Dier Complains He Cannot Have Fair Trial Here

Appeal for Change of Venue in $5,000,000 Failure Case Backed by 437 Affidavits Charging Guilt

Hearing Fixed October 17

Alexander & Co., Brokers, Declared Bankrupts With Liabilities of $60,000

Attorneys for Elmore D. Dier, indicted senior partner of the bankrupt stock brokerage firm of E. D. Dier & Co., which failed last February for about $5,000,000, served upon District Attorney Banton yesterday papers in the motion for a change of venue on the ground of prejudiced public opinion. The motion is returnable before Justice Marsh in Part I of the Supreme Court on October 17.

Some time before the service of these papers a whole library of affidavits, numbering 437 all told, had been filed at the Criminal Courts Building by Dier's attorneys. All of them, it was stated, recite that Elmore D. Dier is guilty of the crime of bucketing orders for the purchase and sale of stocks, in the opinions of the affiants. The affidavits were not filed for the purpose of hastening the dentist-broker's conviction, but rather to show that he cannot get a fair trial in New York County in the present state of public mind.

The affidavits, the defendant's lawyers explained, were obtained from 437 persons who were approached at random among the population of the city. They were obtained after 2,520 residents in the town had been interviewed by a staff of assistants sent out by the bankrupt's attorneys, it was further explained.

Press Comment Also Filed

Included in the volumes filed are five books of photostatic copies of newspaper articles written on the Dier case from the time of the bankruptcy last February, down to the time of the indictment. The 437 affidavits are bound up in volumes, each affidavit taking up five typewritten pages, six volumes in all, the volumes about an inch and a half thick.

Three creditors with claims for services rendered filed a petition in bankruptcy against Alexander & Co., stock brokers at 7 Wall Street, yesterday. The firm consists of James J. Morrow jr. and Paul Alexander. The petition in bankruptcy sets forth the liabilities as $60,000 and the assets at $5,000.

The claims are: Lavinia Markham, $200; Gertrude A. Wein, $100, and Ruby Benjamin, $232.

An investigator from the District Attorney's office reported back that the telephone message had been sent by some one who overheard the employees discussing their failure to be paid off. The firm, which was a small one with only seven employees, belonged to the Consolidated Exchange. No complaint had been received, Mr. Schreiber concluded, against the firm.

After the announcement of the Alexander bankruptcy Benjamin F. Schreiber, Assistant District Attorney, informed reporters that some one had telephoned to him Friday night that when an attempt had been made to draw money from the bank for the pay roll the bank stated that the account had been withdrawn. The telephone informer said he was a bookkeeper for Alexander & Co.

Alice H. Moran Is Receiver

Judge Learned Hand appointed Alice H. Moran receiver, under a $2,000 bond.

Saul S. Myers, attorney for Louis B. Wehle, receiver for Mosher & Wallace, stock brokers, some of whose creditors have been protesting at the delay in winding up its affairs, sent out on Friday notices of hearings on reclamation claims of creditors who are seeking to recover specific securities. The hearings will begin on October 19 before Referee Peter B. Olney jr., 68 William Street. The notice also states that a report will be filed asking that a first dividend of 25 per cent be declared and paid at once.

The trustee in bankruptcy has about $142,000 in hand, it is stated, and securities worth about $15,000.

Judge Gary's Hen House Cleaned Out by Thief

One hen house is the same as another to a Long Island chicken thief. Sheriff Smith of Nassau County was told yesterday that on Friday night the Jericho hennery of Elbert H. Gary, chairman of the board of directors of the United States Steel Corporation, was robbed of 150 fine specimens of Leghorn fowl.

The thief went about his work thoroughly and noiselessly, and left no clew. Mr. Gary has offered $100 reward for the arrest of thief or thieves.

Publisher Liable to Action on Charge of Contract Breaking

Head of F. M. Lupton, Inc., Must Answer Suit; Alleged to Have Caused McClure to Disregard Agreement

Justice McCook, of the Supreme Court, has decided that Charles M. Campbell has a cause of action in his suit to recover $660,000 from Moody B. Gates, president of F. M. Lupton, Inc., publisher for the alleged action of the defendant in causing S. S. McClure, also a publisher, to break a contract to establish a new magazine.

Mr. Campbell was to be the business manager of the new magazine and Mr. McClure, the editor. The proposed publication was "designed to appeal to the intelligent interest of American citizens in attempting to solve many of the public questions of to-day, including such questions as the improvement of the present educational system, municipal government, international relations, the distribution of commodities, studies of longevity," and other matters.

Mr. Campbell complains after entering into an agreement with Mr. McClure in June, 1921, under which they were to co-operate in the establishment and conduct of the magazine and Mr. Campbell was to raise $50,000 capital, Mr. Gates "maliciously induced, persuaded and procured the said McClure to violate, repudiate and break his said agreement, and persuaded him to enter the employ of the McClure Publication Company, or some other corporation as editor-in-chief."

Mr. Campbell figures his damages as follows: $500,000 damages, $100,000 because he was deprived of "the skilled service, co-operation and association of the said McClure"; $50,000 for being deprived of his employment as business manager of the proposed magazine and $10,000 spent in carrying out his part of the agreement.

Counsel for Mr. Gates asked Justice McCook to dismiss the complaint on the ground that Mr. Campbell had failed to make out a cause of action and, further, on the ground that even if the defendant did induce Mr. McClure to break his contractural relations, he could not be held liable. Justice McCook decided there is authority for holding that a person, although not a party to a contract, who uses wrongful means to induce one party to break the contract, can be held liable.

$3 DOWN Vacuum Cleaner EXPOSITION

Showing 21 different makes

Complete choice without shopping around town. For cash or on very easy payment plan.

$29 up

FREE *In order to test results of this ad, we simply ask you to clip it out now and present at our stores within 10 days and we will give you free a pair of sterling silver pepper and salt shakers with purchase of any cleaner.—Tribune, Oct. 8.*

VACUUM CLEANER SPECIALTY CO
111 WEST 42nd ST. Bet. Sixth & B'way. | BOOTH 20, HUDSON TERMINAL BLDG.
Brooklyn Store, 412 FULTON ST. (Upstairs)
Same Block with Abraham & Straus

Man Kills Self After Taking Woman He Shot to Hospital

Jilted Suitor Wounds Father and Daughter When She Refuses to Leave Husband, Then Seeks Medical Aid

A camp Dix jitney drove up to the Mercer County Hospital, at Trenton, N. J., yesterday morning, and Charles M. Shinn, twenty-four years old, a textile worker of Philadelphia, helped the hospital attendants to lift from it the unconscious form of Mrs. Joseph Matthews, of Cookstown. The woman had been shot three times.

After the hospital authorities had taken charge of Mrs. Matthews, Shinn started for the hospital entrance. In the main hall, he stopped and drew from a hip pocket a .32 calibre revolver. In the hearing of several attendants, he said, "this gun has got me into a lot of trouble to-day. I might as well make a good job of it," and placing the barrel against his right temple, before the startled hospital aids could reach him, he pulled the trigger three times. He died two hours later.

Meanwhile, at the Cookstown home of Mrs. Matthews, Joseph Matthews, sr., her father-in-law, was being treated for a pistol bullet in the right shoulder, also inflicted by Shinn. His injuries were not serious. Mrs. Matthews' condition is critical.

The Trenton police began an investigation, and later in the day issued a statement in which they said that Shinn and the younger Matthews had been rivals for the injured woman's affections. Matthews jr. was a soldier, and he was the successful rival. The couple were married at Bristol, Pa., two years ago, and Mrs. Matthews went to Cookstown to live with her husband's family.

Matthews remained in the army, and was later convicted of a breach of military regulations, for which he was sentenced to serve eighteen months at Fort Leavenworth. After this, the police say, Mrs. Matthews left her home, and went to Philadelphia, where she again fell in with Shinn.

Matthews finished his term and returned to Cookstown to find his wife gone. He went at once to Philadelphia and persuaded her to return. They went back to Cookstown together a few days ago.

Shinn and Charles H. Cliver, who worked with him at the Newton Primrose textile mill, started for Cookstown together yesterday. Cliver told the police that he had refused to go beyond Wrightstown, fearing trouble. Shinn had gone on.

At the Matthews home Shinn asked Mrs. Matthews if she would remain with her husband or return with him to Philadelphia. She replied that she was satisfied to stay. The elder Matthews intervened and ordered Shinn to leave. The men quarreled and then fought up and down the yard of the Matthews home, while Mrs. Matthews tried to separate them. Matthews jr. was not at the house.

At last Shinn drew his revolver and shot Matthews; then he turned the pistol on the woman. After he had done the shooting Shinn carried the woman to the jitney, driven by Samuel Goodrich, which had brought Shinn from Wrightstown to the Mattews home, and ordered Goodrich to drive to Trenton. Goodrich is being held by the Trenton police.

Justice Tompkins Refuses to Accept Stillman Decision

Attorneys Rebuked for Taking Case Before Justice Morschauser When Motion Was Set for Hearing

Supreme Court Justice Arthur S. Tompkins at Nyack yesterday refused to accept as final the action of Justice Morschauser in giving approval to the findings of Referee Gleason in favor of Mrs. Stillman and her baby, Guy, and severely rebuked counsel for Mrs. Stillman for taking the case into another court when the first motion on the referee's report had been made before him.

It was thought last night that the attitude of Justice Tompkins, who expressed his displeasure in no uncertain terms, might result in an actual reopening of the divorce proceedings.

Lawyers for Mrs. Stillman sought to have the motion on the referee's report heard before Justice Morschauser, but before they had an opportunity to act Stillman's attorneys made a motion to Justice Tompkins that would have required him to pass on the question of rejecting or accepting the referee's findings. Yesterday was set as the date for hearing argument on the motion. When the case was called by Justice Tompkins he found that he had before him a motion which had been disposed of by Justice Morschauser, who had approved the referee's report.

Justice Tompkins told John F. Brennan, counsel for Mrs. Stillman, that he considered such proceedings highly "irregular and improper." He declared that the "proceedings in this matter are not commendable and I will reserve decision." He intimated that he might even ignore Justice Morschauser's decision and act on his own account in the matter of rejecting or accepting the report of Referee Gleason.

Mr. Brennan insisted that Justice Tompkins was without jurisdiction in view of the fact that Justice Morschauser's decision already had been rendered. The question of the merits of the referee's findings was not taken up by Justice Tompkins, and his criticism was not directed in any way at Justice Morschauser, but at the attorneys involved.

British Trade Contract Rejected by Moscow

Move Seen as New Club to Force Recognition of Soviet by London

Special Cable to The Tribune

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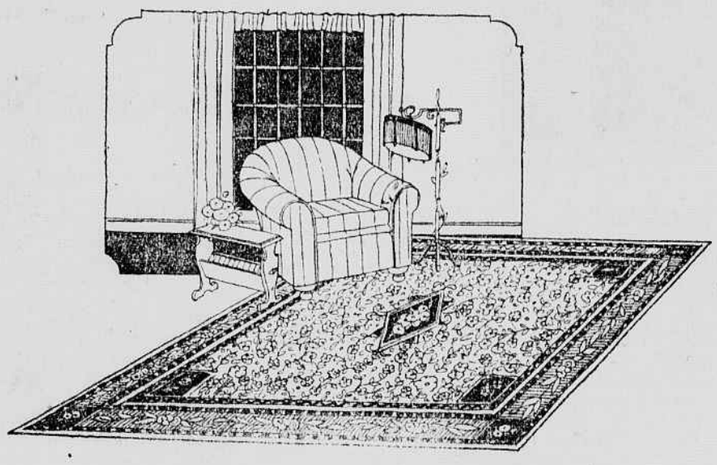
BERLIN, Oct. 7.—Dispatches from Moscow to-night announce that the Soviet government has rejected the proposed British trade contract. The announcement, which is signed by Lenine, declares that the agreement cannot be ratified until more friendly relations exist between the nations involved.

In British diplomatic circles Moscow's move is interpreted as an effort to force England to recognize the Soviet government and compel Britain's assent to Russian participation in the Near East peace conference. It was declared also that Lenine fears ratification of the contract at this moment would have a bad effect on the Angora government and weaken Mo-

FIFTH AVENUE **James McCreery & Co.** 34TH STREET



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Size 9x12 ft. From one of the best known manufacturers and therefore a wonderful buy at this price.. **39.00**

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Size 9x12 ft. Attractive designs and colors in a good serviceable quality..... **41.50**

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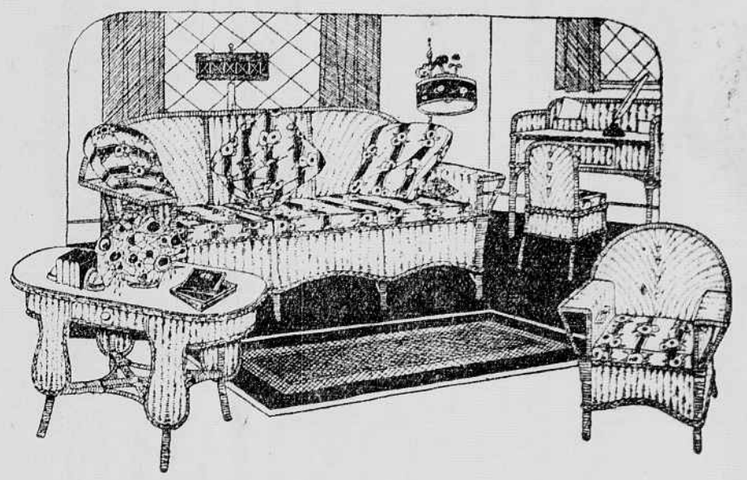
Quality Inlaid Linoleums

Nine attractive tile and hardware patterns which go all the way through to the back. Square yard..... **1.49**

Seven choice patterns suitable for the kitchen, pantry, stores and offices are, square yard..... **1.29**

[Eighth Floor]



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Four-piece Fibre Suites in Putty, Brown and Ivory with cretonne seat and back cushions, spring construction. Settee, Arm Chair, Arm Rocker and Table, complete, **87.50**

Three-piece Fibre Suites (no cushions) broad Arms and Back on Chairs and Rockers, as well as Settee. Green, Ivory, or Brown Enamel, adds to their beauty, complete, **57.00**

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Eight-piece Breakfast or Small Dining Room Suites of most attractively decorated Reed, comprising a medium sized, double drop leaf table, 4 chairs with cretonne seats, tea wagon with removable tray, small server with silver drawer and a muffin stand, complete, **195.00**

Worthy of first mention is "Reed Craft," the peer of reed furniture. We have it in suites suitable for living rooms including large, commodious Chairs, Rockers, Davenports and Tables.

If separate pieces are desired, all suites may be broken into, so that extra chairs are always available as well as End Tables, Writing Desks, Smoking and Magazine stands, Floor and Table Lamps, Flower Boxes and Ferneries, Chaise Longues, Day Beds, etc.

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[Fifth Floor]

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