IT WAS ALL A PUT UP JOB

That Is What the Chauvin-Fant People Say of the Failure.

JUST A NASTY PIECE OF SPITE

The Case Concerning the Attachment Taken to Court and Some Sensational Charges Made in the Complaint.

BUTTE, Feb. 13.—The Chauvin-Fant attachment came up before Judge Speer this morning on a motion of the company to dissolve the attachment levied on the stock of furniture in the name of the Omaha Upholstering company, and the proceedings were somewhat sensational as going to show that somebody, evidently an enemy of the Chauvin-Fant company, had been guilty of some underhand work in spreading the report of their alleged financial embarrassment.

Chancellor O'Donnell and L. J. Hamilton appeared for the company and Attorney Shelton represented the attaching creditor. In behalf of the company many affidavits, letters and telegrams were introduced to show that the Omaha people had no knowledge of the suit brought in their name, that it was contrary to their expressed orders, and that they did not have a dollar's claim against the Chauvin-Fant company at the time the attachment was levied. The Omaha firm had a claim against the company for $54 which was paid by draft on Jan. 31, and the suit for that sum and about $1,800 in alleged assigned accounts was brought on Feb. 4.

An affidavit by Mr. Chauvin had attached to it a letter from the Omaha company, in which it was stated that the company had been informed in Omaha, through a collection agency, that the Chauvin-Fant company was being hard pressed and so they asked for the $54. It was given and a draft was sent in payment.

The collector was instructed to proceed no farther than to present the account for settlement, but they were surprised to receive a copy of the STANDARD and a letter some days later stating that the Butte firm had been closed on an attachment in their name and on an account that had been paid.

The Omaha people denied that they ever brought a single claim against Chauvin-Fant, or that a dollar claim had been assigned to them, although the sworn allegations of the complaint alleged that the accounts had been assigned for a valuable consideration.

When the Omaha company heard of the attachment they instructed their collector to have the attachment withdrawn at once. They had been urged to give a bond on attachment and refused to have anything to do with it.

Joseph Deimel, representing the National Parlor Furniture company of Chicago, made affidavit that he came to Butte when he heard of the attachment and wired to the Omaha firm asking if they had authorized the suit and if they had purchased a lot of assigned accounts. Telegrams denying both were received and made part of the affidavit.

The affidavit on attachment was signed by one J. A. Longstaff, as agent for the Omaha company, but the Omaha company knew nothing about it and Longstaff admits that he was only a representative of the Good Templars' lodge, one of the assigning creditors, and who put in a claim for one month's rent in advance and attached on it.

Attorney Shelton filed several counter affidavits to show that the accounts had all buee sent to him for collection and that his action was perfectly straight and proper. He submitted a letter and telegram from Snow, Church & Co., of Omaha, representatives of the Omaha Upholstering company, instructing him to secure the latter's account and bring suit on it. Mr. Shelton said that after the account was placed in his hands the firm had no right to settle it without his knowledge. He also said he had a right to bunch the claims of other creditors and sign the name of one of them. He was attorney for the creditors and had authority to assign accounts for them. Mr. Shelton represented by his affidavits that the Chauvin-Fant company did not pay all their debts as they became due and that the claims sued on were past due. He also presented an affidavit from a collector for the First National bank to show that the Omaha draft was not paid when first sent for collection.

Mr. Shelton stated that a good bond had been put up to indemnify the attached company, and if they were wronged they had recourse by suing on the bonds.

Attorney Hamilton stated to the court that the defendants had no fault to find with the action of Mr. Shelton, though he failed to show any authority for commencing the attachment suit in the name of the Omaha company.

Mr. Shelton moved for a continuance of the hearing to give him time to secure additional affidavits and testimony, and the court stated that the proceedings placed the attorney in a rather bad light, and he would grant him a continuance until the 23rd. The court presumed that Mr. Shelton had been employed by the Omaha firm to look after their account, and that they then settled it without his knowledge.

Mr. Hamilton said that the Chauvin-Fant company should not be made to suffer because of the treatment of the attorney by his clients. The continuance, however, was granted.

Mr. Deimel stated after the adjournment of the hearing that before the attachment was levied he was informed by a law firm in Chicago, with whom he never had any dealings, that the Chauvin-Fant company was hard pressed, and the manner in which the information came to him convinced him that some one was spreading the report with a purpose. When he came to Butte, after the firm had been closed, he examined their books and stock and found that the firm was perfectly solvent at the time the attachment was made and that their bills were paid as they became due.

It is probably true that some one will be held responsible for damages and it may be this fact that induces the Omaha company to be anxious to disclaim responsibility for the attachment.

McGRATH IS ALL RIGHT.

The Police Commissioners Couldn't Find Evidence Against Him.

BUTTE, Feb. 13.—The police commission met this afternoon to investigate the case of Officer William McGrath, charged with undue cruelty and violence toward a prisoner named Joseph Glennon, who was a "trusty" at the jail. Glennon and the officer had been friends. The officer was on duty in the jail for a few moments Saturday morning while Jailor Feeley was out to breakfast. Glennon had been on duty firing up all night and after the jailor went away the officer permitted him to go out for a drink. He returned in about five minutes.

A man had just been brought in handcuffed and showed Glennon his wrists which were a little cut by the handcuffs. Glennon made some remark which the officer considered insulting to the police force.

According to Glennon's story the officer immediately assaulted him, striking him several times on the head with the key. He said the officer hurt his own thumb by shoving him through the gate. The officer claims he did not strike Glennon until after the latter had bitten his thumb.

The only witnesses to the affair besides Glennon and the officer were three prisoners. These prisoners were examined, but this was an entirely useless and unnecessary proceeding as the testimony of the prisoners was thrown out as unworthy of credence as soon as it was given. The three prisoners, Steve King, Coleman and Turcotte, all testified that the officer began the assault without provocation, that he struck Glennon first with the key, and that Glennon did not bite the officer's thumb.

After a long investigation the commission found itself in fact unable to determine just whether any blame should be attached to the officer or not. It was concluded that if Glennon chewed McGrath's thumb, McGrath was justified in hitting him with the key. If Glennon did not chew McGrath's thumb then McGrath was not justified in hitting Glennon with the key. The evidence of the three prisoners, the only witnesses of the affair, having been rejected, left the matter a question of choice between the veracity of the officer and Glennon.

The officer's testimony was evidently accepted as no blame was found against him for the assault. The chairman of the board was, however, instructed to give Officer McGrath a reprimand for permitting Glennon to go out after it was known that Jailer Feeley did not allow that privilege.

Some inquiries were made as to officers who do not pay their debts, and the commission instructed the marshal to get after the delinquents in severe style.

The question of revoking the license of the Clipper Shades was considered, but it was found that the commission has no authority in the matter.

Applications for positions on the police force were received and filed from Frederick J. Reed and William M. Chambers.

NAMES ENOUGH FOR A FAMILY.

Charley O'Donnell Doesn't Want to Keep Votes May for His Wife.

BUTTE, Feb. 13.—The woman to whom Charles J. O'Donnell was married something over a year ago is evidently a thoroughbred. They did not live together very long and a few months ago he commenced a suit to have the marriage annulled on the ground that when he married her she was not legally qualified to marry, as she already had a husband by the name of Jacob Price. In the complaint she was referred to by the name of Margueritta Lamita Mazeotu.

To-day O'Donnell's attorney appeared in court and secured permission to amend the complaint by inserting a few more aliases after the name of the defendant. The plaintiff learned that his wife had been an expert in the matrimonial business before he formed her acquaintance, and at different times she bore the names of Margueritta Price, Margueritta Walsh, Margueritta Mazeotu and Margueritta O'Donnell. She was best known in Butte as Viola May, and all these names were inserted in the complaint. It is not known that she assumed them all though, but it is believed she committed bigamy at least, three, four, five or six times. The last heard of her she was in San Francisco, but a summons sent to her there was returned undelivered.

Special sale of pianos and organs at Orton Bro.'s this week.

"LORD ROONEY,"

It Is Said to Be a Sparkling, Fizzing Triumph.

BUTTE, Feb. 13.—Of the latest farce comedy, "Lord Rooney," a well known critic says: "It is a sparkling, fizzing triumph from end to end. The arrangement is daring, noisy, slap-dash and trivial, but it is fashioned with a delicacy of artistry that you must not allow to escape you when you go to see it. It not only makes you roar with laughter, but in spite of its apparent fluffiness it is lighted by the real sunshine of nature. It is fierce, broad, rattling and reckless, but not for an instant is it theatrical and profitless. It contains not only a literary value, but it comes close to a sentiment that appeals to the heart." "Lord Rooney" will be at Maguire's opera house next Monday evening.

Valentine Sociable.

BUTTE, Feb. 13.—There will be a Valentine sociable at the Congregational church, West Granite street, opposite the court house, to-night (Thursday), at which the following programme will be rendered:

Recitation.....Miss Lizzie Evans
Vocal solo.....Miss Gorman
Flute solo.....Mr. Pooley
Recitation.....M. Mayer
Vocal solo.....Mr. Pooley
Recitation.....Miss Mabel Geenen
Vocal duet.....Miss Veroneau and Miss Bostwick

Everyone will be given a valentine at the door, supper will be served and a small admission fee will be charged which will include supper. A pleasant occasion is expected and all are cordially invited.

Mrs. Cameron's Plans.

BUTTE, Feb. 13.—Mrs. A. D. Cameron, wife of the late fire marshal, and her children, will leave in the morning for Bossburg, Stephens county, Washington. Mrs. Cameron's father, Peter Martin, formerly a resident of Butte, lives there, and Mrs. Cameron will reside with him temporarily at least. Whether she will return to Butte has not been determined as yet.

Mayor Dugan received to-day $25 from the Norwich Union Fire Insurance company and $5 from Charles Doomer, both contributions being for the benefit of the firemen's families alone.

Changes in Curtis' Music Hall.

BUTTE, Feb. 13.—Curtis' music hall is being completely remodeled. The hall has been abandoned and is being divided up into rooms and offices. The changes will be completed in a few days.

Awarded
Highest Honors—World's Fair,
DR. PRICE'S CREAM BAKING POWDER
MOST PERFECT MADE.
A pure Grape Cream of Tartar Powder. Free from Ammonia, Alum or any other adulterant.
40 YEARS THE STANDARD.

A. J. DAVIS' MILLIONS

Administrator Talbott Gives an Account of His Stewardship.

AS TO THE CASH ON HAND

The Big Estate Promises to Pan Out Handsomely Under the Management of Mr. Talbott

BUTTE, Feb. 13.—James A. Talbott, special administrator of the Davis estate, filed his annual report in court to-day. The report covers the year from Dec. 27, 1893, to Dec. 31, 1894, and states that since the filing of his last report he has brought suit to quiet title to lots 8, 9 and 10, block 6, of Davis & Barnard addition, which had been duly listed with the assessor but were dropped from the assessment of the estate and assessed to unknown owners through mistake and subsequently sold for taxes. The case has not yet come up for hearing. The administrator has received during the year $119,967.99, which amount, added to the cash in hand at the date of the former report, amounts to a total of $1,006,432.43. During the same period he has disbursed on account of the estate $86,940.33, which disbursement and evidenced by vouchers accompanyings are report, and there is now a balance of cash in the hands of the administrator of $919,492.10.

The administrator is informed that the stock of the Butte & Boston Mining company, owned by Andrew J. Davis at the time of his death, is still in the hands of the two special administrators appointed by the Massachusetts courts, also that certain bonds of the Butte & Boston similarly owned are under the control of the same administrators. Nothing has been done since the last report toward recovering them, but the administrator is willing to take any action in the matter ordered by the court. The administrator further reports that the note of Erwin Davis for $100,000 and interest, mentioned in the last report, which matured Jan. 4, 1894, was not paid, and the administrator has taken no action regarding the same, but is willing to do whatever the court deems best in the matter.

All the taxes and assessments levied against the estate for 1894 have been paid and are reported by vouchers. The taxes on the stock of the First National bank of Helena are paid by the bank for 1894 instead of by individual shareholders, as heretofore.

The suit mentioned in the last report for possession of 950 shares of stock of the First National bank of Butte, now in the possession of Andrew J. Davis, jr., was duly tried in the district court and decided in favor of Mr. Davis and an appeal was taken to the supreme court of the state, but up to the present time the supreme court has taken no action in the matter.

The administrator further reports that he has secured judgment on the notes of S. T. Hauser and A. M. Holter, and that in consideration of the delivery to him of 14,563 shares of the stock of the Parrot Silver & Copper company, of the par value of $145,630 to be held to secure payment of the judgment he has agreed to a stay of execution until 15 months from Jan. 1, 1894.

Pursuant to the order of court of Nov. 19, 1894, the administrator disposed of the Pacific lode at public sale on Dec. 22, 1894, for $90,000.

With the advice of counsel the administrator has compromised the judgment against B. H. Tatem and Charles Ellis for $30,000 net, credit for which amount appears in the account filed with the report. The notes involved in the judgment were appraised in the inventory of the estate as of no value.

The notes of Granville Stuart are now paid in full with interest, and the various amounts received thereon appear on the account. The collateral held to secure the payment of these notes has been released.

In accordance with an order of court the administrator has paid to George C. Fitschen $263.29, refunding Mr. Fitschen the amount paid by him for taxes on property owned by the estate. The administrator also signed the agreement for the consolidation of the First National bank of Helena with the Helena National bank, in accordance with an order of court.

The administrator represents that the present report does not include any fees of the administrator, but only includes his receipts and expenditures for the time mentioned include an outlay of $100 a month for bookkeeping and clerical work, $2,500 to Toole & Wallace as a retainer; $2,500 to W. F. Sanders as a retainer; $2,500 to McConnell, Clayberg & Gunn as a retainer, and $2,500 to William Scallon as a retainer.

The itemized account filed with the report shows that the receipts were mostly from royalties on mines, ground rent, payments on notes and from partnership interests in a few minor business interprises.

The recapitulation shows the following:

RECEIPTS.

Balance on hand Dec. 27, 1893	$886,464 44
Receipts for the year	119,967 99
Total	$1,006,432 43

DISBURSEMENTS.

From Dec. 27, '93 to Dec. 31, '94	$ 86,940 33
Balance on hand	919,492 10
Total	$1,006,432 43

Judge McHatton ordered notices posted of the filing of the account and appointed a day for a settlement.

At the Hotels.

BUTTE, Feb. 13.—The McDermott—H. Hirshfield, A. R. Wilber, New York; J. Goddard, Deer Lodge; George Anderson, Spokane; E. W. Holly, Omaha; J. A. Oechsli, Philipsburg; Henry Jones, Wm. Watson, Pocatello; E. S. Adkins, Pony; J. H. Dunn, Livingston; Fred Strauss, Cincinnatti; C. H. Alexander, Helena; J. S. Holmes, Silver Bow; Tom Cooney, Helena.

The Butte—A. J. Miller, M. A. Craig, Wm. Allen, Chicago; W. E. Osborn, San Francisco; H. C. Botsford, Dubuque; Thomas Starbird, Whitehall; L. C. Trent, Salt Lake; W. A. Lyon, New York; J. R. Holden, W. H. Hammer, Dillon; Ed. L. Howe, L. H. Harvey, Boston.

Extremely Cold.

During the last few days the country has been suffering from an almost unprecedented cold spell, yet the Centennial brewery holds the even tenor of its way and continues to turn out its famous beer unequalled for general excellence.

Give the Boys a Chance.

Drs. Jordan & Coulson have taken the Montana street stable. The very best care taken of horses. Call on them.

Every person needs free silver. You can get it at Fossemann Drug Co.'s.

Mr. M. H. Hirschfield, pianist, has started a piano class in Butte, and will teach there Monday and Tuesday of every week. A limited number of pupils will be accepted. For information apply to the Sherman Music Co., Butte.

All beef used at Whatley's cafe is stamped by the government inspector before leaving Kansas City.

Bargains in pianos and organs at Orton Bro.'s this week.

Ladies Appreciate

A good remedy and there is not any thing on the market that equals French Tansy Tablets for the relief and cure of painful or irregular menses. These tablets remove all obstructions, no matter what the cause. Manufactured by A. Augendre, Paris, France, and for sale only by D. M. Newbro Drug Co., Butte, Mont., sole agents. Price $2 per box; sent by mail securely sealed.

Free! Souvenirs given away daily. E. Wertheimer Drug Co., 19 W. Granite.

Season tickets are reduced to half price at the Butte skating rink, being now only $5.

BARGAINS.

Organs From $25 Up, Pianos From $103 Up—Now Is the Time If You Want a Cheap Instrument.

One second hand upright Behr Bro.'s piano, ebony case, in splendid condition, worth $200, will sell for $103. One upright Kelso piano, fancy walnut case, seven and one-third octave, brand new, $195. One slightly used upright Heinze piano, mahogany case, a beautiful piano, $197.50. Terms, $25 down and $10 monthly payments. One solid walnut parlor organ, $25. One solid walnut parlor organ, $30. One splendid second hand Kimball organ, $45. Terms, $10 down, $5 per month. If you are prepared to pay cash for an instrument don't fail to see us

ORTON BRO.'S,
305 N. Main street, Butte.

Notice to Contractors.

Proposals will be received at the office of the Parrot Silver and Copper company, at Butte, until 9 o'clock p. m. of Friday, March 1, 1895, for the construction of all, or any section, according to the division of the engineers in charge, of a ditch or canal upon the east side of the Jefferson river from a point about one mile below the Iron Rod bridge to a point about one mile below the Point of Rocks in Madison county, Mont. Proposals must conform and be made subject to the following conditions: The price per cubic yard for which loose *earth, loose rock* and *hard rock* under the classification of the engineers in charge will be excavated, should be stated separately. Each proposal must be accompanied by a deposit of cash, or its equivalent in the sum of $500 for each of the ten sections in which the work has been divided and for which a proposal may be made. Such deposits shall become the property of the Parrot Silver & Copper Co., should the parties making the same fail to make final contracts for or perform the work according to the same upon the acceptance of their proposals. The Parrot Silver & Copper Co. reserves the right absolutely to reject any and all proposals and to revoke the acceptance of any proposal at any time before the execution of final written contracts for the work by the company and the contractor, and any acceptance of a proposal shall be conditioned upon the execution of such final written contract by the contractor. Partial estimates on uncompleted work will not be furnished, but partial payments will be made upon the completion of one-fourth, one-half or three-fourths of the work embraced in any contract; but twenty (20) per cent. of all money estimated as due shall at all times be retained by the company on all work undertaken by the contractor shall be completed in a satisfactory manner. A plan, profile, specification and approximate estimates for the work may be seen at any time after Feb. 10th at the office of Baker & Harper, No. 222 North Main street, Butte, Mont., and information regarding a visit to and examination of the ground may be obtained by consulting J. H. Harper, the engineer in charge.

PARROT SILVER & COPPER CO.
By J. E. GAYLORD, Sec. and Treas.

Special sale of pianos and organs at Orton Bro.'s this week.

THE SIEGEL CLOTHING COMPANY
Sole Agents for the Celebrated
MILLER REGISTERED
Hats
The Miller Hat for this Spring, just received, is without equal as an appearance maker.
It is the most tasteful product of the season, and is sure to be stamped with the approval of all Hat buyers.
Stetson's New Spring Styles.
SIEGEL CLOTHING CO.,
BUTTE, MONT.

D. J. Hennessy MERC. CO.
A TERRIBLE TUMBLE!
Active Men wanted to buy out the remainder of our Stock of
MEN'S WINTER OVERCOATS
We Have but 70 Left!
And these we offer at figures which show upon their face the fearful cutting they have received.

3 Frown Wool Cassimere, were $15 each, now	$ 6.50
5 Heavy Gray Cassimere, were $15 each, now	7.75
10 Heavy Black Beaver, were $15 each, now	7.75
6 Heavy Black Beaver, were $17.50 each, now	9.50
2 Heavy Chinchilla, were $20 each, now	9.50
12 Fine Niggerhead, were $25 each, now	15.00
10 Heavy Chinchilla, were $25 each, now	15.00
12 Fine Kersey, tailor made, were $30 each, now	20.00
6 Heavy Frieze Ulsters, were $20 each, now	10.75
4 Fur-Trimmed Ulsters	At Half Price

BARGAINS FOR BOYS—We have but 29 Boys' Overcoats left, and these we offer at the following prices:

2 Cassimere Coats, 8 and 9 years, at	$1.75
2 Cassimere Coats, 8 and 9 years, at	2.00
5 Cassimere Coats, 8 and 9 years, at	3.00
15 Wool Coats, all sizes, were $7.50 each, now	4.50
2 Long Wool Ulsters, were $6 each, now	4.50
3 Long Wool Ulsters, were $10 each, now	6.00

D. J. Hennessy MERC. CO.
BUTTE, MONT.

We Have the STOCK... and we have the right PRICE
For instance, this Parlor Table
SOLID OAK, nicely finished, top 24x24 inches, solid cast brass claw feet, the PRICE,
$3.00

See our Solid Mahogany Tables at $8.50.
KENNEDY FURNITURE Co.,
BUTTE, - - MONTANA.

THE GREATEST YET OFFERED!
We are offering the greatest inducements in all branches of Dentistry.
ARTIFICIAL TEETH. The finest of teeth made on rubber for $10 per set. Cannot be duplicated in the State. Every plate fully warranted. No charge made unless perfectly satisfactory. PAINLESS EXTRACTION. We guarantee to extract any number of teeth absolutely without pain. No injury to the patient or bad after effects.
Crown and Bridge Work. We use the latest and most approved method of crowning and bridging teeth, and at prices that everybody can afford. Teeth filled without pain by the only known method. Let us quote you prices on anything you require in dentistry.
WILLIAM H. WIX, D. D. S.
BROADWAY and MAIN, BUTTE. Graduate University of Penna.

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Office: 110 N. Main St., over Great Northern Ticket office, Butte

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