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CITY NOTES

SUPPER TONIGHT—Supper will be served at St. Luke's Evangelical mission, corner Prospect avenue and Vine street, this evening between 6 and 8 o'clock. The public is cordially invited to be present.

FUNERAL THIS AFTERNOON—From her late home on Fourth street the funeral of Miss Margaret Cannon will take place this afternoon at 2 o'clock. Interment will be made at Catholic cemetery.

ONLY TWO PLAYED—The inclement weather had its effect upon the Green Judge wheelmen's pool tournament last night. Only two players appeared, A. Fine and C. Knight. The score was 29-47 in favor of the former.

PATTERNMAKERS' MEETING—The recently organized Patternmakers' league of this city held a meeting at the A. O. U. W. hall Sunday afternoon. At a meeting to be held at the same hall Sunday, Feb. 26, officers will be elected.

PAY-DAYS—The Delaware, Lackawanna and Western company completed the paying of the trainmen yesterday and this finishes the paying of employees hereabouts. The Delaware and Hudson company paid the trainmen south of Scranton yesterday.

FUNERAL TOMORROW MORNING—The funeral of Mrs. Mary Callan will be held tomorrow morning from her late home, 57 Fourth street, Bellevue. A high mass of requiem will be celebrated at Holy Cross church at 9 o'clock. Interment will be made at the Catholic cemetery.

WILL BE NEXT WEEK—It was incorrectly stated yesterday that special services would be held during this week at the Penn Avenue Baptist church. These services will not be held until next week beginning with the regular service Sunday. Dr. John H. Robertson, D. D., of the noted Scotch divine, will assist the pastor, Rev. Robert F. Y. Pierce.

Women's Storm Overshoes
First Quality
 Women's Storm Waterproof Cloth Uppers, black fleece lined, formerly sold at \$1.00. Our Price 59c. Mostly all sizes, for today's selling.

Women's Storm Rubbers
 Good quality regularly sold at other stores for 50c. Our Price 29c., to fit all sizes shoes for today's selling. Come early to get your size.
SCHANK & SPENCER
 410 Spruce Street.

BLIZZARD AND THE LEGAL HOLIDAY

PREVENTED COURT FROM DOING MUCH BUSINESS.
 After the Three Judges Passed on the List Argument Court Was Adjourned Until This Morning—Few Cases Argued—Large Number of Suits Continued—Action Taken in Other Cases—All of the Offices in the Court House Closed During the Afternoon Hours.

The blizzard greatly and the legal holiday curtailed the session of argument court yesterday. The court room was cold and it seemed impossible to get the temperature at a satisfactory point. When the three local judges went on the bench at 9 o'clock they took up the common pleas argument list and disposed of cases in the following manner:

Argued—Calvin W. Parsons against W. W. Van Dyke and others, exceptions to report of referee, Michael Woodelack against the borough of Archbald, rule for new trial.

Continued—Lloyd Vail against H. D. Swick and others, rule to open judgment, John McGuire against R. F. Aswell, etc., etc., Solomon Dawson against Joseph A. Luskon, rule for decree in divorce, In re: estate of Catharine O'Hara, rule to stay, Elizabeth D. Pickett against Charles H. Pickett, rule for decree in divorce, C. E. Wetherly against George W. Harburger and others, rule to quash attachment, Jacob Suravits against Rose Suravits, rule for decree in divorce, Joseph Summers against Mike Scheffich and others, rule to open judgment, Peter Mosyian against Mary Mosyian, rule for decree in divorce, David Spruks against Lizze Lebecky, rule for judgment, In re: petition to satisfy mortgage from Susan Davis to Thomas E. Thomas, J. J. Eganis McComb against John McComb, rule for decree in divorce, John Bedell against Spring Brook Water company, rule for summary execution, J. T. Watson against John R. Lowry, etc., etc., D. L. Potter and others against W. B. Beemer, rule to open judgment, E. J. Ebergood, rule to take off the satisfaction, Patrick Connor, guardian, against Severin Tracton company, rule to take off post-judgment.

Settled and stricken off list—Clemantine Renwick against Robert Renwick, rule for decree in divorce, Joseph A. Diphth against William J. Schudmiller, C. A. Morse against C. M. Burt, etc., etc., Donald & Miller, trustees, against John T. Burt and others, demurrer, Condensed Milk company against C. M. Burt, rule to file appeal nine pro tunc, Michael Flannery against P. F. McNeill and others, demurrer, J. J. Barricose against W. J. Gray, exceptions to bill.

In the certiorari case of Joseph Gallen against Frank Burns judgment was affirmed by agreement of the parties.

As soon as the list had been passed upon court was adjourned until 1 o'clock this morning. The court house offices were all closed during the afternoon and business in the building was almost entirely suspended. In one or two instances ambitious clerks or office holders closed their offices in the public and endeavored to get ahead of the clerical work of the office which had fallen behind during the busy terms of common pleas and quarter sessions court which ended Saturday.

THREATENED BY FIRE.

Big Block on Lower Lackawanna Avenue in Danger Yesterday.
 Prompt and intelligent action on the part of George Wotling and Thomas Loftus, employees at John T. Porter's wholesale house, at 26 and 28 Lackawanna avenue, probably nipped in the bud what would surely have been a most disastrous fire, yesterday afternoon at 1 o'clock. They noticed the odor of burning wood, and, investigating, found that fire had already eaten its way through the floor and ceiling at a point midway the depth of the store.

At this point a chimney leads up from the cellar, and where it passes through to the second floor is where the flames broke out. The clerks chopped away the flooring and extinguished the flames with a hand chemical extinguisher. Meanwhile, a still alarm was sent to the Phoenix Chemicals and they responded, though with great difficulty. The ceiling was ripped out near the chimney and the smouldering joint sprayed. It is thought that the fire was due to the fact that the fire became overheated at that point, owing to the snow obstructing the chimney.

Had the fire gained any headway at all, it certainly would have raged through that whole block of wholesale houses, tenements and hotels from the Delaware, Lackawanna and Western crossing to Cliff street, with a freedom heated by the high wind which was blowing all day.

JANUARY DONATIONS.

Received by the Florence Crittenton Mission.
 Donations to the Florence Crittenton mission were made as follows, for the month of January, and grateful acknowledgment of same is hereby made by the management of that institution.

Mrs. H. C. Steadman, clothing, shoes; Mrs. Swan, clothing, shoes; Samuels market, cabbage, sweet potatoes, lettuce, squash, apples, bananas; Mr. Willard Miller, one barrel flour; Pierce's market, fish, sweet potatoes, celery, squash; Huntington's bakery, bread, cake; Zeidler's bakery, bread, cake; Mrs. A. D. Stelle, two tons coal; Lackawanna Iron and Steel company, five tons coal; Nizer's market, apples, beets; Midler & Peck, dishes; Mrs. Simon Rice, one-half dozen canned goods; Bonard's, fruit, one load wood; Mrs. L. R. Stelle, one dozen cans fruit; St. Hilda's guild, magazines; Fried, shoes and clothing; Lackawanna Dairy company, one quart milk daily; Conard's dairy, one quart milk daily; Anna C. Clark, medical supplies; Dr. Dea's medical services; South Side store; Marburger's market, meat; Mrs. Dehl, meat; Aylesworth's market, meat; Grace Reformed church, \$5; Mrs. E. H. Sturges, \$5; Green River Baptist church, \$1; Elm Park Episcopal league, \$2. One special want is gingham, plain blue seersucker preferred.

THAT DANCE AT SIEGEL'S.

First Annual Social of Hotel Keepers and Clerks' Association.
 The extremely bad weather of last night did not prevent the Hotelkeepers' and Clerks' association from conducting their first annual social at Siegel's dancing academy. The attendance was very large and it would have been had the weather been at all favorable, but those who did attend enjoyed the social immensely. Bauer's orchestra furnished the music for the twenty-four dance numbers on the programme.

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FINDING FOR PLAINTIFF IN OAKFORD-HACKLEY CASE.
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Her main charge is that her attorney, Hon. W. H. Jessup, was unfaithful to her interests and wrongfully advised her to accept the Oakford bid when higher and better bids were to be secured.

She also gave as one of her reasons for refusing to perform the lease that Dr. J. N. Rice was interested with Mr. Oakford in securing the land.

Dr. Rice had made efforts to secure the land from Mrs. Hackley's husband during the latter's lifetime, but as he was personally objectionable to Mrs. Hackley he could not make a bargain. Dr. Rice was objectionable to her, she says, for the same reasons that she was objectionable to her husband, and he could not have the tract at any price, with her consent, Judge Jessup and Mr. Oakford, she averred, knew this, but kept from her the fact that Dr. Rice was interested in the deal.

One of the grounds on which she bases the charge that her attorney, Judge Jessup, was unfaithful to her is the fact that his son, W. H. Jessup, was acting in connection with Mr. Oakford in the control of the land.

The case was begun in the local court and transferred to Mrs. Hackley's behalf to the United States court. It was heard last fall by Judge Buffington, who is reported to have been in favor of the plaintiff and James E. Burr and Colonel "Bob" Ingersoll for Mrs. Hackley. The hearing developed some lively exchanges between the opposing counsel, and almost precipitated a serious clash between Mr. Price and Colonel Ingersoll, the latter losing his temper and making a threatening advance when Mr. Price censured him for wantonly abusing Judge Jessup, and added: "But then, what is to be expected from Colonel Ingersoll, whose whole life has been devoted to raising rather than raising."

Judge Buffington finds that Mrs. Hackley's charges are not only untrue but unreasonable, and directs a specific performance of the contract. Below is given the meat of the opinion:

An examination of the proofs in this case shows a specific offer to lease a body of coal land to Mrs. Hackley. The acceptance of that offer in writing by the defendant and an authorization by her to her counsel to prepare a proper legal notification of the lease by the respondent's counsel and execution thereof to the plaintiff and refusal on the part of the defendant to execute the same in the form of the lease, and the refusal to execute in the ground that the agreement was made under a "mistake of fact," the conditions and essential prerequisites to jurisdiction and the entry of a decree for specific performance are shown to be established. The defendant's misapprehension of facts is established. Such misapprehension must, if it existed, have arisen in the case by reason of the facts and circumstances. Mrs. Hackley, the lessor, or Judge Jessup, her attorney, misinformed on the part of Oakford, the purchaser, is urged in three particulars.

PARTICULARS OF CHARGE.
 First—That in executing the lease by undue influence exercised and misconduct on the part of Judge Jessup by assisting him in the execution of the lease by associating Judge Jessup's son, W. H. Jessup, and thereby procuring a lease less favorable to Mrs. Hackley than otherwise would have been entered into if they had been fairly treated.

Second—That he concealed from Mrs. Hackley the fact that one J. N. Rice, who was a personal friend of Judge Jessup, was associated with him in the lease.

Third—That he represented to Mrs. Hackley that her relative, Jos. B. Dickson, was associated in the lease and thereby procured her consent.

The first contention is not sustained by the facts. It is shown that Mr. Oakford, who was a personal friend of Judge Jessup, did during the preliminary stages of the negotiations suggest to him that there might be an opportunity to give him to take an interest in the lease, but this offer or suggestion was, as a proper thing should have been, declined by Judge Jessup. It is also shown that the fact that Mr. Oakford did not disclose Dr. Rice's connection with or interest in the proposed lease, cannot, as a matter of fact, be held to constitute a fraud or a breach of duty on the part of Judge Jessup. There is no evidence whatever that he knew Dr. Rice was disinterested in the lease, and it is not to be held that he had no knowledge of the fact that he was objectionable to Mrs. Hackley or her deceased husband.

It is also shown that there was no fraud or that he feared if he made the application for the lease to Judge Jessup he would not receive a fair treatment as other bidders, and knowing that Mr. Oakford was friendly with Judge Jessup he procured him to negotiate the lease.

As to the second contention of Dickson's interest in the lease, the proof does not fall to show that any allegations in regard to such interest induced any action by Mrs. Hackley. They show that no allegations of such interest were made in the lease was known to Mrs. Hackley on November 8, when by endorsement on Oakford's offer she agreed to the giving of the lease. If, therefore, such interest was and was of no effect in leading her to an agreement to give the lease.

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After a careful consideration of these proofs we have reached the conclusion that there is nothing which in any way impugns the integrity of Judge Jessup in the leasing of this land, and we are of opinion he acted honestly and in perfect good faith. That a mistake may have occurred may be conceded, that it may be possible that if other bidders knew what Oakford had offered they would have bid more, but it is not such case, these facts were not occasioned by any lack of good will or integrity on the part of Judge Jessup. In the first place he made an effort to secure all possible lessees. He notified the Dutch company. He interviewed Mr. Jermyn, Mr. Connell, Mr. Clark, and Mr. S. Kummerer, of Mauch Chunk. None of these men are called to contradict him. The lessee who was offered the borings and Judge Jessup says "I explained to him that Mrs. Hackley had accepted a bid of forty cents a ton for the leasing of the Dutch company. The alleged trouble or impropriety is said to have arisen in what Judge Jessup said to Mr. Sturges. The allegation is that Judge Jessup concealed the fact that a forty-cent royalty was all Mrs. Hackley wanted and that if the Dolph Coal company would bid that amount they would secure the lease. Judge Jessup's version of the negotiations is as follows:

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 As to the third contention of Dickson's interest in the lease, the proof does not fall to show that any allegations in regard to such interest induced any action by Mrs. Hackley. They show that no allegations of such interest were made in the lease was known to Mrs. Hackley on November 8, when by endorsement on Oakford's offer she agreed to the giving of the lease. If, therefore, such interest was and was of no effect in leading her to an agreement to give the lease.

Turning now to the charge of Judge Jessup's alleged fraud in the conduct of the negotiation for the lease, it is made that in making of the lease he was unfaithful to the interest of his client and that either willfully or carelessly failed to secure for her a higher royalty for her coal than Mr. Oakford's offer. This charge is a serious one, affecting as it does the integrity of a member of the bar, of long standing, who has enjoyed the confidence of his fellow men. It is a charge that should not be lightly or advisedly made and which should not be found by a court to be true, except upon clear and convincing proof.

SCRANTON CITIZENS ARE VINDICATED

FINDING FOR PLAINTIFF IN OAKFORD-HACKLEY CASE.
Famous Suit Involving the Control of a Valuable Tract of Coal Land Is Decided by Judge Buffington in the United States District Court. Charges of Fraud and Deceit Made by Mrs. Hackley Against Judge Jessup and Major Oakford Are Declared to Be 'Groundless.'

The opinion in the big coal lease case of James W. Oakford against Mrs. Frances A. Hackley was yesterday transmitted by Judge Buffington, of the United States district court. He decides in favor of the plaintiff.

The bill was brought by Mr. Oakford to enforce the specific performance of a lease for the one hundred and fifty acre Bell tract of coal land at Winton, which Mrs. Hackley agreed to make at them after her husband, James W. Oakford, died. Judge Jessup, under power of attorney, submitted it to her, she refused to sign, alleging that she had been induced to make the agreement "by fraud, deceit and the suppression of facts."

Her main charge is that her attorney, Hon. W. H. Jessup, was unfaithful to her interests and wrongfully advised her to accept the Oakford bid when higher and better bids were to be secured.

She also gave as one of her reasons for refusing to perform the lease that Dr. J. N. Rice was interested with Mr. Oakford in securing the land.

Dr. Rice had made efforts to secure the land from Mrs. Hackley's husband during the latter's lifetime, but as he was personally objectionable to Mrs. Hackley he could not make a bargain. Dr. Rice was objectionable to her, she says, for the same reasons that she was objectionable to her husband, and he could not have the tract at any price, with her consent, Judge Jessup and Mr. Oakford, she averred, knew this, but kept from her the fact that Dr. Rice was interested in the deal.

One of the grounds on which she bases the charge that her attorney, Judge Jessup, was unfaithful to her is the fact that his son, W. H. Jessup, was acting in connection with Mr. Oakford in the control of the land.

The case was begun in the local court and transferred to Mrs. Hackley's behalf to the United States court. It was heard last fall by Judge Buffington, who is reported to have been in favor of the plaintiff and James E. Burr and Colonel "Bob" Ingersoll for Mrs. Hackley. The hearing developed some lively exchanges between the opposing counsel, and almost precipitated a serious clash between Mr. Price and Colonel Ingersoll, the latter losing his temper and making a threatening advance when Mr. Price censured him for wantonly abusing Judge Jessup, and added: "But then, what is to be expected from Colonel Ingersoll, whose whole life has been devoted to raising rather than raising."

Judge Buffington finds that Mrs. Hackley's charges are not only untrue but unreasonable, and directs a specific performance of the contract. Below is given the meat of the opinion: