

## THE EVIDENCE ALL IN.

William Alias Charles Eaton on the Stand, Yesterday.

An Outline of His Story Regarding His Business Venture in Wheeling—The Defense Rested Yesterday Afternoon at Half-Past Four, and the Arguments Opened Last Night With the Speech of Mr. Nesbitt, for the State—The Addresses to the Jury Will be Closed This Afternoon by Mr. Howard, for the State.

The trial of the case of State v. William Eaton, indicted for arson, was recommenced yesterday morning before Judge Hugus, the defense having the floor.

The first witness called yesterday morning was Police Lieut. Daniel Ingram, who was followed by Chief T. D. Bennett, and he by the reading of the stenographic report of Clerk Weisberg's evidence before the Justice in the preliminary examination, Weisberg being the clerk of the Seventh Avenue Hotel, Pittsburg, where Eaton stopped for a day or two before and after the fire. This evidence furnished nothing new. Three Benwood witnesses were next called, they being Mrs. Della Nolan, James Canovan, her bartender, and Patrick Herrington, a saloon keeper, but they did not identify Eaton conclusively, although the two former thought they had seen him somewhere.

John Hall, porter at the Stamm, was called, but the State objected to the only material fact, and was sustained. Eaton himself was then put on the stand, and in reply to questions by Col. Arnett, told his story. He said he was not guilty of the crime, and then testified to the familiar facts of his coming here, to his obtaining the insurance, his employment of Albert Grandison, the receipt of the goods, from Huntington and Chicago, the leasing of the building, etc. He denied in toto Grandison's story of the pear-shaped objects, and said he never saw such things about the place. He said he never offered Grandison money to keep quiet, or that he had piled empty store boxes in front of the second story Main street windows of the building. He said the seven hundred crates of fly paper were piled about in the seeming peculiar manner it was so that it might dry out, and partially from a fear that the roof might leak.

At the afternoon session Eaton resumed the witness stand, and his examination was resumed by Col. Arnett. At the outset Eaton corrected a statement he had made about the conversation with Mr. Rice about insurance previously obtained from Mr. Rodgers, and said when Mr. Rice asked him, he handed him one of Mr. Rodgers' policies. Proceeding, in response to questions, he told of having given the keys to Grandison on two days at noon, and recollected of no other occasion when Grandison had the keys. He recalled once that Grandison called his attention to a key lying on a little desk in a corner of the store. This ended the direct examination, and under an arrangement with the State Fred Wells was called for a moment, before the cross-examination. Mr. Wells, who was employed at the Stamm House last February, remembered that Eaton boarded there. Eaton wore a light coat and he thought, a dark or grayish brown overcoat. On cross-examination, witness did not know how many overcoats Eaton had; witness only knew of one. He thought the under coat Eaton had on in February was the same he is now wearing.

Eaton then took the stand for the cross-examination by Mr. Somerville. He said the fly plates, paper plates, tinware and fishing tackle came from Huntington, from the Central Trading Company. "I did not order them; they were consigned to me. The arrangement was made in Wheeling, by the secretary and treasurer of the Com-

pany F. Schmidt was the secretary. I think he was also treasurer. I saw Schmidt on the evening of the first day I came here, February 7th or 8th. I met him at the Stamm House. He said Geo. W. Shippey had written him I would be here. I expected him, or some one representing the Company, and I did this because I understood Shippey & Co. had sent goods to Huntington to be reshipped here. I was a salesman for Shippey & Co. They shipped the goods from Chicago, fly paper among others. That made a part of the goods come from Geo. W. Shippey & Co., of Chicago, some of them direct. The fishing tackle and some other goods came from the Trading Company. Shippey & Co. are manufacturers' agents. I don't know that, when the goods went to Huntington, they ever intended to ship them to Huntington. I came straight from Chicago to Wheeling. I left Saturday and got here Sunday, and before I left Chicago I learned that some of the goods were to be reshipped to Wheeling. Schmidt came here to get me to handle some goods for the Central Trading Company, and to get a receipt for the Shippey goods. As far as I knew I had concluded the arrangements at Chicago for the goods, but Schmidt wanted a receipt because the goods had been in the hands of the Trading Company. I first met Schmidt that Sunday in Wheeling; had never met him before. I met Schmidt to give a receipt for the Shippey goods and to arrange for the other goods from the Trading Co. He came into the hotel that Sunday evening, and the last time I saw him was about the middle of the next week, after I had taken possession of the store. Schmidt had been looking out for a store, for me. I did not tell Johnson that I was arranging to lease the store for Schmidt. Schmidt was here about ten days, and stopped at the Howell House. He did not go with me to Pittsburg, or Bellaire, or any other place. No one went with me. Schmidt was the only man connected with the Trading Co. I ever knew. I can't remember how many shipments I got from the Company. They never shipped goods to me at any other point.

Q.—What relation are you to the Charles Eaton who was one of the Directors of the Trading Company? A.—I did not know there was any such man.

Q.—Do you know a Charles Eaton? A.—Yes.

Q.—Who is he? A.—That is one of my names.

Q.—You were sometimes known as Charles Eaton? A.—Yes.

Q.—And you were one of the incorporators of the Central Trading Company? A.—Not that I know of.

Q.—(Paper shown)—That is your name? A.—That is Charles Eaton. I never saw that paper before.

Q.—I suppose not, as this is a copy of the certificate of incorporation. Where is Schmidt now? A.—I don't know.

Q.—When did you see him last? A.—About a week after the fire.

Q.—Where? A.—In Pittsburg.

Q.—Do you know M. J. Glon. A.—No.

Q.—Do you know Alexander? A.—No.

Q.—Or a man named Baker? A.—No.

Q.—Or Robert S. King? A.—No.

Q.—None of these parties? A.—No.

Q.—The first man you met then was Schmidt, here in Wheeling? A.—Yes. I never met him until I came here.

Q.—I understood you to say so.

Witness was then asked about renting the building, and said he was here from Sunday until a week from the next Monday before he rented the Turner building. He looked at a number of buildings, and talked to Mr. Johnson twice, the first time the first Tuesday or Wednesday defendant was in the city. He looked at other stores, but did not apply to any owner or agent. He saw Schmidt several times while this was going on, but did not know whether he was here all the time or not. Schmidt was here a day or two after the lease of the store was made, and defendant had several conversations with Schmidt, the contract being closed on the 15th.

Witness put the goods on the second floor to make room for more goods to come. He did not know how much stuff might be consigned to him.

Q.—If that is true, why did you expect to keep the first floor clear? A.—I thought I might not be there all the time, and I did not want to have goods exposed on the first floor.

Q.—How many goods had you ordered, up to the time of the fire, from any source whatever? A.—I had not ordered them; I did not know exactly how many goods would come from the Central Trading Company. I believe goods were on the way when I went to Pittsburg; they did not mention all the goods to come; Schmidt said he would send grocers' sundries and other goods he thought could be sold in this market, and if they were not sold I could ship them back; I do not know the character of the goods on the way while I was at Pittsburg. I also expected more fly paper from Shippey & Co., of Chicago; I probably knew the amount then, but I don't remember now—I think eight or nine cases; that is all I remember of now; that was all I expected from any parties.

Q.—If that is true, will you tell me what you wanted with a three-story building to store those goods in? A.—I got that building because the rent was reasonable. It was in the business district, and I got it for the same rent as a small building.

Q.—And yet you did not ask the rent of other buildings from any one? A.—I talked to Mr. Johnson and made some

enquiries. Mr. Johnson said if the estate was settled up the rent would be much higher.

Q.—You can't name any person you talked to? A.—I believe not.

Q.—Then you don't know that you got a cheap building. A.—I considered it cheap; the price and location governed me.

Q.—Did you need as large a building as that for the stock of goods you had or expected? A.—I could have gotten along with a smaller building.

Q.—Isn't it a fact that the goods you had would not have filled one-half of one room? A.—It would take more space than that; the goods could not have been packed up to the ceiling; the boxes were too heavy and the goods could not be gotten out if piled in that way.

Defendant said he worked in the building a short time on Sunday before the fire, and also on Monday. No one was with him. On Sunday he was working with the goods three hours in the morning and about as long in the afternoon. On Monday he worked four hours or four hours and a half, making ten hours or ten hours and a half, in the two days. He opened cases and arranged goods.

Witness was asked in detail where the various sorts of goods came from, and he said everything came from Huntington but the fly paper.

Witness described Schmidt as having a mustache, and in other ways. He was handed a photograph of Schmidt, but witness could not be sure it was the man. The photo was of a convict, with the number 2994.

Defendant was then asked to write his name in ink. Defense objected, and it was sustained.

Defendant said he did not sign an agreement in writing with King, Glon, Alexander, and the others, agreeing to form the Central Trading Company, "as far as I know of."

Witness was next asked about the insurance he obtained, from Rodgers, Rice and Morgan, and his application to Theodore Roller and Geo. Mathison. The total insurance applied for was \$12,000, and the amount secured was \$7,500.

Witness had never been in Pittsburg, before he leased the Turner building. He was a stranger there. He left Wheeling Monday, at 1:25 p. m., on the Pennsylvania road, and got to Pittsburg about 4 p. m. He remained in Pittsburg until Wednesday morning. Then he went to Steubenville, leaving at 7 a. m. on Wednesday, the day before the fire. He got to Steubenville at 9 a. m. and stayed one hour and a half, going then to Bellaire. He was there an hour or less and then went to Benwood, about a quarter of twelve. He left Benwood about a quarter of two. He sold no goods at any point he visited. He got dinner in Benwood, being an hour in the restaurant. Then he went back to Bellaire.

Q.—What was your business in Benwood? A.—I went over there to look the town over, and see what chance there was to sell goods. I did not know what sized town it was. There was a good deal of excitement, on account of the water being up and there was no chance to sell goods.

Defendant said all he did was to get dinner and find out the size of the town. He tried to sell goods in Bellaire, and called at several places—two or three—but did not find the proprietor in any place, and could give no names. In Steubenville he called on two firms, but could not tell the names. He said he had samples of fly paper and fly plates, in a paper, and in his grip. He left the grip in Bellaire and took the samples in a paper to Benwood. He left the grip in a hotel in Bellaire just across from the depot, but did not know the name of the hotel. He went from Bellaire to Pittsburg by the B. & O. He was not in Wheeling that day at all, and Mr. Rice and Albert Grandison were mistaken when they testified they saw him.

Defendant's proof of loss, claiming \$8,295.75 loss, under oath, signed in Chicago, was then shown witness, and he identified his signature. Witness went to Rodgers' agency, the morning after the fire and made a claim of loss, and when he left Wheeling he went to Chicago and thence mailed a letter to the Fire Association of Philadelphia, along with proof of loss. The letter was dated March 18, and stated partial proof of loss was enclosed, and that representatives of the insurance company had taken possession of the stock, and prevented the writer's access to it. He gave his address as "Care Geo. W. Shippey, 68 South Water street, Chicago." The proof of loss, under oath, stated that the property insured belonged to William Eaton, and that no other party was interested therein. These papers were read to the jury, and the cross-examination was over.

Col. Arnett then indulged in a brief direct examination.

The defence called Homer Reynolds and H. J. Williams, and at half-past four the defense rested and the jury was adjourned until 8 o'clock, when Mr. Nesbitt opened for the State, Messrs. Arnett and Boyce will speak this morning, and Mr. Howard will close for the State this afternoon. Each side will be allowed three hours and a half.

## CASTORIA

For Infants and Children.

The famous signature of J. C. H. Stearns is on every wrapper.

## SCHOOL BOOK LAW DENOUNCED.

Special to the Register.

FAIRMONT, W. Va., June 21.—At the Marion County Teachers' Institute here the teachers denounced the school book law passed by the recent legislature, and the following resolution was adopted, greatly to the discomfiture of some prominent Republicans in charge of the Institute:

That the school book law should be modified so that there may be uniformity of text books throughout the entire State, from the primary to the Fifth reader grades, and that the County Book Board shall have no control over any text book above said Fifth reader grade.

## FOR SALE—MISCELLANEOUS.

## FOR SALE.

## TYPEWRITER.

In first class condition. Standard make. Will sell for \$30. Address, mr29dch S. J. W., this office.

## STOCKS FOR SALE.

RIVERSIDE GLASS CO.  
BANK OF THE OHIO VALLEY.  
AETNA STANDARD PREFERRED.  
AETNA STANDARD COMMON.  
BELLALIRE STEEL CO.  
BELLALIRE IRON WORKS.  
SCHULBACH BREWING CO.  
POSTORIA GLASS CO.  
BLOCH TOOL & CO.  
WOOD BROS. PLANING MILL CO.  
CENTRAL GLASS WORKS.  
WARWICK POTTERY CO.  
WHEELING RAILWAY CO.  
WHEELING ICE AND STORAGE CO.

## HOWARD HAZLETT,

STOCKS, BONDS AND INVESTMENTS,  
Exchange Bank Building.

## GROCERS.

## HASTY &amp; SONS.

Hasty & Son's Fine Flavoring Extracts.  
Quality superior to most; price same.  
H. F. BEHRENS CO.,  
2217 Market street

## HOTELS.

## METROPOLITAN HOTEL,

T. A. HENAGHAN, Prop.  
N. W. Corner Main and Twentieth Sts.

WHEELING, W. VA.  
Cafe and Bar attached. my19esb

## EDUCATIONAL.

## MONT DE CHANTAL,

NEAR WHEELING, W. VA.  
A SCHOOL FOR YOUNG LADIES.

Affording competent instruction in all the branches of higher education. French and German taught by native instructors. Course of music, vocal and instrumental, is that of the best conservatories of Europe. Drawing and Painting, Elocution, Calligraphy, and other exceptionally good. Location unsurpassed for beauty and health. Apply to THE DIRECTRESS.

## KLIEVES-KRAFT CO.,

(Successors to Klieves, Kraft & Co.)  
CONTRACTORS,

Builders and Lumber Dealers,  
—MANUFACTURERS OF—

Flooring, Weather Boarding, Frames  
Doors, Sash, Blinds and Mill Work  
of Every Description.

WHEELING, W. VA.  
my19esb

## Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

Keep Cool-Drink HIRES Rootbeer

Keep Well-Drink HIRES Rootbeer

Quenches your thirst HIRES Rootbeer.

Laugh at the Sun

HIRES Rootbeer

## A GREAT STORY.

Worthy of that Master of  
Historic Fiction, Dumas.

## THE CHEVALIER D'AURIAU.

—BY—

S. LEVITT YEATS,

Author of "The Honor of Savelli."

To be commenced in the Sunday Register next Sunday, and continued in both Daily and Sunday issues.

This story is a magnificent narrative of the stirring days of the war between Henry IV., of France and Navarre, and the League, headed by Cardinal Bourbon, the Duke of Mayenne and their Spanish allies; 1593-8.

The story is the equal of the best of Dumas' tales of the French revolutionary period and of the first Empire, and will be followed by every reader with the greatest possible interest.

The Register has no hesitation in pronouncing this the best story ever published in this city, and urges every reader to watch for it and to not miss a single issue containing the narrative. The first chapters of "The Chevalier D'Auriau" will appear next Sunday.

## LEGAL NOTICES.

## COMMISSIONER'S SALE

Of two lots in the Eighth ward, adjoining each other, and being the property of Emil J. Schmidt. A brick house is erected on one and a frame house on the other, and said property is located on the west side of Walnut street, between Thirty-ninth and Fortieth streets.

By virtue of a decree of the Circuit Court of Ohio County, West Virginia, made in the case of Keyman's Browning Company vs. Emil J. Schmidt and others, on the 17th day of April, 1897, I will on

SATURDAY, JULY 24th, 1897,  
at 10 o'clock a. m., at the front door of the Court House of Ohio County, West Virginia, offer for sale at public auction, Lots numbered 15 and 16, in Square numbered 44, in Springs & Ritchie's addition to the City of Wheeling, in Ohio County, West Virginia.

TERMS OF SALE:—One-third of the purchase money to be paid in cash on the day of sale, the balance thereof upon a credit of six and twelve months, the purchaser giving his notes for the deferred payments, bearing interest from date, and the title to be retained until the purchase money is all paid. But the purchaser may, if he so elect, pay the whole of the deferred payments at any time, with the accrued interest thereon.

Said two lots will be offered separately and together.

GEORGE E. BOYD, JR.,  
Special Commissioner.  
I do hereby certify that bond and security have been given by the above named Special Commissioner as required by law.

C. H. HENNING,  
Clerk of the Circuit Court of Ohio County, West Virginia. July 20/97

## COMMISSIONER'S NOTICE.

In the Circuit Court of Ohio County, West Virginia.

IN CHANCERY. No. 1265.  
Mary D. Rumble, Nettle Rumble, Frank Rumble, Robert S. Rumble, Wm. T. Rumble and Mary Rumble, Complainants,

vs.  
Harry D. Rumble, Mary A. Rumble, Philip Winter, James P. Rogers, Trustee, C. L. Hill and Wm. Erskine, Trustees, Respondents.

By virtue of an order entered in the above entitled cause on the 5th day of June, 1897, in Part I. Book 15, page 42, it is referred to the undersigned commissioner of said court to ascertain and report:

1. Any liens which may be found to exist upon the real estate described in the bill.  
2. The priorities of such liens.  
3. To whom such liens are chargeable.  
4. Whether or not the real estate is capable of partition in kind.  
5. Any other matter he may deem pertinent or which any party in interest may require.

Notice is hereby given that the undersigned commissioner has fixed upon Monday, the 2nd day of August, 1897, commencing at ten o'clock, as the time, and his office, No. 147 Chapline street, in the city of Wheeling, in Ohio County, State of West Virginia, as the place at which he will proceed to ascertain and report the several matters in said order of reference required.

Given under my hand this 12th day of June, 1897.

C. P. FLICK,  
Commissioner.

HOWARD AND HANDLAN,  
Solicitors for Complainant.

## Commencement

## Programs.

Finest Line in the State.

Write for prices or call and see them.

W. VA. PRINTING CO.,

Wheeling, W. Va.

## FOR RENT.

MT. LAKE COTTAGE for rent; newly furnished throughout; everything in good order. T. YOUNG, Sixteenth and Jackson streets.

## For Rent.

Five rooms, with modern conveniences, at 1003 1/2 Main street. \$20 per month. Four rooms at 40 on the Island, \$15 per month. JAMES L. HAWLEY, Real Estate Agent, 1902 Main street.

## FOR RENT.

No. 1129 and 1131 Main street, 10 rooms. No. 1007 Market street, store room. No. 1033 Main street, store room.

DWELLINGS.  
No. 77 Main street, 3 rooms.  
No. 732 Main street, 6 rooms and bath.  
No. 2346 Chapline street, 4 rooms and bath.  
No. 2346 Chapline street, 3 rooms and bath.  
No. 1028 Market street, 3 rooms and bath.  
No. 103 Seventeenth street, 2 rooms and bath.

No. 906 Market street, 3 rooms and bath.  
GEO. J. MATTHEW,  
Real Estate Agent,  
1208 Market street.

Telephone 107.

## FOR SALE—REAL ESTATE.

## FOR SALE.

Market street business property, 3000 sq. ft. by 130 feet deep. A fine lot, or No. 1 business location. A home look it up. Call or address: ROLP & ZANE, No. 29, Fourteenth street.

## FOR SALE.

Building Lots on Thirteenth Street, Hamden Place. Building Lots at Elgation.

W. V. HONG,  
City Bank Building, Market street.

## NEW ADVERTISEMENTS.

1852. 1897.

## SUMMER SEASON

—AT—

JOS. GRAVES' SON,

Hammocks,

All Styles and Prices

\$1 Buys

A Splendid Hammock, now just received.

Also—

BASE BALLS and BATS.

CATCHERS MITS & MASKS.

PUNCHING BAGS, Etc.

Children's = Carriages

FROM \$4.50

JOS. GRAVES' SON,

26 TWELFTH STREET.

W. I. N. E. S. I.

In connection with our complete stock of ripe, old and mellow whiskies,