fully agree with plaintiff's counsel. But whenever subsequent legislation places both in substantially the same condition that they thought they occupied when the contract was made and upon the basis of which it was entered into the argument fails. There does not seem any loric to be either a legal or equitable reason why the contract should not be enforced according to the original understanding as to time of payment.

"The act of 1891 has met this difficulty in this and all similar cases by giving an am-

The act of 1891 has met this difficulty in this and all similar cases by giving an ample and complete method for assessing and collecting the cost, etc., of the street improvements referred to therein, and there is injustice done the contractor in holding that act as substituted in their agreement for the means provided by the act of 1807, where, at

least, as in the cases arising under the ordinance which plaintiff's contract was made, no more delay can possibly arise than was originally agreed upon. As to the constitutionality of the act of 1891 I have no doubt, but as that is admitted by counsel for both parties to the suit, argument and authority upon that question is unnecessary.

JUSTIFIED BY THE ACT.

"To the suggestion that the act does not apply to this case, because that would give a retrospective effect to it which its terms do not clearly justify, I have only to say that the act seems to me not only to justify that the act seems to me not only to justify but require a construction covering this case and all others of a like character. Its obvious purpose is to supply a means by which the city may provide money to pay for improvements, etc., made and to be made when the means supposed to exist under the act of 1887 had failed, and until it appears that, under the act of 1891, substantial rights of the plaintiff, as they were assumed to exist under the agreement between the parties, were injuriously affected, he has no legal ground of complaint. It is enough for him that the law now places him substantially where he would be if the act of 1887 had been constitutional. My conclusions then in reference to tional. My conclusions then in reference to the questions presented by the affidavits in

tional. My concusions the affidavits in this case are:

"First—The plaintiff's contract gives the city credit for two years from the completion of the work and final estimate therefor, and, therefore, he has no right of action till the expiration of that time.

"Second—That the city is bound after that time to pay plaintiff his money, whether it has, or can collect the costs, etc., from the property owners or not.

property owners or not.
"Third—That the act of May, 1891, is con stitutional, and provides a reasonable speedy and proper method for the assessment and costs, etc., for the indemnification of the city. "Rule discharged." CONTROLLER MORROW PLEASED.

Controller Morrow is satisfied with Judge owe's ruling. It carries out the view he Stowe's ruling. It carries out the view he has always held of the case. After reading the decision last night he said:

"From the first we have felt that the killing of the act of 1887 did not deprive the city of its two-year credit. In calculating on the best methods of getting out of the street improvement difficulty we have counted on it. All contractors must wait two years after the work is done before they can successfully bring action against the city for the amount due.

he amount due, "Since we believed this all along the de-"Since we believed this all along the decision presents no new perplexities in street improvement matters. I am glad, however, it ims been rendered, since it puts the matter beyond all doubt. Mr. Jones will have to wait about a year yet before he can collect his money from the city. But there are other contractors in a position to demand settlement at once, since their two years are up. How many there are of these I do not know, but there number and amounts represented are quite large."

know, but there number and amounts represented are quite large."
Chief Bigelow is out of the city and the figures could not be obtained last night. The fact that Judge Stowe has declared the new street act constitutional is very cheering to those who interested themselves in its passage. But this was not a test case on the act, and the others which have been arranged for will be pushed through, going finally to the Supreme Court, so as to establish its constitutionality beyond all question.

WHAT THE POLICE ARE DOING.

GEORGE PATERSON, of Mansfield, is in jail on a charge of mysterious mischief. ARRAHAM BOTCHENY is in Inil charged with malicious mischief by Abraham Cohen. JOSEPH HAMIL was committed to jail last night on a charge of immorality brought by

Clara Otto ROBERT L. McGAW, charged with larceny by Edward Poole, was committed to Jail last night for court trial. May Cook, of No. 15 Bedford avenue, was arrested by Officer Tetten last night on a

GEORGE KEENAN, of Allegheny, is necused by George Hutchinson of stealing a skiff from the foot of School street. MARY BULGER, Patrick and Ellen Gordon were arrested in Allegheny last night on a charge of disorderly conduct. JOHN MENGUSKI, a Pole, had a hearing yes-

terday on a charge of shooting a dog without killing it. Decision was reserved. Magistrate Hyndman presided at Central station in the absence of Judge Gripp, and imposed the usual flues in ordinary cases. ALDERMAN WARNER last night committed

Harry Bright to jail for a hearing to-morrow on a charge of larceny brought by Henry Smith. HUNANE AGENT O'BRIEN yesterday made an information against John Nimmick, of

Allegheny, charging him with cruelty to his family. GEORGE MURPHY, of 219 Wylle avenue, is in jail, accused by Mary Newman of assault and battery. He will have a hearing to-

WARRANTS were issued yesterday for the arrest of George Hess and James Powers, of Howard street, on the charge of cruelty to Max Epstein, who was charged with as

sault and battery before Alderman Me-Masters by Mrs. Price was given a hearing yesterday and held for court. A WARRANT was issued yesterday by "the next Mayor of Pittsburg," for the arrest of

Mike Miller on a charge of disorderly con-duct preferred by Annie Sibelotski. Louisa Thompson made an information esterday before Alderman Caldwell charging Mrs. O'Reilly with assault and battery.
A hearing will be held this evening. WILLIAM PRATT and William Orr are ac-

cused of false pretense and fraud by Thomas Wilson, of Woods' Run, alleging that they secured board and refused to pay up. THOMAS F. McCLEARY was held for court on a charge of securing lumber worth \$252 80 by representing that he owned a certain lot. Campbell Kimberlain makes the charge. HENRY GERHART was fined \$5 and costs by Deputy Mayor McKelvy, of Allegheny, for going home with a large lag and turning his wife and household effects into the street. FERDINAND UNGER and Howard Kenewing were arrested last night in Allegheny or charge of putting a handcar on the Ft. Wayne tracks preparatory to taking a ride. A WARRANT has been issued for the arrest of Mrs. Annie Holden on a charge of getting drunk and whipping her infant child out-rageously. Agent O'Brien is the prosecutor.

JOHN DORAN, a teamster, was arrested yes-terday for refusing to stop at the corner of Fifth avenue and Grant street when a cable car was coming. His friends furnished a forfeit. MRS. ANNIE HARRIS, of Birmingham ave. nue, made an information yesterday before Alderman Bienhaur charging her husband with assault and battery. A warrant was is-

MIRANDA KEMPLE, of 913 Penn avenue, was acquitted of the charge of fraudulently disposing of her property to avoid payment of debts. A. W. Morrison, of 106 Third avenue, entered the charge.

Chair Liedeman, a tailor, was arrested yesterday on the information of B. Locken who alleges that he was about to leave town and leave his creditors in the lurch. He will have a hearing Saturday. DETECTIVE STEELE, of Allegheny, yesterday arrested J.W. Johnston, colored, on a charge of stealing \$5 from Mrs. Annie Euhuber. The theft occurred in a saloon and the negro was reinforced with a big log.

JOSEPH KRUEL, of the West End, was arrested by Officer Myers last night. Kruel is the proprietor of the gambling house that was raided last Saturday, but made his escape at the time of the raid. HENRY HARTMYER was arrested yesterday

for running over Hugh Jackson,a bootblack, at the corner of Fifth avenue and Smithfield street. The boy was examined by Police Surgeon Moyer, who decided his injuries slight. G. G. TROGIER, of Wylie avenue, made an information before Alderman Richards yes-

terday, charging Louis Palmer with assault and battery. Palmer was arrested and com-mitted to juil in default of bail for a hearing Saturday. JOHN MORGAN, of Kittanning, who claimed to be a tailor, was given 30 days to the workhouse by Deputy Mayor McKelvy yesterday. His companion, J. F. Conley, who claimed to be an Associated Press representative from East Brady, was discharged.

AGENT BERRYMAN vesterday arrested Jack Harris on a charge of taking a horse valued at \$1,200 from the Homewood race track, and, after driving it all night, beating it cruelly. The prisoner resisted, but was finally landed in the Kineteenth ward station. W. E. Miller will be arrested on the same charge.

Germania Savings Bank.

SCHMERTZ IS AHEAD.

He Scores in the First Inning Against His Eastern Creditors.

JUDGE ACHESON DECIDES FOR HIM. No Evidence That His Failure Was Not

ANOTHER SUIT AGAINST MR. CHAMBERS

Strictly Legitimate.

The preliminary hearing in the case of certain Eastern creditors against W. E. Schmertz' and his preferred creditors was held vesterday in the United States Circuit Court before Judge Acheson. Attorney W. S. Pier, representing the plaintiffs, presented in detail the charges contained n the bill in equity as published in last Sunday's DISPATCH, and Willis F. Me-Cook filed his answer to the charges, in a lengthy affidavit, the contents of which were published exclusively in yesterday's DISPATCH.

In spite of Mr. Pier's strong presentment of his case, the decision of the court was in favor of the defendants. In presenting the record of judgments entered against and confessed by William D. Schmertz, Mr. Pier said: "I would respectfully call the attention of the court to the fact that the indgments referred to were obtained by Mr. Schmertz's attorney, who was acting at that time in behalf of the parties in whose favor the judgments were confessed. I think it s pertinent to call the attention of the court to this point." Mr. McCook-Why do you refer to me as

Mr. Schmertz's attorney? Mr. Pier-Are you not here to represent Mr. Schmertz? Mr. McCook-I am, but I have become

that time he attended to Mr. Schmertz's business.

Mr. Schmertz's attorney only since Mr. Kennedy went upon the bench. Prior to

PERTINENT PROCEEDINGS. Mr. Pier replied that he thought these proceedings were pertinent to the case, as t showed the familiarity of the attorney with the proceedings of his insolvent client. He then proceeded to read affidavits made George M. Lee, Charles I. Ingalls, William F. Morgan and J. Edward Simmonds. These alldavits related certain conversations held by them with Mr. Schmertz. This gentleassured each and every one of them that he was perfectly solvent, and that he was worth at least \$200,000 over and above

assets.

Christian Meyer, in the employ of W. E. Schmertz & Co., stated in his affidavit that he had hauled goods from his employer's place of business to the Baltimore and Olifonova Coa the accountions had been issued. depot, after the executions had been issued. The utilidavits of several retail shoe dealers were read, in which they declared that they had bought large quantities of goods during the past summer from W. E. Schmertz & Co., and that these purchases were made on account of the extraordinarily liberal terms offered. after the executions had been issued

account of the extraordinarily liberal terms offered.
George E. Simon, a retail shoe dealer of Allegheny, in an affidavit averred that he purchased goods from W. E. Schmertz Just previous to the failure, for no other reason than that the goods were offered to him at an extraordinarily low price; that he also received notice that the bill for such goods had been assigned to E. M. Quinby, to whom he was instructed to make payment.
W. S. Pier in his argument said: "If the sale of the goods by the Sheriff is allowed to go on, it will result in sweeping about \$160,000 of the Eastern creditors' money into the pockets of Mr. Schmertz's relatives. We have charged a fraudulent combination on the part of Schmertz and others, and we have proved our claim. On the 13th day of June, 1891, Schmertz confessed Judgment for \$100,000 to William Loeffler. This money, or at least a portion of it, would eventually go at least a portion of it, would eventually go into the pockets of immediate relatives of Schmertz. The amount of judgment con-fessed by Schmertz on June 18 to immediate friends and relatives reached the sum of \$230,000, a sufficient amount to sweep out all the claims of the Eastern parties whom I

the claims of the Eastern parties whom I represent.

"Eleven days after these notes were given, William E. Schmertz went to Eastern firms and purchased another let of goods. He represented nimself at the time as being perfectly solvent, and told one of my clients that he was worth at least \$400,000 over and above his liabilities, and to use his language to the President of the Fourth National Bank of New York, when asked as to his financial standing: 'William E. Schmertz, either dead or alive, is fully able to meet all his obligations.'

"These representations were made to Eastern creditors, knowing at the same time he had given notes to the value of \$250,000, and his financial standing was affected to just that extent.

to just that extent. AN INVESTIGATION ASKED. "It seems to me that this case is of suffi-cient importance to warrant a judicial investigation. If the injunction is granted or a receiver appointed, it would do no harm to the defendants in their preferred claims, but would enable us to ascertain exactly the financial condition of this man exactly the maneral condition of this man Schmertz, who, if he would make false rep-resentations to his creditors, would not hesitate to carry on his fraudulent pur-poses in this city by putting his property out of the reach of his creditors, by making an assignment to take care of his immediate relations

elations.

"It is the trend of jurisprudence to do "It is the trend of jurisprudence to do away with preferences when a corporate body or firm makes an assignment; in fact, an act of assembly passed in this State has forbidden preferences in assignments."

Attorney McCook, read the answer of the respondent to the bill. This answer was as stated fully and exclusively printed in The Disparce yesterdayand makes a general and specific denial of all the charges brought by the plaintiff.

The addition of E. M. Oninby was next

the plaintiff.

The affidavit of E. M. Quinby was next submitted. In it the affiant denied all the allegations of the plaintiffs. He said that aside from the department in which he was employed he had no knowledge of Mr. Schmertz's business affairs, in fact, up to within a few days previous to the execution of the judgments he had considered Mr. Schmertz solvent; in fact, had looked upon him as a wealthy man. He had taken about \$50,000 in book accounts, in trust for others, to secure them against loss on a note for about \$40,000; that he had agreed in writing to collect these accounts, which accounted for the notices sent to buyers to make their payments to the affiant. He denied all knowledge of any scheme or connivance to deirand plaintiffs.

In her affidavit Mrs. William E. Schmertz sets forth that she owned the house occupied by herself and husband; that she purchased it with her own money more than thirty years ago; that she never had any knowledge of her husband's business affairs and had considered him a man of means.

STANDING BY THE STATEMENT. The affidavit of E. M. Quinby was next

STANDING BY THE STATEMENT. D. F. McQuaide, employed as purchaser by the firm of William E. Schmertz & Co., deposed that in accordance with instructions from his employer he had purchased fewer from his employer he had purchased fewer goods during the past year than at any previous time during his connection with the house; he had been instructed by Mr. Schmertz to keep the stock down as low as possible. Affiant further stated that when it was found Mr. Schmertz was insolvent he had returned to Eastern manufacturers 48 cases of goods unopened, and that the firm

denied in too all the charges so far as they related to him.

George C. Wilson, representing William Loeffler, another of the defendants, next submitted an affidavit made by his client, in which the latter explained clearly and at in which the latter explained clearly and at length his business relations with Mr. Schmertz. He showed by reference to the records that he had indorsed largely for Mr. Schmertz, not for any dishonest motives, but simply to aid him in his business. Affant pointed out the heavy losses he had sustained through making such indorsements. He is on the bond of W. E. Schmertz as guardian for the niece or children of Robert C. Schmertz, deceased, and as such bondsman will be called upon to make good his share of the losses sustained by said minor children, to whom, it appears W. E. Schwertz, as guardian, is lindebted to an amount exceeding \$30,000. On June 13 deponent averred that he endeavored to negotiate a note for \$15,000 for Schmertz on the representation of the latter that he was solvent. Later he had loaned Schmertz a number of shares of stock in the that he was solvent. Later he had loaned Schmertz a number of shares of stock in the Standard Plate Glass Company; all of such loans remain unpaid. Further, that just as soon as judgment was confessed in his favor deponent had the same duly recorded, and could not, therefore, have been a party to any scheme to keep secret the existence of such judgments for the purpose of depriving other creditors of their rights. Mr. Loeffer's affidavit was an exhaustive document, showing pretty conclusively that instead of being guilty of the charges made against him by the plaintiffs he is sure to lose heavily through Mr. Schmertz's failure.

ARGUMENTS FOR THE DEFENSE, Mr. McCook, in his argument, took the ground that not a particle of evidence had been adduced to show fraud or collusion on the part of the defendants, "Where it was to our interest to show haste," said he "provided we intended to practice fraud, is it reasonable to suppose that over \$100,000 would have been allowed to have been would have been anowed to have been placed on record ahead of ust We knew nothing of Loeffler having entered up his judgment, and when we went to enter ours up we found still others ahead of us. Does this look like sweeping the money into Schmertz's relatives?

latives?
"The position is simply ridiculous. The Eastern creditors knew of the execution as soon as we did, and agreed to the plan suggested, whereby a larger amount could be realized at the Sheriff's sale. This plan was suggested by Mr. Quinby, and if allowed to be put into execution, would have resulted, the realization of a larger amount for the in the realization of a larger amount for the On the conclusion of the arguments, Judge

On the conclusion of the arguments, Judge Acheson, in a brief opinion, said that he thought it would be injudicious for the court to interfere with the executions issued. "The charge of fraud," said the Judge, "is both generally and specifically denied. If Loeffler's affidavit be true, and there is no evidence to controvert it, he can proceed to execute his judgment. The goods must be sold. The cannot be carried pending a long litigation. The Sheriff's saie, if properly conducted, will realize as much for the creditors as a receiver's saie. It would be injudicious for this court to interfere with these executions, and the bill is therefore dismissed."

HOPED IT WOULD BE OTHERWISE.

that he was perfectly solvent, and that he was worth at least \$200,000 over and above his liabilities.

Next Mr. Pier read the afflavits of George M. Lee, Charles I. Ingalls, William F. Morgan, J. Edward Simmons. The statements contained in these affliavits were to the effect that William E. Schmertz had called upon the afflants and voluntered the information that he was worth fully \$500,000; that he had an insurance upon his life for over \$200,000, which in case of his death would cover his entire indebtedness. That upon these representations the afflants had given William E. Schmertz additional credit. In his afflavit William F. Morgan set forth that upon a recent occasion Mr. Schmertz shid to him: "Living or dead William E. Schmertz will pay 100 cents on every dollar of indebtedness."

H. D. Sellers, who had been employed as bookkeeper for W. E. Schmertz from July, 1880, submitted an affidavit to the effect that William Loeffler, who is Treasurer of the R. C. Schmertz company, Limited, had frequently indorsed notes for Schmertz, and at the same time had told afflant he was doing an illegal act in signing his name to an indorsement, as it was in violation of the act relating to limited partnerships.

QUINBY AS SCHMERTZ'S SUCCESSOR.

Mr. Sellers also avers that E. M. Quinby, for some time past has had full control of the business of W. E. Schmertz & Co. He also decisares that from his knowledge of Schmertz's business nearly a year ago, his liabilities were then far in excess of his assets.

Christian Meyer, in the employ of W. E. Schmertz & Co., stated in his affidavit that sets the sellent of the topic of the decision of the court became known. He charded in the bill in equity filed by his clients had onto the subject. He stated, however, that the charded in the bill in edited in the bill in edit he had not been too s

THE VICTORY ANTICIPATED. Mr. McCook, attorney for Mr. Schmertz had won their point, as expected. He said the charges made against his clients had been answered fully and specifically, even more fully and entering more into detail than is customary in the case of a preliminary hearing. The reason for filing so voluminous a document in answer was that many of the claims in the bill embraced charges against the honesty of Mr. Schmertz and the other defendants, such as fraud, false pretense, etc., and that they did not propose to rest under any such imputations when they could so easily be disproved.

In answer to a question as to the probable course which would be pursued by the plaintiffs, he said that they were no doubt fully satisfied now that there had been no intention or efforts on the part of the defendants to defraud them of their just claims. had won their point, as expected. He said

claims.

Mr. McCook said that an adjournment of Mr. McCook said that an adjournment of the Sheriff's sale had been obtained, as they had received intelligence that certain bidders would be unable to get here in time for the sale, if held on Saturday next. So far from trying to rush this thing through, said Mr. McCook, every effort is being made to induce a large number of bidders to be spresent, hence the sale has been postponed till Tuesday, August 25, at 10 o'clock A. M.

Many expressions of satisfaction at the outcome of the trial were heard among the friends of Mr. Schmertz yesterday, and he was the recipient of a number of congratulatory messages from far and near referring to the vindication which he had sustained at the hands of the Court.

ANOTHER SUIT AGAINST CHAMBERS.

ANOTHER SUIT AGAINST CHAMBERS. Another suit against James A. Chambers

was entered and also against W. E.

Schmertz, by J. M. Fox, President of the Foxburg Bank, of Butler, to recover \$5,000 Foxburg Bank, of Butler, to recover \$5,000 on a promissory note drawn by the Standard Plate Glass Company and indorsed by Chambers and Schmertz. At their request it was discounted by the Foxburg Bank. It was payable three months after date, May 11, 1891, at the Third National Bank of Pittsburg. The note was presented when due, but allowed to go to protest. The attorneys for the plaintiff are R. A. and James Balph, of Pittsburg.

A diligent effort was made last night to obtain some expression from Mr. Chambers or any other officials or stockholders of the Standard Company in regard to this matter, but nothing was forthcoming. Franklin McGowan, when seen, said that after careful consideration they had decided to make no statement at present. Judge Kennedy, one the stockholders, has just returned from Bedford. He was formerly the attorney for the Standard Plate Glass Company, as well as for Mr. Schmertz, but of course since his accession to the bench he has given such business up. He stated that it would be business up. He stated that it would be impossible for him to say anything for publication.

D. E. Wheeler, the receiver of the Standard

O, E. Wheeler, the receiver of the Standard Company, was in the city yesterday for a time on his way East. He knew of nothing of importance in connection with the company's affairs, and stated that the plant was in full operation and in excellent shape and doing a good business.

business.

B. Wolff, Jr., said yesterday that he had no knowledge of any other paper against Mr. Chambers than that entered by Mr. Wolff's attorney for \$3,000, as published yesterday.

A NEW MUSICAL INVENTION.

Is It an Organ or a Piano? All the objections to the parlor organ are at last done away with by this new invention. It has seven full octaves (as many keys as the Steinway Grands) and looks exactly like a fine upright piano. There are no stops in view nor any unsightly bellows pedals, but the instrument is worked by two pedals exactly like those on a piano, and a 6-year-old child is able to work them with ease. The delicacy and variety of its tones are wonderful and the touch so light and quick that the most difficult piano pieces an be executed thereon without difficulty. It is a marvelous improvement on the com-mon parlor organ and has created a great sensation in musical circles. The price is not higher than that of the ordinary organ. not higher than that of the ordinary organ.

H. Kleber & Bro., 506 Wood street, are the sole agents, and they invite all, whether purchasers or not, to call and see it. Kleber & Bro. are selling these wonderful instrunts as fast as the manufacturers can fur-

ments as fa nish them. TTS BLAINE, on perennially navigable

had declined to accept from the railway companies 196 cases, which were then returned to the consignors, and orders at once sent to manufacturers to discontinue all shipments. Samuel Severance, Jr., one of the defendants named in the bill, also set forth in his affidavit that he had no knowledge of any collusion or countyance to defraud. He denied in toto all the charges so far as they related to him.

LICENSED TO TWO MEN IN A WEEK.

The Record Made by Miss Susanna Andrews, of Tustin Street.

SHOTS AT NEWS FROM BOTH CITIES

"True love never runs smooth," says the dage, but it does not state that the sweetheart sometimes has to guess twice within the same week to hit the mark of her affections. This is the case of Susanna Andrews, who, yesterday, took out the second license for her marriage. The other fellow objects, but that don't count, and by this time Susanna is doubtless a happy, blushing, buxom bride. A few days ago Miss Andews, a Slav,

entered the marriage license office and wanted to know if she could be compelled to marry a man. She refused to give her name, but said that a man had taken out a license a few days before to marry her. She, however, changed her mind because she liked another man better. She indicated a man who was with heras the one she liked best. The first lover, notwithstanding, re best. The first lover, notwithstanding, refused to release her unless she paid him \$50. She offered to compromise for \$20, but he would not accept and said he would make her marry him. The visit was to find out if he could do so. She was told he could not, and departed happy, promising to be back inside of a week to get another license.

She kept her word and yesterday took out a license for the marriage of herself and John Dausho, a resident of Tustin street. She, however, said that her troubles were not ended. Her first lover, she said, sued her before Alderman Loomis, charging her with the larceny of a ring worth less than a dollar. She gave \$309 ball for a hearing. She then in turn sued him before the same Alderman for slander for making unkind remarks about her.

In spite of her tribulations and the thorns in her road to matrimony, she and her intended left the office looking very happy.

An effort was made to see Alderman Loomis last night to confirm her story and get the particulars of the suits, but he was lil, and his physician would not allow him to be seen. fused to release her unless she paid him \$50.

UPSET A WAGON.

Southside Electric Car Strikes Somethin More Solid Than Humanity. The Southside electric cars were delayed

for nearly half an hour last evening by the overturning of an Adams express wagon by car 17 of the Birmingham Traction road. The express wagon was trying to cross Smithfield street at First avenue when the car bore down upon it. The motorman clanged his bell, but failing to give the wagon time to pass, the car caught the wagon near the tall and overturned it, throwing the driver, H. Pope, from his seat, Pope was not much hurt, and was soon on his feet again. Motorman L. W. Scott took the affair with the customary coolness motormen and conductors on this line are wont to regard such trivial matters. If the wagon had not failen so slowly, Driver Pope might have been seriously injured. The packages were transferred to another wagon, and traffic again resumed about 6:30 o'clock. The express wagon was trying to cross

INSTRUCTED FOR DALZELL

The S. M. Lafferty Republican Clubs Elect Delegates and Passes Resolutions, The S. M. Lafferty Republican League Club, of the East End, held a meeting last Club, of the East End, held a meeting last night and elected S. M. Lafferty. S. T. Paisley and U. E. Woolslair as delegates to the State Convention to be held at Scranton. Dr. J. S. Walters, A. J. Thompson and J. B. Paul were elected alternates. The delegation was manimously instructed for Dalzell. Resolutions were passed condemning the action of the State League at its last meeting at Philadelphia in resolving to debar clubs from voting in the State Convention, which have been organized since September which have been organized since September last and are not on the official roll.

PURILC WORKS BECEIPTS

int Taken in by That D

of Pittsburg in July. The receipts of the Department of Public Works for the month of July, as shown by Chief Bigelow's report, submitted to the Controller yesterday, were \$12,208 27, which came from the following sources:

Diamond markets, \$7,504 29; Old City Hall, \$250; Adams' markets, \$84 50; Fifth avenue market, \$37 50; Southside market, \$39 35; Monongahela wharf, \$964 59; Allegheny wharf, \$550 95; Southside wharf, \$234 56; City weigh scales, \$52 54; Water Assessment Bureau, new buildings, \$947 28; switch licenses, \$1,087 50; scale licenses, \$125. Chief Bigelow's report, submitted to the

ARRESTED FOR LARCENY.

BLAINE-Electric lights, graded and A Switchman in Trouble for Taking a Fel-

low-Workman's Watch, John A Railey was landed in the Twenty eighth ward station about 10 o'clock last evening on a charge of larceny. He is em-ployed as a switchman on the Pittsburg and Lake Eric Railroad, and a brakeman, George Wilnelm, complained to Officer Schuch that Bailey had stolen his watch. Officers Schuch Balley had stolen his watch. Officers Schuch and Boyle at once went in search of Bailey and found him at work in the yard.

The stolen watch was recovered and turned over to Wilhelm and the prisoner sent to the station. Wilhelm will appear against him this morning.

A FOUR-YEAR-OLD BOY DROWNED.

Little Harry McFarland Tumbled Off Board Into the Monongahela River. Harry McFarland, a 4-year-old boy wh lived with his parents at 836 Fifth avenue was drowned in the Monongahela river in the rear of the Keystone Rolling Mill last night between 7 and 8 o'clock. He was with a number of older boys in swimming and was lying on a board when he tumbled into the water and before he could be rescued he

The body was recovered by the other boys and taken to his home. Coroner McDowell arranged for an inquest which will be held this morning.

MORE DALZELL DELEGATES. Election Held Last Night by the Union Club

of Allegheny County.

At the regular meeting last night of the Union Club of Allegheny county, colored, the following delegates were elected to the meeting of the State League clubs at Scranton, Pa. September 23, 1891: L. Googins, F. W. Gale; alternates, John Rog, W. A. Powell, W. F. Smith.

This club has indorsed Hon. John Dalzell. Resolutions were adopted indorsing Stephen B. Gipson, of Philadelphia, for Minister to Liberia.

Another New Club in Line. The George W. Miller Republican Club, of the Eighth ward, was organized last night with 42 members. The officers elected were: William Angloch, President: A. J. Berry, Vice President, and W. L. Abbott, Secretary. William Angloch, P. S. Dalzell and Arthur A. Bonner were elected delegates to the State League Convention, with E. M. Levy, Charles Angloch and W. L. Abbott as alter-

Snap Shots at City News. ALDERMAN MCMASTERS has recovered from is recent illness and was at his office yester-

Two inmates of the Poor Farm died vesterday. One was John McCracken, who has been in bed for ten years, and the other was "Riddy" O'Donnell, an inmate of the insane department. A stight fire was discovered in the base-

ment of Fillman's liquor store, on East Diamond street, yesterday morning. The Columbia Engine Company answered a still alarm and put it out before much damage was done. Tickers to Cincinnati were supplied ves-Tickers to Cincinnate were supplied yes-terday by the Department of Charities to a well-dressed woman and two children. They had been visiting in Altoona, when they re-ceived word of the illness of the husband and father and had not sufficient money to

return home. MRS. ANNIE ENHURER entered Campbell's saloon in the Allegheny Diamond to pur-chase some brandy for a sick child. She laid down a \$5 bill white the barkeeper was in the cellar and a big colored man walked in and picked up the bill and disappeared. The police were notified and are looking for

THE Coroner held inquests yesterday in the cases of J. McC. Reed, who fell down-stairs at the First Avenue Hotel and died at the Allegheny General Hospital, and Joseph H. Barton, who died suddenly at his home at 117 South Twenty-first street. The death of the former was accidental and the latter's was from hemorrhage of the lungs.

AL CARLISLE SANGUINE

He Says Major McKinley's Receptions in Ohio are Greatly Exaggerated. Al Carlisle, a member of the Ohio State

Democratic Committee, was in the city last evening, and in an interview said that everything looks lovely for the Campbell followers.
"I don't think there is a doubt of Mr "I don't think there is a doubt of Mr. Campbell's election," said Mr. Carlisle.
"McKinley is not having near as big receptions as reported, some of them I personally know to be greatly exaggerated. At the farmers' picnic at Shelby the attendance was not as large as on many former occasions. This was partially caused by the refusal to invite Campbell also, and some of his friends refused to attend."

Mr. Carlisle is an avoite to Columbus and

Mr. Carlisle is en route to Columbus, and will, of course, visit the Governor. He seems very sanguine of the success of his

FOR THE SUB-TREASURY SCHEME.

The Texas Farmers' Alliance Forestalling

the Cotton Speculators. DALLAS, TEX., Aug. 19.-In the State Alliance, now in session here, quite a bitter fight is being made on the sub-treasury ques inght is being made on the sub-freasury ques-tion, but it evident that a large majority of the delegates favor it.

A resolution was adopted providing for the appointment of a committee whose duty shall be to ascertain the exact number of bales of cotton produced in Texas this year, for the purpose of protecting the planters against the false reports of speculators.

Keeping Mum for Awhile,

President Kliver, of the Brotherhood of Carpenters, left the St. James Hotel last night, where he had been stopping while in the city. He visited one of the unions hast night, but after it was over he declined to say anything. He will be here ten days.

more of their boilers at Etua.

The Hartford Steam Boiler and Insurance
Company report that in testing ten boilers
set with the Walker Smoke Consumers that
the range of temperature in the uptake, or

stack, was within the most economical limit. The even range of temperature on those

boilers is remarkable.

Mr. John Moodie, of the Boston Globe,

mays that their boilers are evaporating 1134 bounds of water at 180° temperature of feed

water to one pound of coal (not combust-ible), but coal as weighed. This is the best

ible), but coal as weighed. This is the best smoke (consumer) preventer in the world. It costs little, compared with others, to put it in. To maintain it the expense is down to a minimum, for the boilers at the American Printing Works, Fall River, Mass., have been ruuning for 20 months, and have not cost one dollar for repairs. The patentee and general manager, Mr. Robert L. Walker, is staying at the Anderson Hotel, this city, at present. Parties having smoky chimneys would do well to write or call on him.

ALL our ladies' flannel shirts and waists

are now \$1 75 each-former prices, \$2 50,

\$3 and \$3 50.
All our ladies' white suits and wrappers

marked down. You can now buy two suits for the price of one before. Jos. HORNE & Co.'s

89. Excursion to Chicago. 89.

will leave Allegheny 3 o'clock P. M. city time, arrive Chicago 7:45 A. M. D

Last Exenssion to Atlantic City

LARGE size corsets reduced from \$1 75 to

And 20 drops of Angostura Bitters to every glass of impure water you drink.

FEW

AUGUST

BARGAINS!

LADIES' extra fine Flannel Shirt Waists, "Star" make, reduced to \$2.25. These are perfect in shape, and high grade of ma-terial and workmanship.

EXTRA fine Cheviot Shirt Waist for women,

EXTRA grade blue and black Polka Dot

"STAR" Laundried Waists for women, in white and fancies, reduced to \$1.25.

BARGAINS in soiled White Shirts and

SPECIAL values in H. S. Embroidered

CHIFFON in all colors at 50c. Chemisettes and Roll Collars at a big reduction.

THE "Niagara" Shirt-perfect fitting, re-inforced front and back, patent facings-

THE best 50 cent White Shirt

Produced.

SPECIAL Night Shirt bargains at 50e and 75c, plain white and trimmed; usually sold at 75e and \$1.

EXTRA value in Ladies' Fast Black and

GENTS' Fast Black Silk Shirts \$3.50, re-

Balbriggan Hose at 121/4c.

duced from \$4.50.

Waists, reduced from \$1.50 to \$1.

reduced from \$2.50 to \$1.85.

Collars (gents').

Handkerchiefs at 121/2c.

\$1 each, 3 for \$2.75.

Saturday, August 29, via Pittsburg and

Will Elect Officers To-Day The brassworkers continued their session

yesterday, working on the constitution and reports of the committees. The convention will elect officers to-day and adjourn tomorrow. Ladies' Lisle Hose-plain and in SMOKE.

It Pays to Stop It. The Spang Steel and Iron Company says that the Walker patent saves from 12 to 15

bargains:

per cent and stops 90 per cent of the smoke. They are getting ready to apply it to 14 more of their boilers at Etna. Ladies' English Cotton Hose-

at 45c.

Ladies' French Silk Hose (plated) in fancy boot patterns, \$1.25 quality, at 45c a pair.

-fancy tops and black boot styles, \$1.75 quality, at 75c a pair.

Ladies' German Fast Black Cotton Hose-also in tans and slates, 500 quality, at 35c.

Ladies' Fast Black Cotton Hoseand in tans and slates, 40c quality, Western Railway. Round trip \$9. Limit ten days. Solid trains of first-class day coaches and Pullman buffet sleeping cars

At the low rate of \$10 round trip will be run fast black, 40c quality, at 25c. via the low rate of ear found trib will be run via the Baltimore and Ohio Railroad, Thurs-day, Aug. 27; tickets good for 10 days, and good to stop at Washington City returning. Trains leave at 8:15 A. M. and 9:20 P. M. Pullman accommodation on both trains.

> This Hosiery Department offers only the best goods made, and a bar-

JOS. HORNE & CO.,

gain is a double bargain here.

607-621 PENN AVENUE.

STOCK

CURTAINS

EDWARD

627 and 629 Penn Avenue.

Parties expecting to buy carpets this fall should make their purchases now. We will store the goods free of charge until you want them laid. Large stock of LACE, CHENILLE and LINEN VELOUR CURTAINS of our

Hotel keepers and other large buyers invited to examine goods while stock is full.

All goods jobbed at lowest Eastern

BIBER & EASTON 505 AND 507 MARKET ST.

SALE.

To wind up a big Summer Hostery

business, we offer the following great

NEW ADVERTISEMENTS.

JOS. HORNE & CO.'S

PENN AVENUE STORES.

SPECIAL

HOSIERY

All these will be found on table in center of store, near Wash Goods Department, and near one of the cool air currents that makes shopping here so comfortable even in these hot days:

LOT NO. 1.

high colors-75c quality for 45c. LOT NO. 2.

good colors, fine gauze-85c quality, LOT NO. 3.

LOT NO. 4.

Ladies' Heavy French Lisle Hose

LOT NO. 5.

LOT NO. 6.

CHILDREN'S HOSIERY. One lot Ribbed Cotton Stockings,

fast black, sizes 7 to 91/2, 75c quality, at 50c a pair.

One lot Boys' Heavy Cotton Hose,

The Largest and Most Complete

CARPETS

Ever Brought to Pittsburg

ON EXHIBITION

GROETZINGER'S.

own direct importation.

aul3-rresu Warm Air Furnace BARTLETT Wrought Steel Ranges.

Cinderella Ranges and Stovez.
Send for catalogue. Estimates furnished.
J. C. BARTLETT,
api8-TTP 903 Wood st., Pittsburg.