HAY CASE DECIDED.

Supreme Court Decides in the Plaintiff's Favor

IN THE MORFORD-FRYE CASE.

An Important Lumber Boom Decision by Judge Hanford—Collins' $15,000 Note.

The supreme court has decided that the superior court did not find in a sufficiently large amount for plaintiff in the case of S. O. Morford vs. C. H. Frye, et al., an action brought to recover a balance alleged to be due for the purchase price of certain stacks of hay sold, twenty-four in all, and delivered by Morford to Frye & Bruhn, and for a balance alleged to be due for feeding the hay to stock belonging to the defendants. There was no dispute as to the fact of the sale and delivery of a certain number of stacks of the hay, nor the fact of its having been fed to the stock by Morford, and the amount of money paid by the defendants to the plaintiff was agreed on. The difference between the parties arose from their respective claims as to the number of tons of hay contained in the stacks sold. Upon this question it was stipulated that at the time the hay was purchased the entire twenty-four stacks were measured by both parties. It was further stipulated that at the time of the sale and delivery it was agreed between the parties that one certain stack should be baled and weighed as a basis for ascertaining the whole number of tons of hay in the twenty-four stacks. It was further admitted that the stack designated as the one to be baled was baled and weighed and found to contain 25¼ tons. The plaintiff claimed that as a part of the agreement by which these measurements were taken, and the one stack baled and weighed, it was understood that the cubical contents of each stack should be determined by multiplying the length by the width and that product by one-third of the distance over from base to base, and introduced testimony tending to show that fact. The defendants claimed that there was no agreement as to the method to be taken to determine from the measurements the cubical contents of each stack, and introduced testimony tending to prove such claim, but some time after the hay was delivered the plaintiff presented a claim to the defendants in which the amount of hay in the several stacks, as compared with that in the stack weighed, was figured in accordance with the rule which it was claimed by him had been agreed upon between the parties. Upon receiving the claim and statement the defendants wrote three letters to the effect that in his (the plaintiff's) figuring he had made a mistake in the number of cubic feet in the stack baled, making it 13,324 feet instead of 15,598 feet. The letters also stated that in arriving at these figures the same method was employed as that used by the plaintiff.

The supreme court says that it is contended by the plaintiff that these letters furnish absolute proof of the correctness of his contention as to the manner in which the cubical contents of the several stacks of hay were to be determined, and that their force was such as to estopp the defendants in the absence of any allegation of mistake or fraud, from claiming the right to estimate such contents by any other rule.

"There is force in this contention," the court says, "and if it were necessary to the decision of the case we should probably sustain it. But it is not necessary to determine as to the exact legal effect of these letters. It is enough for us to say that they furnished such confirmation of the testimony of the plaintiff and were so contradictory of that offered on the part of the defendants, that the findings of fact by the trial court, in accordance with the claim of defendants, were so clearly against the evidence that notwithstanding the force which must here be given to the findings of fact of the trial court, they cannot be allowed to stand. There was no fact shown by the testimony of the defendants which offered any adequate excuse for having written these letters if the facts in reference to the manner in which the hay was to be estimated were as contended for by them; while their having been written is consistent with all of the facts in the case upon the theory as to measurement testified to by the plaintiff. Not only was the testimony of the defendants contradicted by these letters, but it was further contradicted by the fact that they paid the plaintiff fully for the hay upon an estimate made by them upon the basis contended for by the plaintiff, and from all that appears would have paid him all that he claims if they had not made a mistake in figuring the cubical contents of the stack agreed upon as a basis.

"It follows that as a matter of law, even if the testimony of defendants be taken as true, their contention as to the amount of hay contained in the stacks cannot be sustained. It is therefore unnecessary for us to determine the question of fact raised by the contradictory proofs on the part of the plaintiff and defendants. But in view of the fact that in our opinion the trial court failed to give the force which it should to the admissions in writing on the part of the defendants, we have thought it necessary to say that upon all the proofs the findings of fact could not be sustained. The judgment will be reversed and the cause remanded with instructions to enter a judgment for the amounts claimed by the plaintiff."

The opinion is by Chief Justice Hoyt, and concurred in by Justices Dunbar, Scott and Anders. In dissenting, Justice Gordon says: "I am not convinced that the findings were without competent evidence to support them, hence I respectfully dissent."

THAT $15,000 INDORSEMENT.

John Collins to Make a Strong Effort for a New Trial.

John Collins does not propose to pay over that $15,000 to the city on the note of the L. H. Griffith Banking and Realty Company without a stubborn fight. His contention has been that he indorsed the note with the express understanding that John Leary and Amos Brown would also sign, and claims that this was made known to the city through Corporation Counsel Donworth, and he will try to show in moving for a new trial that such was the case.

In this connection J. F. Hale filed an affidavit in the superior court yesterday in which he states that L. H. Griffith has for the past four months been traveling in Guatemala, South America, but is expected back about March 1. He avers that Griffith informed him and will testify substantially as follows, in case a new trial is granted: "That on and prior to October 31, 1893, Griffith had several conversations with George Donworth, corporation counsel, concerning the settlement of a certain claim made against the L. H. Griffith Realty and Banking Company by the city of Seattle, and that in the course of the settlement Griffith stated to Donworth that he would have a note of $15,000 made by the L. H. Griffith Realty and Banking Company, with himself, John Collins, Amos Brown and John Leary as sureties, which would be taken in settlement of any claim made against the realty and banking company by the city of Seattle; and that Griffith also stated to Donworth that Collins had promised to sign the note as a surety, upon the condition that John Leary and Amos Brown would sign the same. On this promise Collins signed the note and it was delivered to the city, through the corporation counsel, and taken by him with the full knowledge of the condition upon which it was signed by Collins, and the city had full knowledge of the condition upon which Collins signed the note at the time at which the note was delivered through Donworth."

Wait for the Car.....
And Buy
Olympic Tea
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SMITH & KENNEDY'S
Second Av. and James St.

OHIO STEEL RANGES
Stand the Test of Time. Guaranteed Perfect Bakers.
Z. C. MILES CO., Yesler Way, between First and Western Avenues
T. F. DAVIDSON, Receiver.

PEASE CASE REVERSED.

The Supreme Court Decides That Pease Was Entitled to Recover.

The decision made a couple of years ago by the superior court in favor of defendants Sutcliffe Baxter and Guy C. Phinney, in the case of Hiram M. Pease et al. vs. Sutcliffe Baxter and Guy C. Phinney, has been reversed by the supreme court. The action dates back to August, 1890, when Pease and his wife sold a piece of land to Baxter and Phinney. The contract provided for the payment of the purchase money in installments and that the property should be conveyed to the grantees when the purchase price should have been fully paid and the provisions of the contract lived up to. Baxter and Phinney entered into possession of the property and made payments until $13,000, or half of the purchase price, had been paid. The contract also provided that the purchasers should keep the property insured for $3,000. A complaint, filed in June, 1894, alleged that the sum of $52.08 was due, but that it had not been paid at the time of the commencement of the suit. The insurance had also not been kept up according to the terms of the contract. Upon the failure to pay the interest the plaintiff elected to rescind the contract according to its terms and served notice on the defendants.

In deciding the matter the supreme court says: "No case is cited by either side which is directly in point, and we must conclude that the presumption has always obtained in all courts that where a contract was plain and specific in its terms, and no fraud was alleged, the contract must be enforced."

The opinion was written by Justice Dunbar, but dissented to by Justices Gordon and Scott.

Important Lumber Decision.

Judge Hanford yesterday dismissed the suit of the United States against the Bellingham Bay Boom Company, and in doing so handed down an opinion which will be received with interest throughout the state. The company constructed a boom at the mouth of the Nooksack river, under the provisions of the act of September, 1890. Judge Hanford, in reviewing the case, holds that the company had a right to do this, and on this point he quotes a pertinent decision of the United States supreme court, delivered by Justice Miller, who refers to the fact that in the case of many of the smaller streams in the Middle West, lumber and its cognate industries are really paramount to the interests of navigation in those particular streams. Moreover, Judge Hanford, after alluding to the testimony of the twenty-eight witnesses who testified in the present case, holds that the Bellingham bay company has put in an extensive plant, prosecuting in general a method by which a large amount of lumber in this state alone is available, and has cleared the river of a lot of brush and trees, thereby removing fully as much of an obstruction to navigation as it imposed by its plant.

Found Good Homes.

Three little parentless waifs, inmates of different orphan asylums in the city, will soon again have mamas and papas, as petitions were granted by Judge Langley yesterday to three couples to become foster parents. Mr. and Mrs. Frank Burrows were given the custody of Albert Kaiser, 3 years old. Attorney N. S. Peterson was appointed guardian ad litem, on the request of Mr. and Mrs. Burrows. Mr. and Mrs. Fred L. Woodman were given the custody of Ida Kaiser, 6 years old, with M. F. Knox as guardian ad litem, and Mr. and Mrs. Jas. A. Elsey were given the custody of Lillie Kaiser, 5 years old, with M. F. Knox as guardian ad litem. The children are the heirs of Emil and Lena Kaiser. There is an estate valued at $2,500 left in trust to the children.

Suit to Recover on a Note.

An action was begun in the superior court yesterday by C. M. Sheafe, receiver of the Washington Savings bank, against the Green Lake Home Building and Guarantee Company et al., for $3,207.65, on an assigned note and mortgage. The transaction dates back to January 22, 1894, at which time W. W. Dearborn accepted a promissory note of the building and guarantee company for $5,382.65, taking as security a mortgage on a lot of property on Green Lake. Some $2,700 was paid on the note, when Dearborn sold it to the Washington Savings bank. W. D. Wood and Emma W. Wood claim to have some right in the mortgaged premises, but the bank says their claim is subservient and junior to its mortgage.

Woolery Was Not Liable.

James H. Woolery, through his attorney, John Wiley, filed an application in the superior court yesterday asking that the judgment rendered against him as a party defendant in the case of the Puget Sound National Bank vs. Samuel Levy et al. be set aside, as the judgment was entered by mistake, as his action was based solely on a writ of execution upon a judgment by the court, and that the service was placed in his hands as sheriff of the county, and therefore no liability was incurred by him for carrying out the mandate of the court. He therefore asks that the levy made against him by the court be set aside for naught. Judge Humes heard the application and granted the prayer.

Wants the Case Dismissed.

C. Shelby, administratrix of the estate of William Shelby, deceased, filed a supplemental answer yesterday in the case brought against the estate by Thomas Jose and A. H. Jose, an action for the recovery of $350 on a claim. In her supplemental answer the defendant alleges that the plaintiffs have assigned their claims to Edward Brady for the amount of $3.50, and asks the court to dismiss the action brought against the estate by the Joses.

Would Like a Divorce.

Mrs. Jean Graham is an unhappy wife. Her husband, John Graham, whom she married in this city in 1890, has, according to the complaint, wilfully deserted her and gone to Southern California, compelling her to earn her own livelihood. The result of the union is a pretty little girl named Marjorie, and Mrs. Graham would like very much to care for her.

New Suits Filed.

The following new suits were yesterday commenced in the superior court:

C. M. Sheafe, receiver of the Washington Savings bank, vs. the Green Lake Home Building and Guarantee Company, William D. Wood, Emma Wood and the city of Seattle—Promissory note and mortgage; $3,207.65.

A. H. Boyd, receiver of J. Wooding & Co., vs. W. T. Vail, Warren Green and H. C. Taylor, co-partners, doing business under the firm name of the Northwestern Shoe Company—Action for restraining order.

Jean Graham vs. John M. Graham—Action for divorce.

Court Notes.

The bark Topgallant, which has been tied up by libel for several days, was yesterday released.

Judge Hanford yesterday dismissed the suit of Belona Weber against Mary J. Gratton et al., at the plaintiff's cost.

The Denny hotel case is dragging its weary length along in Judge Humes' court, and will probably continue for a number of days.

Judge Hanford yesterday confirmed the sale by Receiver R. W. Montague, of the effects of Williams & Groat to the Hoyt & Bro. Company, of Aurora, Ill., for $6,000 in cash, all sales after January 21 to go to the purchaser.

Default was entered yesterday against Edwin Hughes, a party defendant in the case of James S. Goldsmith vs. Howard H. Lewis et al.

Judge Hanford yesterday formally gave judgment in favor of the Washington Mill Company against Louise DeLion, executrix of the estate of R. W. DeLion, for $4,752.48.

The case of George W. Dornbach vs. Samuel Green has been settled out of court and stricken from the trial calendar; an action for the recovery of $89 for services performed as architect.

Marriage licenses were issued yesterday to Christopher Dragoylovich, of San Francisco, and Miss Annie May, of Boston, Mass.; also to Frederick A. Wilcoxen and Mary V. Fordney, both of Ballard.

Judge Langley yesterday issued an order directing Receiver A. H. Boyd to bring an equitable action in the superior court against the Northwestern Shoe Company and Sheriff Van de Vanter, to enjoin the sale of real estate.

Findings of fact, conclusions of law and decree was signed yesterday by Judge Langley in the case of John Sporck vs. Mildred L. Walsworth, et al., an action brought to recover $1,156 on a promissory note and mortgage.

The North End bank, of Seattle, through its attorneys, gave notice yesterday to C. G. Perkins, trustee, and the city of Seattle, that it appeals to the supreme court from the judgment entered against it by the superior court.

The following were admitted to citizenship by Judge Hanford yesterday: William Harper, of England; Peter Nickelson, of Denmark, and Peter Sund, Andrew Nesser, Nel Knudson, John H. Grasem and Martin Wirnd, of Norway.

In the case of Parrot & Co., who obtained a judgment for $14,473.76 against Alfred Snyder, January 4, with execution, Judge Hanford yesterday granted a restraining order, and set the hearing of the application for an injunction for March 5.

Default was signed yesterday by Judge Langley in the case of E. H. Camp vs. Charles W. Saunders, and also in the case of Provident Life and Trust Company vs. Joseph F. McNaught et al., as far as defendant, Charles E. Burnside, is concerned.

Judge Hanford yesterday gave an order directing O. D. Colvin, receiver of the Front Street Cable Railway Company, to issue and deliver to the Washburn & Moen Manufacturing Company a receiver's certificate for $5,000, to satisfy the judgment for $5,755.74 of July 30, 1894.

Upon a petition from Nels Hansen, asking for an order allowing him to garnishee Receiver William Wagner for $4,325, alleged to be due from H. Lester, a party defendant in the case of O. H. Lester vs. R. E. Cameron, R. B. Johnson and H. Lester, Judge Langley complied with the request yesterday.

The motion for a new trial in the Fraser Insurance case was argued yesterday before Judge Hanford, who denied the motion and signed a judgment for the full amount awarded by the jury to Mrs. Fraser against the Standard Life and Accident Insurance Company, $4,000, exception to which was taken and allowed.

Order confirming sale of real estate was signed by Judge Langley yesterday in the case of John J. McGilvra vs. James Park et al., on the following property: Se ¼ of ne ¼ of sec 25, twp 22 n of r 5 e; also lot 4 of sec 30, and n ½ of nw ¼, and se ¼ of nw ¼, and nw ¼ of ne ¼ of sec 20, twp 22 n of r 6 e; all containing 400 acres of land.

Mrs. Sarah E. Gilson, administratrix of the will of George F. Gilson, filed an amended inventory in the probate department of the superior court yesterday, showing the appraised value of the estate to be $19,228.75. The appraisement is approved by James R. Taylor, T. S. Winchell and George W. Hall, as appraisers.

The lease of the Green Lake electric road by the Seattle Consolidated for one year expired yesterday, and on petition of M. F. Backus, receiver of the latter, Judge Hanford yesterday approved a lease for a term of three years from date. It is understood that the Consolidated intends making Green Lake a suburban retreat, and will use the Green Lake line for this purpose.

John Collins, by his attorney, William Martin, filed an answer in the superior court yesterday, in the case of the Columbia River Paper Company vs. John Collins. In his answer Collins denies every allegation set forth in plaintiff's complaint, and asks that the case be dismissed. Collins also filed an answer in the case of the Seattle Hardware Company against him, denying every allegation set forth.

United States Attorney General Judson Harmon yesterday filed suit in the Federal court against the Union River Logging Company, asking an injunction to restrain the company from cutting timber from public lands. The grounds on which the application is made are that the company has not operated its line under the terms of its charter, for the general public, as a common carrier, but wholly as a private logging line, without depots, telegraph lines or any of the accessories which mark the ordinary railway lines.

To Physicians in Regular Practice

Will be sent free by mail a sample bottle of Dr. Edson's Aseptolin, the newly discovered treatment for consumption, etc., together with Dr. Edson's paper, reprinted from the N. Y. Medical Record of February 8, 1896. Those who have patients suffering from consumption are urged to test this remedy. None but physicians can use it. Address Equitable Chemical Co., 39 Reade, St., New York.

Veal! Veal! Veal!

Our buyer east of the mountains has sent us a straight car load of fine Jersey veal calves. This large consignment makes us overstocked. We have decided to make Saturday a special sale day on veal and give the public a general benefit on an overstocked market, fish and poultry and everything usually kept in a first-class market at hard time prices. Palace Market Company, Yesler way and Second avenue.

The Norwegian System.

The Unity Club will hold its regular meeting tonight at the First Unitarian church, Seventh avenue, between Union and Pike streets. Dr. Marmora DeVoe will read a paper on the Guttenberg, or Norwegian system of regulating the liquor traffic. This will be followed by a general discussion. The public at large is cordially invited.

All Rail—$12.50 to San Francisco,

Including berth in tourist sleeper; $20 including berth in Pullman sleeper, for train leaving February 22, at 12:20 p. m. Rates to points East through California same as northern lines. Southern Pacific ticket office, 619 Front street.

A Washington Dinner.

The ladies of the Second Presbyterian church, of North Seattle, will serve a Washington dinner in the church parlors this evening from 5:30 to 8 o'clock. Price, 25c.

The Pacific Coast Steamship Co.'s

Steamship Walla Walla, sailing from San Francisco February 24, will carry general merchandise to Seattle at $1 per ton.

Dollar Tea for Forty Cents.

That's exactly what we mean. See advertisement on first page. Cooper & Levy.

Composition in nonpareil, minion, brevier or long primer faces on the following size bodies: Nonpareil or minion, not exceeding 13 ems pica; brevier, not exceeding 16 ems pica; long primer, not exceeding 24 ems pica. Special terms on large orders. Address Post-Intelligencer, Seattle.

Eyes examined free. Miss F. Wilzinski, Graduate Optician. New York eye hospital practice. 801 First avenue, corner Columbia, in drug store.

When you want coal free from rock, dirt and soot, order Newcastle.

Don't forget the Fulton tomorrow when marketing. We can save you money.

LESSONS IN POLITICS.

The Business Man Candidate Overrun With Visitors.

ONE NOMINATION REPUDIATED.

The A. P. A. Advisory Committee Did Not Indorse Anti-Populists' Nominations—A "Citizen's" Ticket.

The Republican nominee for mayor, Frank D. Black, although of athletic build and sturdy health, began to look a trifle weary toward the close of yesterday. For two days he has had to submit to handshakings and congratulations and conferences and confabs that have not left him a moment's time for thought. To a steady-going business man of methodical habits this sudden throng of visitors must be something appalling, for it is not only his friends and well wishers who have crowded upon him to strengthen his confidence in success by offering their support, but all the cranks in town have had business at the Seattle Hardware Store the last two days, and Mr. Black has been subjected to many whispered counsels from these gentlemen as to how he must conduct himself when mayor of this city. This is the wearisome part of it, this and the fulsome adulation of self-seekers to a plain business man who has had no experience of politics, beyond attending public meetings of the Republican party and voting the Republican ticket.

Wanted to Know.

Then there were the honest citizens who were impatient to know exactly where the mayor stood on certain questions in which they felt a particular interest. Alonzo Hull, for instance, wished to know where Mr. Black stood on the Cedar river water question, a question easily answered, as Mr. Black stands squarely on the Republican platform adopted at the convention—just in the position, in fact, that Mr. Hull would have stood in today if he had secured a few more votes at that convention. But Mr. Hull talked with Mr. Black for what seemed to be a long time to those waiting for a word with the nominee, and went away with a pleased smile upon his face.

All the other candidates for mayor before the convention have called upon Mr. Black, Angus W. Young, who ran him such a tight race for the honor, being among the first. William Voigt was there yesterday afternoon, and J. A. James, F. H. Hurd, George F. Meacham, Mayor Phelps, S. L. Crawford, and, in fact, everybody of consequence.

A Denial.

Mr. Hull said he did not believe there was any truth in the rumor that the advisory board of the A. P. A.'s had indorsed the nominees of the anti-Jordan Populists, and later in the day a communication was received at this office on the subject from John Bushell, the chairman of the board. It reads as follows:

Editor Post-Intelligencer: On the first column of the eighth page of the Post-Intelligencer of this date is an article headed, "Indorsed by the A. P. A.," in which it is implied that the advisory board of the American Protective Association were favorable to the nominations made by the Populist convention of last evening. Now, sir, not only is this implication without foundation, but at no time last evening or upon any other occasion has the advisory board designated any particular individual as the candidate of the A. P. A., and most certainly they would not advise an action which might be construed as a bolt from the nominations of a convention in which many members of the advisory board, as individuals, participated."

There were some members of the Populist party who were disgruntled because they did not get a nomination at that convention; there was one gentleman who was really angry because he did get one. This was L. A. Treen, who has been a leading merchant in the city for twenty years, a staunch Republican, and one of the most popular veterans in the Grand Army. He was nominated by the anti-Jordanites for city treasurer, and it was this fact which occasioned him a bad day. Lots of friends and old comrades dropped into his store to express their surprise; some of the more intimate undoubtedly to ask an explanation.

Treen Explains.

"While I was away yesterday afternoon," said Mr. Treen, with a shade of annoyance on his face, "M. M. Holmes called here and mentioned to Mr. Stephenson that the Populists thought of putting me on their ticket. Of course I couldn't think of such a thing. I went up to the convention and called Holmes out. I told him distinctly that I must not be put in nomination, and that under no circumstances could I accept a nomination. Well, he understood me all right, and yet the thing was done. Holmes gets out of it by saying he didn't do it; it was the other fellow. I am going to come out in a card and decline to run.'

Disgust of the Democrats.

There were a large number of leading Democrats who did not attend the Democratic convention yesterday, for the reason that it was believed in the early morning that the Jordanites numbered 65 per cent. of the delegates. President of the Board of Aldermen Daulton was one of them. He stuck closely to his business at the Rialto and would have no part in any fusion business. James S. Goldsmith, whom the Democrats so earnestly petitioned to become the candidate for mayor was another. He said: "As a Democrat I am opposed to any fusion with the Populist party." Alderman Sweeney also kept away from the convention. He said: "I was opposed at the county convention to a fusion with the Independent Republicans, and if I were in the convention today I should oppose any fusion. I am a straight Democrat on principle, and would only favor a straight Democratic ticket." These might be multiplied and take in many of the best names in the party. After the convention there was among the better element of the party nothing but disgust at what they believed to have been achieved by a trick of treachery in the camp. In the First ward, however, there was great jubilation.

The Tail End.

Another convention was held last night, and a Citizens' ticket nominated. At least, Jimmy Owens says so, and he is the only authority for the statement. Jimmy says there was not much time wasted in balloting, but that "the whole ticket was adopted with a rush, see?" It is as follows: For mayor, Patrick Carroll; corporation counsel, Major Burke; city treasurer, Pat Burns; city clerk, Jack Kearney; chaplain, William Sutherland; city physician, Doc. Weidman. Nominations for aldermen and delegates were reserved until some aspirants blew in.

The Fourth Will Ratify.

The Fourth Ward Republican Club will hold its regular meeting this evening at 8 o'clock in the municipal courtroom, for the purpose of ratifying the nominations made by the Republican convention on Tuesday last. Good speakers will be present. All are invited. Frank D. Black will be present and address the convention.

CHARLES LOVEJOY, President.
G. V. P. Lansing, Secretary.

Third Ward Republicans.

The Republicans of the Third ward will meet at Brewer's hall, Walla Walla addition, tonight at 8 o'clock.

H. F. NORTON, President.
O. C. Pratt, Secretary.

DR. WHITING RESIGNS.

Commissioners Appoint Dr. C. E. Hoye Superintendent and Physician.

The resignation of Dr. Whiting as superintendent and physician of the county hospital was accepted by the board of county commissioners yesterday and Dr. C. E. Hoye unanimously appointed to succeed him. Dr. Hoye is well and favorably known in Seattle and Kent and was indorsed by many of the leading citizens. He graduated in 1889 from the University Medical College, of New York city, and began practicing at Kent immediately afterward, remaining there until about two years ago, when he moved to Seattle, taking offices in the Union block. He will take charge of the hospital on March 1.

Better Health Than Ever

"An attack of La Grippe, three years ago, left me a physical wreck, and being naturally frail and delicate, it seemed as if I never should rally again. Induced at last to try

AYER'S Sarsaparilla

I was surprised after taking it two weeks, to find I was gaining strength, and now I am pleased to say I am enjoying better health than I ever had before in my life."—EVA BRAGG, Lincoln, Ill.

Highest Awards World's Fair Chicago.

POLICE NOTES.

Mrs. John P. Brill, who charged her husband with beating her, did not appear in the municipal court yesterday afternoon to substantiate her allegations. The case was dismissed, and a bench warrant issued for Mrs. Brill.

The charge of fighting preferred against William Gibson in connection with a row with Chinamen on Washington street last Sunday afternoon was dismissed in the municipal court yesterday. City Attorney DeBruler said that his investigation convinced him he could not make such a charge stand.

John Shirley was arrested yesterday afternoon on a warrant sworn out in the municipal court charging him with larceny by conversion. Surren Christianson owned a double-barreled shotgun, which he claims to have loaned to Shirley. The latter sold it to A. Freedman, a second-hand dealer, for $10. The gun was in court yesterday, having been obtained through process of a search warrant. The case will be disposed of this morning.

The charge of petit larceny preferred against Max Erickson, a carpenter, formerly employed on the British ship Scottish Dales, was dismissed yesterday afternoon by Judge Glasgow. The testimony developed the fact that there was a misunderstanding. Erickson and Capt. McCarthy went out together, and purchased the tools. The captain supposed he was getting the tools for his ship, while Erickson had the impression they were for him, the price to be taken out of his wages.

Patsy Cummings, who spends about half of his time in the city jail for minor offenses, such as drinking too much Washington street beer, has forgotten how many times he has been before Judge Glasgow. "It's a good many times, your honor," said Patsy. "How many times," asked the judge a second time. "Well," and here Patsy managed to open one eye, "it's a pretty good many times." Patsy was allowed to depart on the strength of his positive declaration that he could get work at Tacoma.

From all appearances, Mary Nedery, who swore out a warrant in the municipal court Wednesday charging M. Bornstein, of the Hub Clothing House with assault and battery, was actuated with a desire to get even. The case was promptly dismissed, and it is probable that the woman would have been compelled to pay the costs if there had been any prospect of collecting. It appeared that Miss, or Mrs., Nedery made some purchases at the Hub, and paid her money. Later in the day she came to the conclusion that she did not receive change enough within $1.20. She went back to the store, and demanded the money, but was refused. There was no corroborative evidence to show that there was any money due her.

A Popular Marketing Place.

Tomorrow the Fulton market will be exceptionally well supplied with everything in the general market line. We will make some very low prices, and solicit an inspection of the variety and quality of our goods. It will be greatly to your interest to do your Saturday marketing at the Fulton market.

Bishop Goodsell Coming.

Rev. Bishop Daniel A. Goodsell, D. D. LL. D., of San Francisco, will be in the city tomorrow and Sunday, and will preach in the First Methodist church Sunday morning.

The Free Kindergarten.

The entertainment to be given at the Bailey Gatzert free kindergarten will take place this morning at 10 o'clock, instead of 2 in the afternoon, as previously announced.

Another Barnes.

The John G. Barnes who served as marshal at the convention of the Populist Association Wednesday is not John G. Barnes, the attorney, who sat in the Republican convention Tuesday as a delegate from the Seventh ward.

Judge John R. Grace, of the Kentucky court of appeals, died of heart failure at Frankfort, Ky., Thursday morning.

FIGHTING DEATH.

An Occupation that Everybody Should be Engaged in all the Time.

Few people realize how much we can do in warding off that grim monster, death. Our days are not "numbered"—we cannot determine the number ourselves, but we can add or subtract from it.

We are continually though unconsciously doing things that shorten our life by hours—days—years.

We work too long, too hard; we eat food unsuited to us, too much or not enough; we overstrain certain muscles, limbs, senses or faculties, while others remain unused and undeveloped; we expose ourselves to excessive heat or cold; to impure air; we squander our vitality.

True, with most people these things are the necessary consequences of the struggle for existence. It is to the millions who cannot continually think of their health that this is addressed; it is to them that Peruvian Bitters is recommended.

With them Peruvian Bitters is to the body what oil is to machinery; it keeps the entire system so toned that it works with the least possible friction and waste of vitality, with greatest power of resistance to the germs of disease. Peruvian Bitters is an infallible tonic, which, when vitality has been reduced by poor digestion, overwork, sickness, trouble—puts the various functions in such normal condition that nature, unhampered, soon restores wasted tissues, vigor and energy.

MACK & Co., San Francisco. All druggists and dealers.

STEWART & HOLMES DRUG CO. Wholesale Agents.

C. C. C.

That is the name of our strings for violins, guitars, etc. We import them direct. Artists on the Coast who have used them for years pronounce them the very best. Give them a trial, and you will use no other.

SHERMAN, CLAY & Co.
Headquarters for Everything Musical,
No. 715 Second Avenue, Seattle, Wash.

All sheet music sold at one-half the marked price.

CITY FREE EMPLOYMENT OFFICE,
N. W. Cor. Fifth Av. and Yesler Way, Seattle, Wash.
MALE AND FEMALE HELP FURNISHED FREE OF CHARGE.

This Is an Early Spring.

The sunshiny days are already in evidence. The spring goods are already here. Take the hint from the weather and select your new outfit now. The selection of spring goods is an extensive one. You will not find new styles later on.

Spring Dress Fabrics.

Exclusive Novelties for afternoon and street wear, all neat, serviceable fabrics. Special lines for Bicycle Suitings.
36-inch All-Wool English Suitings, 25c a yard.
40-inch All-Wool Checks, Stripes and Plain Mixtures, 45c a yard.
46-inch All-Wool French Serge, 50c per yard (75 pieces, 25 different shadings).
42-inch All-Wool Checks, in black and white, brown and white; excellent for tailor-made gowns and separate skirts, 60c per yard.
46-inch Scotch Mixtures, 75c a yard.
44-inch Mohair Mixtures, 85c a yard.
40-inch Pinhead Checks, $1.00 a yard.
52-inch Pinhead Checks, $1.25 a yard.
40-inch All-Wool and Silk and Wool French and Scotch Plaids, 85c a yard.

Sale of Ladies' Shoes.

$3.48.

$3.48—We will have on sale in our Shoe department, for three days only, February 17, 18 and 19, the following styles in Ladies' Fine Shoes, which we will positively sell as advertised at the extreme low price of $3.48 a pair.
1. Ladies' Fine Kid Hand Turned Button Shoes, razor toe, patent leather tip, $3.48.
2. Ladies' Fine Kid Cloth Top Hand Turned Button Shoes, new narrow square toe, very dressy, $3.48.
3. Ladies' Imported Kid Extension Sole Hand-Sewed Welt Button Shoe, needle toe, $3.48.
4. Ladies' Fine Kid Hand Turned Button Shoe, square toe, a very comfortable shoe, $3.48.
5. Ladies' Imported Kid Extension Sole Button Shoe, square toe, very durable, $3.48.
6. Ladies' Fine Kid Cloth Top Extension Sole Needle Toe Button Shoe, $3.48.
7. Ladies' Fine Kid Cloth Top Button Shoe, square toe, hand turned, patent tip, $3.48.

Spring Wash Goods.

New line of Dress Duck Suitings, in all the newest colorings to be found in Eastern markets.
New line of Fancy Crepons, soft finish, beautiful colorings.
New line Fancy Colored Organdies, in the new shades of sea green, light, blue and light pink.
New line of Florentine Dimities. Something unusually pretty.
New line of Piques, in light and medium colors. Excellent cloths for wear.
New line of Morie Black, with narrow stripes. Splendid wearing fabric.
New line of Light and Medium Colored Plisse, colored effect.
New line India Pongees, very stylish, strong resemblance to India Silks.
New line Fancy Ginghams, something entirely new this season, beautiful colorings.
New line of America's best production of Gingham Zephyrs, very fine weave.
New line of Colored Sateens, dark colorings, latest styles, at all prices.
New line of Percales, in light, medium and dark colors. Most complete assortment ever displayed in this city.
New line of Shirting Prints, light colors, neat patterns, piles to select from.

Pattern Suits.

Pattern Suits, exclusive in every respect, embracing all the new season's colorings and weaves, and all at popular prices, $8.75, $10.00, $11.25, $12.50, $15.00, $16.50, $17.50, $20.00, $25.00, $32.50, $37.50.

New Trimmings.

All the Novelties for the spring. New Spangle Trimmings, latest iridescent effects. Besides these are new Galoons, Yokes, Collars and Nets.
Very latest Belt styles. All the widths in the plain black elastics, and also spangled elastic belts.
New and very complete stock of Veilings.

THE MacDOUGALL & SOUTHWICK CO.
Nos. 717-19-21-23 First Av.

Rochester Clothing Co.

SPRING ANNOUNCEMENT.

We have just received our full line of Men's Spring Suits.

We are now prepared to fill the wants of our customers.

We are prepared to show the finest line of Men's Spring Suits that has ever been shown in this city before, and our popular low prices, combined with the perfect fit and stylish appearance of our garments, insures us of quick sales and your custom. Call on us now. See our line of Men's Spring Suits. All new and up to date. No old stock. No last year's styles. No waiting for big profits.

Rochester Clothing Co.
GOLDENSON & SONDHEIM, Props.
No. 805 First Avenue, Colman Block.

PHOTO SUPPLIES.
We have the latest KODAK at... $5.
Washington Dental and Photographic Supply Co.
211 Columbia St.

We send the marvelous French Remedy CALTHOS free, and a legal guarantee that CALTHOS will STOP Discharges & Emissions, CURE Spermatorrhœa, Varicocele and RESTORE Lost Vigor. Use it and pay if satisfied. Address, VON MOHL CO., Sole American Agents, Cincinnati, Ohio.

BONNEY & STEWART, Undertakers. Parlors, corner of Third and Columbia Streets, Seattle, Washington. Telephone No. 13.

ALASKA OUTFITS
Rifles
Revolvers,
Sleeping Bags, Hunting Knives. See our goods, get our prices, and you will buy.
DINGLEY-HARDWICK CO.
304 FIRST AVE., SEATTLE.

THE RAINIER-GRAND HOTEL
DeL. HARBAUGH, Prop.
The Only Strictly First-Class Hotel in Seattle
Located on Front St., Between Madison and Marion

BANKS.

THE FIRST NATIONAL BANK OF SEATTLE.
Paid up capital.....$150,000
Surplus.....$150,000
J. H. McGraw.....President
Maurice McMicken.....Vice President
Lester Turner.....Cashier
General banking business transacted. Sight and telegraphic exchange payable in all the principal cities of the United States and Europe.

PEOPLE'S SAVINGS BANK,
Occidental block, Seattle, Wash.
Capital.....$100,000
—OFFICERS AND TRUSTEES—
Jacob Furth.....President
Arthur A. Denny.....Vice President
John Leary.....Second Vice President
James R. Hayden..Manager, Cash'r, Sec'y
Frank I. Blodgett.....Assistant Cashier
Sigmund Schwabacher, John Collins, E. C. Neufelder, J. T. Greenleaf.
Transacts a savings bank business exclusively.
Deposits received from $1 to $10,000.
Interest allowed per annum: Six per cent. on term deposits; 4 per cent. on ordinary deposits.
Dividends declared last days of May and November. Loans made on real estate or approved collaterals only.

DEXTER HORTON & CO., BANKERS,
Incorporated 1887.
Capital.....$200,000
Surplus.....100,000
President.....A. A. Denny.
Vice President.....W. M. Ladd.
Manager.....N. H. Latimer.
Cashier.....F. R. Van Tuyl.
Sight exchange and telegraphic transfers on New York, Chicago, St. Paul, San Francisco, Portland and various points in Oregon and British Columbia.
Sight bills of exchange on London available elsewhere in Europe.
Collections made at all points on favorable terms.
Bonds, stocks and other valuables received on deposit for safe keeping.

THE GUARANTEE LOAN AND TRUST COMPANY.
Incorporated 1887. Capital, $200,000.
Bailey Building, Second and Cherry Sts.
—Transacts a—
GENERAL BANKING AND SAVINGS BUSINESS.
Deposits received in any amount from $1 upwards and interest allowed thereon.

NATIONAL BANK OF COMMERCE.
Corner Commercial and Yesler ave.
Paid up capital.....$300,000
Transacts a general banking business.
M. D. Ballard.....President
H. C. Henry.....Vice President
R. R. Spencer.....Cashier

THE PUGET SOUND NATIONAL BANK OF SEATTLE.
Capital stock paid in.....$523,000
Surplus.....150,000
Jacob Furth.....President
E. C. Neufelder.....Vice President
R. V. Ankeny.....Cashier
DIRECTORS:
E. C. Neufelder, J. R. Hayden, S. Frauenthal, Jacob Furth, Sigmund Schwabacher.
Correspondence in all the principal cities in the United States and Europe.

BANK OF BRITISH COLUMBIA.
Pa