A HUSBAND'S GIFT.

Property So Acquired Not Subject to Community Debts.

YOUNG MULLIGAN IS ON TRIAL.

A Farmer Juryman Who Has No Particular Respect for Seattle Real Estate Agents.

The case of Margaret E. F. A. Goodfellow vs. W. H. Le May et al., which was tried before Judge Langley yesterday, involved important questions as to the right of a husband to transfer his property through a third person to a wife, whether, after such a conveyance, the property becomes the separate property of the wife, and whether as such property it is liable for the community debts.

The facts in this case were that the Le Mays, who are hop factors in London, recovered some months ago, a judgment against Sutcliffe Baxter and John Goodfellow for $7,746. Execution was issued and a levy was made on lots 5, 6, 7 and 8, in block 5, Edes' addition to Seattle, and the sheriff was about to sell the land as the property of John Goodfellow, in satisfaction of the judgment. Mrs. Goodfellow, claiming the land as her separate property, brought suit for injunction to restrain the sale, the final hearing in which was had yesterday.

From the evidence it appeared that in 1883, while Mr. Goodfellow was entirely out of debt, he purchased this property, and to secure it to his wife against any possible contingencies he, in 1885, deeded it to John Leary, who forthwith deeded it to Mrs. Goodfellow, the last deed reciting that it was for "her sole and separate use." Mr. Goodfellow's financial transactions with the Le Mays did not take place until some five years afterward.

On these facts J. T. Ronald strongly contended that the property was community property. It was purchased with community funds, and the deed by which Mrs. Goodfellow took title was a deed of purchase and not of gift. He also contended and cited authorities in some measure supporting the contention, that while a wife's separate property is not liable for a husband's separate debts, it is liable for the community debt. Strudwick & Peters appeared for Mrs. Goodfellow.

The case was argued at length and decided by Judge Langley in favor of the plaintiff. He held that the transaction through Goodfellow, Leary and Mrs. Goodfellow, by which the title vested in the latter, was in fact and in law a gift from the husband to the wife; that as there was no bad faith about the transaction, he not being in debt, nor contemplating extraordinary commercial risks, the conveyance could not be successfully attacked. As property acquired by gift it was separate property of the wife, and as a wife's separate property it was not liable for the husband's debt.

Haven's Sarsaparilla. Gem drug store.

WANTS A DECREE MODIFIED.

A Litigant Thinks the Court Said What It Did Not Mean.

Judge Langley yesterday sustained the demurrer to the complaint in the case of Terence O'Brien et ux. vs. John H. Allen, without prejudice to the petition for a modification of the decree in the case of Allen vs. O'Brien, between the same parties.

The case, as shown by the pleadings in the various suits between the parties, is as follows: O'Brien signed a note as surety for one McCabe. Allen, as holder of the note, brought suit and recovered a judgment against McCabe and O'Brien. In the meantime O'Brien had sold all of his real property to James Monague. Allen brought suit to set aside the deed to Monague as fraudulent. On the trial of this case the court held the deed fraudulent as against Allen and decreed that the property was subject to being sold under execution in the original suit as the property of O'Brien, which was done, Allen being the purchaser.

The suit decided today prayed for a vacation of the decree and an injunction to restrain Allen from setting up a claim to the ownership. In sustaining the demurrer the court held that O'Brien had a remedy in the original suit, by a motion to modify the decree.

The contention of O'Brien in this last suit, as also in the motion to modify the decree in the case of Allen vs. O'Brien, was that the note sued on was a separate and not a community debt, as he was an accommodation indorser merely, a fact which the court itself found to be true; that the property sought to be sold was community property of himself and wife, a fact also found by the court, and that a portion of it was the homestead of himself and wife; that the court inadvertently and by mistake inserted in the decree the language holding the property liable to the payment of the personal judgment against the husband.

HIS OPINION OF THEM.

A Farmer Juryman Gives His Views of Real Estate Men.

The case of Peter Neilson vs. L. M. Keith was on trial in Judge Osborn's court yesterday. The action was a suit by a farmer against a real estate dealer for a balance which he claimed to be due him on a deal by which the parties had exchanged real estate with each other, the plaintiff claiming that the defendant had agreed to pay off certain charges on the property, which he had not done. Particular pains were taken by the attorneys in the selection of the jury, the attorney for the rancher seeking to avoid real estate agents and the attorney for the dealer in corner lots being equally timorous of farmers.

While impaneling the jury the jurors were being examined touching their qualifications, and the following colloquy took place between one of them and the attorney for the defense:

"You are a farmer, I believe?" "Yes, sir."

"This is a case where a farmer sues a real estate agent, charging, in effect, that he got the worst of it in a trade. Now, in such a case, would you have any prejudice or bias for or against either plaintiff or defendant?"

"Well, I would try not to have," slowly and hesitatingly responded the prospective juryman.

"Suppose it should happen that the plaintiff, the farmer, swore one way and the defendant, the real estate dealer, swore the other way; then would you, everything else being equal, from preconceived notions, be more ready to believe one side than the other, give more weight to one than the other?" persisted the attorney.

"I rather think I would; I at least would expect the farmer had got the worst of it in any deal with a real estate agent," was the candid reply.

The objection to the juror for cause was promptly sustained by the court, while the bailiff rapped vigorously for order.

The jury, however, took the other view of it and decided in favor of the defendant.

AN ITALIAN ROMANCE.

An Ardent Love Affair That Faded Off Into Sordid Demand for Coin.

There was a whole volume of romance mixed up in the case of Katie Locate vs. L. Marino, tried in Judge Osborn's court yesterday, although it was skillfully disguised in the pleadings in a coldly formal complaint for wages in the sum of $2,000, and an equal formal denial.

But when the blushing Katie took the stand and commenced to unfold her story the romantic features appeared. The parties are both natives of sunny Italy. It appears by the tale told on the stand that in 1888 she and her husband went to work for Marino, who was engaged in the business of market gardening. Notwithstanding the prosaic nature of his employment, Marino was susceptible and soon fell a victim to the charms of Katie. She, on her part, soon gave way to the wiles of the seductive Marino, and the legitimate lord of her affections was dethroned therein by his designing employer.

Here is where a hiatus in the romance comes in. The deceived husband, according to approved Italian romance, ought to have immediately poignarded his rival, fled to the mountains and entered on a career of brigandage. Instead of this, he calmly accepted the situation, cleared out and resumed his occupation of pulling weeds and spreading fertilizer at some other vegetable garden.

Katie was installed as housekeeper and cook by Marino, and they remained together as husband and wife, with the trifling exception of a ceremony and a preexisting marital contract, until June, 1895, when a split in their domestic affairs came and they parted in angry mood. Thereupon Katie brought suit against Marino for the value of her services in her capacity of cook and housekeeper from August 1, 1888, till June, 1895, amounting in the aggregate to some $3,000.

At the conclusion of the testimony for plaintiff Judge Humes granted a non-suit, holding that the contract was not a contract of hiring for domestic purposes, but was the creation of an illicit relation, not countenanced by law, and out of which no demand for payment for services rendered could legally arise.

TOMMY MULLIGAN ON TRIAL.

His Alleged Accomplice Gives Evidence for the Prosecution.

Tommy Mulligan, charged with having broken into the Puget Sound News Company's store on the evening of November 27 last, was on trial in Judge Humes' court yesterday. The strongest evidence against him was that of Otto Myers, who has already pleaded guilty of the offense, and who had been at one time, as had also Mulligan, in the employ of the company whose store was broken into.

Myers' story was to the effect that Mulligan had approached him in regard to the matter; had persuaded him into it; had opened the door with a key which he had and the two together had helped themselves to the money in the till and in the manager's desk, as well as to a lot of cigars. On cross-examination Myers admitted that he had been an inmate of a reform school in New York, from which he was discharged after coming of age, and that he came to this state by way of Canada.

Mulligan's story was to the effect that he had been drinking with Myers late that evening and Myers had given him several boxes of cigars to take care of, alleging that he had won them in a raffle, and had told him to help himself to all he wanted. Mulligan took the cigars home and laid them on the kitchen table. He subsequently gave a box of cigars to James Rankin, through which fact his arrest and that of Myers came about. He stoutly denied any complicity in the burglary.

There were many witnesses who testified to Mulligan's good character, including members of the Bureau of Associated Charities, for which he worked for a long time. There was also a good deal of testimony tending to corroborate Mulligan's story and discredit that of Myers. The case was not closed at the time of the adjournment of court, but went over until today.

TWO MISMATED COUPLES.

Judge Humes Yesterday Relieves Them From Their Galling Bonds.

Judge Humes yesterday entered a decree of divorce in the case of Hattie Dutcher vs. J. W. Dutcher. The case was tried some time ago and continued for additional testimony. This additonal testimony to support the charge of cruelty was furnished yesterday by the transcript of a record from the superior court of Skagit county, from which it appeared that the husband, J. W. Dutcher, had brought an action in that court on September 23, 1895, against Henry C. Howard, charging him with having seduced and debauched Hattie Dutcher, the present plaintiff in the divorce proceedings. That on the trial of the action, a verdict was rendered for the defendant. On this showing Judge Humes granted a divorce.

Edmund C. Hepler vs. C. Hepler was also tried before Judge Humes yesterday. The only charge was abandonment. On the proof, the divorce was granted.

SALOON MEN FALL OUT.

One Partner Patronizes His Own Bar and the Other Objects.

The proprietors of the Tyee saloon, on the corner of Yesler way and Second avenue south, have had a falling out, and as a consequence the courts are called upon to settle their difficulties. John Dowling, one of the partners, in an action brought in the superior court yesterday, charges John Bagley, the other partner, with having been constantly under the influence of liquor and neglecting business, while he has appropriated the funds of the partnership to his own use and squandered them without accounting. The stock and license are claimed to be worth $1,000. The prayer was for a receiver pending litigation, a dissolution of partnership and an accounting. Judge Langley yesterday appointed Patrick Goodwin receiver of the partnership property. The latter qualified and gave a bond in the sum of $500.

DORE ON THE STAND.

He Explains His Management of the Borst Estate and Is Discharged.

The case of Borst vs. Borst came up for hearing before Judge Langley yesterday morning on the final account of John Fairfield Dore, the retiring trustee, with the exceptions to the report. Mr. Dore was placed on the stand to explain his accounts, which he did so successfully that the various items were allowed by the court, with the exception of an allowance for interest on money borrowed for the estate, which was charged up at the rate of 5 per cent. per month, and which the court allowed at the rate of 7 per cent. per annum. The retiring trustee was ordered to pay $35 to the widow and some other small items, after which he will be discharged and a new trustee appointed.

Wants His Sewing Machines.

T. F. Saunders yesterday afternoon filed in the office of the clerk of the court his answer to the petition of Frank A. Young, as assignee of Riley Bros., for leave to sell four sewing machines and one trunk. Saunders claims that his wife owns the machines; that he bought them from Riley Bros., on her behalf, paying $101.98 of her money therefor, but that the assignee seized them and took them from him. He asks that the court order the assignee to turn the machines over to him. His petition is supported by his own affidavit, by that of George B. Riley and by a copy of a bill of sale of the machines.

Omitted Bequests.

In the publication of the will of the late Hillory Butler yesterday, two paragraphs of the will were by accident omitted. One of them contained a bequest of $6,500 to Mrs. A. W. Engle, the other of $2,000 to Walter S. Fulton, nephew of Hon. W. H. White, and junior member of the law firm of White, Munday & Fulton.

Threatened to Murder His Wife.

Cora I. Stitham filed her complaint in divorce in the superior court yesterday against Clarence M. Stitham. The ground of complaint was that the defendant was guilty of cruelty, particularly on one occasion, June 14, 1895, at Redmond, at which time the defendant flourished a heavy iron bar over the plaintiff's head and threatened to kill her. On another occasion he came home in an intoxicated condition, and in the presence of witnesses heaped indignities on the plaintiff and addressed her in vile and abusive language. There are no children and no community property to dispose of. The parties were married in Augusta, Me., in 1890.

Nothing for the Creditors.

In the case of the West Coast Manufacturing and Investment Company, a corporation, against the Crescent Lumber Company, the final report of the receiver of the last named corporation was filed in the superior court yesterday. The report shows that all the property which has come into his hands consisted of a small amount of personal property, which was sold under order of the court, for the sum of $95, and that he received a balance in bank in favor of the company of $11, and $3 for rent. He has expended $5.05. He states that the balance in his hands is no more than sufficient to pay him and his attorneys for their labor and trouble in the premises and he ask that it be so applied.

Drugs sold very cheap. Gem drug store.

New Suits Filed.

The following actions were begun in the superior court yesterday:

Hamilton Stillson vs. D. B. Ward and Sarah I. Ward—Note $144, $50 attorney's fees and costs.

Cora I. Stitham vs. Clarence M. Stitham—Divorce.

John Dowling vs. John Bagley—Dissolution of partnership and an accounting.

Ida R. Pennington vs. D. T. Wheeler and wife—Rent and restitution of premises, lot 8, block 15, Summit supplemental addition.

Terence O'Brien and wife vs. John H. Allen—Suit to have the sale of real property under execution set aside and for an injunction.

John Davis & Co. vs. S. Wolf et ux.—Rent for premises 300 Twelfth avenue south, $266.

Daniel R. Foster, executor, vs. Morris Shannon et al.—$1,600 and foreclosure of mortgage on lot 3 in block 5 of Terry's fourth addition.

Court Notes.

Confirmation of sale—The Oregon Mortgage Company vs. Lysander Matthews.

In the matter of the estate of A. F. Able, Judge Langley yesterday signed a decree admitting the will to probate.

In the case of Thomas Jose vs. B. E. Lynch, the statement of facts was filed yesterday in the office of the clerk of the court.

Robert Martin, convicted of burglary on the residence of H. A. Frederick, yesterday filed through his counsel a motion for a new trial.

An order was entered in Judge Langley's court yesterday finally discharging W. J. Shinn as assignee of the estate of J. E. Ralph, an insolvent.

In the estate of Sullivan E. Clough, Judge Langley yesterday signed an order approving the final account of the administrator and discharging him.

Joseph Bendle, a native of Great Britain, and Augustus A. Sutherland, a native of New Brunswick, were yesterday admitted to citizenship in Judge Osborn's court.

The hearing on the exceptions to the final account of the administrator of the estate of Diana C. B. W. Sour was yesterday continued by Judge Langley until February 14.

Hugh C. Allison, a native of New Brunswick, who came to this country a minor, was admitted to citizenship by Judge Langley yesterday morning without taking out his first papers.

In the case of Harriet Baxter vs. William H. Le May et al., the default of the Puget Sound National bank, Boston National bank and J. D. Lowman was ordered entered by Judge Langley yesterday.

In the case of F. H. Osgood vs. the Seattle Safe Deposit and Trust Company, by agreement of counsel the time was yesterday extended by Judge Langley for the receiver to receive bids for the personal property.

Marriage licenses were issued to Cornelius Wallace, of Newcastle, and Vinia Werkeoff, of Seattle; A. Lincoln Walters, of Seattle, and Clara A. Smith, of the same place; Frank Critcher and Sophia M. Peterson, both of Seattle.

In the case of Mary Jeffs et al. vs. the Bank of British Columbia, the application for a temporary injunction was continued till February 14, 1896, the temporary restraining order being continued in force by Judge Langley yesterday.

In Judge Osborn's court yesterday an order was entered in the suit of Ida R. Pennington vs. D. T. Wheeler for a writ of restitution for the premises, lot 8 and four feet of lot 7, block 15, Summit supplemental addition to Seattle.

In the matter of the assignment of Kate Olson, Judge Langley yesterday entered an order allowing exemptions to the amount of $250. Also an order allowing the assignee, John S. Morse, the sum of $50 for his services and also $50 for services of counsel.

In the case of James Berry and Harry Stover vs. Selah Tenent and Sarah J. Tenent, Judge Langley yesterday signed an order substituting James Berry as sole plaintiff, and thereafter a decree foreclosing labor liens on lots 3 and 4, block 1 of Supplemental addition to the city of Seattle, for the sum of $437 and costs.

Articles of incorporation of the Queen City Candy Company were filed in the auditor's office yesterday. The incorporators are M. D. Haynes, W. B. Haynes and C. A. Dean, of Seattle; H. Wittenberg, of Portland, Or., and Louis Saroni, of San Francisco. The objects are to manufacture and deal in candies in Seattle. The capital stock is fixed at $20,000.

The Interest in Alaska.

J. O. Hestwood, who has opened a bureau of free information about Alaska in the Bailey building, was kept busy all day yesterday answering questions about the gold fields in the north. Mr. Hestwood has maps and charts of the country showing the various routes by which the gold fields are reached, and he explains carefully the journey over the mountains and down the Yukon river, showing the location of the dangerous places which have to be passed. Mr. Hestwood having made two trips in the country is peculiarly fitted to give accurate information to those who contemplate going to Alaska.

Y. W. C. A.

Mrs. Charles Black will conduct the gospel meeting at the Young Women's Christian Association, Sunday afternoon at 4 o'clock, in the association rooms, 718 Third avenue. Subject, "Christ Choosing His Disciples." All women and girls are cordially invited.

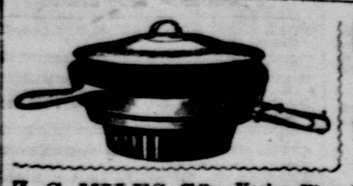
W. C. T. U. Meeting.

The Woman's Christian Temperance Union will meet at the Chamber of Commerce Saturday afternoon at 2 o'clock. A full attendance is desired.

W. C. T. U. Secretary.

New Home sewing machine. Telephone Buff 643.

At Hedrick, Ia., Friday, Jo Merrifield, aged 13, quarreled with his brother Hugh, aged 16. He shot and killed Hugh, then committed suicide.



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MILLER FOR MAYOR.

Alderman From First Ward Announces His Candidacy.

GRAVE CHARGE IN THE HOUSE.

Chapman Accuses Committees of Covert Theft of Bills—A Blow at the Great Northern.

In order to allow the city clerk more room for his registration books next Monday night, and the tardy crowd that always comes in on the last night before the books are closed, the city council met last night. The sessions would have been absolutely tame but for Miller's sensational announcement of his candidacy for mayor and Chapman's rather grave charge that committees in both houses had been guilty of pocketing bills without authority. The election ordinance was passed in both houses. An ordinance requiring the licensing of all vehicles charging hire or freightage was passed in the house and referred in the board to a special committee. A short debate in the board on the library ordinance was enlivened by a statement from the librarian that he expected to make the library free, or, in other words, to withdraw the fee of 10 cents, on and after next Monday. After adjournment there was some good-natured bantering among the aldermen at the expense of the numerous candidates in that body.

You cannot vote at the primaries if you are not registered.

BOARD OF ALDERMEN.

Leander Miller Springs a Surprise on His Colleagues.

The liveliest item afforded by the board of aldermen last night was one which the author evidently intended to be wholly incidental and subordinate. Clise had offered orally a joint resolution instructing the clerk to notify the Great Northern, alias the Seattle & Montana railroad, to remove the sheds on Railroad avenue at the foot of Columbia street and between Marion and Columbia streets within twenty days, or to show cause; and instructing the board of public works, on failure of this notice, to remove the sheds. While Clise was reducing his resolution to writing Miller took occasion to make an attack on the Great Northern, which he said had trifled with the city council too long.

"While I am speaking," he said, "I will say that I am a candidate for mayor."

Other aldermen evidently thought this a jest, for it was greeted with laughter. Miller at once proceeded to correct any such misapprehension.

"I mean what I say," he asserted, seriously; "I am a candidate for mayor, straight out, and I stand up for the rights of the people."

As Anderson, Brewer, Jordan and Miller sit in a row, Clise called out jocularly across the room: "Candidacy is contagious over on that side; is Brewer coming out too?" and Sweeney and Clise both started in for further prodding of the candidates, but President Dulton rapped sharply for order, saying:

"This is not a political caucus."

In obedience to his dignified reprimand the board subsided into business, and adopted the resolution, Sweeney alone voting against it on the ground that the time named was not sufficient to allow the road to remove its freight sheds.

The library ordinance came up for the insertion of an enacting clause. Sweeney desired it read, as he understood the library commissioners had added one or two amendments. The reading brought out a provision that any uncleanly person might be ejected from the library room. Sweeney and Clise thought the title of the bill defective, and doubted whether the ordinance should include police regulations. Sweeney asked the librarian, who was present, whether such regulations as those concerning cleanliness could not be arranged for by the librarian's own regulations. The librarian replied that the city ordinance was practically the constitution and by-laws of the library, and that he looked to the commissioners for specific directions. Clise said he understood the commissioners and the librarian had been construing the term "taxpayer," used to designate the person indorsing an application for books, to mean a holder of real estate. The librarian said this was true. Several aldermen doubted the propriety of such a construction, and the bill was finally referred to the ordinance committee with instructions to amend so as to make the term include any taxpayer, whether on real or personal property. The librarian inquired whether the board would object to his removing the library fee on and after February 10, and on receiving a hearty negative, stated that he would do so.

The committee on sewers and drainage submitted a report from City Engineer Thomson with reference to Everett Smith's petition calling attention to the sliding condition of the ground on Seventh avenue, and a motion was offered to instruct the city engineer to make tests for an estimate for tile drainage, but it was lost by a tie vote. Yeas—Lovejoy, Sweeney, Miller. Nays—Anderson, Brewer, Clise.

"Speaking of slides," said Anderson, "I wish to say that Rainier street is on a slide."

"The corporation counsel ought to get out an injunction against these hills to keep them from sliding," said Clise.

"Jesting aside," said Anderson, "the street has sunk two feet, but I think it could be easily repaired with a few teams."

The board of public works was instructed to make the necessary repairs.

A house bill providing for the licensing of vehicles provoked some discussion among the aldermen, Miller contending that it should include vehicles of wholesale and lumber firms that charged for drayage. It was finally referred to a special committee—Miller, Lovejoy and Brewer.

The following were passed:

Ordinance granting free water to the Bailey Gatzert kindergarten.

Ordinance accepting deeds of conveyance from the Seattle Consolidated Street Railway Company, and extending East Lake avenue on lands therein named.

Bills from the house of delegates as follows: For the improvement of Sixth avenue south and Jackson street; for the improvement of Villard and Harvard streets; to move incandescent light from Ninth avenue and Madison street to Ninth avenue and Spruce street, and from Roy street and Second avenue west to Kinnear place and Third avenue west.

There is not much time left in which to register.

PIGEONHOLING OF BILLS.

Delegate Chapman Makes an Inquiry About the Matter.

A sensation in the house of delegates was averted by the reception amid chilling silence of an excited speech by Chapman last night. "I want to know, Mr. President," said the Ninth ward's representative, rising during a lull in the rapid workings of the house, "I want to know whether a bill that has been referred to a committee is public or private property?"

He paused expectantly. No reply was vouchsafed, and he continued: "This may seem rather an absurd remark, but I have my reasons for asking. I think the bill is public property, and having that opinion, I would like to ask for the production of a certain bill that has been stowed away in the pockets of one of the other house committees for the past twelve months. I know of another bill that has disappeared altogether. I am not making a campaign play; and the approaching election does not figure with me, but when a committeeman puts a bill in his pocket and does not produce it at the expiration of thirty days it is kept there designedly until after election time. It is our duty to bring these bills up whether it hurts our constituents or not. Coming into this house, where are the two labor bills that were referred some time ago? There may be a political squeeze in it all. Where are, they?"

Silence reigned.

"I think, Mr. Chapman," said Hurd, who was in the chair, "that any bills given to a committee are public property."

"Very well, then," answered Chapman, with an expressive flirt with his coat tails, "I wash my skirts of the matter."

Without a word from the body of the house the routine machinery was put in motion and the wheels were soon humming as usual.

The house was not in a debating mood, a slight discussion followed the reading of the ordinance providing that all vehicles, both hotel conveyances and hacks, with one or two horses, should pay a license of $12.50 a year, which was finally passed. The ordinance passed is a substitute, and is simple and brief, in contradistinction to the one introduced two weeks ago and declared unconstitutional by Judge Glasgow.

Little said he had taken pains to go to the teamsters and interview them, and with one exception they were in favor of having the business licensed. Some even thought the license should be $20, in order to keep outsiders from coming in.

Chapman, who had also been talking among the teamsters, said: "The poorer class of men have brought up a serious objection. They are perfectly ready to come up with $7 or $8, but they are not able to rebut the law, and the city officials collect from them first. The big transfer companies should be collected from first and the burden of a legal test should be made to fall upon them."

Crichton brought up the question that a hotel man, paying heavy taxes, should not be obliged to pay a license when he simply goes to the dock to carry guests to his house free. He thought that one clause would make the ordinance illegal. The ordinance was passed, all being in favor except Crichton and Kistler.

The ordinance providing for an extension of time for payment of the assessment for the improvement of Anna street, and another rebating a portion of property assessment in district No. 112 and appropriating money from the sewer and drainage fund to supply said district fund, was referred to Crichton for amendment.

Ordinances were acted upon as follows:

To refund $8.33 erroneous taxes paid by H. Chapin; referred.

Authorizing the canceling of record of tax sale on lot 11, block 10, owned by O. P. Eggs and sold to the heirs of Sarah A. Bell's addition; passed.

For the vacation of Clover street from Roy street to Olympic Place; passed.

Providing for the laying of pipe from Eighth avenue to city stables and a six-inch hydrant in the yard; passed.

Allowing free water to the Bailey Gatzert kindergarten; passed.

Allowing a six-inch water main on Weller street from Maynard street to the city yards; referred.

For moving the incandescent light from Tenth avenue and Union to First avenue and Union, and another from First avenue and Union to First avenue and Pike street; passed.

Moving an incandescent light from Ninth avenue and Madison to Ninth and Spruce, and the light on Roy and Second avenue north to Kinnear Place and Third avenue north; passed.

Providing for the improvement of East Lake avenue from Mercer street to Aloha street; passed.

Designating the places of voting in each precinct; passed.

Other business was disposed of as follows:

Joint resolution that the Seattle & Montana Railroad Company be instructed to remove the wooden sheds on Railroad avenue; referred.

Concurrent resolutions for the improvement of Main street, from Railroad avenue to Fifth avenue south, by replanking, on the "immediate payment" plan; passed.

For the replanking of First avenue south, from Washington street to King street; passed.

For the replanking of Occidental avenue from Yesler way to Jackson street; referred.

Communication from the board of health asking for an appropriation of $25 for the anaylsis of water in the well of the Occidental block; referred.

Ordinance transferring money from various funds to the salary and general funds; passed.

Report on claims for the current month; referred.

Acceptance by the Seattle & Montana railroad of franchise; referred to corporation counsel.

Petition of J. A. James for rebate of taxes; referred.

Deed of the Seattle Consolidated Street Railway Company for a street formerly known as Albert street; accepted.

Claim of John Kay for rebate of taxes; favorable report; adopted.

Petition for ½-inch water main on Houghton street; favorable report; adopted.

Whatever may be the cause of blanching, the hair may be restored to its original color by the use of that potent remedy Hall's Vegetable Sicilian Hair Renewer.

Justice Morris, in announcing a decision of the court of appeals of the District of Columbia, ruled that while intoxication may be a disease, yet if it is voluntary and leads to the commission of crime it is a crime in itself.

For Colds And Coughs

"Early in the Winter, I took a severe cold which developed into an obstinate, hacking cough, which troubled me for nine weeks, in spite of medical aid.

AYER'S Cherry Pectoral

being recommended me, I began to take it, and inside of 24 hours I was relieved. That one bottle cured me, and I cannot speak too highly of its excellence."—Mrs. E. E. Bosch, Eaton, Ohio.

Highest Awards at World's Fair.

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We have secured the agency for this Hat for Seattle, and now show the spring styles. For style and wearing qualities it is equal to any $5 hat in this city.

Be sure and see the Imperial Hats—they are sure to be the popular hat in Seattle.

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Attention, Up-To-Date Dressers:

The curtain drops tonight on the greatest Neckwear sale ever held.

After tonight you will not be able to get the choice of any Tie in our store. No matter if it sold for 50c, 75c or $1, they all go at the small sum of

39c Each.

Take advantage today, you will need them soon.

Rochester Clothing Co.

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AMUSEMENTS.

SEATTLE THEATER—Northwest Theatrical Association. Paul B. Hyner, Resident Manager.

Thursday, February 13, AFTERNOON AND EVENING,

SOUSA'S Peerless Concert BAND.

JOHN PHILIP SOUSA, - Conductor.
MYRTA FRENCH, - - - Soprano.
CURRIE DUKE. - - - Violinist.
MR. ARTHUR PRYOR, - Trombone.

Night prices, $1.50, $1, 75c and 50c. Matinee prices, $1, 75c and 50c. Seats on sale at the Theater Box Office Monday, February 10th, at 8:45 a. m.

SEATTLE THEATER—Northwest Theatrical Association. Paul B. Hyner, Resident Manager.

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The same magnificent production, including the Glorious Horserace, the Pickaninny Brass Band.

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