New-York Tribune.

NEW-YORK DAILY TRIBUNE, THURSDAY, MAY 24, 1906.—PAGES NINE TO FOURTEEN.

COURT HITS TRUESDALE

WESTCOTT WINS CASE.

Judge Warns D., L. & W. Against Arousing Public Resentment.

An opinion was handed down in the United States Circuit Court of Appeals yesterday affirming the finding of the United States Circuit Court which awarded a judgment to Robert H. Westcott of $137,853 against the Delaware, Lackawanna & Western Railroad Company for a breach of contract by that corporation. The plaintiff in the lower court, Mr. Westcott, had a contract from the road which was abruptly terminated a year before its legal termination by President W. H. Truesdale, of the railroad company. The court in its opinion, written by Judge Wallace, criticises President Truesdale harshly, and accuses him of having dishonestly terminated the Westcott contract, and adds that it was conduct like that of Mr. Truesdale's which has aroused the spirit of resentment toward corporations so prevalent to-day.

According to the evidence in the case, in July, 1886, Mr. Westcott entered into a contract with the Delaware, Lackawanna & Western Railroad Company to develop the milk business along the road's line, for which he was to receive 20 per cent of the money paid for milk transportation. Mr. Westcott was himself to collect the freight money, returning to the road its 80 per cent. He insists that he built creameries at various points along the road, and in developing the milk traffic expended $200,000 of his own money, receiving from freight for himself up to that time only $155,000. In 1894 both parties, pleased with the fruits of Westcott's efforts, entered into a supplemental agreement, whereby the contract was renewed for a period of five years succeeding the termination of the original ten-year agreement, thus making the life of the contract fifteen years in all.

About this time W. H. Truesdale became the president of the Delaware, Lackawanna & Western, and displeased with the terms of Mr. Westcott's contract proceeded, it is contended, to terminate it forthwith, and at the same time refused to pay the contractor the balance then due him on the 20 per cent agreement. Mr. Westcott contended that there was due him at that time $77,648, the road at that time having collected the freights, instead of Mr. Westcott, as formerly, through a concession made to please Mr. Truesdale. Mr. Westcott assigned his claim to one Paul, who instituted suit and obtained judgment for the amount claimed. This finding was promptly appealed by the road, and the court above decided against it.

BUILT UP MILK TRAFFIC.

By 1899 Mr. Westcott alleges that he had built up a milk traffic along the line of the road to such a magnitude that large profits resulted. Extra traffic was obtained, it is further claimed, through contracts made by Mr. Westcott with smaller roads tapping the Delaware, Lackawanna & Western.

In the milk dealing world Westcott had by this time become, it is asserted, a figure of vast importance, and was engaged by the New York Central to develop its milk business along the line of the West Shore, which corporation it controlled. About this time Westcott entered into other contracts, one with the Delaware & Hudson, to bring its milk from its Albany & Susquehanna divisions to New York by way of Albany. Contracts were made to turn the Binghamton milk business into the cars of the Delaware, Lackawanna & Western Railway. All of the latter and other contracts of Westcott that in any way directly or indirectly diverted traffic from the Delaware, Lackawanna & Western, it was claimed by Westcott on the trial of the original suit, now affirmed, were so made that they became effective and operative only on the termination of his original contract with the Delaware, Lackawanna & Western Railway, which, under its terms, ended February, 1901, this working, it was claimed, no injury to that corporation.

The road, after concessions on Mr. Westcott's part, collected the freights for several months, and then on February 1, 1900, President Truesdale, regardless of the supplemental agreement extending the original contract, informed Mr. Westcott his contract had been terminated. The freight collections had been held from July, 1899, to February 1, 1900. Mr. Westcott's 20 per cent of this amounted to $77,648, upon which payment was refused.

Offers for a settlement upon a reduced percentage were ignored, and a suit was instituted. After a long legal fight, Mr. Paul's judgment was affirmed and collected. Then followed the suit for the percentages lost through the abrupt and alleged illegal breaking of the contract, which amounted, it was asserted, to $137,853. The lower court, after a full hearing, allowed the claim of $137,853, with interest from July 1, 1899, to February 1, 1900, the date of the contract's illegal ending.

JUDGE WALLACE RAPS DEFENDANT.

Judge Wallace evidently was not much impressed with the defence interposed by the road. In the opinion handed down he wrote as follows:

A jury would have been justified in finding, and it is presumed it found, that the defendant Truesdale had arbitrarily and dishonestly repudiated a contract which both parties had performed for six years, then extended for nine more, and which defendant (the Delaware, Lackawanna & Western Railway) had regarded as fair and reasonable, when Truesdale, having determined to end it because it was too profitable for Westcott, and having cast about for an excuse, assigned one unfounded.

If the contract was illegal the defendant was at liberty to repudiate it. Its conduct was despicable in adhering to the contract when it was profitable and repudiating it only because it could make money by doing so.

The contract was repudiated from sordid motives, and with an arrogance born of scorn of consequences. The appropriation of Westcott's percentage, which defendant had actually collected for him, was morally no better than larceny.

It is conduct like that of President Truesdale by those who manage the affairs of the big corporations that has aroused the spirit of resentment in the public mind so intense to-day, and which is not unlikely to result in legislation and municipal interference likely to bring serious loss upon stockholders.

An opinion of Judge Lacombe, dissenting from a portion of the findings of Judge Wallace was also filed. Although Judge Lacombe voted with the other two judges to affirm the finding of the court below, he felt it incumbent upon himself to write, as an addition, the following memorandum opinion:

I am individually of the opinion that the contract of 1898 with the New York Central was a breach of plaintiff's contract with defendants, because it was calculated to expose the Delaware, Lackawanna & Western Railway to a competition which would operate to reduce the amount of its milk traffic. But that question is no longer here, and I concur in the finding that the evidence clearly shows that the defendant's officers knew of this contract, and did not disapprove of it, and in the conclusion that the prior judgment has conclusively established the proposition that neither such contract nor its carrying out is a breach available in defence. As to the second contract, which I am fully convinced was a competitive contract, the circumstances that both parties agreed to it, and that it should not go into effect until after the termination of the contract in suit, which agreement was strictly adhered to, in my opinion, eliminates it from consideration as a breach.

Judge Lacombe concurs with the remainder of Judge Wallace's opinion.

MORTGAGE RATES LOWER.

Repeal of Tax Reduces Interest Half of 1 Per Cent.

Inquiry at the offices of the three large title companies of this city showed that, in view of the repeal of the law imposing a tax upon mortgages, the interest rate upon mortgages, written on and after July 1 next, will be one-half of 1 per cent less than the rate prevailing previous to the repeal of the act.

GAS COMPANY ENJOINED.

Action to Test New Law Begun—Bills Paid Readily.

The first decisive step to resist the order of Judge Lacombe, in the case of the Gas Trust, was taken yesterday, when Clarence J. Shearn, as counsel for Dr. Alexander R. Grossman, of No. 222 West 106th street, obtained a temporary injunction from Justice Bischoff, in the Supreme Court, restraining the Consolidated Gas Company from discontinuing the gas supply.

This writ of injunction, which is understood to be preliminary to a test case of the legality of the order continuing in force even temporarily the $1 rate, restrains the company from either cutting off or refusing to supply Dr. Grossman with gas or with interfering with the meter.

Dr. Grossman, who insists on paying only the 80-cent rate provided for by the law, deposited a bond for $250 to reimburse the gas company for any loss it might sustain should the court not sustain his contention. An order to show cause why the writ of injunction should not be made permanent was made returnable next Monday.

Although the plans for the organization of the Gas Consumers' League go on, Robert A. Carter, secretary of the Consolidated Gas Company, said yesterday that no difficulty has been experienced in the collection of bills. Mr. Carter said:

Of the bills that we sent out on Monday payments have been made more rapidly than usual, and thus far no protests have been made by customers. As a matter of fact, our collections have been better than at any time during the last two years.

There is absolutely no reason for any customer of the gas companies to worry about his or her rights, as every one's interests will be taken care of to the satisfaction of all.

At the direction of Judge Lacombe we have had printed on our bills, "Preserve this bill in order to protect your rights." The company is very anxious to have an adjudication of the present proceedings, and it is hoped that a speedy conclusion of the legal proceedings will be had. None of the gas companies are going to take the slightest advantage of the present court proceedings to impose any hardship on their customers. Our business affairs are being carried forward in the usual manner. All this talk about shutting off gas and increasing the amount of the deposits is nonsense, as the companies have never for one moment considered any such action.

Just what the Gas Consumers' League hopes to accomplish with the case pending in the courts is not known. Frederick Gunnison, of the State Gas Commission, said yesterday: "The consumer must see that his rights under the law are not invaded. He can do this by paying only the 80-cent rate."

However, to follow the advice of Mr. Gunnison with any degree of success would necessitate the bringing of an action similar to that begun yesterday by Dr. Grossman.

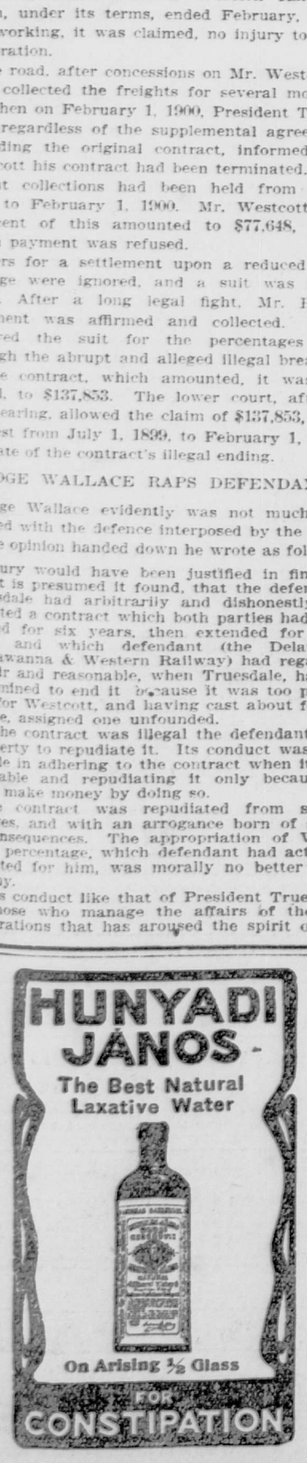
A question has been brought up as to what will become of the surplus of the money that will be returned to the consumers if the companies lose their suit that remains unclaimed by reason of death, the loss of receipts or other causes.

LOOP TO BENEFIT REAL ESTATE.

Advantages Which Would Follow Adoption of Stevenson's Plan.

The prospect of rapid transit facilities for Brooklyn through the adoption of Bridge Commissioner Stevenson's plan of connecting the bridges by an elevated loop holds consolation to real estate men and property owners, who had begun to fear a disastrous slump in values because of recent revelations of defects in the tunnel under the East River and prospective delays in subway building because of lack of bidders.

Every portion of the borough served by the present elevated system with its various transfers to surface connections will benefit by the greater ease and rapidity with which trains can be run across the bridges by the Stevenson plan. The benefits to be derived from the plan will not be limited to a special neighborhood, as would have been the case in the completion of any particular subway. Fort Hamilton, Bay Ridge, Bath Beach, and all the territory served by the Fifth avenue line, will have the advantage of this through train service, as will Flatbush and parts served by the Brighton Beach line, East New York and Fulton street by the Fulton street line, Ridgewood and the territory tributary to the Broadway line.



The GORHAM COMPANY'S

Special Storage Service

offers many advantages for the handling and safe keeping of

Silverware & Other Valuables

Patrons are relieved of all trouble and responsibility. The Articles are called for

Inventoried and Packed at Residence.

Any piece is instantly available at any time. If desired, valuables while in Storage may be repaired and refinished and returned in perfect condition for immediate use.

The GORHAM Company

Silversmiths and Goldsmiths

Fifth Avenue and Thirty-Sixth Street

P. R. R. LOAN IN PARIS.

Bonds for $50,000,000 Reported Taken by Banks.

Paris, May 23.—It is semi-officially announced that the Crédit Lyonnais, in conjunction with the Bank of Paris and the Netherlands, has taken up $50,000,000 of the Pennsylvania Railroad Company's bonds. It is not yet decided whether the issue will be floated in the public market, or whether banking establishments will be appointed to allot the bonds privately among their customers.

Regarding the advices from Paris that a new Pennsylvania Railroad loan for $50,000,000 has been successfully floated in that city, no definite confirmation or denial could be obtained yesterday from bankers in this city who are usually active in the financing of Pennsylvania issues. It is understood, however, that arrangements have been perfected through which the Pennsylvania obtains immediately $25,000,000 in Paris and is assured of obtaining the other $25,000,000 whenever desired.

To place this loan with French investors, it is said, a French corporation is to be organized which will take over the new Pennsylvania short term bonds and issue against them its own bonds or notes, which it will sell to investors. In this way the prohibitive tax required for listing American securities on the Paris Bouse will be avoided.

The report recently current in Wall Street that the St. Paul was about to issue $50,000,000 of two year 5½ per cent notes for the purpose of raising funds for meeting the cost of the Pacific Coast extension was semi-officially denied yesterday.

An unconfirmed rumor was heard that the New York Central was planning soon to put out out a $50,000,000 note issue.

NO BOND ISSUE PLANNED.

Mr. Gary Says Earnings Will Pay for Steel Plant.

Ex-Judge E. H. Gary, chairman of the board of directors of the United States Steel Corporation, when asked yesterday about a report that the corporation was planning to issue $50,000,000 bonds to be used in meeting part of the cost of the construction of the great steel plant to be erected in the city of Gary, Ind., and the founding of the "model city" itself, said:

The question of a bond issue has not been and is not now under consideration by the United States Steel Corporation for the financing of the new Indiana plant, or for any other purpose.

I stated to the press about two months since that a part of the cost of the plant which is being constructed in Indiana, near Chicago, may be financed sooner or later, but that a large proportion at least would be paid for out of earnings. There is no change in the situation since that time, except the amount of cash set aside from earnings to apply on the expenditures at this point has been increased. There is now available for this purpose about $15,000,000, and it is doubtful if we can expend more than that sum during this year. It is therefore evident that no bonds need be issued in the near future. Whether or not bonds will be issued to provide cash for a part of the cost of this plant is a question for future consideration by our finance committee and board of directors. The question will probably not be considered very soon.

The Steel Corporation is in better shape financially at present than ever before in its history. It has in the neighborhood of $75,000,000 cash in bank, and its cash assets are very large.

Wall Street is interested in the question what bonds will be issued by and by for the improvements at Gary. In the corporation's treasury are $50,000,000 of the sinking fund 5 per cent bonds out of the $200,000,000 authorized in 1902 to be used for the retirement of preferred stock, and $30,000,000 out of the $50,000,000 authorized to be sold for cash at par. Whether or not these $30,000,000 bonds can be used in paying for the new plant is a question upon which the Street has two opinions.

HAMBURG FIRE COMPANY'S SURPLUS.

[Special to The Tribune.]

Albany, May 23.—The State Insurance Department has received cable advices from the Hamburg-Bremen Fire Insurance Company, of Hamburg, Germany, that the assets of the United States branch are to be left intact, and that it will place the preliminary fund of $400,000 at the disposal of the United States manager for immediate use. The assets of the United States branch of the Hamburg-Bremen Fire Insurance Company are $2,050,520 94 and the surplus to policyholders $504,268 10. By the action of the directors of the company in Germany this surplus will not be diminished.

THE IRON TRADE.

[By Telegraph to The Tribune.]

Cleveland, May 23.—"The Iron Trade Review" tomorrow will say:

The strke of iron moulders, extending to many cities and involving 7,000 to 8,000 men, continues to have a depressing effect on the demand for foundry iron, and in most places the market is listless, with a tendency to lower quotations. Even in some places where strikes have been settled prices are soft, although the demand is very good.

The demand for pig iron for steel making is more active than that for foundry iron. The Republic Iron and Steel Company has purchased 10,000 tons of Bessemer at $17 25, for July delivery, in addition to its recent purchase of 20,000 tons, and the Steel Corporation is anxious to purchase more pig iron for June delivery, as are other large steel interests. The Bessemer Association is showing a disposition to accommodate the companies outside of the corporation whenever it can do so.

The Southern producers of pig iron are working more harmoniously, and following the recent announcement of a decision of the principal producers in that section to maintain prices, it is reported that four other companies have entered the agreement. A formal association may not be organized, but it seems certain that competition will not result in as much price cutting as it did a few months ago.

There seems to be no likelihood of orders for structural material being received from San Francisco for any large tonnage at any time in the near future. The clearing of the debris will proceed slowly, and owing to the loss of all data in the city engineer's office and the uncertainty as to where the streets will be located in the future, much time must elapse before plans for new buildings are perfected. Even on contracts awarded before the disaster, delay is expected.

It is estimated that over one million tons of rails have been sold for the 1907 delivery, of which the Illinois Steel Company has booked 550,000 tons, the Colorado Fuel and Iron Company 200,000, and the Tennessee Coal, Iron and Railroad Company 150,000 tons.

BOARD AND ROOMS.

Single insertions 5 cents per line. Sixteen words, seven times consecutively, $1, which entitles advertiser to have rooms entered in The Tribune's Directory of Desirable Rooms for a period of fourteen days. Write for circular.

Full information concerning these rooms may be had, free of charge, at the Uptown Office of The New York Tribune, 1364 Broadway, between 36th and 37th sts.

74TH ST., 102 WEST.
Handsomely furnished throughout; each room and suite has private bath and electric light. All the conveniences of a hotel without the attending publicity and expense. Summer prices.

FURNISHED ROOMS TO LET.

Single insertions 5 cents per line. Sixteen words, seven times consecutively, $1, which entitles advertiser to have rooms entered in The Tribune's Directory of Desirable Rooms for a period of fourteen days. Write for circular.

Full information concerning these rooms may be had, free of charge, at the Uptown Office of The New York Tribune, 1364 Broadway, between 36th and 37th sts.

85TH ST., 335 WEST.—Parlor suite, second floor rooms; breakfast optional; gentlemen; summer location; subway and Riverside Drive; references essential telephone.

PART of furnished cottage to let to family of two or three for the summer. OWNER, 46 South 10th ave., Mount Vernon.

49TH ST., 110 WEST.—Comfortable rooms; very clean; every convenience; also back parlor; $3 up.

94TH ST., 315 WEST.—Light, comfortable room; high class elevator apartment; tiled bath; telephone; private family. HOUSE.

ARTS.

LEATHER for art work, any color; Ooze Sheep, $1; Ooze Calf, $2.50; Russia Calf, $3.75; Hair Calf for furs and table covers, very fine, $3. Fancy leathers, all purposes. WILLCOX, 21½ Spruce st., New York.

BILLIARD AND POOL TABLES.

MANUFACTURERS of billiard and pool tables; high grade bowling alley builders; lowest prices. MARX BROS., 24 Union Square.

CARPET CLEANING.

N. Y. Carpet Cleaning Co
Oldest, Largest, Most Modern.
437 AND 439 WEST 45TH ST.
Tel. 288—Bryant. Established 1857.
W. H. JORDAN. EDWIN LENTZ.

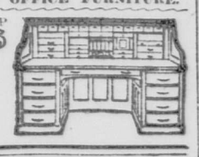
J. & J. W. WILLIAMS
353 W. 54TH ST. Tel 356 Columbus.
CARPET CLEANING. Established 1875.

WILLIAMS' CARPET CLEANING CO.,
210 WEST 77TH ST.
Largest Works. Excellent Facilities.
TELEPHONE 2,285—RIVERSIDE.

CAREFUL CARPET CLEANING CO.—Cleans by compressed air, steam, hand or on floor. 1558 Broadway, 421 East 48th st. COE & BRANDT. Tel. 132—38th.

DESKS AND OFFICE FURNITURE.

ROLL TOP DESKS
OFFICE FURNITURE in great variety of style and price.
T. G. SELLEW,
111 Fulton St.



DRESSMAKING AND MILLINERY.

FASHIONABLE MODISTE.—Ladies' own material used. Latest styles. Early season prices. Work shown. 54 West 26th st.

SCHOOL OF PRACTICAL DRESSMAKING, 31 East 125th st.—Special rates to clubs; school is conducted in connection with a high class dressmaking business; prices moderate.

STYLISH Princess, Eton suits; evening gowns specialty; children's dresses; short notice; reasonable. HART, 350 West 119th.

EMPLOYMENT AGENCIES.

MRS. L. SEELY
HAS REMOVED
HER EMPLOYMENT BUREAU TO
23 West 39th St.
Phones 2434, 2435—Bryant.
BROOKLYN OFFICE: 34 NEVINS ST.

ST. BARTHOLOMEW'S
EMPLOYMENT BUREAU.
211 East 42d st.—First class domestics are supplied; also managing housekeepers, matrons, governesses, tutors, etc.

LOST.

LOST.—Bankbook No. 441,977 on Dry Dock Savings Bank. Any person having claims upon said book is called upon to present the same to the bank within thirty days or the said book will be declared cancelled and extinguished and a new one issued in lieu thereof.

LOST.—Bankbook No. 396,484, Bank for Savings, 280 4th ave., New York. Payment stopped. Please return book to bank.

MACHINERY.

AT REDUCED PRICES.—500 second hand wood and iron working machines; fully guaranteed; machinery bought and exchanged. GEO. B. EDDY, 398 Madison st.

RESTAURANTS.

WHERE TO DINE

CAFE MORETTI 51 W. 35th. Under new management. Lch. 40c. Din. 50c., wine Sat., Sun., Hol., 60c. Old Moretti Dinner, $1.00. Music. Priv. rooms.

TYPEWRITING.

TYPEWRITERS.—All makes sold, rented, repaired, exchanged; reliable service. GORMAN, 79 Nassau st. Telephone 2740—Cortlandt.

TYPEWRITERS.—Remington, $10; Crandall, $5; Densmore, Yost or Hammond, $7 50. Expert repairing. GAY, 121 West 125th st.

HELP WANTED.

Male.

ANY INTELLIGENT PERSON may earn $40 to 50 monthly at home in spare time corresponding for newspapers; no canvassing; experience unnecessary. Send for particulars. PRESS SYNDICATE, Lockport, N. Y.

FIRST CLASS AWNING CUTTER.—Man to take charge of shop. 672 Fulton st., Brooklyn.

IMMEDIATELY.—Cabinet makers, carpenter, machinists, lathe hands, moulders, engineers, toolmakers, brassworkers, firemen, blacksmiths, oilers, butchers, tinsmiths, painters, laborers, cooks, dishwashers, kitchenmen, porters, useful men, lunchman, waiters, omnibusses, elevator runners, laborers and messengers. GERMAN-AMERICAN BUREAU, 1068 3d ave., between 62d and 63d sts.

WANTED.—Single man as coachman and useful man for all year place, one hour out in country; must be able to milk, cultivate and be generally handy; only experienced man need answer; give age, weight, nationality and wages. Address SERVENS, 115 Spring st., City.

Female.

ANY INTELLIGENT PERSON may earn $40 to 50 monthly at home in spare time corresponding for newspapers; no canvassing; experience unnecessary. Send for particulars. PRESS SYNDICATE, Lockport, N. Y.

HOUSEKEEPER and CARETAKER—Near West 23d st.; refined couple, man and wife or mother and daughter, to occupy residence; rent free during summer months; give occasional board to members of family temporarily staying in town; $25 per month. B., 270 West 23d st.

OPERATORS.—Abraham & Straus, Brooklyn, require experienced operators on awnings and slip covers; long season; liberal pay. Apply to Superintendent.

ADVERTISEMENTS and subscriptions for The Tribune received at their Uptown Office, No. 1364 Broadway, between 36th and 37th sts., until 9 o'clock p. m. Advertisements received at the following branch offices at regular office rates until 8 o'clock p. m., viz.: 254 8th ave., s. e. cor. 23d st.; 153 6th ave., cor. 12th st.; 92 East 14th st.; 257 West 42d st., between 7th and 8th aves.; 263 West 125th st.; 1338 3d ave., between 76th and 77th sts.; 1026 3d ave., near 61st st.; 1708 1st ave., near 89th st.; 157 East 125th st., 756 Tremont ave., 650 3d ave.

WORK WANTED.

Male.

ASSISTANT UNDERTAKER.—By young man; one year's experience; reference. CHARLES SCHOEN, 351 13th ave., Astoria, Long Island.

AD. WRITER or DESIGNER.—By Powell graduate; reference, George H. Powell, New York. Personal address, A. C. WADE, Sudderville, Md.

BOOKKEEPER. — Highly recommended; double entry; five years with last employer. ROBINSON, 517 West 124th st.

BOY, 17, has talent for drawing and sketching; will bring sample drawing. F. BODRIAN, 316 East 86th st.

BILL CLERK, 25, experience railroad and wholesale grocery; excellent references. Address W. R., 254 8th ave.

BOY, 18, to learn trade. W. J., 1308 1st av.

CLERK.—Young man; assistant shipping clerk or similar position; willing to work; good references. ANGUS M'NAB, 23 East 99th st.

CLERK.—Receiving or shipping; sixteen years' experience in large door, sash and blind manufacturing concern. J. RINGGER, Jr., 709 Highpoint ave., West Hoboken, N. J.

CLERK.—Young man, 26; four years' experience at shipping, handling all express matter; or any clerical position; good penman. GAFFNEY, 343 West 38th st.

COUPLE, $400 security and references, with experience in hotel, café or restaurant, would like to take full charge; country preferred. Address BUSINESS, 153 6th ave.

COMPANION or entertainer to gentleman or boy by bright, accomplished young student, desirous of travelling during summer months. Box 26, Cornwall, Conn.

CARPENTER.—By competent, all around mechanic; real estate of jobbing; old or new work; city or country; wages moderate. PAYNE, 129 Perry st.

COMPOSITOR.—Straight matter; piece or time; assist on job work; reasonable wages; steady. Address P. H., 700 East 30th st.

CHAUFFEUR.—By young man, American; private family; careful driver; run and repair foreign or American cars; references. CHAS. POTBURY, 318 Grand ave., B'klyn.

CHAUFFEUR.—Young man, with license and reference; speaks German and English. JOHN SMALLEY, care Engel, 336 West 48th st.

CHAUFFEUR, professional; careful driver and thoroughly understands keeping car in repair; best of references furnished. Address CHARLES W. HALLETT, Barnstable, Mass.

CHAUFFEUR, 21, machinist; one year's experience in repair shop; careful driver; does not drink or smoke; moderate salary; best references. SELDNEY, 8½ Prospect st., Yonkers, N. Y.

CHAUFFEUR.—Young man; licensed; references; careful driver and repairer of all gasolene cars; private family. FRED. PIER, 310 West 69th st.

CHAUFFEUR.—Age 25; New York and New Jersey licensing; careful driver on all gasolene cars; do all repairing; best references. G. E. GIBBONS, 206 9th ave.

CHAUFFEUR.—Change position with private family; strictly temperate; first class references. JOHN LARKIN, 1056 Simpson st.

CHAUFFEUR.—Private family; honest, reliable, sober; city or country. F. HUMPHREY, 225 East 35th st.

CHAUFFEUR and COACHMAN.—Care and driving of horses and four-cylinder car; licensed; seven years in present position. H. L. GOWNES, Glen Cove, L. I.

CHAUFFEUR.—Aged 21; married; good experience on locomobiles, Columbia, Maxwell and Winton cars; careful driver; strictly honest and sober; in private family; city or country. IVOR MARTELL, 191 Bedford ave., Brooklyn.

CHAUFFEUR on Winton, Locomobile or Columbia; first class mechanic and careful driver; country or city; good experience; strictly honest and sober. AKERLIND, 116 East 53d st.

CHAUFFEUR.—Young man with private family on four cylinder car; steady and sober; no own repairs. JAMES MARMION, 567 Bergen st., Brooklyn.

CHAUFFEUR. — Englishman; competent driver and mechanic; experienced Locomobile and Peerless operator; A1 private references; neat, single, age 30. Address W. J. WILLARD, 225 East 53d st.

CHAUFFEUR and COACHMAN, or either; married; good all around man, with shop experience; thorough horseman; 17 years' personal references; disengaged June 1. WEBER, 146 West 90th st.

CHAUFFEUR.—American; age, 33; single; careful driver; any car; machinist; difficult repair work; where good habits and ability appreciated. CHAUFFEUR, 23 Poningo st., Port Chester.

CHAUFFEUR.—Technically educated; experienced in repairing; young man; strictly temperate; with private family or in garage; domestic or foreign car; best references. CHAUFFEUR, Box 218 Tribune Office.

CHAUFFEUR and PLUMBER. — Competent; private party; willing to keep plumbing, etc., in repair at leisure. W. D., 532 Evergreen ave., Brooklyn.

CHAUFFEUR.—American, 29; 5½ years' experience on electric and gasolene cars; 20 years' personal references; can do repairs. F. WANDUS, 441 East 83d st.

DRIVER.—German, age 28; sober, intelligent; drive wagon; willing to work at anything. J. KORBER, 131 East 12th st.

EUROPEAN ESCORT.—A young gentleman or lady may accompany a refined couple abroad for a trip of ten weeks to Paris and other cities and for a genuine outing in Switzerland; advantages of going with experienced travellers, able linguists (husband a prominent instructor); minimum expense, pleasant association chief object; references exchanged. ABROAD, Box 8, Tribune Office.

ELEVATOR RUNNER.—By boy, 18; experienced; state salary. WERTHEIMER, 240 East 7th st.

ENGINEER, first class certificate; sober, reliable; take charge of hotel, office building or apartment house; six years in last place. SCHEAR, 695 East 136th st.

ELECTRICIAN.—As electrician's helper. H. KAPPENBERG, 853 3d ave.

ENGINEER.—Young man; experienced in all kinds steam and electric machinery; thoroughly competent, reliable. WILLIAMS, 1475 2d ave.

ENGLISHMAN, age 26; any capacity; five years manager of store in England; highest references; smart appearance. R. BELLVILLE, 75 East 107th st.

ELEVATOR MAN.—By colored man; in office building. RANKIN, 38 West 67th st.

GENTLEMAN wishes steady position in business house where advancement can be secured. ARTHUR PLASS, 216 E. 75th st.

MESSENGER.—By colored man; or porter in office building. PAYNE, 227 W. 18th.

OFFICE WORK (Architect).—Young Norwegian, age 21; drawing maps, etc., or architect's office; moderate wages to start. A. SUNDEM, 112 East 122d st.

OFFICE WORK.—Young man, age 30; in office, with prospects of learning business; sixteen years' experience; best references. CHARLES AYRES, 128 Broadway.

PAINTER, paperhanger; highest grade inside and outside work; hotels, real estate, private houses; city or country; low estimates; largest contracts executed. PAINTER, 13 West 42d st.

PUNCH PRESS HAND, young man, five years' experience, at anything. WM. REX, 304 Schermerhorn st., Brooklyn.

PORTER and USEFUL MAN.—By a young colored man; good reference. T. FONDE, 58 Fleet Place, Brooklyn.

PAINTER, paper hanger, grainer; paints rooms $1, paper, $2; plastering cheap. JACOB BENNETT, 510 East 12th st.

PATTERN MAKER.—Young man; as improver; three years and six months experience; reference if required. CHARLES NELSON, 208 Monitor st., Brooklyn.

PHOTOGRAPHER.—By young man; experienced tintyper and view worker. J. MIMASS, 164 Ludlow st.

PORTER.—By young man, 25, with some firm. J. SMITH, 500 East 77th st.

PORTER.—Position wanted. C. FISHER, 248½ West 40th st.

ROOFS & TINSMITH repairing; also roofs painted under guarantee for good workmanship and reliable price in the city limits. H. FRANKLIN, 1023 1st ave.

REAL ESTATE.—Educated man, age 28; learn real estate or banking business; A 1 city reference. Address SUCCESS, 203 West 125th st.

REAL ESTATE.—Young man, age 22; several years' experience; best reference. E. VOGEL, 479 5th ave., Brooklyn.

STABLEMAN, A1; competent driver; single, sober, reliable; run and repair automobile; permanent position in country preferred; reference. Address USEFUL, 1364 Broadway.

SALESMAN.—Young man; age 22; four years' experience selling to retail trade in this city and nearby towns; with good house. W. S. W., P. O. Box 242, New York.

DRY GOODS. DRY GOODS.

HEARN

8, 18, 20, 22, 24, 26, 30 West Fourteenth Street.
7, 9, 11, 13, 15, 17, 19, 20, 21, 22, 23, 24, 25, 27 and 29 West Thirteenth St.

That Dependence

which customers have learned to place upon our announcements is the secret of our always busy store.

DEEDS——NOT WORDS

Women's Suits, Coats, Skirts, etc.

Following Are Attractions of Great Interest:

Rich Chiffon Taffeta or Louisine Suits of block or hair line checks, black-and-white, blue-and-white, and other color combinations—circular pleated skirts and smart Blouses, with rolling collar, breast pocket and fancy buttons—beautifully tailored—were $22.98 ..... 14.98
An unsurpassed assortment of Taffeta, Louisine, Rajah and China—also Peau de Cygne Suits—Eton, Belero and Shirt Waist styles.

Women's Tailored Suits—silk finished Henrietta, Panama and Worsteds, circular pleated skirts—Eton, Pony and Belero Coats—smartest styles and trimmings—were $19.98 ..... 13.98

Choice Voiles and Panamas—beautiful shades—also Worsteds in Shadow Checks and Plaids—gray and combinations—variety of rich trimmings, including Persian bands—Eton, Belero and Pony Coats in nattiest effects—also Mohair Suits, including exquisite changeable colorings, with trimmings in dominant tone—were $30.00 ..... 17.98

Tailored Suits of fine Panamas—gray and white—Bayndere stripes, plain and checked gray and fashionable colors—all styles of coats, richly trim'd—circular skirts—were $35.98 ..... 20.98

Finest quality Voile Eton Suits—fancy silk drops; also Panamas in choice styles, with Persian bands in gilt tones—were $40.00 25.98

Smart Suits of Serge in cream white with checks in blue hair lines—white silk braid in unique effects, with dainty gilt buckles and Persian bands—value $40.00 ..... 25.98
Very rich Suits for the most fastidious, in fashionable materials, to $40.00.

Extra size Cravenette Suits—Oxford gray—skirts and coats designed for stout figures—elegantly tailored—sizes to 54 bust—were $35.00. 22.98

Dress Skirts of Voile, Chiffon Panama, Sicilliennes, Prunella and Broadcloths, circular and side pleated models; also panel effects, in great variety—were $15.98 ..... 9.98

A large variety of Dress Skirts in Tailored and Fancy designs—latest models, including sunburst—laces, appliques, braids, etc., in fascinating effects—black, colors, checks, plaids and stripes—
Greatly Reduced ..... 9.98 to 24.98

Tan Covert Box Coats—unlined—finely finished—lapped seams—collarless, with braid finish—worth $7.98 ..... 4.98
Fine assortment $6.98 to $16.98—were $10.98 to $24.98.

Three-quarter Length Tourist Coats—fancy Worsteds and Shadow Plaids—elegantly tailored—were $10.98 ..... 6.98
Black Broadcloth Tourist Coats, $8.98 to $16.98—were $15.98 to $27.98.

Taffeta Silk Etons and Tuxedos—pleated and fancy braid effects—with cuffs and deep collar of white emb'y—satin lined—were $11.98 ..... 6.98
Exquisite Models to $15.98—much below earlier prices.

Women's Cravenette Coats—Black and colors—serviceable and smart styles for travelling—fine tailoring—were $15.98 ..... 8.98
Extensive variety—plain and fancy—$6.98 to $21.98. Half Earlier Prices.

Women's Taffeta Silk Coats—three-quarter—lustrous quality—Empire, with rich braid finish or pleated, with double collar—Silk tie—were $12.98 ..... 7.98

Chiffon Taffeta and Peau de Sole—side pleats front and back—deep applique collar—were $16.98 ..... 9.98
Elegant variety, including Pongee, to $22.98—at corresponding values.

Each day sees additions to our varied stocks of Women's Washable Suits and Dresses—Linen, Cotton and China Silk. White, Black, Colored.

Extra Special Values In Women's Wrappers

"NO PLACE LIKE HEARN'S FOR VALUE."

69 ct. Lawn Wrappers ..... .39
Fig'd and striped Lawn—in medium and dark colorings, including navy with white—all sizes—worth .69.

$1.89 Women's Wrappers... 1.19
Dimity, Lawn and soft finish Percale—pretty colorings in checks, stripes, floral effects and dots on white and contrasting grounds—tailored and fancy styles, with braid, folds, lace and stitched bands—extra well made—full skirts—sizes to 46.

$1.19 Cambric Wrappers ..... .69
Pretty medium and light shades, in floral and other effects—braid trim'd yoke, with and without shoulder ruffles—cut extra full—flounced skirts.

$1.39 Percale and Lawn Wrappers ..... .89
Black, Navy, Gray and Blue, with white figures and stripes—large variety of effective styles—trim'd with braid, in tailored or fancy effects—all sizes.

Extra Special Values In Millinery

Women's Chip Dress Shapes
Untrim'd—black and colors—were $1.24—Special ..... .98

Our $5.00 Trimmed Hats
Have dominated the market—nowhere such chicness, beauty and quality at the price—dainty flowers, handsome wings or quills—velvet ribbon, ornaments and profusion of maline or chiffon.

Women's Ready-to-Wear Hats
Java Braid, with ribbons, velvet quills or ornaments—were $3.50. 2.48

Women's Sailors
Satin or fancy Straws—with ribbons, quills, wings, velvets and ornaments.
Sailors that were $2.48 ..... 1.79
Sailors that were $3.48 ..... 1.98
Sailors that were $3.98 ..... 2.29
Sailors that were $4.98 to $6.98. 2.98

Newest Models in Women's White Waists

Lingerie and Tailored

Lawn and Batiste—tailored styles, with tucks, also lace and emb'y yoke and broad panels and the low, square necks—worth $2.00 .. 1.49

Latest tailored Linen Blouses—broad pleats or tucks—rolling collar and cuffs—with and without pockets. 2.98

Silk finished Batiste—front, back and upper sleeves elaborately trim'd with German Val. lace and exquisite Batiste embroidery—rich styles—worth $7.00 ..... 5.98

Finest French Batiste—especially elegant styles in suberb effects of rich medallions of emb'd Net and Baby Irish, with masses of German Val.—waist and sleeves trim'd very full—worth $14.00 ..... 8.98

Waists of Silky Sheer Batiste—marvels of beauty—artistic combinations of lace and medallions; some with Baby Irish and choicest Val.; others with splendid ring and crescent forms of Irish Crochet and Val. lace—worth $17.00 ..... 11.98

Big Price Cuts In Imported Broadcloths

Gray, Castor, Tan, Reseda, French, Royal and Navy Blue, Golden and Seal Brown, Garnet, Maroon and Plum and other shades.

Those that were $1.19 ..... .69
Those that were $1.29 ..... .79
Those that were $1.49 ..... .89

A Sale of Hammocks

A special lot "Palmer's" Hammocks.
Canvas and open weaves—full size—fine assortment of colors—Pillow, Spreader and Valance—value $1.25 ..... .79
Offered to introduce our fine Hammock Dep't. for the Summer of 1906.

Wait for It! Our June Sale

WOMEN'S AND CHILDREN'S UNDERWEAR AND BABIES' WEAR

Commencing Monday, May 28th.

WAIT FOR IT!

Not a one or two day sale, but a month of offerings, with more garments and larger variety than ever, to keep pace with our business, which is always, always growing. ... You know the reliability of our promises—therefore

WAIT FOR IT!

SALE THIS YEAR WILL INCLUDE WOMEN'S AND MISSES' READY-MADE GARM