

WAVERLY "NOVELS" APPEAR IN COURT

One Committed for Contempt and a Second Chased Away.

CHARLEY LEE'S LICENSE AGAIN

Intimated That Signatures Were Secured to the Application by the Use of Money, and Openly Charged That the Anti-Saloon Element Stood Signers--Tom Durning Applies for a License--All Applications Heard and Adjournment Made Until Friday

Waverly, as usual, held the front and center of the stage in the annual license court force. The hearing of the one application from that quiet little borough yesterday had more interest attached to it than all the rest put together.

One witness went to jail for contempt, another was dismissed from the stand because he was making such a ridiculous exhibition and there developed from the evidence the fact that the good people of the borough, to put it lightly, go to extremes, in fighting for and against the granting of the license. On the one side it was broadly intimated that signatures to the petition were secured through the use of money, and on the other it was alleged that men who had signed the petition were stoned on the street by anti-saloon enthusiasts.

The applicant, Charles E. Lee, was represented by Attorney R. H. Holgate. The remonstrance was represented by Attorney W. W. Lathrop. The remonstrance alleged that there was no necessity for the place, that Lee was an unfit person to keep a hotel, and that he had permitted gambling at his place. Judge Edwards stated that the matter of necessity of the hotel had been passed upon before, and the court did not care to hear anything further on it. That caused Mr. Lathrop to confine himself to showing that Lee did not conduct the place properly.

WAS AGAINST LEE.

His first witness was Abner Dix, who knew a thing or two and wasn't to be played by any smart legal lawyer.

"Do you think Mr. Lee is a fit person to conduct a hotel?" asked Mr. Lathrop, after the preliminary questions had been answered.

"No, I don't," sharply returned Mr. Dix. "In my judgment, he ain't no fit person."

"Tell us what you base your opinion on," interrupted Judge Archibald. "We want facts."

"Well, my judgment is just as good as anybody else's."

"That may be, but what is there wrong with him, in your opinion?" court asked.

"One thing, he ain't honest. (Laughter.) No, he ain't, nuther. Laugh as you mind to, Charley Lee. I know what you did. Do you know he bought a load of hay from me for \$19. He got me bamboozled when he was counting the money to me in his bar room and sheated me. Yes, he did. When I got to him I found one of them air dollar bills and he give me was doubled up and 'twas counted twice. Only \$8 was that when I got him and counted it over."

"You signed Mr. Lee's petition, didn't you?" asked Mr. Lathrop.

"Yes, sir, I didn't sign it for Lee, Ben Green, he got me to sign. Charley set 'em up for me and he used to set 'em up for me once while in the bar water, you know. Charley ain't a bad ---ow that?"

"You asked him to take your or of the petition afterwards, did you not?"

"Yes, when I went there Ben Green said it was all right, and Charley slapped me on the back and they put me off that way, you know."

READY FOR HOLGATE.

The witness was then turned over for cross-examination.

"Mr. Dix."

"Well, I'm ready for you, Mr. Holgate."

"You heard there was some money going around there, eh?"

"Yes, I did. I heard how they gave it to a rich man to pass around and only those rich fellows got any of it, and the poor trash could sign for nothing."

"And you wanted some of that money that was going around?"

"Yes, I did."

"And that's the reason you wanted your name taken off?"

"At this juncture Judge Edwards interrupted and told the attorneys not to ask the witness any more questions. Such an exhibition as this in a court of justice--but in charity the judge refrained from finishing his comment.

Watson H. Stone, the next witness, saw Lee and some of his customers haling dice for the drinks at the bar one occasion.

Leslie Tyler, an 18-year-old boy, testified that he played pool in Lee's place, and had to pay for the game when he was the loser.

"Isn't that customary?" Judge Edwards remarked.

"It may be, but it is gambling, I intend," replied Mr. Lathrop.

Edward Everett and A. F. Decker, two other witnesses subpoenaed by the remonstrants, did not answer when their names were called, and an attachment was issued for their arrest.

While waiting for them the other side admitted some character testimony, by A. B. Browe, pastor of the Waverly Baptist church, when asked if he thought Charles E. Lee was a fit person to conduct a hotel, answered in a guarded way: "As fit as any man as far as I know." On cross-examination he said he had signed the remonstrance against the place, and then qualified is answer as to Lee's fitness by explaining that he meant that Lee was good enough for that kind of business, he knew nothing against Mr. Lee's character.

NOT A DIFFICULT TASK.

George E. Stevenson thought Mr. Lee fit person in every respect to conduct a hotel. Mr. Lathrop asked the witness concerning the applicant's reputation in the community for morality. Mr. Stevenson raised the point that this was not cross-examination and further said that in an antagonistic community it is not very difficult to manufacture a bad character for a man.

Edward Everett, one of the witnesses for whom an attachment had been issued, stroiled into court at this juncture and Mr. Lathrop called him up to testify.

"Mr. Lathrop, you ought not bring his man here," said Judge Archibald,

as Everill approached the bench. "This man is drunk."

"You--his--Honor, you do me a wrong," spoke up Everill, with an air of injured innocence.

The judge did him further "wrong" by committing him for contempt. He will serve twenty-four hours and pay a fine of \$10.

When Sheriff Fryor had escorted the tottering Everill out of court, "Squire E. J. Feeley came up and gave testimony in favor of the application. Mr. Lee was a man to run a hotel, the 'squire thought, and as to the gambling, he knew personally that the losers were never required to pay for the drinks, or in other words, it was not obligatory. He also knew that Mr. Lee had prohibited betting on pool games.

A. F. Decker, the other absent witness for the remonstrants, came in about this time and was called to tell why he had ordered his name erased from Lee's petition.

"When I heard how difficult it is for an applicant to get twelve signers to his petition in Waverly," Mr. Lathrop replied.

"If you want to go into that," remarked Mr. Holgate, "I can show that they have stoned people up there for signing the petition." The testimony was not desired by the court.

Andrew Mahoney, the last witness called by the remonstrants, said he was qualified to judge whether or not Lee was a fit man to keep a hotel. "My judgment ain't no good," said Mahoney. He was excused.

THE WALSH LICENSE.

Attorney W. J. Hand presented the opposition of the First Presbyterian church to the granting of a wholesale license to E. J. Walsh at the corner of Washington and Lackawanna avenues. There was no objection to Mr. Walsh, he said, but the sentiment of a Christian community is against locating a liquor house in such close proximity to a church.

Hon. C. P. O'Malley, Joseph O'Brien and George J. Holgate, who were in favor of the granting of the license. They showed that Mr. Walsh had been granted a transfer to this place and on the strength of it had entered into a five-year lease and spent nearly \$5,000 in remodeling the store. The opposition of the church developed and the transfer on some technical ground was revoked. It was also pointed out that the church intends to move from its present location in the near future, having given the option on the property to C. J. Davidson, who was the owner of the church developed and the transfer on some technical ground was revoked.

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BOTH COUNCILS WERE IN SESSION

Contractors and the City Involved in Some Disputed Accounts.

THE APPROPRIATIONS FOR 1898

Reported and Referred to the City Clerk for Printing--Knotty Point Raised by President Sanderson on the Contract Street Cleaning Ordinance--Many Measures Passed Third Reading in Lower Branch. To Meet Again Tuesday Night.

Both branches of council met in adjourned sessions last night.

A half hour or more of the session of the select branch was consumed in reading and approving eighteen pages of minutes of previous meetings.

Attorney R. A. Zimmerman, representing Peter Stipp, contractor, was permitted to make a statement in reference to some complicated claims and accounts among his client, P. T. Mulligan, the Hunt & Connell company and the Hunt & Connell company, it appears, has on file with the city controller bills against the contractor amounting to \$3,157 for money and materials furnished on the contract. Stipp claims \$1,200 for brick masonry. The amount due Mulligan from the city, the bills are incorrect and excessive to the amount of several hundred dollars, and if correct would leave a sufficient balance in the hands of the controller to pay Stipp.

Two resolutions in connection with the controversy had been introduced. One provided for the payment of \$126 to Stipp, the other permitted the parties to contest their claims before the city solicitor, his verdict to guide councils in the matter.

Mr. Roche offered a motion referring the dispute to the city controller, the city solicitor and all the parties interested for an agreement if possible. The resolution was adopted after Mr. Lansing of the committee, who had reported the views of the controller and solicitor on the matter.

RECEIVED WITHOUT DEBATE.

The 1898 appropriation ordinance was reported by the joint estimates committee through Mr. Chittenden. It was received without debate or comment and ordered printed.

Mr. Finn introduced a resolution which was adopted and hurried into the lower branch for concurrence directing the city clerk to advertise the petition and names of the petitioners for a pavement on Providence road, and North Main avenue, from Court street to the city line. This is one of the legal steps necessary in the final provisions for the extensive improvement.

A knotty point was raised by President Sanderson when on second reading was called the committee. The ordinance amended in select council providing for the cleaning of paved streets by contract. President Sanderson relegated the chair to Mr. Chittenden and suggested an amendment for the protection of property owners. Mr. Finn and North Washington avenue, from Court street to the city line. This is one of the legal steps necessary in the final provisions for the extensive improvement.

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ready too much burdened with expense for lights.

Among several concurrent resolutions approved one directs the street commissioner to fence in Luzerne street between Ninth and Meridian streets, the thoroughfare being in a dangerous condition at that point.

The meeting adjourned to meet next Tuesday night as did common council.

Common council had a lengthy and busy session and strange to say there was not even the semblance of a speech although Mr. Flanagan and all the other orators of the body were in attendance.

The ordinance establishing the big No. 19 sewer district extending from the river back to Keyser valley and taking in the Sixth, Eighth, Fifteenth and twentieth streets and the fifth and sixth wards, passed third and final readings, as did also its sequel the ordinance providing for the construction of a sewer system, which will be a sort of skeleton to the district. There was no opposition, but some of the members voted "aye" in a half-hearted manner.

The ordinance providing for a main sewer on North Main avenue, Providence road and Philo street; the ordinance providing for the opening of a sixty-foot street from the southerly end of Spruce street bridge to Prospect avenue; the ordinance providing for the creation of the office of plumbing inspector; the ordinance providing for sidewalks on Washington street between Main avenue and Tenth street, also passed third reading.

PASSED TWO READINGS.

The following ordinances passed first and second readings: Providing for the transfer of \$500 from the unexpended balance of the appropriation for the purchase of the Columbia chemical wagon to the appropriation for Fifth ward street repairs; providing for flag stone sidewalks on West Linden street, Clay avenue, between Myrtle and Lake streets; providing for a fire alarm box at the corner of Rockwell place and Gilbert street.

There was passed on third reading ordinances providing for electric lights at the corner of Washington avenue and Delaware street; corner of Bloom avenue and Cayuga street.

A resolution was adopted on motion of Mr. Reagan directing the street commissioner to fence in Luzerne street, between Ninth and Meridian streets, roadway being in a dangerous condition.

MINING NOTES.

Coxe Bros. & Co. have leased part of the old abandoned collieries recently operated by Lindermann & Sker in the lower part of Luzerne street. Pumps are being placed to drain the mines.

The Lehigh Valley Coal company has decided to erect a new breaker at Midway, on the Lehigh river, in place of the old Horton, which will be a great improvement. Work was on Friday suspended indefinitely. A large force of men will be put to work on the new breaker. It will be built as rapidly as possible. The coal from the old Port Bowley mine will be transferred to the new breaker, which will employ more than many more than the old Horton.

The South Wilkes-Barre shaft of the Lehigh and Wilkes-Barre Coal company, which has not been in good shape since the explosion and fire of a year or more ago, is nearly restored to a condition to resume former shipments. The gas is nearly all cleared out of the mine, and always are opened in good shape. Two slopes are being sunk, one in the Hillman and the other in the Baltimore mines. This opens new coal areas, so that the production can be kept up for some time. They will be ready for full work about two months.

The Delaware and Hudson Canal company has decided to open up a mine on the hillside back of Lakeville, Luzerne county, and with this in view has located lots from Charles Lawson, ten lots from William Jacques and twelve from Harrison Nesbitt. The company has been making investigations for some time and after securing possession of the property had a survey made. The vein which has been found is sixteen feet in thickness. The mine is in good shape and will be ready for employment to a large number of hands. The coal can be mined very cheaply, as all expense of pumping water will be avoided. The new plane will run up the mountain side from a point opposite the Boston colliery. From the top of the plane they will also build a railroad on the side of the mountain and when the plane and railroad are completed the coal will be brought from the new opening to the Boston breaker, where it will be prepared for market.

The recent tapping of the old and abandoned Buck Mountain colliery by Coxe Bros. & Co. has opened up a large area of basins there still remains to be mined more than 20,000,000 tons of good coal. The water has been drained from the old workings through a tunnel a mile and a half long, the mouth of it being in the Laurtown valley and the water empties into the Lehigh river. The coal seam is of the best quality and will be through this tunnel and then hoisted over a plane 1,500 feet in length, and by a thirty-inch mine hoist hauled to the breaker. The coal is of the best quality and will be through this tunnel and then hoisted over a plane 1,500 feet in length, and by a thirty-inch mine hoist hauled to the breaker. The coal is of the best quality and will be through this tunnel and then hoisted over a plane 1,500 feet in length, and by a thirty-inch mine hoist hauled to the breaker.

WARREN-EHRET COMPANY Contractors for Ehret's Slag Roofing, 321 Washington Avenue

HERCULES ASBESTOS PIPE COVERING Applied by WARREN-EHRET COMPANY Contractors for Ehret's Slag Roofing, 321 Washington Avenue

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Boned Turkey Croquettes, Salads of All Kinds, Weddings Parties, Experienced Menu. All orders promptly attended to. Order can be left at 124 Washington ave., or can be seen at Jonas Long's Sons' Cafe.