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Always in the past the Best in Scranton

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Which removes the foul seeds and dust. Try our

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THE GENUINE POPULAR PUNCH CIGARS

Have the initials G. B. & CO. imprinted in each cigar.

GARNEY, BROWN & CO., MANUFACTURERS, COURT HOUSE SQ.

### PERSONAL.

Miss Anna Langdon, of Haverly, is the guest of Miss Minnie Langdon, of Minnoka.

William S. Callahan, of Newark, N. J., formerly of this city, is visiting friends here.

Miss Kathryn Hart, of New York, is visiting her sister, Mrs. John Burnett, of Linden street.

Mr. and Mrs. C. P. Plack and family, of Green Ridge street, are visiting friends at Dunville.

District Attorney John R. Jones and family left yesterday morning for a two weeks' stay at Lake George.

Miss Mary O'Brien, of South Washington avenue, is visiting friends in New York and Brooklyn.

Mrs. William Barlingame, of Tenth street, is entertaining Mr. and Mrs. J. R. Omsby and daughter, of New Albany.

Mr. and Mrs. G. A. Hays, of North Sumner avenue, are entertaining John Landrean, of New York, and Miss Minnie Landrean, of Haverly.

Clinton Wisner and Miss Wisner, of Warwick, N. Y., are at the Hotel Jersey. Mr. Wisner is secretary and treasurer of the Stevens Coal company of Pittston.

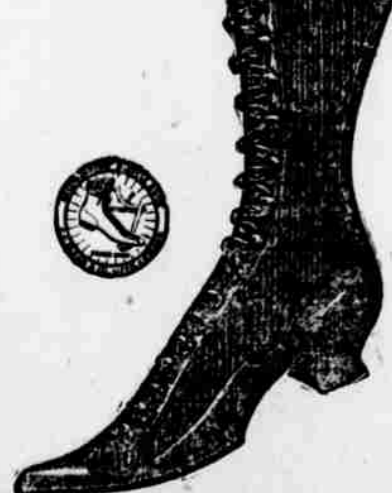
Mr. and Mrs. Philip Binsland, Mr. and Mrs. Michael McGinnis, Mr. and Mrs. Harry May and Mr. and Mrs. Charles Wiggins spent Sunday at Lake Umbagog and had an enjoyable time.

Mrs. Walter Herman, of Penn avenue, and son, Rev. Walter A. Herman, of Ashley; Mr. and Mrs. John J. Brown and Miss Katie O'Boyle, of Penn avenue, have gone to Far Rockaway, to remain two weeks.

Miss Caroline A. Wolfe, soprano soloist in the Elm Park church choir, has entered upon a vacation which will include a visit to New York, Boston and Narragansett Pier. Miss Wolfe possesses a sweet, beautiful voice.

H. H. Burroughs, who has been the head of the John Raymond institute of the Young Men's Christian association, will sever his connection with the association the latter part of this week. He will sell life insurance for G. W. Phillips.

James P. Doyle, well known in Scranton for his former connection with the Valley House and St. Charles hotel, was married recently in Hammondspert, N. Y., to Miss Lillian Jones. They were married by Rev. Father O'Shea, at the parochial residence, in Hammondspert. Mr. Doyle is proprietor of the Fairchild House in that city.



### COURT REFUSED TWO INJUNCTIONS

Poor Board Can Award Contract to Cobo & Co., of New York.

### OPINION OF JUDGE EDWARDS

Says a Court of Equity Will Not Interfere by Injunction to Control the Exercise of Discretion Vested in Trustees or Corporate Officers. Judge Gunster's Opinion in Hannick Case Against the City.

Court yesterday disposed of two injunction cases, the Scranton Supply and Machinery company against the Scranton poor board and Joseph Hannick against Contractor Max Phillips and the city of Scranton.

Judge Edwards handed down an opinion in the afternoon refusing to grant an injunction restraining the Scranton poor district from executing with H. B. Cobo & Co., of New York, the contract for the erection of an electric plant at the Hillside Home.

The injunction was prayed for by William H. Taylor, doing business under the name and style of the Scranton Supply and Machinery company.

Evidence was taken last week before Judge Edwards and arguments were made yesterday morning before him.

Major Everett Warren and Attorney W. W. Watson represented the plaintiff and Attorney John F. Scragg, solicitor for the board, and City Solicitor James H. Torrey opposed the injunction. The opinion of the court is as follows:

JUDGE EDWARDS' OPINION. It is unnecessary to detail the facts of the case, as they are set forth at length in the plaintiff's bill of complaint. The evidence does not disclose any serious contradictions as to the matter in dispute.

The plaintiff in attempting to make out a case requiring the intervention of a court of equity, was compelled to rely on the official record of the defendant's action as contained in its minutes, and on the testimony of the individual members of the defendant corporation.

Taking the most favorable view of the evidence, the plaintiff has utterly failed to make out such a case as would justify in issuing an injunction. The contention of the plaintiff is three fold: (1) That the submission of the matter of selecting and recommending an electric plant to the home committee of the board, was irregular and without corporate authority.

(2) That the plaintiff's bid was not fairly considered by the committee nor by the board, and was the subject of an unjust discrimination. (3) That the plaintiff was the lowest responsible bidder, and, therefore, should have been awarded the contract.

NO EVIDENCE TO SUSTAIN. There is no evidence to sustain the first proposition. If the submission to the home committee in April of the question concerning an electric plant, was not as full and formal as might be desired in the exercise of corporate authority by the board, the acceptance of the report and recommendation of the committee by the meeting of July 7 was a complete ratification and is binding upon the district.

Nor do we consider the second proposition tenable in the face of the evidence. All the bids were opened by the board at the meeting of July 10. They were considered by the committee July 11. According to the specifications, bidders were to furnish the "ideal" engine or its equivalent, and the "Eddy" dynamo or its equivalent. The plaintiff proposed to furnish an engine dynamo which he claimed and warranted to be the equivalent of the "ideal" and "Eddy." The committee concluded that the "ideal" and "Eddy" were the best suited for the purposes of the contract. In the technical right the board had to reject any and all bids, we consider that the choice of one particular engine or dynamo in preference to another was wholly within the discretion of the board, and is not the subject of our supervision.

THE THIRD ALLEGATION. As to the third allegation, the evidence clearly sustains the contention of the plaintiff that his bid was lower than any other. The difference, as we view the evidence, was not material, being about \$100 to \$200; but the law is well settled, that in the absence of any restriction in the act of incorporation, creating the defendant corporation, or of any general statute regulating the subject, the board was not bound to accept the lowest bid.

Even under statutes requiring that contracts be let to the lowest responsible bidder, a wide latitude is left to the discretion of boards and councils in the selection of the quality of the materials to be used, and in the bidding, which, in fact, then, is the latitude where there is no restrictive statute.

The broad principle of law applicable in such cases is that in the absence of any fraud or bad faith, a court of equity will not interfere by injunction to control the exercise of discretion vested in trustees or corporate officers. In this case the board of the Scranton Poor District acted well within the discretion vested in them by the law. We are asked to substitute our discretion for theirs. This, we cannot do. Within certain limits their prerogative is supreme. If they commit errors of judgment, which we do not say that they have done, we cannot correct them.

The rule in this case is discharged and the preliminary injunction is refused.

H. M. Edwards, A. J. J.

CASE AGAINST THE CITY. Judge Gunster refused to grant a preliminary injunction in the equity suit of Joseph Hannick against Contractor Max Phillips and the city of Scranton.

Mr. Hannick alleged that the construction of a stone wall on Ninth street and the corner of Neelis court will damage his property on that corner greatly, and he asked the court to intervene and enjoin the contractor from proceeding further with the work.

A preliminary injunction was granted, but after hearing the evidence and the arguments of counsel, Judge Gunster decided there was no cause for continuing the injunction and dissolved it. The opinion is as follows:

It appears from the evidence that the work of which the plaintiff complains is being done by the city of Scranton under an ordinance of an ordinance entitled, "An ordinance establishing the grade of Robinson street and certain portions of Ninth avenue and Jackson street; also providing for the grading of said streets and avenue, and for the construction of improvements thereon, including the construction of masonry, etc., etc.; passed June 18, 1896. The ordinance makes no provision for the payment of compensation to those whose property may be injured by these proposed improvements, and no remedy is not provided by a remedy at law. For the purpose of this case it is sufficient to say that it is too doubtful whether or not the plaintiff is entitled to be injured by this injunction to stand. A preliminary injunction will not be granted unless the plaintiff shows a clear right and immediate and urgent danger of irreparable injury.

The rule to continue preliminary injunction is discharged, and the injunction heretofore granted is dissolved.

WIKES WOULD NOT WORK. Severe Storm Down the State Interfered With Telegraphing.

The telegraph wires to the south of Scranton would not work to Philadelphia after 6 o'clock last evening until nearly midnight because of a severe rain storm which raged over the southeastern and eastern part of the state and through New Jersey.

The wires to New York city also worked badly but by dint of considerable patience messages for the metropolis were transmitted from here at long intervals.

The United Press wire over which The Tribune gets its telegraphic news from the distributing office at Philadelphia, could not be worked at all and the use had to be made of a Western Union wire, the first to be put in service beginning at 12:20 o'clock.

No news could be obtained through the telegraphic offices here early in the evening of the nature of the storm. The extent of the storm was not known until the wires to work properly was thought to be on account of their being "crossed" by the wind rather than being blown down. Beyond a mild rain storm in the middle of the afternoon accompanied by thunder and lightning, and threatening weather until late at night there was no sign of a severe storm in this city.

PALMER GONE BACK TO JAIL. He is the Young Man Who Beat His Mother.

After serving a long term in the county jail William Palmer, of Dunmore, was sent back again yesterday by Alderman Wright. His former crime was assault and battery committed upon his mother, because she would not give him money for drink. He served nearly six months for this.

Two weeks ago he was let out and professed to have sown his last crop of wild oats. He said he had obtained employment soliciting orders for the Lackawanna Laundry company and needed a bicycle. On the strength of this his father lent him \$25. Palmer was taken to town to get a wheel and he got drunk. Then he went home and resumed his old tactics. The truth was that he had not got work at all, and his father swore out a warrant charging him with false pretenses.

### PARTNERS MAKE SERIOUS CHARGES

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Arbitrators selected by the warring partners are now endeavoring to agree upon some basis that will result in an amicable settlement of the difficulty.

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This statement brought forth an emphatic denial from Mr. Bunnell, who made the charge against Mr. Kresge and deceived him when he purchased his interest in the firm with regard to the condition of the business and the amount of stock carried.

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S. P. Harman, of Green Ridge, had a search warrant issued yesterday afternoon before Alderman Miller against Michael O'Horo, who keeps the Mechanic's hotel on Penn avenue, near the Dickson works. The document was placed in the hands of Special Officer Byars, who will search O'Horo's place this morning to find a bull dog, claimed to be the property of the prosecutor.

Mr. Harman prizes the dog very highly and would not sell it for \$50. Some one stole it on March 5 last and he has since been looking for it. He heard that the dog was in possession of the defendant and took this means to recover it. He does not lay any blame on Mr. O'Horo.

Whoever stole the dog represented that he owned it and Mr. O'Horo had no reason to think otherwise, but the person who did the stealing will be traced and a warrant sworn out for his arrest.

EFFECT OF THE SILVER CRAZE. Treasurer of an Indiana County Unable to Sell Its Bonds.

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THE SIGHT OF JAIL WAS ENOUGH. How a Recreant Mayfield Polelander Was Made Do His Duty.

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"Don't put me in there, I'll die," said he to Constable Mulderig, of that borough, who had him in charge.

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Makes the Boy Proud.  
He Can Play in the Dirt

FOR SALE BY  
COLLINS & HACKETT,  
220 Lackawanna Ave  
SCRANTON.

### WORTH MAKES THE MAN OUR STOCK OF FURNISHINGS

Still hammering away at the pictures. The stream of frames that flows from shop to showroom scarcely pauses on its outward way. The prices are selling the goods. Our salespeople have become mere wrapping clerks. We set the price in the price cutting race.

M. P. M'CANN, Matter 205 WYOMING AVENUE. Others are cutting on Straw Hats. Ours have been cut all season. KNOX AGENCY.

We Have On Hand THE BEST STOCK IN THE CITY

Also the Newest. Also the Cheapest. Also the Largest.

CLOCKS IN ALL FASHIONABLE STYLES  
Porcelain, Onyx, Etc. Silver Novelties in Infinite Variety. Latest Importations.

Jewelry, Watches, Diamonds.

A. E. ROGERS,  
Jeweler and Watchmaker, 245 Lackawanna Ave.

It will pay you to keep your eye on THE IMPROVED WELSBACH LIGHT. It doesn't hurt the eye, either. The Gas Appliance Co 120 N. Washington Ave.

COMPLEXION BLEMISHES

May be hidden imperfectly by cosmetics and powders, but can only be removed permanently by

HETSEL'S SUPERIOR FACE BLEACH.

It will positively remove Freckles, Tan, Moth, Saltiness, and cure any disease of the skin, such as Pimples, Acne, Blackheads, Oiliness, and renders the skin soft