THE BOMAN ESTATE.

Will Giving Each Heir a Single Dollar Sustained.

WEBER'S DIVORCED WIFE WINS.

Decree Granting Her Half of the Dead Gambler's Estate—Important Land Case Decided.

Judge Hanford, of the United States court, yesterday handed down three very important opinions in as many different cases. The first of these was in the case of Albert Boman et al. vs. Mary E. Boman, which was brought by the children of the late George M. Boman by a first wife, to break his will in favor of his second wife. The decision was a victory for the latter. The opinion was as follows:

The complainants are children of George M. Boman, who died testate in the city of Seattle in December, 1890, and the object of this suit is to annul his last wil and testament as to them. By said will the testator, after making a bequest of $1 to each of his heirs, gave and devised all the residue of his estate to the defendant, who is his widow. Under the laws of this state an adult person of sound mind may, subject to certain specified limitations, make testamentary disposition of all his or her property, real and personal. Section 1,325 of the code contains the restrictive provisions which, it is claimed, render this will invalid as to the complainants. It provides that if any person make his last will and die, leaving a child or children, or descendants of a child or children, not named or provided for in such will, every such testator, as to such child, or children, or their descendants, shall be deemed to die intestate, and such child, or children, or their descendants shall be entitled to share in the division of the estate of the testator, real and personal, as if he died intestate.

Substantially similar statutory provisions have been passed upon in a number of cases by the supreme courts of New Hampshire, Missouri, Oregon and California, and without reviewing the decisions in detail, it is enough to say that they all agree in holding that an owner of property who has children, or descendants of children, is not by such a statute deprived of the right to dispose of his property as he pleases. The term "provided for," as used in the statute, does not import an obligation on the part of a testator to leave his children a fortune, or to supply their material wants, or even give them any substantial share of his estate, whether it amounts to much or little. A mean-spirited wealthy man may leave his child destitute, provided he does it intentionally and expresses such intention clearly in his will without rendering such will nugatory under the provisions of this statute.

The decisions also hold that it is only necessary for a testator to make his will express clearly his intention in regard to his children in any form of language sufficient for the purpose. It is not necessary to refer to the child or children each individually by his or her Christian name. Any designation which necessarily applies to them without omitting any one of them is all that the law requires.

I regard the foregoing as rules so well settled by the concurrence of judicial opinions as to be entitled to respect as rules of property, and binding upon this court in the interpretation to be given to the statute in this state, in the case under consideration, and tested thereby this will appears to me to be valid. The complainants are heirs of their father. By the clause in his will giving $1 to each of his heirs he refers to them. There is no ambiguity or possibility of two opinions as to the application of said clause in the will to these complaints. If, instead of one dollar a liberal bequest had been left to each of the testator's heirs, no one would hesitate to believe that it was intended for each of these complainants to share in this bounty. The language used with equal certainty forces the mind to accept the more distasteful conclusion that it was the testator's intention deliberately formed to cut his children off with but the nominal sum of one dollar. The rule that a man's children shall be his heirs is of such universal application that it is impossible for an intelligent sane person, who knows himself to be a father of children, to refer to his heirs without consciously to himself including them in the reference. These considerations constrain me to sustain the defendant's demurrer to the bill of complaint.

DIVORCED WIFE WINS.

Judgment Granted Against the Widow of Emil Weber.

In the case of Mary J. Gratton, the divorced wife of Emil Weber, the Portland gambler killed by "Sandy" Olds, against his surviving wife, Fannie A. Weber, the court's finding was on the side of the plaintiff. His opinion was as follows:

In the year of 1884, the complainant's husband, Emil Weber, purchased 3,400 acres of land situated in Callam county, in this state. The plaintiff claims that by said purchase the lands became community property and that she is now the owner of an undivided one-half thereof. In 1886, by a decree of a circuit court of the state of Oregon, the complainant was granted a divorce from the said Weber. At the time the lands were purchased and until after the divorce the parties were domiciled in the state of Oregon. After the divorce Weber died in the state of Oregon. The defendant claims to be his widow, having been married to him very soon after the divorce, and she now claims to own an interest in said lands; and denies that the complainant has any interest therein. The lands are unoccupied and this suit in equity has been brought to determine the disputed questions as to plaintiff's interest. The validity of the defendant's marriage to Weber is disputed, but I do not find it necessary to decide that question. In her complaint against Weber, filed in the divorce suit, the plaintiff alleged that he owned 2,600 acres of land in Washington Territory, but did not give any description thereof, and she prayed for a division of all his property and a suitable award to her out of the same, including his lands situated outside of the state of Oregon. By the decree the court gave the complainant one-third of Weber's real estate in Oregon, and a judgment for $5,000 in money for her own maintainance; and as to the property outside of Oregon the decree contains the following clauses: "It is further considered and adjudged that the sum of five thousand ($5,000) dollars awarded to the plaintiff is granted upon condition that it shall be accepted by the plaintiff in lieu and in full satisfaction of all her right, title and interest of, in and to the lands and property described in the complaint in this suit, owned by the defendent, Emil Weber, and situated within the state of Oregon." "It is further considered and adjudged that upon the defendant, Emil Weber, paying to the clerk of this court said sum of $5,000 awarded to plaintiff as maintainance or upon the recovery of said sum on execution issued, to enforce this decree, and paid over to said clerk, the plaintiff shall file with said clerk a release and conveyance of all her estate, right, title and interest in and to the said lands owned by the said defendant, Emil Weber, situated without the state of Oregon, said sum of money and said release and conveyance to be held by said clerk, subject to the order of this court, to be turned over to the respective parties herein, said plaintiff and defendant Weber." An execution was issued and real estate in Oregon was sold to the complainant to satisfy the judgment for $5,000. Said real estate was redeemed by Weber and the amount of the judgment was paid to the complainant without any conveyance or release of lands by her as the decree provided for being exacted. She has not conveyed any interest in the lands in controversy by any deed to any person, and if she ever had any interest therein she has it yet, unless by the decree of the court in Oregon and the proceeding thereunder she has been deprived thereof or estopped from claiming it.

Prior to the revision of the community property law by the act of 1879, non-resident married persons were not affected by the community property law of Washington territory. The act of 1879, however, and all subsequent legislation upon the subject is general and applicable to all subsequent acquisitions of real estate situated within the territory by non-residents as well as by inhabitants. Property acquired by purchase by a married person is presumed to be community property and there is no evidence in this case to overcome that presumption as to the land in controversy. I hold that the complainant did acquire an interest therein equal to that of her husband, Emil Weber.

The court which granted the divorce had no power to make a decree, which could of itself operate upon land in Washington territory so as to transfer the title. Said decree does not purport to have such effect and there is not in the record in that case any description of this land by which the same or any part of it could be identified, or recital or expression showing that the court intended to touch the complainant's interest therein. Her complaint and the decree only refer to the property of Weber. The natural inference and legal presumption is that no reference was intended to the community property of Weber and his wife.

Payment of the money decreed to complainant without an exaction of a conveyance of her interest in this property, and her acceptance of it, cannot have the effect to convey or extinguish her title or create an estoppel. It is certainly illogical to say that her failure to execute a deed in compliance with the court's order is equivalent to a conveyance of her interest in this land as if the deed had been made. The circumstances under which the $5,000 was paid without a deed from the complainant being exacted, either by Weber or the officers of the court, are not shown and there is absolutely no evidence of any such acts on her part as should either in a court of law of equity bar the complainant from asserting her right to and claiming the land referred to. It is the opinion of the court that she is the owner of an undivided one-half of said land as tenant in common with the vendees of Weber. And a decree will be entered as prayed for.

The Price of a Leg.

Hugh Gahagan brought suit against the city yesterday to recover $25,000 for injuries which he claims are due to the badly kept streets. His complaint alleges that on September 13, King street, between Sixth and Seventh, which is elevated and bridged over, was in bad condition, the planks being so loose that they would tip up if a weight was placed on one end. He had no knowledge of this and in consequence was thrown from the street to a distance of twelve feet below. The fall fractured his shoulder bone, ruptured the ligaments and also produced internal injuries, from the effects of which he is still under a physician's treatment. The plaintiff further sets out that he was a master logger, able to earn from $3 to $6 a day with board and lodging, and that his injuries are such that he will probably never be able to do much work. He therefore thinks he is entitled to the amount of damages sued for.

IMPORTANT LAND CASE.

A Sheriff's Deed to Realty Held to Be Valid.

In the case of Hazard Stevens vs. E. P. Ferry et al., the decree of the court was in favor of the defendants. The property involved is valued at $50,000. Judge Hanford's opinion was as follows:

This is a suit to settle a controversy as to the title to certain lands situated near Anacortes, in this state, arising out of the following facts: In the year 1873, the complainant being then the owner of the lands, as security for a loan of $2,000, gave a promissory note and a mortgage covering said lands which was then within the county of Whatcom, and are now in the county of Skagit. Said mortgage also included real estate situated in Thurston county. As the courts of the territory were organized at the times herein referred to, Thurston county was the second judicial district, and terms of the territorial district court were held at Olympia for a sub-district embracing Thurston, Lewis, Chehalis and Mason counties. Whatcom county was in the third judicial district, and terms of the district court were held at Port Townsend for a sub-district embracing Whatcom and other counties. In October, 1874, a suit was commenced by the owner and holder of the note and mortgage against the complainant in the district court at Olympia to recover a judgment upon the note and for a decree of foreclosure and order of sale of all the lots and tracts of land included in said mortgage. The complainant, Stevens, voluntarily appeared and submitted to the jurisdiction of the court in said cause and a judgment and decree as prayed for was rendered against him December 17, 1874. In pursuance of said decree the land in controversy was sold by the sheriff of Whatcom county in July, 1875, and the sale was confirmed by an order of the district court at Olympia, December 8, 1875, by which the sheriff of Whatcom county was directed to execute a deed to the purchaser at the expiration of six months from the date thereof, unless the land should be within that period redeemed. There has been no redemption made or attempted, and the sheriff's deed was made and delivered as directed. The defendants claim to own the land and derive their title from the judicial sale under said foreclosure proceedings.

In behalf of the complainant it is alleged that the district court of Olympia had no jurisdiction to order or confirm a sale of land in Whatcom county; that the sale was not made subject to redemption, and in other respects the proceedings were not in conformity to the requirements of the statutes of the territory governing execution sales of real estate; that for these reasons the sale was and is void, and further that there is no proof of a valid sheriff's deed having been given. Other points raised by facts alleged in the pleadings of the defendants have been discussed, but require no further mention in deciding the case according to my view of it.

The courts of Washington territory were created by the act of Congress of March 2, 1853, entitled "An act to establish the territorial government of Washington." [10 U. S. statutes page 172.] Section nine of the act contains the following among other provisions: "The judicial power of said territory shall be vested in a supreme court, district courts, probate courts, and justices of the peace. * * * The said territory shall be divided into three judicial districts, and a district court shall be held in each of said districts by one of the justices of the supreme court, at such time and places as may be prescribed by law; * * * the jurisdiction of the several courts herein provided for, both appellate and original and that of the probate courts and justices of the peace shall be limited by law; * * * and the said supreme and district courts respectively shall possess chancery as well as common law jurisdiction."

By the sixth section of the act general legislative power is given to the territorial legislature, and it is not questioned but what its power to define and limit the jurisdiction of the district courts as to subject matter, parties and territory, was ample. The objects of the organic act in providing for a division of the territory into districts was to serve public convenience, and divide the labors of the judges. It was contemplated that the business of the people residing in each district would be transacted in the court for that district; that crimes would be cognizable in the court for the district wherin committed, and that citizens would be required to serve as jurors only in the districts including their homes. But it was not intended to so limit the district courts as to make them mere local courts, incapable of taking original jurisdiction as courts of the territory, with power to issue judicial process and mandates, and enforce the same in all places under the government of the territory. The continued exercise of the power during the entire history of the territorial government, a period of more than thirty-five years, is sufficient proof that the district courts of Washington territory were courts of superior and general jurisdiction. It was the constant practice of said courts to issue warrants, attachments and executions, and by such process to cause the arrest of persons and seizure and sale of property in counties and districts other than that in which the court issuing the same was held. Such proceedings were authorized by statutes, and the lawfulness thereof cannot be doubted. The case of Ableman vs. Booth, 21 Howard, 506, cited by counsel for plaintiff, is authority for the proposition that the process of a state court, or judge, has no authority beyond the limits of the sovereignty which confers the judicial power. A true proposition harmonizing well with the converse of it, that a court of superior and general jurisdiction may, if authorized by the legislature, adjucate the rights of parties before it, as to property real or personal, situated anywhere within the boundaries of the state, and enforce its decree by a sale and transfer of the title to such property.

Under the laws of Washington territory a mortgage only created a lien and entitled the mortgage to have the mortgaged premises subjected to sale under a decree of court for satisfaction of the debt. [Laws of Washington Territory 1869, p 130, Section 498; 1873, p 134, Section 496.] Hence there could be no proceeding for a strict foreclosure. A suit for a decree of foreclosure is a proceeding *in rem*, as well as *in personam*, and therefore can not be properly brought elsewhere than in a court having local jurisdiction over the premises. [2 Jones on Mortgages, Section 1,444. Wood vs. Mastic, 2 Washington Territory, 69.] The important question in the case therefore is as to the jurisdiction of the district court which rendered the decree under which the sale of the land in controversy was made, and the decision of that question must be controlled by the provisions of the civil practice act of 1873. The important sections are the following: "Section 48. Actions for the following causes shall be commenced in the county or district in which the subject of the action, or some part thereof, is situated:

"1. For the recovery of, for the possession of, for the participation of, for a foreclosure of a mortgage on, or for the determination of all questions affecting the title or for any injuries to real property." [Laws 1873, p. 12.]

"Sec. 561. When default is made in the performance of any condition contained in a mortgage the mortgagee or his assigns may proceed in the district court of the district or county where the land or some part lies to foreclose the equity of redemption contained in the mortgage."

"Sec. 563. In rendering judgment of foreclosure the court shall order the mortgaged premises, or such thereof as may be necessary, to be sold to satisfy the mortgage and costs of the action. The payment of the mortgage debt, with interest and costs at any time before sale, shall satisfy the judgment."

"Sec. 564. When there is an express agreement for the payment of a sum of money secured, contained in the mortgage or any separate instrument, the court shall direct in the order of the sale that the balance due on the mortgage, and costs which may remain unsatisfied after the sale of the mortgaged premises, shall be levied on any property of the mortgage debtor."

"Sec. 565. A copy of the order of sale and judgment shall be issued and certified by the clerk, under the seal of the court, to the sheriff, who shall thereupon proceed to sell the mortgaged premises, or so much therof as may be necessary to satisfy the judgment, interests and costs, as upon execution; and if any part of the judgment, interest and costs remain unsatisfied the sheriff shall forthwith proceed to levy the residue of the property of the defendant. The sheriff shall indorse upon the order of sale the time when he received it, and all subsequent proceedings under the said order shall conform, except as hereinafter provided, to the provisions regulating sales of property upon execution." [Laws of 1873, pages 149-150.]

These provisions of the statute are in all important particulars the same as a prior act of the territory which was construed by the supreme court, in the case of Hayes vs. Miller, 1 Washington Territory, 143. Holding in effect that the object of the law is to avoid a multiplicity of suits and save expenses in the collection of debts secured by mortgages on real estate, and to give the creditors, in one suit, the full benefit of a double remedy by enforcing the personal liability of the debtor and subjecting the mortgaged property to sale, which formerly could only be accomplished by an action at law and a separate suit in equity, I hold upon the authority and reasoning of that decision that only a single suit could be maintained at one time to foreclose a mortgage upon land in the territory and collect the debt secured thereby, even though several distinct and separate tracts of land situated in different counties and districts be included in the mortgage; and further, that the statute was not intended to have the effect in such a case to delay the mortgagee by requiring him to proceed in detail by separate suits, one at a time, in each county or district, but gave him the right to proceed in one suit in a district court for the county in which the land or a part thereof lies, against all the property subject to the lien of his mortgage. In the argument it is admitted that a district court under this statute might in one suit decree a sale of land situated partly in two counties, if the premises be in compact form, as a single forty-acre tract, or any number of legal subdivisions adjoining each other, but not if the lands in different counties are separate tracts. By this rule of construction a mortgage upon a strip of land like the right-of-way of the Northern Pacific railroad, for instance, extending across the entire territory and embracing land in twelve counties, might be subjected to sale under a decree in a single suit brought in either of the counties, and the court authorized to render such a decree would be without jurisdiction to order a sale under a mortgage of a single acre situated in an adjoining county, unless the acre touched other land covered by the same mortgage in the county wherein the court was held. The authorities cited do not require me to recognize any such distinction. In the case of Holmes vs. Taylor, 48 Ind., 169, the mortgage covered a single forty acre tract cut into two parts by a river which formed a boundary between two counties. It was held to be necessary under the statutes of that state to sell the land in two parcels, and to sell each part in the county in which it was situated, but the right to foreclose the mortgage in one suit, and the jurisdiction of the court sitting in one county to render a decree and order of sale of the land in both counties was maintained, and the opinion does not give as a reason for so holding that it was water instead of an intervening tract of land which filled the space between the two parts, or even suggest a reason for a different rule in such a case as this one.

The case of Chadbourne vs. Gilman, 29 Iowa, 181, was one wherein several mortgages were in suit, each covering land in a single county and it is therefore not in point in this case.

In the case of Orcutt vs. Harrison, 32 N. W., 482, the suit was against the executrix of the mortgagor's will; the mortgaged premises were situated in the county in which the defendant lived and in which the estate was being settled in the probate court; the debt secured by the mortgage was payable in a different county and the suit was brought in the latter county to collect the debt and foreclose the mortgage. The only question decided in that case was one which does not arise in this. Lomax vs. Smythe, 50 Iowa, 232, is another Iowa case later than either of the two mentioned above and is in point. The decision is to the effect that under a section of the Iowa code providing that suits to foreclose mortgages must be brought in the county wherein the mortgaged property or some part thereof is situated, a decree of foreclosure and order of sale in a suit upon several deeds, each for a separate tract given as security for a debt, where a defeasance of all the lands by a single instrument had been taken by the mortgagor, brought in a county embracing only lands affected by one of the deeds, was valid and binding as to lands in another county.

The decision in Wood vs. Mastic, 2 Washington Territory, 64, does not bear on the question at issue to any greater extent than this: It holds that foreclosure suits must be brought in the county or district in which the land or some part thereof lies. It does not intimate that more than one suit is necessary where several tracts in different counties are covered by a single mortgage. I hold that in said foreclosure suit the jurisdiction of the district court at Olympia was not partial and sufficient merely to afford part of the relief to which the mortgagee entitled the plaintiff, but it was complete for all purposes.

The mortgage given by the complainant was foreclosed and the lands in controversy were sold by proceedings and under process especially provided by the statutes for such a case, and the sale is not void, because not made subject to redemption, as provided in the chapter relating to sales of real estate under executions; nor by reason of non-conformity to the provisions of that chapter in other particulars on the part of the sheriff in executing the process and making his return. The particular provisions of that chapter invoked are wholly inapplicable to the case. [Hayes vs. Miller, 1 Washington Territory, 145: Parker vs. Dacres, 2 Washington Territory, 445.]

By the statute the complainant had a right to redeem the property by paying the mortgage debt with interest and costs at any time prior to the sale. Laws 1873, p 149, section 563. And by the order of the court the time was extended for a period of six months from the date of confirmation of the sale. He did not avail himself of the right of redemption given to him by law or the grace extended to him by the court, and by the sale of the property and lapse of time, all his rights to, and interest in the property were extinguished, and the right of the purchaser to have a valid deed from the sheriff became absolute. Whether such a deed has or has not been executed and delivered is a question which is not material in this case, because it does not concern the complainant. He is in no position to litigate with the defendants any question as to the validity or sufficiency of the instrument which their grantors accepted from the sheriff as a deed in compliance with the order of the court.

A decree will be entered in favor of the defendants confirming their title to the land as against the complainant.

Sheriff and Ex-Sheriff Defendants.

Ex-Sheriff J. H. McGraw and Sheriff J. H. Woolery were defendants in a $1,000 damage brought by W. L. Ross, the hearing of which began yesterday before Judge Humes. The plaintiff claims that goods belonging to him were illegally seized by McGraw and afterward sold by his successor in office, Woolery.

For Burning a Garden Patch.

Judge Osborn's department of the superior court was occupied yesterday in the hearing of a damage suit, which is the result of a fire kindled by Charles Becker, which spread to the property of Henry Jantz. Becker started the fire in his slashing, and the plaintiff claims that by negligence it spread to his property, burning his fences and outhouses and destroying a garden patch. He sues for $404 damages.

Keevan Divorce Case.

The Keevan divorce case occupied another day before Judge Lichtenberg yesterday. Numerous witnesses were introduced by both husband and wife, most of whom landed their favorite to the skies and told some most disreputable stories about the other party. The case will be continued this morning.

Verdict for Plaintiffs.

The jury in the case of T. W. McConnell and J. W. Harrington vs. David Kaufman, the trial of which occupied four days before Judge Osborn, brought in yesterday morning a verdict for the plaintiffs in the sum of $7,600. The defendant gave notice of a motion for a new trial.

New Suits Filed.

The following suits were begun yesterday in the superior court:

A. E. Osborn et al. vs. James Dolan—Suit to recover $250 on bill of exchange.

Archie C. Fish vs. C. C. Calkins—Suit to recover $195.65 on judgment in foreign court.

W. P. Webster vs. Louisa Pease et al.—Suit on promissory notes for $432 and to foreclose mortgage.

Hugh Gahagan vs. City of Seattle—Suit to recover $25,000 for personal injuries.

Harry F. Meserve vs. Junius Rochester and Carrie A. Rochester—Suit to recover $1,000 on promissory note.

George E. Hawthorne vs. Harry B. Lewis—Suit to foreclose mortgage and recover $1,050 on promissory note.

THE BLOTTER.

SUPERIOR COURT—LICHTENBERG, J.

Mary E. Page vs. Sarah McKilligan et al.—Foreclosure of mortgage; judgment of fact; conclusions of law and decree; signed.

Frances F. Scott vs. Columbia Mill Company—Motion for default granted and order signed.

Huttig Bros. Manufacturing Company vs. F. S. Potvin et al.—Order substituting the Bridge & Beach Manufacturing Company as party defendant; signed.

John Keevan vs. Della Keevan—Divorce.

SUPERIOR COURT—OSBORN, J.

William Ross vs. J. H. McGraw et al.—Transferred to Judge Humes.

Board of Trade of Seattle vs. W. H. Thayer—Judgment by confession for $951.77.

T. W. McConnell and J. W. Harrington vs David Kaufman—Verdict for the plaintiffs in the sum of $7,600; defendant's notice of motion for new trial.

Henry Jantz vs. Charles Becker—Suit for damages; in progress.

SUPERIOR COURT—HUMES, J.

State of Washington vs. Pat Dougherty—Using language intended to provoke assault; on motion of prosecution order that cause be dismissed.

State of Washington vs. Jane Westlake—Assault and battery; on motion of prosecution order that cause be dismissed.

State of Washington vs. George Wilson and Frank Williams—Burglary; non-suit granted on defendants' motion; defendants held to give prosecution time to file amended information.

W. L. Ross vs. J. H. McGraw and J. H. Woolery—Suit on goods sold under attatchment; in progress.

PROBATE DEPARTMENT—LICHTENBERG, J.

Estate of Joseph Christenson—Inventory; filed; petition for appointment of appraisers; order appointing J. T. Ronald, S. H. Piles and R. Morford.

Estate of Hans G. Mallam—Bond of administration; filed; order approving same; letters issued.

Estate of James Williams—Final account of administrator; filed; hearing of settlement set for December 4.

DR. PRICE'S
DELICIOUS
Flavoring Extracts
NATURAL FRUIT FLAVORS.
Vanilla - Of perfect purity.
Lemon - Of great strength.
Orange - Economy in their use
Almond - Flavor as delicately
Rose etc. - and deliciously as the fresh fruit.

A SWINDLER'S GAME FOILED.

He Falsely Represents That He Is Working for the Firemen.

The police and the firemen are looking for a smooth operator who succeeded in swindling a number of persons out of money by representing that he was collecting funds to aid the Firemen's Relief Association.

This slick individual called on Chief Kellogg and represented that he was writing up the fire department for a local publication and he wanted pictures of the chief, assistant chief and captains of the different companies, together with such information and facts as would be proper in a complete write-up of the department. The chief gave him a photograph of himself, and recommended him to Captain Hunt to get the other things that he wanted.

The fellow left and, with the picture as an evidence that he was working for the good of the firemen, he started out to secure advertisements for an alleged advertising sheet to be circulated at the forthcoming ball to be given by the Firemen's Relief Association. On the representation that the money was to go directly to the association he collected, so far as is now known, $27. The chief today issues a card warning all persons not to pay the fellow any more money.

ROW AMONG NEGRO MINERS.

Two Franklin Men Jailed on Account of a Shooting Scrape.

Joseph Gordon and Z. Johnson, colored miners from Franklin, were committed to the county jail by Justice of the Peace A. E. Wells. The men figured in a disgraceful row at the mines Sunday night and a miner named Hunter Twine was shot.

A deputy sheriff says that Twine and Gordon quarreled and Twine, who is the larger man, kicked Gordon twice. The latter seized a revolver, which he saw sticking from the coat pocket of one of the colored miners, and shot his opponent in the left leg, inflicting a painful flesh wound.

Just after the shooting, Johnson, who was fired with an ambition to shoot, drew a revolver and, waving it around his head, swore that he would have blood, and he wasn't particular whether it was blue blood or not.

Justice Wells placed Gordon under $500 bonds to appear for trial in the superior court upon a charge of assault with a deadly weapon, and Johnson was bound over in the sum of $300 to stand trial for exhibiting a revolver in an angry, threatening manner.

Justice Court Record.

The case of Samuel Glazier, the fugitive from justice who was brought back from St. Joseph, Mo., was called for hearing before Justice Von Tobel yesterday; but upon motion the hearing was postponed until Thursday afternoon at 2 o'clock. Glazier is patching up a defense by which he expects to make a very good showing, and he hopes to be able to clear himself from the charge of grand larceny. He has not yet given bail, and is still in the county jail.

George and James Anderson, brothers, who live eight miles south of the city, were arraigned for hearing before Justice Von Tobel yesterday upon a charge of trespass. The case was continued over until November 3.

David Waterman, an employe of the Snoqualmie hotel, was fined $90 last evening by Justice Von Tobel for stealing an overcoat from a hackman named J. W. Giller.

Justice Von Tobel last evening united in holy bonds of wedlock James Liefels, of Seattle, and Lizzie Jenft, of Hartford, Wash.

N. H. McLean was acquitted of a charge of threatening to kill Louis R. Condis yesterday by Justice Von Tobel. He was arrested Saturday.

Street Car Men's Association.

The men employed on the street car lines of this city are a much finer set of workingmen than are usually found engaged in this business. They have an organization known as the Street Car Men's Benevolent Association, which has over 100 members, and meets every Friday night in the Frye block. In former times collections were being constantly taken up for the aid of sick and needy members. Now the association carries out all its acts of benevolence upon a systematic basis and the burdens are distributed with more equity.

Fireman's Ball.

Having been informed that a certain party is collecting money purporting to assist by advertising the ball to be given in aid of the Fireman's Relief Association, notice is hereby given that no party has any such authority; neither should any money be paid unless to a fireman in uniform, and then only when tickets are given in exchange for the money paid.

GARDNER KELLOGG,
Chief Fire Department.

WALLA WALLA ADDITION.
Brewer & Hungate, 201-202 Bailey building.

Order your coal from the Seattle Transfer Company. Telephone 41 or 359.

A STORMY MEETING.

Fire Commissioners Discuss Chief's Suggestions.

INCOMPETENTS TO BE FIRED.

Much Talk Over Who Shall Fill the Vacancies—Old Hands Likely to Be Chosen.

The fire commissioners held another stormy meeting last evening, discussing the subject of firemen for the department. Mayor White occupied the chair and Chief Kellogg and all of the commissioners were present.

Chief Kellogg's report recommending the discharge of four men was read, as follows:

To the Honorable Board of Fire Commissioners—*Gentlemen:* In response to your request I submit the names of members of this department, who in my judgment should be dropped from the roll of membership. In making this selection I am actuated by no personal feeling other than the best interests of the department. The men have been on trial in the department for several months. They have endeavored to perform every duty assigned them and so far no fault can be found with them, but a willingness to perform is not always accompanied with a proper understanding of the duties or with the capabilities to perform. In this business, as in all others, much depends on the man. Every member of the department has a specific duty to perform when in service. If a man fails in the performance of that duty it disarranges the whole machinery of the department. A fireman should be active, quick of comprehension and so constituted as to endure smoke and heat, always self-possessed, and, above all, of an aggressive nature or disposition. Where schools for the examination of applicants are held not over 25 per cent. of the applicants are selected for their supposed adaptability for the service, hence it is no stigma on the individual applicants if they simply are by nature disqualified for this particular business. So in making this recommendation to your honorable body no reflection should be made against the men. A trial has simply convinced us that the business they have preferred to follow is one they are by nature disqualified to fill, and one in which, in my judgment, they can never succeed. There are several others pretty much in the same situation, but after consultation with the company officers it was decided to give them a further trial.

The members referred to are Thomas Gillis, now with chemical No. 3; Albert Johnson, now suspended; L. Rudd, on the fireboat; William McNamara, now on chemical No. 2. Very respectfully,
G. KELLOGG,
Chief Fire Department.

Mr. Clark moved that the report be accepted and that the resignations of the four men be accepted. Mr. Kahaley thought that they should be asked to resign first. The latter suggestion prevailed after some discussion.

The question as to who should be put in the four places made vacant, occupied all the rest of the evening. The mayor wanted to go to the theater, but all his efforts to hurry up the proceedings were in vain. When they finally adjourned each member had made about three motions and had afterwards withdrawn them, while about the only items on the minute book were the record of the date and the fact that the meeting adjourned.

Erwin Armstrong, I. I. Sullivan and Carl A. Basler were recommended as members of the department. The last named was assistant chief for nearly a year after the establishment of the paid department.

Mr. Kahaley wanted some of these practical firemen put in. Mr. Faegre objected, calling attention to the resolution passed at a former meeting where it was agreed that the men cut off by the retrenchment ordinance should be given the preference. He thought that the commissioners should stick by their resolution.

Mr. Foster agreed with Mr. Faegre. He thought that the men who were cut off deserved the positions. He knew some old men who were no good and he thought new men often developed into good firemen.

Chief Kellogg stated that there were only six or eight first-class practical firemen in the department. It was hard to get good men and when they had a chance he thought they should take practical firemen in preference to others. He had to pick from the ones recommended by the commissioners and very few knew the business. The trouble was that the class of applicants was not the best and it was no fault of the commissioners.

Mr. Faegre understood that there was another unsatisfactory fireman in the department, and he thought that the chief should have recommended his discharge also. It was Risley, on the fireboat. After some discussion the chief was instructed to bring in another report next week recommending further discharges of incompetent men.

Mr. Clark wanted the chief to start in and try, one after another, the applicants who had not been tried before. Mr. Kahaley said that it would be much better to put in good, practical firemen, like Basler, at once.

The meeting finally adjourned without coming to any definite conclusion as to future policy.

Chief Kellogg had his annual report ready, but it was decided not to read it until next Tuesday evening, when the next meeting will be held.

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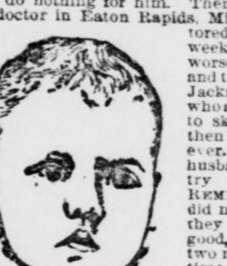
Baby's Fearful Suffering from Skin Disease Covering Entire Body Cured by Cuticura.
My baby was taken very sick when he was three months old, and in a few days began breaking out. We employed both of the home doctors and they could do nothing for him. Then we sent for the best doctor in Eaton Rapids, Mich., and he doctored him for two weeks, and he got worse all the time; and then I took him to Jackson, to a doctor who attends especially to skin diseases, and then he got worse than ever. Then I told my husband we had better try the CUTICURA REMEDIES any way; did not have any idea they would do any good, but in less than two months from the time we began giving them to him he was entirely well, and not a spot on him. His hair began growing right off, and we thought he would always be bald-headed. There was not a spot on his whole body, face, and head, only his nose and eyes, but what was as raw as beef-steak. So poor there was not anything but bones, and so weak he could raise neither hand nor head.
MRS. FRANK BARRETT, Winfield, Mich.



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The new blood and Skin Purifier, and greatest of Humor Remedies, cleanses the blood of all impurities and poisonous elements, and thus removes the cause, while CUTICURA, the great skin cure, and CUTICURA SOAP, an exquisite skin beautifier, clear the skin and scalp, and restore the hair. Thus the CUTICURA REMEDIES cure every species of itching, burning, scaly, pimply, and blotchy skin, scalp, and blood diseases, from pimples to scrofula, from infancy to age, when the best physicians fail.
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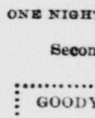

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Second Annual Tour of the Reigning Favorites,
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THIRTY THOUSAND DOLLAR
MINSTREL PRODUCTION AND ROYAL COURT FIRST PART.
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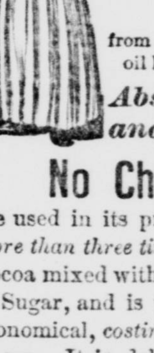

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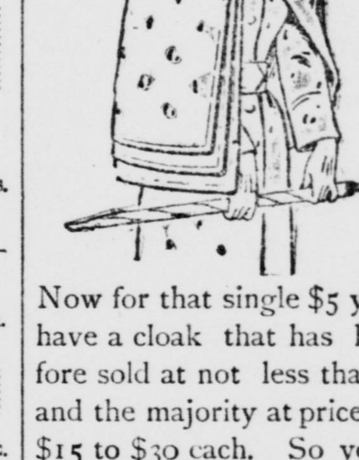

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These cloaks for misses that we offer at this price are just the thing for the winter school wear.
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If you would have an idea how keeping the best and latest and selling at closest prices makes trade, visit the Cloak Department any day.
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