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OFFERS TERMS OF COMPROMISE

Mrs. Latham Submits Proposition to The City Council.

IS POLITELY DECLINED.

Offer Too Low and Some Conditions of Doubtful Legality.

A compromise proposition submitted by Mrs. Elsie G. Latham, through her brother Mr. Thos. G. Gaylord, last week was respectfully declined by the Council, after informal conferences to consider the proposition. The text of the proposition submitted in writing is here given:

GAYLORD'S ARTICLE.

Hopkinsville, Ky., July 21, 1910.
To the Mayor and City Council of Hopkinsville, Ky.

Gentlemen:

Without recognizing the will of John C. Latham as valid in any particular and without forfeiting any of the rights of my sister, Mrs. Latham, as a contestant thereof, and for the purpose of settling out of court any matters connected therewith insofar as the city of Hopkinsville is concerned, - would recommend to my sister the following propositions as a compromise of the city's interests: In the first place, I would state that Mrs. Latham owns real estate in the city of Hopkinsville and would be delighted to transfer her residence from New York to Hopkinsville in the event that a settlement could be perfected with the city of Hopkinsville so that she could personally see to the care and protection of her interests here. Under the alleged will of Mr. Latham the city of Hopkinsville is left property and money including the poor fund approximating in value the sum of one hundred thousand dollars, which embraces approximately fifty thousand dollars for park purposes, the old Latham homestead being designated as Virginia Park and the old warehouse lot as Peace Park, and it is provided that the sum of thirty thousand dollars shall be expended upon these two lots of real estate for the purpose of beautifying them. It has occurred to me that the city of Hopkinsville could take a given sum of money and purchase a large tract of land adjoining the city of Hopkinsville and beautify it and provide the city for all time to come with an ample park property and could improve such real estate after its purchase so that the city of Hopkinsville would probably have the most attractive park of any city of its size in the United States. Under such an adjustment and arrangement as this the city would derive more benefit than it would in the event that the alleged will was sustained and upheld in every detail. I would state that Mrs. Latham has been advised by her attorneys both in Kentucky and in New York that if the alleged will was held valid that under the laws of the state of Kentucky the poor fund would be invalid and of no effect.

After discussing the case with a great many of the most prominent citizens of Hopkinsville I have ascertained that it is the general opinion among the citizens here that the poor fund would not be of any particular benefit to the citizens of Hopkinsville in any particular, and I would recommend that Mrs. Latham give the city in cash the sum of fifty thousand seven hundred and fifty (\$50,750.00) dollars to be deposited in the Planters Bank and Trust Company within a time to be agreed upon between the city and Mrs. Latham, and in the event that it was the wish of the council that Peace Park should be retained as a central park the city could pay Mrs. Latham for the property.

In the event that the council saw

fit to accept the above sum of money it would decline to accept any of the benefits under the alleged will of Mr. Latham. This declination upon the part of the council would be the consideration for the gift to the city by Mrs. Latham of the above mentioned sum of fifty thousand seven hundred and fifty dollars to be expended by the city of Hopkinsville in the purchase and beautifying real estate for park purposes.

In the event that the above settlement was made I would recommend that my sister would waive any right of suit against the city of Hopkinsville under Section 8 of the statutes of Kentucky, for loss sustained by her husband, Mr. Latham, by the destruction of his warehouse in the city of Hopkinsville, Kentucky, by a mob in December, 1907, Mr. Latham having during his life time made arrangements to file this suit in the United States court in the city of Owensboro against the city of Hopkinsville to make the above recovery.

In other words a settlement made on the above basis would settle all points in controversy between the widow and child of John C. Latham and the city of Hopkinsville.

The above proposition amounts to an offer of practically 51 per cent in cash to the city of Hopkinsville and in view of the laws of Kentucky it in fact amounts to an offer of over 100 per cent as the poor fund would fail even if the will should be upheld by the courts.

The above compromise is submitted to the city for the purpose of avoiding long and expensive litigation and for the further purpose of enabling Mrs. Latham and her child to have their home in Hopkinsville, Kentucky. They now reside in the city of New York, and it is made without waiving any of the rights of Mrs. Latham and her child or without recognizing the validity of the will in any particular.

I shall be glad to receive an answer from your honorable body by tomorrow night as I intend to leave for New York Saturday morning. I have the pleasure to remain, my dear sirs,

Yours most respectfully,
THOS. G. GAYLORD.

Mr. Gaylord produced a telegram from his sister saying he had full authority to represent her, but after talking over the proposition the Council declined to accept it. There was a diversity of opinions among the councilmen, but all agreed that the offer of 51 percent was too low to be seriously considered. Some of them are willing to compromise upon a reasonable basis. The exchange of the park properties for other lands is another question upon which the members were not ready to act. Mr. Gaylord stated that the proposition was his ultimatum and would not be changed. He said steps to contest the will would be taken by August 1 and that Mrs. Latham would bring a night rider damage suit against the city.

He also claims that the lot purchased from W. T. Cooper was not a portion of the "Warehouse Lot" referred to in Mr. Latham's will. This however is an unsupported claim as the will describes the lot bequeathed to the city as the "Warehouse Lot bounded by Campbell, Ninth and Railroad Streets" which includes the Cooper lot purchased after the buildings were burned off.

CITY PARKS

To Be Subject of Legal Contention.

John Phelps, an employe of Riverside cemetery, has moved into the cottage in Virginia Park as caretaker. The city is also having Peace Park looked after and kept in order, but will make no improvements on the property until all litigation has been settled. Mrs. Latham's representative has given notice that she does not recognize the city's title to the Parks and has entered formal objection to the use of Virginia Park for union religious services or for any other purpose.

See J. H. Dagg for contracting, building and general repair work of all kinds. Phone 476.

CITY WINS LONG DELAYED SUIT

Notorious Resort Annexed to City and Will Be Closed By Police.

FLOURISHED FOR YEARS

A Cesspool of Crime and a Menace to Morality.

The efforts of the City Council to annex to the city the plot of ground containing the notorious dive known as the "Green house," are at last crowned with success. Judge Hanbery Saturday heard the case in circuit court and ratified the proposed ordinance.

The efforts to suppress the resorts just outside the city have extended back for nearly five years. Three on the north side of the city were closed by annexation in 1906, but the one on the east side has resisted in the courts and not until Judge Hanbery was elected could it be brought to trial. One subterfuge after another was adopted to defeat the purposes of the city, but the end is now close at hand.

This resort has been run unmolested for many years, except that it has been required to pay a fine of \$25 at each term of circuit court, indictments being returned regularly.

The city authorities made such a strong presentation to the last grand jury, that it declined to indict for running a disorderly house, but returned an indictment for maintaining a nuisance. It is said that attempts to settle these indictments out of court, without abatement of the nuisance, are being made. Whether the Commonwealth will permit this to be done and allow the resorts not annexed to the city to run on, remains to be seen.

There are one or two other resorts of the same character further from the city limits in the same locality, which are being proceeded against in the courts.

The "Green house," formerly run by Bessie King, has recently been conducted by Annie Trimble. That its days are numbered will cause rejoicing throughout the city.

The Council will be called to meet in special session one night this week to pass the proposed ordinance, and as soon as the legal formalities are complied with the house will be closed by the police. In the litigation carried to a successful conclusion, the city was represented by Judge Walter Knight.

Judge Hanbery's judgment in the case was delivered orally and was a strong decision, covering the legal aspects of the case and taking a firm stand for upholding the morals and good order of the city.

TWO DEATHS

In Infancy Within as Many Days.

James West Layne, the two-year-old son of Mr. and Mrs. W. A. Layne died at the home of his parents Sunday and the interment took place in Riverside cemetery yesterday.

Elizabeth May Evitts, an infant, died at the home of its parents in the city Sunday. The remains were interred in Riverside cemetery yesterday afternoon.

PLANS FOR TOUR

Of Western Kentucky Points By Commercial Club.

The itinerary for the proposed tour of Western Kentucky points by members of the Louisville Commercial Club some time in September was completed by the special committee, headed by Phil Laib, and appointed for the purpose some time

ago. According to the report of the committee the local business men will form the acquaintance of merchants at a dozen or more important points during the three days' tour.

On the first day out the special train bearing the local boosters will touch at Elizabethtown, Horse Cave, Glasgow, Bowling Green, Russellville, Guthrie and Hopkinsville. The first night will be passed at Hopkinsville and on the second day the travel will be resumed through Princeton, Kuttawa, Mayfield, Paducah, Marion, Morganfield and Henderson, where the pilgrims will rest on the second night. The third and last day of the tour will be devoted to flying visits to Madisonville, Providence, Earlington, Owensboro, Hawesville and Cloverport.

A. B. Lipscomb and Joseph H. Settle have been appointed a committee to prepare programmes of the itinerary. Dr. Ben L. Bruner, Secretary of State, heads a committee to select speakers.

The special committee will hold at least one more meeting to perfect the details of the trip and set aside the dates for the three days' tour.—Courier-Journal.

LT. COL. RADFORD

Promotion to Popular Kentucky Naval Officer.

Maj. Cyrus S. Radford, of the U. S. Marines, has been promoted from Major to Lieutenant Colonel. The promotion carries with it a substantial increase in salary from his present salary of \$4,800. Maj. Radford entered the academy at Annapolis in 1886, from Christian county.

BAPTIST WORKERS

Are Having a Week's Assembly at Dawson.

There is now in progress an interesting religious gathering at Dawson Springs which began Sunday and will continue six days. It will be the first session of the Kentucky Baptist Workers Assembly.

A fine program is arranged and will be rendered by such men as W. D. Powell, W. G. Golden, V. I. Masters, Boyce Taylor, J. W. Porter, I. J. Van Ness, J. M. Frost, W. J. McGlethlen, M. B. Adams, M. P. Hunt, A. B. Gardner, J. R. Clark and others.

LAST DAY AT FAIR.

Madisonville, Ky., July 25.—The Hopkins county fair was brought to a close here Saturday afternoon after one of the most successful seasons in its history. Every day has been ideal for racing and the viewing of the exhibits. Today there was nearly 9,000 people in attendance.

EATS!

Cantaloupes

Berries

Tomatoes

Water Melons

Apples

Peaches, Etc.

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