

Women's \$2.50 Oxfords, size 2 1/2 to 4 1/2. Consignment price

49c

HAMBURGER'S.. BIG CONSIGNMENT SALE

Men's \$3.00 Oxfords. Consignment price

\$1.29

POSITIVELY THE LAST TWO DAYS, TOMORROW, SATURDAY, AND MONDAY

Will wind up this great sacrifice sale of all summer merchandise. An out pouring of dependable merchandise such as this city has never witnessed.

- \$5.00 Lingerie Dresses, Consignment price \$1.95
\$10.00 White Voile Dresses, Consignment price \$3.95
\$2.00 Dresses, Consignment price 98c
\$1.00 Waists, Consignment price 39c
\$3.50 Silk Petticoats, Consignment price \$1.79
Men's \$15.00 Suits, Consignment price \$7.95
Men's \$10.00 Suits, Consignment price \$4.95
Men's \$8.50 Suits, Consignment price \$3.45
Men's \$2.50 Pants, Consignment price \$1.29
Men's 75c Dress Shirts, Consignment Price 38c
Men's \$2.00 Fall style Hats, black, brown and grey, Consignment price \$1.00
\$3.50 Boys' new Fall Suits, Consignment price \$1.95
Boys' \$5.00 Fall Suits, Consignment price \$2.95
Boys' Blue Serge \$6.50 Suits, Consignment price \$4.95

HAMBURGER'S DEPARTMENT STORE

MEN'S AND WOMEN'S FALL SUITS ARRIVING DAILY

335 West Pike Street

Opposite Waldo Hotel

BABY'S HANDS TIED

MOTHER TELLS HOW SAXO SALVE CONQUERED ECZEMA.

Last fall we noticed small rough and red spots coming on baby's hands. The skin was very dry and she kept scratching them until they would bleed.

You cannot do better than to try Saxo Salve for eczema, tetan, ringworm, or any skin affection.

Sewer Pipe ALL KINDS AND SIZES

G. M. West's

DEALER IN Hay, Grain, Feed, Lime, Plaster and Cement.

PEOPLES' FURNITURE STORE

Furniture is a home proposition. You buy it for comfort, for wear, for appearance.

We offer you first quality furniture only - furniture that carries an iron clad guarantee with it.

Baltimore & Ohio Seashore Excursions July 4, 18, August 1, 15, September 12. \$10.00 Good in Coaches Only. \$12.00 Good in Pullman Cars with Pullman Ticket. CLARKSBURG TO ATLANTIC CITY AND RETURN TICKETS GOOD RETURNING SIXTEEN (16) DAYS.

The Corrector of Destinies

Being Tales of Randolph Mason as Related by His Private Secretary, Courtland Parks The Interrupted Exile By Melville Davison Post

Copyright by Edward J. Glode (Continued from yesterday.)

I had my way about it in the end. The meeting of the Cruger Coal company was held, the record correctly made, the bonds authorized, and the mortgage prepared in every detail as the law required it.

"My dear friend," he said, "I seem to be quite awake, and yet this event is after the manner of dreams or the illusion of some Oriental drug."

He went on slowly a little farther up Broadway. Then he stopped as though taken with a sudden resolution.

"Mr. Parks," he said, "Randolph Mason directed me to go to Europe and hide this money in my daughter's apron. I will go tomorrow on the Baltic. Come down to the ship at eleven and explain this miracle to me. I will run up home now for the luggage."

Then he took a car to his train and returned to the banking house of Hurst & Solmeyer. I, also, wished an explanation: I walked straight through the building to the private office of the elder banker, and sat down before him at his table.

"Solmeyer," I said, "were you sure that the brick which you have just bought is gold?"

The old man smiled and stroked his long, patriarchal beard.

"Yes, Mr. Parks," he said, "this one is gold, Gates got the brass one."

"Impossible," I replied. "Myron Gates got a mortgage prepared by his own scrivener for the full value of this property. His security is prior to yours. How could his brick be brass?"

"The old man's black eyes twinkled in their deep sockets.

"Mr. Parks," he said, "you do not know the Prophets. Is it not written 'Whoso causeth the righteous to go astray in an evil way shall fall himself into his own pit?'"

"The quotation is hopeful," I said, "but into what pit did Myron Gates fall?"

The old banker looked me searchingly in the face.

"Randolph Mason said that we were not to tell this thing to any one," (to avoid a charge of notice under the case cited,) "but you are his secretary, and I take it that he has sent you to see if we, ourselves, understand it."

Then he pulled out the drawer of the table and laid before me the mortgage, a copy of the one executed for Myron Gates, a report of the Supreme Court of Appeals of West Virginia, and a copy of the Acts of its Legislature. Each volume was marked with a slip of paper. The banker opened first the volume of Acts.

"You will observe," he said, "that the old form of acknowledgment for corporations was changed by this act, and a new form given, in which the president of the corporation must certify under oath that he is such officer, and authorized to execute such a paper. Now, the scrivener who drew the Gates mortgage used the old form of acknowledgment as he found it in the form books, while our mortgage, you will notice, is executed under the new form of acknowledgment."

"Well," I said, "what important effect can that have? The Gates mortgage is in proper form, there is only a mistake in the certificate of acknowledgment. That does not invalidate the mortgage, nor affect the validity of the bonds."

For answer the banker opened the

volume of reports, and passed it across the table to me, his finger marking the page.

It was a decision of the Court of Last Resort in the state where the mortgaged property was situated, holding that such a mortgage, certified under the old form of acknowledgment, could not be admitted to record so as to create a lien on the property, that such an acknowledgment was void, and that spreading such a mortgage, so acknowledged, on the county records did not make it a recorded lien.

The matter was now clear. The Gates mortgage was not a lien. Gates was only a general creditor. The first and only lien on these coal properties was this last mortgage, which was properly acknowledged, and could be admitted to record. The estate pledged was worth merely the amount of the last mortgage. When it was foreclosed, as it doubtless would be, Hurst & Solmeyer's clients, the innocent foreign holders of the really secured bonds, would be paid in full. Myron Gates would come in after them as a general creditor, but there would be no assets with which to pay his debt. His bonds were, therefore, worthless, his debt worthless. The bank had been paid in cash, the note liquidated; thus the bank was not affected. Hurst & Solmeyer would make twenty thousand dollars. Myron Gates was the only one upon whom the loss would fall. He would be out two hundred thousand dollars.

I understood now why Randolph Mason had merely said, "Let the man execute this mortgage and pay the bank." When he had looked at the legal paper he had instantly seen the old form of acknowledgment and knew that it was void. Myron Gates' draftsman had worked his undoing. It was necessary only to get the money from Gates and pay the note at the bank, so that this valid debt would be liquidated with cash and the bank eliminated from the problem, then create a proper lien to a second creditor and leave Gates to whistle for his money. The case was simple, eminently practicable, impossible of failure. Myron Gates had set his own trap, digged his own pit. His trap had crushed him, his pit received him, the score was settled with him to the last cent.

I saw, also, why Randolph Mason wished to keep the explanation confined to the fewest possible persons. He did not wish Gates to discover the defect in his mortgage until he attempted to foreclose it, after the first default in the payment of the interest on his bonds, one year after the execution of the mortgage. It would then be too late for any proceedings in insolvency to affect the second mortgage. So he had left the solution a mystery, even to me, and enjoined Hurst & Solmeyer to secrecy. Myron Gates would rest easy until he began to foreclose, some months, perhaps, after the end of the year. Then he would awake to find his mortgage smoke under him, his bonds rags, his debt vanished.

I found General Cruger waiting for me on the deck of the Baltic when I arrived. Good fortune had restored his middle age, his step was springy, the muscles of his face firm again, the old light rekindled in his eyes. He put his arm around my shoulder, and we walked to the bow of the steamer. The old man was thrilling like a boy over his anticipated plan. He would join Emily in Paris, they would spin through the great Alps to the Italian lakes and return along the Riviera to Marseilles; but they should live a week, not a day less than a whole week, with Guido at Pollano in the teeth of the seas, and he would make no bargain with Guido, the Italian should rob him like a brigand of the first order. In three years they would return.

I made one of the cheering crowd on

the pier as the ship went out to sea with the tugs barking at her heels.

For the legal principle involved in this story, see Sec. 3 syllabus, Abney et al. v. Ohio Lumber and Mining Company, 45 W. Va., 446. "A certificate of acknowledgment of a deed conveying real estate by a corporation, which fails to show that the officer or agent executing it was sworn and deposed to the facts contained in the certificate, as required by section 5, chapter 73, Code, is fatally defective, and does not entitle such deed to be recorded."

DELEGATES

To Leave This Week for Meeting of American Bar Association.

CHARLESTON, Aug. 23 - The delegates to the American Bar Association at Milwaukee will leave here this week to attend the meeting which begins on August 27 and will continue in session for three days. The West Virginia delegates are Judge George Poffenbarger of the supreme court of appeals, Judge Charles S. Dice, of Lewisburg, and Charles E. Hogg, dean of the Law School of the University. These delegates will be accompanied by a number of lawyers, among whom will be George E. Price and D. C. T. Davis, of this city.

I R. Alley, a former merchant of Ceredo, Wayne county, who at the May term of the circuit court was convicted and sentenced to five years in the penitentiary for grand larceny and who has been trying to show that he is innocent of the crime, has failed to convince the pardon attorney, and his application for pardon has therefore been refused. Alley was convicted of stealing a box of shoes, and now attempts to show that he purchased the shoes from men who are charged with being parties to the robbery and whose cases are yet to be tried. The robbery was committed in October, 1911.

Another applicant for executive clemency who failed in his effort was Arthur Harden, colored, aged 30 years, who in 1909 was sent up from Berkeley county for life for the killing of Nellie Virginia Madison, also colored, with whom Harden was living. Harden became angry when the woman accused him of leaving her to see another woman, and procured a revolver and shot her to death.

With but a few weeks to serve, Thomas J. Mauser, aged 44, an engineer, sent up from Monongalia county at the February term of 1911, on the charge of bigamy and given two years, has been given a conditional pardon. Mauser alleged that his first wife had left him and had been gone for five years, when he married a second time.

TO BE DEPORTED.

One man was convicted of street drunkenness and fined \$3 and costs this morning in the police court. In default of payment he was remanded to jail until evening, when he will be deported. Mayor Frank R. Moore presided at the session.

Auction Tonight Coffman & Fisher Store, 403 West Pike street.

ANNOUNCEMENT

Although woolens will be advanced next year by the producers from 7 1/2c to 20c a yard over present prices, the United Woolen Mills Co. WILL NOT RAISE THE PRICE of suits or overcoats made to individual measure.

Because of our enormous buying facilities we can procure our woolens at rock-bottom prices--

Because of our scientific economy in production--

Because of our policy of low profits on large sales--with many thousands of suits sold annually at the honest, unchanging price of

ESTABLISHED 1902 ALL SUITS TRADE MARK ALL OVERCOATS \$15 NO MORE NO LESS

(Without the Vest, \$13)

All garments tailored to the measure of the man and the means of the masses.

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America's Predominant Tailors 318 PIKE STREET

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CLARKSBURG, W. VA. 318 Pike Street.
CHARLESTON, W. VA. 113 Capitol Street.
HUNTINGTON, W. VA. 326 Ninth Street.
WHEELING, W. VA. 1232 Market Street.
MORGANTOWN, W. VA. 357 High Street.
COLUMBUS, O., 47 N. High Street.
CINCINNATI, OHIO, 422-424 Vino Street.
ZANESVILLE, OHIO, 430 Main Street.
MARIETTA, OHIO, 192 Front Street.

From Farmer to Consumer

Is it any wonder that we sell the highest quality of meats at prices lower than you pay elsewhere for very ordinary meats? It is simply a matter of turning over the Middleman's profit to the Consumer.

- Sugar Cured Hams, any size per lb. 16c
Sugar Cured Breakfast Bacon, 3 to 5 pound pieces 16c
Hind Quarters of Spring Lambs, per pound 20c
Chuck Roast from Prime Beef, per pound 15c
Short Ribs of High Grade Beef, per pound 12 1/2c
Spring Chickens 22c
Hamburger Steak, per lb. 12 1/2c
Lamb for Stewing or Pot Pie, per pound 12 1/2c
Old Fashioned Bologna, whole 12 1/2c
Frankfort style, per pound 14c
Minced for Luncheon, per pound 18c
Spareribs, 2 pounds for 25c
Forequarters of Spring Lamb, per pound 16c
Rib Roast of Prime Beef, per lb. 18c
Veal for Roasting, per pound 20c
Dry Salt for Boiling, per lb. 13c
Sliced Breakfast Bacon, per lb. 25c
Sliced Raw Ham, per lb. 30c
Fresh Pork Shoulders, whole, for roasting, per lb. 14c
Fresh Country Butter, per lb. 25c
Sausage, 2 pounds for 25c
Fresh Beef Tongues, per lb. 12 1/2c
Fresh Brains, per lb. 12 1/2c
Fresh Beef Liver, 3 lbs. 25c
Home Rendered Lard 15c

WHITE BROTHERS COMPANY SANITARY MEAT AND PROVISIONS 112 THIRD ST