TODAY AND SATURDAY

"W. & B." LAWN MOWERS

at

20% LESS

Than Regular Prices

COME EARLY AND SAVE MONEY

Raabe & Mauger

115-117 North First

If It's Hardware, We Have It

was issued today placing the property and property of Germans on the same footing as those of Austrians and Hungarians. The decree does not apply, during Germany has stated that allies of Austria are to be treated as enemies and their subjects and goods are liable to sequestration.

At the great council of the allied powers held in Paris last February the Italian representatives were pressed for an explanation as to what Italy had not declared war on Germany. On February 25 this country joined thirty-four German ships which were interned in Italian ports. As a similar action by Portugal had previously noted with an attempted raid from Berlin which was followed by a declaration of war, it was readily expected that the same sequence would follow in regard to Italy. As far as is known, however, Wilhelmstrasse did not even make a protest. It was so now declared, Italian troops may be sent to the western front, according to the conclusions expressed in London and Paris.

OIL LANDS WORTH TWO MILLIONS STAKE IN BIG LAW SUIT

[By Evening Herald Leased Wire]

Cheyenne, Wyo., July 21.—Attachments in litigation involving oil lands in the Grass Creek field, Wyoming said to be worth $2,000,000, were again in the district court here today. Judge Metz of Basin, presiding. The plaintiff, N. F. Clark, seeks to compel fulfillment of a contract he claims to have made to purchase a majority of the Mexico-Wyoming Oil company's stock. Clark's tender of $10,000 was refused, the company claiming the contract was made with an unauthorized agent. The Great Dome oil company, which bought the Mexico-Wyoming oil company, is a third party to the suit.

HAWKINS'

Meat Department

Choice cuts, Corn Fed Beef, Loin Pork, Veal, Fancy Legs of Mutton, Brains, Sweet Bread, Fresh Fish, Calves' Liver.

Boiled Ham, Minced Ham, Fancy Chipped Beef, Jellied Lunch Tongue, Home-dressed Broilers and Hens.

Special in Our Bakery Department

Whipped Cream and Custard Cream Puffs, per doz. 30c
Chocolate Potato Cakes, each 30c
Chocolate, Coconut and Mocha Cakes, 2 sizes, 25c, 50c
Angel Food Cakes, 10c, 25c
Puffer Cakes, 20c, 35c
Sunshine Cakes 25c
Pecan Pound Cakes, each 40c
French Pastry, per doz. 30c
Hot Rolls and Bread, Fresh Doughnuts, etc. for noon delivery

Glencoe Jams

Just pure sugar and eastern fruit, a 24-oz. jar. Strawberry and Blackberry, Apricot and Blackberry. Per jar 35c; 3 jars for $1.00.

Fresh Fruit Due in for Saturday

Green and Wax Beans, Mango Peppers, Native Green Chili, Cucumbers, Celery, Bunch Beets, Turnips and Carrots, Head Lettuce, Yellow and White Squash.

Fresh Fruit

Bananas, Oranges, Cantaloupes, Watermelons, Cooking and Eating Apples, Peaches, Plums, Raspberries, Strawberries and Blackberries.

Fresh shipment of National Biscuit Co. Cakes and Crackers just in.

W. L. HAWKINS

44—Phones—524

109-111 North Second St.

JUDGE RAYNOLDS AGAIN ON STAND IN DISBARMENT HEARING TODAY

(Continued from Page One.)

unnecessarily extended statements in the court, in which he went into a long story as far as he stated, which the Meyers case was tried.

On cross-examination, Mr. Wood said he had not presented any of the letters from the Meyers company in the show cause. He was asked why certain Mr. Mattox had not. He did not advise the Meyers people what to write to Stine & Co., he said. Mr. Clancy excused the witness.

Mr. Wood was the first witness this morning, and testified to getting letters employed by the defendant attorneys in the Johnson vs. New Mexico Fire Brick company case, an action in which the respondent, Wood, is accused of attempting to deceive Judge E. L. Medler in getting him to act on a motion contrary to any understanding claimed to have been had with Judge H. F. Raynolds. Led on by questions from Judge Wright he told of the attempt of a certificate of default, and, later, a default judgment against the defendant for $72,000.

"I think you are entitled to a default, all right," he testified Judge Raynolds told him. "but I will have to set it aside on any reasonable showing."

"I took Mr. Johnson," the witness said, "went over to court, made formal proof, and the default judgment was granted. As I recollect it, Judge Raynolds said, 'I may have to set aside the default, but it will make them sit up and take notice.'

"Never at any time, until Judge Medler had me sign an order half been issued, did I know of an order that no other judge was to hear a motion to reopen the default."

Mr. Wood told of the matter in the pleadings of the defendant and its contentions in detail.

"Two members of Catron and Catron appeared when I called up the matter. We set aside the default," he said. "The next day I went before Judge Raynolds and told him I wanted to be able to call this up before any other judge. Judge Raynolds said, 'You do seem to be in a lot of trouble to get this heard again.' That was his only comment, and I took it that he acquiesced in his course."

He then told of asking to have Judge Medler hear the motion because of the course of the judge in sitting up the motion and of his later course. Later Raynolds has told us on any time, there with the clerk that notice of to hear this motion had been issued."

"That is a lot of a mule, I said," Mr. Wood continued. "'Of course, if that's the case, you can't hear it.'"

Judge Raynolds was asked about Mr. Wood said of this.

Mr. Wood said Judge Raynolds, when the motion should get on a hearing, said, "I am in a hard spot, and I don't see why you do not let me have my way." He said he protested a lot and of making excessive efforts to prevent this action, as he considered the rendering of the default judgment "outrageous" and made in strong manner.

"Did Wood say that there any hard words then?" was asked.

"I don't think the temperature of Judge Raynolds' I felt a cold the affection at my case," the witness said.

"Was there anything said about being incompetent, if not corrupt?"

"They were," answered the witness. "I think we both felt there was some conversation preceding there, but exactly of it escaped me. This ended the court conversation. The show cause matter was brought."

Contradicts Judge Raynolds.

Judge Parker asked Mr. Wood did Judge Raynolds ever tell you he decided to pass upon these matters?

He did not, answered the witness. "I regarded the matter as an ordinary one, to be brought up before a judge."

The witness then went on this charge. The respondents then renewed the motion to dismiss the charge. The motion was duly argued and the motion was denied.

Federal Case Comes Up.

Attorney General Clancy offered the indictment in the proceedings which included all proceedings in the federal court in which penalties were given, asking that action be taken against the respondents on them, contending that it needed refutation.

Judge Wright opposed this vigorously, saying it alleged the misconduct.

"Our contention is that this compass a prima facie case," said Mr. Clancy. Both parties desired, they said, to take the matter up in open court and not on briefs, as suggested by the court. It was agreed it would be presented in the afternoon.

Meyers Case Taken Up.

The second charge then was taken up. This related to Wood's alleged attempt to mislead Judge Raynolds in regard to a "certain alleged release" by an "artifice and false statement of fact" in the Major Meyers-Meyers Company case. Mr. Wood is charged with having represented a formal release as a bona fide one, representing full and adequate payment of some $200 by the company to Major Meyers, asking an instructed verdict on it.

The answer sets up that Mr. Wood believed the instrument was valid and a competent piece of evidence.

Mr. Clancy read part of the application of the Meyers company to the supreme court for a writ of mandamus to set aside the instructed verdict claimed to have been issued on the alleged deception. This evoked argument.

We object to the introduction of Judge Raynolds' opinion," Judge Wright said. "on the ground that Mr. Wood was not a party to that action and therefore the opinion was not binding on him as to alleged fraud. He also objected to the affidavits in the pleadings and to everything "after the record" in the case.

The court allowed Mr. Clancy to proceed, the attorney general voicing Judge Wright's objection. Mr. Clancy offered the entire record in evidence, the court interrupting the reading until he had read the portions to which he attached importance.

Breaking into the reading, Judge Wright, declaring that the court, as originally constituted, knew all about the case, moved to strike this charge and let the court as constituted originally, including Chief Justice Roberts, for whom Judge Neblett is acting, consider this particular case on briefs and the matter is in the record.

Justice Hanna denied the motion for the court because of the auto-disqualification of Chief Justice Roberts.

Justice Parker suggested the reading be dispensed with. Mr. Clancy resisted this and proceeded. He picked excerpts from the fifty-five pages of evidence in the record, one of them tending to show the placing of payment on the back of the release, which was admitted as evidence.

Long Technical Argument.

The attorney general read a question of correspondence which he said was material to the charge against it was proved over to Mr. Wood before the trial of the Meyers case. It tended to show the manner in which the alleged release was called into being and disclosed its character.

Judge Wright objected strenuously to the introduction of an affidavit by Ernest Meyers, a part of the record. He claimed the maker of the affidavit should be brought into court.

Mr. Clancy objected to this stand, saying Major Meyers was not in such condition he could appear and testify, but yielded the point on the ground that the correspondence showed the points he wished brought out.

The court ruled for Judge Wright, temporarily. The attorney for the respondents restated his position as to what he would object and what he would concede could be proved, and cited authorities as to the incompetency of affidavits in other actions in general as evidence in disbarment cases.

Mr. Clancy said: "I am not suggesting to the mind of the respondents, all I want to do is to save my witnesses time. And I understand the respondents did not want to prevent anything from going to the court."

The objection was sustained.

Part of an affidavit of Mr. Wood, to so when he first obtained a knowledge of the release, was read. The respondent made no objection to this.

The indication of the court that it would not receive Judge Raynolds' opinion prevented its being offered.

Judge Wright consented to the admission of the entire mass of the records in the Meyers case except the motion to set aside the instructed verdict and the opinion of Judge Raynolds.

Mr. Clancy rested on this charge. The respondents offered a motion to dismiss the charge, to award an opportunity to outline the Meyers case to Judge Neblett, the other members of the court being familiar with it, receiving the court's permission to give such an outline.

Wright Reviews Meyers Case.

Judge Wright reviewed the case from start to the moment the district court here granted an instructed verdict. He told of the sale of two-thirds of Major Meyers' stock in the Meyers company to E. H. Boehl and Al Mathieu, the assumption of all outstanding indebtedness not shown on the company's books by the major, the arrangement of a guarantee by him of a claim of Lilly vs. of the Alex E. Shaw & Co. of New York, which he is said to have told the company was not a proper claim and should not be paid, and the company's agreement to allow him a sum equal to the claim when it should have become "finally earned and abandoned."

Then Judge Wright told of efforts of Shaw & Co. to collect this claim, and of the company's refusal to collect payment which it should have been relieved of liability by Major Meyers, of the obtaining of a release from Major Meyers by Shaw & Co. of their forwarding it to the Meyers company, and its having been released and all correspondence as to Mattox & Wood. The attorney then said, with emphasis that the claim was unfounded. The Meyers company relied on it. (Their counsel was of opinion of waiving doubtful responsibility for the moment.) The main question made was Judge Wright called a "purposeful agreement" in short claims to the dismissal, in which the judge said they had no title to make Meyers with the idea of getting such claims into his hands.

Major Meyers commended said Mattox & Wood proceeding in this manner. "The condition was put in proof of payment."

It was as an item of proof of the omission like this of "proof of payment" that this release was offered to the court," Judge Wright declared. "Statements, backed by the full authority whose legal standing is unknown, emanated from their record of payment. No consideration. "It was the legal consequence of this phrase. Proof of payment," Mr. Wood stated when he had the court he offered this release in proof of payment."

Judge Wright declared that the introduction of the "stuff" for a verdict for the defendants had to be made on force of the four affidavits of Mr. Wood's motion therein, regardless whether the grounds of proof of payment were considered or not. He pointed out that Mr. Medler's motion to set aside the instructed verdict made no mention of alleged deception but stated the ground to be Mr. Wood's discovery of new evidence.

"If there was fraud connected with the production of this release in court and its offer as evidence," he continued, "all parties to the affair, except the Shaw interests, were there. Why did not some one rise and protest? The whole trouble has arisen over the meaning of the phrase 'proof of payment.'"

Clancy Sums Up on Charge.

Mr. Clancy submitted that most of Judge Wright's argument was immaterial to the charge. He reviewed the situation as follows:

"Mr. Wood presented to the court a paper, which we have in evidence, and declared it was proof of payment, when he knew in fact, from the correspondence, it was not." He declared the release was a mere formality. "The release did not represent money payment," he said, "and Mr. Wood knew it. Here was a paper which Mr. Wood knew was not proof of payment and Mr. Wood presented it to the court and said it was."

The motion was denied.

"The only thing before this court to show fraud," Judge Wright called to the attention of the court, "is certain papers which make no mention of fraud or this release."

Mr. Clancy declared he would recall Judge Raynolds on the stand, if the respondents set up such a contention. The court consented to a reopening of the case this afternoon, going into recess to 2 o'clock at the conclusion of the argument.

"I apprehend," the attorney general said, "that Judge Raynolds will testify he granted the motion for an instructed verdict solely on the ground of this release."

Frank J. Lavan, a member of the law firm of Catron & Catron in Santa Fe, was called into yesterday afternoon. He told of the receipt of a notice from Mr. Wood of intention to call up a motion to vacate a default judgment for $72,000 in the Johnson vs. New Mexico Fire Brick company.

No representative of the firm attended, he said, because Judge Raynolds had informed him he would not be in Albuquerque to hear the case, reviewing the history of the default judgment and saying he wanted no other judge to pass on the motion.

Lavan said his firm entered some pleadings with the motion, but had filed a demurrer, which was a much disclosed item, previously. The thing of this paper was the item to be looked up by Judge Raynolds in his diary. Lavan produced half a dozen orders, motions and letter from Martin and Wood to Catron and Catron which were entered in evidence.

Mr. Clancy reminded the court that although he did not wish to take up time by making unnecessary, he did not want the attitude to imply he admitting the materiality of any of these or other papers offered by the respondents.

Lavan was called on to identify certain papers from the records of the district court of Bernalillo county, showing various phases of the proceedings of the Johnson action.

Lavan said he gave Mr. Wood the information of the statement made by Judge Raynolds for his desire to try the case himself to Mr. Wood. He remembered by telephoning the clerk here he said, that Judge Raynolds had ordered that no other judge was to hear the action. He told Judge Medler of this he said. He told Mr. Wood of Mr. Mattox's mention of this he said.

Mr. Maddison was recalled again, telling of the drawing of the default judgment. He had refused to issue Mr. Wood a certificate of default he said and was interested very much in seeing whether the court would hold there was any default. The court so held, he said, and granted a default judgment which he told Mr. Wood he would set aside whenever the defendants entered a motion.

Judge Wright admitted, on the respondents, the order of Judge Raynolds that only he was to pass on motions to vacate the judgment. Maddison said he told neither Marron or Wood of this order.

The respondents admitted certain facts as stated in accusation and answer but demurred to the evidence, declaring that there had been nothing wrought out to show any improper conduct. Mr. Wood, he said, was the only one connected with the affair who was "in the dark" as to Judge Raynolds' order and that it was almost apparent he had been kept in the dark." The demurrer was overruled.

Mr. Clancy asked a recess until tomorrow morning to prepare the solution to the accusations he had outlined in the morning. The court went into recess until 9 o'clock this morning.

Dempwolf Pardoned by Governor Today

[By Evening Herald Leased Wire]

Santa Fe, N. M., July 21.—Governor McDonald today issued a pardon to Theodore E. Dempwolf, who was sentenced to the penitentiary for five years from Bernalillo county in May, 1913, upon conviction of having seduced his child from its mother, who, it appears, a bad book given to the court. Dempwolf's pardon was issued upon a strong recommendation bearing it from District Judge H. F. Raynolds, who sentenced him.

8 large cans California Peaches, Apricots, Plums or Grapes 95c

Pure California Fruit Jam 10c
Pure Fruit Jelly, glass 10c
3 lbs. nice apply Prunes 25c
3 lbs. nice Dried Peaches 25c
10 lbs. all sound Cooking Apples 25c
7 lbs. large Irish Potatoes 25c
6 cans Libby's Pork and Beans 50c
6 cans new pack Sardines 25c
6 small cans Milk 25c
3 large cans Milk 25c
Bulk Roasted Coffees, lb. 15c to 35c
Red Wolf Coffee 30c
Stallings Best Coffee 40c
60c pkg. Tea for Ice Tea 50c
60c quality English Breakfast Tea 45c
Cottolene, large $1.65
Cottolene, medium 65c
Crisco 30c, 55c, $1.10
Nice lean Breakfast Bacon, lb. 22½c
6 lbs. Ice Cream Salt 40c
10 bars of Lenox Soap $1.00
8 lbs. Washing Soda 25c
Large bottle Red Bluing 10c
3 pieces Garden Sets 15c
Large size Garden Rakes 35c
Good quality Blue Suit Cases $1.25
Boys' Hats 10c and up
Girls' 75c Straw Hats, now 19c
10c to 15c 10-Cent Goods, now, yd. 7c
Women's Vests 5c, 10c and 20c
Men's Summer Union Suits 45c & 80c
Men's $2.75 and $1.50 Pants $2.75
Men's Work Pants 98c
Men's best quality Overalls $1.00
Boys' Overalls 25c to 60c
Children's Bompers 25c
Women's $1.00 Waists 59c
Women's $2.50 and $2.75 Oxfords $1.19
Children's Oxfords 85c
Men's $3.00 Shoes $2.25
Men's $3.50 and $4.00 Tan Oxfords $2.50

DOLDE'S

"Your Dollar Buys More"

We give Free Theater Tickets with everything you buy.

Phone 661. 210-12 So. Second St.

ALL GOODS DELIVERED.

MAIL ORDERS FILLED PROMPTLY

RED PEP'S PHILOSOPHY

"The under dog wants no sympathy—what he wants is assistance."

¶ You may feel like the under dog—but you need not look like one. That's where we can help you. Buy one of our all-wool made-to-measure Suits for

$15.00

And you'll look so much like a winner that first thing you know you'll feel like one.

TRY IT

NATIONAL WOOLEN MILLS

T. G. WINFREY, Manager

120 W. Central Phone 198

NEGRO GARAGEMAN SHOT; GIRL IS SAID TO HAVE DONE IT

Police Told Sadie Nicholson Put Bullet in Henry House's Arm After Lovers' Quarrel at Automobile Station.

Henry House, colored, an employe at the Service garage, West Silver avenue near Third street, was shot in the arm at the garage early today. According to information obtained by the police the shooting was done by Sadie Nicholson, colored, following a lovers' quarrel. Sadie escaped after the shooting, it is alleged, and the police got in the rest of the night hunting for her.

The account of the shooting given to the police was to the effect that Sadie came to the garage, where House was on duty at about 2 o'clock this morning and started to quarrel with him. A woman living nearby is said to have heard the negroes as she would "do House." Shortly afterward the shooting took place.

A Mexican sleeping in "Tuberculosis" who, awoke at the garage, is said to have heard shots after the fired at House and prevented further shooting. He was the witness. It was thought was to the police.

House was not badly hurt. He was taken to St. Joseph's hospital.

DOGS ON TRAIL OF PERPETRATORS OF DYNAMITE OUTRAGE

No Clue and No Motive Thus Far for Attempt to Murder Nine Occupants of Mine Superintendent's Home at Starkville.

[By Evening Herald Leased Wire]

Trinidad, Colo., July 21.—A posse with bloodhounds trailing the unknown person or persons who early today exploded a charge of dynamite that partially wrecked the home of Charles O'Neil, superintendent of the Green Valley Fuel and Iron company mines at Starkville, six miles west of here. Nine of the nine occupants of the house were hurt.

Eyewitnesses just of the scene found near the house, but up to midnight no clue as to the motive of the perpetrator and no motive had been discovered. Estimates by officials placed the amount of explosive used at from 5 to 10 pounds.

Four to Nine and five children from Kansas were in the house at the time. One Mexican had her foot bruised by falling debris, and another an arm lacerated by flying glass.

The dynamite was exploded on the window sill. The south wall of room was caved in, all interior doors were blown off their hinges and half the plastering wrecked by the force of the explosion.

The detonation awakened the residents of Starkville. Officers were summoned from Trinidad, a posse organized and search began.

The injured persons are Mrs. William Stevenson who was badly bruised and cut about the head and ankle by falling glass and wreckage, and Mr.

WOMAN A PHYSICAL WRECK

Tells in Following Letter How She Was Restored to Health by Lydia E. Pinkham's Vegetable Compound.

Milwaukee, Wis.—"Before taking Lydia E. Pinkham's Vegetable Compound I was a physical wreck. I had been going to a doctor for several years but he did me no good. A friend told me about Lydia E. Pinkham's Vegetable Compound, so I decided to give it a fair trial, and it gave me relief from bearing down pains which had been so bad that I would have to lie down. I also used the Sanative Wash and it has done me a great deal of good, and I am not troubled with a weakness any more."—Mrs. P. L. Butt, 1290 Booth Street, Milwaukee, Wis.

The most successful remedy for woman's ills is Lydia E. Pinkham's Vegetable Compound. It has stood the test for forty years, which would be impossible if it did not have genuine merit.

For special advice, free, write to Lydia E. Pinkham Medicine Co. (confidential) Lynn, Mass. Your letter will be opened, read and answered by a woman, and held in strict confidence.

Isabelle Stevenson, mother of Mrs. O'Neil, who escaped and leaped from the arms. The latter was screaming in the south bedroom with her grandmother Elizabeth O'Neil and was nearest to the explosion. The other occupants of the house were badly cut up.

At the time of the explosion were superintendent Charles O'Neil, his wife and two children, Elizabeth and Robert, and visitors Mr. William Todd, Mrs. William Stevenson, Mrs. Thomas Stevenson, Miss Stevenson, and Mrs. Isabelle Stevenson. Sheriff J. C. Kline said that he was at a loss to convert a motive for the outrage and had no clues to the perpetrators of the affair.

Rockmen Brigadier General.

Washington, July 21.—Colonel Jean W. Duncan, of the coast artillery, was promoted to brigadier general today to be brigadier general and Lieutenant Colonel Henry Reese of the signal corps was promoted to colonel.

For Genuine

Dress Goods Values

See Our Bargain Tables in Men's Department

Golden Rule Dry Goods Co.

AUCTION

SEVEN ROOMS OF FURNITURE

At 7:30 P. M. Saturday, July 22, at 311 West Central Avenue

I will sell to the highest bidder for cash the entire furnishings of a seven-room house. Furniture is all in first-class condition, and consists in part as follows: BED DAVENPORT, ROCKERS, RUGS, DINING TABLE, CHAIRS, BUFFET, RANGE, REFRIGERATOR, CABINET, 4 DRESSERS, FOUR BEDS, FOUR SPRINGS AND MATTRESSES, and many other articles. All goods are sanitary.

J. L. GOBER, Auctioneer

SATURDAY'S SPECIALS

BAKERY DEPARTMENT

If you want a cake, a pie or a loaf of bread, you want the very best money can buy. Our bakery goods have a reputation that quality alone can create, and we assure you it is being improved all the time.

FOR SATURDAY—Chocolate Nougat Cake, Chocolate Nut Marshmallow Cake, Angel Food, Layer Cakes, Puffer Cakes, Devil's Food, Sunshine Cake and a new one that melts in your mouth—BUTTER SCOTCH LOAF CAKE.

Fresh Bread and Hot Rolls Every Day for your Noon Lunch. Brown Bread Saturday.

MEAT DEPARTMENT

Spring Chickens, frying size.
Hens.
Spring Lamb (Kansas City).
Prime Corn-fed Beef.
Pork.
Mutton.
Baked Hams, Veal Loaf, Roast Pork; baked in our ovens to a delicious crispness—try some.

GROCERY DEPARTMENT

Quart Grape Juice, bottle 35c
Quart Pineapple Juice, bottle 35c
Quart can finest Olive Oil 85c
15c size Yacht Club Salad Dressing 10c
35c size Yacht Club Salad Dressing 25c
65c size Yacht Club Salad Dressing 50c
3 jars Del Monte Preserves 45c
Extra fine large Watermelons, lb. 2½c
Arizona Cantaloupes, sweet and juicy; have some for Sunday breakfast.

JAFFA'S JAFFA'S