Put a Piano



Knahe grand plano, regular price \$850; Vose plano, regular price \$500; sale Yose plano, regular price \$450; sale 350 Ludwig plano, regular price \$175; sale Ludwig piano, regular price \$100; sale 240 Martin Bres piano, regular price \$250;

The above are all rew planes and a guarantee s given with each plane. Easy terms or 10 per cent, from above prices or cash. Some fire bargains in second hand planes. Sheet music at cost and less than cost.

205 WYOMING AVENUE.

Scranton Pa.

Ice Cream.

/ 25c Per Quart.

LACKAWANNA DAIRY CO

328-327 Adams Avenue.

Scranton Transfer Co.

Baggage Checked Direct to Hotels and Private Residences. Office D., L. & W. Passenger Station. Phone 525.



Set of Teeth \$5

Good Care.

more. He can direct you in that care and, by examination, prevent you from suffering and inconveniences.

DR. REYER

DR. H. B. WARE,

SPECIALIST. Eye, Ear, Nose and Throat

Office Hours-9 a. m. to 12.30 p. m.; 2 to 4. Williams Building, Opp. Postoffice.



CITY NOTES

SOLDIER ARRESTED, -Sergeant King, recrnit ing officer in Scranton, last night took one of his men to the central police station to spend the night as the result of his acting in a drunk-

PAY-DAYS.—The Delaware, Luckawanna and Western Railroad company paid all the train-men yesterday, which completes the June pay-roll. The Delaware and Budson paid at Nos. 1 and 3 and the Powderly shafts, at Carisondale.

COUNCIL MEETINGS,-Both select and conmon councils will meet tonight and very lively salons are promised in both branches. The commoners will be taken up with the Abington turnpike question white select council will grap-ple with fire department matters.

MINER KILLED.-Michael Cheswicz, a Polander employed at the Storrs mine, was killed Tuesday afternoon while at work by a great slab of roof rock which had been lossened by a blast,

SPEEDWAY NEWS.

The Speedway Hotel (Open All Year.)

Track open for Gentlemen's Races every Wednesday and Saturday Af-

Rifle Range is open.
All Erie and Wyoming railroad trains stop at Speedway crossing.

Breakfast, 6 to 9 a. m. Lunch, 1 to 2.30 p. m. Dinner, 6 to 9 p. m. Lunch all day in Cate.

Arrangements for large parties by phone, 4674.

COX, Manager, P, O. Scranton Pa.

falling on his neck. The body was removed to his late home near the Marvine mine and the funeral will be held today,

MOONLIGHT PICNIC .- The Luther league of the Holy Trinity Lutheran church of Adams ave-nos and Mulberry street, will hold a moonlight supper and picnic at Nay Aug park on Friday evening, July 13. Supper will be served between and 7 o'clock. All are invited to come with the assurance of having a good time,

TROUBLE IN LUNCH WAGON,-Two young men named O'llara and Ford last night entered the lunch wagon at Penn avenue and Linden treet and began to quarrel with Abe Ross, the san in charge. A scuffle took place in which took made free use of a large club. Patrolmen Markor and Watkins brought the combat to an dirupt close by taking all three men to the Cen-ter street station. Book left a 85 deposit for is appearance in police court this morning.

MOONLIGHT EXCURSION.-The Excelsior Sc cial club last night gave a moonlight excursion to Lake Ariel. It was strictly a club affair and there were about fifty or sixty of the members with lady friends present. The party left the Eric and Wyoming railroad station at 7.30 clock, Baner's full orchestra accompanying, e lake a very enjoyable time was had, reionists returning home about 11 o'clock. The committee in charge of the affair was made up of Alfred Rice, M. Troutfelt and Budore Good-

AN APPEAL IS REFUSED.

Supreme Court Decides That Richard J. Little Must Serve His Term. Decisions in Other Cases.

At Philadelphia yesterday the Supreme court refused the petition of Richard J. Little, editor of the Scranonian, for the allowance of an aphe Superior court in his case. Little s now serving a term in the county jail for libelling Colonel E. H. Ripple. This decision means that Little will have to serve out his sentence, which expires Aug. 24.

Other decisions handed down at Philadelphia yesterday in Lackawanna county cases were:

Von Storch vs Van Storch, C. P. Lackawanna county, Judgment af-

The Olyphant Sewage Drainage company vs. the borough o. Olyphant, et al., C. P. Lackawanna county. Decree is affirmed at the cost of the ap-

Gunster vs. Jessup, et al., C. P. Lackawanna. Judgment is affirmed. The case of Gunster against Jessup is the famous one growing out of the failure of the Scranton City bank. This suit was brought to recover up-on a bond given by George A. Jessup,

vice-president of the Scranton City bank, dated on or about the 12th of February, 1886. The suretles upon the bond were William H. Jessup, Benjamin H. Throop and Albert Beardsley, William H. Jessup is the surviving obligor.

The condition of the bond was that if George A. Jessup should fulfill with integrity and fidelity the trust reposed in him, and faithfully execute the duties assigned to him as vice-president, then the obligation be void, otherwise to be of full effect.

At the trial of the case Edward Merrifield, who was once a director and stockholder of the bank, was called as a witness for the plaintiff. Objection wase made that he was incompetent as to any matters occuring in the life time of Dr. Throop, Albert Beardsley and George A. Jessup, who were then dead, or as to any matters with which they were concerned.

It was shown that Mr. Merrifield had released and turned over all his stock to the assignee of the Scranton City Good care of the teeth does much to bank. It was also shown that there ment of certain including the witness, with a committee of depositors, to pay the depositors in full. It was proved that the contract had been complied with and surrendered to the directors; there being receipt upon the back of it of the hairman of the committee of depositors to that effect. It was proved that certain depositors had assigned their deposits to Mr. Merrifield, trustee, for the purpose of showing that he was interested in this suit. This evidence was rebutted by the admission of a written assignment from Mr. Merrifield to Henry Armburst of all his interest in deposits. It was shown also that Mr. Merrifield and others, at the time of the failure of the bank, borrowed some money from the First National bank, of Scranton, and gave their note for the purpose of paying depositors. At the time of the trial there was a note at the First National bank of about \$8,000, upon which Mr.

Merrifield was a maker. The court ruled that the witness was incompetent. The bond had been lost or destroyed, and there was no other witness by whom its execution and contents could be proved except Mr.

Merrifield. The charge of the court was as follows: "Gentlemen of the jury, there being no evidence in this case upon which the plaintiff is entitled to recover, your verdict will be for the de-

fendants." The judgment of the court of this county that the plaintiff was not entitled to recover is sustained by the Supreme court.

The Olyphant Sewage-Drainage company, which was incorporated on the twenty-seventh day of February, 1894, and on the same date by ordinance was granted the right to use the streets of the said borough for the purpose of carrying out its corporate rights and purposes, did not, it was alleged, carry on its work until the seventeenth day of April, 1899, when the officers of the orough of Olyphant prevented the plaintiff company from excavating and aying pipe or using its streets for the surpose of constructing a system of wers for the said borough. The plaintiff company then asked for an in-junction restraining the borough of Olyphant and its officials from interering with plaintiff's workmen.

After hearing the case, the court made the following order: "Now, therefore, this twenty-first day of December, 1899, this cause havng been heard at a regular term of quity court and having been duly conidered, we order and direct that a ermanent injunction issue against the efendants in accordance with the prayer of plaintiff's bill and that the

eedings. This decision is upheld by the Su-The Von Storch case is one in which the title to certain lands in North

efendants pay the costs of these pro-

Scranton was in dispute. THE OFFICE.

105 Wyoming Avenue. Has been purchased by Ignatz Imel dopf, who for several years has been at Louis Lohmann's, Spruce street. **

Dr. Underwood Will receive his patients at room B

Smoke the Pocono Cigar. 5c.

PAVING CONTRACTS ARE ALL ILLEGAL

> NEW INTERPRETATION OF THE MUNICIPAL LIEN LAW.

By a Decision of President Judge Metzger, of Lycoming County, an Abutting Property Holder Can Only Be Charged with the Cost of Original Construction and Contracts in Which the Paving and Repaying Are Considered Together Are Illegal-Other Court Matters.

By an interpretation of the law on nunicipal liens, contained in an opinion from President Judge Metzger, of Lycoming county, every paving contract made by the city is liable to successful attack. In the matter of such paving contracts as that of Mulberry street, where the payments are to b made in annual installments and where all have not been paid, the city is subjected to the possibility of being com pelled to shoulder a goodly portion of the expense now assessed against the abutting property holders. The gist of Judge Metzger's opinio

is as follows: "A property holder cannot be compelled to pay for repairs on streets, which a contractor, in a contract for original paving, has covenanted to make for a period of years, where it appears that the covenant of the contractor contemplated repairs such as

might be rendered necessary by ordi

nary wear and tear." The finding was made in the paving ease of the City of Williamsport against Lloyd. The defense was that the abutting property holder can only be charged with the cost of the original construction and that the repairs must be made at the expense of the city at large.

JUDGE'S LANGUAGE.

After setting forth the provisions of he contract and ordinance pertaining o repairs, Judge Metzger says:

Considering the contract as a whole, do the provisions to which we have referred constitut mere warranty of the proper construction and naterial used therein, or does it imply a making of repairs which resulted not from any improper onstruction or defective material used by the ontractor? Is it anything more than a guarantee by the contractor of the quality of the mate rial used and the character of the work per formed by him? That he was to warrant is ontract he was to do something more. He wa to keep the pavement, during said period of seven years in good order and repair at his ow cost, and was, during said period, to repair and make good at his own cost and expense, and

defects in said pavement due to its proper use as a public highway.

This clearly included ordinary wear and tear, and included all repairs except such as would be covered by a general warranty of the char acter of the construction and the kind of mate-rial used; or which might result from cause other than its use as a highway. This provision of the contract is for something to be done be the contractor for which the property-holders were not liable. Why they included the provision that this was to be done without any expense to the said property-holders, we canno conceive. At first blush it looks very much like a device to make the property-holders keep the street in repair for seven years by providing that the contractor should do it at his own expense, while, at the same time, he would take this pro-vision into consideration in making his bid and add sufficient to the cost of the original paving to warrant him in making these repairs during

NOT LIABLE FOR REPAIRS, It would look as if it was an attempt in thi manner to accomplish indirectly what council had no power to do directly. That the property olders are not liable for repairs is not ettled to need discussion. of the Supreme court, all that can be charge riginal improvement; the burden of the mainenance of that improvement, after it is one made, is east on the municipality.

In the case of the City of Williamsport vs Seck, 128 Pa. 147, it is said: "The limitation has declared to exist, upon the power of taxation for special benefits of a local character rest upon a clearly defined and impregnable basis but notwithstanding this, the municipal authori-ties charged with the duty of maintaining their greets and highways in proper condition, had so wedded to the pernicious system of naintaining such improvements at the expenof abutting property-owners, that they were loth to abandon it, and various schemes were devised on in Hammet vs. Philadelphia, but with-

ut much success. The time, also, during which this pavement is to be kept in repair is an unreasonable length of me, and is a strong circumstance to convir is that this is an attempt to impose upon the coperty-holders a burden for which they cannot,

The judge also decided further on in the opinion that an assessment for the entire cost of a public improvement on abutting property by the foot-front ule, without reference to special beneits, is illegal and void, and that the Act of July 26, 1897, P. L. 420, relating to municipal liens, is retroactive and s constitutional.

Rule for New Trial Vacated. Judge Henry K. Weand, of Mont tomery county, was here yesterday to hear arguments on the rule for a new trial in the ejectment case of Mrs. Annie L. Ross against Mrs. R. M. Ruland, in which a verdlet for the plaintiff was rendered in a suit before him at the last term of common pleas, The arguments, however, were not made. Attorney C. H. Soper, repre-senting the defense, declined to press or a new trial, but instead instituted new suit, similar to the first, except

that the parties are reversed. The dispute is between mother and laughter over an acre of land in West Abington. Mrs. Ruland, the mother, claims it on a sheriff's deed. The laughter alleges that the judgment on which the property was sold was se-cured on a debt against her husband. E. C. Newcomb is attorney for Mrs.

O'Boyle Tragedy Recalled.

The terrible tragedy of March 3, last when James O'Boyle killed himself, after attempting to kill his wife, was recalled yesterday by an application on the part of Mrs. O'Boyle for letters of administration for her dead husband's The application was anticipated with a caveat filed some time ago by M. J. Donahoe, attorney for O'Boyle's sisters, and Register Koch in consequence declined to grant the letters. A hearing was fixed for July 20. Attorney Richard J. Bourke represents Mrs. O'Boyle.

The opposition to the granting of the

BEECHAM'S PILLS

cure bilious and nervous ills, sick headache, disordered liver and impaired digestion. 10 cents and 25 cents, at all drug stores.



KIDNEYS, LIVER BOWELS, CLEANSES THE SYSTEM DISPELS COLDS HEADACHES & FEVERS; OVERCOMES NABITUAL CONSTIPATION ITS BENEFICIAL EFFECTS,

FOR SALE BY ALL DRUGGISTS, PRICE SOC. PER BOTTLE

BUY THE GENUINE - MAN'F'D BY

letters to Mrs. O'Boyle is based on the claim that she was not O'Boyle's legal wife. It is alleged that she was previously married to James Chester and that he is still alive, or at least, Mrs. O'Boyle falsely represented at the time of her marriage that he was dead. The estate in which Mrs. O'Boyle hopes to share is a property on the corner of Pittston avenue and River street, now occupied by O'Boyle's sis-

Marriage Licenses.

Arthur Hudson......512 Marion street Jessie North.......522 Marion street Alfred Joseph.....531 Bromley avenue Cassie Jenkins.....1162 Hampton street Peter StojakThroop Anna RechaArchbald vithout expense to the said property-holders all Pasquale NardonePittston Guiseppina PasqualottiPittston William NoonanScranton Elizabeth M. Luer.....Archbald

STRONG'S ARE AT NOME.

Letter Received Yesterday Tells of Their Arrival and Some of Their Experiences in the North.

A letter received yesterday by Mrs. Eugene Strong, of South Main avenue. announced the safe arrival at Nome, Alaska, of her husband and son, Harry, who left here, April 10, to spend the summer in the new El Dorado in the interests of the Corwin Trading

essel, the Corwin, May 25, and after thrilling voyage reached Nome June 0. On the vay up they came across the bark Catherine Sudden, of San Francisco, which had sprung a leak, and was loomed to sink with all on poard had not help arrived when i did. Her crew and passengers and \$100,006 cargo of provisions, tools and the like were saved and the bark, herself, after being lightened and patched,

was safely towed to Nome. The letter states that there were, at the time of writing, June 12, 30,003 persons in Nome and thousands of others fighting their way thither as fast as they could. The beach for a obviate the difficulty that resulted from the hundred miles is a succession of tents and rudely constructed hovels, filled with miners bent on washing a fortune of golden flakes from the sand along the shore.

The Corwin company proposes to do a general trading business, but will also go into prospecting and mining. The Indians on the Asiatic side are to be dealt with extensively in fur trade. There are twelve men in the party of which the Strongs are a part, including a newspaperman, who is working up an extended illustrated magazine article.

Smoke The Hotel Jermyn clgar, 10c.

Don't Waste Your Money

If the ear of the student be naturally musical he poor plano will be an endless scurce of diurbance and torture; if, on the other hand, the nusical taste and car of the beginner be as yet informed, what can be imagined more harmful ore obstructive to progress than an instrumen with an imperfect tone and one that is continually out of order. Suppose the instrument is estred for social purpose, s only, even then get a desired for social purposes only, even then get a good one. Who does not know the misery of tancing, or singing, or listening to a "rattle rap?" The main difference between a good, mest plane and a poor, cheap one, is that hile the good one positively improves with use, he poor plane soon displays its real character BEST IS ALWAYS THE CHEAPEST, the Stieff is pre-eminently the piano. This and other planes for your Inspection at

138 Wyoming Avenus. Fine Tuning a Specialty.

COMPANY'S OFFER

BOULEVARD PROPOSITION WAS CONSIDERED YESTERDAY.

Park Committee and Park Commissioners Feel That \$17,500 Is too Much to Pay for Right of Way Through the Park, and Will Submit a Counter Proposition-City Solicitor Vosburg Still Believes City Can Remove Toll-Gate from the City Limits.

It can be definitely stated that the park committee of select council and the park commissioners will not report favorably upon the proposition made by the Nay Aug Falls and Elmhurst Boulevard company to sell its right of way through Nay Aug park and its bridge over the gulch to the city for the sum of \$17,500.

While this decision was not actually reached at yesterday afternoon's meet-ing of the committee and the commisdoners, nevertheless it was the prevailing opinion among those present. It is, of course, generally understood hat the Boulevard company submited this proposition as a means of solving the present difficulty about the removal of its toll gates from within the limits of Nay Aug park, There are several reasons why the proposition was not thought favorably of at yesterday's meeting. The first is that both the members of the com

mittee and the park commissioners consider \$17,500 too much. All present yesterday said that the city had never wanted the toll gate removed beyond the city limits, but nerely beyond the park limits. about one-quarter of a mile beyond the easterly end of the bridge. To ask the company to remove its toll gate beyond the city limits, as some of the gentlemen connected with it seem to think the city wants, would be manifestly unjust.

THE CITY LIMITS.

The city limits extend nearly as far up as the Speedway hotel, or about two miles or more beyond the bridge. The city merely says that it has the right to remove the toll gate beyond the city limits, but that it is willing to concede this right providing the company removes its gate beyond the park

While they had no exact figures at hand, all agreed that the bridge over the falls cost between \$7,000 and \$8,000 and no more. City Engineer Phillips stated that it cost considerably less than \$10,000. The portion of the boulevard lying within the park limits is about three-quarters of a mile in length. Several of those present at length. yesterday's meeting ventured the asertion that the road was worth about \$2,500 a mile in its present condition. At this figure three-quarters of a nile would come to \$1,875. Adding \$1,-125 to this for the space on both sides of the road, owned by the company, would total up \$3,000. A counter proposition will undoubtedly be submitted to the company, offering \$10,000, allowing the \$3,000 as above and \$7,000 for the bridge, valuing the latter at less

than its original cost on account of While the members of the park committee and park commissioners were at the park yesterday afternoon they happened to be casually strolling along just north of the bridge. Now, Mr. Vaughan, as is well known, has a pet scheme of his own, providing for the building of a road through the park by the city and the construction of a orldge over the falls, and he immedi-

ately waxed eloquent on the subject. EXAMINED THE BRIDGE,

He took the members down to inspect the present bridge, which he conends to be unsafe, City Engineer Phillips went along, too, and while he stated that the bridge is safe enough, he nevertheless pointed out the re-enforcing that had to be done at various points by advice of Engineer Cooper, of New York, who had examined the plans when the structure was erected. Mr. Vaughan pointed out the place where he would have the city's road run, along the ridge just west of the gulch, and then showed where he would have it cross, just above the falls.

"We can run it up to the boulevard ust by the old abandoned railway bed," said he, "and thus compel the ompany to move its toll-gate beyond the park limits, for if they don't, then everybody could drive over our road and onto the boulevard for nothing. Then we'll have a road and bridge of our own, and the company can keep

Should the company refuse to accept the counter proposition which the park ommissioners and park committee will undoubtedly offer, City Solicitor Vosourg still contends that, despite Major Warren's claims, he can compel the removal of the toll-gate beyond the

He maintains that under the Act of 1889 the city has the right to control her streets and highways. The Boulevard company has no right, he says, to interfere with this municipal control except by express legislative authority. The Act of 1874, under which the Roulevard company was incorporated, does not confer express power upon it to collect tolls within the city limits, Therefore, says he, no such power exists, as it could not be inferred in the absence of an express enachment.

OBJECT TO THE RECORD.

Scotch Woolen Milis Carry the Case to Common Pleas Court.

A writ of certorari has been taken in the case of Stanley J. Tybursti against the Scotch Woolen mills of this city, and Alderman Millar's record in the case will be reviewed by the court of common pleas. The judgment being for less than \$5.33, an appeal could not be taken.

Because of the filing of the writ of ertiorari the sale advertised for 16 o'clock yesterday morning did not take The Tribune was in error in stating that the execution was directed against the establishment in gen-For the buyer who believes as we do, THAT THE eral. Ten pieces of goods only were

> Spent a Good Farm Doctoring. Mr. A. N. Noell, of Asherville, Kansas, says he spent a good farm doctorng himself for chronic diarrhoea, but got no relief and was afraid that he must die. He chanced to get hold of a bottle of Chamberlain's Colic, Cholera and Diarrhoea Remedy and was per-manently cured by it. For sale by all druggists. Matthews Bros., wholesale and retail agents.

HARRICH RANGE BARREL BA NOT DESIRABLE Fruit Jars and Rubbers

In order to cheapen the price of Fruit Jars, manufacturers packed and shipped anything the blowers made. Did it ever occur to you that the loss of one can of fruit through faulty jars would be more than the difference in price of a dozen good ones? Why buy poor ones when the difference is only a few cents? Mason and Lightning Jars, Rubbers, Extra Caps, Jelly Glasses, Etc. Rubbers for old-fasnioned pint Mason Jars,

China Wall.

G. V. Millar & Co 134 Wyoming Ave

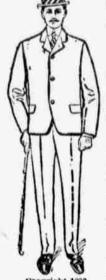
All Human History Attests

That happiness for man-the hungry sinner-Since Eve ate apples, much depends on dinner-Byron.

We serve in our Main Store the most appetizing luncheons, every day, and all day. Not a dinner in the regular sense, but a varied collection of dainty and toothsome dishes. You pay for what you get-a most satisfactory way.

J. D. WILLIAMS & BRO.

312-314 Lackawanna Ave.



French Flannels

Are all the go this season for Midsummer wear. The swell dressers are wearing them. The most comfortable and coolest fabric yet invented for Summer wear. They are cut with that same custom tailor style that has made all our Ready-to-Wear Clothes popular with good dressers. They THE STEIN-BLOCH CO. are not to be compared with

the cheap, ready-made kind. these popular suits in our corner window at \$7.50, \$8.\$10,\$12

Our Clearing Sale Of Golf and Bike Pants

About 250 pairs have all been re-marked. They were all made for us this season from selected cloths, shepherds, plaids, or neat patterns of cassimere. Some have the new patent leather belt attached. Sold by us this season at \$4.50, \$3.50, \$2.50 and \$2.25, are now reduced in some cases at less than cost to



clear them out \$1.90, \$1.25, \$2, \$2.50 this season.

Suits That We Sold for \$15, \$18 and \$20



Are reduced for a Great Clearing Sale, These Suits are made from the very finest cloths-the same patterns that have been shown all season at the best custom tailor shops. We won't carry one over until next season if price will move them. See them in our windows marked for this Great

Clearing Sale. . . \$9.50, \$12, \$14.50 This opportunity only occurs in this

Samter Brothers

store twice every year.

Scranton's Leading Outfitters.