

OUT OF COURT AT LAST

Decree in Dawson Case Signed by Judge Humes.

WHO RAN AWAY FROM HOME

Wanted for Seattle Dime Savings Bank.

The occasional Dawson divorce case is usually out of the courts, Judge Humes having signed the decree. The findings, conclusions and decrees were submitted yesterday morning, and disposed of the property interests as already indicated in the published accounts. The part in relation to the two children is to be found in the fourth paragraph of the findings, substantially as follows:

That during the period since the marriage Dr. Dawson has been engaged in the practice of medicine in Seattle, and has been called on frequently to treat professionally large numbers of women patients. That during this period Mrs. Dawson has been constantly and almost daily associated with her husband of adulterous and unchaste conduct and relations with a large number of such women patients, and in addition thereto has threatened to commit assault and to bodily injury to certain of said patients. That she has repeatedly demanded of Dr. Dawson that he should refuse to treat or be employed by such patients, thereby greatly humiliating him, embarrassing him in the practice of his profession, and rendering his life burdensome.

That considering the nature, character, disposition and temperament of Dr. Dawson, such conduct constituted personal indignities and humiliations rendering his life burdensome. That the court is fully satisfied from the evidence that Dr. and Mrs. Dawson can no longer live together as husband and wife, and that a divorce should be granted to him from her on the ground of cruel and inhuman treatment.

A Paragraph Stricken. The next paragraph of the findings as originally submitted exposed Dr. Dawson and his attorneys to a pointed criticism from the bench. The paragraph, which has been stricken out but which is clearly legible, is as follows: "The next preceding finding of the existence of a cause for divorce renders it unnecessary in the judgment of the court that any finding should be made by the court on the charges of adultery committed by the defendant, set forth in the plaintiff's complaint, and for that reason no finding is made upon such charge."

The court promptly ordered the proposed finding stricken, at the same time saying clearly that in the opinion of the court the allegation of adultery was unnecessary and in the beginning had been based into the complaint. It is further ordered that Lewis Reeves Dawson remain in the custody of his mother until May 21, 1936, and Ralph Coffman Dawson until July 12, 1936, and that from those dates respectively the care, custody, control and education of the child be transferred to their father. To both father and mother is reserved the right to visit the children and to see them alone at all reasonable hours and for a reasonable time upon any and all days, and to take them along in the city during substantial parts of two days each week, without interference or objection. It is found further that the welfare of the children require that they be kept

with the jurisdiction of the court at all times during their minority. The Property. The following property is set aside to Dr. Dawson as his separate estate: All his office furniture and fixtures, professional library, surgical instruments and his horse. Mining stock: 1,000 shares Neosho Mining Company, 2,222 shares Skagit Mining & Milling Company, 101 3/4 shares Cascade Consolidated Mining Company. The following property, subject to incumbrances, save that Dr. Dawson is required to pay off the mortgage on the Mason county ranch within one year, is set aside for Mrs. Dawson: One hundred and twenty acre, section 2, township 21, range 3 west, Mason county, Wash. Lots 5 and 6, block T, Bell's sixth addition. The 24 feet of lot 2, block 8, and lot 1, block 6, Bell's seventh addition, which lies adjoining on the north of the south 24 feet of said lots. Lots 1 and 2, block B, Bell's heirs' second addition. Undivided one-fifth of lots 3 and 4, block 26, Bell & Denny's second addition. Undivided one-fifth of undivided one-fourth of 1/4 NW 1/4 section 27, township 24, range 4 east, King county. The household furniture and fittings in the family residence. The class awarding Mrs. Dawson alimony provides that she be paid \$150 a month for a period of four months commencing July 12, 1936, and after the expiration of that period the sum of \$125 a month until July 12, 1937, when the youngest child will pass under the control of his father; and thereafter, so long as Mrs. Dawson shall remain unmarried, the sum of \$75 a month, the last order, however, without prejudice to a demand to that end to move to vacate or modify it for cause.

Other Divorces. To be decreed by a woman who made away with \$500 insurance money, and at the same time hid her little boy away from his father, more than filed Arthur A. Connell with disquiet on married life, and yesterday she secured release from his wife Eva in the divorce court. The complaint related the fact of the marriage at Winnipeg in 1926, and the subsequent desertion a year ago last May. During their married life they acquired a tract of land 12x230 feet near this city, and built a substantial home, but April 9, 1935, the residence and improvements were destroyed by fire, and there became due \$500 on a policy issued by the Northwest National Insurance Company of Milwaukee, made payable to Mrs. Connell. Immediately after the fire, it appears, she collected \$500 of the money, without saying anything to her husband. At the same time she attempted to convey to Charles T. Burt all her interest in the real property, the consideration being stated as \$500. The issue of the marriage was a boy 9 years old at the time Mrs. Connell took French leave of her husband, and this boy also disappeared with her. The only trace of him was a letter in which the woman stated that she had taken the insurance money for the sake of the son, and she secretly concealed in the Catholic Brothers' School for Boys at River Park, Connell school for two months for his son, and since finding the child has taken care of it. The woman's whereabouts, he says, is not known except to her attorney. There was no litigation made as to the divorce, but a stipulation and statement of facts were filed relative to the property. Judge Humes accordingly granted the divorce, awarded the child to the father, ordered the deed set aside and ruled that two-thirds of the property should vest in the husband and the remainder in the wife. A decree was granted in the case of Mary I. Smith vs. William S. D. Smith, the defendant having been guilty of cruelty and habitual drunkenness. They were married at Deadwood, D. T., in 1918, and have nine children, ranging in age from 17 to 3 years. Lizzie G. Simmons was divorced from Thomas G. Simmons, and awarded the custody of their child, Laurie Jessie Simmons. The parties were married in

this city October 11, 1924. The decree was awarded in the divorce suit of Annie C. Lindstrom vs. Charles Lindstrom, and the case was set for July 21. ASSIGNEE NOT WANTED. Petition for Receiver for Seattle Dime Savings Bank. The question of a receiver to succeed Stephen E. Dawson, assignee of the Seattle Dime Savings bank, will come before Judge Langley in the superior court next Monday, when the validity of the assignment will be tested. A complaint asking for the appointment of W. H. Vincent as receiver was filed yesterday by J. L. Bates, who sues to recover \$200 on deposit in the bank. The complainant alleges that the pretended assignment was made for the purpose of defrauding the depositors and other creditors of the bank, and in order to place the affairs of the company in the hands of some one who would not force collections, and subject the stockholders to double liability. Bates complains that he and other creditors have been refused an inspection of the book containing the names of the stockholders, and a demand to that end was made during business hours.

N. F. SALE TO BE DELAYED. Suit Began by Creditors to Get Aside the F. Reclosers. The petition charges that the reorganization agreement was brought about by fraud, and the decree of sale secured in the same manner; that the general creditors are to be excluded from the distribution of the assets, while stockholders are allowed to come in and participate. If the proposed sale is allowed to take place, the creditors say, they will be unable to protect themselves, for the reason that the property is so extremely valuable that no single creditor or, indeed, possibly all the general creditors combined, would be able to purchase, as a combination of the several creditors would raise the purchase price beyond what the general creditors might be able to pay. The bill submits that it is the right of general creditors to participate in any plan of reorganization, and to the exclusion of stockholders. The suit is filed by Morton S. Patterson and H. O. Armour, of New York; E. D. Christian, of Virginia, and J. D. Smith, of Connecticut. Objections to a Receiver. A petition has been filed in the superior court for the removal of Samuel Rosenberg as receiver of the City of Paris in the case entitled Johanna Grunbaum vs. Maurine A. Grunbaum. It is claimed that the receiver is a close friend of the Grunbaums, and during his absence in the East has left them in control of the business; further, that the receiver has a large business of his own which prevents him from giving his attention to the receivership. The claims of G. V. Grunbaum for \$3,000 and Johanna Grunbaum for nearly \$5,000 are alleged to be fraudulent. The petition will be heard by Judge Osborn this morning at 11 o'clock.

New Suits Filed. Actions were begun in the superior court yesterday as follows: J. I. Bates vs. the Seattle Dime Savings Bank and Stephen E. Dawson, assignee—to recover deposit, \$200; petition for appointment of receiver. Northwestern and Pacific Hypotheek Bank vs. Edward M. Crawford et al.—Promissory note and mortgage, \$1,200. Lizzie G. Simmons vs. Thomas G. Simmons—Divorce and petition to set aside deed. Lizzie G. Simmons vs. Thomas G. Simmons—Divorce. Northern Counties Investment Trust vs. Genevieve Farrar et al.—Promissory note

and mortgage; petition for appointment of receiver for lots 5 and 6, block 3, Edges & Knight's addition. The Southern-American Mortgage Company vs. G. L. Manning et al.—Promissory note and mortgage, \$1,200. E. R. Bushnell vs. W. A. James et al.—Transcript from justice court, \$2.07. A. C. Anderson et al., as executors, vs. John Stadmann—Promissory note and mortgage, \$1,000.

Court Notes. Judge Langley has directed Jerome C. Linn, receiver of the Farmers' Insurance Company, to pay a dividend of 29 per cent. The case of H. R. Chalkin et al. vs. George C. Woolley et al. was argued before Judge Osborn yesterday and taken under advisement. In the matter of the estate of James A. McPhee, the deposition of and taken at private of William, Donald and Alexander McPhee, relatives of the deceased in Nova Scotia. Judge Langley has appointed R. D. Sherman guardian of Oliver L. Sherman, minor heir of Christopher Hansen, deceased. The parties are R. R. Spencer and M. D. Ballard. The pretreated argument in the case of the Manhattan Trust Company vs. the Seattle Coal and Iron Company was concluded in the equity court yesterday, and the case submitted. Erik Lindola was transferred from police headquarters to the county jail yesterday to await trial before the superior court on a charge of assault with a deadly weapon. His bond is fixed at \$1,000. The jury cost bills of the superior court for June, amounting to \$1,370.00, were approved yesterday by Judge Humes and Judge Osborn. The bill for the criminal department was \$209.50 and for the civil department \$60.

Articles of incorporation of the Gus Brown Company were filed with the county auditor yesterday. Incorporators, William Harris, Mackie Harris and B. Harris; object, to conduct a mercantile business; capital stock, \$15,000, in \$10 shares; principal place of business, Seattle. Brooks O. Baker is hard after W. F. Hays against whom he recovered a judgment for \$2,000. The bill for the original department was \$209.50 and for the civil department \$60. The bill for the original department was \$209.50 and for the civil department \$60.

The remittitur of the supreme court affirming the judgment for defendants in the case of Daniel B. Glass vs. J. M. Colman et al. has been received by the county clerk. The case grew out of the disastrous West Street hotel fire. Remittitur was also received in the cases of the State of Washington vs. Thomas Clayborne and Henry Carlens et al. vs. Henry & West Mill Company. The last will of the late Henry Thode, which was filed for probate in the superior court yesterday, bequeaths to his two daughters, Helene Margarethe and Marie Emilie, and to his son, Otto Morfin, 5, 5 and 3 years old, respectively, \$500 each. The residue of his estate is given to the widow, who is named as executrix with-out bond. The estate is valued at \$2,700, and consists principally of 150 acres of land in King county. All fishing tackle reduced. Hardy & Hall. Duwamish dairy ice cream—pure cream—for Saturday and Sunday, strawberry or raspberry flavor, 50c quart; two quarts, 60c; 3 gallon. The Great Northern will run an excursion to Everett Sunday, July 13, leaving Seattle 8:30 a. m. Fare only \$1.00. Attend the Liquor Dealers' picnic at East Seattle, Sunday, July 12.

Children Cry for Pitcher's Castoria.

MANTELS, GRATES, TILING. Modern Designs. Low Prices. Z. C. MILES CO., Yearl Way, Between First and Western Avenues. T. F. DAVIDSON, Successor.

MUSIC'S SOFT CHARM. Political Excitement Gives Way to Quiet Harmony. THE P.-I. CONCERT TONIGHT. Headmaster Wagner Has a Delightful Programme Arranged for the Event.

The programme arranged for the special concert in front of the Post-Intelligencer office tonight appeared in yesterday's Post-Intelligencer and was the subject of much favorable comment. It presents several selections familiar to Seattle audiences, and they are those that have been received with the greatest favor in the past. There are no tunes like the old ones, whose varying choruses strike a responsive echo in the heart and reawaken memories and thoughts born of the same melodies in the past. The scent of a flower is potent in opening the floodgates of memory, and with the greatest favor in the past. There are no tunes like the old ones, whose varying choruses strike a responsive echo in the heart and reawaken memories and thoughts born of the same melodies in the past.

As such the rendition of the basic melody, "My Old Kentucky Home," with the harmonious superstructure suggested by musical culture, promises to be the gem of the evening. It was followed by "Lullaby of the Sea," in which exquisite phrasing runs amuck, the hurried tones now carrying the ear by storm and anon holding the startled imagination to rest. Muscat's "Jolly Musicians" comes as comedy after tragedy. It has been heard here several times, but its galling strains, punctuated by an occasional laugh from the instrumentalists, always seem a pleasing novelty. The opening march by Sol Asher is up to the usual standard of that artist's compositions, and the remaining numbers of the programme are recognized favorites. By special request "Narcissus," arranged by George T. Gardner, formerly of the First Regiment band, of Seattle, will be rendered. It is one of the most beautiful and popular airs in the repertoire of the band. But a few hours will now intervene before the music lovers of the city can have the opportunity of enjoying these melodies and can say with one of Shakespeare's characters: "Let the sounds of music Creep in our ears; soft silliness and the Right Become the touches of sweet harmony."

Following is the programme: March—"Salute to Yakima".....Sol Asher Overture—"Strada".....Plotow Waltz—"Breeze of the Night".....Lamotte Selection—"Marians".....Wallace

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The Receiver Must Have Money. In Order to Satisfy the Creditors of the City of Paris Dry Goods House. No. 711 Second Avenue.

You must have dry goods, and if the Receiver will sell them to you 50 per cent. lower than other houses can, you will buy them at this sale. Some prices mentioned for today on very desirable articles:

A lot of Children's Mail Sun Hats, all colors, will be sold today at 10c each. A lot of Children's Embroidered Sun Hats, white only, will be sold today at 10c each. A lot of Children's Underwear, Vests and Pants, will be sold today at 10c each. A lot of Ladies' Silk Underwear (sleeveless), will be sold today at 10c each. A lot of Ladies' All-Silk Underwear (long sleeves), will be sold today at 10c each. A lot of Ladies' Summer Corsets, will be sold today at 10c each. A lot of Pearl Buttons, white, fine quality (4 sizes), will be sold today at 10c each. A lot of Men's Underwear, Shirts and Pants (ribbed), will be sold today at 10c each. A lot of Men's Lisle Underwear, Shirts and Pants (ribbed), will be sold today at 10c each. Investigate the merits of this GREAT DRY GOODS SALE and you will be satisfied.

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Shirt Waist Sets, 50c, 75c, \$1. BELTS AND BELT PINS at Proportionately Low Figures. At Hansen's, No. 706 First Avenue.

THE MACDOUGALL & SOUTHWICK CO. ANNUL MIDSUMMER CLEARANCE SALE. Annual Midsummer Clearance Sale. STARTS TODAY. WITH HUNDREDS OF REMARKABLE BARGAINS. TODAY'S OPENING SPECIALS INCLUDE: Dress Goods, Wash Goods, Gingham, Duck Suitings, Laces, Trimmings, Gloves, Millinery, Curtains, Furnishings, Clothing, Hosiery, Underwear, Table Linens, Cloaks, Capes, Tailor-Made Suits, Skirts, Muslin Underwear, Shoes, Draperies, Hats, Toilet Articles. Every Department Is in This Sale. IT IS AN OPPORTUNITY TO BUY GOODS AT PRICES FAR LOWER THAN HAVE YET BEEN QUOTED HERE. Sale Starts at 9:00 A. M. Today.