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THE INTELLIGENCER.

WHEELING, JANUARY 11, 1900.

A Democrat Protests.

On several occasions of late the Intelligencer has had the temerity to wrap the self-assuming morality of the Democratic party over the knuckles. It repled in its mild and good-humored way to the Fairmont Index, which, in speaking of the contest inaugurated by Mr. McGraw against Senator Scott, said:

"If the nefarious work of last winter at Charleston is made triumphant by the action of the senate, its example will surely return to plague its perpetrators in the near future."

We took the pleasant ground that if there had been any "nefarious work" lying around loose at that time that the Democratic party had satisfied its appetite for this kind of business. The Intelligencer sought to be just as agreeable in manner and polite in its selection of phrases as its Democratic contemporaries. In this we seem to have failed, if the exceptions taken by Mr. A. S. Johnston, of Union, Monroe county, are true. This gentleman has paid the Intelligencer the distinguished honor of addressing it in a temperate, and with pleasing manner. Mr. Johnston's main anxiety is for information. He shall have it. He expects to the following language employed by the Intelligencer in an editorial on the Democratic party in this state:

In all its history there has not been one gleam of hope as to the sincerity of its professions of fair play. Its desperate and successful fight in defeating the will of the people by cheating General Goff out of the governorship, and its more recent and atrociously corrupt practices in disturbing the properly elected legislative delegates in Taylor and Monroe counties, do not inspire the people with any confidence in its advocacy of a non-partisan supreme court. To be perfectly fair with Mr. Johnston—for whom we have a profound esteem, although not enjoying the pleasure of his acquaintance—his card shall not be hid in an obscure part of the paper, while the comments are given great prominence. His allocution is appended:

To the Editor of the Intelligencer. Sir:—In your editorial of December 27 in relation to the agitation for a non-partisan supreme court, you take the trouble to charge the Democratic party with "recent and atrociously corrupt practices in disturbing the properly elected legislative delegates in Taylor and Monroe counties."

Will you please produce the proof of corruption in the Monroe county case on the part of any one connected with it? No Republican of good character in Monroe county has ever charged the county court of this county with corruption, and I do not think one can be found now who will do so. Where is the proof of the "atrociously corrupt practices" with which you undertake to brand this county?

In the election of 1898 there was a difference of but seven votes on the face of the returns between the leading legislative candidates in Monroe county. It was known that some of the election commissioners, under the honest belief that the law required it, had thrown out legally marked Democratic ballots for the reason that they were marked with a lead pencil instead of ink. A recount was naturally demanded, and two districts were recounted, on motion of the Democratic candidate, and four districts on motion of the Republican candidate. The result showed the election of the Democratic candidate by the bare plurality of five.

Hon. P. W. Morris, whom you will recognize as one of the best Republicans in the state, in speaking of the charges of fraud, said, in his newspaper, the Ritchie Gazette:

"We do not include Monroe county, because the election returns there show the result to be so close between the Republican and Democratic nominees for the house of delegates that it is necessarily a matter of much doubt as to which may be elected."

Mr. Morris stated the situation exactly. There was never a case framer from fraud nor on in the effort to employ corruption would have been more fruitless.

The alleged Monroe county "outrage" having been bolstered up with false frenzy, and misused at the time to make excuse for such crimes as the wanton expulsion of State Senator Kidd until after the vote for United States senator had been taken, it is really necessary now to continue the old bare-faced misrepresentation? The county of Monroe has borne an honorable name—what has the Intelligencer to gain by stigmatizing it? The Intelligencer may have unwittingly given voice to this gross untruth and slander—if so will it publish this communication, and withdraw the charge of "atrocious corruption?"

A. S. JOHNSTON, Union, W. Va., January 5.

In Reply to the Above. The Intelligencer did nothing "unwittingly." It will publish Mr. Johnston's card; it will not withdraw any charges, for the reason the charges are true. We do not, nor did we say anything against the "honorable name of Monroe county." As a county it has as fair a fame as any county we know of. The matter here we have to deal with is the means

that were employed to deprive Mr. Via, the regularly elected representative on the Republican ticket, to his seat in the legislature. The Democratic party had strong reasons for keeping Mr. Via out and putting Mr. Logan in. They accomplished their purpose. But how?

The returns as made by the election officers at the various precincts in Monroe county showed that Mr. Via, the Republican candidate, had a small but well ascertained plurality over his Democratic opponent. A re-count was demanded by the Democrats in certain districts before the Democratic county court, and they started in and counted one or two districts according to a certain rule or method; then when they came to count the other districts, in order to count their man in they HAD TO CHANGE THE RULE.

From this it is clear that the court recounted a part of the disputed ballots one way, when it was advantageous to the Democratic candidate, and another way when the system would work against the Republican candidate. However, the judge of the circuit court, by proper proceedings, passed upon the disputed ballots and, counting them all according to one fixed rule, ascertained that Mr. Via, the Republican candidate, had an honest and clear cut plurality over his Democratic opponent.

The Democrats appealed the case to the supreme court, and the ballots in dispute being a part of the records of the court, were taken to Charleston and the Republican attorneys pressed for immediate consideration by the supreme court. But having gotten the case into the supreme court the Democrats DECLINED TO GRANT UNANIMOUS CONSENT to have the case taken up out of its order, knowing that by such a delay the supreme court could not pass upon the case until some weeks or months after the legislature had adjourned.

Had they felt any confidence in the merits of their case, would not the Democrats have pressed the advantage? Surely, it is not unreasonable to suppose they would.

Mr. Via, the Republican candidate, had two decisions in his favor. (1) The returns of the election officers at the various precincts in Monroe county, IN EVERY CASE THE MAJORITY OF THESE OFFICERS WERE DEMOCRATS.

(2) A decision of the circuit court, upon a full hearing of the case, with counsel present and the disputed ballots counted over again and passed upon by one fixed rule. This was done without fear or favor, and which resulted in a majority for Via, Republican, over Logan, Democrat.

The Democratic candidate, Logan, had one verdict in his favor, namely that of the partisan Democratic county court, which counted part of the ballots according to one rule, and then changed the rule and counted the remaining ballots according to another rule! It was only by counting a part by one rule and the others by another rule that it was possible for them to manufacture "the alleged plurality for Logan, the Democratic candidate."

If the supreme court had passed upon those ballots, which were in Charleston on an appeal taken by the Democrats, the right of Mr. Via, the Republican candidate, to his seat would have been clearly established. The refusal of the Democrats to let the supreme court pass on this case is certainly prima facie evidence of the weakness of their own case, and the insincerity of their appeal and their desire not to have an adjudication of the crooked manner in which the county court of Monroe county re-counted the ballots.

It was a crooked count and that is all there is to it. In regard to the citation of Mr. Morris by Mr. Johnston in behalf of his contention, that gentleman not only republished the editorial of the Intelligencer, complained of by Mr. Johnston, in the State Journal, of Parkersburg, but warmly commended its spirit. This, however, is a mere abstraction.

If the action taken by the Democrats to keep Mr. Via out of the legislature is not tinged with moral obloquy, and if the practices of the Democratic county court of Monroe county were not a corruption of the ballots, then is mankind without guile. But this is only one case, and if further pressed the Intelligencer will take great pleasure in recalling some things that have been too soon forgotten. The Intelligencer in the meantime, begs to remain the esteemed friend of Mr. Johnston, of Monroe county.

To Elevate Domestic Service.

The servant girl problem has long been one of worry and many sorrows to housewives. Various solutions have been offered, many have been tried, but the perfectly acceptable servant has yet to be evolved. Of course many servant girls have their grievances no less renowned than the mistresses. But that is not the point in the present consideration of the matter, as we started out to call attention to a unique scheme devised by a Kansas City woman for the establishment of a servant girls' school in that city, which has the attraction of novelty, at least.

The originator of the Kansas City plan proposes to build a \$200,000 college for housekeepers and maids, where experienced teachers will give instruction in all the branches of household art. The diploma awarded to a graduate of this college would assert that the holder had passed a creditable examination in all the courses of instruction, including the departments of laundering, scientific cooking of meats and vegetables, nursing and care of the sick, chamber work, dish washing, sweeping, etc. The building would accommodate 100 servant girls as resident pupils. It would have a complete banquet hall. The pupils would live in the building, and aside from the course of study already outlined, they would receive instructions in the proper care of themselves, so as to make them from every viewpoint ideal servants. Banquets would be served and small parties dined. The public could have fine washing done in the institute, and the products of the school would be placed on the market.

Of course such a plan would hardly suit a city the size of Wheeling, but the idea in a modified form might. The great obstacle to domestic service urged by young girls is the mental position they are forced to occupy with the relation to the family, and this is what drives hundreds—yes thousands, into harder labor and—most uncongenial

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surroundings, but in which tasks they in a measure preserve their independence. Many of these would shine like jewels in domestic service if they could overcome the feeling that it is useless to deny exists. But this is one of the objects of the Kansas City scheme, that is, it is expected that from the operations of the institute to elevate domestic labor to a standard which will remove the distaste of young girls and women for house service.

Senator Pettigrew is still carrying his hatred of the American soldiers around in his small American heart. In the senate he declared that this country was guilty of the basest treachery, because it had attacked its allies. We had thought Pettigrew had been sufficiently rebuked in the late elections of South Dakota to keep quiet for some time to come. Pettigrew is a very petty statesman.

Ex-Sheriff Hare, of Monongalia county, made his final settlement the other day, and it developed that the county owed him four and one-half cents. This is the only record of the kind in the state we have ever heard of. It has been too painfully frequent the other way.

IMPORTANT DECISION

Of the Supreme Court of Pennsylvania Affecting Oil and Gas Interests. The Rights of Lessees.

A decision of unusual importance to every person interested in the oil and gas business has been handed down by the supreme court of Pennsylvania. It was in the case of Colgan against the Forest Oil Company and settled a question that has been in doubt for a long time.

Colgan, the plaintiff, owned a farm of 60 acres in Milltown district, on which the Forest Oil Company held a lease drawn in the usual way. Five wells had been drilled under the lease on the eastern part of the tract. The company also owned producing wells of moderate capacity on all the adjoining farms on the north, west and south, located at distances varying from 75 to 60 feet from Colgan's line. Colgan insisted that the western half of his farm should be developed by the drilling of other wells upon it, and asserted that he could get others to drill the wells if the defendant company would release that portion of the farm to him. The company declined to drill the additional wells on the grounds that they were under no obligations to do so, because they did not believe paying wells could be obtained on that part of the farm, and declined also to release it to him for the reason that they considered they had complied with the requirements of the lease and had thereby kept it in force as to the whole tract.

Colgan then filed a bill in the common pleas court of Allegheny county to compel the defendant company to drill on the western part of the farm or forfeit the lease to him, and also to compel the company to account for oil which he alleged had been taken from the western part of his farm through the wells on adjoining farms. The court, after fully hearing the evidence, made the decree prayed for in the bill, but the supreme court reversed it and orders the bill dismissed. The opinion was written by Judge Mitchell. In it he says:

"This is a bill in equity by lessor against lessee for specific covenants, or in the alternative for forfeiture of lease and also for an account. As the covenants are merely implied and their extent depends altogether on oral evidence of opinions, the case of relief is wholly wanting in that precision and certainty of contractual duty which is necessary to sustain the ordinary chancery decree for a specific performance."

"There is no relation of special trust or confidence between lessor and lessee in gas or oil leases any more than in any other. Like all other contracting parties, they deal at arm's length, each for his own interest. So long as the question is one of business judgment and management, the lessee is not bound to work unprofitably to himself for the profit of the lessor, and the parties must be left, as in other cases, to their own ways. It is only when a manifestly fraudulent use of the opportunities and control is shown, that the courts are authorized to interfere."

"As already said, defendant's contract obligation was to sink one well. It has sunk five. One of these, known as Colgan No. 5, it was desirable, in defendant's judgment, to locate near the line of another lessor, Caldwell. Defendant accordingly consulted both plaintiff and Caldwell, who both agreed to the location chosen, with notice from defendant to plaintiff that if it proved a paying well, plaintiff would in justice to Caldwell, put down another on Caldwell's side of the line as an offset. This was done. The well on plaintiff's side of the line proved a fair producer, though it declined after a few weeks, and the other well was then sunk on Caldwell's side and proved about an equal producer. This second well, known as Caldwell No. 4, is the chief subject of plaintiff's complaint and request for an account."

"It is quite apparent, as the learned judge reports, that each of these wells draws its supply partly from the other's territory, but this was foreseen and an express agreement made as to the location of the first one, and the necessity for the second, 'as an offset.' The plaintiff's bill, therefore, on this branch, is conclusively met by his own agreement beforehand to the conduct he now complains of. In cases of this kind, arising from conflicting claims as to the territory from which the supply of any particular well is drawn, it is only when the wells on adjoining territory are being fraudulently used to drain the complainant's land that courts have any occasion to interfere. The practical test is to be found in the question of the outside wells, as for example the Cald-

well draining the Colgan wells to such an extent that if the former were operated by a third party the defendant as lessee of the latter would find it good management to put down another well to save its own leased territory from exhaustion.

"If so, then good faith to its lessor would require it to put down the additional well, that the lessor might get his proper royalty. But if not, the latter has no cause for complaint."

"On the other branch of the case the court below found that the western half of the farm would furnish at least one paying well and decreed that a well should be put down by the appellant. There is fortunately no evidence whatever to support this finding. Not a single witness says so. All that the plaintiff showed was that there are several wells on farms adjoining the west half which are producing oil. How much was not shown, nor whether any of them had paid for its cost."

"Nor is the lessee bound in case of difference of judgment to surrender his lease, even pro tanto, and allow the lessor to experiment. Lessees who have bound themselves by covenant to develop a tract, and have entered and produced oil, have a vested estate in the land which cannot be taken away by any mere difference of judgment. It is not within the jurisdiction of any court to oust the owner and forfeit the title to estates in that way, and the jurisdiction of equity to decree any specific act or declare forfeiture depends on fraud averred and fully proved."

The case of A. B. Young vs. T. J. Vandergriff, the Forest Oil Company and others, decided at the same time, is similar in all essential features to the Colgan case.

REZIN KNOX SHINN,

A Former Prominent West Virginian, Dies at La Harpe, Illinois.

At La Harpe, Illinois, December 30, at the ripe age of eighty-seven, departed this life Rezin Knox Shinn, who in the earlier half of his life was a prominent citizen of Harrison county. He was born in the vicinity of Shinnston, his father, Moses Shinn, a farmer, removing early to Illinois. It used to be related of young Rezin that having once been set to grub a thicket, his father came around and found him sitting in the shade, having made very little progress. On being reproached, the lad said he had made up his mind that as he had not put those grubs in there he was not going to take them out. The Almighty had set them, and if He wanted them out He would take them out. The immediate result of the conversation is not related; but Rezin not long after was required to learn a trade, and being given his choice, chose to be a tanner and currier. He learned this trade and spent some years as a journeyman in Pennsylvania. Coming back to Virginia, he engaged in merchandising at Shinnston, in 1838, about which time he married Miss Sarah A., daughter of Robert Bartlett, a wealthy farmer and slave-owner near Clarkburg, a niece of "Uncle Jim" Barstow, of hotel fame. Mr. Shinn was in the mercantile trade at La Harpe continuously till his removal to La Harpe twenty years later. Dr. George Kirkpatrick, then Mr. Shinn's business partner, removed with his family to La Harpe at the same time, as did Silas Lay and wife. Van B. Hall, then but a lad, went in advance as manager of their joint store at La Harpe before the removal of the owners. A colored girl, Sybil Bohannes, who had been a part of Mrs. Shinn's dowry from her father, was offered her freedom, but being much attached to the family, insisted on going with them. Her presence at La Harpe, it being presumed she was still held in involuntary servitude, made some little agitation there. Mr. Shinn bought a Bible, inscribed her name in it, added over his signature a certificate of her freedom, and presented it to her. When this became known the dissatisfaction ceased, and she remained with the family until her death, some years ago.

Mr. Shinn was a man of high character and of rare business integrity. He was prostrated, as all merchants were, by the calamities following the panic of 1857; but he paid all his debts—as few did—and went on his way as times improved. He suffered similar mishap after the panic of 1897, but came out of it the same way. In the course of a somewhat adventurous business career after his removal to the west, he removed into Missouri, and again into Iowa, but returned to La Harpe in very high esteem. La Harpe was first organized as a city in 1859, and Mr. Shinn was chosen its first mayor.

The immediate cause of his death was spasmodic and incurable hiccoughing. This began about four years ago, continuing incessantly day and night, with intervals of cessation, which in the four years were equal to less than half the time.

Mrs. Flora Gittinger and Mrs. Matilda Boggers, widow of the late Dr. Ben Boggers, of Lumberport, are the surviving children. Their mother also is still with them.

In 1861, when the people of western Virginia, following the passage of the ordinance of secession, were agitating for resistance to secession and for a new state, the La Harpe colony of Western Virginians sent a message of cheer, which was published in the Intelligencer, exhorting their brethren to stand fast by the old flag.

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