

Dr. Hand's Phosphated Condensed Milk. Is the only milk that should be given a baby. Fresh milk is dangerous in warm weather...

NOT PRESENT AT FUNERAL. Compton's Divorced Wife and Son Were Not Mourners. The funeral of Cornelius Compton, for the possession of whose body such a struggle was made, was held yesterday afternoon from Price's undertaking establishment on North Washington avenue...

TO RAISE A BOYCOTT. Ex-Judge Willard First Tries an Amicable Method. Willard, Warren & Knapp were yesterday engaged by a Lackawanna avenue business firm to apply for an injunction to restrain the Central Labor Union from placing a boycott on its store...

JOE BENETTIS KILLED. He Was Thrown Off a Porch in North Scranton by Walter Coss-partivish and Died Instantly. A Polandier named Joe Benettis was killed by a fellow-countryman named Walter Coss-partivish in a quarrel in North Scranton late last night...

CITY NOTES

COMMON MEETS TONIGHT—There will be a regular meeting of common council tonight. MEETING TONIGHT—There will be a regular meeting of Division No. 8 Ladies' Auxiliary, Ancient Order of Hibernians, this evening at 8 o'clock sharp. SPECIAL MEETING—A special meeting will be held after the regular meeting of the Lackawanna division, No. 12, Order of Railroad Conductors, on Sunday, July 29...

RIGHT SIDE AFFECTED—George Davis, formerly proprietor of Davis' theater in Linden street, who is now a resident of Minneapolis, recently suffered a paralytic stroke which affected his right side. CAUTION TO SOLDIERS—A number of United States soldiers, on route from New York to Buffalo, passed through the city yesterday morning. They will go on duty at the Government building and at the regular camp now established there during the exposition...

ARBORES NEWARK—A special train over the Lackawanna road yesterday conveyed the Arbores exposition, Newark, N. J., to the Pennsylvania exposition. There were 125 persons on board and the train was in charge of Gen. Adams, passenger agent. The party dined at Hanley's restaurant at the station.

PURCHASED BY DIME BANK. Rice Building on Wyoming Avenue Has Changed Hands. The Dime Deposit and Discount bank has purchased the four-story building and land adjoining the bank building on Wyoming avenue, from Dr. J. N. Rice, the consideration being \$23,000...

POLICE AND ALDERMEN. Mr. Porter, the colored woman arrested on the charge of making libels, was discharged yesterday by Magistrate Howe after a hearing by Patrick Murray, who is charged with defending yesterday morning by Magistrate Howe and was held in \$200 bail for his appearance at court. Fannie Marshall and the inmate of the alleged disorderly house which William Hill charged her with keeping, were discharged yesterday by Magistrate Howe, Hill having withdrawn the charge at the last moment...

FIGHTING THE WATER WORKS

INJUNCTION AGAINST CITY OF CARBONDALE. Present Water Companies and Various Heavy Taxpayers, Including the D. & H. Co., Oppose the Scheme for a Municipal Plant—Say the Proposed Scheme to Supply the City with Water is Impracticable for Many Reasons—Other Matters of Interest in the Courts.

An injunction restraining the City of Carbondale from proceeding to construct a public water works, was granted yesterday by President Judge H. M. Edwards at the solicitation of the present water companies supplying Carbondale, and a number of the heaviest taxpayers. A rule to make the injunction a permanent one was made returnable Tuesday, July 30, at 9 a. m. The plaintiffs are Earl M. Peck, Frank Hollenback, Eli E. Hendrick, Andrew Mitchell, Alfred E. Trautwein, the Delaware and Hudson company, the Crystal Lake Water company, the Fallbrook and Newton Water company, the Lackawanna Valley Water Supply company, and the Consolidated Water Supply company. Named as defendants are the City of Carbondale, John W. Kilpatrick, mayor, and Nicholas S. Moon, city clerk...

BOND ISSUE AUTHORIZED. June 22, last, an ordinance was approved authorizing the issuing of \$145,000 worth of per cent. bonds, and the levying of a tax for the year 1901 of two mills, to be followed by other taxes to pay the principal and interest on the proposed issue. The city clerk is now advertising for sealed proposals for the purchase of these bonds. The plaintiffs aver that the city can not legally construct the proposed water works, because it was already in contract relations with the Crystal Lake Water company for a supply of water when, in 1888, it accepted the provisions of the Act of 1877. It is also alleged that the election last November was illegal, because the question voted upon was not the one authorized, one being "the increase of the city's indebtedness to \$145,000" and the other, "the increase of the city's indebtedness by \$145,000." The estimated cost of the water works, according to the city engineer, is \$174,831.66. If the present \$145,000 indebtedness of the city is increased by that amount, it will exceed the constitutional limit of seven per cent. of the assessed valuation. The estimate made of the cost of a municipal water plant for the city of Carbondale is not a correct, fair or reasonable one, it is claimed. An adequate municipal water works can not be built for \$174,831.66, nor for less than \$250,000, and will probably greatly exceed said latter sum.

SAY IT IS IMPRACTICABLE. The construction of the water works as proposed is impracticable, for the reason that it purposes to take a watershed already appropriated by another water company, namely, by the Jersey Water company, and which the said Jersey Water company has been using for upwards of fifteen years, and any attempt to take the water thereof for such municipal water works must necessarily involve the city in burdensome and expensive litigation, and in ultimate defeat and failure.

If the proposed establishment of the city engineer is impracticable, the reason that it purposes to take a watershed already appropriated by another water company, namely, by the Jersey Water company, and which the said Jersey Water company has been using for upwards of fifteen years, and any attempt to take the water thereof for such municipal water works must necessarily involve the city in burdensome and expensive litigation, and in ultimate defeat and failure. The plaintiffs are represented by Welles & Torrey, James E. Burr and Patterson & Wilcox.

STATEMENT OF DEBIT. Late Tuesday afternoon the following statement of the indebtedness of Carbondale and of the proposed issue of bonds was filed in the office of the clerk of the courts: City bonds outstanding— Loan No. 6 \$ 200.00 Loan No. 7 " 200.00 Loan No. 8 " 15,000.00 Loan No. 9 " 15,000.00 Accrued interest 81,000.00 Floating debt (outstanding warrants) 1,625.39 unpaid bills approved 2,382.82 Unsettled claims 3,434.23 Total indebtedness \$45,367.90 General city account \$472.18 For payment of interest on debt 826.65 Cash on hand 860.78 Indebtedness, July 6, 1901 \$49,066.12 Assessed valuation of city \$25,803.50 Debt to be incurred 145,000.00 The last two items are certified to by Mayor John W. Kilpatrick.

MARRIAGE LICENSES. Frank Shonholt 404 Spruce Elizabeth A. Dwyer 495 Spruce Peter Mahler 606 Birch street Mary Bachford 413 Emmet street Michael Pillel 432 Joseph Susanna Marzak 432 Joseph

The People's Bank. The following well-known gentlemen are the directors: C. D. Jones, A. B. Warner, G. S. Reynolds, C. S. Wagoner, Thos. Sprague, W. G. Fulton, Richard O'Brien, W. G. Fulton, Samuel Sumner, Arthur Dean, T. Von Noeck, M. P. Carter. We solicit your business.

SYRUP OF FIGS. NEVER IMITATED IN QUALITY. An Excellent Combination. The pleasant method and beneficial effects of this new and remedial SYRUP OF FIGS, manufactured by the CALIFORNIA FIG SYRUP CO., illustrate the value of obtaining the liquid laxative principles of plants known to be medicinal by law, and presenting them in the form most refreshing to the taste and acceptable to the system. It is the one perfect strengthening laxative, cleansing the system effectually, dispelling colds, headaches and fevers gently yet promptly and enabling one to overcome habitual constipation permanently. Its perfect freedom from every objectionable quality and substance, and its acting on the kidneys, liver and bowels, without weakening or irritating them, make it the ideal laxative.

California Fig Syrup Co. Their Annual Outing. Newsboys and Girls of the City Will Be at Nay Aug Park Today. Today will occur the annual outing of the newsboys and girls of the city. They will go to the park in a body after parading the central city streets. They will assemble on the court house square at 9 o'clock and will form in readiness to march at 9:20 o'clock, when the word is given. The formation will be as follows: St. Peter's Drum corps, Hugh Keenan's band, Florey & Brooks' mobles, Whipple locomobiles, out-of-town newsboys, central city newsboys, West Side newsboys, North End newsboys, South Side newsboys. The following is the line of march: Washington to Linden, to Wyoming, to Franklin to Lackawanna to Washington to Mulberry, to park. Dr. G. E. Hill has been chosen grand marshal. His aids are James Duffy, James Daven, George Ash, Samuel North, Charles Kearns, John Flanagan, Patrick Burke and Bernard Highland. The programme for the day's events will be as follows:

- 1. Foot Race—First prize, atlas, R. F. Johnston; second prize, box candy; third prize, dime bank. 2. Foot Race—First prize, dictionary, R. F. Johnston; second prize, "Life of Lincoln"; R. F. Johnston; third prize, pocket knife, T. E. Leonard. 3. Foot Race—First prize, watch, Foster & Fuller; second prize, sweater, Walter Brock; third prize, knife. 4. Foot Race—First prize, cap, Flury & Brooks; second prize, shoes, Lewis & Kelly; third prize, catechism, glove, T. E. Price. 5. Foot Race—First prize, watch, Flury & Brooks; second prize, pen, Howard Jones. 6. Foot Race—First prize, pair trousers, J. D. Butler; second prize, M. J. Hagan & Son; third prize, cap, James Long's Son. 7. Foot Race—First prize, watch, first prize, pair pants, Richards & Wilcox; second prize, cap, Lamer & Mark. 8. Foot Race—First prize, pair shoes, Lewis, Roddy, Butler & Murphy; second prize, pair pants, R. Lehman. 9. Double Race—First prize, sack, "Snow White"; first prize, Dickson Grain and Mill company. 10. Foot Race—First prize, watch, C. D. Miller. 11. Potato Race—First prize, oval, Lackawanna Underwear company; second prize, dime bank; third prize, match box. 12. Foot Race—First prize, watch, C. D. Miller & Son; second prize, pair soap, C. Lopez. 13. Potato Race—First prize, watch, John H. Ludwig; second prize, Scranton Carpet and Furniture company. 14. Potato Race—First prize, M. J. Collins; second prize, Goldsmith's Barter. 15. Potato Race—First prize, Reihart the Jeweler; second prize, in view of the confidential relations of the parties, and the variety and complication of such accounts, it has been held that the period of the dissolution of the partnership is the proper time to make a rest for the purpose; Slaughter vs. Lynch, 2 Bland 37; 3 Bland 599; Hollister vs. Barkley, H. N. H., 20. 16. Foot Race—First prize, pair shoes, Lewis, Roddy, Butler & Murphy; second prize, pair pants, R. Lehman. 17. Double Race—First prize, sack, "Snow White"; first prize, Dickson Grain and Mill company. 18. Foot Race—First prize, watch, C. D. Miller. 19. Potato Race—First prize, oval, Lackawanna Underwear company; second prize, dime bank; third prize, match box. 20. Foot Race—First prize, watch, C. D. Miller & Son; second prize, pair soap, C. Lopez. 21. Potato Race—First prize, watch, John H. Ludwig; second prize, Scranton Carpet and Furniture company. 22. Potato Race—First prize, M. J. Collins; second prize, Goldsmith's Barter. 23. Potato Race—First prize, Reihart the Jeweler; second prize, in view of the confidential relations of the parties, and the variety and complication of such accounts, it has been held that the period of the dissolution of the partnership is the proper time to make a rest for the purpose; Slaughter vs. Lynch, 2 Bland 37; 3 Bland 599; Hollister vs. Barkley, H. N. H., 20. 24. Foot Race—First prize, pair shoes, Lewis, Roddy, Butler & Murphy; second prize, pair pants, R. Lehman. 25. Double Race—First prize, sack, "Snow White"; first prize, Dickson Grain and Mill company. 26. Foot Race—First prize, watch, C. D. Miller. 27. Potato Race—First prize, oval, Lackawanna Underwear company; second prize, dime bank; third prize, match box. 28. Foot Race—First prize, watch, C. D. Miller & Son; second prize, pair soap, C. Lopez. 29. Potato Race—First prize, watch, John H. Ludwig; second prize, Scranton Carpet and Furniture company. 30. Potato Race—First prize, M. J. Collins; second prize, Goldsmith's Barter. 31. Potato Race—First prize, Reihart the Jeweler; second prize, in view of the confidential relations of the parties, and the variety and complication of such accounts, it has been held that the period of the dissolution of the partnership is the proper time to make a rest for the purpose; Slaughter vs. Lynch, 2 Bland 37; 3 Bland 599; Hollister vs. Barkley, H. N. H., 20.

EXCEPTIONS DISMISSED

OPINION IN THE FAMOUS GILMORE-DUFFY CASE. It Was Handed Down by Judge Kelly Who Dismissed the Exception to the Amended Report Filed by the Master in the Case—Interesting Discussion of Some Points of the Law Bearing Upon Partnership—Amount of Money Involved in the Litigation.

Judge Kelly Tuesday handed down the following opinion in the equity case of A. F. Duffy against A. G. Gilmore. The matter came before him in the shape of exceptions to the amended report of the master. These exceptions are dismissed: When this case was before us on exceptions to the original report of the master, all of the principal questions at issue between the parties were duly considered and disposed of, and we are not now called upon to re-examine them. Both parties have filed exceptions to the amended report, to which we must now give our attention. The question raised in the first exception of the plaintiff has been already decided in this case adversely to him, and the exception is now dismissed. The plaintiff's second exception is not well taken, and is also dismissed. It is sufficient to say with reference to it that in the decree entered on May 1, 1899, in respect to the account taken of the partnership between the plaintiff and the defendant from the beginning of said partnership, July, 1888, it is ordered and decreed that an account be taken of the partnership between the plaintiff and the defendant from the beginning of said partnership, July, 1888, to the present time. And it is further ordered that the plaintiff be certified to be due from either of the said parties to the other of them the amount of the partnership account, and the party to whom the same shall be certified to be due.

LETTERS FROM THE PEOPLE. Under this heading short letters of interest will be published when accompanied, for publication, by the writer's name. The Tribune does not assume responsibility for opinions here expressed. Tribute to the Worth of Thomas Derheimer. Editor of the Tribune. Sir: In your issue of Monday there was contained a obituary of the late Thomas Derheimer, of Dunmore. As a friend of his for many years, I may say a short space to speak of him. It was my pleasure from the earliest days of my acquaintance to recognize in him a man of sterling character, best with traits that commanded confidence and respect. To meet him was plain and unassuming. His quietness and the gentleness of his soul, to know him was to read him in his domestic life, and I believed him to be a devoted husband and to his children an indulgent father. He was a Christian, true to his God and his church, of which he was a faithful and staunch supporter. To the influence of the church must be attributed those characteristics that singled him out for recognition among his fellow men. To those of the Methodist Episcopal church of the borough in which he lived, he was a worthy representative of the Masonic order and his life was a lesson of emulation. He was a charter member of King Solomon lodge, No. 284, Free and Accepted Masons of the borough. He was identified with its various officers for some years. His members were largely instrumental to state in his passing. His passing is mourned by all. As a citizen there can be nothing added. His life in public and private scale of him with greater emphasis than any humble expression of the writer. He was a man of broad mind and the doing of the good words spoken of him by men of all shades of opinion in the community.

Mr. Gilmore agreed upon. Mr. Gilmore was agreed upon as the liquidating partner of the old firm. Mr. Duffy gave Mr. Gilmore a judgment note for \$10,000 to secure the payment of any balance which might ultimately be proved to be due from him to the partnership, and Mr. Gilmore gave security for the payment of all of the old firm's debts. There were outstanding accounts to be collected and debts to be paid, and it was not possible at the end of the dissolution to strike any balance between them. Mr. Gilmore had possession of the books of the firm until the receiver. They were delivered as to the construction of their verbal agreement with reference to the division of the profits. We are not prepared to say that either was guilty of any fraud or intentional bad faith. Plaintiff filed the bill in this case praying for an account, and neither of them can be especially held chargeable with any delay in the proceedings. Under all of the circumstances, we are of opinion that interest should only be allowed from the time the amount due from the plaintiff to the defendant was ascertained, to wit, May 29, 1901. The plaintiff's third exception is therefore sustained, and the defendant's exceptions are dismissed. Let counsel submit a formal decree.

Silver Polish. We could give a hundred testimonials from the best housewives of Scranton who have used our Cream Paste. If you are not satisfied with the polish you are using, try Cream Paste. There is no waste; it is cleaner and guaranteed to contain no acids. Small Bottle.....10c Large Bottle.....25c. China Hall. Geo. V. Millar & Co. 134 Wyoming Avenue. Walk in and Look Around.

A Summer Sale of Kitchen and Cooking Utensils. Our large center show window will give you an idea of our large and varied stock of Kitchen and Cooking Utensils, together with a "thousand and one" little things of convenience and necessity in the household. We promise to save you money if you can purchase from us. Let us do it? J. D. WILLIAMS & BRO. 312-314 Lackawanna Avenue.

Cedar Chests. It is now time to put your winter clothing and bedding and you need something that will keep away moths. There is nothing better for this purpose than the Cedar Chests that are carried in all sizes by Hill & Connell. 121 Washington Avenue.

ATLANTIC CITY HOTELS. GRAND ATLANTIC HOTEL AND ANNEX. Virginia Ave. and Beach, Atlantic City, N. J. 6th year; 350 beautiful rooms, en-suite, and with bath; hot and cold sea-water baths in hotel and annex. Location quiet and central, within few yards of the Steel Pier, Orchestra, Casino special spring rates, \$15 to \$15 per week; \$2.50 up by day. Special rates to families. Coaches meet all trains. Write for booklet. CHAS. E. COPE. HOTEL OSBORNE. Atlantic City, N. J. One square from beach. New 25-room annex. Modern appointments. Unexcelled service. Rates, by the day, \$1.50 and upward. By the week, \$8 and upward. Capacity, 100. E. J. Osborne. THE DELAWARE CITY. Atlantic City, N. J. Tenth avenue and Beach. Centrally located. Cheerful. Comfortable and home-like. Tables and service unsurpassed. Capacity, 200. BEST & BRIDBAKER. SCRANTON CORRESPONDENCE SCHOOLS. SCRANTON, PA. T. J. Foster, President. H. L. Allen, Treas. R. J. Foster, Secretary. Stanley P. Allen, Vice President.

OUR SEVENTH RIBBON SALE. Beginning Wednesday, July 24. Will be an event such as has never been equalled in this city. Thousands of yards of the latest styles of Ribbons will be shown and sold. No one who wears or expects to wear Ribbons for months to come can afford to let this chance go by. All at one price. Gauze Ribbons, 5 and 6 inches wide, very latest patterns. Our stock in this line is limited. Our advice would be purchase early. 10c. Plain Taffeta and Moire, 3 to 5 inches wide; Changeable Silk, 3 and 4 inches wide; Single and Double Faced Satins, Beltings, etc. Value from 15c to 40c per yard. See Our Window. The New 4c Store.

50 Per Cent. Discount. On all hats at M. J. Horan & Son, No. 241 Lackawanna Avenue. Steam Heating and Plumbing. P. F. & M. T. Howley, 231 Wyoming Ave. Dealers in Bonds and Investment Securities. 66 Broadway, N. Y. Wilkes-Barre, Carbondale. 434 Commonwealth Bldg., Scranton, Pa.