

Easy Economy

Easy to save shoe money today. A few more of those wonderful \$1.00 Oxford Ties are here for prompt purchasers.

Oxford Ties, \$1 PER PAIR.

SCHANK & SPENCER, 410 SPRUCE STREET.

WILLIAMS

Linen Slip Covers made for parlor furniture.

AND

Visit our Drapery Department, the largest and most complete in this part of the state.

McANULTY.

CITY NOTES.

A temporary peach platform is being erected at the Delaware, Lackawanna and Western depot. Street Commissioner Dunning will start a gang of men at work repairing West Market street this morning. Anton Bushnak, who has been serving a term of three years in the Eastern penitentiary for felonious wounding, was released on Monday. The building at 23 Lackawanna avenue, owned by F. J. Nichols, has been sold to Attorney H. M. Hannah. The structure was formerly occupied by Foote & Shear. A horse owned by William McAndrew, a North End hawker, dropped dead at Lackawanna and Wyoming avenues yesterday afternoon. It was removed to Hewitt's dissecting works. Title readings on Ephraim by H. S. Milberg, of Syracuse, N. Y., in Gospel Tabernacle, Jefferson avenue, Dunmore, Wednesday and Friday evenings at 7:30. Everybody welcome. The funeral of Mrs. James Manley will be held from her home on North Washington avenue at 10 o'clock Thursday morning. Services will be held at St. Paul's church, Green Ridge. John T. Swartz, charged by Jernyn J. Duffy with attempting to defraud creditors, waived a hearing and entered bail in the sum of \$500. Appearance at court when arraigned before Alderman Millar yesterday. Don't forget to go with Mrs. W. P. Hallstead excursion to Binghamton tomorrow. Trains leave Delaware, Lackawanna and Western depot at 9 a. m.; return, leave Binghamton at 5:30 p. m. Tickets, adults \$1.25; children 50 cents. Joseph Betze and John Smith were arraigned yesterday at Lackawanna by Special Officer George W. Kern for stealing a rifle on a Delaware, Lackawanna and Western train. Alderman Howe sent them to the county jail for twenty days in default of \$5 fine. Leon Olchefski was released from the county jail yesterday for a second time. Mrs. Olchefski succeeded in inducing Ignatz Prutz, a South Side contractor, to go her husband's bail and yesterday he qualified before Judge Gunster in the sum of \$1,500 to answer for Olchefski's appearance at court when the case against him charging arson is called. Morris Sargeant, of Moscow, yesterday entered bail in the sum of \$200 to answer at court a charge of fishing on Sunday. It was preferred by Alvin Dewey, of the same place. E. J. Ehrigold became Sargeant's bondsman. The latter says he was walking along the Roaring brook a short time ago and saw a large trout floating on the water. He picked it up and carried it home. For that he was arrested. The will of Daniel H. Jones, late of this city, was admitted to probate yesterday. Letters testamentary granted to John H. Fellows and Thomas F. Moran. The will of Mrs. Mary McCarthy was admitted to probate and letters testamentary granted to Hollida Sinter. In the estate of Marion McKay, late of Scranton, letters of administration were granted to Margaret Worral. In the estate of William Price, late of Scranton, letters of administration were granted to Isaac Price. Hayes's orchestra at Farview today. Dr. C. C. Sapp, dentist, 134 Wyoming avenue, opposite Hotel Jermyn.

CHERRIES

Nice sour ones for doing up. This (Monday) morning. Get what you want; you may not be able to find any later.

THE SCRANTON CASH STORE. F. P. PRICE, Agent.

SMITHS ANSWER THE BILL OF FELLOWS

Make Specific Replies to All of the Allegations It Contains.

TRUTH OF SOME ARE ADMITTED

The Accuracy of the Statements of Facts in the Majority of the Paragraphs Is Questioned and in Some Instances It Is Denied That There Is Any Truth Whatever in What Mr. Fellows Says in the Bill He Filed.

The answer of Cornelius Smith and son, John Stanley Smith, who are defendants in an ejectment suit brought by Joseph Fellows, was filed yesterday by James Mahon, attorney for the defendants. It is as follows:

To the Honorable Judges of Said Court: The joint and several answers of Cornelius Smith and John Stanley Smith, defendants, to the plaintiff's bill of complaint.

1. The first paragraph of plaintiff's bill is true, excepting as to the value of the property, of which the defendants are not informed. 2. The second paragraph is true. 3. The third paragraph, excepting the allegation that the plaintiff was at any time acting in bad faith, is true. 4. The fourth paragraph, excepting so far as it alleges the giving of the judgment note, and the consideration therefor, and its entry, to No. 192 October term, 1888, is not true, as therein alleged. It is true, according to the written agreements made and executed between the plaintiff and Cornelius Smith, that upon the conveyance of the property described in the bill, he would receive upon the said note a credit, in all amounting to the sum of sixty-eight hundred dollars. But it is not true, that he would receive a credit of said amount for his conveyance to Cornelius Smith of an undivided half part of said property. The tenor and effect of said written agreement, reference being thereto had, will more fully appear, in that upon the said conveyance to the said Cornelius Smith, the plaintiff would receive a credit on said note of five thousand dollars and afterwards upon his conveyance to John Stanley Smith, he would receive a credit in the sum of eighteen hundred dollars. And therefore, the total amount of credit agreed to be given on the said note for the property described in the bill, was sixty-eight hundred dollars.

THE CONSIDERATION. 5. That the consideration of the said conveyance, dated September 15, 1881, to John Stanley Smith, was the keeping of the plaintiff from the date of said conveyance until the termination of his action of ejectment for the recovery of the said property, and the payment to him of two thousand dollars, without interest, by action of ejectment. That by agreement of plaintiff and Cornelius Smith the said two thousand dollars was to be paid by said Smith, by allowing the plaintiff a credit on the said note in the sum of eighteen hundred dollars, and a credit for two thousand dollars, which sum said Smith had prior to the said conveyance advanced to the plaintiff.

6. That the entire consideration for the said conveyance, dated September 15, 1881, has been paid in the manner following to wit: By Cornelius Smith advancing prior to said conveyance to the plaintiff the sum of two hundred dollars. By the plaintiff claiming and receiving a credit on said note, of the said eighteen hundred dollars. By Cornelius Smith rooming, boarding and clothing the plaintiff from the date of said conveyance to about April 1, 1887, at an average cost of twenty-three dollars per month.

7. That on the sixth day of February, 1897, the plaintiff in the case of Cornelius Smith vs. Joseph Fellows, No. 761, September term, 1897, which case was an amicable revival of the judgment entered on the said note, filed a motion in that case wherein he claimed credit on said judgment, in the sum of \$8,800, and tendered to Cornelius Smith the sum of \$42,500. The court on the said motion granted the same into court as aforesaid, on which he obtained a rule to show cause why he should not be allowed a credit on said judgment. That the tender as aforesaid was continued, and on the third day of July, 1897, the tender was accepted and the credits on said note as claimed in plaintiff's petition allowed. Reference to the said case being had will more fully and at large appear.

8. That the action of the plaintiff, in forcing the defendants by an adverse proceeding, to pay him the balance of the consideration for the said property by the said Cornelius Smith, as allowed on the judgment, constitutes an election on the part of the plaintiff to take the consideration of the said property, by which he is estopped and precluded from a recovery of the said property.

THAT FIFTH PARAGRAPH. 9. The fifth paragraph is not true as therein alleged. The proposition to convey and undivided half of his interest in the real estate of a property for his keeping until the termination of his action of ejectment was first made by the plaintiff, and by Cornelius Smith rejected as made. After which the following proposition was agreed on. The plaintiff would convey to John Stanley Smith an undivided half interest in the balance of said property, in consideration of Cornelius Smith allowing his credit for \$200, money already advanced to him, and also allowing him a credit of \$1,800 on the judgment note, and to the sum of the said \$200, money washing included, until the termination of his action of ejectment. And defendant's assent to the said agreement, as spoken of, only as fixing a limit on the expenditures of the plaintiff for each month for board. The deed was drawn in accordance with the aforesaid agreement, the plaintiff read it over, and without any objection signed, acknowledged and delivered it to Cornelius Smith.

10. The sixth paragraph is not true as therein alleged. All money paid by Cornelius Smith to the plaintiff, on his demand, from September 15, 1891, to March, 1897, was paid on account of the agreement and conveyance of September 15, 1881. The said agreement and conveyance was not rescinded, and Cornelius Smith did not agree to rescind or destroy said deed of conveyance. The facts are as follows: About two or three months after the date of the action of ejectment, which was on January 25, 1892, rendered against the plaintiffs, Cornelius Smith said to the plaintiff, that for him to carry the case to the Supreme court, and support him was too much of a load for him to carry; that he had told him that his son go to his son in the west, and he would keep him until the termination of the action of ejectment, he would give him the money to go, and the John Stanley Smith deed back to him the property he conveyed to him Plaintiff replied that his wife had so prejudiced his children against him that his son would not keep him. Mr. Smith replied, "well you go there and try, I will give you sufficient money to go, there and back." This he agreed to do. Mr. Smith gave him \$2, and he started to go to his son in the west. In two or three weeks he returned Mr. Smith, saying his son would not keep him. Mr. Smith then said, "Mr. Fellows, why cannot you go out in the country to some farmer and work for your board until the case is ended." He replied he was too old to work, and could not do that. Mr. Smith then said, "Mr. Fellows you have in your time paid a great deal of taxes, and there is nothing wrong in your going to the poor house until the case is ended, and this would be the best thing you could do, because if the property is recovered, you would then have a half interest in it, instead of a quarter interest." He replied that he would never leave the poor house, he would rather die in the street, that his family had all turned him out; all he wanted in the

property was a quarter interest; that would more than support him during his life." To which Mr. Smith said, "Mr. Fellows, if you will not adopt either of my suggestions, as I will not turn you out, you leave me no objection but to continue to keep you as I have been doing under our agreement." He replied, "that is what I want you to do; if you recover the property, I will give you a quarter interest in it, and if you do not, you will have done a great charity." This, nearly in words, and strictly in substance, is all that was ever said about either our agreement or the deed of conveyance. Mr. Smith continued and kept the plaintiff as he had previously been keeping him, until he sold out his interest in the property, and left Mr. Smith about April 1, 1897.

OTHER ALLEGATIONS.

11. The seventh paragraph is not true as therein alleged. 12. The eighth paragraph is not true. Cornelius Smith took no undue, unfair or unlawful advantage of his relations with the plaintiff, or of his condition and position, in the purchase of the property, and did not act in bad faith in recording the conveyance aforesaid, or in not destroying it, and the plaintiff is not entitled to have the same cancelled, and to have a conveyance of the said premises from the defendants.

13. The defendants aver that in May, 1892, after the plaintiff returned from his son in the west, they were ready and willing to accept of the plaintiff's offer to sell to him the property in question, on condition that he would support himself until the termination of his action of ejectment. That the plaintiff then refused this offer, and elected to confirm the said deed of conveyance, and did then and there confirm it, and after such confirmation, and receiving the consideration for said conveyance, he is estopped from the recovery of the property.

14. The defendants further aver that besides the cost of keeping the said plaintiff, the plaintiff during the time of his keeping in the custody of the defendants, was intoxicated about three times a year, and each of these intoxications would continue from two to six weeks; that during each of such intoxications the plaintiff expended money belonging to Cornelius Smith, in the purchase of whisky, in the sum of from twenty to forty dollars. In this manner the money belonging to said Smith, to the amount of about eight hundred dollars. And further his intoxications as aforesaid, and around the office of the said Smith, for the time aforesaid, injured and damaged the said Smith's professional business to the extent of about one thousand dollars, and the plaintiff's habits as aforesaid were both disreputable and expensive, yet the said Smith was forced to either put up with it, or turn the plaintiff into the street.

15. That the plaintiff does not allege in his bill that he has any title or interest in the property in question, and in truth, at and before the filing of said bill, the plaintiff had no title or interest in said property, he having about the 25th of August, 1897, sold the property aforesaid and recorded in deed book 148, page 165, etc., conveyed his entire title and interest in the said property to the said Cornelius Smith, as reference being thereto had, will more fully and at large appear, and therefore the plaintiff having no title or interest in the property in question, is not entitled to any relief whatever.

16. That the defendants are informed and believe that plaintiff has a full, adequate and complete remedy at law, and that it is an ejectment bill, and as such it ought to be dismissed.

EFFECT NOT YET FELT.

But, if Soft Coal Strike Continues, It Soon Will Be.

The Philadelphia stockholder has this to say about the strike among the bituminous miners and its effect on the anthracite coal trade: "Material effect of the strike of bituminous coal miners is as yet scarcely perceptible in the hard coal situation. The general opinion of the trade is, however, that the anthracite trade is, obviously bettering from day to day. It is gratifying to note that the leading companies are determinedly opposing any large augmentation of output on account of the soft-coal strike. A policy that would result in large increase in production would embarrass the facilities of the carrying companies and endanger a temporary glut of the market. Should the strike be prolonged for ten days or two weeks, the exhaustion of supplies at a working point may divert soft-coal from the seaboard markets and thus create a heavy demand for anthracite. Such a protraction of the labor troubles would also give rise to a call for anthracite steam sizes at the west, but unfortunately the supply of anthracite steam sizes is not equal to the demands of its natural markets. The inadequate output of pea, buckwheat and rice sizes has hitherto been commented upon in these columns. For a number of years the anthracite producers exerted themselves to create a demand for what was formerly regarded as a by-product, that is the sizes inferior to chestnut. Having induced a large number of consumers of bituminous coal and of the larger anthracite sizes, they have now turned their firing appliances necessary to the change of fuel. It was found that the cheap small coal could not be obtained in sufficient quantities to meet the demand. It is conceded that these sizes can be obtained and delivered at a moderate profit by washing them out of the culm banks, but the companies have declined to avail themselves of this means to any important extent. Unless some way should be found to place steam sizes of anthracite in the eastern markets upon a parity of value with bituminous, and in sufficient volume to meet the demand, soft coal will resume its inroads as soon as the strike troubles are well over."

IT WILL BE WORTH ATTENDING.

Will a Hearing That Is to Take Place Tomorrow Night.

Last Thursday Mrs. G. T. Jennings of the South Side, was arrested on a warrant for throwing coal at her neighbor, Mrs. Michael Madden. She gave bail answer at court and keep the peace in the meantime, but yesterday again threw coal. Mrs. Madden alleges, and one of the pieces she further alleges struck her on the knee. Mrs. Jennings was arrested again and when taken before Alderman Millar she had Mr. Madden arrested for being a common scold, making threats, assault and battery and killing chickens. Both hearings will take place tonight at 7 o'clock. The "killing of chickens" caused all the bother. Mrs. Jennings' chickens wandered over into Mrs. Madden's yard and she slew a couple of them.

MAYOR APPROVES OF THEM.

Two Important Measures Which He Says He Will Sign.

Mayor Bailey stated Monday that he will approve the resolution changing the name of the municipal building to city hall, and the ordinance providing for the remodeling of the Central street station house. These measures are now before him and will receive his signature as soon as he is satisfied that there is no legal obstacle to their approval. Don't miss the Liederkreis excursion to Farview Tuesday, July 27, music by Bauer.

WAS TIRED OF A PAUPER'S LIFE

Casper Souper Shoots Himself at the Hillside Home.

SAT ON HIS INVALID WIFE'S BED

Old Age, Sickness and Poverty Drives Him to the Deed—Was Despondent of Late and Remarkable That He Was Tired of Life—How He Got the Revolver Is Not Known—Suggested, However, That He Came by It in Some Manner While Out on a Walk.

Casper Souper, a 70-year-old pauper at the Hillside Home, blew out his brains in the presence of his invalid wife in the female ward of that institution, a little before noon yesterday.

Souper and his wife have been inmates of the home since July 13, 1892, occupying the same room in the women's building. She is a helpless invalid, and he is debilitated from sickness and old age. Recently he had been despondent and only last Monday was heard to remark that he was tired of life, and that he would kill himself only for his wife.

Just before dinner time yesterday, while sitting on the side of his wife's bed, he pulled a .32-calibre revolver from his pocket, and placing the muzzle in his mouth pulled the trigger. The bullet entered his brain, and when the attaches of the house arrived on the scene they found the old man's corpse stretched across the bed, the blood from his rightfully lacerated mouth reddening the bed clothes and spurting over the insensible body of his unfortunate wife.

He was removed at once and word sent to Coroner Longstreet. The coroner went there during the afternoon, but after a short investigation decided that no inquest was necessary.

How Souper secured the revolver, or how long he has had it in his possession, is a mystery. He had the privilege of going out when he chose, and frequently when feeling better than usual went on long walks. The last time was six weeks ago, and it is supposed he secured the revolver. Souper and his wife formerly lived on the West Side. The wife was greatly affected by the shock, and it is feared serious consequences will follow.

LEXOW AT MINOOKA.

Investigation of Charges Made Against the School Board.

There was a meeting of the Lackawanna township auditors last evening in McDonough's hall to inquire into the accounts of the school board. For some time all sorts of rumors have been flying about the school board, and the complete discrediting of the school directors during the year 1896 and this led to the investigation by the auditors. The first bill to undergo an investigation was one from Muller & Judge, number dealer, for repairs at No. 3 school. The bookkeeper of the firm was present and explained the nature of the work done. The bill was objected to as exorbitant. A bill for repairs at No. 8 school by Thomas Kelly, in the sum of \$18, was laid over for further investigation, as the man who performed the work was absent. Another repairing bill at No. 3 was closely questioned and also laid over.

RELEASED FROM THE "PEN."

Affair Bushnak Finishes a Two Years and Nine Months' Term.

Afton Bushnak was discharged from the Eastern penitentiary yesterday after serving two years and nine months for felonious wounding. He was sentenced to three years on October 15, 194, by Judge Gunster, but had three months cut off his term for good behavior. Bushnak's crime was that of viciously using a knife on a fellow countryman, Stephen Upka, during a drunken quarrel in Carbondale.

GOT OFF MIGHTY EASY.

Colored Boy Who Writes Poetry and Steals Rides Was Arrested.

George Nichols, a 15-year-old colored boy, who writes poetry, but whose real offense was stealing a ride on the Delaware, Lackawanna and Western road,

was arraigned before Alderman Millar yesterday by Special Officer Durain, who captured him as he was going through the city bound from Buffalo to New York.

BRAKEMAN FELL TO HIS DEATH.

James P. Duggan, of East Mauch Chunk, Killed on the Central.

The mangled remains of James P. Duggan, of East Mauch Chunk, a Jersey Central brakeman, were found between the tracks near Taylor, at day-break yesterday morning.

He was employed on freight train No. 416 which left the Scranton station at 10 o'clock yesterday morning. When the train arrived at Wilkes-Barre he failed to turn up and his crew became alarmed for his safety. Search was forthwith begun and at about 4 o'clock his dead body was found as described. It is supposed he fell between the cars while walking over the tracks through a misstep or a sudden lurch of the car on which he might have been standing.

The remains were removed to Davis' undertaking establishment and after being viewed by Coroner Longstreet, were sent to his former home. Duggan was 34 years of age and married.

IT MAY BE STEIN.

He is Said to Be Scheduled for the Office of Chief of the Bureau of Mines and Mining.

One of the important bills passed by the last state legislature and signed by the governor is the law creating the Bureau of Mines and Mining. The bill that passed the legislature and secured the approval of the governor was introduced by Representative Mansfield, of Beaver. It provides for an appointive officer, to be known as the chief of the bureau, an assistant and a messenger. The salaries of the three amount to \$4,700. The law also provides that the governor shall appoint the chief within thirty days after the final passage, so that he must make his selection within a few days.

The position is one of dignity and responsibility, requiring a man of wide experience and in faithfully carrying out the duties he will find that the office is not a sinecure. There have been a number of men mentioned for the position, but of them all there is only one, who is eminently fitted in every particular for the important post. This is William Stein, who is now serving his second term as mine inspector of the Sixth Shenandoah district.

"The Mines' Journal" has it from reliable authority that Mr. Stein is to be the appointee and that he has had the support of the leading politicians of the state, besides the influence and recommendations of men of prominence in various walks of life. Mr. Stein, as chief of the bureau of mines and mining will have a smaller salary than as mine inspector, but the new position will practically be permanent for, while he is appointed for four years, it is not likely the chief will be changed by any governor succeeding Governor Hastings except for cause. We were unable to reach Mr. Stein last evening and so cannot state authoritatively that he will accept the office, but from a good source we have learned that the position is to be tendered him.

China

Department

Has been replenished with many beautiful designs in Berry, Salad and Fruit Dishes, Cake and Bread Plates. To fully appreciate them you must learn the prices.

The Finest Line of BELT BUCKLES

Ever seen in Scranton. Silver Gilt and Silver set with Amethysts, Carbuncles, Garnets and Turquoise, mounted on Silk, Leather and the latest Thing, Leather covered with silk. May be found at

MERCEREAU & CONNELL'S, AGENTS FOR REGINA MUSIC BOXES, 130 Wyoming Ave.

RED RASPBERRIES, Black Raspberries, Cherry Currants, Green Cord, Home Grown Beans, Tomatoes, Cucumbers, Etc.

W. H. PIERGE, PENN AVE. MARKET

China Lamps With China globes, are very much in style. We just received a new collection, too many styles to quote all of them. One style is Brass Base, China Bowl and China Globe. Will sell easily for \$3.50.

Picture Department It still alive to the occasion, and have in stock the famous picture, St. Cecilia, with gold frame, gold mat. Size 20x24 inches, 98c.

Berry Dish Leaf Shape, united in delicate colors, trimmed with gold. Ought to be \$1.48. While they last for 98c.

Bread Plate Gold stipled edge, hand decorated; they are well worth 48c. Bought more than we ought to. These must go at 25c.

China Lamps With China globes, are very much in style. We just received a new collection, too many styles to quote all of them. One style is Brass Base, China Bowl and China Globe. Will sell easily for \$3.50.

The Rexford Co., 303 Lacka. Ave.

THE GREAT 4c STORE

310 Lackawanna Ave.

MIDSUMMER STOCK REDUCING SALE

No sham or shoddy goods in this sale, but our regular staple goods at Bargain Prices.

MAIN FLOOR.

Everyone knows what a Mason jar is, but everyone does not know that there is a difference in Mason jars. The patents have expired, and the one that makes the poorest jar makes the cheapest. We don't keep that kind. The best is the cheapest. A can of fruit spoiled by one poor jar will buy you a dozen good ones.

SECOND FLOOR.

China Millar & Peck, 134 WYOMING AVENUE. Walk in and look around

China Department

Has been replenished with many beautiful designs in Berry, Salad and Fruit Dishes, Cake and Bread Plates. To fully appreciate them you must learn the prices.

The Finest Line of BELT BUCKLES

Ever seen in Scranton. Silver Gilt and Silver set with Amethysts, Carbuncles, Garnets and Turquoise, mounted on Silk, Leather and the latest Thing, Leather covered with silk. May be found at

MERCEREAU & CONNELL'S, AGENTS FOR REGINA MUSIC BOXES, 130 Wyoming Ave.

RED RASPBERRIES, Black Raspberries, Cherry Currants, Green Cord, Home Grown Beans, Tomatoes, Cucumbers, Etc.

W. H. PIERGE, PENN AVE. MARKET

China Lamps With China globes, are very much in style. We just received a new collection, too many styles to quote all of them. One style is Brass Base, China Bowl and China Globe. Will sell easily for \$3.50.

Picture Department It still alive to the occasion, and have in stock the famous picture, St. Cecilia, with gold frame, gold mat. Size 20x24 inches, 98c.

Berry Dish Leaf Shape, united in delicate colors, trimmed with gold. Ought to be \$1.48. While they last for 98c.

Bread Plate Gold stipled edge, hand decorated; they are well worth 48c. Bought more than we ought to. These must go at 25c.

China Lamps With China globes, are very much in style. We just received a new collection, too many styles to quote all of them. One style is Brass Base, China Bowl and China Globe. Will sell easily for \$3.50.

The Rexford Co., 303 Lacka. Ave.

COOL GOODS FOR HOT WEATHER.

We have just received a very large purchase of Summer Goods. Everything new and fresh. Styles and effects that have not been shown in town.

WHITE AND LINEN COLOR The Very Proper Thing. Just What You Are Looking For. FINE ASSORTMENT OF

PIQUES AND DUCKS Roman Stripes

10 and 12 1/2 c Boulevard Plaids, Gent's Shirts.

Very large even checks and stripes, in percales, batistes, organdies, mulls, 12 1/2 c. Soft finish goods, for warm weather.

White Dimities, Check and stripes, in percales, Nainsook and Lace Stripe batistes, organdies, mulls, Plisse. 15c Goods, 8c. 12 1/2 c.

COOL, COMFORTABLE, STYLISH

MEARS & HAGEN 415 and 417 Lackawanna Avenue, Scranton, Pa.