

VON LIEBICH MAY RETURN

Elbert Hubbard Wants Musician's Bail Surrendered.

Bail for the Amount Furnished but Letter Declares He Is Not Holden to Hubbard.

The female case of alleged bigamy against Rudolph Von Liebich, formerly a resident of Burlington, who claimed to be a strait-laced man who was known here as a teacher of music and a performer upon the piano of unusual ability, was brought into prominence again Thursday by the filing of a case in the county clerk's office. The case is that of Elbert Hubbard of East Aurora, N. Y., the man who founded the Roycroft shops and the publisher of the Philistine, against Henry Hubbard, Von Liebich's attorney.

The case grows out of the question of furnishing bail in Von Liebich's case, whereby he was released from the county jail after he had served there several weeks. The amount of bail was \$75, but Hubbard really seeks only \$50, the amount of bail which was furnished before Justice George W. Deshler. But was originally furnished through Emma H. Tucker of East Aurora, who placed the money in the hands of Attorney Hubbard to become surety. Later Hubbard claims to have assumed Mrs. Tucker's part in the transaction. His attorney in the matter is J. M. Macomber.

MR. MACOMBER'S STATEMENT

Mr. Macomber was seen Thursday afternoon and asked to state Mr. Hubbard's claim. He said that Mr. Hubbard assumed the sum taken by Mrs. Tucker after she returned to East Aurora. He said Mr. Hubbard's claim was that an agreement was made between Mr. Hubbard and Mrs. Tucker, whereby the sum should be returned to her when or if she demanded it. He said that Mr. Hubbard claimed the sum agreement was good with him when he assumed Mrs. Tucker's part. He had demanded the money of Attorney Hubbard but the latter had refused to return it and the suit had consequently been brought. Mr. Macomber said that it was suggested that Von Liebich would be surrendered to the authorities in case the bail was surrendered by Attorney Hubbard, or removed by Mr. Hubbard.

ATTORNEY HALLARD'S STATEMENT

In speaking of the old Thurday attorney Hubbard said that the facts which led me to demand a partition of several months in the first place he said Mr. Hubbard became interested in the case through the influence of the wife of Von Liebich, who was then considered a strait-laced woman. After Von Liebich's arrest his wife went to East Aurora, where Mrs. Tucker was employed in the Roycroft shops. She told her story and Mrs. Tucker's sympathies were aroused to such an extent that she came to Burlington to investigate the matter. She found nothing at Mrs. Von Liebich had since then been living. Mrs. Hubbard's own wife was willing to release it to Attorney Hallard's hands in view of the fact that Von Liebich might be released and restored to his wife.

This was done and Von Liebich was released, going immediately to East Aurora and becoming a Roycrofter. His quickly made friends with Hubbard and subsequently appeared with him many times before the bars of Roycroft. Hubbard was surprised by Attorney Hubbard, or removed by Mr. Hubbard.

A note was sent by Hubbard and Van Hubbard to all the country, the former to speak the letter to give a copy to the judge of the young couple. Several days later John and wife were held.

John A. McBellit, attorney for Hubbard, said that owing to the pressure of his time he did not receive the note until the day before the trial. Hubbard was then summoned to appear before the court.

John A. McBellit called a break conference between Hubbard and Von Hubbard. He says that owing to the pressure of his time Von Hubbard, or his son, thought of returning the sum to the court, but that he could not afford to do so.

John A. McBellit, lawyer for Hubbard, said that his son, Mrs. Tucker, was a widow, the Roycroft shop.

Mr. Hubbard said he was sorry of the death of Mr. Hubbard and Mrs. Tucker, but knew nothing about it except that he had been visiting him before Hubbard's death. His son, Hubbard, was in no way related to him. In reply to the question as to whether he had any further news from Mrs. Hubbard he said, "No, I am not connected with her."

STATUTE ATTORNEY SHERMAN'S STORY

Statute Attorney Sherman was asked whether the court would have upon the case of the late Von Liebich, the opinion that it would be better to let the statute of limitations run than to prosecute him. He said that he had recently come into his hands and that he had not investigated it enough to determine whether or not that would be best when court convened again.

JUDGE DESHERLLA KNEW NOTHING OF THE CASE

Judge Desherlla, before whom Von Liebich was arraigned, knew nothing of the present case. He simply noted as justice when bail was furnished and accepted Mr. Hubbard as counsel for Von Liebich.

VON LIEBICH'S BURLINGTON HISTORY

John Hubbard first came to Burlington from Montreal, the last considerable difficulty in establishing himself but his inability as a pianist soon proved him

THOUSANDS OF PEOPLE DIE

gently while waiting for an audience in the hall of the church and the piano in Kemp's Hallam. It is a wonderful medicine for curing colds, asthma and all other troubles even when they are serious and long standing. The doctor in charge has Kemp's Hallam always in his house. He cured when other remedies failed. At present he still has the Kemp's Hallam, the Roy, N. Y.

BOOK BINDING AND PRINTING.

It will cost you nothing to get prices and we have been able to gain and satisfy so many good customers that we feel sure that you also will find our print shop and bindery able to serve you to your complete satisfaction.

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**That Racking Cough
Positively Cured by Allon's Lung Balsam**

REBEKAH LODGE.

Business Transacted and Good Time Had at District Meeting.

The meeting of the Rebekah Lodge of District No. 3 was held Thursday night in Old Fellow's hall and was a most gratifying success in every detail. There was a large attendance, including full delegations from all the lodges, and the sessions will go down as one of the most successful ever held in the district. The visiting officers of the district, deputy president, Mrs. Clara C. Mix, were responsible in large measure for the success of the meeting and she received hearty congratulations from all sides for her service.

Von Liebich was placed in jail and remained there without a hearing until his release was secured. His claim was that the woman from England was never his wife and that he was legally united to Mrs. Hale.

After Von Liebich left Burlington the woman claiming to be wife number one remained here and is still in the city, staying at home as a musician. If the case is ever brought to trial she will be one of the principal witnesses.

CASE REFERABLE IN MARCH.

The case filed Thursday is returnable to the March term of court and the probability of a settlement out of court is very slight.

VICTORY FOR THE CITY.

How Gained Every Disputed Point in Controversy with Corporations.

The city has gained every disputed point in the controversy with the New England Telephone & Telegraph company and the Burlington Light & Power company, the agreement being reached Thursday whereby the city will net the top gain of the poles owned by the corporations for the use of the municipal electric light plant for commercial purposes as well as for the lights used by the city. The agreement was signed and sealed at the City Clerk's office Thursday afternoon after a discussion that lasted throughout the entire day. The city has not waived single right by the agreement, although the non-controversy of the corporations' rights to the use of the top gain.

The corporation does not wish to relinquish the charter right of the city to the use of the top gain, but because they believe that the city does not wish to relinquish the charter right of the city to the use of the top gain.

The corporation, however, has agreed to certain conditions of the agreement reached, and while the committee of arrangements was made up of Mrs. Abby Stinson, Mrs. Lydia Hedges, Mrs. Anna Little, Mrs. Lydia Chamberlain and Mrs. Maria Gundewar,

the city has agreed to certain conditions of the agreement.

A clause was inserted in the agreement that signs and the equipment of the city did not waive its right to the use of the top gain.

The corporation has agreed to furnish the city with poles for the use of the top gain.

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