OLD RECEIVERS OUT.

Judge Hanford Summarily Removes Them From Office.

A. F. BURLEIGH IS APPOINTED.

He Will Have Charge of All the Lines in Washington.

The Old Receivers Failing to Appear, Their Resignations Are Rejected, They Are Removed and a Successor Named—Burleigh Promptly Qualifies and Appoints a General Manager—Junior Security Holders Admitted to Representation—Judges Along the Line May Unite in Appointments—Ives' Story of How the Old Receivers Were Named—He Is Still Keen for Their Punishment.

Andrew F. Burleigh, of this city, is sole receiver of the lines and property of the Northern Pacific railroad in the state of Washington. Such was the appointment of Judge Hanford yesterday morning in the United States circuit court, after he had summarily removed Thomas F. Oakes, Henry C. Payne and Henry C. Rouse. Mr. Burleigh took the oath of office, and within two hours filed a bond of $300,000, and he is now in control of the system of road in the district. In the afternoon he announced the appointment as general manager of G. W. Dickinson, of Tacoma, assistant general superintendent under the old receivers.

In his remarks leading up to the removal of Messrs. Oakes, Payne and Rouse, Judge Hanford said he would decline to accept their resignations offered the day before, and he spoke in brief but emphatic terms of their refusal to render to the court an account of their management of the road.

A Great Array of Counsel.

For several minutes before the court convened, the room was densely packed with spectators, including prominent attorneys, and the accommodating bailiffs had more than they could do to find seats for everybody. There was an array of distinguished counsel, the list including Silas W. Pettit and Senator Wilbur F. Sanders, for Brayton Ives, president of the Northern Pacific; ex-Senator John B. Allen, for the Farmers' Loan and Trust Company; Charles W. Bunn, for the receivers; Congressman S. C. Hyde, for Johnston Livingstone, as representative of the second mortgage bondholders, and Gen. G. E. P. Howard, for the third mortgage bondholders. On the bench with Judge Hanford during the morning session was Judge John P. Hoyt, of the state supreme court. There were also present Brayton Ives, A. F. Burleigh and James McNaught.

General Howard having been admitted on motion of Hon. Thomas Burke, obtained leave to file the petition of the third mortgage bondholders, subject to review by the court at 2 o'clock in the afternoon, at which time, the court said, ex-Senator Allen, for the trust company, would be allowed to frame issues to be disposed of. Similar action was taken in regard to the petition of the third mortgage bondholders. Judge Hanford then leaned forward and said:

"Under the order that was made on the 2d day of September, the receivers of the Northern Pacific Railroad Company were required by this date to answer the charges preferred against them by Brayton Ives, president of the company; also that each should file a bond in this court, and their accounts after the final hearing. They have already placed on file in this court their resignations as receivers, which will be a sufficient excuse for not filing bonds. I wish to inquire, however, if the order has been complied with as to filing an account?"

The Order Not Obeyed.

The court looked inquiringly at counsel for the receivers. Mr. Bunn arose and said:

"It has not been complied with in any respect."

"Under the terms of the order," continued Judge Hanford, "they are entitled to this day within which to file it. Is it the intention of the receivers to file any account today?"

"I think not," answered Mr. Bunn; "I think I am authorized to say that to the court."

As this remark fell upon the courtroom, although it was not unexpected, there seemed to be a feeling of suppressed excitement passing through the audience. There was a pause, an expectant silence, and then Judge Hanford continued in the quiet, firm, clear tones that once before were heard when he sentenced the Commonwealers to imprisonment for contempt of court in having interfered with the receivers in their management of the road. The voice of the court rang out with perhaps slightly increased volume, but otherwise the tones were as calm as if the case were one of the most ordinary character. The only variation was the well-known hammer-like stroke in emphasizing words, but the most eminent lawyers among the strangers felt that they were in a court whose mandates are to be respected. The judge said:

The Court Gives Its Decree.

"Upon consideration of the fact that in the original order appointing Mr. Oakes, Mr. Payne and Mr. Rouse to be receivers of this court, they were required to file accounts in this court, which order has been entirely disregarded, and the fact that a definite, peremptory order has been made requiring them by this date to file an account covering the specified period, which order they have disobeyed, the court will not accept their resignations, but now makes an order removing them from their office as receivers. This order takes effect instanter.

"The court now makes an order appointing Andrew F. Burleigh to be sole receiver of the property and business of the Northern Pacific Railroad Company within the jurisdiction of this court. Upon taking the oath of office he will at once take charge of all of the assets and control of the business within the jurisdiction of this court, and within ten days he is required to file a bond in the sum of $300,000.

"All that I wish to say in addition to the entering of this order, is, that my hope is that for the credit of the judiciary, and as well as the preservation of the rights of all parties having money invested in this great estate, a proper adjustment of differences may be arrived at, or that the courts will very speedily be set right in all points as to which they have differed in opinion, by some order or decision of an appellate tribunal that has authority and jurisdiction to correct the errors of the circuit courts, and with that object in view I regard this appointment as being temporary in character, and prefer to name only one person, instead of attempting to place a number of persons in the position of receivers at this time.

"In taking this course, I have had the benefit of a limited conference with Judge Gilbert, who I hoped could be here, but who has not been able to come. As to the action of the court at this time, it has been taken after an informal conference with the circuit judge.

Judge Hanford paused at this stage of his remarks, and as Mr. Pettit rose to address the court Mr. Burleigh quietly left the room. In a few minutes he had been sworn in as receiver and was perfecting arrangements for bondsmen.

The Terms of the Order.

"If your honor, please," said Mr. Pettit, "is your honor prepared to file a full and formal decree, or would you prefer that counsel should draft that? It is a very important matter and there are many points to be covered, especially the liability of the past receivers. I hope the court will make no order or any decree whatever releasing them. It seems to me that it has been shown in this proceeding that they have much to conceal, and if I may be excused in an observation which originated in—"

"I think, Col. Pettit," said Judge Hanford, "that the order discharging the former receivers may be entered as a separate order and I will direct the clerk myself in the preparation of that order. It will go no further than I have intimated. It leaves matters in just the shape they are in. I think counsel ought to prepare the proper order appointing Mr. Burleigh receiver. He will be directed in that order to take full and complete control of the property, but to permit the continued operation of the train service on the road without interruption and as speedily as he can accomplish it to arrange an understanding with parties receivers having control of the other end of the road, so as not to have any interruption of the public service. I would like to have incorporated in the order a direction of that kind, but at this time I will not attempt to define in an order the minute details that are to govern him; from time to time he will get orders and instructions from the court as he may need."

After a few other words of instruction, the court ordered a recess until 2 o'clock p. m.

Junior Securities Come In.

There was a decrease in attendance at the opening of the afternoon session, but still the room was comfortably full. On convening of court, Judge Hanford announced that he had signed the order removing the Jenkins receivers and had approved the bond submitted by Mr. Burleigh. The question then to come before the court was to pass upon the application of the second and third mortgage bondholders to be made parties to the suit, and to have leave to answer if they should think that course advisable. To that extent the court granted the prayer of the petitioners. The question was discussed briefly by Mr. Allen and Gen. Howard, the former holding that the facts set forth in the petition were not sufficient, while the latter claimed that to deny the prayer would be to leave his client without a friend before the court, some one that had an eye open to their interests, who could call before the court matters that might require adjudication. Judge Hanford, in granting the petition, stated that as a general rule the cestui que trust was a proper, though not a necessary, party; and he took the same view as that of Judge Jenkins, that the restrictive clause in the mortgage did not restrict the security holders.

ANDREW F. BURLEIGH.

Mr. Burleigh here addressed the court, asking if his appointment as receiver could take effect from 12 o'clock between September 30 and October 1, as to make the order effective from the actual date of appointment would double the work on account of changing accounts. Mr. Bunn suggested that all parties consent to the appointment being so dated, as the measure was practical, and accordingly the suggestion prevailed.

The Order of Removal.

The order of removal of the receivers, as well as the appointment of their successor, was drafted substantially upon the remarks of the court delivered at the morning session. It is as follows:

"And now on this 2d day of October, 1895, it appearing to the court that Thomas F. Oakes, Henry C. Rouse and Henry C. Payne, the receivers of this court, heretofore appointed in the above entitled cause, having failed to comply with the order of this court made and entered on the 2d of September, 1895, requiring them to answer the charges made against them by Brayton Ives, the president of the Northern Pacific Railroad Company, and failed to file bonds in this court as required by said order, but in lieu thereof have filed their resignations as receivers of this court, and have also failed to file their accounts, as required by the said order.

"Therefore, in consideration of the fact that the original order of this court appointing the said Thomas F. Oakes, Henry C. Payne and Henry C. Rouse receivers herein, required them to render acount to this court, and the said order has been disobeyed by said receivers in this that they have failed to file accounts of their receipts and disbursements as receivers of this court, and that they have wilfully disobeyed that part of the aforesaid order made and entered on the 2d day of September, 1895, requiring them to file accounts on or before this date covering a specified period of the receivership, and said receivers being now represented by their counseld, C. W. Bunn, and through their said counsel having announced to the court that it is not their intention to comply with the order last mentioned, the court declines to accept their resignations, and doth now order and adjudge that each of said receivers be and he is hereby removed from his office as a receiver of this court, and that this order take effect instanter."

The Order of Appointment.

The order appointing Mr. Burleigh provides that the receiver, on taking the oath of office, take possession of all the property of the company in the district of Washington, and operate it so as to continue the transportation of passengers and freight throughout the whole system. Oakes, Payne and Rouse and their agents are directed immediately to deliver to the new receiver possession of all the property in the district. Other paragraphs relate to the disposition of money received for the operation of the road, which shall be applied first to the necessary expenses of operation and the balance retained subject to order of the court; next to the filing of accounts monthly, and the retention of legal counsel, and finally to the filing of a bond with good and sufficient sureties. The order closes as follows:

"And it is hereby further ordered that an injunction be issued against the Northern Pacific Railroad Company, Thomas F. Oakes, Henry C. Payne and Henry C. Rouse, and all persons claiming to act by, through or under them or either of them, and against all persons whomsoever, restraining them from in any manner interfering with the receiver hereby appointed taking possession of, managing and operating the property of the Northern Pacific Railroad Company within the jurisdiction of this court and from disposing of any of said property in any manner whatsoever except as may be directed by him."

The Appointment Made Absolute.

Upon the filing and approval of Mr. Burleigh's bond, the following order making the appointment absolute was signed by Judge Hanford:

"And now, to-wit, on this 2d day of October, 1895, it being made to appear to the court that Andrew F. Burleigh, heretofore on this day appointed by order of this court receiver of all and singular the railroad, lands, franchises and property, real and personal, of the Northern Pacific Railroad Company, by which order he was required to take and subscribe his oath of office as such receiver, and enter into a bond with good and sufficient surety or sureties to be approved by this court or a judge thereof in the sum of $300,000, conditioned for the faithful performance of his duties in that behalf, has made, subscribed and filed with the clerk of this court his oath of office as such receiver, and has entered into a bond with good and sufficient sureties as required by said order, which bond has been approved by the court and filed with the clerk, it is therefore ordered that the said previous order of appointment be and the same is hereby made absolute."

By the fourth order Johnston Livingstone and Charles B. Van Nostrand are granted permission to be made parties to the suit for the purpose of protecting the interests of the bonds represented by their committees respectively in any conflict which may arise as to their respective interests in the estate, and with leave to plead by cross-bill, answer or demurrer to the bill of complaint as they may be advised, within sixty days from date.

IVES HITS THEM AGAIN.

MAKES CHARGES OF COLLUSION STRONGER THAN BEFORE.

His Story of How Villard, Cromwell and Roiston Conferred and Named the Receivers.

In his supplemental affidavit filed yesterday President Brayton Ives avers that in July, 1893, William Nelson Cromwell applied to Henry Stanton, assistant to the then general counsel of the Northern Pacific, and informed him that he (Cromwell) had been retained by Henry Villard, who was then the chairman of the board of directors of the company, to begin proceedings to have a receiver appointed for the property. Villard, it is said, had arranged to have Henry C. Payne, of Milwaukee, an employe of Villard, appointed receiver, and requested Stanton to furnish him with certain information in respect to the company usual and necessary to be stated in bills in equity, praying for the appointment of receivers of railroad companies.

Ives further avers that Cromwell, with the assistance of the counsel for the Northern Pacific, prepared a bill in equity to be filed in the court for the eastern district of Wisconsin, in which bill one Gustave Ulbricht, a clerk in the employ of Villard, was sole complainant, describing himself as the owner of bonds and stock of the Northern Pacific, but it is charged that whatever stock of the company stood in his name, and whatever bonds were in his possession, were the property of Villard. The Ulbricht bill, continues the affidavit, contained substantially the same averments as the bill in equity afterwards filed in the cause, wherein the Farmers' Loan & Trust Company, P. B. Winston et al., were plaintiffs, known as the Winston bill, except that Ulbricht did not describe himself to be a creditor of the company except as the holder of its bonds. About July 20, 1893, the bill in equity, it is said, was sent to Chicago in charge of W. J. Curtis, a partner of Cromwell, and one or more counsel for the railroad company and Ulbricht, the nominal complainant, for the purpose of filing it in the circuit court for the eastern district of Wisconsin. It is charged that they were there met by Payne and that frequent consultations were had between them.

Ives is further informed that about the time the Ulbricht bill was prepared Thomas F. Oakes, then president of the railroad, was informed that the preparation of the bill had been commenced. Thereupon, inasmuch as the consent of the company was necessary to secure the prompt appointment of receivers, he is claimed to have demanded that the counsel for the company should not consent to the appointment of Payne as sole receiver, but should insist upon the appointment of himself as receiver, or as receiver jointly with Payne. Villard, the affidavit states, refused to agree to the appointment of Oakes, but insisted that Payne should be made sole receiver as previously arranged by him. Thereupon, Ives says, much discussion ensued, and Oakes appealed to Roswell C. Rolston, who was one of the directors of the Northern Pacific and chairman of the finance committee, and who was also president of the Farmers' Loan and Trust Company, the trustee in about twenty or more different mortgages, interest on which was provided by the Northern Pacific and upon which default was expected to be made, to insist upon the appointment of Oakes as receiver or as one of the receivers of the Northern Pacific. When that had been done, the affidavit continues, Rolston did demand of Villard that Oakes be appointed receiver or one of the receivers of the company. Afterwards, it is said, Charles L. Colby and Colgate Hoyt, directors of the Northern Pacific, were informed that a bill for the appointment of receivers was in course of preparation, and they also demanded representation in the receivership by the appointment of Colby as one of the receivers.

During all the time that Curtis, Payne, Ulbricht and others were in Chicago awaiting the final directions to file the bill negotiations are said to have been continued by Villard for the appointment of Payne in his interest, by Rolston for the appointment of said Oakes in his interest, and by Colby and Hoyt for the appointment of Colby in their interest, and during that time Villard and Cromwell corresponded frequently with Curtis and Payne, for the purpose of securing the appointment of Payne as sole receiver; while, on the other hand, Oakes, Rolston, Colby and Hoyt corresponded with the counsel for the railroad for the purpose of securing the appointment of Oakes and Colby as receivers, either alone or jointly with said Payne, until finally, about August 1, 1893, no agreement having been reached, Curtis, Ulbricht and counsel for the railroad were directed to return to New York, and they did so return without having filed the bill.

Ives is further informed that the proceedings were not then made known to the board of directors of the Northern Pacific, and avers that at a meeting of the board held August 1 no action was taken in reference to the receivership, and that there were no minutes of any information given or action taken by the board in relation to that subject. The negotiations by Villard as of one part, by Oakes and Rolston as of another part, and by Colby and Hoyt as of the third part, the affidavit states, were continued at different times, until on August 14, three meetings were held, at which the subject of the persons to be appointed receivers was again discussed, and at one or more of the meetings were present Villard and Cromwell in the interest of Villard and to secure the appointment of Payne in his interest; Oakes and Rolston to secure the appointment of Oakes, and Colby and Hoyt to secure the appointment of Colby.

At the last of the meetings, Ives says, it was finally agreed by counsel representing the Farmers' Loan and Trust Company, Villard and the Northern Pacific, that Colby and Hoyt should be represented in the receivership by Henry C. Rouse; that Villard should consent to the appointment of Rouse and Oakes, and that said Oakes, Rolston, Colby and Hoyt should consent to the appointment of Payne. Thereupon the affidavit continues, counsel for the Northern Pacific was notified by telegraph and the bill known as the Winston bill was on the next day filed.

Some days prior to August 14, says Ives, it became manifest that the application for the appointment of receivers could not be much longer deferred, and thereupon a bill in equity was prepared, containing substantially the same averments as had been contained in the Ulbricht bill, wherein Winston, who had been procured to be a party plaintiff therein by Oakes, and the Farmers' Loan and Trust Company were named as plaintiffs. The bill had been sent in charge of counsel for the Northern Pacific to St. Paul, with the intent and understanding that unless an agreement could be arrived at it would be filed in the circuit court of the United States for the district of Minnesota, and the appointment of Oakes as sole receiver would be requested; but upon the making of the agreement of August 14 the firm of Sheldon & Co., who had been procured by Cromwell to act as plaintiff, was also joined as plaintiffs, and the necessary alterations were directed by telegraph to be made in the bill in equity. On the night of August 14 the bill in equity, Ives declares, was taken by special train by J. W. Kendrick, general manager of the Northern Pacific, and by P. B. Winston, one of the nominal plaintiffs, to Milwaukee, reaching there on the morning of August 15; and the bill in equity was presented by Miller, Noyes & Miller, who had been the correspondents of Cromwell and counsel for Villard and Payne, or of the corporations in which they were jointly interested, to the circuit court of the United States for the Eastern district of Wisconsin. Thereupon Oakes, Payne and Rouse were appointed receivers; so that all interests of those participating in the transactions and liable to the claims mentioned in a former affidavit of Ives, verified August 1, 1895, and filed, should be represented in the receivership.

WILL FIGHT TO A FINISH.

Ives Says He Will Force Receivers to Account for Squandered Funds.

"At last I have found a court that will not be bulldozed."

The above note of victory was sounded yesterday by Brayton Ives, president of the Northern Pacific Railway Company, who incorporated the sentence in a dispatch to Eastern friends.

"Can a party wreck a property and then perpetuate its wrecking tactics under the protection of a court—that is the question I have been fighting to have decided for a long time. Today settles it." And Mr. Ives made a graceful gesture in the direction of the United States court room.

"Today's proceedings are by no means the end of the struggle, for we intend to continue to prosecute this case until we force the receivers to come into this court and render an accounting of their trust. Heretofore we have been treated in courts not as the injured party, but as transgressors, while these train wreckers—" Here Mr. Ives hesitated, saying: "Perhaps my feelings lead me to use a term more appropriate than judicious. But who was it that in July, 1893, a month before the receivers of the Northern Pacific railroad were appointed, had 'arranged' to have H. C. Payne appointed by the court at Milwaukee, as Cromwell said Villard had done? Who made the arrangement on the part of Judge Jenkins—who spoke for him? Or was it only a guess? But if a guess only in July, why was it that the papers were sent twice—once to Chicago, and once to St. Paul, and kept out of the Milwaukee court until Payne's appointment was agreed to by Rolston, Oakes et al.?

"It looks as if it had been arranged at Milwaukee, as stated, and as if the parties had intended to stay away from that court unless Payne, as Villard's man, was to be appointed.

"It is only necessary to mention a single instance to illustrate the extensive squandering of funds of the railroad. During last year the expenditures for attorneys' fees alone amounted to $299,000. More than that, when I, as president of the company, attempted to find out what was going on the manipulators put detectives on my track. Every day, every hour, I was shadowed. I could make no move without being observed, and there was paid for Pinkertons thousands and thousands of dollars out of the money of the Northern Pacific.

"When I was in New York a short time ago I was interviewed by a representative of one of the leading dailies, and the disclosures I made reflected so severely on William Nelson Cromwell that the managers of the paper called in their attorney and submitted the article to him before printing it. They were afraid it was libelous, but their legal adviser declared that it was not, and moreover he said: 'Mr. Ives is right, and he will win this battle in the end.' His judgment was sustained today. That paper in the meantime has printed columns about the Northern Pacific receivers, and no action for libel has yet been brought against it by Cromwell nor by any one else.

"The amount of interest taken in this proceeding is astonishing. The attendance at Judge Hanford's court today, where the room was filled almost entirely by lawyers, is an index to the way in which the case is regarded everywhere. All through the country lawyers are watching it, for it is unique, in the light of today's ruling, in that for the first time in the history of American jurisprudence the receivers of a railroad have been summarily removed.

"In concluding my observations on the receivers, I can place only one interpretation on their failure to appear before this court. They fear an inquiry. They are on the run."

Mr. Ives expressed his gratification at the way he had been dealt with by newspaper men. "They deal with facts," he said, "and facts are what we are seeking to bring out."

DIVIDED AGAINST ITSELF.

Gen. Howard Thinks That a Separate Receivership Is Not Advisable.

"In my opinion the best interests of the Northern Pacific will not be subserved by a separate receivership," said Gen. G. E. P. Howard, of New York, representing the third mortgage bondholders. "The present proceeding has resulted in a thorough shaking up, and nobody knows exactly where he stands. Before any definite step toward a definite reorganization can be taken, these jangling interests must be harmonized; and that, I am convinced, will not take place as long as the road is operated in part. It must be conducted as an entirety. This end of the property runs through a sparsely settled country, and is poor, while the other end is in a section better developed and, of course, more prosperous.

"As indicated by Judge Hanford in his remarks, there are conflicting jurisdictional questions to be determined, and possibly they will remain unsettled, until the judges of the several districts get their heads together and decide upon a receivership for the entire line. If that cannot be consummated, the matter may be taken to an appellate court and then on to the supreme court, either by a writ of scire facias or quo warranto. The receivers in one division, in order to force an issue of this kind, may deliberately enter the territory of the other and by an overt act force the question to an issue.

"Nevertheless, there is such a conflict at present that no one can forecast the end. As the saying goes, the parties interested in this great property do not know 'where they are at.'"

Gen. Howard is a member of the firm of Root & Clark, of New York, and is also a brigadier general in the state National Guard. He visited the Pacific Northwest five years ago, and recalls with a smile his remembrance of the controversy for supremacy between Mount Rainier and "Mount Tacoma," now finally determined in favor of the former.

A TALK WITH MR. BURLEIGH.

G. W. Dickinson Appointed General Manager—The Receiver's Career.

"G. W. Dickinson will be my general manager," said Mr. Burleigh just before he boarded the train yesterday afternoon. "I cannot tell much about what my policy will be, because I have not had time yet to look into the details of the situation. I expect that my administration of the affairs of the Northern Pacific will prove satisfactory to the owners of the road, and to the court. That is about all I can say now. I am on my way to Portland, and will be back in a day or two."

Mr. Burleigh was asked if he would maintain his office here, or if he might go to Tacoma. In reply, he said that he could not answer the question; he would not know himself until he was more familiar with the affairs of the road.

Andrew F. Burleigh was born January 7, 1858, at Kittanning, Pa., and is accordingly 37 years of age. His maternal grandfather was Governor Faulk, of Dakota. His father is W. A. Burleigh, who has served as member of the territorial council of both Dakota and Montana, and who was a member of the last constitutional convention in Montana. Mr. Burleigh was educated in academies in Pennsylvania, Maine, Iowa and Massachusetts, but he did not take a collegiate course. He graduated at the law school of the Iowa State University at Iowa City in 1878, and immediately entered upon the practice of his profession, first in the Black Hills, and later at Miles City and Helena, Mont. He came to Seattle in the autumn of 1889, and formed a partnership with J. B. Metcalfe and C. W. Turner, under the firm name of Metcalfe, Turner & Burleigh. In December, 1890, he retired from that firm, and practiced alone until November, 1891, when he formed a partnership with Thomas A. Gamble, a recent graduate of the Harvard law school, and B. W. Burleigh, a younger brother and a recent graduate of the law school of the University of Michigan. After the death of Col. J. C. Haines Mr. Burleigh, during the first week in January, 1892, was appointed counsel of the Oregon Improvement Company, a position he yet holds. Until a few weeks ago he was also local attorney for the Northern Pacific railway. Since the entanglement following the resignation of James McNaught as general counsel for the railroad, Mr. Burleigh was offered the position of local counsel for the road at Tacoma. The salary connected with the office was reported to have been $10,000 a year, but he declined the appointment, preferring the position of counsel of the Oregon Improvement Company at $5,000 a year, which afforded him opportunity for a large private practice and admitted the additional inducement of residence in Seattle, where he had a very comfortable home. In politics Mr. Burleigh is a Republican, is well known as a convincing speaker, and enjoys high place in the councils of the party.

HIS PASS HAD EXPIRED.

James McNaught Now Pays His Way—Is Pleased at the Appointment.

"No, I am not going out on a special train today," said James McNaught yesterday after the hearing of the Northern Pacific cases. "I don't ride that way any longer. However, I expect to leave the city on the afternoon train. In my opinion the appointment of Mr. Burleigh will be taken into other courts having jurisdiction of the railroad and will be confirmed by some of them at least."

Mr. McNaught was comfortably seated in the court room when the session began in the morning, and he was one of the most interested of the spectators. He sat beside Mr. Burleigh and when the decision of the court had been announced made no effort to conceal his gratification. He leaned over, shook hands with the appointee, cordially addressed some words to him and was the first to offer congratulations.

It is generally understood that Mr. McNaught has from the beginning been behind the movement to oust the Jenkins receivers. He has been friendly with Ives and his followers ever since his removal as general counsel at the dictation of E. D. Adams and of William Nelson Cromwell, Mr. McNaught's successor. There seems to be no question that he has aided in the moves made by Mr. Ives and that his assistance has been invaluable.

Ex-Receivers Oakes, Payne and Rouse, Mr. McNaught said, were in New York a week ago. Mr. Payne is far from being well, and probably now is on his way to Europe. Mr. Oakes and Mr. Rouse are thought to still be in New York.

Mr. Burleigh's Bondsmen.

From the expedition with which Andrew F. Burleigh obtained his $300,000 bond it would seem that the city of Seattle was flocking to his support. The big bond was ready and filed in court within two hours after the new receiver had taken the oath of office. The sureties are:

J. H. McGraw	$ 50,000
M. MacDougall	100,000
S. L. Crawford	25,000
Jacob Furth	100,000
A. B. Stewart	50,000
C. J. Smith	25,000
H. C. Henry	100,000

Herbert Haven, druggist, moved to Gem drug store, Second street, Occidental blk.

Repairing Yesler Avenue Machinery.

The Yesler avenue cable cars stopped running at 10 o'clock last night, so as to give Manager Haas time to make some repairs to the machinery at the powerhouse. The iron grooves of the wheel which transmits power to the cable, and which is called the winder, have for a long time been worn away, and since last June wooden lagging has been substituted. This also has finally been worn out, and Mr. Haas is now putting on a new castiron rim to the large wheel. The work is expected to be completed early this morning.

"For several months I was troubled with a persistent humor on my head which gave me considerable annoyance, until it occurred to me to try Ayer's Hair Vigor. Before using one bottle, the humor was healed."—T. T. Adams, General Merchant, Turbeville, Va.

Burglars Make a Water Haul.

Burglars entered the Delmonico restaurant from the rear on Tuesday night, took the cash drawer into the kitchen and broke it open, but found no money. They overlooked an auxiliary savings bank in the office, which contained $14.

Ballard Schools Reopened.

Ballard public schools opened on Monday with a total enrollment of 441. This includes three of four under the legal age of 6 years, who will be excluded. Superintendent Stafford and his corps of teachers, except four, have never taught in Ballard before.

Highest of all in Leavening Power.—Latest U. S. Gov't Report

Royal Baking Powder

ABSOLUTELY PURE

Biscuits

Made from Patent Excellent or Novelty A Flour always taste better because they are home products in every particular.

No Coal To Buy

WHEN YOU USE A GAS STOVE. IT SAVES TIME, SAVES WORK, SAVES MONEY.

Awarded Highest Honors—World's Fair, Gold Medal, Midwinter Fair.

DR. PRICE'S CREAM BAKING POWDER

Most Perfect Made. 40 Years the Standard.

We Never Had A More Welcome Story to Tell

To the Buyers of

MEN'S SUITS
MEN'S TROUSERS
MEN'S OVERCOATS

Than we have today.

At $3.85 we are showing an incomparable line of the latest patterns in All-Wool

Trousers

We wish you to compare these Pants with those you see advertised elsewhere at $5.

$3.85

It Will Take You One Minute To Read This.

—AT—

$10, $12, $15

We are showing a handsome Fall line of All-Wool Men's Suits and Overcoats.

The Tall, the Short, the Fat

Can Always be Fitted at

Kline & Rosenberg

Front St., Foot of Cherry.

Gold Coin Heaters.

They Are the Best

Heat Makers, Fuel Savers.

Gold Coin Air Tights.
Gold Coin Open Grates.
Gold Coin Round.

Frederick, Nelson & Munro,

Furniture, Carpets, Stoves, Crockery and Household Goods,

1213, 1215, 1217, 1219, 1221, 1223

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New Westminster. British Columbia.

Tuesday, Oct. 8, '95.

The annual exhibition of the Royal Agricultural and Industrial Society will be held on October 8, 9, 10 and 11.

SPECIAL TRAIN.

With sleeping cars attached, will leave Columbia street depot via S., L. S. & E. RY. At 11 p. m., Tuesday, October 8. Tickets good to return up to and including Sunday, October 13, 1895.

FARE FOR ROUND TRIP, $3.

Sleeping car fare, $2 one way; $4 round trip.

Tickets on sale at depot and Canadian Pacific Railway office.

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