

YET WAGING THE WAR

Contending Factions of the N. P. Still in Conflict.

OLD RECEIVERS IN CONTEMPT.

Burleigh's Authority Extended—Ives Wins a Victory in New York—Warriors Eastward Bound.

The war between Brayton Ives and the interests of other parties for the control of the Northern Pacific railroad...

OTHER COURTS TAKE ACTION.

Burleigh Appointed in Oregon—Judge Lacombe Waiting for Ives.

Receiver Andrew F. Burleigh, returned by special train at 4:30 o'clock yesterday afternoon from Portland...

In reference to a successor of Mr. Burleigh, General Manager Smith of the Oregon Improvement Company...

Judge Lacombe Delays Action. There seems to be a good prospect of Mr. Burleigh's receivership being extended...

The confirmation of the appointment of Mr. Bigelow was also opposed on the ground that he will make his ultimate friend of Mr. Payne...

The Old Receivers in Contempt. The last act taken by Judge Hanford before leaving for Portland...

Thomas F. Oakes, Henry C. Payne and Henry C. Rowell. You and each of you are hereby notified and admonished to appear before the circuit court of the United States...

Exhibits for Yakima Fair. The Seattle exhibits to the Yakima fair in special cars over the Northern Pacific...

Receiver Bigelow Will Accept. Milwaukee, Oct. 3.—Receiver Bigelow, of the Northern Pacific, has been in consultation with Receiver McHenry...

When Baby was sick, we gave her Castoria. When she was a Child, she cried for Castoria. When she became Miss, she clung to Castoria. When she had Children, she gave them Castoria.

DR. J. C. WELLS' CREAM BAKING POWDER. Most Perfect Made. 40 Years the Standard.

DR. J. C. WELLS' CREAM BAKING POWDER. Most Perfect Made. 40 Years the Standard.

Beecham's pills are for biliousness, bilious headache, dyspepsia, heartburn, torpid liver, dizziness, sick headache, bad taste in the mouth, coated tongue, loss of appetite, sallow skin, etc., when caused by constipation; and constipation is the most frequent cause of all of them.

Go by the book. Pills 10¢ and 25¢ a box. Book free at your druggist's or write B. F. Allen Co., 365 Canal Street, New York.

Annual sales more than 6,000,000 boxes. true copy of which petition accompanies this writ.

ANOTHER SHOT FROM IVES.

He Tells How He Worked the Wires to Secure Delay in New York.

Tacoma, Oct. 2.—Special.—President Brayton Ives, of the Northern Pacific, has again signally demonstrated his qualities as a shrewd and persistent fighter.

"Mr. Ives told the story of how he had Oakes, Payne and Rowell clear across the continent, and to such good purpose that his foes left the field entirely in the possession of his attorneys."

"I first heard of the latest move of the old receivers at Seattle yesterday morning. In order to meet them in Judge Lacombe's court this morning properly equipped, I was kept telegraphing to the East till 11 o'clock last night, and have sent more than 600 words over the wires today."

The plan of the receivers was to force Judge Lacombe to accept their resignations and transfer the case to Judge Jenkins, on the grounds that the finances of the company were in grave peril on account of the legal entanglements, and that their only relief was in an order of court in conformity with Judge Jenkins' appointment.

"Now, I will tell you how they went about doing this: The receivers drew a check on the Farmers' Loan and Trust Company for \$100,000, dated on the 30th of October, 1895. This check was not due till November 1, 1895. The check was presented to the Farmers' Loan and Trust Company, and after some hemming and hawing, the view of the legal complications in the courts, it should not be cashed."

"The check was cashed at the bank, and the money was used to pay the bills of the receivers. This was done in violation of the terms of the receivership agreement."

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SURVEY OF THE STATE

Bailey Willis Tells of the Work He Has in Charge.

HOW THE LAND WAS FORMED.

Value of the Geological Survey—A Description of the Sound and Its Prehistoric Changes.

Bailey Willis, superintendent of the state of Washington of the United States geological survey, made an interesting and instructive address last night in the rooms of the Chamber of Commerce on the organization, work and progress of the survey in the United States and in Washington particularly.

There were many people out to hear him as the room would accommodate only a few hundred. He spoke for an hour and a half while Mr. Willis talked in a graceful, conversational way of his work. The speaker was introduced by President E. O. Graves, the Chamber of Commerce. He explained first the organization of the survey, comprising two branches—the topographical survey and the geological survey, each aiding the other.

The topographic party does its work first, taking an accurate map of the surface, delineating plains, hills, railroads, roads, towns, political boundaries, etc. Provided with this map the geologist goes into the district to measure and to sketch the topographic features. He carries out a secondary triangulation, determining the meanings of the topographic features. He also makes constant observations of the elevation above the sea, and makes sketches of the forms and slopes of valleys and mountains, and of the general appearance of the landscape.

By means of the topographic party a stranger may traverse the country without losing his way; the land owner may indicate the locality, the relation to roads and water courses, and the form and appearance of the land. The topographic map is drawn in ink on engraved paper, and copies can be had by the public.

Mr. Willis then sketched an outline of geologic history. History rarely has a definite beginning; in geology it never has. Back of the most ancient of human histories lies a period of tradition, and the most remote geologic epochs embrace an unending series of events. In this regard we come to records that are not yet deciphered. These are the oldest rocks of the Cascades, such as the iron-bearing schists of the Skagit district and the granites of the northern portion of the range.

The first geologic event of the Puget sound region was a subsidence of the earth's crust by which areas of these rocks that had been land sank beneath the waters of a shallow, fresh water estuary. The estuary extended over the basin and over much of the space where the Cascade and Olympic mountains stand. In later epochs the mountains grew where the shallow waters were extended. This fresh water sound endured a long time. It received rivers from surrounding lands, and they brought to it vast quantities of sand and mud, which were deposited in the estuary. The filling went on faster than the subsidence, and where the water became very shallow a marsh was developed. Here rank vegetation grew, and the conditions again changed. The fresh water sound was buried beneath other deposits of sand and mud. The sandy beds hardened to sandstone, the muddy beds became clay, and the plant beds became coal. Thus were formed the coal-bearing measures, which are among the most important of the resources of Puget sound.

The coal-bearing strata formed in a nearly horizontal position, but were afterwards warped into troughs and arches. The troughs probably remained water basins or straits, while the arches became peninsulas which were continually eroded by the sea. The total thickness of coal-bearing strata thus formed is certainly 5,000 feet, and it may exceed 12,000 feet.

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

Baking Powder ABSOLUTELY PURE

WAITING FOR TITLE.

Factories Will Not Locate on Tide Lands Without It.

HOW ONE WAS SCARED AWAY

Sash and Door Factory Would Have Come but for the Muddle—First Decision in Test Suit.

"There's no use to talk about getting manufacturers in Seattle until some means is found of clearing up the title on the only land available for sites. The Chamber of Commerce may pass resolutions and the newspapers may print page after page of glowing matter, but it won't do any good. The prospective manufacturer will come out here and look over the ground, but when he finds that he can't own the land on which his buildings are to stand he will go away, and that will be the end of him, so far as this city is concerned."

"When we first located on the present site of our mill it was a long time ago, and there were a great many trees here then here and town. We then employed attorneys to look into this matter of title, and we now have a big book in the safe giving a long and full judicial decision showing that our title should be clear. But it isn't, and I cannot tell when it will be. Before the big fire of 1888, when our mill was burned, the title was clear. It was largest yard roll in King county. Afterward we built a small mill on the site of the old one, but refused offers to put in an extensive plant, and that is what happened by this very question of title. Our business has grown, and we have added to the mill from time to time; but after all, it is a piece of patchwork and intended only as a temporary structure."

"There is another feature that strikes directly home to the citizens of Seattle, no matter what may be the views of a tangled council, and that is that enterprises after enterprise is going away from Seattle for the one reason that no one can get a good title. Only a short time ago a reputable local firm, who had been for some time trying to perfect arrangements to put in a \$300,000 plant on property owned by us, was here. All details had been completed, and the plant was to be erected. It was the question of title, I told him exactly how the matter stood, and his only response was to shake his head and go away. He decided not to come. I've been blamed for the same reason. I've been tired of showing prospective manufacturers grounds, for there is always one reason why they do not come. I've been tired of showing prospective manufacturers grounds, for there is always one reason why they do not come. I've been tired of showing prospective manufacturers grounds, for there is always one reason why they do not come."

Meanwhile the first in the line of decisions has been rendered in the proceedings begun by the city council to ascertain whether the state land commissioners have power to change the appraisers' plan of the city, and that is that enterprises after enterprise is going away from Seattle for the one reason that no one can get a good title. Only a short time ago a reputable local firm, who had been for some time trying to perfect arrangements to put in a \$300,000 plant on property owned by us, was here. All details had been completed, and the plant was to be erected. It was the question of title, I told him exactly how the matter stood, and his only response was to shake his head and go away. He decided not to come. I've been blamed for the same reason. I've been tired of showing prospective manufacturers grounds, for there is always one reason why they do not come. I've been tired of showing prospective manufacturers grounds, for there is always one reason why they do not come."

Kirkland Plant Shipped to Ontario. A shipment of ten car loads of engines, boilers and other machinery of the Great Western Iron and Steel Company has been made to the Philadelphia Engineering Works at Hamilton, Ontario, which has bought it. The first installment consisted of two car loads, and those were followed by another shipment of five car loads, and the last of the plant was then sent, the entire consignment going through by fast freight.

Kittinger Gets the Sewer Contract. George B. Kittinger was the successful bidder for the construction of a sewer on Remington avenue, which was awarded by the board of public works yesterday. There were six bids, and that of C. J. Erickson was the lowest, but he was not successful. Kittinger's bid was for \$182,000, and the highest bid was that of T. I. Peterson for \$195,000.

Stenographers Kept Busy. One of the busiest firms in the city, in connection with the Northern Pacific receivership cases, was that of Bowman, Bolster & Walthew, who were occupied with the proceedings in court from beginning to end. The members of the firm are enterprising and well known, and have been associated for a considerable time. They have offices in the Burke building.

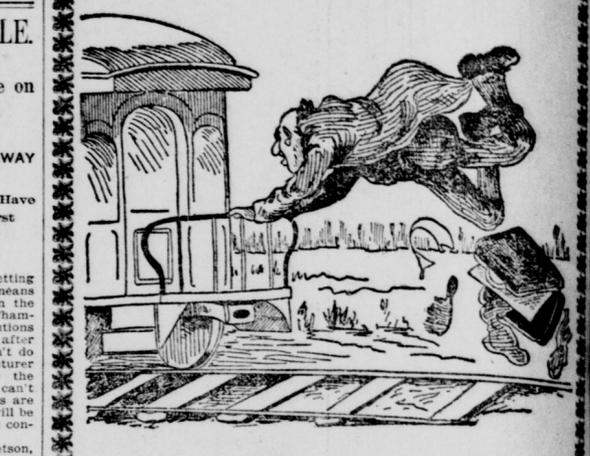
Portland Exposition. The Northern Pacific will run a special excursion train, leaving Seattle at 12 o'clock, noon, October 10, to Portland. Tickets will be limited to return to October 13 on either regular trains or the special leaving Portland at 5 p. m. on the 13th. Fare for the round trip, \$7.75.

Arrests for Illegal Voting. Quite a flurry has been caused at North Bend by the arrest of twelve men on a charge of illegal voting at the recent election. The grounds being that they were not citizens or that they were not residents of the district.

The greatest opportunity to see the Yakima valley, where irrigation is king, will be given by the Northern Pacific special train excursion from Seattle to Yakima this afternoon. Some of the features of the fair will be the Indian barbeque, horse racing, ghost dancing, etc. It will be the greatest gathering of Indians ever held in this state. The Yakima fair and round trip has been placed at the very low rate of \$5.50.

Awarded Highest Honors—World's Fair, Gold Medal, Midwinter Fair. DR. J. C. WELLS' CREAM BAKING POWDER. Most Perfect Made. 40 Years the Standard.

Kline & Rosenberg. HOLD ON



Here is news that will prove of interest to buyers of

MEN'S UNDERWEAR!!!

Without any fuss, without any nonsense, we are going to place on sale for the next four days a magnificent line of Winter Underwear at such low prices that we desire to court comparison with any sale advertised.

We are determined to make this sale one that buyers will long remember.

Front St. Boot of Cherry.

SALE OF..... Manufacturers' Samples

Of Mackintoshes, Umbrellas and Rubber Goods, Hats and Caps, Men's and Children's Clothing, Furnishing Goods, Men's, Ladies' and Children's Underwear, Dry Goods, Notions, etc., Men's, Women's, Misses' and Children's Shoes, etc. All Eastern manufacture, choosing their finest to their cheapest makes. AT MANUFACTURERS' COST.

BASYE & CO. Creditor's Sale of Bankrupt Stocks,

Four Car Loads of Furniture

We have received this week four car loads of Furniture and will have it on the floor by Tuesday. We are going to sell this Furniture

At The Lowest Prices

That new Furniture has ever been sold for in this city. It will pay you to see these new goods early. They are bound to sell fast.

Excursion

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 2, tickets good to return up and including Sunday, October 12, 1895.

FARE FOR ROUND TRIP, \$1. Sleeping car fare, \$2 one way; \$4 round trip. Tickets on sale at depot and Canadian Pacific Railway office.

Frederick, Nelson & Munro, Furniture, Carpets, Stoves, Crockery and Household Goods. 1213, 1215, 1217, 1219, 1221, 1223 SECOND ST.

PRIVATE HOSPITAL. Obstetrics and Surgery Specialties. References Given. MISSES J. TRIMBLE, 1515 Second St., Seattle.

Biscuits

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

Geo. W. Jenkins, editor of the Santa Maria, Cal. Times, in speaking of the various ailments of children, said "When my children have croup there is only one patent medicine that I ever use, and that is Chamberlain's Cough Remedy. It possesses medical properties that relieve the little sufferers immediately. It is, in my opinion, the best cough medicine in the market."