

WANT HEARST TO PAY FIREWORKS DAMAGES

Explosion Which Killed 15 Started
Suits for \$3,000,000.

CITY AMENDS ITS PLEADING

Contends That Display Four Years
Ago Was for Hearst's Glorification
—Exhibits His Newspapers.

Just about the time William R. Hearst's Independence League Convention is called to order in Carnegie Hall to-day some of his attorneys will be busy before the Appellate Division excepting in his behalf to certain statements of facts contained in the revised pleadings for the city in the numerous damage suits brought as a result of the Madison Square fireworks explosion on election night four years ago.

The fireworks display which caused the explosion was given at a time when Madison Square was densely packed with humanity and in celebration of Mr. Hearst's first election to Congress. It resulted in fifteen deaths, injuries to some seventy persons, and considerable damage to property.

Both at the Coroner's inquest, held to fix responsibility for the disaster, and when civil suits for damages began, Mr. Hearst's lawyers disclaimed all responsibility on the part of their client and his agents. The responsibility was thus shifted to the city.

This was done on the ground that the Board of Aldermen a few days in advance of election had, as usual, suspended the ordinance prohibiting the setting off of fireworks in streets and public places in cases where the fireworks display was given in connection with some political event.

Altogether about eighty-five damage suits have been brought against the city as a result of the disaster. In all of these suits Mr. Hearst has been made a co-defendant. The amount of damages asked is about \$3,000,000.

The first of these suits was brought almost immediately after the explosion and was rushed through the courts at the instance of the then Corporation Counsel, George L. Rives. It was decided in favor of the city in the Supreme Court. The Appellate Division confirmed this finding, but it was taken to the Court of Appeals, where the decision of the lower courts was reversed. Settlement of the claim was then made by the city.

After the action of the Court of Appeals had been put on record new damage suits came in in a veritable flood. They were all put on the calendars in Special Term so as to insure a swift adjudication,

until finally it was realized that the business of these courts would be clogged and that great delay instead of expedition would result. Corporation Counsel Delany, who by that time had succeeded Mr. Rives, suggested that in order to expedite the process of justice in all the cases, one case be prepared so as to embody all the issues and that this case be carried through to the Court of Appeals as a test.

This second case was prepared with great care by Corporation Counsel Delany, who changed the character of the pleading made on behalf of the city in the first case. Corporation Counsel Delany held that the fireworks display at Madison Square did not come under the Aldermanic dispensation, on the ground that it was not connected with any political event, but purely for the glorification of Mr. Hearst and the advertisement of his newspapers.

In proof of this there was appended to the revised pleading a copy of the first edition of Mr. Hearst's morning paper, where pictures of the firework display with explanatory reading covered almost the entire front page and some part of the following pages. In the following editions only the briefest mention was given to the disaster, and Mr. Hearst disclaimed any part in the arrangements.

What the nature of the exceptions to be filed by the lawyers for Mr. Hearst are could not be learned last night. Lawyers declare, however, that the opinion of the Court of Appeals in the first case affords ample ground for the contention set up by the Corporation Counsel in the new pleadings.

That as long as the present administration is in force the city will press hard to make Mr. Hearst pay for the damages occasioned by the celebration of his personal victory at a time when all the

rest of the Democratic ticket went down in dire defeat, was asserted last night by a prominent city official.

Should the city win, the result would be that the damages, aggregating some \$3,000,000, would have to be paid by Mr. Hearst without any suit against him on the part of the city to recover the amount. In the first suit the city had to settle the claim and will have to bring a separate suit against Mr. Hearst in order to be reimbursed.

"Mr. Hearst," said this city official, "has threatened to remove Mayor McClellan if he is elected Governor. With a man friendly to Mr. Hearst in the Mayor's chair and a Corporation Counsel with similar leanings, it is quite possible that the city might be made to pay for the celebration of Mr. Hearst's victory. But, of course, Mr. Hearst did not have that in view when he made his threat about removing the Mayor."