"They Call My Darling Jane',

For sale just one week and over 500 copies gone. How do you like the

Oh! they call my darling Jane.
It's a plain, old-fashioned name,
That perhaps don't quite sult
A maiden so cute.
It's a fairly good name, all the same,
Darling Jane!
I call her Sweet Repose;
She's as prestly as a rose. She's as pretty as a rose. She's an old miner's girl

chorus :

Ah! my brain's in a whiri. For I love her, that every one knows.

Perry Brothers

205 Wyoming Ave.

AMATEUR PHOTOGRAPHY

Depends largely upon the supplies. The right kind

KEMP'S, Wyoming Avenue

DR. H. B. WARE, SPECIALIST.

Eye, Ear, Nose and Throat Will return Sept. 1. Williams Building, Opp. Postoffice.



CITY NOTES

MEETS TONIGHT .- Members of Com. pnay D. Thirtenth regiment, are request-ed to meet at the armory at 8 p. m.

BANKRUPTCY PETITION.-Thomas Harber, florist, of Dunmore, has been de-clared a bankrupt. His liabilities are \$1.850 and his assets \$1.580.

VAN COTT COMING.-Postmaster Van Cott, of New York, yesterday engaged rooms at the Jermyn for himself and son during the letter carriers' convention

LEGS CRUSHED.-Thomas Barrett, of Prospect avenue, had his legs badly crushed while at work at the South mill Sunday. He was removed to his home

PAY-DAYS.-The Delaware and Hud-For company paid its employes of the Honesdale branch Saturday. Yesterday the men at the Carbondale yard and engine crews north of this city were paid.

RELEASED FROM THE PEN.-Muzial Villard and Frederick S. Rogan, Lacka-wanna county prisoners in the Eastern They served three years each. Rogan was convicted of attempting to commit criminal assault and Villard of burg

TWO MEN INJURED.-Thomas Hat ld and Martin Mulderick were injured at the Delaware and Hudson freight sta. yesterday by a steel rall falling or r feet. The former sustained a compound fracture of the ankle and Mulfoot was badly bruised and lacerated.

CHILD WAS STILL BORN,-Corone Roberts was called to Priceburg yester day afternoon to investigate the caus of a death, where the services of a physi cian were not had and where a buriat found that a child, still born, bad ar-rived at the home of Mr. and Mrs. Anattended by a physician. A burial certifi-

PROF. GENTRY'S CIRCUS.

It Pleased Two Large Audiences That Saw It Yesterday.

Prof. Gentry's famous dog, pony and monkey show pitched their tents on the Ash street grounds yesterday and gave two wonderful exhibitions:

The afternoon performance was attended by a very large crowd and thoroughly enjoyed by ail. The marching and military monocuvers of the ponies, jumping and other feats by the dogs and the stage performance by the monkeys was entirely as represented and pleased everybody. A street parade will be given this

morning at 10 o'clock and the performance will be repeated this afternoon and evening.

SLATE PICKERS ON STRIKE.

Forty slate pickers employed at Johnson's colliery went on strike yesterday. They want an increase in

The pickers working in the stove coal chutes receive 50 cents a day. They ask for an increase of 25 cents The boys at the other more a day. chutes want an increase of 10 cents

To the Members of the Republican County Committee.

Notice is hereby given that a meeting of the Republican county committee of Lackawanna county will be held on Sat-urday, August 18, 1899, at 2 o'clock p. m., at Republican headquarters in the Pric-Building, Scranton, Pa., for the purpose of fixing a time for holding the primary celetion as provided for in rule 7 rules of the Republican party of Lacka-wanna county, which rule reads as foi-

The primary election shall be held each year at the date fixed by the coun ty committee. Notice of the date of said election shall be given by the chairman at least thirty (20)days before the time fixed for holding same, by publication in at least two Republican papers, published In Lackawanna county."
Every member of the said committee is

earnestly requested to be present. By order of

E. N. Willard, Chairman Attest: J. E. Watkins, Secretary. Seranton, Pa., Aug. 14, 1899.

Mrs. Winslow's Soothing Syrup. Mrs. Winslow's Scotling Syrup,
Has been used for over FIFTY YEARS
by MILLIONS of MOTHERS for their
CHILDREN WHILE TEETHING WITH
PERFECT SUCCESS. It SOOTHES the
CHILD. SOFTENS the GUMS. ALLAYS
all PAIN; CURES WIND COLIC, and
is the best remedy for DIARRHOEA.
Sold by Druggists in every part of the
world. Be sure and ask for "Mrs. Winslow's Boothing Syrup," and take no other
kind. Twenty-five cents a bottle.

POOR DIRECTOR AN ELECTIVE OFFICE

THAT IS THE DECISION OF JUDGE H. M. EDWARDS.

Opinion in the Poor Board Case Was Handed Down Yesterday-Frank J. Dickert Is Allowed to Continue in Office-He Was Appointed to Fill a Vacancy as Is Provided by the Act of Assembly-Act of 1866 Is Constitutional-The Full Text of Judge Edwards Opinion.

Judge H. M. Edwards yesterday handed down the long expected opinion in the poor board case. He decides that poor directors should be elected out hat Frank J. Dickert is entitled to continue as poor director for the South ward of this city, because he was appointed to fill a vacancy. The opinion in full is as follows:

This proceeding is instituted for the purpose of inquiring into the title of F. J. Dickert to the office of director of the poor of the Scranton Poor District, The writ of quo warranto issued in the beginning against F. L. Terppe, who resigned while the action was pending. By proper procedure, under the act of assembly, Mr. Dickert was substituted as respondent, he having been appointed to fill the vacancy caused by the resignation of Mr. Terppe. Hence the parties to the record now before us are the Commonwealth, plaintiff, and F. J.

Dickert, respondent,
It appears that Mr. Terppe was apof the term of three years from the third Friday of March, 1896, The ap-pointment was made March 23, 1896. Mr. Terppe, after serving sometime, re-signed his office on December 14, 1898 and his resignation was accepted on the same day. Thus the territory formerly known as the South Ward of the Borough of Scranton was left without representation on the Poor Board. In

other words, there was a vacancy.
On March 2, 1899, F. J. Dickert was appointed to fill this vacancy. An examination of the legislation relating to the Scranton Poor District leads us to the conclusion that the regular term of the representative from the South Ward ended March 17, 1899, so that there was only fifteen days of the term remaining when Mr. Dickert was ap-pointed. He is now holding over until his suggessor is duly appointed, or elected, as the law might be determined on this question. This brief statement shows the status of the case and the *************

pleadings as they are now before us. SEVEN DIFFERENT ACTS. The legislation creating the Scranton Poor District, as it is now called, and regulating its affairs, is comprised in seven different acts of assembly or supplements. We shall only refer to two. The consideration of the others is not material in the discussion of this case The act creating the noor district was passed April 9, 1862, (P. L. 352) under the title of "An Act to authorize the erection of a Poor House by the Borough of Dunmore, Borough of Scranton and Township of Providence, in the County of Luzerne." The only part of this act requiring our attention is to be found in Section 3, providing for the filling of vacancies. It is in these words: "And in case of a vacancy occurring in the board of directors of the poor of said boroughs and township, by death, resignation or other-

wise, it shall be the duty of the court of Quarter Sessions of the county of Luzerne to appoint a suitable person to fill such acancy for the unexpired term of the director causing the same." A supplement was passed March 16.

P. L. 230) having the following "A further supplement to an act entitled 'An act to authorize the erec-ion of a poor house by the Borough of Dunmore, borough of Scranton and township of Providence, in the county of Luzerne', approved the 9th day of April, A. D., 1862," Section 2 of this supplementary act provides: "That hereafter wherever any vacancy shall occur in the board of directors, created in pursuance of the act to which this s a supplement, whether such vacancy occur by the expiration of the term of office, or otherwise, the same shall be

filled by the appointment of the presi-dent judge of the Court of Common Pleas in and for the county of Luzerns at a regular term of said court, upon the petition of at least twenty free olders from that portion of the districomprised within said act, in which the vacancy occurs; that all acts and of acts, inconsistent herewith be and the same is hereby repealed."

TRANSFERS THE POWER.

It is clear that the supplement transfers the power to fill vacancies from the Court of Quarter Sessions of Luzerne county to the president judge of the Court of Common Pleas, and provides how the president judge may be moved to fill a vacancy, to wit, by petition. Does the section quoted de-more than this? What is meant by the peculiar legislative expression of a vacancy occurring "at the expiration of the term," when the organic law of the district provides for the election d poor directors by the people at reguperiode? We shall endeavor to ans wer this question in the further dis-

ussion of the case. The first important question raised by the relator refers to the constituionality of the supplement of 1866. It is claimed that the supplement is unonstitutional because it violates the constitutional amendment of 1864, which provides that no bill shall be passed by the legislators, containing more than one subject, which shall be clearly expressed in the title. More this supplement was placed upon the statute book. It came before Hand, J., for construction in 1884. Under it. soor directors have been appointed ince 1866, but during all these years

no attack has been made upon its constitutionality question is now raised for the first time. A few general principles must at all times be kept in view in considering the constitutionality of a statute. All statutes should be con trued so as to sustain them, rather than ignore them. One section of statute may stand the test of judicial scrutiny, while another section may fail. Contemporaneous construction of a statute and long acquiescence in the operations of its provisions will often save it from the destructive attack of the strict constructionist. But we need not rely particularly upon these general principles in this case because we are of the opinion that the supplement of 1886 fairly meets the re-

quirements of the constitutional amendment of 1864. AUTHORITIES QUOTED.

The authorities sustain us in this po sition. In Allegheny county's Home case, 77 Pa., 77, the following title of an Act of Assembly, passed in 1871, was considered sufficient: "An Act providing for an equitable division of property between the county of Alle-gheny and the city of Pittsburg." We can do no better than repeat the lan-guage used by the court in this case: "The course of decision in this court has been intended to carry out the true intent of the amendment of 1854, as to the tirle and subject of bills, instead of resorting to sharp criticism, which must often bring legislation to nought The Amendment of 1864 was in sub-stance proposed in the Constitutional convention of 1837-8, and rejected, he-cause it was feared it would render

legislation too difficult and uncertain TROLLEY ROAD and lead to litigation. It will not do therefore, to impale the legislation of the state upon the sharp points of criticism, but we must give each title, as it comes before us, a reasonable in-terpretation, ut res magis veleut quam

If the title fairly gives notice of the subject of the act, so as reasonably to lead to an inquiry into the body of the bill, it is all that is necessary. It need not be an index to the contents as has often been said. But on the other hand it should not mislead or tend to avert inquiry into the contents, as was held in the case of the Union Pas-senger Railway company, decided at Philadelphia in 1873. In view of this Philadelphia in 1873. In view of this current of decision we cannot say that this title is too vague or is misleading. It substantially, though without particularity, described the subject of the act and its purpose."

The subject is further discussed in State Line and Juniata Railroad Company's Appeal, 77 Pa., 129. In 1876 the legislature passed "An act to incompany."

egislature passed "An act to porate the State Line and Juniata Railroad." Supplements were passed n 1871 and 1872. In this case the rule s laid down that where the legisla-tion in the supplement is germane to he subject of the original bill, the bject of such supplement is sufficiently expressed in the title. Paxon, J. found on investigation that from 1864 to 1875 about fourteen hundred "sup-plements" and "further supplements" were passed by the legislature.

SHOWS THE CONSTRUCTION. He says: "This is important, not only as showing the extent of the in-erests to be affected by our decision, out also as exhibiting the uniform construction placed upon this section (amendment of 1884) by the legislative and executive departments of the government. While we are not bound by their construction, it is nevertheless entitled to weight, and should al-ways be treated with respect. In view of this unbroken current of legislation.

[Continued on Page 8.]

CONCERNING RIFLE PRACTICE. Order That Has Been Issued by Col-

onel L. A. Watres. following order has been issued by Colonel L. A. Watres, of the Thir-

Headquarters Thirteenth Regiment In-fantry, Third Brigade, N. G. P.

Scranton, Aug. 14, 1899. Regimental Orders, No. 1. I. Rees Watkins is hereby temporar-ly assigned to duty as inspector of ifle practice. He will be respected and

beyed accordingly.

II. The following matters pertaining to rifle practice for the season of 1899 are hereby published for the guidance f this regiment:

The season for practice on the several ranges controlled by the respectlve companies will be opened August 14 and continue until October 31. All qualifying scores must be shot under the supervision of the inspector of rifle practice, the range master, or some one authorized by the above-named per-sons to take the scores; and under no circumstances will a qualifying score e accepted unless certified to by either f the above persons, Richard Barron is hereby appointed

assistant range master of the Dickson rifle range. He will be at the range from 1.30 p. m. to 5.30 p. m. daily, and the following rules will be observed:

The range will be open for use after noons only, but any member of the regiment desirous of shooting in the forenoon for the purpose of qualifying will be allowed the privilege by giving one day's notice to the range master and defraying the expense of markers. No one shall use the range unless the inspector of rifle practice, the range master or some other authorized per-

on is in charge There being no days set apart as special qualifying days, members of the regiment may qualify at any time by

er in charge Men who have not previously qualified as marksmen will be taken to the range for practice and must be accompanied by a proficient instructor, and will not be allowed to fire over the range unless so accompanied.

Every man who has never before qualified as a marksman will be required to shoot at three ranges—100, 200 and 500 yards, and will be allowed five shots and no more in one entry at each range, beginning always at the 190 yard, and never firing at a longer range until he has shown reasonable

Recruits who have enlisted since Oc tober 31, 1897, and who succeed in mak-ing a total score of thirty points at 100. 00 and 500 yards, five consecutive shots it each range, shall be rated as a thirdclass marksman, and may re-enter the same season for qualification in the

It is understood that the soldier may practice from time to time during the season, but when he proposes to qualify he must declare his intention of so doing to whe officer in charge of the range before he fires the first shot on

When a soldier declares his intention o qualify as a marksman he will not permitted to fire more than seven be warming or sighting shots and not to be a part of the score; the last five shots to be the score. Before shooting at the range the soldier must state whether or not be intends to fire warming shots. If warming shots are not Every member of this regiment must qualify as a marksman this year, infantry man is fit to carry a unless he is able to qualify as a marks-

nan. The loading of any rifle on the range is strictly forbidden except by the marksman at the firing points whose turn it is to shoot and by him only when the danger signal is down. Load-ing rifle and closing breech-block shall be done with the rifle pointing down-

vard and toward the target. No one except the men actually firng and the instructors will be allowed ear the firing points, and all loud talk ng and interference in any person shooting is forbidden.

Marksmen shooting on the wrong taret may be debarred from the range or the season, or in proper cases may e simply fined. The commanding officers of Com-

panies E. G. I and M will see that all qualification scores are shot under the immediate supervision of the acting in spector of their commands, to be ap-pointed, and that all scores made the evious month are sent to these head quarters promptly on the first of onth, and their accuracy vouched for by the company inspector.

The commanding officers of Companies F. K and L are requested to

By order of L. A. Watres, Colonel. Rooms Wanted for Firemen's Convention,

give personal attention to the immedi-ate qualification of the men while they

have free use of the range.

with or without board. Kindly notify secretary, city hall, as soon as possible Steam Heating and Plumbing.

P. F. & M. T. Howley, 231 Wyoming ave.

Horsford's Acid Phosphate promotes digestion and corrects acidity of the stomach. Genuine bears name Horsford's on wrapper.

CANNOT BE BUILT

JUDGE GUNSTER CONTINUES THE INJUNCTION.

Is of the Opinion That There Is Evidence of Bribery in the Manner in Which the Councilmen of Old Forge Were Dealt With by the Officials of the Company-Council Passed the Franchise Ordinance Over the Veto of the Burgess. Testimony is Invalid.

In the equity case of Charles J. leogh and others, taxpayers of Old forge borough against the litiston & Scranton railway company an opinion was handed down yesterday by Judge W. Gunster continuing the prelimininjunction heretofore granted Judge Gunster is of the opinion that the franchise to construct the road was obtained by bribery. His opinion is as follows:

The plaintiffs are residents and property owners of the borough of Old Forge, in this county. The defendant is a corporation purporting to have been incorporated under the Act of 1889. Articles of association were submitted to the governor of the commonwealth on the 7th of November, 1898, and letters patent were thereupon directed by him to be issued and upon the same date letters patent were issued. The articles of association were duly corded in this county on the 16th May, 1899, in charter book No. 5, pag-

The streets and highways upon which the railway proposed to be constructed and the circuit of the route are deribed in the acticles of association as ollows, viz.: Beginning on the main oad leading from Rendham to Pittston in Old Forge township, Lacka-wanna county, running thence southrly along said public road to a point on said road within about 600 feet from the railroad tracks of the Lackawanna and Bloomsburg rallroad; thence along the street at this point to its inter-section with the said road leading to Pittston, and to a point on said road on the dividing line between the township of Old Forge in Lackawanna county and the township of Marcy in Luzerne county, together with a loop or circuit from the point above men-tioned where the road branches off from the main road running along said public highway towards Pittston until t again intersects with the line above t forth on said public highway.

RESOLUTION ADOPTED. In June, 1899, the council of the bor ough of Old Forge, by an ordinance en-titled "An ordinance authorizing the onstruction and operation of a street allway in the borough of Old Forge by the Pittston and Scranton Street Railway company," undertook to grant the consent of the borough of Old Forge to said company to lay tracks with the necessary switches and turnouts, and to erect the necessary poles and wires. ind operate its road by electric power and operate its road by electric power.

The burgess, by veto dated June 12, 1899, vetoed the ordinance, but the council, by a vote of five in favor thereof, bassed the ordinance over the veto. Sometime after the passage of the or dinance the defendant company con-tracted with the Scranton Railway

fendant company, and the Scranton Rallway company began to do the work when the present bill was filed and the preliminary injunction granted.

The plaintiffs pray not only for an injunction against the construction of the said railroad, but they also pray that the charter of the street railway company be declared fliegal and void, and that the ordinance passed in theh

ompany to construct the street rail-way over the line mentioned in the resolution and ordinance, for the de-

behalf be also declared illegal and void, together with further relief. The bill not only seeks to attack the incorporation of the borough of Old Forge, and in that way to destroy the effect of the ordinance mentioned, but if further charges that the action of the councilmen in passing the ordi nance over the veto of the burgess was improvident and against the interests of the municipality, and of great and irreparable damage and loss to the plaintiffs: that the sald ordinance was fraudulently and corruptly procured to be passed by said street railway company and its agents, and that prior to he passage of said ordinance by said councilmen, divers gifts and bribes were offered, promised and given to them, by said street railway company and their agents, to procure the pass-age of said ordinance, and that said ordinance was drawn up and prepared by said company and its agents; that the said street railway company has no lawful charter to build, operate. maintain and control a street railway long the above-named streets; and that the ordinance under which it is proposed to construct said street rull-way is illegal and void in its provisions because a portion of the route by which it is proposed to make a loop in said line is not on a public highway. but is across private property and fields for nearly one-quarter of a mile. and also crosses a public highway.

VESTED IN AUTHORITIES. I do not consider it necessary at pres nt to discuss in detail all the objec-ons made to the construction of the ad. I declined to hear evidence as to the wisdom or improvidence of the councilmen in passing the ordinance in question, as in my opinion that matter is entirely vested in the borough authorities and not in the court. etions made to the incorporation of the defendant company do not appear to be well founded, and plaintiffs are no position to attack the validity of their charter in this case. As to the objection that a part of the route will over private property it is sufficient o say that "passenger railways under the Act of 1889 may diverge for a short distance where the conformation of the surface or the position of streams make it necessary in order to avoid discom-fort or danger to the traveling public and it may be added, to avoid grade crossings, or for any other reason amounting to necessity or what is the ame thing in such matters, great public convenience. The occasion of such divergence and its extent are questions of location and the decision of them primarily is in the discretion of the railroad company. If the variance from the charter route is greater than is necessary, or the charter route itself open to objection, the commonwealth lone can be heard to make it in interest of the general public Township vs. Railway Co., 167 Pa. 84 and 90: Pennsylvania Railroad Co. vs. and 90: Pennsylvania Railroad Co. vs. Street Railway Co., 176 Pa. 559 and 577. As already stated, the divergence over private property in the present

ight to cross the private property from he owner thereof The charge of bribery and corruption resents a more serious question. The estimony uncontradicted and unexlained leaves no room for doubt that in attempt was made on behalf of lefendant company to bribe at least some of the councilmen of the borough n order to secure the passage of the edinance in question.

case is for the purpose of avoiding a dangerous grade crossing, and the de-fendant company have secured the

AN INFERENCE WARRANTED. Whether the attempt was successful nough to warrant that inference. It ppears from the testimony that one P. W. Gallagher, representing the de-

fendant company, made a proposition to P. F. Coyne, a member of the born ough council, to pay to each of the councilmen one hundred dollars when sition appears to have been made known by Mr. Coyne to Mr. Monroe, Mr. Staff and Mr. Gallagher, who were members of the borough council, perhaps proper to quote from the timony of Mr. Coyne himself. He was called and examined as a witness on the part of the plaintiffs. Among other

ings, he testified as follows:
Q. What did Mr. Gallagher say to rou in regard to yourself and other numbers of the council receiving re-wards in this matter? A. He gave me a book, a pass to ride on the street car free, and he told me he would pay me, each and every one of the councilmen, one hundred dollars when that ordi-nance would be passed, for election ex-

"Q. Have you that book here?" A. Yes, sir. (Witness produces book.) "Q. State whether that is the book that was given you by Mr. Gallagher at the time you refer to? A. Yes.
"Q. What was the value of that book when he gave it to you? A. Well, I don't know what they charge for them; there was a hundred passes in it. "Q. Is the Mr. Gallagher you refer to gentleman sitting here? A. That

Q. You have mentioned two conversations you had with Mr. Gallagher; at which one did he give you this book? This was the first conversation. "Q. Where was that? A. Down at Father Jordan's house, "Q. Was it in the house or at the house? A In the house.

WHAT COYNE SAID.

Q. Teil us all you can that was said at that conversation, relate the whole conversation with reference to this matter? A. Well, there was word at the house for me when I came home, he wanted to see me: I went down there and went into the sitting room and sat down and he came in in a min ute or two after, and he said, 'Mr Coyne, you was in town today,' and I said, 'Yes,' and he said, 'Here, take this with you, it might help you along. and he handed me the book, and I tole him it wouldn't be any good to me that day because I had my horse and wagor with me, and then he read the ordi nance over and asked me how that would suit me, and I said it was all right as far as it was given, and he said. When this passes I will pay you each and every man one hundred dol-lars and I won't pay any more, for lection expenses, and I told him be ouldn't have my vote until he did what was right with the people of Old orge if he put a barrel in my cellar, and then I went home. When asked upon cross-examination

when asked upon cross-examination as to what he had said at the Rock-away hotel, where he met the other councilmen mentioned, he answered, "The understanding was first we would get what the people wanted, and ther if they wanted to pay our expenses they would pay more than a hundred dollars; that was the understanding."
It appears that Mr. Staff had been informed by someone that Mr. Gallagher had been told that the councilmen were all poor men, and that it would be nothing but right for the com-pany to pay the expenses of their elec-tion, and Mr. Gallagher himself stated Mr. Staff that the company reckoned pay the council's election expenses appears from the testimony that Mr Monroe, Mr. Staff and Mr. Gallagher were among the councilmen who voted favor of the ordinance; Mr. Coyne

voted against it. WERE GIVEN BOOKS.

In addition to the circumstances mentioned is the fact that at least five members of the council, all except Mr. Biancardi and Mr. Kilcoyne, were given ticket books or pass-books containing one hundred tickets, by Mr. Gallagher. To Mr. Stevens he gave the pass while they were at Babylon and where Mr. Stevens was trying to explain to Mr. Gallagher where one of the retaining tion, was to be built. Mr. Gallaghe another councilman, was given a ticket book while in conversation concerning the ordinance with P. W. Gallagher in the council room. Mr. Monroe testifies that he received a pass-book from Mr. Gallagher at the meeting at which the burgess' veto was read and immedi-ately after he had voted to pass the ordinance over the veto. Mr. Coyne also had received a pass-book, although it appears that he voted against the ordinance, whether for the reason sug-gested in his testimony does not ap-

It was argued by counsel for the defendant that it is customary to furnish councilmen with free passes. The custom is unwholesome and pernicle ter it will be for the community. It is in direct violation of Section 8, Article 17, of the Constitution 17, of the Constitution of 1874, which provides that "No railroad, railway or other transportation company shall grant free passes or passes at a discount to any person except officers employes of the company." And the Art of June 15, 1874, P. L. 289, which provides that "No railroad, railway or other transportation company having accepted the provisions of the seventeenth article of the Constitution. hereafter organized, shall grant free passes or passes at a discount to any person except to an officer or employed of the company issuing the same." under a penalty.

IT THROWS A CLOUD.

Without intending to prejudice the final disposition of the case, the evidence as it now stands throws such a cloud upon the ordinance in question that at this preliminary stage of the case it should be treated as if it had been procured by bribery, and if that position be correct then the present in-junction must be continued. "Where consent of a supervisor to the use of a township road by an electric railway company was given in consideration of the promise of the railway com-pany to provide employment for the supervisor and his son at an agreed price per day, it is a plain case of bribery and the consent is invalid," Lehigh Coal and Navigation Co. vs. Inter-County Street Railway, 167 Pa "A consent by a supervisor to the use of the township road by a street railway company is invalid where it oppears it was extorted from him by the threat to have him arrested for fraudulently giving his consent to another company for a private consideration followed by a promise to give him the same consideration." Tamaqua Railway vs. Inter-County Street Rail-The rule is made absolute and the injunction heretofore granted is con-tinued until otherwise ordered.

St. Catherine's congregation of Moscow will hold its annual outing at Mt. Pocono. Wednesday. Aug. 16. Tickets are \$1.00 for adults and half price for hildren and are good on the excursion train which leaves D., L. & W. station, Scranton, at 9 a.m. Luncheon will be served and there will be music, dancng and amusements of all kinds. Friends from Hyde Park and other parts of the city are invited to spend the day with us at the beautiful park among the lofty Pocono hills.

Smoke the Hotel Jermyn Cigar, 10c.





An opportunity to buy such goods at one-third below regular value. The story which leads up to the opportunity to buy such ware doesn't interest you. That's our affair. It's the price we sell them at that is of importance to you. They are of very fine China, each stamped with trade mark of factory, the decorations exquisite. Individual Butters, roc., Manicure Trays, soc. Comb and Brush Trays 75C. Bisque Jars, \$1.00. Salad or Fruit Dishes, \$1.25. Cake Plates, \$1.00. Jelly Dishes.

China Wall.

Millar & Peck.

134 Wyoming Ave. "Walk in and look around."

DIVORCE MILL DID A BIG DAY'S WORK

SIXTEEN UNHAPPY COUPLES WERE SET FREE.

Two Other Divorces Are as Good as Granted, Rules for Divorces Having Been Made Absolute-Proceedings Stayed in the Case of Duffy Against Duffy-Four Applications for Divorce Were Filed Yesterday. Those Who Ask to Have the Chains of Matrimony Stricken Off.

Lackawanna county's divorce mill did its greatest day's work yesterday. Sixteen absolute divorces were granted and rules for divorces in two other cases were made absolute. All that now remains to be done is to draw a formal decree in these two cases. That the divorce mill might not lack work four new divorce cases were begun. Susan E. Payne was granted a diverce from Alfred Payne to whom she was married June 8, 1889. They lived

she left him because of cruel treat-John L. Benton was divorced from Cornella T. Benton. Desertion was the ground on which the divorce was granted. They were married January 36, 1880, and Mrs. Benton left her hus-

together until November 28, 1898, when

band August 31, 1896. On the ground of unfaithfulness Eugene Evans secured a divorce from Mary Evans to whom he was married March 29, 1891. John Moran was the corespondent in the proceedings.

Isaac W. Cowperthwaite was legally separated from Augusta May Cowperthwaite because she deserted him. They were married February 24, 1885, and Mrs. Coperthwaite left her husband February 15, 1894.

Because her husband treated her in cruel and barbarous manner Bertha Palmer was granted a divorce from William H. Palmer. They were married October 18, 1893, and she was compelled to leave him in May, 1895.

A CRUEL HUSBAND.

Eva R. King, who was divorced from Charles F. King, had a stormy matrimonial career. They were married March 29, 1893, and in November, 1894, she was compelled to leave him. He frequently beat her and was arrested and convicted in Dauphin county for an alleged attempt to cut her throat. Mrs. King says she believes her husband is now a fugitive from

Mary A. Jenkins was deserted by harles E. Jenkins and she was granted a divorce. They were married August 3, 1881, in West Scranton and Mrs. Jenkins says her husband de erted her in February, 1892.

Mary Phillips was divorced from John E. Phillips to whom she was married June 30, 1891. They lived together until November 30, 1897, who Mrs. Phillips says she was compelled leave her husband's house becausof the cruel manner in which he treat

ed her. Sarah J. Moore and William A Moore were married March 29, 1897 but Mrs. Moore alleges that she was compelled to withdraw from her husband's home on April 1", 1897, because of the cruel manner in which he treated her. She was granted a divorce.

HE WAS UNFAITHFUL.

Cruel and barbarous treatment and unfaithfulness with Annie Rushton was the ground on which Diana Scho field was granted a divorce from Aifred Schofield. They were married November 25, 1890, and lived together until January 1, 1884. Grace B. Geer was granted a di-corce from Eansom F. Geer. Cruelty

was the ground. They were married August 14, 1891, and lived together until May 15, 1895. John Galella secured a divorce from Maria because she deserted him. They were married January 10, 1891, and

Mrs. Galella left her husband Septem-Wesley Stanton was divorced from Louisa Stanton to whom he was married in Carbondale November 25, 1891 On January 20, 1897, Mrs. Stanton left her husband and has since persisted

in her desertion. Harnah Tiplady was divorced from Joseph Tiplady because he abused he and brutally beat her. On April : 1882, they were married and separated

March 30, 1899. Mary Reupert alleges that her husband, Charles Reupert, is an babitual drunkard, and abuses her shamefully. She was granted a divorce. They we s married May 5, 1887, and separated in October, 1897.

Annie Andrakus was also granted a divorce from Anthony Andrakus. In the case of King against Eing a rule for divorce was made absolute, and in the case of Swartz against Swartz a similar rule was made abso lute. Proceedings were stayed in the case of Duffy against Duffy.

DIVORCES APPLIED FOR. David T. Brown asks a divorce from ottle Brown to whom he was married January 28, 1896. They lived together until May 19, 1899. Brown charges his wife with unfaithfulness with Henry Jones and others. He also illeges that his wife inflicted personal

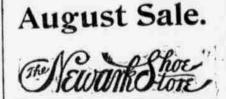
buse upon him. Pauline Scheuer wants her marriage with Henry Scheue, declared null and void because of the cruel treatment she suffered at his hands. They were married May 11 of this year and separated July 31, 1899. She charges him

with unfaithfulness. Sarah Smith is named as corespondent. John G. Webster asks a divorce from Clara Webster, the divorced wife of ex-County Commissioner "Bill"

Frantz. They were married August 1, 1897, and fived together until Noember 19, 1898. Cruel treatment is the ground on which the divorce is Ida M. Haldeman says that her hus-

band, Jerome L. Haldeman, has deserted her without cause and she therefore asks a divorce. They were married March 3, 1881, and lived together until January 2, 1898.

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