# A POP MARE'S NEST.

**CHARGES AGAINST EX-CLERK GORDON FULLY EXPLODED.**

**The "Expert" Who Was Hired to Find Something Wrong Simply Did Not Know Anything About the Fees Prescribed by Law, or the Manner of Taxing Costs—His Blunders Shown Up by Reference to the Record, by Pages, and to Cases by Their File Numbers, so That Any one Interested Can Verify the Statements.**

The elaborate report which Expert C. P. Dam recently filed with the county commissioners, which purported to show that ex-County Clerk Thomas W. Gordon was short in his accounts to the amount of thousands of dollars, seems to be nothing more nor less than a Populistic mare's nest. A careful examination of this report, item by item, is now being made, with comparisons with the books in the county clerk's office. This examination and comparison is being made by Mr. Gordon and his former cashier, Herbert H. Smith. The fact that this examination is being made by interested parties militates nothing against its correctness, for in support of every allegation which they make as to Expert Dam's blunderings, mistakes and misinterpretations of the law, they can and do refer directly to the page of the records and the number of the volume, so that any person who desires to inform himself as to which of the two is correct as to any particular item can do so, as the books in the county clerk's office are accessible to the public.

As a preface, it may be stated that so far as the examination has proceeded, and it has gone over more than one-half of all the hundreds of items covered by Dam's report, in not one single item has it been found that the expert was correct in his statements. In every single instance he has overlooked the cash entry made plainly in the cash book, or has made a blunder in estimating the amount of fees which were properly chargeable, and has blundered himself in charging the former clerk with blundering.

The report of Expert Dam covers eleven different schedules or exhibits. Of these the most important, covering the largest amount of alleged shortage and the largest number of items, is the one entitled "Schedule A. Fees in civil cases not collected." The amount of the alleged shortage here is $2,096.95. Almost every item of the alleged shortage is in the fees which should have been collected for the entering of dismissals or of final judgments.

To clearly understand the nature of the explanation following, and to understand the blunders which Mr. Dam, from the lack of expert knowledge as to the manner of taxing fees and of legal knowledge as to the technicalities of the law, it is necessary to state that the present law regulating the amount of fees to be collected by the clerk in entering final judgments fixes no less than five separate amounts to be charged for rendering this service, dependent somewhat upon the character of the action, but more particularly upon the proceedings had before final judgment.

For a judgment by default the fee provided by law is $2; for a judgment had after the appearance of a defendant, but without a trial, $3; for a judgment where there is no appearance of an adverse party, but where testimony is taken, without a jury, $3; where a jury is impaneled, but the adverse party does not contest, $5; for a case tried on issues of fact, $6; for foreclosure of a lien, or mortgage of real property, no adverse appearance, $6; where an adverse party appears, $8. There is also a provision that a fee of $1 shall be taxed in all cases where a dismissal is had after an issue of fact is joined.

The reader who has but the ordinary layman's knowledge of law can readily perceive that it takes more than an ordinary accountant to be able to determine, in any particular case, what is the exact amount of fee to be charged. In fact, when the present fee law went into effect, on June 7, 1893, there were constant disputes between the attorneys and the employes in the clerk's office over this very question; and in several instances, by agreement, the question was brought informally before the court, and the judge's opinions upon the subject had. The clerk's office was nearly every day compelled to call up the prosecuting attorney's office by telephone for a quick opinion on some disputed point of the character, which could not wait for determination until a written opinion was had.

This exhibit A of Expert Dam contains upward of one thousand cases, cited by their file numbers, in which it is claimed that Clerk Gordon failed to collect the amount of fees which he should have done. In not one single instance, so far as his work has been checked up with the books, has he proven correct. Following are samples:

Case 15,825, according to Dam, $2 short, the entire fee—On cash book 7, page 69, this amount is shown paid.

Case 15,829, $1 short—Payment shows on cash book 7, page 82.

Case 15,854, Dam claims $6, instead of $5, should have been collected—This was a mistake, as the record shows no adverse party appeared at the trial.

Case 15,860, Dam claims $3 should have been paid, instead of $2—Record shows it was a straight default and the clerk's charge correct.

Case 15,879, Dam claims $6 should have been charged instead of $3—The judgment was upon a remittitur from the supreme court and the $6 charge was correct.

Case 1,615, Dam claims $1 should have been charged for the dismissal entered—The record shows that there was no issue of fact in the case, and consequently no fee could be charged at all.

Case 16,098, precisely the same as the last, and so on it goes, not in isolated cases, but covering every single item of the hundreds in this schedule. Unfamiliarity with the work of taxing costs, with the law and with the technicalities of pleading (in its legal sense) led the Populistic expert into exposing himself by making these mistakes.

**Mr. Dam's Opinion Only.**

Exhibits B and C of the expert's report present simply Mr. Dam's opinion as a question of law. In exhibit B Dam charges Clerk Gordon with being short $63 on fees for making notarial certificates. Mr. Dam says Gordon should have collected $1 for each certificate, while he did collect but 50 cents. In exhibit C Expert Dam holds Mr. Gordon accountable for not having collected $326.10 for making entries in the book of levies; a fee which Mr. Gordon held had been abolished by the present law. On both these questions, however, he was guided solely by the advice of the county's legal adviser, as the following letter from Mr. McBride, formerly assistant prosecuting attorney, will show:

"In reply to your letter of this date (June 15), asking me whether I recollect giving you an opinion, as deputy prosecuting attorney, as to the fees that you should charge for notarial certificates under the laws of 1893, I will say that I do remember advising you on the subject, and I think I did so in writing, but whether written or oral, I am not certain at this time, but my opinion to you was, that you should collect 50 cents for each notarial certificate under the act of the legislature, page 422, laws of 1893, and my reasons for doing so were that the law referred to repealed section 388 of volume 1 of Hill's Code, which had fixed the fees for notarial certificates at $1.

"As to your second question, whether you as clerk should charge any sum for entering sheriff's returns in the book of levies and indorsing and certifying sheriff's deeds, my recollection is that the prosecuting attorney's office advised you that you could not make an extra charge for such services, but that the same were included in the payment of the $4 when the action is commenced and the amount paid for the entry of the judgment. I might add that in our opinion, it seemed to be the intention of the legislature in passing the fee law of 1893, to reduce fees and simplify the entries and collections of the same, and that the two charges above named were intended to cover all costs, so far as the action was concerned in the superior court."

**Marriage Certificates.**

Exhibit D covers the ground of marriage certificates. Expert Dam says that the records of the clerk's office show that 2,414 licenses were recorded, while the office collected fees for but 2,392. This is true. The fees for marriage licenses are $2 direct into the county treasury himself, while the other dollar is to pay for recording the certificate when it reaches the clerk's office. This fee of $3 is always paid to the clerk. Prior to Mr. Gordon's taking office the auditor paid the whole $3 derived into the county treasury himself. After having been in office some time Mr. Gordon discovered that his office was entitled to be credited with earning the $1 paid on marriage licenses, and insisted that the auditor pay this amount over to him every time a license was issued. This was done, but not until after a number of licenses had been recorded, the fees of which were paid in by the auditor to the treasurer, and credited to the auditor's office and not to the clerk's. This explains an apparent discrepancy.

**Other Exhibits.**

Exhibit F covers "admissions to the bar not paid for," and a deficit of $20 is charged here, being $5 for four persons named. Of these, C. R. Paige's payment of $5 is shown on cash book 6, page 197, overlooked by the expert, and the other three, W. J. Wiborg, E. R. Brady and John C. Murphy, were admitted to the bar in other counties in the state, and simply signed the roll of attorneys here, as they had a right to do without paying any fee.

Exhibit G covers a matter of $4.50 under the head of "Orders for fees filed but not paid for." Here the expert was guilty of gross carelessness, for the very fees which he charges were not paid were, in fact, paid, and the payments are all on the records which he examined. The amounts are petty, but the principle is the same. He says the Security Savings bank filed four orders, the fee for filing which was 40 cents. This payment is recorded in cash book 6, page 65. The same with E. W. Ruger, 10 cents, recorded in cash book 6, page 166. R. C. Crawford, 10 cents, cash book 7, page 56, and so on down the entire list.

In exhibit H, "Transcripts and copies of miscellaneous papers issued, but not accounted for," Mr. Gordon is charged with a shortage of $81.05. This is another instance of gross carelessness upon the part of the expert. Taking simply the larger amount from his exhibit, he charges that in case No. 1,391 a transcript was made, amounting to $13.50. This payment is recorded in cash book 2, page 36. So with case No. 17,655, $11.50; the payment for which appears in cash book 10, page 129. Case No. 10,431, $21.50, payment in cash book 11, page 49. It is difficult to understand how Mr. Dam could have slighted his work in such a crude manner as this.

Exhibit I covers the registry deposit on hand January 11, 1897. Deficiencies are alleged in the following cases: No. 17,126, $15.25; No. 20,258, $59.60; No. 20,259, $43.04; No. 20,262, $44.71; No. 20,267, $94.73; No. 20,-290, $50.96. These are amounts supposed to be due litigants from money collected by the sheriff on executions placed in his hands. Not one dollar of this money ever passed through the clerk's office. The returns are on sales of personal property by the sheriff, and in every case the sheriff settled directly with the attorneys. It would be hard to convince any reasonable man that attorneys had this money coming to them in the hands of the clerk and failed to call for it. There is one other item under this head; this is the amount of $5 in case No. 19,870. This amount, as a matter of fact, was in Mr. Gordon's statement to Holloway, was paid to Holloway, and the item checked off by Expert Dam himself at the time. It simply was a characteristic blunder with which to wind up a report repleto with them.

After going over the expert's report, Mr. Gordon says he challenges any person to find anywhere in the records of his office a case where one single dollar of public money has been misappropriated or remains unaccounted for in his statement and settlements. That some minor clerical errors may appear, is, of course, probable. In an office employing fifteen clerks it would be singular if in the course of four years some slight errors did not make their appearance.

# AGAINST A CHURCH.

**Suit Brought for Foreclosure of a Mortgage on the First Presbyterian Property.**

A suit was brought in the superior court yesterday morning for the foreclosure of a mortgage upon the First Presbyterian church in this city, and for the appointment of a receiver to take charge of the property. The suit is brought by the board of church erection fund of the general assembly of the Presbyterian church in the United States, a corporation organized under the laws of New York. The amount of the mortgage is but $2,160, but this, it appears by the complaint, is but a small portion of the debts which are upon the property, and the object of the foreclosure proceedings, it would appear, is more to save the church from being closed than to recover the money advanced to it.

The mortgage on which foreclosure is sought is a junior incumbrance to a large mortgage, amounting to $20,000, held by the German Savings & Loan Society. It also appears by the complaint that Walter Morgan & Co., of San Francisco, who were judgment creditors of the church corporation, levied upon the church property under an execution issued upon their judgment, and had it sold at sheriff's sale on May 28, becoming the purchasers themselves. This judgment of Walter Morgan & Co. was, however, it is alleged, junior and inferior to the mortgage now sought to be foreclosed. It is further alleged that the principal value which the property possesses is for use as a church; that Morgan & Co., purchasers at the sheriff's sale, are threatening to take possession of the property and close its doors. If this is done its value will be seriously impaired, and the security of the holders of the mortgage sued upon, as well as of the holders of the first mortgage, will be seriously impaired. To prevent this it is prayed that a receiver be appointed to take possession of the property pending the litigation. It is further prayed that foreclosure be had.

Should this foreclosure proceeding go on until sale is effected, and should the plaintiff, as is usual in such cases, buy the property in, it will vest the title to the church property in the New York corporation, subject only to the $20,000 mortgage, and leave the other creditors without any assets of the local church corporation on which to realize.

**A Cheap Settlement.**

Judge Moore yesterday signed an order permitting Receiver Bryant, of the Seattle Coal & Iron Company, to settle a claim for personal damages against the company held by Matthew Murphy, for $100. Murphy was in the employ of the company at its coal bunkers. On August 25, 1896, a loaded car fell off the hydraulic elevator, wrecking the elevator and knocking Murphy into the bay and seriously injuring him. The company paid his hospital and doctors bills, and also allowed him his wages during the time he was unable to work by reason of his injuries.

Murphy brought suit against the company for $10,000 damages. He has now, however, decided to settle this claim for the present payment of $100 in cash, which the receiver has been authorized to pay him.


We are unloading a car consisting of 94 Stoves and Ranges, which will be offered to the public tomorrow at very interesting prices. Call and examine them at

**Z. C. MILES CO.** Yesler Way, Between First and Western Avenues. A. L. PIPER, Receiver.


## IN TROUBLE ONCE MORE.

**A Receiver Again Appointed for the Puget Sound Glass Company.**

Yesterday the Scandinavian-American bank brought suit in the superior court against the Puget Sound Glass Company for the comparatively small amount of $159, and at the same time made application for the appointment of a receiver. Falcon Joslyn was forthwith appointed receiver.

The complaint recites the story of the former troubles of the company, and alleges that the existing indebtedness is $10,288.16, a considerable portion of which is owing on mechanics and material men's liens, now being foreclosed in the superior court. In October, 1896, the defendant corporation was duly adjudged insolvent, and at that time a former receiver was appointed. The officers of the corporation were hopeful of retrieving its fortunes, and an arrangement was made with the creditors by which three months' time was granted in which to raise funds necessary to pay off all the outstanding indebtedness; and the receiver was discharged. The corporation then executed to Daniel McKay, one of its officers, a mortgage upon all of its property for the sum of $151,000, McKay to act as trustee for the purpose of disposing of this mortgage, and thus raising the needed funds. He has, however, failed to negotiate it, and a receivership again became necessary.

## JACK SEXTON ON TRIAL.

**He is Charged with Assault with Intent to Rob.**

Jack Sexton, accused of assault with intent to rob, was placed on trial in Judge Jacobs' department of the superior court yesterday morning, and the trial continued all day and up to the hour of adjournment.

The offense which Sexton is charged with committing was on the morning of May 10 last. According to the testimony of the witnesses for the prosecution, Sexton at that time went into the room of an Italian named Joseph Roge in a tenement house, situated on Sixth avenue south, between Jackson and King street. He and Roge were acquainted, and had been drinking freely together that evening. He tried to induce Roge to let him have some money, and failing became enraged, and attacked Roge with a knife, cutting him severely. He then snatched Roge's watch, and made off just as the other inmates of the building, aroused by Roge's cries, came in.

The defense will be that Sexton had no intention to commit robbery; that he was irresponsibly drunk, and that he was a man of previously good character, to which latter fact there are a number of respectable witnesses to be produced.

## MILLER RIVER ROAD.

**Seattle Merchants Ask Commissioners to Extend it.**

A committee of prominent merchants of the city, headed by James Goldsmith, of Schwabacher Bros., and Mr. MacDougall, of MacDougall & Southwick, waited upon the county commissioners yesterday, and made an earnest request that the county road up Miller river be extended two miles further, or as far as the surveys run. It was represented to the commissioners that there were mines now ready to ship ore which would be reached by the proposed extension, and that it was of great importance to the interests of Seattle, and to the county as well, that the work of developing these mines into ore producers should not be delayed by reason of the lack of transportation facilities.

The board of commissioners took the matter under advisement, requesting the committee, however, to let them know precisely what assistance the county could expect from those directly benefited by the road, if the county should undertake the work of extension.

## TIDE LAND CASES.

**Final Decrees Entered in a Number of Suits Consolidated.**

Final decree was signed yesterday in a number of tide land cases, appealed from the board of state land commissioners, and consolidated for the purposes of trial. The cases were as follows: American Lumber & Shingle Co. vs. Leary-Collins Land Co.; W. P. Trimble et al. vs. Leary-Collins Land Co. (three cases), and Leary-Collins Land Co. vs. Merchants' National bank. The contest was over the right to purchase from the state block 356 of Seattle tide lands.

The decree recites that the American Lumber & Shingle Co. had substantial improvements on the block in question prior to March 26, 1896, and consequently had the prior right to purchase as against all the other parties. All of the parties who appeared in the case in open court waived their right to appeal to the supreme court, so that the decision in the case is final.

**Verdict for Defendant.**

The case of J. G. Waldrip vs. J. C. Brogan was on trial in Judge Benson's court yesterday. Waldrip had bought an engine, boiler and some other property from a butcher shop on Pike street. The former owners were heavily in debt, and after making the sale skipped. Creditors attached the property by proceedings in justices' court, and Brogan was in possession as constable. Waldrip commenced the statutory proceedings to recover possession of the property. Waldrip's contention was that he was an innocent purchaser of the property. The attaching creditors, who were behind Brogan, insisted that the sale was fraudulent, and was made to defraud creditors, and that Waldrip knew this. The jury found in favor of Waldrip.

**A Port Orchard Dock Case.**

The case of James Bigler vs. Byron Barlow was called yesterday afternoon in the Federal court and at 5 o'clock adjourned until this morning. The case was brought by the plaintiff to recover a balance of $5,382.10 upon his contract of $61,537.76 for building the caisson at the Port Orchard dry dock, of which the defendant to the action was the principal contractor. The answer to the complaint set up counter claims of accounts and defective work. The case is being tried before a jury.

**Howard Is Found Guilty.**

Horace L. Howard, the pension fraud, was yesterday found guilty in the Federal court as charged in the information. The larger part of the morning session was consumed in the taking of testimony and by the arguments of counsel. Shortly before noon the case was sent to the jury. At 2 o'clock in the afternoon a verdict was returned as above.

**Approaching an End.**

The end of the long litigation which is embodied in the title of Gustin vs. Snoqualmie Mill Company is in sight. Judge Moore, in the superior court yesterday, signed an order approving the final account of the receiver and directing a distribution of the funds remaining in his hands.

**Judgments for the City.**

The City of Seattle yesterday took judgment for costs against three separate sets of litigants who had brought suits against the city, and had been beaten after jury trials. The defendants were J. C. Bump and Mary A. Bump, August Meihorn and John Manion.

**Marriage License.**

Marriage license has been issued to Darrill Olo Bump (18), and Frank Edna Carroll (17), both of Seattle.

**New Suits Filed.**

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

Board of Church Erection Fund of the General Assembly of the Presbyterian Church in the United States of America vs. The First Presbyterian Church, of Seattle, and Walter Morgan & Co.—Note for $2,160 and foreclosure of mortgage upon lots 6 and 7, block 15, C. D. Boren's plat.

M. Seller & Co. vs. H. Bauman—Transcript of judgment from justice's court of West Seattle, Charles N. Cooper, justice of the peace.

The Scandinavian-American Bank vs. The Puget Sound Glass Company—Account of $159, and for the appointment of a receiver.

Braunschweiger & Co. vs. Ben Geri—Transcript of judgment from justice's court, W. H. Vernon, justice of the peace.

Thomas B. Hardin, as receiver, vs. T. B. Knickerbocker, N. A. Bigelow and A. H. Meade—On a bond of $247.29.

Thomas B. Hardin, as receiver of the Farmers' Insurance Company, vs. T. B. Knickerbocker and A. H. Meade—Bond of $97.37.

**Court House Notes.**

The case of Frank Patterson vs. the Post-Intelligencer Publishing Company, was yesterday dismissed by stipulation.

Confirmations of sale of real estate: Charles Witsil vs. Henrietta A. Gardner, Lyman E. Knapp vs. Ella Stetson and Florence Stetson, Provident Life and Trust Company vs. Joseph F. McNaught et al.

Judgment by default was signed by Judge Moore in the case of the city of Seattle vs. Nellie M. Scurry et al., for $322.77, and foreclosure of a street assessment lien upon lot 6, block 84, Terry's second addition to Seattle.

J. M. Butler and wife, who were defeated in the suit against the Histogenetic Medicine Company to recover title to real estate formerly owned by Dr. Jordan, yesterday gave notice of an appeal to the supreme court.

In the matter of the guardianship of Walter Scheuerman, Judge Moore yesterday approved the guardian's sale of real estate and directed a reinvestment of the money so derived. The land was sold for the purposes of the proposed army post.

In the case of James B. Bell vs. Earl Young et al., Judge Moore yesterday appointed W. H. Vincent as receiver of the premises on which the mortgage is being foreclosed, and to turn the rents over to the attorneys for the plaintiff, to be applied upon the mortgage.

In the case of Washington Jones vs. Matilda J. Proper et al., the defendant Guarantee Loan and Trust Company, by its receiver yesterday filed a cross-complaint against the principal defendant, on notes of $4,100, asking foreclosure of mortgage on 242.25 acres of land in sections 24, 25, 26, township 23 north, range 2 east, W. M.

In the case of the Seattle Trust Company vs. David T. Denny et al., Charles H. Rollins, one of the defendants named yesterday, filed an answer and cross-complaint, setting up that he has recovered a judgment against the principal defendants for $20,995.20, and claims that the lien of his judgment is superior to the mortgage which the plaintiff is seeking to recover.

**'Twas Somewhat Exaggerated.**

A report was current yesterday afternoon that Nicholas Bain, a teamster, was run over by his team Tuesday evening, and that both of his legs and arms and six ribs were broken. A reporter called at Mr. Bain's residence, 207 Marion street, and asked if Mr. Bain had one or two legs broken. "None," said a rather pretty woman, who answered the door bell.

"Were both arms broken?" inquired the reporter. The little woman raised her blue eyes in mild astonishment and replied that neither of Mr. Bain's arms were broken.

The reporter was getting desperate, and as a last gasp said: "Well, was it five or six ribs that were broken?"

"None," replied the woman, now thoroughly amazed.

"Didn't he have even one bone broken?" inquired the reporter, who had been told several times that Mr. Bain was nearly dead.

"No," replied the woman; "he was struck by the brake, knocked down and shaken up, but no bones were broken."


Some people are constantly troubled with pimples and boils, especially about the face and neck. The best remedy is a thorough course of Ayer's Sarsaparilla, which expels all humors through the proper channels, and so makes the skin become soft, healthy and fair.

"Guard your sight." Consultation Free. Miss F. Wilzinski, Graduate Optician, 705 Second avenue (Jos. Mayer & Bros.).


Edison's Projectiscope tonight. Madison park.

Prince Ranjitsinhji, the Hindu prince who headed the English batting list at cricket last year, has written a book on the game.

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.


# THAT RAILROAD SPUR.

**THE CAUSE OF MUCH DISCUSSION AT THE CITY HALL.**

**Private Conferences During Most of the Day Between the Mayor, Councilmen and Owners of Property Affected—The Ordinance to be Published for Ten Days Before Final Action Can Be Taken.**

There is another bridge to be crossed before the franchise granting the Great Northern railroad right of way from its present terminus on Jackson street to the east waterway is passed by the city council. According to the appearance of things around Mayor Wood's private office at the city hall late yesterday afternoon, there is something in the wind, and it relates to the franchise in question.

There were all kinds of conventions in the mayor's office, but the presence of a reporter did not appear to be required. The mayor thought it unnecessary to make public the pith of the business, but admitted that it had something to do with a new clause to be added to the franchise. It is supposed, although there is no authority for the statement, that this clause is aimed at uniform rates, and provides that "rates chargeable by any railroad company upon freight destined over any portion of its line, not included within this franchise, to or from any point or points outside of the city of Seattle, to customers at points along the line of this franchise, shall never be greater than the schedule or terminal rates of such company over such portion of its line to or from Seattle, whether such rate be a single or a joint rate; and neither said Seattle & Montana Railway Company nor any company using the tracks embraced within this franchise shall carry or permit the carriage of freight over the tracks embraced in this franchise for any company making a switching charge upon customers along the line of this franchise, until notified by the city council that it may again handle the business of such guilty company. This provision shall not be held to prevent the Seattle & Montana or any other company using the tracks within the limits of this franchise as above stated from charging switching rates to other companies, the intent being that such switching rates or charges shall be absorbed by such other company whose freight is so handled."

As was reported in the Post-Intelligencer yesterday morning, the city council took up the franchise Tuesday evening and acted upon it section by section. At the close of the meeting the situation was as follows: The council had approved the ordinance granting the franchise, and ordered City Comptroller Parry to have it printed in the official newspaper.

The impression went forth through remarks at the meeting that the council would meet again yesterday afternoon and put the measure on final passage. As a matter of fact, the city charter has a provision that makes such a step impossible, and the meeting really adjourned subject to call.

Section thirteen, article four, of the charter, under legislative department, provides that no bill for the granting of any franchise shall be finally passed within thirty days after its introduction, nor until it has been published in the official newspaper of the city at the expense of the applicant, for ten days.

It will be seen from this that no final action can possibly be taken until after the publication, which commences in this morning's Post-Intelligencer.

The action of the framers of the charter was evidently aimed at doing away with what is aptly termed "railroading" a measure through. Not long ago an instance of this kind came up in New York city, and before the public hardly knew what had taken place a valuable franchise granting valuable rights for practically nothing had been passed. A vigorous fight was made by the press of that city, and in the end the city's rights were preserved.

The framers of Seattle's charter took a step in the right direction by making it impossible to put a bill on final passage within thirty days from its introduction, and as an additional precaution made it compulsory to publish the bill ten days in the official newspaper at the expense of the parties applying for its passage.

The bill in question has been before the city council about four months, so there is no chance for a city official or taxpayer to object on the ground that they have not had opportunity to investigate it.

That there is interest in the measure which must be passed before the construction of the Centennial mill be commenced, was made apparent yesterday afternoon by the number of people who visited the city hall in anticipation of a meeting of the council. When it became known that the meeting was not to take place things appeared to quiet down. Later a reporter happened to walk into the waiting room of Mayor Wood's office, and discovered that there was a lively discussion going on about railroads and tracks and switches and spurs in the mayor's private office. Many of the councilmen were present. The reporter wanted to go in, so Private Secretary Edwards inquired about the matter. The reporter was not admitted.

He went away and came back later, only to find that the mayor was busy with Robert Moran, of Moran Bros., who have big holdings in the southern part of the city; Mr. Kerry, of the Kerry Mill Company; one of the Stetsons, of the Stetson-Post Mill Company, and perhaps others whose names were not obtained. While this session was going on Private Secretary Edwards was seen to come out and ride off on his bicycle. After a while he came back, and soon Mr. Thompsen, of the Centennial mill, appeared on the scene and was ushered into the mayor's office.

It was also whispered around that the presence of Judge Burke, of the Great Northern railroad, had been requested.

**Personal.**

Harold Preston is back from a trip to Walla Walla.

A. D. Gunn, the Index miner, is at the Diller.

W. M. Ross, an insurance and real estate man of Everett, is at the Diller.

W. H. Squair, a canneryman of Vancouver, B. C., is registered at the Stevens.

B. F. Bush, manager of the Northern Pacific coal mines at Roslyn, is in the city.

William Turner, a hotel man of Marysville, is in the city on business and is at the Diller.

Prosecuting Attorney McElroy returned yesterday from the Democratic convention at Spokane.

Ex-Chief of Police D. O. Smith, of Tacoma, was among yesterday's arrivals at the Hotel Northern.

Mrs. E. C. Million, wife of the Mount Vernon attorney, is in the city, staying at the Hotel Stevens.

E. W. McGinnis and Mrs. McGinnis left last night on the Kingston for a visit of several days in Victoria.

W. W. Colton, solicitor for the Oregon Improvement Company at Portland, arrived at the Butler last night.

Gen. John H. Bryant and his daughter, Miss Katherine Bryant, left yesterday for a ten days' trip to Spokane.

Deputy Insurance Commissioner C. G. Heffner is in town. Mr. Heffner attended the Democratic meeting at Spokane this week.

Karl V. Lively, secretary and treasurer of the Port Townsend Steel Wire and Nail Works, arrived at the Hotel Stevens yesterday.

I. N. Bigelow, a well-known resident of Seattle, returned last night from a stay of several months in British Columbia mining districts.

Mr. and Mrs. D. S. Kinney, of Roslyn, Wash., were in the city yesterday. Mr. Kinney is storekeeper for the Northern Pacific Coal Company.

M. Dishon, who has been spending several months in Southern Oregon, where he is interested in a mining proposition, is in the city for a few days.

William Blackman, of Seattle; J. W. Jones, of Port Townsend; Assistant District Attorney Robertson and Lee Hart arrived yesterday from Spokane.

Rev. Harry Steele, who has charge of St. Paul's church, Mount Vernon, and F. B. Lippincott, of the same place, arrived in the city yesterday to attend the convocation at St. Mark's, and are at the Diller.

C. H. Macaulay and wife, of Vancouver, B. C., are at the Rainier-Grand hotel. Mr. and Mrs. Macaulay are on their wedding tour, and today will leave for Spokane. Mr. Macaulay is the storekeeper of the Canadian Pacific railway.

**BREVITIES.**

A regular "ham" thief was at work Tuesday night or early yesterday morning. He cut the wire screen of the Cutter market, on Third avenue, and stole two pails of lard and two hams.

John W. Whyte, who is spoken of in the directory as a dairyman, was arrested yesterday on complaint of John Glass, who alleges that he allows his cows to run at large in the vicinity of Broadway and Pike street.

**Lost.**

One hundred sheep, near Green lake or Brooklyn. A liberal reward will be paid for information regarding same. Frye-Bruhn Co.


New discovery for the speedy relief and permanent cure of stomach, liver and kidney troubles. Dr. E. G. Johnson, Scheuerman block, Seattle.


Remember the great jubilee celebrations at Victoria. Special rates on steamer "City of Kingston" June 20, 21 and 22.

Edison's Projectiscope tonight. Madison park.

After.... Taking

a course of Ayer's Pills the system is set in good working order and a man begins to feel that life is worth living. He who has become the gradual prey of constipation, does not realize the friction under which he labors, until the burden is lifted from him. Then his mountains sink into molehills, his moroseness gives place to jollity, he is a happy man again. If life does not seem worth living to you, you may take a very different view of it after taking

**Ayer's Cathartic Pills.**

The "CREAMRY" Inc.

Oyster and Grill Room.

The only one in the city where prompt service and unexcelled cuisine are combined with moderate charges. Unquestionably the best.

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Every Watch is a perfect timepiece, 15-year guaranteed case, real gems. Don't miss this opportunity to secure one of these Pretty Watches FREE.

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Teas, Coffees, Spices, Highest Quality, Lowest Prices.

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BICYCLE SUNDRIES.

Our Bicycle Department is on the fourth floor. You will see in it many items of interest to wheelmen and wheelwomen. Here's a little list of prices that is setting the pace for retailers of Bicycle Sundries:

Twentieth Century Lamp, $2.75. Banner Lamp, $2.75. Scorcher Lamp, $2.25. Planet Lamp, $1.00. Bells, 40c, 85c, $1.25. Foot Pumps, 75c.

The MacDougall & Southwick Co.

Under Canvas, Front and Battery Streets...

PROF. GENTRY'S FAMOUS DOG AND PONY SHOW.

Six Nights, to Begin Monday, June 21. Matinee Thursday and Saturday at 2:30 p. m.

Advertised and represented in every detail, conducted and managed in a thoroughly first-class manner, and patronized and indorsed by the very best people everywhere, and now in its tenth year of continued success.

ADMISSION: Children, 15c; Adults, 25c.

M. FURUYA CO., 303 Yesler Way, 602 Second Av.

During the stay of our man-of-war Hiyei we shall have a special reduction sale. Come and see our stocks.

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SEATTLE-TACOMA ROUTE.

Four round trips daily, except Sunday. Time Card—Leave Seattle 7:45, 11:15 a. m., 3:45, 6:15 p. m. Leave Tacoma 9:30 a. m., 1:00, 4:30, 8:00 p. m. Single fare, 50 cents; round trip, 75 cents. Table service unsurpassed.

Sundays—Flyer or State of Washington leave Seattle 7:30 a. m., 11:00 m., 3:30 p. m. Leave Tacoma 9:30 a. m., 3:00, 7:30 p. m.

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Will Surpass Any Celebration of the National Holiday Ever Before Held in the Northwest.

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Will Include Events of Greatest Interest to All.

Bicycle Meets, Water Carnivals, Balloon Ascensions, Grand Civic Pageants, Shooting Tournaments, Illuminated Night Parades

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The Pyrotechnic Display will be of unusual magnitude and merit, introducing the largest set pieces and greatest variety of Fireworks ever displayed in this city.

Make your preparations to celebrate in Seattle.

Reduced rates on all transportation lines.

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Most Perfect Made. 40 Years the Standard.