CONFESSES TO FORGERY

Kinney Turns State's Evidence in the Heaton Case.

HOW THE COUNTY WAS ROBBED.

While He Admits Signing a Fictitious Name to an Order, the Supervisor Claims He Did It at the Dictation and for the Benefit of Heaton—The Commissioner Could Do No Wrong, Therefore Whatever He Told Kinney to Do He Did Without Question—Heaton Held in $1,200 Bonds.

In Justice Austin's court yesterday morning and afternoon a man 40 years old, and who has been in politics enough to be elected road supervisor, confessed that he committed forgery and had defrauded the road and bridge fund of King county for the sole benefit of ex-County Commissioner Heaton. This man was Supervisor F. S. Kinney.

He gave the court to understand that throughout the entire transaction he was like an automaton, obeying with implicit confidence a superior will power. This power was Mr. Heaton, and when Mr. Heaton told him to borrow money from Fred Twichell to help him, he toed the scratch like a little man, assigned every cent that was justly due him (Kinney) from the county, and, to complete the job, obeyed this hypnotizing force to the extent of certifying that Levi Hays, an imaginary person, performed $90 worth of work on the Smithers road in district 16, near Renton.

Childlike and bland, Mr. Kinney said that Mr. Heaton had given him some kind of a paper as an indication of indebtedness, but that he did not know whether this paper was a receipt or a promissory note, or what it was. He never saw a promissory note to his knowledge, and would not know one if he saw it.

Then he said that when he signed the forged order on the road and bridge fund in order to reimburse Twichell, who had made the cash loan, he supposed he was doing right; that Mr. Heaton said so. It had never popped into his mind that the paper he had was evidence of a personal obligation, because he had thought he was acting as a trustee for the road and bridge fund, and that Mr. Heaton's indebtedness was to the fund instead of to himself.

When Attorney Dore asked Kinney if he thought it was all right for a county commissioner to steal, he replied that he guessed it was.

"Have you this paper that Mr. Heaton gave you?" asked Mr. Dore.

Kinney replied that he had given it to Assistant Prosecuting Attorney Hart, and when Mr. Dore tried to get that paper the big fight of the day started. The state appeared determined to suppress this little piece of paper, and on the other hand the defense was bound to find out exactly what was on it.

In the morning Assistant Prosecuting Attorney Hart triumphed, but in the afternoon the defense took another tack and compelled the state to produce the paper.

The Promissory Note.

This is the paper that Mr. Heaton gave Road Supervisor Kinney when he borrowed money of him:

"April 17, 1896.—I promise to pay F. S. Kinney $80. "W. H. HEATON."

The defense claims that it gained a great victory in forcing the prosecution to bring forth this mysterious paper, thereby establishing conclusively that the ex-county commissioner made an out-and-out loan from Kinney, and was not afraid to acknowledge the debt on paper. It also claims that the note proves that the money was loaned April 17, whereas the forged order bears the date of April 11. Moreover, it asserts that by Kinney's own confession, Heaton went out to Renton at Kinney's request to look over the proposed work on the Smithers road, and that Mr. Smithers was present when Mr. Heaton authorized Kinney to proceed with the work.

Through questions asked Kinney by the defense, it was easy to arrive at the conclusion that Heaton claims Kinney was told that the work would be allowed at $90. Kinney denies that anything was said about $90.

Assistant Prosecuting Attorney Hart said he would have been willing for the defense to see the note in the first place, only he did not like the way Attorney Dore went at it. "It did not amount to anything," added Mr. Hart.

Attorney Dore and his associate in the case, Frank Randolph, said it did amount to something, and that the state had been trying to suppress it. As to the way he went about it, Mr. Dore said he didn't see anything wrong in demanding that the defendant should have his rights.

At Daggers' Points.

The state and the defense are at daggers' points on the question of uncorroborated evidence. The defense claims that it was solely through the testimony of Kinney, who was jointly charged with Heaton, that Heaton was bound over to the superior court, and that it is a well-established principle of law that a man cannot be convicted on the uncorroborated evidence of an accomplice. The state says that a man may be convicted in this manner, but asserts that it produced other evidence of importance at the preliminary.

The case has already aroused much feeling, and there will be a bitter struggle in the superior court. Heaton's friends do not hesitate to attack the prosecuting attorney's office on the ground that it is discriminating in favor of County Commissioner Boyce, who has admitted that he took money out of the road and bridge fund to loan Heaton. The county officials claim they have no desire to shield any one, and that they will proceed without fear or favor in their prosecutions.

Heaton on Hand Early.

The announcement yesterday morning in the Post-Intelligencer that the Heaton case would be brought to a climax had the effect of bringing a big crowd to Justice Austin's court. Heaton was on hand early, accompanied by Deputy Sheriff Lane. John F. Dore and Frank Randolph, who are conducting Heaton's case, soon appeared and chatted with their client. F. S. Kinney, the road supervisor who was arrested jointly with Heaton, appeared with Fred Rice Rowell, his attorney. J. Donlan, the Gilman road supervisor, who is also charged with using the road and bridge fund to his advantage, was present in company with his attorney, W. H. Morris. Richard Winsor, who is associated with W. R. Gay in the Levi G. Smith case, occupied a chair inside the railing. Assistant Prosecuting Attorney Hart appeared with his little sarcastic smile, reinforced by a number of law books.

Justice Austin was looking fine, and entered on the hearing of what turned out to be a hotly-contested case without a wrinkle on his brow.

The state chose to proceed against Heaton in the case wherein he and Road Supervisor Kinney are jointly charged with forgery.

Statement of the Case.

Following is a brief statement of the case: Kinney was road supervisor for road district 16, in ex-County Commissioner Heaton's district. The claim of the state is that Heaton and Kinney forged the name of Levi Hays, a fictitious person, to a road order, on which it was claimed that Hays did $90 worth of work on road No. 89. This road may be called the Smithers road in order to do away with technical language.

Heaton desired to be examined separately, so the case proceeded on that line. Assistant Prosecuting Attorney Hart started in by calling H. H. Bertram, R. Bunstein and J. H. Putnam, who live in road district No. 16. Their testimony showed that, so far as they knew, Levi Hays was an imaginary person, and that the work attributed to him in the forged order had never been done.

Springs His Sensation.

Then Mr. Hart sprung his sensation. It was the calling of F. S. Kinney to the witness stand. Heaton's attorneys sized up the situation immediately. The man who was supposed to be Heaton's confederate had turned state's evidence.

Kinney did not look happy as he slid into the witness chair. Later in the day he said that he did not expect to be called as a witness, and he probably wishes he had not been, after hearing the scathing words of Attorney Dore, who termed him a forger and informer. Kinney is a large man with red face and hair that blends well. He has blue eyes, one of which he says is no good.

Mr. Hart worked up to the confession by easy steps, and before he plunged into the mud Mr. Dore asked Kinney if he was willing to testify against Mr. Heaton and himself. Kinney replied that he was going to tell the truth. The crowd was on keen edge and listened for every word. Unfortunately Kinney developed weak lung power and stumbled along.

Kinney's Confession.

Kinney's confession, after removing a large part of wandering statements, follows:

He says that he was a road supervisor, elected by the people, in district No. 16, and he had held office for two years; that he was 40 years old and had lived in the state seventeen years. Sometime in April or the latter part of March, at his request, Mr. Heaton, the county commissioner, went down to examine a piece of work that was wanted on the Smithers road. Mr. Heaton himself and Mr. Smithers went over the road to examine it, and after the examination and in the presence of Mr. Smithers, Heaton told him to go ahead and do the work, but he didn't remember the price agreed upon for the work. Thereafter, and about April 17, 1896, he received a telegram from Mr. Heaton and in reply came to the city to see him. Heaton asked him if he couldn't make him a loan, as he (Heaton) was in need of money. Kinney said he told Heaton that he did not have the amount coming to him that Heaton wanted to borrow; that he had some $40 or $50 due on labor account. Heaton, according to Kinney's story, told him to go up to Fred Twichell and assign to Twichell his account for labor and tell Twichell that he had a piece of contract work which he was doing and would pay him the balance of the money as soon as the work was completed; that upon the assignment of the account Twichell let him have $100, giving him a check payable to himself. Kinney got the check cashed at the Puget Sound National bank and went to Heaton's office and let him have the money. He afterward admitted that Heaton had given him a receipt or something of that kind, and that Heaton was to pay it back out of his next month's salary.

About the latter part of the month he came to town and met Heaton on the street. Heaton told him to come up to his office and fix out his account on that contract work. He accompanied Heaton to his office and Heaton prepared a bill in the usual form on the road and bridge fund for $90, payable to one Levi Hays. He said he told Heaton that there was no such person as Levi Hays, and that Heaton told him it did not matter, and thinking the commissioner knew his business he certified to the work being done and signed the name of Levi Hays to the order, admitting that he forged the name of Hays to the order, and that he knew the work had not been done. He also admitted in this connection that he (Kinney) made out an assignment of the bill to Twichell and forged the name of Levi Hays to the assignment; that he himself took the bill and assignment thus forged to the auditor's office and filed it, and that thereupon a county warrant was duly issued payable to Levi Hays and marked as assigned to Fred Twichell.

He said he knew that the work had not been done and that he knew there was no such person as Hays, but he supposed Heaton would make the amount good to the district, as he had agreed to do it. He did not think he was acting in his individual capacity, but was loaning the money to Mr. Heaton as trustee of the road district. He stated that he did not know whether the paper he got from Heaton when he made the loan was a receipt or a promissory note; that he did not know what a promissory note was, as he had never had one, and did not know that he would recognize one when he saw it.

He was asked if he then had the paper in his possession which Mr. Heaton had given him. He said he did not, as he had given it to the assistant prosecuting attorney, Mr. Hart, last Saturday, and that he thought Mr. Hart now had it.

Mr. Hart was then asked by the attorneys for Mr. Heaton to produce the paper. Mr. Hart admitted that he had the paper, but refused to deliver it. The court was then asked to require Mr. Hart to produce the paper, and after a lengthy argument on the legal status the court decided that it did not have the power to compel the state to produce this evidence of indebtedness.

The defendant then demanded that a subpoena duces tecum issue, directed to Prosecuting Attorney McElroy, Hart and Kinney, requiring them to immediately produce the paper. This subpoena issued and was placed in the hands of Constable Brogan, and the court took an adjournment until 1:30 p. m.

When the court convened the confessed forger, Kinney, who had turned state's evidence, was put upon the stand for further cross-examination.

In the course of the cross-examination in the afternoon Kinney said that it was his duty to certify to work done in his district.

"How did Twichell happen to loan you $100 on a $90 order?" asked Mr. Dore.

"I said I had a contract for $100 and Mr. Twichell gave me the money."

The witness went on to explain that he let Heaton have $80 because that was all he could pay back to the county the next month.

He Did Not Know.

Dore and the witness had a discussion as to the exact nature of the paper that Heaton had given Kinney, and which Hart had refused to produce. Kinney spoke of it as a "receipt."

"Give the words of the 'receipt' as you remember them," said Mr. Dore.

Kinney was uncertain, but thought it ran as follows: "Pay me $80 on 17th of next month."

"Was it not a promissory note?"

"I don't know whether it was a promissory note. I never had one."

"Isn't it a fact that you have been to Heaton since last May and asked for the money on this affair?"

"No; I met Heaton in January, 1897, and he told me I had a note against him, and that he would pay it when he got on his feet. I understood he borrowed the money from the county, and supposed he had put it back. When he told me he had not, I told him he had put me in a nice fix. I never thought I had a note individually, but as trustee for the road and bridge fund."

"As trustee for the road district?"

"Yes; I thought I held this paper as trustee or something like that for the road district."

He loaned Mr. Heaton $40 on one other occasion. He considered it district money. He said that the road district owed him $40 or $50 when he got $100 from Twichell.

Kinney admitted that Mr. Heaton came to Renton to look at a road to see how much work was needed. Mr. Smithers was there. The witness denied that $90 was the estimated amount.

"How was the second loan arranged?"

"I came down to Seattle and met Heaton. He asked about the work I was doing, and I told him about a bridge contract. He said he wanted to borrow $40, and said, 'Put that in the contract,' and I did so."

"Did you think that was right?" asked Mr. Dore.

"Yes; Mr. Heaton said it was right."

"I suppose you would have jumped overboard if Mr. Heaton had told you to do so."

"I object to that," said Mr. Hart.

"How did you happen to use the name of Levi Hays?"

"Mr. Heaton told me to."

Kinney said that he signed "Hays'" name at Heaton's dictation, and also certified that the work was done, while under the same influence. The writing in the body of the order descriptive of the work done was written by Heaton himself.

"Heaton told me if anything came up, which was not likely, to say that a fellow came along and I gave him the contract."

The last point was brought out by a question from Mr. Hart.

Commissioners Can Steal.

Mr. Dore went at Kinney again and made him admit that he knew Hays was an imaginary person.

"A county commissioner can steal, and it is all right?" inquired Dore.

"Yes; I suppose so," replied Kinney.

Mr. Kinney looked relieved when Mr. Dore remarked in a sarcastic manner that he was done with the witness.

"The state rests," said Mr. Hart.

Then Mr. Dore inquired if Constable Brogan had made a return on the subpoena. "No, sir," replied the clerk.

"What time was it made returnable?" inquired Mr. Dore. "One thirty," said the clerk, and still the constable was missing. Mr. Hart smiled and Mr. Dore looked stern.

"I will call Assistant Prosecuting Attorney Hart to the witness stand," thundered Mr. Dore.

"As a witness for the defense?" inquired Mr. Hart. "The state is through."

"Yes, for the defense," replied Mr. Dore.

Hart was sworn, and then Mr. Dore went in to find out all about that mysterious note, receipt or whatever it was that Heaton had given to Kinney.

"It was a certain paper in writing relating to the affairs of King county," said Mr. Hart.

"Have you got it?"

"Yes."

"I want to see it."

"You cannot. I stand in the relation of attorney to King county, and the law upholds my refusal," was Mr. Hart's reply.

Mr. Dore argued to the point that it was important to have the paper in court.

Mr. Hart replied that the defense was trying to make the state show up things in connection with the case which it did not want to, and which were not material to the main issue.

"If it is produced it will have to be done through Mr. McElroy, the prosecuting attorney, instead of me," said Mr. Hart.

"This paper," said Mr. Dore, "does not belong to the county or state. Is Mr. Kinney Mr. Hart's client? The law relates to a communication made by a client to his attorney. Mr. Kinney is the co-defendant with Mr. Heaton, and turns state's evidence. When asked about this paper he says he gave it to Mr. Hart. This paper is now being suppressed, and I think it is fair to have it produced."

Justice Austin said he was inclined to think the defense had a right to the paper.

Mr. Hart objected to the process followed by Mr. Dore as to the paper. Mr. Dore retorted that he only demanded the defendant's rights.

Hart replied that he did not care for the paper, but he did not think proper courtesy had been shown.

"I think the defendant is entitled to the paper," said Justice Austin.

"I will let him have the paper," said Mr. Hart, as he went down into a bundle and pulled out a small piece of paper and handed it to Mr. Dore, who smiled for once.

Mr. Dore called Mr. Kinney to the stand and gave him the paper, which he read in open court as follows:

"April 17, 1896.—I promise to pay F. S. Kinney $80. W. H. Heaton."

"This is the paper Mr. Heaton gave you?" "Yes, sir."

Gasch on the Stand.

Short-lived interest was aroused when Fred Gasch, ex-chairman of the county commissioners, took the stand. He said he had lived in Seattle thirty-seven years. He identified his signature and that of Mr. Heaton to the road order in question and failed to identify writing inside the bill as that of Mr. Heaton. He said:

"These bills come from the auditor's office and are put on the desk of the commissioner in whose district the work is done. Then they come to the chairman. I signed this bill on the strength of Mr. Heaton's signature. After the chairman signs a bill it goes to the auditor's office and is indorsed. After this a warrant is issued."

Ex-Auditor Beman said that a road and bridge bill might come either to the auditor's or commissioners' office. After being filed and allowed it went to the warrant clerk.

A large book was introduced, which Mr. Beman identified as a county record. Through this book it was found out that the Levi Hays warrant was issued May 18, 1896, and was received by the Seattle Savings bank.

Mr. Beman said that there were two funds, one called the "road and bridge fund" and another called the "road fund." He said that it was nothing unusual for a commissioner to fill in the description of work on a road order for a road supervisor. The defense brought this out to show that Heaton was following a custom in writing in the body of the Hays order. Beman said it would be more difficult to discover frauds in the road and bridge fund than in the road fund, as the former was a general fund and the latter related to different road districts. If a warrant was drawn specifically against a certain road district it would attract the attention of men in that district. A warrant drawn against a general fund would not attract so much attention.

Mr. Dore said he had no more witnesses, but thought it would be well to proceed with the other cases against Heaton, and then one argument could be made to apply to all.

"I prefer to get this case settled and waive the opening argument," said Mr. Hart.

This move on the part of the prosecution made Mr. Dore remark that this was a peculiar proceeding, but he presumed the prosecutor did not want to give him an opportunity to reply. Then Mr. Dore took the floor and looked around as if trying to fasten his eyes on Kinney. He did not see him, and so had to forego the satisfaction of talking directly to him.

"I should say," remarked Mr. Dore in measured tones, "that the prosecuting attorney has not charged a crime in his complaint." This was too slow for Mr. Dore, so he jumped the traces and went at Mr. Kinney. First he took up his story about having implicit confidence in County Commissioner Heaton and not knowing a promissory note from a buzz saw. A few cutting remarks followed about the innocence of Mr. Kinney at the age of 40, and then came the declaration that if Mr. Kinney met a friend on the street and told him the same story he had told the court, that friend would be compelled to smile in a sad, wan way and reply that he could not believe it.

Forger and Informer.

"You have a right," said Mr. Dore, addressing the court, "to say to the prosecution, 'Prove your case.' You have it from this man Kinney himself that he is a forger and an informer. He should not reach out and try to grab others by the throat and drag them down to his own level. He has confessed in this court today that he signed the name of Levi Hays to an order, knowing that Hays was an imaginary person, and that the work he represented done was not a reality. He has attempted to give this court to understand that he acted innocently in every particular, and that he believed he was acting as trustee for the road and bridge fund when he received a promissory note from Mr. Heaton for money loaned. With every breath he has sought to grasp the throat of the man who is kept in the county jail and denied the right of visiting his sick wife and her six children. It is the old, old story of jumping on the man who is down."

Mr. Dore could not repress the inclination to take a shot at the press, which, he said, was after Mr. Heaton as well as the rest. "You ask, why did Mr. Heaton approve this road order? He did it because a man who had been elected to the office of road supervisor, and who is charged with knowing what is done in his district, said on honor that the work had been done. Mr. Heaton was not Mr. Kinney's boss."

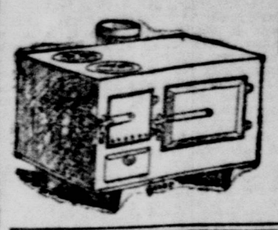
In closing, Mr. Dore made a strong appeal on the point of uncorroborated evidence of an accomplice, urging that there was no other evidence than that of Mr. Kinney, by which the state could possibly expect to hold Mr. Heaton for trial.

Mr. Hart replied briefly, but with great vigor, that a jury could not help believing Mr. Kinney, and that although he might have done wrong, Heaton was the man who had done the writing in the body of the road order. He then went on to say that three witnesses had sworn that Hays was an imaginary person and that the alleged work was never done. He enunciated the principle that a jury might convict a man on uncorroborated evidence of an accomplice, and this made Mr. Dore smile.

Justice Austin said that there was sufficient evidence to warrant him in binding the defendant over to the superior court for trial, and after some further discussion fixed his bonds at $1,200. Mr. Heaton was unable to give bonds and was taken back to the county jail.

The case of Joe Donlan was called, but owing to the enforced absence of an important witness it was continued until this morning. W. H. Morris, who represented Donlan, was anxious to have the case heard, but was forced to submit to the desires of the prosecution. The other cases against Heaton will probably be disposed of today.

The cases against Levi G. Smith were continued by Justice Ingersoll to April 7 at 10 o'clock.



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WAITING FOR THE LAW.

A Tide Land Case Subject to the Provisions of a New Act.

The case of Mary A. Denny vs. the Seattle, Lake Shore & Eastern railway, which is on appeal to the superior court from a decision rendered by the board of state land commissioners, was called before Judge Moore yesterday, but was continued until April 6 by order of the court. The continuance was ordered for the reason that a law affecting such cases was recently passed by the legislature, and as there was no copy of it to be had, adjournment was taken until such a time as the court might read up on the law.

It is understood that under the new law parties purchasing property adjoining the water front are given the prior right to purchase tide lands adjoining such property to an extent necessary for such improvements as are desired to be made.

The case that was up yesterday on appeal involves the ownership of the old Yesler wharf property, one of the most important of all the appeal cases. Several of the leading law firms in the city are engaged in the case, and if a large number of law books is any criterion of the importance attached to it, the case will be one of the hardest fought in months, as the tables in Judge Moore's court room were literally covered with books and papers yesterday.

Noble Damage Case.

D. R. Noble and Arloner Noble, parents of the late Judd Noble, filed an amended complaint in the superior court yesterday in the case brought by them some time ago for $15,000 damages for the death of their boy. The complaint alleges that on December 28, 1896, and for some time prior thereto, Railroad avenue was in an unsafe condition for travel, and rendered more so because there were no danger signals. On the day mentioned Judd Noble, while attempting to cross the avenue in the discharge of his duties as a clerk for Ainsworth & Dunn fell through the planking and was drowned.

The parents further allege that because of their old age they were in a great measure dependent upon their son for support, and believe they are entitled to $15,000 from the city for its negligence in not keeping the avenue in proper repair.

A Verdict for Swim.

Amos U. Swim, a car repairer on the Great Northern railway, was given a verdict for $380 by a jury in Judge Benson's court yesterday in his case against the Equitable Indemnity Company. Swim was insured in the indemnity company for $15 a week against accident, and while working at his trade at Interbay was severely injured by being struck with a heavy stick of timber. This accident laid him up for six or eight months, but with the $15 a week he felt that he could get along all right. He was incapacitated from working for twenty-six weeks, but when he made a claim for what was due him, $390, the company refused to pay. He then brought action to recover, the jury bringing in a verdict for the full amount, less $10 for his membership during the time he was ill.

Habeas Corpus Writ Refused.

Testimony in Judge Jacobs' court yesterday showed conclusively that Flora Lee, the young girl over whom a fight is being made for possession by her mother, Nora M. Lee, is being well cared for by Mr. and Mrs. Charles Powers, of Ballard, in whose custody she was placed during the pendency of a divorce case. Such being the case, Judge Jacobs promptly refused the writ of habeas corpus, and remanded the girl back to the Powers family pending the divorce trial, which has been hanging fire for several weeks. He also set the trial for divorce down for next Friday and gave the parties to understand that he would not countenance any more delays.

Report of Assignee.

C. Livingston, assignee of Letts & Gibson, insolvent debtors, submitted the following list of creditors yesterday to the superior court: Triest & Co., $65.75; A. Sillz & Son, $38; M. Franklin & Bro., $222.90; Lowenberg & Co., $70.25; Foot, Schultz & Co., $60; Tarbox, Schlick & Co., $125.50; W. Cahen, Hirsch & Co., $89.83; L. & G. Brennoer, $63.05; H. Wolf & Bro., $56.68; L. Lowenthal Sons & Co., $53.50; Washington Rubber Co., $23.26; Northwestern Shoe Co., $14.25; Fleischner, Mayer & Co., $472.03; Johnson-Fife Hat Co., $277.26; Mary A. Calhoun, $41.65; Arthur Letts, $1,715.38.

Experting County Clerk's Books.

The county commissioners evidently feel so elated at the showing made in the examination of books and records of certain county officials that they have ordered an investigation of the books of the county clerk and appointed Expert C. P. Dam to do the work. Mr. Dam will be assisted in the work by Walter B. Allen, clerk of Judge Moore's court. It will probably take several months to do the work.

Its Unlucky Day.

The Equity Indemnity Association had a hard time of it yesterday in the courts. Besides losing the case brought by Amos Swim in Judge Benson's court, it lost the action brought against it by H. E. McDonald, which had been transferred from the civil department to Judge Jacobs' court. This latter case involved the loan of $1,000 by McDonald, $800 of which was paid. The jury, after being out a few minutes, returned a verdict for McDonald of $277.85.

Judgment in Hays Case Set Aside.

The supreme court has affirmed the decision of the superior court in the case of Brooks O. Baker vs. W. F. Hays. By this decision Baker recovers $834.45 from Hays and his bondsmen, P. D. Hamlin and J. M. Frink, also 10 per cent. interest and costs. In the appeal Baker was represented by J. M. Wiestling and Hays by himself.

Marriage Licenses.

Licenses to wed were issued yesterday to J. C. Sedgwick and Sophia Harris, both of Newcastle, and E. D. Inman and Alberta Sanderlin, both of Auburn.

New Suits Filed.

In the superior court yesterday actions were begun in the following cases:

H. P. Decker et ux. vs. Eugene W. Clark—Return of property or $300.

Mary B. Britain vs. George W. Britain—Divorce.

Portland Savings Bank et al. vs. J. D. Chase et al.—Promissory note and mortgage, $1,000.

Martha H. Wiltbank vs. Hannah A. Bullene et al.—Promissory note and mortgage, $2,200.

Court Notes.

Rudolph Dutch, a native of Germany, was yesterday admitted to citizenship by Judge Jacobs.

Judge Jacobs yesterday set the time for hearing the divorce case of Nora Lee vs. F. G. Lee for Friday, April 2.

The city of Seattle filed demurrers yesterday to the complaints of E. A. Bridgman and W. R. and D. C. Brawley.

Judge Jacobs signed the judgment of $2,250 secured several days ago by Edward S. White and wife against the city of Ballard.

A. J. Baker, J. C. Parsons and D. S. Galloway were appointed appraisers of the estate of Mary E. Longstaff yesterday by Judge Langley.

Findings of fact and conclusions of law in the case of Frank A. Frederick, as administrator of the estate of P. Frederick vs. James Readman et al. were signed yesterday by Judge Moore.

An order confirming sale of property in the case of the National Bank of Commerce vs. D. K. McDonald was signed by Judge Moore yesterday. The property was bid in by the plaintiff for $1,600.

The order confirming the sale of property in the case of George Dorn vs. Fredolin Wilhelm et al., by Referee M. F. Backus to Ralph Hopkins, for $2,850, was signed yesterday by Judge Moore.

The decree in the case of E. M. Herrick vs. U. R. Niesz et ux., in favor of the defendants was signed by Judge Moore yesterday. An exception was made to the order by the plaintiff, which was noted.

For failure to pay $35, as ordered by the court, P. A. McDonald, defendant in the case of J. S. Elliott vs. P. A. McDonald, will be arrested and taken before Judge Benson to answer why he did not do as ordered.

Complaints from Justice Ingersoll's court, charging George Pearson with the crime of grand larceny; M. O'Brien and W. H. Moore with burglary, and Newton Hunter with attempted rape, were filed in the superior court yesterday.

Findings of fact and conclusions of law were signed yesterday by Judge Jacobs in the divorce case of Grace Burns vs. James P. Burns, in which the former sues for divorce on the ground of desertion. The decree will follow shortly.

Receiver George E. Aust, appointed by the court to take charge of the business of Kass & Co., petitioned the court yesterday for an order to sell the remaining stock in his hands to C. E. Downie for $100 cash and the balance, $300, in thirty days. Judge Moore granted the order.

Judge Moore signed an order yesterday in the case of W. J. Bryant and D. K. Howard vs. James Readman et al., an appeal from the decision of the state land commission, in which he ordered that the appeal be dismissed unless the appellants pay the expenses of the respondents within ten days.

TO CURE A COLD IN ONE DAY

Take Laxative Bromo Quinine Tablets. Druggists refund money if it fails to cure. 25c.

BREVITIES.

The masquerade to be given Wednesday night by the Ivanhoe Club will not take place at Brewer's hall, as stated in Sunday's Post-Intelligencer, but at Morris hall, corner of Ninth avenue and Yesler way.

Many people, with the notion that nature ought to take care of herself, allow a cough to plague them for weeks and months. Whereas, if nature were assisted with a dose or two of Ayer's Cherry Pectoral, the cure might be effected in a very few days.

Get Alaska Tickets.

Pacific Coast Steamship Company office, 606 First.

Only twenty-three hours' run from Seattle to Rossland if you take the Northern Pacific line. You save an entire day by using this line.

F. W. Hankey returns to Okanogan county on April 7.

Gladness Comes

With a better understanding of the transient nature of the many physical ills, which vanish before proper efforts—gentle efforts—pleasant efforts—rightly directed. There is comfort in the knowledge, that so many forms of sickness are not due to any actual disease, but simply to a constipated condition of the system, which the pleasant family laxative, Syrup of Figs, promptly removes. That is why it is the only remedy with millions of families, and is everywhere esteemed so highly by all who value good health. Its beneficial effects are due to the fact, that it is the one remedy which promotes internal cleanliness without debilitating the organs on which it acts. It is therefore all important, in order to get its beneficial effects, to note when you purchase, that you have the genuine article, which is manufactured by the California Fig Syrup Co. only and sold by all reputable druggists.

If in the enjoyment of good health, and the system is regular, laxatives or other remedies are then not needed. If afflicted with any actual disease, one may be commended to the most skillful physicians, but if in need of a laxative, one should have the best, and with the well-informed everywhere, Syrup of Figs stands highest and is most largely used and gives most general satisfaction.

The MacDougall & Southwick Co.

Ladies' Suit Department.

We are showing the most magnificent lines of Ladies' Suits, Tea Gowns, Wrappers and Jackets ever shown in the West. The materials are of the best quality. The workmanship will stand the Closest inspection, and the prices are surprisingly low.

Tailor Made Suits.

We are now ready to show all the novelties of the season that Dame Fashion has named most stylish, most serviceable, and at such prices as will demonstrate better than ever the money-saving power of our store.

Ladies' Tailor-made Suits, fly front jacket, half lined with cardinal silk, 4-yard skirt, percaline lined, velvet bound, in navy and black all-wool serge, at $6.98.

Ladies' Tailor-made Suit, in fly front jacket, half silk lined, 4-yard skirt, percaline lined, velvet bound, in navy and black twilled serge, at $8.88.

Ladies' Tailor-made Suit, made of cheviot serge in navy and black, fly front jacket 21 inches long, coat collar, flap pockets, half silk lined, percaline lined skirt 4 yards wide, $9.98.

Ladies' Tailor-made Suit, made of tan mixtures, fly front jacket, half silk lined, 4-yard skirt percaline lined, velvet bound, at $9.98.

Ladies' Tailor-made Suit, in mixed coverts in tan and gray, fly front jacket half silk lined, 4-yard skirt percaline lined, velvet bound, at $12.50.

Ladies' Tailor-made Suit, in tan covert, fly front jacket, full silk lined, 4-yard skirt percaline lined, velvet bound, at $13.50.

Same style in tan canvas cloth at $16.50.

Ladies' Tailor-made Suits, in fly front, Eton and Empire effects, made in all the latest shades and newest styles of fabrics, ranging in price from $20, $25, $27.50, $30, $35 to $37.50.

Wrappers.

We are showing hundreds of dainty designs and patterns in Ladies' Wrappers. These pretty comfortable garments were never so cheap before nor are such values given in any other store even now.

Ladies' Wrappers, made of good quality of print, in very neat designs, with neat collar and belt, at 69c.

Ladies' Wrappers, made of best quality of Indigo and Mourning Prints, bishop sleeve, full skirt, 98c.

Made of select patterns of Percale, yoke back, trimmed with braid, bishop sleeves, full skirt, at 98c.

Made of the very best quality of Mourning and Silver Grays, in a great variety of patterns, fancy shaped yoke in front and back, elaborately trimmed with fancy braid, mutton leg sleeve, separate waist, lining of good muslin, inside pocket and full skirt, price $1.35.

Same style in fine quality of Percale, in choice colorings, with tab epaulet effect over shoulder, $1.35.

Handsome Sateen in Persian effects, in medium and light shades, revered ruffle, shirred over the shoulder, puffed sleeves, inside waist linings, a very neat and dressy style, at $1.75.

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AMUSEMENTS.

SEATTLE THEATER..... Northwest Theatrical Association. Paul H. Hyner, Resident Manager. Telephone, Main 43.

TWO NIGHTS ONLY. Friday and Saturday, April 2 and 3. The Eminent Character Actor, JAMES A. HERNE, In his own Beautiful Play, SHORE ACRES. Direction of Henry C. Miner. —ITS RECORD— 314 Nights in New York, 175 Nights in Boston, 110 Nights in Chicago. Prices: Lower floor, except last four rows, $1.50; last four rows and first four rows balcony, $1.00; next three rows balcony, 75 cents; last four rows, 50 cents; gallery, 25 and 35 cents. Seats at theater, Wednesday at 8:45 a. m.

SEATTLE THEATER— Northwest Theatrical Association. Paul H. Hyner, Resident Manager. Telephone, Main 43.

Five nights, commencing Sunday, April 4. Return of the Wonder Worker, ALBINI, The World Famous Magician, supported by the Empire Vaudeville Company of refined entertainers, including "Trevelle," the human handiscope; Nellie McGuire, the female Chevalier; William Dixon, Fred De Vasser and many others. 150 minutes of Magic, Mirth and Mystery. POPULAR PRICES—10c, 20c, 30c, 40c and 50c. No higher. Seats at theater Friday, April 2, at 8:45.

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The Perfection Lamp Burner

GREATEST INVENTION OF THE 19TH CENTURY. Makes a kerosene lamp look like an electric light. Burns one-third less oil. Light increased one-half. No odor. Good agents can get exclusive territory in Washington. Sample burner sent postpaid for 60c. A limited number of samples will be sent free to first-class agents, sending best references. The burner will sell on sight. Ladies and gentlemen wanted as agents. Large profits. Mention county or counties desired. Address ECONOMY LAMP BURNER CO. 90 So. 7th St., Minneapolis, Minn.

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Adding over 1,000 square feet in order to better serve our increasing trade, and accommodate the THREE CARLOADS of fresh, spring furnishing, nearly here.

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This remedy is famous for its cures of bad colds. It opens the secretions, relieves the lungs and aids nature in restoring the system to a healthy condition. It is also a certain preventive and cure for croup. Whooping cough is greatly relieved and deprived of all dangerous consequences by its use.