

DAYTON PEOPLE HONOR WRIGHTS

Brass Bands, Triumphant Arches and Public Speeches for Aviators.

GREAT DAY FOR OHIO TOWN BROTHERS WORKED DURING A PORTION OF FESTIVITIES.

Dayton, O., June 17.—In the city in which a few years ago they began in obscurity their first experiments with flying machines, Orville and Wilbur Wright today received the homage of their townspeople.

Escorted by brass bands, led beneath triumphant arches, through streets decorated with models of their aeroplanes and greeted in public speeches, the brothers appeared the least conspicuous that anything unusual was going on. When that part of the program was reached which read:

"Responses by the Wrights," Wilbur and Orville each arose and said:

"Thank you, gentlemen."

How They Spent the Day.

This is how the Wright brothers spent the day:

9 a. m.—Left their work in the aeroplane shop and in their shirt sleeves, went out in the street to hear every whistle and bell in town blow and ring for ten minutes.

9:30 a. m.—Returned to work.

10 a. m.—Drove to the airport for the opening ceremony of the "Home-coming celebration."

10:30 a. m.—Returned to work.

Noon—Reunion at dinner with Bishop Miller Wright, the father, Miss Katherine Wright, the sister, Reclina Wright of Tongonoxie, Kan., a brother, and Loren, another brother.

2:30 p. m.—Reviewed a parade given in their honor in the downtown streets.

4 p. m.—Worked two hours packing up to Washington.

9 p. m.—Attended a public reception.

9 p. m.—Saw a pyrotechnical display on the river front in which their own portraits, eighty feet high and entwined in an American flag, were shown.

When the fireworks were over, Wilbur turned to Orville and said:

"Let's hurry home; you know we have to get up early."

Nothing Left Undone.

Fluttering in banners and gay decorations, Dayton left nothing undone to honor the aviators. A business was suspended except for the sale of toy airships and post-cards illustrative of the Wrights' home and Huffman Prairie, where, in 1903, the Wrights made their first long aeroplane flight.

The opening ceremony was held in a park beneath the trees. "Jonathan Dayton," representing the founder of the city and dressed in Colonial costume and a wig, with a cast of characters, presented a pageant. The crowds were so dense that people viewed the spectacle from fences, trees and rooftops.

General James A. Hahn, chief signal officer, accompanied by Lieutenant Lahn of the signal corps, arrived from Washington today with the gold medal authorized by congress which he is to present to the Wright brothers tomorrow.

Herald Free Cooking School.

The last of the series of instructive demonstrations will be given this evening at 8:15, Unity hall, 138 South Second East street.

HENEY UNCORKS BOTTLES OF WRATH

Blistering Argument of Assistant District Attorney in Calhoun Case.

San Francisco, June 17.—Francis J. Heney, famous throughout the country as a prosecutor before he came to this city four years ago, laid down his half century argument in the case of Patrick Calhoun tonight at relating his ambition to become district attorney of the new administration in San Francisco, and after outlining, with all the vehemence of his fiery disposition, the theory of the prosecution that tends to connect the president of the United Railways with the charge of bribery that has served as the basis of a five-months' trial.

Mr. Heney expects to conclude by tomorrow afternoon at the hour of adjournment, and it is hoped that Judge William P. Lawlor, after submission of the argument, will elect to give his instructions. It is believed, require about three hours to deliver, and give the case to the jury in a night session. Otherwise, as is admitted, the instructions will be deferred until Saturday morning.

They All Divided.

Mr. Heney exploited the history of several political bosses with whose history he manifested acquaintance.

"Go down the line," said the speaker. Remember "Boss" Tweed of New York, Butler of Missouri, "Blind Chris" Buckley, Sam Rainey and Phil Crippins of San Francisco. Can you recall whether they divided with their subordinates? Do you suppose they prospered without the cooperation of the men they put in office?

He attempted to demonstrate to the jury that the prosecution had no course open save grant immunity to the supervisors who gave the most direct testimony against the defendant, and he related in every detail the history of Abraham Ruef, Eugene E. Schmitz and the other men charged with complicity in the bribes of the labor union administration.

Scorching for Abbott.

One of the several dramatic features of the day was when Mr. Heney, reaching a discussion of the activities of William M. Abbott, of the legal force of the United Railroads, walked to a point opposite Mr. Calhoun, and shaking his finger at the subject of his discourse, said:

"I am talking about William M. Abbott, than whom no milder villain ever cut a throat or scuttled a ship. In appearance a Sunday-school superintendent, he is yet one of the men who was responsible for this record of black iniquity."

Mr. Heney spoke in a court room packed to the doors, and crowded beyond the doors into the lobby of Carpenters' hall to the sidewalk.

Judge Frank H. Dunne, before whom several of the different defendants have been tried, shared the bench with Judge Lawlor, and the large audience included several prominent clergymen.

BROKER ADS TO EVIDENCE OF SERVANTS

Continued from Page 1.

at the witness' answers, and smiled sarcastically.

Counsel for Mr. Gould read into the record the depositions of a bell boy, James Clark, employed in the Hotel Carroll in Lynchburg, Va., where Dustin Farnum, the actor, was stopping in November, 1904, when Mrs. Gould arrived and stayed

two or three days at the hotel on her way to Blue Gap farm, according to the deposition. The bell boy said he saw Mrs. Gould in a public reception room waiting for Mr. Farnum on Nov. 19, and after Mr. Farnum came they went to Mrs. Gould's rooms. On two occasions that day he was called to Mrs. Gould's rooms, the bell boy said, and each time saw Mrs. Gould and Mr. Farnum alone in the room. They were in the outside room, which was really a bedroom, with a bed in it, but which Mrs. Gould used as a reception room, according to the witness. Mrs. Gould talked with him each time with the door partly closed, he said. He did not see the actor in the public dining-room or about the hotel at any time, the witness deposed. Mr. Farnum changed his room and obtained one on the floor above, directly over Mrs. Gould's rooms, according to the witness.

The Actor Described.

Mrs. Gould's counsel read into the record the cross-examination of the bell boy, James Clark, in which he told of coming to New York and seeing Mr. Watson, counsel for the defendant. The bell boy described Actor Farnum as a tall fellow with massive shoulders and bushy hair which stuck out from under his hat.

He was booked to play in Lynchburg on Nov. 19, the bell boy said.

Mr. Watson read the deposition of a waiter at the Carroll hotel who claimed serving supper for Mrs. Gould and Farnum in her rooms at the hotel on Nov. 18, 1904.

The waiter said that Mrs. Gould instructed him to set the table with a chair at the end and the other chair on the side near the first chair. He said he left Farnum and Mrs. Gould in the room after he had cleared away the dishes.

The following witness testimony was called to Mrs. Gould's rooms and she ordered breakfast for two. She stood in the doorway and watched the waiter. He served supper for them in her rooms again that night. She left some time during the night, the witness testified. He said he went to the head waiter the next morning and asked if he should go up to room 14 (Mrs. Gould's room), and the waiter said:

"No, they have gone."

DUTY ON PULP AND PAPER AN OUTLAW DUTY

Continued from Page 1.

per and periodicals in 1905 was \$108,349,129.

"The testimony before the house committee," said Mr. Brown, "shows that the International Paper company itself went into Canada and purchased a large amount of print paper to keep the American publishers from buying it, and this they parceled out among their foreign customers. Because of this purchase of foreign paper, the trust had to treat a supply on hand and was compelled to shut down twenty-four paper machines while the surplus was being consumed in American presses. And the protected laborers on these twenty-four machines were compelled to find other jobs."

"The paper industry has grown and prospered because of the tariff. American mills produce more than 1,200,000 tons of print paper annually and are able to supply the American market.

"Ground wood pulp is made very largely from the spruce tree, with a limited amount from the hemlock tree, he said.

"The spruce is already nearly exhausted in the United States. The government forest service estimates that there are fifteen million acres of spruce forests east of the Rocky mountains. The spruce on the Pacific coast is more valuable for lumber, and is used only in limited quantities for making paper."

Senator Brown drew the following conclusions at the end of his argument:

"Our pulp supply is nearly exhausted.

"The pulp wood supply of Canada is apparently inexhaustible.

"Free pulp would tend to conserve our pulp wood.

"The production cost of pulp paper is less in the United States than it is in Canada.

"A ton of news print paper costs in

Canada \$25.44 to manufacture, in the United States it costs \$27.74 per ton.

"The print paper market is controlled in the United States by combination, and whatever duty the law may fix will assist the combination in that control in violation of the law to the injury and outrage of the public.

"By reason of such control, the cost of print paper to the consumer has been arbitrarily advanced to an unreasonable and unconscionable price profit to the manufacturer.

"Print paper advanced from \$33 in 1907 to \$32 and \$50 per ton in 1908.

The importation of print paper for all time has been negligible. The proposed duty on pulp and print paper is therefore not necessary for protective purposes nor useful for revenue purposes. It is therefore an onerous duty, and should be stricken from the bill."

A-Y-P. EXPOSITION RATES Via Oregon Short Line R. R.

\$29.00 from Salt Lake to Seattle and return; on sale daily, commencing June 1. Ask agents for further particulars. City ticket office, 201 Main street.

Herald Free Cooking School.

The last of the series of instructive demonstrations will be given this evening at 8:15, Unity hall, 138 South Second East street.

"Every Day a Big Day" At Saltair. Bathing, Dancing, Ship Restaurant and 36 other attractions.

GARDNER DAILY STORE NEWS MAIL ORDERS PROMPTLY FILLED

Weather Forecast for Today: Generally Fair.

You Can Keep Cool in Cool Clothes

For real comfort, one of our Soft Negligeé Shirts. The patterns and general appearance are such that you won't be ashamed to take off your coat in a crowd.

75c to \$2.50.

We have Straw Hats: all styles; your style. \$1.50 to \$5. Panama, \$6 to \$10.

Summer Underwear—half sleeves, knee length; all fabrics; all prices. 25c to \$2.50 the garment.



ONE PRICE J.P. GARDNER 130-138 MAIN ST. THE QUALITY STORE

REXALL Kidney Cure

At the first indication of disorder begin using this invaluable remedy. It goes right to the cause and gives immediate relief.

Druel & Franken

271 Main, east side, not on the corner. Bell 100 and 188; Ind. 100.



Substantial Construction

Houses built by this company twenty years ago are among the best in the city today. For quality of material and workmanship they are unsurpassed. Such houses are a lasting advertisement.

When a house has been built twenty years and is today in first-class condition, it must have been well built. This company holds the record for solid construction, and it is a record worth considering in selecting a home.

Read this list of fine residence property on the North Bench:

On Tenth avenue, between C and D streets, four fine five and six-room south front red brick bungalows. One short block from new Ninth avenue car line; halls, living rooms and dining rooms have fir finish, stained mission; dining rooms have beam ceilings, plate rails and paneled walls; large bath rooms, kitchen, pantries with bins, drawers and shelves; every convenience; wired for electric lights; large front porches, 30 feet by 10 feet; back porches screened in. Prices: Nos. 321-327-333 Tenth avenue, \$3,500; No. 337, \$4,000.00.

No. 257 Tenth avenue: five-room cement and pebble dash bungalow; new, thoroughly modern; lot 41 feet 3 inches by 123 feet 9 inches, with driveway. Price, \$3,500.00.

Northwest corner Ninth avenue and C street; four 2-story pressed brick houses; on new Ninth avenue car line; newest designs; seven rooms; complete modern plumbing; full basement; hot water heat; front and back porches; good-sized lots; will be finished in about 4 weeks. Prices upon application.

Salt Lake Security & Trust Company

32 Up. Main Street

A Fine Hotel for \$300.00

Prospectus and Outline of Plan for Disposition and Sale of the Property of the Burley Townsite Company, Ltd., Burley, Ida.

DESCRIPTION OF PROPERTY.

Burley is situated in the lower part of Goose Creek valley, in Cassia county, Idaho, and on the line of the Oregon Short Line railway extending from Minidoka to Buhl. It is the natural depot of supply for Oakley, Marion, Basin, Island, Albion, Elba, Malta and Alma, and is the trading center for the people occupying 150,000 acres of the choicest land in Idaho. An electric railway is already projected to Albion, which will probably be built during the present year. The Oregon Short Line is considering the advisability of building a railway line to Oakley, with a fair chance of its being extended southward from that point. There is a strong probability of a sugar plant being erected in the immediate vicinity of Burley in the near future. The land in the vicinity of Burley is unequalled even in Idaho for its fertility. The South Side Minidoka government irrigation project is now practically completed, and the water has been turned into the canals during this present year. A project, promoted by Kahn Bros. and associates, to conserve the waters of Goose creek, which will be used under the Carey act upon about 50,000 acres of additional land tributary also to Burley is now before the State Land Board, and will undoubtedly be favorably acted upon during the next sixty days. The mining and marble interests in the vicinity of Burley and of which it is the outlet promise a new source of wealth and prosperity in the near future. The higher lands in this section of Cassia county, that cannot be irrigated, have been shown to be fitted for dry farming and many people are settling thereon. The sheep and cattle interests of Cassia county continue, as they have been in the past, a great source of wealth and prosperity, and Burley is the natural shipping point for these industries.

THE TOWNSITE.

The townsite of Burley consists of 600 acres of land, to which the Townsite company has the government title attested by patents already issued. There is no encumbrance of any kind upon the company's holdings. The town is well laid out; a school house costing \$15,000.00 has already been constructed and is in actual use; the best of water is obtainable in unlimited quantity, not only in the town but everywhere in the vicinity from easily constructed wells; and the farm lands tributary to the town are being rapidly developed by an industrious and enterprising class of citizens.

The townsite is divided into lots, some of 50 and some of 25 feet in width and 125 feet in depth. Many of the lots in the different parts of the town have already been sold and the proceeds of the sales have been mainly devoted to improvements of various kinds. A block in the southwestern part of town has been reserved by the town company as a public park.

THE HOTEL BURLEY.

During the past year the Townsite company has erected a hotel upon lots 17 to 21, inclusive, in block 104 of the townsite, which is called the Hotel Burley. The hotel is constructed of Utah pressed brick, a part of it is three stories in height, the main building being two stories, and its dimensions being 110x112 feet; having a modern heating system and being wired for electric lights. Each of the bedrooms is provided with stationary wash stands and hot

and cold water, eight of the rooms having private baths attached. There are also public baths, a billiard room, a billiard table, and the space reserved for office, dining room, kitchen, etc., are six store rooms, all of which are now occupied by tenants who have leased the same for one year. The occupants of these rooms are the Bank of Commerce, Burley Realty & Abstract Co., Burley Pharmacy, Conant & Dunning, gent's furnishings, and barber shop and billiard hall. The monthly rentals of the building, including the hotel proper, is \$470, and these rentals will be greatly increased in amount at the end of the year.

OTHER PROPERTY.

Besides the town lots owned by the company and the Hotel Burley, the Townsite company also owns lots 15 and 16, in block 122, upon which is erected a substantial building and in which the Burley Bulletin, a weekly newspaper, is published. The company likewise owns the entire printing plant and machinery of the Bulletin, which originally cost about \$10,000. This newspaper has a well established business, and is a paying proposition. Like the Hotel Burley and all other property of the Townsite company, it is entirely free and clear of debts or encumbrances of any kind.

The Townsite company also owns lots 13 and 14, in block 167, upon which a dwelling house is erected. We value the hotel at \$75,000, the Bulletin printing plant at \$10,000 and the dwelling house and lots at \$2,500, and believe these values are rather under than over the true value.

PROPOSED PLAN OF DISPOSITION.

The Townsite company believes it will subserve the best interests of the entire community as well as of the company to close out its entire holdings, although by doing so a much less amount will be realized than the appraised valuation calls for. The company still owns 234 lots, the remainder of the original number of lots having been sold or being under contract for sale. The average appraised value of these lots is about \$75.00, and a large number of them are valued at from \$50.00 to \$2,000.00, at which rates adjacent lots have already been sold. The company proposes to enter into contracts for the sale of these lots at \$300.00 each, \$150.00 of which will be paid in cash when the contract is made, and the remaining \$150.00 to be paid on or before the day preceding the day of the drawing hereafter mentioned. On Sept. 15, 1909, a drawing will be had at Burley, provided by that time 1,500 or more contracts have been entered into. This drawing will be under control of a committee of five appointed one each by the president or board of directors of the Boise City National bank, the First National Bank of Idaho of Boise, Ida., the Deseret National bank and McCormick & Co. of Salt Lake, Utah, and the First National bank of Twin Falls, Ida. None of the committee in charge will in anywise be interested in the drawing, and the Townsite company will not have any control in any way thereof. Should there not be a majority of said committee present when the drawing is had, enough persons shall be selected by holders of contracts present at the drawing to make up the full number of said committee. At this drawing the several contracts entered into and the remaining chances taken by the Townsite company, as hereinafter provided for, shall be numbered consecutively and slips containing said num-

bers placed in a wheel, box or such other receptacles as the committee in charge may devise, and the numbers of the lot and block of the different lots will likewise be put on slips and placed in another similar receptacle. There will also be placed in the latter receptacle a slip containing the words, "The Hotel Burley," another slip containing the words, "The Bulletin," and another slip containing the words, "The Dwelling House," and the number of slips containing the several lots and the hotel and the Bulletin, newspaper and the dwelling house shall equal in number the contracts and the chances drawn by the Townsite company, and being 2,337 in number. The drawing will proceed under the direction of the committee in charge by having some person provided by said committee for the purpose and selected at the time of the drawing, taking a slip, without being able to distinguish the number thereof, from the first receptacle mentioned and at the same time another person, selected in like manner, shall draw a slip from the second receptacle mentioned, and the person holding the contract represented by such number drawn from said first receptacle shall become the owner of the lot, hotel, Bulletin newspaper plant or dwelling house drawn contemporaneously from said second receptacle.

Should the number of the contracts entered into be 1,500 or over and less than the entire number of chances, to-wit, 2,337, then and in such event the said Townsite company shall take the remaining chances and draw the same and be entitled to the lots or other property drawn thereby, in the same manner as individual contract holders.

WHEN PAYMENTS ARE TO BE MADE.

Every person entering into a contract shall sign said contract in duplicate and each thereof shall be signed by the secretary of the Townsite company and sealed with its seal, such person taking one of said duplicate contracts and the other being retained by said company. The person so entering into said contract may designate either of the banks heretofore named or any bank in Cassia county, Idaho, as the bank in which said money so paid by him shall be deposited, and said bank shall retain said money until the day of the said drawing, on Sept. 15, 1909, and if said drawing takes place then said money shall be paid over by said bank to the Burley Townsite company, and if said drawing does not take place said money without cost or charge shall be paid over to said person so entering into said contract. The second payment shall be made to the secretary of the Townsite company in cash or by postal or express order or by certified or cashier's checks on or before Sept. 14, 1909, and any person defaulting in said second payment or failing to make the same on or before said 14th day of September, 1909, shall forfeit the first payment made and said contract shall be cancelled and the Townsite company shall draw the number of said contract in a similar manner as it will draw for the unsold contracts heretofore provided for and said Townsite company shall be the owner of any lot or other prize so drawn.

It is understood by the Townsite company that all contracts are assignable if such assignment is made thereon or all attached thereto in writing.

Agents will be appointed from time to time by the Townsite

company to sell contracts, but all of the contracts so sold shall be signed by the secretary of the Townsite company, and under its seal. The agents will not be permitted to receive the first payment herein provided, but said payment must be made to one of the designated banks.

DISPOSITION OF PROCEEDS.

The moneys received from the sale of contracts if such drawing is had, shall be paid over after said drawing to the president or treasurer of the Burley Townsite company, Limited, and out of said moneys there shall be placed \$10,000 in each of the following banks, to-wit: The Bank of Commerce at Burley, the State Bank of Burley, the Oakley State Bank, the Bank of Albion and the First National Bank of Twin Falls, and shall be retained in said banks as the property of the Townsite company, and upon the incorporation of said town shall be turned over to the proper town authorities for the following uses and purposes, to-wit: For sewer purposes, \$10,000; for construction of a bridge across Snake river at the point where Overland avenue, if extended, would touch said river, \$10,000; for purposes of water supply, \$10,000; to be expended for said town of Burley after said town is incorporated under the laws of Idaho; but if such incorporation is not made prior to Jan. 1, 1911, said amounts shall be withdrawn by the Townsite company and become its property.

FUTURE SALE OF LOTS.

There will be no town lots sold after this 15th day of June, 1909, by the Townsite company until after the drawing, Sept. 15, 1909. The contracts heretofore made by the company in regard to the sale of lots will be carried out as in said contracts provided, but no additional contracts will be made within the time above stated.

The property herein specified as subject to said drawing comprises all of the real property of the Townsite company except that heretofore contracted for and the lot upon which the company's office is situated. We will guarantee the title of all the property disposed of, and will make warranty deeds to the parties entitled thereto immediately after the drawing.

The undersigned, constituting the board of directors of the Burley Townsite company, Limited, pledge themselves, both as officers of said corporation and as individuals, to carry out to the best of their ability the plan herein outlined in such manner as will honestly and fairly keep every promise herein made and do equal and exact justice to all concerned.

Attest:

J. T. SPENCER,
Secretary.

WM. T. JACK,
JAMES H. HAWLEY,
JOSHUA E. MILLER,
I. B. FERRINE,
S. D. BURTON,
Directors.

Dated, Burley, Ida., June 15, 1909.