

THE MODERN HARDWARE STORE.

Wringing Clothes

Is by no means an easy task—with a poor wringer it's drudgery.

Buy your wringer here and we will guarantee it to give satisfaction. Rolls are composed of pure hard rubber, warranted.

Ball bearing parts. Prices

\$1.50 to \$6.50

Foot & Shear Co.
119 N. Washington Ave

L. R. D. & M.

AT ALL SEASONS

Shoes are one of the most important items of dress at any time of the year, and especially so now that we are certain to have changeable weather. For style, price and quality we care. We know we can please you.

LEWIS, RUDDY, DAVIES & MURPHY
330 Lackawanna Avenue.

Lackawanna

THE LAUNDRY

WEATHER YESTERDAY.

Local data for Jan. 14, 1901:

Highest temperature 57 degrees
Lowest temperature 19 degrees
Humidity 90 per cent.
S. by E. wind, 10 to 15 m. p. m.
Snowfall, 24 hours ending 8 p. m., trace.

PERSONAL.

C. H. Von Storch, of North Main avenue, has returned from a short trip to Montana.

Mr. and Mrs. F. E. Strickland, of this city, registered at Hotel Miramar, Pasadena, Cal.

Mr. Brewer, of Gilbertville, N. Y., is a guest of his sister, Mrs. H. B. Harbison, of Putnam street.

Mrs. Peter Rowley, of 622 North Washington avenue, who has been seriously ill for the past few weeks, is convalescent.

Wade M. Elm, who has just completed one of the finest residences in the North End, expects to move into it in a few weeks.

The Misses Barbara Bateman and Barbara Stoll, of Hazleton, are the guests of Mr. and Mrs. John Spitzer, of Allentown avenue.

Mr. and Mrs. W. S. Hildner, of Jefferson avenue, will soon move to Dalton, where they will permanently reside in their summer home.

Prof. Hoffmeister, of the Pennsylvania Conservatory of Music, will give an organ recital in the Providence Presbyterian church on the evening of Feb. 7.

George MacDonald, formerly of Scranton, has just returned from Venezuela, where he has been engaged in promoting industrial enterprises. Mr. MacDonald's headquarters are at present in New York city.

Mayor James Blair is in Harrisburg, where he attended yesterday the meeting of the state preliminary caucus held for the purpose of selecting a representative to cast the vote of Pennsylvania at the meeting of the electoral college.

Among the Scrantonians who went to Harrisburg yesterday were: Major T. E. Penman, Colonel E. H. Ripple, ex-Mayor W. L. Connel, Councilman Daniel W. Vaughan, Attorney George M. Watson, Hon. John R. Parr, Deputy Sheriff H. F. Fisher, County Commissioner John Currier, Representative Schaefer, ex-County Treasurer M. J. Kelly, Hon. Patrick Phillips, George W. Hildner, Milton W. Lowry, Dr. W. A. Paine, Colonel George Hill-Cook, Hon. P. F. Tullin and Mr. Scott.

MARIE ANTONIETTE FETE.

Preliminary Arrangements for It Well Under Way.

The preliminary arrangements for the Marie Antoniette fete to be given Feb. 6, 7, 8 and 9, were made last night in the Board of Trade building, where all rehearsals are to be held. Miss Margaret McL. Eager, who will train the participants, arrived yesterday and was present last night.

Miss Eager is very handsome and attractive in manner. She speedily interested all the young people who came out and gave some rehearsals during the evening. Many of the choruses were present and while the dances are not all arranged as yet there was promise of great enthusiasm. As has been stated the entertainment will be quite a degree below the idea of the famous Marie Antoniette fete in the Petit Trianon in honor of the Grand Duke and Duchess of Russia. The royal personages and the Court of Louis XVI. will be represented on the Lyceum stage and the dances of nations with the magical illuminations there employed will be given.

The afternoon entertainments will be given by the children in the Pied Piper of Hamelin in the story so well told by Browning. The children are requested to come to rehearsal this afternoon at 4 o'clock promptly.

The Best Cold Cure

is one you can take without interruption to business. One that does not effect the head or hearing like the continued use of quinine. One that cures speedily and leaves you feeling fresh and clear-headed. Such a one is Krause's Cold Cure. Price 25c. Sold by Matthews Bros.

DIED.

LOWRY—Merrill Lowry, of Greenfield, age 48 years. Funeral at 10:30 a. m. Tuesday at 2 o'clock.

MANY CASES WENT OVER

COMMON PLEAS LIST FOR THE WEEK PARED DOWN.

Titles of the Cases That Were Continued—Only Two Cases Were Put on Trial Yesterday—Grand Jury Spent the Day Investigating the Charges Against Magistrates.

Mrs. Malvina Hurn Has Filed an Answer Denying the Charges Made in Her Husband's Divorce Petition.

The January term of common pleas court began yesterday morning and of the thirty-five cases in this week's list, sixteen were continued. They are: Continental Trust company against William H. Winton, set. fa.; Annie L. Ross against R. M. Ruland, ejectment; Owen Donnelly against I. Hagen & Son, interpleader; Bridget Gray and others against Mary McCormack and others, ejectment; T. H. Spruick and others against William Kinback and others, replevin; DeWitt C. Gibbs against W. L. Knapp and others, trespass; James Kelley against city of Scranton, trespass; Michael J. Toole against city of Scranton, appeal; C. E. Hall and others against the Scranton Railway company, trespass; John Schuber against city of Scranton, trespass; Julia Coglin against city of Scranton and A. B. Dunning, trespass; E. B. Huntington against J. D. Williams, replevin; R. E. Wilcox against Supreme convalesc of Improved Order of Heptasoph, assumpsit; city of Scranton against Amari Reynolds, set. fa.; Thomas J. Shotten, trustee, against John Kerrigan, appeal; P. P. Carter against Ridge Turpik company, ejectment.

The case of Bertha Siebonhoar against E. Schimpf, an appeal, was referred, and the case of E. T. Davis and others against the Scranton Railway company was struck off the list. Only two cases were put on trial yesterday. Judge H. M. Edwards is presiding in the main court room, and before him was called the case of O. M. Fletcher against W. W. Williams. The latter hired Fletcher to do some carpenter work and the plaintiff claims \$20,000. The defendant paid him only \$1 a day, and the suit is to recover an additional \$1 for each of the seventeen days he worked. The case went to the jury at 4 o'clock and court adjourned for the day.

In No. 2, before Judge John P. Kelly, the case of George Cooper against the city of Scranton is being tried. Cooper claims damages for injury done to a property at Eighth and Linden street, owned by him, which he alleges was destroyed or destroyed in part by the construction of a sewer by the city. The case was tried at the November term and a non suit granted. The non suit was subsequently stricken off and the case is again on trial. It will be resumed after court opens this morning.

Non-Suit Will Remain.

Judge Edwards handed down an opinion yesterday in the case of Thomas and Maria Davis against Susan Spencer, Frank Spencer, Ambrose Spencer and Charles Spencer, rule to take off non-suit. The judge refuses to disturb the non-suit.

Owen Davis, a young man over twenty-one years of age, while at work in the Spencer iron mill, at Green Ridge, on March 29, 1898, was killed by the bursting of a fly-wheel. The plaintiffs, the parents of the young man, brought suit for recovery of damages. When the evidence on part of plaintiffs was closed, a motion was made for a compulsory non-suit and the motion was allowed. Three reasons for a non-suit were assigned: (1) That there was no such evidence of negligence as to warrant a recovery; (2) That Owen Davis was guilty of contributory negligence; (3) That there was no competent evidence to submit to the jury as to the measure of damages.

The non-suit was allowed mainly on the first ground, that is, respecting the evidence with reference to the negligence of the defendants, the judge says:

The only defect in the absence of the second one. Did this cause the accident? This is the question. Was there any evidence which ought to go to the jury on which it could have a reasonable conclusion? Does not the inquiry remain in the realm of conjecture pure and simple? An attempt was made by the plaintiffs to answer the question. It was with some hesitation we ruled that the witnesses were competent. Hypothetical questions were asked, and were excluded because they did not include the facts as testified to, nor did they include all the facts. We do not see how any jury could ascertain fairly the cause of the accident in this case. We, therefore, think the evidence falls far short of showing actionable negligence on the part of the owner of the mill.

The law of negligence is so well established by repeated adjudications that we do not deem it necessary to make any citations. The only difficulty in negligence cases is in the application of well settled principles to the varying facts of each case as they come before us from the testimony.

The constitution of the contributory negligence of the deceased is a close one. Considering the nature of his employment and under all the evidence, we were of the opinion at the time of the trial that it was proper instructions to the jury that if the jury were of the same opinion. As to evidence relating to the measure of damages there was sufficient evidence to go to the jury.

The rule to take off the non-suit is discharged and an exception noted for the plaintiffs.

For Councilman, Ninth Ward.

I hereby announce myself a candidate for the Republican nomination for common council in the Ninth ward, subject to the Crawford county rules. I respectfully ask my friends to kindly assist me at the coming primary election. Should I be elected, I will serve the taxpayers and citizens to the best of my ability.

Peter N. Haan.

Mrs. Hurn Files Her Answer.

Mrs. Malvina Hurn yesterday filed her answer to the charges made against her by her husband, John Hurn, of Eynon street, in his application for a divorce filed on Dec. 1 last. Mrs. Hurn says they were married Feb. 12, 1876. She denies having beat or attempted to poison him or used indecent language or treating him as he alleged in his libel. She also denies that she indulges in intoxicating drinks habitually or that she ever hit him or pulled his hair.

She says she has continued to live with her since they began the divorce proceedings; that he at times beat her until she was black and blue and that in consequence of one of his beatings she had a miscarriage. He was very angry when she gave birth to a child and did not look at it until it was six months old. The child is now four years of age.

A rule was granted to show cause why Hurn should not pay his wife alimony and counsel fees and David Landau was appointed a commissioner to take testimony. The case will be heard at the next term of argument court.

Investigating Magistrates.

The grand jury spent all of yesterday investigating the charges made

VIADUCT CAN BE ERECTED

JUDGE KELLY HAS DISMISSED BILL IN EQUITY.

He Decides That the Fact That Damage Will Be Done to Properties by the Construction of the Viaduct Does Not Make These Damages at This Time a Debt Against the City—Reversed Himself with Reference to the Two Per Cent. Debt Limit.

Judge John P. Kelly handed down his opinion yesterday in the viaduct equity case. He directed that the bill filed by Luther Keller to restrain the building of the viaduct be dismissed and left the road clear for the erection of the viaduct. An appeal will at once be taken to the supreme court.

In his opinion the judge reverses the ruling he made during the hearing with reference to the two per cent. limit of indebtedness. At the hearing he ruled that a debt created by the people could not be included in a statement of the city's debt for the purpose of ascertaining whether or not councils had reached the two per cent. limit beyond which the law says councils cannot go without appealing to the people. In his opinion he has taken the opposite view of this proposition.

He also decides that the fact that damage will be done to properties by the erection of the viaduct does not cause these damages to be a debt against the city at this time in the way of which was decreed by the previous constitution. This brushes out of the way the great obstacle to the erection of the viaduct.

The opinion is an exhaustive one of twenty-five pages which goes over the entire case in detail. In his opinion the judge gives the following findings of law:

FINDINGS OF FACT.

1. The city of Scranton has no right to increase its present indebtedness without first obtaining the consent of the electors.

2. The city of Scranton is not liable for the construction of the viaduct and the contract to be let in pursuance thereof, if the city becomes liable to pay such damages, if any, as may be finally ascertained by a court of law, to be due to the adjoining property owners.

3. Under the terms of the ordinance and the construction contract therein provided for, the city of Scranton assumes no liability for the cost of the construction of the viaduct.

4. The incurring of this liability for damage to the property owners is not the creation of a debt or the incurring of an indebtedness within the meaning of Section 8, Article IX, of the Constitution of Pennsylvania.

5. In ascertaining the present indebtedness of the city of Scranton, the value of the property of the city, the value of the property of the electors and part of which was incurred by the action of the municipal authorities alone, the municipal authorities cannot further increase the debt without first obtaining the consent of the electors.

6. The ordinance providing for the construction of the viaduct does not contain more than one subject.

7. The subject of the ordinance is expressed with sufficient clarity in the title.

8. The plaintiff is not at this time entitled to have security tendered to him for compensation for injury which may be done to his property by the construction of the viaduct.

9. The city had a legal right to leave the matter of detail, plans and specifications to be made by the city engineer, and they were not to constitute an unlawful delegation of legislative power.

10. The ordinance is legal and valid.

PROPOSITIONS OF LAW.

In addition to these findings, I have been requested by counsel for the defendants to find the following propositions of law:

1. The claims of the property owners against the city of Scranton for damages to their properties by the construction of the viaduct are claims for unliquidated damages, and are not debts or indebtedness within the meaning of Section 8 of Article IX of the Constitution of Pennsylvania.

2. The construction of the viaduct under the provisions of the ordinance of November 27, 1898, and the contract therein provided for, will not increase the indebtedness of the city of Scranton beyond the limit allowed by Section 8 of Article IX of the Constitution of Pennsylvania.

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WANT TO HAVE THE BALLOTS COUNTED

Application to Court for a Writ of Mandamus in the Minooka Primary Election Squabble.

Attorneys John P. Quinnan and M. F. Conry yesterday applied to the court for a writ of mandamus to compel the men who on Friday last conducted the Democratic primary election in the Minooka district of Lackawanna township to count the votes cast and make return thereon to the end that it may be known who were nominated.

At Friday's primaries there was a fierce fight between the Coyne and anti-Coyne factions, each striving to nominate their candidates. The Coyne candidates were: For supervisor, J. J. Lowry; for assessor, James Nallin; for school director, John Joyce; for treasurer, John G. Jennings. The anti-Coyne ticket was as follows: For supervisor, Patrick Higgins; for assessor, William Buckley; for school director, Patrick Philbin; for treasurer, Patrick Morgan.

So fierce was Friday's battle that blows were struck and the building was almost wrecked. The anti-Coyne faction say they won a complete victory, but they board is largely made up of Coyne men. According to the representations made in court yesterday by attorneys Quinnan and Conry the board turned the ballot box over to Justice of the Peace Michael O'Neill and has since refused to count the vote.

Judge H. M. Edwards, to whom the application for the writ of mandamus was made, said he knew of no authority that would warrant him in issuing the writ asked for. The court did not have power, he said, against primary election officers. If the attorneys could show him any authorities that would lead him to take a different view of the matter he said he would be pleased to hear from them this morning.

For Councilman, Ninth Ward.

I hereby announce myself a candidate for the Republican nomination for common council in the Ninth ward, subject to the Crawford county rules. I respectfully ask my friends to kindly assist me at the coming primary election. Should I be elected, I will serve the taxpayers and citizens to the best of my ability.

Peter N. Haan.

SPECIALS

Fresh Sugar Corn

Meadow Brand, 8c can, 90c dozen
Royalty Brand, 9c can, \$1.00 dozen
Hubbard Brand, 10c can, \$1.10 dozen
Coursen's Garden Brand, 12c can, \$1.40 dozen
Coursen's Sweet Blossom, 13c can, \$1.50 dozen

Succotash

Honey Dew, 12c; value 15c.
Sweet Blossom, 10c; value 15c.
Dinner Party, 15c; value 18c.

Sugar Beets

Dinner Party, 3 lb can 15c; value 20c.
Fresh Green Limas, 14c.
Porter's Lima Tomatoes, 10c; value 15c, 49 ounce cans.

E. G. Coursen
429 LACKAWANNA AVENUE.

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HIS SKULL FRACTURED.

Edward Levick, of Duryea, the Victim of a Brutal Assault.

Edward Levick, a contractor living in Duryea, was the victim of an outrageous assault at the hands of four Polanders on Sunday afternoon at 5 o'clock, and as a consequence he lies at the point of death.

The Polanders claimed that Levick owed them money, which they could not collect and they set upon him on the street Sunday afternoon and beat him unmercifully. One of the men struck him over the head with an iron bar, fracturing his skull. He was removed to his home where he was attended by Dr. Baker, who reports his condition as very serious.

The four men escaped but one of them, whose name could not be learned, was captured yesterday and was committed without bail to the Luzerne county jail by Squire Gilboy.

FUNERAL OF M. J. ANDREWS.

Held from Family Residence Yesterday Afternoon.

The funeral of Morris J. Andrews was held from his late residence at 105 Mulberry street yesterday at 2:30 p. m. Rev. Dr. Rogers Israel, of St. Luke's church, was the officiating clergyman. Among the many beautiful floral tributes was a magnificent piffon from the employees of the Dickson machine shop.

The pallbearers were: Frederick Price, A. J. Marvin, William Coleman and John Broadbent. The body was taken to Danville, N. Y., for interment.

STRIKE MUST BE DECLARED OFF

Resolution Passed by the Master Carpenters Last Night.

At a meeting of the Master Carpenters of the city, held last night, in answer to a communication from the carpenters' unions, Nos. 484 and 563, of this city, asking for a joint conference, the Master Carpenters adopted the following:

Resolved, That Unions No. 484 and 563 be notified that the Master Carpenters' association declines the strike to be declared, before any more shall be made leading towards a conference.

TWELVE LINEMEN STRIKE.

They Demand an Increase of Twenty-Five Cents a Day.

Twelve linemen employed by the Central Pennsylvania Telephone company struck yesterday for an increase of twenty-five cents a day.

Resolved, That Unions No. 484 and 563 be notified that the Master Carpenters' association declines the strike to be declared, before any more shall be made leading towards a conference.

WHOLESALE LIQUOR DEALERS.

of wages from \$2.25 to \$2.50 a day. Their demands were refused by the management and at last accounts they were still out.

General Manager Bailey could not be found last night by a Tribune man, for the company's version of the trouble could not be learned, everyone asked telling the reporter to "See Mr. Bailey."

THE BOSS OF THE SENATE.

Hanna Has No Particular Weight in Senate Councils

L. A. Coeidge in Ainslie's.

The political manager of the senate is Aldrich, of Rhode Island. He is the strategist to whom all Republicans look for guidance. The Democrats have nobody to act as leader in the same way that Aldrich acts for the Republicans. Gorman, of Maryland, was the Democratic leader while he was in the senate, and the men who have had wonderful success in leadership outside have followed here. Mark Hanna has influence because he is chairman of the Republican national committee and because he is supposed at times to express the preferences of the administration. But aside from this he has no particular weight in the senate councils. The men who decide on policies and measures and determine what shall be pushed to the front, and what passed over, are men who have grown accustomed to the peculiar senate atmosphere, and who understand the intricate ways of legislation. Aldrich is a prince among these. Others are Allison, Platt, Chandler, Lodge, McMillan and Carter.

Y. W. C. A. NOTES.

Mrs. Fisenfeld will be ready to resume work with the literature class this evening. The class is studying "Last Days of Pompeii," and all girls are invited to come in and join in the study.

The Bible classes have resumed, one meeting Monday evening at 7:30 and one on Friday at 12:30.

Mrs. H. J. Hall, of 381 Madison avenue, has recently been elected treasurer of the association.

The girls' literary club had a very interesting session last Friday afternoon. They will meet again on Friday of this week at 4 o'clock, and the waitress course will be continued.

LETTERS FROM THE PEOPLE.

[Under this heading short letters of interest will be published when accompanied, for publication, by the writer's name. The Tribune does not assume responsibility for opinions here expressed.]

He Has a License.

Editor of The Tribune—

Sir: In the first returns of the present grand jury a true bill is returned against Anthony Peterson for selling liquor without a license. Some one who was present before the grand jury as witness must have done some good swearing, because Anthony Peterson, the man indicted, has a license which was recorded and taken out in May, 1900, which the records of the court will show.

Yours truly,
Richard Barton,
Constable First ward, Dickson City.

A LONG DISTANCE TELEPHONE

The greatest commercial economist in the world today. Compared to any necessary investment in business, the profit from a TELEPHONE is incalculable. Residence and Commercial rates at a moderate cost.

CENTRAL PENNSYLVANIA TELEPHONE AND SUPPLY CO.
Manager's office, 117 Adams avenue.

WILLIAM MASON

Doctor of Music, the Dean of American Pianoforte Teachers, and a musician whose knowledge of his chosen instrument is comprehensive, writes as follows regarding this:

"While capable of causing and pathetic tenderness, it is also unfeeling under bravura passages, and in this respect it approaches the nature of a Grand Pianoforte."

"It is an instrument for the musically intelligent, especially for those who know a Grand Pianoforte is for any reason desirable."

We delight in showing the Mason & Hamlin Upright, and the Baby Grand, to all persons appreciating an absolutely artistic piano.

Mason & Hamlin Pianoforte

"Mason & Hamlin Co.,
"Gentlemen: The Upright Pianoforte which I recently purchased of you is a constant source of delight to me. It is beautifully toned and delicately responsive action, as in such admirable adjustment as to induce a musical idea on the part of the player and even suggest musical ideas to the composer."

We design in showing the Mason & Hamlin Upright, and the Baby Grand, to all persons appreciating an absolutely artistic piano.

L. B. POWELL & CO.,

131-133 Washington Ave.

Pierce's Market, Penn Avenue

We make a specialty of fancy Caviary Butter and strictly fresh eggs—and the price is as low as first class goods can be sold at.

We do not have any special sales or leaders but at all times carry as complete a line of Market Goods, Fancy Groceries and Table Dainties as can be found in the largest New York or Philadelphia Markets which we sell at right prices.

W. H. Pierce,
12 Lackawanna Ave., 119, 121, 114 Penn Ave.
Prompt delivery.

Three Reasons

Why you should patronize us:
First—We are a thoroughly reliable and responsible firm.
Second—We Give you the best quality.
Third—Our prices are the lowest.

CASEY BROTHERS,

Wholesale Liquor Dealers, 216 Lackawanna Ave.

of wages from \$2.25 to \$2.50 a day. Their demands were refused by the management and at last accounts they were still out.

General Manager Bailey could not be found last night by a Tribune man, for the company's version of the trouble could not be learned, everyone asked telling the reporter to "See Mr. Bailey."

Dressy Gloves for Dressy Men

If you would be a dressy man your gloves must be as correct in shade as make as any article wardrobe. Ours are just the proper thing.

CONRAD'S

305 Lackawanna Avenue

GREAT BARGAIN SALE

Alaska Seal Jacket, \$25;
now \$175.00
Persian Lamb "Bannanitic" collar and reverse, \$190; now \$125.00
Persian Lamb Jacket, \$75.00; now 65.00
Mink Cape, 50 in. deep, \$800; now 150.00
Mink Cape, 39 inch deep, \$824; now 50.00
Martin Cape, 20 inch deep, \$54; now 55.00
Martin Cape, 27 inch deep, \$61; now 45.00
Beaver Cape, 27 inch deep, \$74; now 50.00
Electric Seal, Martin trimmed, 30 inch deep, \$15; now 27.00
Electric Seal, plain, \$30; now 25.00
Electric Seal, plain, \$25; now 20.00
Electric Seal, plain, \$20; now 15.00
All cloth Caps, Coats and Suits at greatly reduced prices.

F. L. Crane,

324 Lackawanna Ave.
Raw Furs Bought. Furs Repaired.

The Popular House Furnishing Store.

A Self-Basting Roaster

puts an end to the element of chance in properly preparing the fowl—the roast. With the SAVORY SEAMLESS ROASTING PAN the success of a dinner rests solely with the quality of meat, and the oven temperature. Two sizes, \$1.00 and \$1.50. Make a note of this on your shopping list.

Foot & Fuller Co.
Meats Building.

January Clean Sweep Sale.

Remarkable Values in Dinner Sets

All the Odds and Ends in our stock have been marked to prices that should clean them up quickly. Some sets are SLIGHTLY IMPERFECT—some have a piece or two missing—others a piece clipped. Other sets only one or two of a kind. Those and other reasons make them odds and ends. But for every piece that's missing—for every piece that's clipped we cut a good sized piece off the price. Dishes are hard to keep perfect anyway, so better look them over.

CREDIT YOU? CERTAINLY!

THE ECONOMY

221-223-225-227 Wyoming Ave.