THE DASHIELL TRIAL.

The Accused Testified in His Own Behalf.

HE MADE CLEAR MANY POINTS.

The Testimony of a Number of Expert Witnesses Was Heard,

BUT NONE SAID THE NOTE WAS FORGED.

The Commonwealth's Case Was Rested and Examination for the Defense Was Commenced—Ruling of the Court in Allowing Collateral Evidence.

Deputy Sergeant Fernevhough opened court promptly at 10 o'clock yesterday morning. At the suggestion of the Court the jury was taken out of the court-room while counsel argued the question at issue. The Court explained that counsel might allude to some evidence which would serve to confuse the jury if they should happen to hear it.

Commonwealth's Attorney Smith stated how the legal question had been raised. When Mr. Samuel D. Wallace, cashier of the Citizens' Bank, was on the stand on the previous evening, he had asked him the question whether the prisoner had negotiated at his bank a note for $1,000 issued in August, 1890, which purported to be signed by J. L. Ludwig. This note had not been paid until August, 1891, after Mr. Dashiell had been arrested. Counsel for the defense had raised objections against the admission of that evidence for two reasons, because it was not relevant, had nothing to do with the case at issue and was apt to confuse the jury; and secondly, that even if the evidence was admissible, it was too remote in point of time, and that nothing could be proven by additional evidence, except when the intention was to show a certain knowledge and intent on the part of the accused.

SYSTEMATIC FRAUD.

It was the purpose of the Commonwealth to show that very soon after Mr. Ludwig had left the city there had been commenced a system of fraud in Mr. Ludwig's name by Mr. Dashiell, who had negotiated the following notes purporting to be signed by J. L. Ludwig, and which they would attempt to prove and would prove to be forgeries: One note for $1,000 in August, 1890; two notes for $500 each in October, 1890; one note for $1,500 in December, 1890; two notes for $500 each in January, 1891; one note for $500 and one for $1,250 in February, 1891; one note for $500 and two notes for $1,250 each in April, 1891; one note for $1,000 in July, 1891—making in all an amount of over $10,000.

Mr. Smith cited about a dozen authorities from court decisions of the various States to support the proposition for which he contended. He stated that he thought it very evident from the manner and conduct of counsel for the defense that they intended to show that the complainant received the proceeds of the note. The evidence which he wished to introduce was admissible on another ground. It was intended to rebut the evidence of the defense. He was willing to take their own limits as to time and simply asked the Court to be allowed to bring in as evidence the acts committed by the accused during the time from August 1890 to August 1891 to prove the evidence of fraud.

THE ARGUMENT FOR DEFENSE.

Mr. Carter on behalf of the defense began his argument by stating that the collateral evidence should cover acts committed at or about the time as the one on which the case was based. He took the ground that a distinction should be made between the uttering of counterfeit bank notes and private notes. If a man uttered a counterfeit bank note there certainly was no proof of his guilt as to the making of them, but if he was caught with a pocket full of such notes at the time, then there was some evidence of his guilt. In regard to negotiable notes the aspect was a different one. The rule cited applied more strongly to money and bank notes than to individual notes. The authorities cited by the prosecution applied all to money. He knew of no decision in the courts of this State which authorized the admission of such evidence except in the case of bankable papers. If the evidence brought up by the Commonwealth's Attorney was admitted, then the case before the court would have to be stopped and it would have to be proven that the $1,000 note was either genuine or forged. The notes alluded to by Mr. Smith were for different amounts and negotiated in different banks.

Captain Wise thought that the position of Mr. Smith had grown out of a confusion in his mind as to the language used by the authorities, which referred to bank notes and other public papers rather than to private negotiable notes. If a man was uttering a $5 bill it would be rather harsh to assume that he forged the bill when he merely presented it at a bank. If such a charge was made in an isolated case the evidence would not be sufficient and would be presumed rather that he did know the bill to be a counterfeit when he attempted to pass it. If he had done the same thing about a week or a month before that time, then the evidence against him would be much stronger. This fact would indicate a system and would bring home to him what had been lacking before, evidence of a guilty knowledge.

THE QUESTION.

The question which Mr. Wallace had been asked involved two actions which were altogether different from each other, for he was asked whether he had been handling that $1,000 note, and at the same time he was to declare whether the note was forged or not. Whether or not Mr. Dashiell had any knowledge of this forgery could not be proven any better by the possession of a hundred notes than of one note.

The Commonwealth's Attorney had seen fit to bring a seperate indictment on the $1,250 note and now he attempted to bring in collateral evidence. This $1,000 note might have been an original note of Ludwig's, which had been renewed from time to time like the $1,250 note. There was only one indictment pending against Mr. Dashiell and yet the prosecution endeavored to inject different testimony, which, if admitted, would separate the case into four or five different ones by the introduction of the additional notes. In his opinion, the evidence should be confined to the point at issue. There was only a private obligation in this case and not a public security. The collateral evidence, if admitted would split up the issue of the case and the result would be that not one but four or five cases would have to be tried in one suit.

A DISTINCTION.

Commonwealth's Attorney Smith, in closing up the argument on the question, stated that counsel for the defense had cited but few authorities, and he felt pretty certain that none of the authorities made the distinction which Captain Wise had drawn, and which even the United States Court had not been astute enough to make in regard to forged public and private papers. If it was shown that a person had on several occasions uttered counterfeit money this fact was still consistent with his innocence, but this could not be said of forged individual notes.

Mr. Dashiell had confided as the administrator of the estate of William C. Ludwig in 1888, and was in August, 1891, arrested on the charge of forging certain notes. In his opinion the counsel for the defense was endeavoring to show that J. L. Ludwig, the complainant, had received the benefit of the discount of the several notes negotiated by Mr. Dashiell. If this was the case, the question arose, what had become of the $7,000 or $8,000 worth of Mr. Ludwig's paper. He took the ground that any facts connected with Mr. Dashiell's fiduciary relationship were admissible as evidence. The Court had ruled that the prosecution would have to prove the uttering of the note before its forgery could be established. He intended to show that at the time when the note for $1,250 was issued already $4,000 worth of Mr. Ludwig's paper was outstanding.

THE COURT'S OPINION.

The Court then rendered the following decision: "I know of no distinction nor of any authority for making a distinction between forged negotiable notes and counterfeit bank notes. The Commonwealth's Attorney must prove that the accused knew at the time, when he issued the instrument, that it was forged. The best evidence to attain this purpose would be to show that the accused uttered at different times notes which he knew to be false. As to the remote time the decision was entirely at the discretion of the Court. Under the authorities cited by the Commonwealth's Attorney I think that the evidence is admissible."

Mr. Carter took an exception to the ruling and it was understood that the same objection would apply to similar evidence which should be brought out by other witnesses.

The jury was then recalled and the proceedings of the trial were taken up again by Commonwealth's Attorney Smith, who called up once more Mr. Samuel D. Wallace, the cashier of the Citizens' Bank.

MR. WALLACE AGAIN.

Mr. Wallace, after taking the stand, stated that he was cashier of the Citizen's Bank and knew the prisoner for several years. He negotiated a note for $1,000 dated August 22, 1890, for sixty days, due October 22d, indorsed by Dashiell, paid August 25, 1891, either a day or two days after the arrest.

To a question asked by the Court witness stated that during the time from August 20, 1890, the bank held the note among the suspended papers. He never notified Ludwig, because it was the custom to notify the indorser only when the maker of the note lived out of town.

On cross-examination witness stated that on the day after the arrest, or a day later, he demanded payment of the note, which he received. The payment had been delayed, as Mr. Dashiell stated, because he was waiting for the settlement of the estate. The interest on the note as paid by Mr. Dashiell was $50.

Mr. R. M. Smith, cashier of the Security Savings Bank, knew Mr. Dashiell for many years. The accused negotiated a note of Mr. J. L. Ludwig in April, 1891, for $500. It was due on June 6th, but was not paid until June 23d. The note went to protest, and the indorser, Mr. Dashiell, was notified. The note was dated April 7, 1891.

Mr. Mann S. Quarles, cashier of the Planters' National Bank, was the next witness. He stated that he knew Mr. Dashiell, who had negotiated three notes at his bank. The first one, for $500, was dated October 2, 1890, and indorsed by Mr. Dashiell. It was discounted on October 10th and due December 31, 1890. It was renewed on January 2, 1891.

The second note for $500 was dated January 3, 1891, and was for thirty days. It became due on February 2d and was paid after maturity on February 17th.

The third note was dated Febuary 5, 1891. It was for $500 and discounted on February 26th. It was for sixty days and became due April 6th-9th and was paid on maturity. The two latter notes seemed to be renewals of the original one.

On cross examination witness stated to Captain Wise that he thought the proceeds of the renewed notes were used to pay for the original note. Mr. Dashiell paid the discount and received the proceeds of the notes.

MR. SINTON.

Mr. J. W. Sinton, cashier of the City Bank, was the next witness. When asked by Mr. Smith if he had negotiated a note signed by Mr. Ludwig for $500, which was dated October 4, 1890, he replied in the negative. He never held any note of Mr. Ludwig which was indorsed by Mr. Dashiell. The only note of Mr. Ludwig which he ever held was one deposited by Mrs. Bellenot.

The Court decided that the testimony of the witness was irrelevant and not evidence. He was told to stand aside, and his testimony ruled out.

At this juncture a short recess was taken to await the arrival of some witnesses. At the suggestion of the Court, Deputy Sergeant Fernevhough took the jury out to get some fresh air.

After the recess Mrs. Bellenot was called to the stand. Witness stated she knew Mr. Dashiell for a long time. She held one of Ludwig's notes for $500, which she got from Mr. Dashiell. Witness was shown the note, which she identified. The note was dated July 3, 1891.

On cross-examination witness stated that she discounted the note on July 3d. She first heard that the note was questioned when Mr. Leroy E. Brown came to her store and saw the name of Mr. Ludwig on her bank-book.

Mr. N. W. Nelson was the next witness. He knew Mr. Dashiell for a long time. He held a note of J. L. Ludwig for $500, dated October 4, 1890, which became due January 5, 1891. He deposited the note in the City Bank. Mr. Dashiell paid the note soon after he left the Browns and a long time before his arrest. Witness then surrendered the note. It was long before the arrest.

LUDWIG AGAIN.

Mr. J. L. Ludwig was recalled by the prosecution. He stated that he did not execute the note for $500 which Mrs. Bellenot bought of Mr. Dashiell. When shown the note he said he did not sign it, and did not receive the proceeds of the note. He also denied having signed the notes which were held by Messrs. Smith, Sinton, Quarles, Nelson and Wallace, to which the several parties had testified.

On cross-examination witness stated that on July 7, 1891, he was in Petersburg. He was in Richmond on June 26, 1891. He had no recollection, but might then have given a note for $500. He had no recollection, but might have given a note at that time for ninety days. Mr. Dashiell sent him a note for $500 on June 6th which ran for six months. He had considerable correspondence with Mr. Dashiell. He produced all the letters in his possession, while he destroyed some of his letters early in the year. He selected what he thought would be of value to him in regard to financial matters. The others he destroyed. His brother, J. A. Ludwig, was stopping at present at Mr. Brown's house.

Mr. Sinton, when called back, stated that the note deposited by Mr. Nelson was dated October 4, 1890. It was for ninety days and matured on January 5, 1891. Witness was about to state when the note was withdrawn, but counsel for the defense objected.

There was some more delay owing to the absence of Messrs. Joplin of the First National Bank and Boudar of the Merchants' Bank.

In the meantime Mr. Wallace identified the $1,000 note of Mr. Ludwig, which had been discounted by the Citizens' Bank for Mr. Dashiell.

KNEW THE HANDWRITING.

When questioned by Mr. Carter he stated that he knew Mr. Ludwig's handwriting. He was shown the $1,250 note claimed to be forged and stated that if it had been presented to him by a reputable person he would have discounted it. He believed the signature to be genuine. He had been an officer of a bank for fourteen years and had some knowledge of handwritings, for it was the main duty of bank officials to become familiar with signatures. Witness was then told to compare the signature of the $1,250 note with signatures to letters which had been admitted by Ludwig to be genuine. He thought the signature of the note looked more like that of Ludwig than some of the signatures of his letters. He believed the signature of the note to be genuine. When shown the different notes claimed to be forged witness thought they did not differ any more than any man's writing did, and if they had been presented to him at the bank he would have discounted them unless suspicious circumstances had been connected with the presentation. He would certainly never have doubted the signatures.

On redirect examination by Mr. Smith, Mr. Wallace stated that prior to Mr. Dashiell's arrest he had become familiar with the handwriting of Mr. Ludwig, which he had noticed on checks and drafts which he either signed or indorsed. He was able to describe his handwriting, but he did not think that he would be able to detect a forgery of his signature if the same was carefully executed. Since the preliminary examination in the police court he had refreshed his memory somewhat, and his knowledge in regard to Mr. Ludwig's signature was greater now than it had been before Mr. Dashiell's arrest.

THE J'S AND L'S.

When asked by Mr. Smith if he had noticed that Mr. Ludwig, in his signature to commercial paper, always joined the "J" and "L" in his initials, witness stated that he could not recall the fact. Mr. Smith then pointed out that in the signature of the alleged forged note for $1,250 the "J" and "L" were not connected, that the "L" in Ludwig began with a down stroke instead of an up stroke, as it appeared in all the other signatures that the "u" in Ludwig also began with a down stroke instead of an up stroke as in other signatures, and that noted was made after the name Ludwig. Mr. Wallace admitted all these irregularities, but insisted that he believed the signature to be that of Mr. Ludwig.

When questioned by Juror Mann, witness stated that he would have discounted the $1,250 note, if it had been presented by any other reputable citizen, as well as he did for Mr. Dashiell. He knew from experience that the signatures of very few men were always alike, and that even his own was not always the same.

MR. JOPLIN.

Mr. J. C. Joplin, teller of the First National Bank, was called as the next witness. He has been connected with banks for more than twenty years. He had frequently compared signatures, but disclaimed to be an expert. He had known Mr. Wallace ever since the latter had been in the banking business. He himself had been a teller in the bank for at least twenty years.

Some legal discussion then arose as to the qualifications of an expert, counsel for the defense taking the ground that witness was not an expert, according to his own statement.

The testimony was finally admitted by the Court. The several notes in evidence were then shown to witness, who, after some deliberation, stated that the formation of the letters in the several signatures were alike, but that there was a certain dissimilarity which he could hardly explain. He was not familiar with Mr. Ludwig's handwriting, but he could say that a man might write differently at different times, often the pen used also created a difference in the appearance of a signature. The signature in the $1,250 note looked very much like that in the $1,500 note, but even between the two was a difference. The characteristic in the handwriting which appeared in the signatures of all the other notes could not be noticed in that of the $1,250 note, but this might have been caused by the surrounding circumstances.

When cross-examined by Captain Wise witness stated that he might have passed forged checks thinking them to be forged, and he knew that on some occasions he had thrown out checks, the signatures of which he thought to be forged and which afterwards appeared to be genuine.

When asked by the Court whether in his opinion the signature on the $1,250 was made by the same person as those on the other notes witness said that he could not answer the question either way.

When asked by one of the jurymen witness admitted that he would have discounted the $1,250 note if it had been presented to him by a reputable person.

MR. BOUDAR.

Mr. H. B. Boudar was next called to the stand. He told the jury that he was a bookkeeper and accountant, and as such had thirty-six years' experience. He did not claim to possess a peculiar talent, but he had acquired a certain amount of knowledge as to signatures by his long experience. When the several notes and letters were handed him to examine them as to the nature of J. A. Ludwig's signatures he stated that their dissimilarity struck him very forcibly. He noticed the same in the formation of the different letters, but he admitted that all the papers, in his opinion, could have been signed by the same person.

On his cross-examination witness stated that Commonwealth's Attorney Smith had called on him last Saturday, and had shown him four notes and one check, but he did not remember what notes they were. He was not familiar with Mr. Ludwig's handwriting, and had never before seen any of his signatures except when he was shown them in the police court. The signature in the receipt for the $34 had the appearance of being genuine. In the signature of the $500 draft the formation of the letters was very different, and he did not like to state whether, in his opinion, Mr. Ludwig wrote the same or not. He would not accept it as his signature, and yet he would not like to pronounce it a forgery.

The signature had been admitted by Mr. Ludwig to be genuine.

The prosecution then rested their case, and a recess was taken until 4 o'clock in the afternoon.

THE AFTERNOON SESSION.

Long before the court-room was thrown open for the afternoon sessions a big crowd thronged in the hall-way and it was impossible for those who had any business in the City Hall to pass through. As soon as the doors were opened a terrific jam ensued and in a few seconds all available space was occupied.

Mr. James D. Craig, deputy Treasurer of the city of Richmond, was the first witness called by the defense. He stated that he was familiar with handwriting and was competent to give an opinion as to the genuineness of signatures. He was shown the Ludwig notes which were admitted to be genuine and also a number of letters which was signed by Mr. Ludwig, as he admitted when on the stand. He compared with them the $1,250 note and stated that in his opinion they had all been written by the same party.

On cross-examination by Mr. Smith witness stated that he was a teller of a bank twenty-seven years ago and since then a general and individual bookkeeper and general assistant in banks. His present duties as deputy City Treasurer required him to look over signatures to checks, etc. When the checks came to him they had been received by some one else, but they might be rejected afterwards by him as forged. Whether such a case had ever happened, he did not recall at this time. Counter checks were passed by the tellers in the banks, while exchange checks went directly to the bookkeeper. It was the duty of the bookkeeper in the Planters' Bank to compare the signatures on checks and notes with the standard signature on the book of the bank, a duty which should be performed by the bookkeeper of every bank.

TO COMPARE THE SIGNATURES.

Witness was shown the several genuine notes to compare the signatures. He stated that there was a variation in the signatures: that the general characteristics were smooth and firm but irregular. However, he could not discover any nervousness in them. The same opinion he gave in regard to the signature of the $1,250 note. He had never heard that a man would write his name in the body of a letter different from his signature at the bottom. He acknowledged the difference in the signature of the $1,250 note as pointed out by Mr. Smith on previous occasions, and said that while there was an absence of continuity in that respect in the signature, yet it was his firm belief that the note was signed by the same person as the other notes.

He was shown by Captain Wise the four signatures made by Mr. Ludwig in court on the previous day at the request of Juror Hughes, and he pointed out in the second signature the same peculiarities which had been discovered in the signature of the $1,250 note.

Mr. Bernard Peyton, Jr., cashier of the Merchants' and Planters' Savings Bank, who on the previous day had been called by the prosecution, was then put on the stand by counsel for the defense. Notwithstanding the objection raised by Mr. Smith, his testimony was admitted by the court.

Witness was shown the different notes, the genuine ones as well as those which are alleged to be forged, and he stated that in his opinion they were all written by the same hand.

When asked by Juror Hoofnagle witness stated that he had discounted Mr. Dashiell's individual note for $1,250, for which he had given him two of Mr. Ludwig's notes for $1,250 and $500, respectively, as collaterals. The note of Mr. Dashiell had not yet been paid, for the reason that no demand had as yet been made for the same.

When cross-examined by Mr. Smith witness stated that if the notes of Mr. Ludwig were proven to be forgeries his bank would only have Mr. Dashiell's note as security.

MR. DASHIELL.

Mr. William S. Dashiell was then called by Captain Wise, and the excitement in the densely packed court-room became very great. Mr. Dashiell appeared to be very composed, and answered all questions with great calmness and frankness. In his direct examination he made the following statement to the Court and jury:

He was thirty-six years old, the defendant in the case and at present engaged in the real estate business. He had known J. L. Ludwig since September, 1875; he first met him when he was a ward of Mr. J. Thompson Brown. Witness was then the manager of the affairs of the four Ludwig brothers and in behalf of his firm paid out all the money expended for their education, &c. When John became of age he asked for a settlement and his portion was allotted to him. Soon after John went West. In 1888 his brother, W. C. Ludwig, died, and the balance of the money due him was then in the hands of J. Thompson Brown, outside of the sum of $6,000, which had been loaned to H. M. Smith & Co.

After the funeral of W. C. Ludwig, at which witness was a pall-bearer, the two brothers, J. L. and J. A. Ludwig, came to his office and asked him to qualify as their administrator. They talked the matter over and he consented to do so. The next day he qualified in the chancery court. At first he thought that the estate of W. C. Ludwig was all right, but soon found out that the $6,000 debt was tied up. Early in 1889 the firm of H. M. Smith & Co. failed, and it appeared that the deed of trust for the $6,000 loan had not been recorded. It was found that they had bought property from J. R. Tupper and the deed of sale had been delivered, but the firm never executed the deed and the same could not be found. In consequence of this oversight the estate of W. C. Ludwig was tied up in litigation from January, 1889, until the summer of 1890, and it did not bring a dollar. At the close of the court proceedings it was decided that the property in question should be sold. Before this was done witness told Mr. J. L. Ludwig that it would have to be bought in by some one or it could not be sold for its full value.

A SALE.

After the suit had been decided in favor of the Ludwigs and the lien established the property was sold and bought in by witness for $6,300. Little over two months ago he sold the property for the same amount to Mr. Walleretein, and this was the first money which he realized out of the estate.

A decree issued in the chancery court was shown on the previous day, which allowed witness to check for the money adjudicated to the Ludwigs, but that money was used to make up the purchase-money for the property in question, to get it out of litigation. Up to that time he had no means of the Ludwigs in his possession as their administrator.

After having been shown the various notes Mr. Dashiell continued that Mr. Ludwig was always after money and had repeatedly urged him to close up the estate as soon as possible. He then stated the various amounts of money which he paid to Mr. J. L. Ludwig. On May 18, 1889, he let him have $1,200 by check; on October 4, 1889, he paid him $200; on March 8, 1890, he paid $100; on April 15, 1890, Mr. Ludwig drew on him for $1,000, and he paid the draft. On April 21st he paid him $255.18; on June 5, 1890, $500; on August 18, 1890, $800, and on April 14, 1891, $260, or a total of $4,742.22. Besides he paid $500 counsel fee to Mr. Hill Carter for establishing the lien. During this time he was a member of the firm of J. Thompson Brown & Co. On April 1, 1891, they dissolved partnership.

ADVANCED MONEY.

In May, 1889, he had money of his own, of which he advanced Ludwig $1,200, and in October he gave him $200. In the spring of 1890 he received $250 from Ludwig for the October loan. He thought he gave Ludwig in October $50 in money besides the $206 check, but had no voucher for the amount. In the spring of 1890 Ludwig wanted $1,000 and signed a note for $1,500, which covered the $1,000 for which he drew on Dashiell, the $250 note and a loan of $100. In June next Ludwig wanted more money, but witness then had no money on hand. On Sunday, June 28th, he saw Ludwig at Ford's Hotel, where he was stopping on his bridal tour. Next day or on Tuesday next, he called at his office, where witness told him that the estate was still tied up, and that there was no way to press it. As soon as matters were in shape a settlement would be obtained. He told Ludwig that to obtain money he would have to sign notes, for he could not advance any more money. Ludwig then signed the $500 note and that for $1,250. He also signed several notes in blank after witness had told him how they would be used. The $1,250 note was in payment of the $1,200 loaned by witness and the $500 note for the check which he had sent him before his wedding trip. The $1,500 note he thought was for six months and matured in October, when it was renewed. Next spring it was renewed a second time. Ludwig signed the $500 note when in this city on his wedding trip. He then said that later he would need another $1,000, and witness later paid his draft for $700 and again he gave him $260. Ludwig signed two notes for $500 in addition, which were thought to be sufficient until the estate was settled up.

DISSOLVED PARTNERSHIP.

Up to April 1, 1891, the time when he dissolved partnership, witness had kept a detailed account of all the Ludwig notes on the last page of what was known as the Ludwig ledger, which contained the accounts of the firm with the several members of the Ludwig family. When witness was first arrested, on August 24th, he went to J. T. Brown's office and asked for that ledger. Mr. Leroy E. Brown had then left the city and the ledger could not be found. He went back to the office several times, but with no better result. At the time when witness dissolved partnership Mr. J. Thompson Brown agreed to give him access to the books of the firm at any time. However, he was afterwards refused access, and especially the Ludwig ledger, and his power of attorney had disappeared from view.

The statement of witness, that his present relations with the Browns were very unfriendly, was objected to by Mr. Smith, but admitted by the Court, who deemed it of great importance to Mr. Dashiell, inasmuch as the Ludwig ledger could not be found.

Witness stated that he also left two boxes of private letters at Brown's office, which had disappeared, and the letter from Mr. Ludwig which he had produced in court he had accidently found in his office among old papers. The bitter feeling between him and the Browns had been created about three months before his arrest. The first breach occurred on April 18th.

SIGNED THE NOTES.

All the Ludwig notes had been sent to him and returned signed, or they had been signed by him in blank while in the city. Witness stated positively that he had never signed Ludwig's name to a note. The proceeds of the $1,500 note of April 18, 1891, were given in renewal of the first note of that amount. The proceeds of the $300 note just about covered the advanced $260 and interest. He carried the note from April until about July, when he sold it to Mrs. Bellenot. Ludwig never complained to him about the notes nor expressed any suspicion until the arrest of witness. The $500 notes referred to by Mr. Quarles could be explained from the ledger if it could be found. He thought they were renewals for one original note of that amount. The $1,000 note discounted by Mr. Wallace was given for the $800 draft and interest and discount. Mr. Wallace agreed to carry, but as soon as witness was arrested he demanded payment and received it on the evening of August 25th. If it had not been for witness' arrest, and if the Ludwig brothers had agreed among themselves, the estate would have been settled up long before this time. Each one of the two brothers would have received about $2,000. He had overpaid J. L. Ludwig $2,100, and the latter would have to pay him $1,000 if he, witness, was to pay the outstanding notes, amounting to $3,500. There was a dispute between J. L. and J. A. Ludwig, the latter claiming three-fourths of the estate. If this claim was correct, J. L. Ludwig would owe witness $3,400 if the latter should have to pay the notes. Every one of the notes was signed by Ludwig, who had received a loan for the same.

When questioned by Mr. Carter witness stated that the amounts paid by him to Ludwig, as mentioned above, were all he could find in the absence of the ledger, but thought it was too small. However, each charge was covered by a voucher.

AS BOOK-KEEPER.

When cross examined by Mr. Smith witness stated that he was book-keepar for the firm of J. Thompson Brown & Co. from 1888 until March, 1891. He was shown a statement of the Ludwig estate, which he said was made by him. It showed a balance of $1,1[illegible]4 in favor of the Ludwigs and it was made in account with J. Thompson Brown & Co. and not with W. S. Dashiell. The account was made out in part by witness and only the bottom items were added by some one else. It showed a credit to J. L. Ludwig on April 1, 1889, of $1,1[illegible]5.41.

The firm paid Ludwig's draft for $1,200 on May 20th, and witness sent Ludwig his personal check for $1,200 on May 1[illegible], 1889, to Birmingham, Ala. An agreement existed between the Ludwigs and himself by which all the money coming to them from the W. C. Ludwig estate should be paid to them directly by the firm of J. Thompson Brown & Co., and not by witness. This agreement formed part of the power of attorney given to witness, and which had disappeared in Brown's office. The power of attorney had been drawn up by Mr. William A. Talman, who has since died, and who advised him that the instrument would prevent any trouble in the administration of the estate. It was sent to the Ludwigs and returned by them after they had signed it.

The $6,000 loaned to H. M. Smith & Co. were given by W. C. Ludwig at the witness' advice. Witness advanced Ludwig $1,200 in May, 1889, for which he gave a due bill; in October, 1889, he gave him $250 more. He then had nothing of the estate in his hands. When he wanted more money witness indorsed his note. He let the note go by and only paid it after discounting the $1,500 note. If it had not been for Ludwig's letter, which he had found at his house, he would have never been able to give a satisfactory explanation of the $1,500 note. Ludwig when in this city on his bridal tour signed about six blank notes, which were to make the necessary provisions until the settlement of the estate.

AS A BROTHER.

Witness never copied any letters he wrote to Ludwig, because he regarded him as a brother. Since he left J. Thompson Brown & Co. he had only written two letters to Ludwig, and the latter had only drawn on him once for $260. The $1,250 note which was signed in July was for six months. He never used the note because he wanted to use it for an investment in real estate in Washington, which fell through. He let the note run over its time and subsequently had it renewed. When he negotiated the $1,250 note with the Merchants' and Planters' Bank notes of J. L. Ludwig were outstanding for the following amounts: $1,500, $1,000, $500, $500. The note taken up by Mr. Nelson for $500, he thought, was withdrawn at that time. He had given Mr. Nelson his individual check for the amount and received the note in return. The amount of the notes was about the same as the money which he had advanced to Ludwig. The two accounts usually varied about $100 or $200, and in the opinion of witness generally in favor of Ludwig.

At this point a recess was taken until 10 o'clock this morning.

Juror Lewis F. Mason, who had been informed of the sickness of his wife, was permitted to visit the same in custody of a deputy sergeant.

"My Daughter's Life

Was saved by Hood's Sarsaparilla," says Mr. B. B. Jones of Alma, Maine. "She had seven running sores in different places on her body, but since giving her Hood's Sarsaparilla she has became well, strong and healthy."

DRY GOODS, &c.

Meyer's—6th & Broad.

Meyer's

Commencing this morning, we place on sale in the Cloak-room just 259 Jackets for Ladies in four different shapes:

Long Military Reefer.
Loose-Fitting Reefer.
Long Hip-Seam Jacket.
Tight-Fitting English Coat.

The price of which are just $5 each.

A more remarkable bargain we doubt if you ever have seen. While of some there are only one, two and three of a kind, which of course we can't describe, we give below a few details:

For $5 All-Wool Beaver Military Reefer, four silk loops, cloth faced, silk cord all around edge, solid black and navy blue, sizes 32 to 42.

For $5 Rough-Wool Cheviot Reefer, with full wool Astrachan collar, four silk loops.

For $5 Rough Black Diagonal Cheviot Hip-Seam Jacket, 32 inches long, Astrachan pockets and trimming.

For $5 Gray Diagonal Cheviot Hip-Seam Jacket, with double row large pearl buttons.

We won't take space to say how we came across such a lot of Cloaks for so remarkably low a price, but we will say, and we think you will agree, that many are worth from $7.50 to $12 each.

Miller & Rhoads.

STORE NEWS.

SATURDAY, October 24th.

The Fire Sale!

On account of the lateness in making the necessary repairs on our first and second floors we were unable to put much of our damaged stock into salable shape. That which was the most injured by fire has been nearly disposed of, and now we are going through every department carefully and reducing the slightly soiled and smoked goods—in fact, the greater part of our dry goods are just as perfect as they were before the fire—but we realize that having had fire and smoke in the house injures more or less the general character of the stock in the estimation of the public—and so the prices will have to drop—way down—until every vestige of our present stock is disposed of.

In the Coat-Room—

Not a drop of water on our Coats—not an odor of smoke can you detect about one of them—in fact, many of them came in since the fire—but we know we cannot get full price for them—which is your gain and our loss. On any Coat in our house you can save from $1 to $5 on the price.

Ladies' Blazers, Reefers, Jackets,
Capes and Connemaras,
Children's Reefers,
Misses' Jackets,
all at reduced prices.

Our stock of Dress Goods, which just came in a week or so previous to the fire, is entirely uninjured, but the prices have been changed, so as to dispose of it at once.

Miller & Rhoads.

DRY GOODS, &c.

Woodward & Lothrop,

Temple Dry Goods Store,

CORNER BROAD AND ADAMS STREETS.

STORE OPEN FROM 8 A. M. TO 6 P. M.

When you are too busy to call in person it is always perfectly safe to send a messenger. Why?

BECAUSE WE HAVE

ONE PRICE

FOR EVERY CUSTOMER, AND THAT PRICE IN PLAIN AND DISTINCT FIGURES.

No transaction with us is ever finally completed until you are pleased. We don't want a customer of ours disappointed.

Our rule is: Money refunded and goods taken back if not satisfactory.

We call attention to our

NOTION COUNTER.

It is always full of articles of interest to the ladies.

The fat purse and the lean alike leave a part of their contents here, for ladies, in whatever circumstances, must have their Pins, Needles, Elastics, Crimpers, Whalebones, Darning Cotton and the host of other small but indispensable articles that are found in a notion stock.

THINGS FOR EVERY-DAY USE.

Glove-Darners, 8c.
Darning Cotton in all shades, fast colors, 3 and 4c. a ball.
Stocking-Darners, 8 and 10c.
Cube Pins, three sizes, 5, 12 and 18c.
J. & P. Coats' Spool Cotton, 4c. a spool—45c. a dozen.
Basting Cotton—200 yards, 2c. a spool; 500 yards, 5c. a spool.
Barbour's Linen Thread in white, black and ecru, 7c. a spool.
Ready-Wound Bobbins for Singer and Domestic Sewing Machines, 5c. a box.
Crochet Cotton, white and ecru—Large balls, 10c.; small balls, 5c.
Belding's Spool Silk, 100 yards, 8c.
Twist, 2c.
Cutter's Spool Silk, 8c.
Twist, 5c.
Fast-Black Darning Cotton, 2c. a card—20c. a dozen cards.
Dexter's Knitting Cotton, 7c. a ball or $1 a box.
White Cotton Tape, 36 yards to piece, 18c.
Yokes for Flannel Shirts, 10c.
Curling Irons, 20 and 25c.
Alcohol Lamps, 25c.
Hair-Pins, assorted, 100 in a box, 5c.
Fancy Silk Garter Elastic, 56 and 60c. a yard.
Black and White Cotton Elastic, from 4 to 9c. a yard.
Colored Silk Elastic—⅝-inch, 18c. a yard; ¾-inch, 25 and 35c. a yard.
Ladies' Hose-Supporters, with belt, 25c.; without belt, 18 and 20c.
Misses' Hose-Supporters, without belt, 12½c.
Ladies' Safety Belt, 25c.
Black Silk Eye-Glass Cord, 5c. a yard.
Plain Hooks and Eyes, 3 and 4c. a card.
Bent Hooks and Eyes, 3c. a card.
De Long's Hooks and Eyes, 5c. a card.
Fancy Key Racks, 25c.
Drums of Colored Beads, 10c.

WOODWARD & LOTHROP.

FLOUR.

STAFF OF LIFE.

1774. FLOUR 1891.

The reasons for the UNPRECEDENTED SUCCESS of PATAPSCO FLOUR for OVER ONE HUNDRED YEARS are:

Because the PATAPSCO FLOURING MILLS grind the CREAM OF THE BEST HARD WHEAT OF EVERY VARIETY grown in this country.

Because the FLOUR is ALWAYS UNIFORM IN QUALITY, and always gives the HIGHEST RESULTS TO THE CONSUMER.

Hence, PATAPSCO SUPERLATIVE PATENT is the PREMIER Flour of America.

IT LEADS ALL BRANDS in this country and all American brands in Europe.

Ask your Grocer for it.

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Office, No. 214 COMMERCE ST., BALTIMORE, MD.

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FINE LAUNDRY WORK

OF EVERY DESCRIPTION

—BY—

VIRGINIA LAUNDRY AND TOILET SUPPLY COMPANY.

LACE CURTAINS A SPECIALTY.

PHONE 911.

1207 W. Main and 836 E. Main Street.

NEW YORK LAUNDRY WORKS, 12 north Ninth street.

PRICES FOR 1891:

Shirts, 10 cents each; Cuffs, 2 cents each; Collars, 2 cents each. Clothes called for and delivered free of charge. Telephone, 541.

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