

DIED FOR ONE DIME

Proof in the Trial of Richard Schooley for Manslaughter.

WHY HE KILLED LEONARD HILTON

The Divorce Court Keeps Just as Busy as It Has Been of Late.

WHAT THE JUSTICE MULL IS GRINDING

The trial of Richard T. Schooley, for the murder of Leonard Hilton, in a house near the garbage furnace, just back of the jail, was taken up in the Criminal Court yesterday, Judge Ewing presiding.

The first witness called was Dr. R. T. White, of the Homeopathic Hospital, who used so many medical terms that Judge Ewing asked him to explain his remarks in English.

Dr. William C. Rankin, of Second avenue, testified to having been called by someone to attend a man. He found the man sitting on a pair of steps at 205 Second avenue. Blood was trickling down from a wound in the man's head, and the witness asked who shot him, when a man in the crowd said that he had shot him.

On cross-examination Dr. Rankin testified that the messenger who came for him was a colored man who wore a handkerchief about his neck. The man was very much excited and the witness could not tell whether the prisoner was the same man or not.

George Fairfax was in the room at the time of the shooting. He said that they were playing poker in the house when Hilton came in the room and threw down 25 cents on the table.

Joseph Benjamin and William Tatwood were in the room at the time of the shooting and told substantially the same story as the preceding witness.

Peter Johnson, who was also in the room, testified that when Schooley pointed the gun, the witness fell back on the bed and said, "Don't do that it might be loaded."

At this point the Commonwealth rested and Major Montooth opened for the defense. He said that it was admitted that there had been an unlawful killing, but that the crime did not reach a higher grade than voluntary manslaughter if they did not acquit the prisoner.

The first witness for the defense was the prisoner, Richard T. Schooley. The witness stated that he was 23 years old, and was born in Washington, D. C.

At this point the witness broke down and cried like a child. It was fully three minutes before he could resume his testimony. Hilton then said to Dr. White, "Take this dollar." At this time the room was in darkness, the lamp having been overturned.

Witness wanted to pick Hilton up and carry him to a doctor, but couldn't carry him. Witness then started after a doctor, and finally, after going to several places, found one and told him he had shot a man and wanted the doctor to attend him.

Major Montooth offered to enter a plea of voluntary manslaughter, but the Court refused to take any such plea, and the case then went to the jury. Major Montooth claimed that there could be no conviction under the indictment, as it called for nothing less than voluntary manslaughter, and the testimony showed that the shooting was clearly accidental, and there should be an acquittal.

District Attorney Burchfield made an able address, going over the testimony word for word, and claiming a willful, deliberate murder and a verdict of first or second degree.

Judge Ewing's charge to the jury was on the law, and when dealing with the facts dwelt strongly on voluntary manslaughter. The jury retired at 4:45 o'clock.

At 6 o'clock the jury returned, after having been out a little more than an hour. Their verdict was voluntary manslaughter, with a recommendation to the extreme mercy of the Court. The prisoner seemed to be well pleased with the result.

To-day's Trial Lists. Common Pleas No. 1—Jagelinski vs Citizens Traction Company; Nicola Bros vs Pittsburgh and Western Railroad; Mellon Bros vs Campbell et al; Donerty Bros vs Sweeney et al; Love et al vs Picardio; Grunz vs Hyster et al; Lahey vs Prentiss; Barkley vs Campbell; Frazier vs Mellon et al; Hirsman vs McCandless.

TOOK ANOTHER JUMP

The Big Mevey Well Went to 600 Barrels an Hour Yesterday.

THE GENERAL PRODUCTION OFF.

Some of the Wells Which Should Reach the Last Sand To-day.

TWO BUSTLING LITTLE OIL TOWNS

There was a slight falling off in the production of some of the big wells in the McDonald field yesterday, and as no new wells came in, the general production was also reduced from 40,000 to about 39,000 barrels. A notable exception to the general falling off was Greenlee & Forst's wonder on the Mevey farm.

It was drilled a few minutes about 8 o'clock yesterday morning and its production jumped from 300 to 600 barrels an hour. It kept this gait for several hours and then began to go down. At 3 o'clock yesterday afternoon it had settled to about 450 barrels an hour. This great well still continues to be the talk of the oil fraternity and there seems to be no limit to its output when agitated.

Another well which caused considerable discussion yesterday was the Forest Oil Company's No. 2, on the Mevey farm. It is located a few feet south of the big Baldwin well of Guffey, Murphy, Jennings & Co. The Forest well was reported last evening to be eight feet in the sand and had not improved while another report was that it had not yet reached the last sand. It is claimed, however, that the bit is not as deep in the sand in the Herron well as where the pay was struck in the Baldwin well.

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JUST HOW THEY FIGURE THAT OUT

The miners, through their officers, have presented their side of the existing difficulty through THE DISPATCH, and on the principle that turn about is fair play, the coal operators, through a committee, present the following statement of their side of the question:

The coal operators of the Pittsburgh district, whose mines have been closed by strike since October 1, issued this statement covering the situation from their point of view, and strongly taking the ground that the responsibility for the trouble rests with the miners, and is due to broken promises by the miners.

This statement covers the ground from the date of the formation of the inter-State agreement between the miners and operators of Pennsylvania, Ohio, Illinois and Indiana, which grew out of the efforts made by both miners and operators on the lines of conciliation and arbitration. At the first convention, held in Columbus, O., attended by the Pittsburgh operators, the relative commercial value of Pittsburgh and Ohio coals, in the markets in which they are competitors, was fully discussed by both operators and miners. It was then agreed that, owing to the greater thickness of the veins and the easier mining of the Ohio coals, and considering the difference in the quality between the Ohio and Pennsylvania coals, there should be a "differential" of nine cents per ton between the mining rates of the Hocking Valley and Pittsburgh districts. This figure was agreed to, and maintained at all subsequent conventions where mining rates for the two States were fixed.

HOW THE CONVENTION WAS WRECKED. In April last the operators and miners met to fix the rates for these States for the ensuing year. The miners' leaders made a persistent effort for the eight-hour day, and on this rock the convention was wrecked. When the inter-State convention adjourned the miners of each State met with their operators and made separate agreements, in which the "differential" of 9 cents was maintained in both States, as before. The convention of Pittsburgh miners and operators was held May 2 at the rate was fixed at 73 cents, to continue until May 1, 1922, for all coal shipped beyond 20 miles from Pittsburgh, with a proviso relative to coal shipped within the 20-mile limit. The agreement was entered into with apparent good faith on the part of both sides. In the discussion previous to its adoption the "differential" was prominently noticed, and the miners, who had been protesting to say that they would make the best of a bad job, were told that they recognized the fact that the Pittsburgh coal would be at a disadvantage in the markets if any increase was made in the "differential." Its maintenance was to their benefit and was not an injury to their craftsmen in Ohio. It was agreed that a change would place Pittsburgh coal in a lower relative position in the scale of commercial values in the markets of the Northwest and West, according to Ohio coal. This would be injurious to both miners and operators alike in the Pittsburgh district.

NULLIFICATION OF A CONTRACT. On September 30th the miners and operators met again. The miners demanded an increase of 13 cents, or 92 cents per ton, for mining all coal, and declared that a strike on October 1 would follow a refusal. This position was taken in the face of the long established "differential" of 9 cents, which they then sought to increase to 22 cents, and of the agreement made May 2 to work for one year at 73 cents. In other words, it was a complete nullification of the contract they had made.

"There was an agreement relative to certain local contingencies termed 'lean work,' for which prices had been agreed upon, and all differences were to be settled by arbitration. Neither party had any right to break the agreement, but was to abide by this arbitration, the parties being equally represented on the board.

ONLY ONE MEETING HELD. "Coal mined for 'home consumption' was to be regulated by the selling prices in the home and foreign markets (the latter being all coal shipped more than 20 miles from Pittsburgh). This was done by a board of miners and operators, and the numbers. This board met June 22, and after a general informal talk adjourned that the miners never consult their constituents. They never asked for another meeting of the Arbitration Committee, and surely this cannot be laid at the door of the operators.

"To sum up, the miners and operators, on May 2, agreed to a rate of 73 cents for one year, the "differential" of 9 cents established, and before stated, which allowed the operators, months later the miners broke this agreement and demanded 13 cents more, or a rate of 92 cents, making the "differential" 22 cents, and practically driving Pittsburgh coals out of the great markets of the Northwest. The operators maintain that the strike, with all its disastrous consequences and loss to both operators and miners, is due to the latter alone, and point to the facts of the case in proof of their assertions."

GET RID OF ONE COAL BEFORE YOU CONTRACT another on top of it, or you may severely regret the decision. It is a good rule to consult before you are conscious of danger. Better prudently resort to Dr. Jayne's Peppermint, an effective cure for coughs and colds, and helpful also for its healing influence on the lungs and bronchial tubes.

THE POLICE WILL DIRECT THEM. Guide and Warning to Strangers Visiting Pittsburgh. As to the mistake that occurred in many newspapers regarding the exact direction to the great sacrifice sale that is now going on in this city, to avoid a disastrous case of bankruptcy, it is necessary to become perfectly explicit for the benefit of strangers visiting Pittsburgh. The store is on Liberty street, the left hand side of the way coming from the Union depot, and the right hand side coming from Sixth street. The number is (now remember) 646 Liberty street, corner of Sixth avenue, and not Liberty street, near Wood, as published by mistake in a great many newspapers. By applying to any conductor or policeman as to the whereabouts of the great sacrifice sale of tailor-made clothing, you will be directed to 646 Liberty street, corner of Sixth avenue.

Men's Underwear. All the best makes, including Allen, Solly & C.'s and Cartwright & Warner's best productions. Lowest possible prices always. JOS. HOFFER & CO.'S, Penn. Avenue Stores.

THE LAKEWOOD, a magnificent winter hotel, with its half mile of inclosed grass piazzas filled with tropical plants, only 53 miles from New York, is a charming resort for the season October 20. It will open for the winter in every respect.

WILDLIFE IN CLARION COUNTY

LAWSONHAM—The Lawsonham Oil Company, of which G. W. Sparks, of Pittsburgh, is President, has commenced to drill on the Campbell farm, one mile north of Lawsonham. It is located one mile from Red Bank Creek, and 6 miles up the low grade division of the Allegheny Valley Railroad from Red Bank Junction.

INDEPENDENCE—W. L. Mellon and G. W. Sparks, of Pittsburgh, are starting to build a rig in Cross Creek township, one mile east of Independence, on the Bole farm. It is 20 miles southwest of McDonald and 8 miles east of Wellsville.

They Cut the Casting. Some of the coal operators have a peculiar method of stopping the completion of a well which has passed through the coal veins which they own. The Woodland Oil Company and Forst & Greenlee each had wells completed through the coal under the J. B. Gladden farm, a mile southwest of McDonald. The coal is owned by T. B. Robbins & Co. A few Sundays ago, while the wells were shut down and the drillers waiting for the coal under the drilling, they cut off the casing, and at the Woodland Oil Company's well filled the hole below the coal full of old iron. At Forst & Greenlee's well they also cut off the casing, and besides the hole filled iron they drove an iron pin through the end of the casing, which projected the roof of the coal bank. An injunction was then served on Forst & Greenlee and on the Woodland Oil Company to stop the completion of the well through the coal at any other spot. What the outcome of the affair will be is not known, as all parties are reticent in regard to it.

Two Leading Operators. The men who have the largest interests in the McDonald oil field are M. Guffey and M. Murphy. They are both veterans in the oil business, and each has experienced the ups and downs, which are the lot of all who have followed the oil development. Guffey and Murphy have been drilling on the McDonald, the Bell, the Herron, the Baldwin, the Elliott, the two Sturgeon, the Hopper, and the Wallace farms. The entire lot embraces about 1,400 acres, and they are getting ready to produce from the McDonald wells on the above farms of nearly 20,000 barrels a day, or about half the production of the entire field. There are no wells yet completed on the Sturgeon, Hopper or Wallace farms, but they are interested with E. H. Jennings, J. H. Dailey, John Galloway, the Fisher Bros., and the Oakdale Oil Company, but in the whole block of territory Guffey and Murphy have a controlling interest, and consequently the biggest interest in the field.

Two Small Wells Completed. MURDOCKVILLE—W. C. Kennedy & Co. have completed a well on the Sturgeon farm which will not be better than a five-barrel pumper. The Forest Oil Company's No. 1, on the Sturgeon farm, is completed, and is practically dry.

Pipe Line Statement. The statement of the W. L. Mellon Pipe Line Company for the month of September is as follows: Stocks September 1, 23,139 barrels; runs, 64,463 barrels; shipments, 62,972 barrels; sediment and surplus, 419 barrels; stocks September 30, 25,009 barrels.

Building Up New Towns. Two villages, which have been given an impetus by the McDonald oil strike, are only a couple of miles from the McDonald field. The well of Haymaker & Co. on the Toward lot was flowing at the rate of 300 barrels a day from the Gordon sand, which they had just penetrated. Hays & Garland's No. 5 well, which is a controlling interest, and is located about 300 feet south of No. 3. This is an important well and is carefully watched by parties who are drilling in the vicinity.

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THREE SPLENDID BARGAINS.

Elegant Upright Piano at \$100. An excellent 7 1/2 octave upright piano, used about three months, with all improvements, full iron frame, swinging desk, good elastic action, excellent tone and finely curved case. This instrument is in perfect order, and will be sold fully warranted for \$150, with plush cover and stool.

Also two first-class square pianos, celebrated makes, at \$150 each. Three splendid bargains at the music store of J. M. Hoffmann & Co., 337 Sandfield street, agents for the celebrated Schorer, Colby and Schmitt pianos, unrivaled for tone, finish and durability.

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The coal operators of the Pittsburgh district, whose mines have been closed by strike since October 1, issued this statement covering the situation from their point of view, and strongly taking the ground that the responsibility for the trouble rests with the miners, and is due to broken promises by the miners.

This statement covers the ground from the date of the formation of the inter-State agreement between the miners and operators of Pennsylvania, Ohio, Illinois and Indiana, which grew out of the efforts made by both miners and operators on the lines of conciliation and arbitration. At the first convention, held in Columbus, O., attended by the Pittsburgh operators, the relative commercial value of Pittsburgh and Ohio coals, in the markets in which they are competitors, was fully discussed by both operators and miners. It was then agreed that, owing to the greater thickness of the veins and the easier mining of the Ohio coals, and considering the difference in the quality between the Ohio and Pennsylvania coals, there should be a "differential" of nine cents per ton between the mining rates of the Hocking Valley and Pittsburgh districts. This figure was agreed to, and maintained at all subsequent conventions where mining rates for the two States were fixed.

HOW THE CONVENTION WAS WRECKED. In April last the operators and miners met to fix the rates for these States for the ensuing year. The miners' leaders made a persistent effort for the eight-hour day, and on this rock the convention was wrecked. When the inter-State convention adjourned the miners of each State met with their operators and made separate agreements, in which the "differential" of 9 cents was maintained in both States, as before. The convention of Pittsburgh miners and operators was held May 2 at the rate was fixed at 73 cents, to continue until May 1, 1922, for all coal shipped beyond 20 miles from Pittsburgh, with a proviso relative to coal shipped within the 20-mile limit. The agreement was entered into with apparent good faith on the part of both sides. In the discussion previous to its adoption the "differential" was prominently noticed, and the miners, who had been protesting to say that they would make the best of a bad job, were told that they recognized the fact that the Pittsburgh coal would be at a disadvantage in the markets if any increase was made in the "differential." Its maintenance was to their benefit and was not an injury to their craftsmen in Ohio. It was agreed that a change would place Pittsburgh coal in a lower relative position in the scale of commercial values in the markets of the Northwest and West, according to Ohio coal. This would be injurious to both miners and operators alike in the Pittsburgh district.

NULLIFICATION OF A CONTRACT. On September 30th the miners and operators met again. The miners demanded an increase of 13 cents, or 92 cents per ton, for mining all coal, and declared that a strike on October 1 would follow a refusal. This position was taken in the face of the long established "differential" of 9 cents, which they then sought to increase to 22 cents, and of the agreement made May 2 to work for one year at 73 cents. In other words, it was a complete nullification of the contract they had made.

"There was an agreement relative to certain local contingencies termed 'lean work,' for which prices had been agreed upon, and all differences were to be settled by arbitration. Neither party had any right to break the agreement, but was to abide by this arbitration, the parties being equally represented on the board.

ONLY ONE MEETING HELD. "Coal mined for 'home consumption' was to be regulated by the selling prices in the home and foreign markets (the latter being all coal shipped more than 20 miles from Pittsburgh). This was done by a board of