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The Sun.

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MULLER SAYS "NO, NEVER."

HIS ENGAGEMENT WAS TO MARRY AFTER HIS WIFE DIED.

Testimony that Surprised the Court and Possibly His Counsel—No Talk of Divorce—Miss Cammerer Specified Eventual Marriage and a Brown Velvet Dress.

The combat between Col. Ingersoll and Miss Caroline Cammerer, who is suing Clemens Muller in the Supreme Court for $100,000 damages for breach of promise, ended yesterday in a draw. All the ingenuity and apparent ingenuousness of the lawyer could not lead the lady into an admission that would convict her, even by reasonable implication, of having been aware, before she engaged herself to Muller, that Mr. Muller was not divorced from his insane wife.

Col. Ingersoll produced a letter which had been written by Mr. Cammerer, and to which Miss Cammerer had added this postscript:

Papa requests, in which I join, that you will destroy this letter immediately, to avoid detection.

She said that she wanted the letter destroyed, for fear it might fall into the hands of Mrs. Richter, who had interfered unpleasantly before, and who was then visiting Mr. Muller's house. The letter contained uncomplimentary reference to Mrs. Richters.

As Miss Cammerer left the stand, after having been a witness for two days and a half, Lawyer Lewis leaned back and said: "That ends our case."

The announcement was unexpected, and Col. Ingersoll pleaded for a recess. He had to go on, and he moved to dismiss the suit on this:

That the evidence shows that the contract of Dec. 17, 1885, was afterward abandoned and a new contract substituted, which set Oct. 14 for the wedding day, which contract was conditional upon the obtaining of a divorce, proceedings for which were, with plaintiff's knowledge and consent, begun in New Jersey.

Judge Ingraham decided that the contract in the case is the original one of Dec. 17, 1885, and that subsequent proceedings had been undertaken with a view to enabling the plaintiff to carry out that contract.

Col. Ingersoll, opening for the defence, and appearing to take for granted that there was an engagement of some kind on Dec. 17, 1885, remarked that if he were in the jury box he knew he should feel inclined to vote for the woman were there any fair chance to do so, but he insisted that there would be no such chance after the defence had proven that Miss Cammerer knew from the first that Mr. Muller had a wife from whom he was not divorced, and made an agreement conditional on the death or divorce of that wife. He cast no reflections upon Miss Cammerer, except to say that he thought her letters showed that the love in the affair was all on one side. "I would expect," he said, "warmer love letters than those of hers from a dead person." Closing, he said: "I am willing to admit that the facts we expect to establish are a credit to nobody, not more to Mr. Muller than to her. It was all wrong and bad."

Amelia Muller, niece and housekeeper of the defendant, testified that on Miss Cammerer's first visit to Mr. Muller's house Miss Cammerer looked at Mrs. Muller's picture and said, "What a pity! is it true that she is insane? Is there any hope of her getting well?" This was before her engagement to Muller.

On cross-examination Miss Muller swore that she had never heard Muller refer to Miss Cammerer as his betrothed, and had not known of the existence of any engagement between them. She admitted afterward that Miss Cammerer told her of the engagement, and that she, although she knew Mr. Muller had no right to marry, said nothing to Miss Cammerer about it.

Mrs. Richter of Philadelphia, an aged German of evidently honest intentions, at whose house Miss Cammerer and Mr. Muller first met, testified as to the circumstances of the meeting, and as to her telling Miss Cammerer in January, 1886, about Muller being unable to marry, substantially as Miss Cammerer had told the same story, except that she thought Miss Cammerer had known about the insane wife from the first. She said Miss Cammerer made no remark like, "Why, Mrs. Richter, Mr. Muller mourns his wife as dead." When Mrs. Richter accused her of wanting him for money and not for love, she said: "Why, of course; what would I do with an old man like that."

Emil Kuhlitune, a son of Mrs. Richter by a first husband, said that some time before Miss Cammerer met Mr. Muller there was a conversation at the dinner table, at which Miss Cammerer was present, in the course of which Mrs. Erb, the witness's sister, remarked what a pity it was that Mrs. Muller had gone insane after her husband had got so well off that she could have lived very nicely. Miss Cammerer did not say anything about this, but he was sure she must have heard it.

Col. Ingersoll wanted an adjournment here, saying that Mrs. Erb, his next witness, was sick. When Judge Ingraham suggested putting the defendant on the stand, Col. Ingersoll replied that he had had no time to talk with him about his testimony. The Judge insisted, and the defendant took the stand. He turned the chair around to put his face to the jury and his back to Miss Cammerer, and squared himself. He said that he had met Miss Cammerer at the Reichters on Oct. 9, 1885, and again at the same place late in the same month. He spoke then of having had a sick wife for three years. He next met her in Jersey City in November, when she came to New York, and on the ferryboat asked her to visit his house, saying:

"My wife is not at home, but that need not prevent your calling."

She said: "Yes, I know that, and that's the reason I hesitate about calling." She did go there with him however, in a day or two, and he left her in the parlor with his niece.

Col. Ingersoll had been reading over to the witness Miss Cammerer's story of the circumstances of their intercourse thus far, and asking: "Did any such thing take place?" Muller replied uniformly: "No, never." When it came to this visit to the house, Col. Ingersoll dropped the book and asked him if he heard any remarks there about his picture. He said that on coming back to the parlor he overheard Miss Cammerer say it looked like Gen. Grant.

"Well, and did you hear her say anything about the other picture."

"No, nothing," replied the defendant.

He denied proposing to the plaintiff on a walk in the Park. He said she wanted to sit down on a bench, and he said: "This won't do; you'll catch cold out here," and that was all there was about marriage in the Park. He did not engage himself on Dec. 17 to marry her. Love or marriage was not spoken of between them at that time, and he treated her as he would any lady whom he liked and with whom he was slightly acquainted. He had never made any marriage agreement with her at all, had never told her he had a divorce in Indiana or anywhere else, had never said he was going to get one, and never had tried to get one. She always asked him how his wife's health was whenever they met, and she knew all about the wife being in an asylum from the very first. He never spoke to her of any engagement whatever, he said, until they were going up to Rhinebeck. Then he said:

"Well, you know me pretty well now, and know what kind of a man I am. If you are willing to come and live with me until my wife dies and marry me then, I will give you the house and lot I live in."

She agreed to this, he said, and wanted to talk with his lawyer. He took her to see Lawyer Maloney, having previously told the lawyer what kind of an agreement he wanted to make with her. She asked the lawyer if it was an honorable thing she was about to do, and the lawyer said, according to Mr. Muller:

"It is. If I had a daughter, under these circumstances, I would give her to Mr. Muller."

Lawyer Maloney died last week, and there were no other witnesses to the interview except Miss Cammerer. Miss Cammerer, Mr. Muller said, assented the proposition definitely, to go into effect after her father had examined the papers and pronounced them all right, but she said:

"There are two conditions to my acceptance. In the first place, you must promise, after your wife dies, to have a priest marry us."

"But a priest won't marry us," Mr. Muller said he interrupted; "I am not a Catholic."

"We can go to his house," replied Miss Cammerer; "he won't do it in church, but he will in the house. The second condition is that you give me a brown velvet dress."

The court room had been getting rather noisy, and at this there was such a sensation that the Judge had to hammer his desk for a moment to restore order. The plaintiff, who had turned pale and stiffened herself when Mr. Muller began his denials, had recovered by this time, and bent over to chat with her lawyers and smile over each new denial.

One of the jurymen arose and asked the witness if this agreement of Miss Cammerer was to live with him as a housekeeper or a mistress.

"As a housekeeper" said the witness.

Afterward he said that they both loved each other and that was why they wanted to live together until his wife died and they could marry. He said he ordered the lawyer to make out the two deeds, one warranty and the other bargain and sale, and send them to Mr. Cammerer for approval. He talked over the matter afterward with Mr. Cammerer in Lawyer Maloney's office. The lawyer told Mr. Cammerer all about the insane wife and the terms of the proposed agreement. Nothing was said, the witness swore, about any divorce, past or future, either then or at any other time, either to Mr. Cammerer or his daughter.

Col. Ingersoll, in his opening, had promised to prove that divorce proceedings were begun in New Jersey.

Mr. Cammerer made no objection to the agreement, but afterward, when he found that there was a $4,000 mortgage and the wife's dower right to encumber the property, he objected and wanted Muller instead to take $6,000 and invest it in Philadelphia lots that would double in value in a year. Muller said he had no money to invest, but he consented to look at the Philadelphia property. Mr. Cammerer said then:

"You give me the $6,000 and you can have her; I wouldn't consent at all if it wasn't for this chance for a good real estate speculation."

The time he visited Philadelphia, just before the alleged engagement was broken, Mr. Cammerer struck him for $400, the witness said, and didn't get it. His examination was not concluded when court adjourned.

LAWYERS QUARREL IN COURT.

An Exciting Scene in the Libel Suit Over the Grave of Mary Washington.

FREDERICKSBURG, Va., Jan. 16.—The libel suit over the grave of Mary, the mother of Washington, has aroused the most bitter feeling between the parties concerned. Even the lawyers have become infected, and abuse each other roundly at every opportunity. Yesterday Mr. Kirtley, one of the plaintiffs in the case, was called a liar by Lawyer Fitzhugh while he was on the witness stand, and Kirtley intimated that he would make it warm for the lawyer outside of court. To-day when his examination was resumed, Kirtley asked for the protection of the Court, and said if he could not obtain it he would protect himself. Thereupon Judge McLaughlin placed him under bond. Mr. Fitzhugh then asked more questions, and was not very particular in the language he used. When he had concluded the Judge asked him to retract the accusation made yesterday. He did this very grudgingly.

J. W. Colbert, the next witness, also one of the plaintiffs, was asked a question by Mr. Dickinson, his lawyer, to which Fitzhugh objected, on the ground that it was leading. In this he was sustained by the Court. Dickinson then put it in another form, but Fitzhugh again objecting, the lawyer angrily called out:

"Hold your tongue, sir, and if you can't, step outside."

"I will not submit to your insults, and unless you quit I will thrash you," retorted Fitzhugh.

"Walk outside," yelled Dickinson, "and I will mash you into a jelly."

At this point all hands arose, and a free fight was imminent. Fitzhugh, picking up a cretan, whacked Dickinson over the head, and Dickinson retaliated by firing an inkstand at Fitzhugh, who dodged and escaped the missile, but not the ink, which splashed all over him. The jurors, now thoroughly frightened, ran out of court. Kirtley now started in with a stick, but the appearance of Sergeant Edington stopped the fight.

When order was restored the Judge placed the two lawyers under $1,000 bond and fined them $50 each. Kirtley and Sheppard, the latter one of the defendants, who took a hand in the scrimmage, were bound over. The case was then proceeded with, with Sheppard on the stand. There was no more trouble, but the language used by counsel would not have been tolerated in any other city. This was the third day of the trial.

A MURDERER'S CONFESSION.

He Killed His Friend Because he Thought Him Too Wicked to Live.

MADISON, Wis., Jan. 16.—John Kuhnl, who murdered his bed-fellow and warm personal friend, William Christen, in a cheese factory in Primrose, this county, on Dec. 12, 1888, and then fled to England, where he was arrested, pleaded guilty to-day and was sentenced to State prison for life. A confession he recently made has just become public. He says that for some months previous to the murder he and Christen had been together at the factory. They were friendly, except that Christen was in the habit of ridiculing religious matters, thus causing Kuhnl much annoyance.

On Dec. 12 Kuhnl read a chapter from the Bible about David, and Christen reviled the Hebrew King. Then he went to bed and fell asleep, but soon afterward he awoke and "to restore peace," Kuhnl began to reflect that his companion being very wicked, would be better dead than alive. The more he thought of this the more firmly he was convinced that Christen ought to die. So at 10 o'clock he got out of bed, went into the room where the stove was and seized a heavy stick of wood with a sharp knot on one end.

He then returned to the bedroom and brought the bludgeon down on the victim's face. Christen sprang out of bed and endeavored to defend himself, but the billet of wood descended again, this time on his skull, and he fell back. Kuhnl administered several more crushing blows, beating the life out of his victim. Then he dragged the body into the cellar, where he cut the head off with an axe.

Taking out his knife he began to cut up the body with the view of seeing whether Christen's heart was black. He succeeded in removing the organ, and declares that it had indeed begun to turn black. He also removed the lungs and other organs. Then he put the body in a sack and buried it. The heart he placed in another grave, after which he knelt and prayed that Christen might be mercifully dealt with in another world. He also prayed to be forgiven himself if he had acted wrongfully.

He buried the heart separate from the body because, he said, he thought if the heart should go to hell the body would be safe from such a fate. The head, liver, and other organs were put into another bag and thrown into the Sugar River, where they were found by boys fishing. He spent Thursday in cleaning up the traces of his crime and on Friday left the country.

Kuhnl is believed by his attorneys to have been influenced to commit the crime through religious zeal, and yet they think him entirely responsible for his deed. Kuhnl is about 24 years old.

COLORED MEN IN COUNCIL.

They Ask Congress to Devote $100,000,000 to Removing Whites from the South.

CHICAGO, Jan. 16.—The Afro-American Convention met again to-day. The President chosen was W. A. Pledger of Georgia. He made a long speech on the negro question in the South, and said the time would come when the loyal people of the North would find a way to punish and prevent the criminal sectional nullification of the Constitution and the Christian people of this country would discover the remedy to suppress that disloyal element with whom murder is a vocation and perjury a pastime.

H. C. C. Astwood of New York introduced a sarcastic resolution asking Congress to appropriate $100,000,000 to furnish transportation to the unhappy white citizens of Alabama, South Carolina, and other Southern States who may desire to settle in more favored localities free from Afro-American majorities, and especially naming Senator Morgan as a "Moses" to lead the emigrants. The rules were suspended, and the resolution was unanimously passed and ordered sent to Washington.

A letter from Judge Tourgee was read. He suggested that the Afro-American League be a secret organization in order that its members may not be in danger of murder and outrage in the South. The letter was referred to a committee.

Brother Moody's New Work in Chicago.

CHICAGO, Jan. 16.—The men's department of D. L. Moody's new Evangelical Institute was opened to-day with addresses by Mr. Moody and prominent local clergymen. Large numbers of people visited the building during the day. The institute will aim to train missionaries to get at the unreached masses in city and country. The idea, as announced, is "to turn out aggressive men to go into gambling dens and slums, to lay their lives alongside the abandoned, and so to save. Accommodations have been provided for 100 student. The training is to be largely through contact with the actual work. The cost of the building was $125,000, and was met chiefly by well-known Chicago business men.

In addition to the regular corps of instructors the plan is to have present a continuous succession of prominent Bible teachers from centres in this country and Europe. Fifty men were started this afternoon in the course of instruction. They were from widely scattered States, from Canada, and quite a percentage from across the Atlantic.

Fears that She is Drowned.

Mr. Frank E. Turnier, residing at 830 Grand street, Jersey City, called at Police Headquarters yesterday with anxious inquiries for the fate of his cousin, Miss Dora McKissick of Auburn in this State.

Miss McKissick is 22 years old, and left her home last Thursday to visit her cousin in Jersey City, but she did not reach there. She recently lost her mother, and it is feared that she may have drowned herself in a fit of insanity.

STEWART'S ESTATE SETTLED.

TERMS OF THE AGREEMENT WHICH ENDS ALL LITIGATION.

Judge Hilton Releases a Claim for About a Million, the Cathedral Must Be Carried Out, and the Surplus Distributed Under the Terms of Mrs. Stewart's Will.

After nearly three years of litigation, the Stewart estate, valued at $12,000,000, according to the lowest estimate, was finally settled yesterday by the signing of an agreement between the heirs and the executors. At 3 o'clock yesterday afternoon William G. Choate, Joseph H. Choate, and Charles E. Butler of counsel for the contestants, and Horace Russell, Leslie W. Russell, Elihu Root, and Daniel G. Rollins of counsel for the executors, appeared in the Surrogate's Court with an order for the discontinuance of the suit begun by Rosalie Butler for the revocation of the probate of the will of Cornelia M. Stewart. Mr. Joseph H. Choate announced that all the parties interested had came to an agreement and petitioned the Court to admit the will. Mr. Leslie W. Russell made a similar statement for the proponents. Surrogate Ransom looked over the order and signed it. Then the counsel called on Judge O'Brien in Supreme Court, Chambers, and obtained his signature to an order discontinuing the suit of Mrs. Sarah N. Smith against Judge Hilton. Printed copies of the agreement which had been arrived at were furnished, and show that all published guesses were wide of the mark.

The agreement, as explained by a formal statement of the counsel, was as follows:

There were three questions in controversy.

First, Judge Hilton's right to retain the properties conveyed and transferred to him by Mrs. Stewart during her lifetime, including the business of A. T. Stewart & Co., the mill properties, the Stewart building at Broadway and Chambers street, the Globe Theatre property, and certain bank stocks. This was contested in the suit of Sarah N. Smith against Judge Hilton and others.

Second. The validity of the will of Mrs. Stewart. This was contested in the Surrogate's Court by Rosalie Butler, the daughter of Charles E. Butler and of Mrs. Stewart's half sister Louise.

Third—The validity of the power in trust conferred upon Judge Hilton by the will of Mrs. Stewart to make further provision for the Garden City Cathedral and schools and to distribute the remainder of an undivided half of the residue of the estate among the legatees.

The first question has been settled by the discontinuance of Mrs. Smith's suit without costs and by a quit claim from all the heirs at law to Judge Hilton of all the property which he has ever claimed that Mrs. Stewart transferred or conveyed to him in her lifetime, and by a release by Judge Hilton of a debit balance of $987,357.86, due from Mrs. Stewart to him at the time of her death, together with a bond and mortgage upon the Tenth street store, which he held as security for $700,000 of the said sum of $987,357.86.

The second question has been settled by a decree of the Surrogate confirming the original probate of Mrs. Stewart's will.

The third question has been settled by the execution of the power vested in Judge Hilton by the will. This power was exercised by the conveyance to the Garden City Cathedral of about eighty acres of land contiguous to the land occupied by the cathedral and the school at Garden City, and by a further endowment of $50,000 out of Mrs. Stewart's estate, and transferred to the Park Avenue Hotel in this city and the Grand Union Hotel at Saratoga; and the power to distribute the surplus of one-half the residue has been exercised by the distribution of such surplus among the legatees named in the will in the proportions in which they would have been entitled thereto under the will if the power had not been exercised.

All parties have executed such deeds as were deemed proper to carry out and to confirm this settlement. Judge Hilton and Charles J. Clinch continue to act as executors of the estate. Judge Hilton was not a legatee or devisee under the will, and received no property and claimed no rights under it except the right to perform the duty of exercising this power and of carrying out the will as executor. The effect of these settlements is as follows:

First—Judge Hilton retains all that he received during Mrs. Stewart's lifetime and all that he has ever claimed the right to retain, except that he gives up his claim to the $987,357.86 from her estate.

Second—All parties interested under the will receive what is bequeathed to them by the will.

Third—The testamentary intentions of Mrs. Stewart in respect of the cathedral receive their full effect by the conveyance of an additional quantity of land, about double that originally given by Mrs. Stewart in her lifetime, and half a million dollars in addition to the $300,000 bond which the cathedral now holds against the estate, and in addition to the property upon which Mrs. Stewart expended upwards of $2,000,000 during her lifetime.

This gives the estate left by Mrs. Stewart, after the payment of legacies and of the cathedral endowment, to the persons entitled to it under her will in the following proportions:

Charles J. Clinch, three-tenths; Sarah N. Smith, three-tenths; the three half sisters of Mrs. Stewart, Anna, Emma, and Julia Clinch, one-tenth each; and the children of Mrs. Charles E. Butler, Rosalie, Helen, Virginia, Lillian, Maxwell, and Prescott Hall Butler, one-sixtieth each.

This statement gives the full effect of the settlement, but the complete agreement covers twenty pages, and many minor points, to be considered a victory for both sides, for the popular understanding of one phase of Prescott Hall Butler's attack upon the will has always been that he alleged that Judge Hilton did not propose to divide the surplus of the Garden City Cathedral trust among the heirs. At the same time the charge was repelled this charge. His lawyers also made a statement in which, besides repeating some of the terms given above, they say:

"For all this (the withdrawal of the suits) Judge Hilton pays not one dollar of his own money to a single heir or relative of Mrs. Stewart, and renders no one of the property received from her, and only releases the balance due from her to him at the time of her death on the account current between them, amounting to the sum of $987,357.86, of which the sum of $700,000 was secured by mortgage on the uptown store. All the heirs of Mrs. Stewart join in releasing Judge Hilton from all claims which they have made against him, and in addition thereto quit claim to Judge Hilton all the interest they pretended to have in any of the real estate which was conveyed to him by Mrs. Stewart during her lifetime. The managers stipulate to publish in various quarters as to his surrendering a large part of his personal or real estate to the heirs to avoid further litigation or to obtain a settlement with them were utterly false. These heirs and relatives of Mrs. Stewart also take title from Judge Hilton as trustee under the last will and testament of Mrs. Stewart, and thus doubly ratify the validity and genuineness of that instrument and doubly affirm the freedom with which the same was executed, and fully recognize it as containing the real wishes of Mrs. Stewart in regard to the disposition of the property which it is conceded by all that Mrs. Stewart left at the time of her death.

"Therefore it will be seen that the settlement by which these litigations are ended is little else than a division of the property devised and bequeathed by Mrs. Stewart according to her last will and testament, and affects no property belonging to Judge Hilton save as the heirs of Mrs. Stewart have elected to ratify all of the transactions between her and Judge Hilton. All of the monetary transactions between Judge Hilton and Mrs. Stewart and all the accounts he kept with her have been found to be absolutely correct, and have been so accepted by all her relatives.

"All the property conveyed to Judge Hilton by Mrs. Stewart is retained by him. The property left by Mrs. Stewart at her death is divided according to the terms of the will; all the legacies which she bequeathed are to be paid; the residuary legacies and devises of one-half her estate to Charles J. Clinch and Sarah N. Smith receive their full effect, and after the payment of the $800,000 to the cathedral the remainder of the estate is divided among the persons named in her will, pursuant to its provision that all of such residue be divided among the persons named by her as legatees."

All possible litigation over Mrs. Stewart's will is declared to be ended by the agreement, and legacies and devises made in the future attack it. The deeds of the real estate mentioned in the agreement were filed yesterday in the Register's office.

Under the deeds filed the Cathedral of the Incarnation and Henry Hilton, trustee, convey to Sarah N. Smith, Charles J. Anna C., and Emma C. Clinch, Josephine, Helen C., Virginia, Prescott Hall and Maxwell E. Butler, and Julian L. Swann, the Metropolitan Hotel and Niblo's Garden Theatre, the marble palace at Thirty-fourth street and Fifth avenue, the Clarendon, St. James, and Grand Union hotels and several business blocks in Saratoga Springs, subject to a life interest conveyed to these heirs two lots of land at Hempstead Plains, one containing 7,170 acres and the other 1,062 acres, and the Greenfield Cemetery at Hempstead, except lands and buildings at Garden City conveyed by Mrs. Cornelia M. Stewart to the Cathedral of the Incarnation by deed of April 20, 1885; various parcels of land in Oyster Bay, and the railroad running from Hicksville to Bethpage Junction and Garden City, rolling stock and all equipment included; the Bleecker street property, and a great number of buildings in various streets in this city.

Mr. Hilton secures title to the Stewart building, Chambers street and Broadway, the Colonnade Hotel and Globe Theatre property, a few other buildings in this city and Saratoga Springs, and all the mill property.

THE PREVAILING EPIDEMIC.

Largest Record of Deaths in One Day in the History of Chicago.

FALL RIVER, Jan. 16.—Yesterday notice of the funeral of two children of William Boyle appeared and to-day four little ones lie dead in the house. A fifth child that was ill is expected to recover. Originally the children were attacked by influenza, which developed into lung trouble.

AUBURN, Jan. 16.—La grippe prevails to so alarming an extent in this city that the educational authorities have closed the schools. Fully fifty per cent. of the pupils were absent and the proportion of teachers absent was larger still. The attendance at the High School, accommodating 600 pupils, was decreased at least seventy-five per cent.

WILLIAMSTOWN, Mass., Jan. 16.—La grippe is spreading very fast in this vicinity, and to-day nearly 100 Williams College students are affected with the epidemic. Two members of the faculty, Orlando M. Fernald, Professor of Greek, and John H. Haurt, Professor of Ancient Languages, are stricken down by the disease. At North Adams, in the Brayton ville mills alone fifty weavers are out, and it is feared that these mills with others, will have to close on its account. At Adams and Pittsfield many of the mills are short of help.

BATAVIA, Jan. 16.—Miss Mary Schafer, daughter of John Schafer, a contractor and mason, gave a party on Tuesday night, to which about a dozen of her young friends were invited. At about 9 o'clock Miss Mary was attacked with symptoms of the grip, and soon became violently ill and suffered great pain. The guests sent for a physician, who found the young lady in a critical condition. He prescribed for her and left, but soon afterward her condition became such that a doctor was again summoned. When he arrived Miss Schafer was dead. She was a large, robust-looking young woman, but had suffered from heart trouble. The young lady's parents were out of town for the night, and were nearly crazed with grief when the sad news was broken to them on their arrival home the next morning.

CHICAGO, Jan. 16.—There were twelve deaths from influenza to-day. Among the victims was the foreman of Collector Brackett of the Post Office. The total number of deaths from all causes for the day was 127, the largest record for a single day in the history of the city. The deaths from pneumonia, asthma, and bronchitis were 78. There have been 34 deaths from influenza in three days.

COLUMBUS, Ohio, Jan. 16.—There are about 1,500 cases of influenza in this city and a great many deaths from pneumonia, which began with influenza. The most prominent of these cases was that of John B. Lawlor, member of the Ohio House of Representatives from this county. He was taken sick on Christmas, and his physician told him to stay at home and take care of himself, but Lawlor made light of his illness. He had been travelling over the State, visiting members of the Legislature as a candidate for Speaker pro tem. of the House. While at his father-in-law's home in Newark, Ohio, he became very sick, and a day or two later acute pneumonia set in, causing his death. Lawlor was a prominent labor man. The Legislature adjourned at noon until Monday out of respect to his memory. Three other members of the Legislature are sick in bed with influenza, viz.: Senator Ashburn and Representatives Brown and Dill.

ROCKFORD, Ill., Jan. 16.—Fifteen school teachers here are ill with influenza and half of the pupils are victims of the same disease. The Rockford shoe factory had to shut down on one floor to-day, thirty of the workmen being sick.

THE EPIDEMIC ABROAD.

LONDON, Jan. 16.—The influenza is increasing in Westphalia. Work in the mines there is impeded by the ravages of the epidemic, and in many cases the loss of freight traffic is so large as to be suspended. The disease is decreasing in central and western Austria, but is spreading in Dalmatia.

John B. Stringer, late manager for Wilson Barrett and English agent for Minnie Palmer, died of influenza at Manchester this afternoon. He was to sail for America next week.

The Princess Maud of Wales has taken to her bed ill with influenza. The Duchess of Teck is laid up with bronchitis.

ROME, Jan. 16.—The Duke of Aosta is suffering from influenza.

JACKSON DINNER MISSES.

It is Proposed to Discipline Executive Committeeman W. L. Mitchell.

The annual election for officers of the Business Men's Democratic Association will be held on Feb. 7 at the Hoffman House. It was announced last night that William L. Mitchell of the Executive Committee and of the coffee firm Haulenbeck & Mitchell, 170 Duane street, is to be disciplined and retired as an officer of the association. Should any of Mr. Mitchell's friends resent this treatment they, too, will be disciplined, as there is a majority determined to retire Mr. Mitchell. Mr. Mitchell is charged with shattering article II. of the constitution which says:

The object of this association is to bring together business men of Democratic principles and interest them in actively using their influence for the success of the Democracy in all questions of State and national importance.

It is asserted that Mr. Mitchell violated this article by offensive conduct to ex-Mayor Grace at the dinner of the association at the Hoffman House in commemoration of Jackson Day. Mr. Grace is not a member of the association. He was invited to the dinner by John A. Sullivan, and accepted under the understanding that he was not to make a speech. He was aware that the association has many Tammany Indians in its ranks. Mr. J. Edward Simmons is President.

Mayor Grant was expected to attend and speak to the toast, "The Cities of New York and Brooklyn." The letter of regret. Four of the five Governors invited were also absent. Mr. Sullivan went to ex-Mayor Grace and stated the situation, and asked him as a personal favor to speak to the toast opposite Mayor Grant's name. The ex-Mayor consented, and bridged over the chasm. There were several hisses during his speech, and when he sat down the dinner committee, composed of Mr. Sullivan and Mr. Folsom, were greatly offended when Mr. Mitchell arose and shouted, "Three cheers for Hugh J. Grant!" and followed it with "Three cheers for Hughey!" Mr. Grace left the room shortly after the incident, but not before the committee had conveyed its regrets to him.

GOING TO BLEED TO DEATH.

Patrick Fitzmorris is a Man Who Ought to Have Kept Out of Fights.

Patrick Fitzmorris, a journeyman baker, 35 years old, of 146 Cherry street, quarrelled with his wife and left the house. Mrs. Fitzmorris followed him, and at Bayard and Mulberry streets he struck her. Two men there upon attacked him and beat him. Fitzmorris was taken to the Gouverneur Hospital, and the case was pronounced by the physicians to be that of a "bleeder," or a case in which a patient who receives a wound, trifling so far as the blood vessels are concerned, bleeds to death in spite of remedies. Coroner Schultze yesterday took Fitzmorris's ante-mortem statement, and in examining Fitzmorris learned that his skull was probably fractured.

Mrs. Fitzmorris says that she does not know anything about the assault. A young man who was arrested on suspicion was taken to the Gouverneur Hospital yesterday and Fitzmorris didn't know him. The young man was discharged.

Westchester Fair Buildings Destroyed.

At a late hour to-night a fire broke out in the stables on the grounds of the Westchester County Agricultural Society at White Plains. A high wind prevailed, and the flames spread very rapidly, communicating to the grand stand and floral and exhibition hall. The blaze lit up the surrounding country, and the fire companies of White Plains and adjacent villages hurried to the fire. They could do but little to check the progress of the flames, and all the buildings on the premises seemed to be doomed. The fire was still burning at midnight, and it was expected that the property would prove almost a total loss.

The grand stand was enlarged last year at a cost of several thousand dollars. The other buildings on the premises had also been improved. It is believed that the total loss will amount to $15,000. The property was partially insured. The cause of the fire is unknown.

An Aged Widower to Marry a Young Deaf Mute.

NEW HAVEN, Jan. 16.—On Tuesday next Perine C. Whitney, aged 68 years, and Miss Josephine Ward aged 28 years, will be married in this city. The great difference in the ages of the parties excites no more comment than the fact that the bride elect is a deaf mute. The groom elect, whose first wife died only about 2 years ago, was formerly connected with the Electric Lighting Companies in Brooklyn and Newark.

Harry Samuels's Suicide.

ATLANTA, Ga., Jan. 16.—Harry Samuels, proprietor of the Daisy Cigar Factory, New York, committed suicide at Thomasville last night. He shot himself in his room at the hotel. Business depression was the cause. He leaves a wife and children, who are here.

END OF THE ASSOCIATION.

THE NORTHWESTERN AND UNION PACIFIC COMPANIES TO WITHDRAW.

Obstacles in the Way of Reorganizing the Inter-State Commerce Association—The C., B. and Northern is Still a Pirate—Its Relations With the C., B. and Quincy.

When THE SUN, on Oct. 24 last, printed exclusively the news of the close traffic compact between the Union Pacific and the Chicago and Northwestern and allied lines, it also foreshadowed the collapse of the Inter-State Commerce Railway Association, and announced that it was only a question of time when several of the important railway companies that are parties to it would withdraw from it, as every member can do by giving thirty days' notice. Since then matters have rather drifted along until this week, and now if any one doubts that the Inter-State Commerce Railway Association has become moribund he has only to read the report of Chairman Walker, reviewing the first year's work of the association. As copies of that report are not readily available, a few sentences from it will suffice to show how Chairman Walker feels on the situation. After reviewing the work done, he said: "Unfortunately, however, elements of disintegration have been at work in various directions which have impaired its (the association's) usefulness, and which threaten presently to strip it of all substantial value." Mr. Walker admits that the association was at best experimental, and says: "Practical difficulties have arisen with which the present form of organization seems incompetent to cope efficiently." Mr. Walker enumerates the twelve arbitration cases that have been submitted to him, and in every one of which his ruling was disregarded, and concludes on that point as follows: "It will be seen that the provisions for arbitration have become practically nugatory."

Mr. Walker's report reveals one point that should receive general attention. It has been the custom of the Executive Committee of the association to report to the Inter-State Commerce Commission all its findings on alleged violations of the Inter-State law. The Commission acknowledged the receipt of the last one as follows: "We do not understand that in transmitting these statements it is your purpose, either on behalf of your association or any of its members, to complain of any alleged violation of the act to regulate commerce." To this Mr. Walker replied: "The question of subsequent proceedings is intended to be placed in the hands of the Commission without reservation." As Mr. Walker was once an Inter-State Commerce Commissioner, his opinion that the functions of the Commission in the premises are "in no respect judicial, but purely administrative," is entitled to serious consideration.

His opinion relative to the Union Pacific-Northwestern alliance will result in the prompt withdrawal of those companies from the association. Mr. Walker took the view that those companies had violated the spirit of the association agreement, though they had lived up to all of the rules of the organization, because they had disturbed or changed the "autonomy of the situation." That is equivalent to saying that they should not have made their alliance because it changed the situation. The officers of the Union Pacific and Northwestern Companies take the view that the conditions of traffic were such that they were compelled in the interest of their patrons and of their stockholders to make their ten years' contract covering through business. They regard Mr. Walker's decision as adverse to progress and uncalled for, especially as they have lived up to all the requirements of the Inter-State Commerce Associations and conducted their traffic according to its rules and those of the auxiliary association that it has nominally supervised. Consequently they are going out of whatever may be left of the Inter-State Association, and will at the same time give their competitors to understand that any reorganization of the association will have to recognize the change in the "autonomy" and any further changes that may take place.

There is a wide difference of opinion as to whether the committee appointed at Tuesday's meeting of the association will be able to make any progress in reorganizing the association. It is clear that to be of any value the new organization must be stronger than the old one, yet it was impossible to get several important roads, notably the Illinois Central and the Chicago, Burlington and Northern, to join the old one. While the Chicago and Alton was coaxed in with great difficulty, and has probably been regretting its action ever since, as it lost all of its live stock business out of Kansas City in consequence. It has since withdrawing lowered its rate on live stock from Kansas City to Chicago from 22 cents per 100 pounds to 12 cents, and without recovering its business. The Milwaukee and St. Paul road gets it all, and there is a small-sized row impending over the matter.

As indicating what the reorganizers will have to contend with in the C., B. and Northern management, it may be noted that at Tuesday's meeting it was proposed to fix up the rates on passenger traffic between Chicago and St. Paul, which have been reduced by the C., B. and Northern, which is owned and controlled by the C., B. and Quincy Company. A motion to restore those rates was made, and it was suggested that President Perkins of the C., B. and Quincy, who was present, should second the motion. He replied that he could not act in the matter, as the rates were made by the C., B. and Northern, which he could not represent. That the C., B. and Northern swings the entire C., B. and Quincy system is indicated by the italicized line in the following communication:

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
PASSENGER DEPARTMENT.
REDUCTION OF ST. PAUL RATES.
CHICAGO, Jan. 4, 1890.

DEAR SIR: *In accordance with instructions received from the Chicago, Burlington and Northern Railroad, for whom we act here as agents,* we shall on the 7th inst. put into effect limited rates from Chicago to St. Paul and Minneapolis as follows: First class, $6; second class, $7—points north of the two mentioned being proportionately affected. This notice is sent you at 9:30 A. M. to-day, in order that you may have ample time to take like action if you see fit. Yours truly, S. S. KEYES.

The C., B. and Northern made another reduction of $2 in second-class rates yesterday. The reduction in that class of traffic is now large enough to affect all through rates from Chicago to the Pacific coast, hence reduction outside of St. Paul and Chicago territory are threatened.

A Ship's Steward Poisons the Food.

BALTIMORE, Jan. 16.—The steamship Erndale, Capt. W. H. Carter, arrived late yesterday afternoon from Cuba with the steward, W. Walker, in irons, charged with attempting to poison the whole ship's crew and officers. On Monday last he acknowledged to the second mate to have put a bottle of jalap into the food. Later in the day he wrote a long letter to the Captain, telling how he had poisoned the food, and pleaded excessive drinking as the cause. He told the assistant steward on Monday that he had poisoned the food for the second officer, John Leddon, for an old grudge. All the poisoned officers and hands have fully recovered.

State Dinner at Ottawa.

OTTAWA, Jan. 16.—The state dinner at the Government house to-night was a brilliant affair. The guests numbered forty and included Sir John Macdonald and members of the Cabinet; Hon. W. Laurier, leader of the opposition; Sir Richard Cartwright; Judges of the Supreme Court, military officers, and representatives of the clergy.

Senator Allison Renominated.

DES MOINES, Jan. 16.—William B. Allison will succeed himself as United States Senator from Iowa. The Republican caucus was held this night. All the party members were present in person or by proxy, and each of the 76 votes cast was recorded for Allison. The caucus was a cut-and-dried affair and was quickly over.

Enforcing Prohibition in New Hampshire.

NASHUA, Jan. 16.—Gov. Goodell, following up his recent proclamation, has been in this city to day in consultation with Mayor Burke regarding the enforcement of the Prohibition law. Mayor Burke refuses to be interviewed on the subject, but it is thought he declines to become a party to the prosecution of law officers, will commence the prosecution of liquor dealers in different parts of the State at once.

A $50,000 Gift to the Y. M. C. A.

GLENS FALLS, Jan. 16.—Jones Ordway, aged 76, now ill, presented the Y. M. C. A. here with $50,000 cash this evening. A four-story building will be erected in the spring. Mr. Ordway is a partner in the Moreau Lumber Company. A resolution of thanks was passed by the Board of Directors to-night.

Carmi, Ill., Flooded.

CAIRO, Jan. 16.—Three hundred persons at Carm