

**NEW SEAL FOR THE RECORDER****Seal for the City Has Not Yet Been Prepared.**

The new seal for the recorder's office was received yesterday. It is the same design as the old mayor's seal, the centerpiece being a representation of a coal breaker and a train of cars. Above this are the words "Recorder's Office," and on the outside rim of the seal these words appear: "City of Scranton, Pennsylvania, Incorporated April 23, 1866."

The new second-class city seal, which will be the property of the city clerk, has not yet been prepared. The "riper" bill provides in part for the words that shall appear on it, but leaves the general design to the originality of the city officials, only providing that it shall be approved by council before it becomes the legal seal of the city.

City Clerk McAllel is spending some thought on the nature of the design that will be placed on the great seal of the city, and when he has presented the result of his labors it will undoubtedly be very satisfactory.

WOULD NOT PAY THE FINE.**Journalist Arrested for Trespass Goes to the County Jail.**

Charles Hemming, poet, journalist and social economist, was yesterday sent to the county jail for ten days by Alderman Miller, in default of a \$5 fine for trespass.

Mr. Hemming was arrested by a Delaware, Lackawanna and Western special while in the yard near the car shops. He did not deny the allegation, but contended he had a right there. When the alderman imposed a fine he refused to pay it or allow any of his friends to pay it for him, preferring to go to jail that he might have ground for an action for damages for false imprisonment.

JURY IN THE MAYSE CASE.**Will Pay a Visit to the Carlucci Stone Works.**

Deputy Coronor G. A. Williams conducted an inquest in the West Side station house last night to inquire into the death of Night Foreman Joseph Mayse, who was killed in Carlucci's stone yard last Saturday morning.

Three witnesses were examined, Charles Cooper and Tony Morriso, laborers, and Angelo Vareto, the foreman, none of whom witnessed the accident. The jury after much deliberation decided to adjourn until 2 o'clock this afternoon, when they will visit the stone yard and acquaint themselves with the location of the machinery by which Mayse met death.

FUNERAL OF MRS. O'MALLEY.**Solemn High Mass of Requiem at the Cathedral.**

The funeral of Mrs. Mary O'Malley, of Seventh street, took place yesterday morning from her late residence. A solemn high mass of requiem was celebrated by Rev. J. J. Griffin, Rev. R. O'Byrne was deacon and Rev. Miles J. McManus, sub-deacon. Following the mass, interment was made in the Cathedral cemetery.

The pall-bearers were C. G. Boland, Patrick Battle, of Pittston; Thomas O'Malley, Edward Newcomb, James Healey and James Duffy.

M'ANDREW WAS DISCHARGED**No Evidence to Support the Allegation of Harkness.**

P. J. McAndrew, one of the strike leaders who was arrested yesterday on a warrant sworn out by A. Harkness, charging him with using violent language on the street was discharged by Alderman Miller.

When the case came to be heard Harkness could not substantiate his charge.

BATHERS IN THE PARK.**Three Men Arrested by Park Policeman McNamara.**

Park Policeman McNamara, yesterday arrested three men for bathing in the "basin" just above Nay Aug falls, within the limits of Nay Aug Park.

They were taken before Magistrate Howe and held in their own recognizance to appear in police court, this morning.

UNINVENTED INVENTIONS.

From Everybody's Magazine. 2

The cost of refining kerosene oil is paid today from the distilled sludge left which used to foul our rivers and harbors. The old waste of the slaughter houses brings in as much today as the flesh of the animals killed. Nature has waste products still waiting for use. Prairie wire-grass was one of them. It is now made into handsome furniture and furnishings. Corn-stalk pitch is made into fillings for war-ships' hulls to close water-tight the holes made by an enemy. Find a substitute for the elastic Para rubber, and your fortune is made. Celluloid and oxidized oil are fair substitutes for some purposes, but nothing has yet been found that possesses the true elastic properties of rubber from Para. There is still "nothing like leather" for shoes, but the inventor may find a substitute to his profit.

POSTOFFICE MATTERS.

A letter addressed to "W. B. Craven, 299 Broadway, Philadelphia" and marked from the post office, No. 4, was forwarded to me from the post office office. It is merely signed "Your Devoted Mother," and considerably difficulty is being therefore encountered in finding the sender.

Two trim, neat looking mail wagons have been added to the equipment of the local postoffice and already put into service.

POLICE AND ALDERMAN.

Thomas Snyder, arrested Monday night for drunkenness and disorderly conduct, at the complaint of his wife, by Sergeant R. G. Jones and Patrolman Shast, was fined \$5 yesterday morning.

Adolph H. Strode, arrested for the larceny of a diamond ring in New York city, was remanded for a further hearing and may be taken to the metropolis.

Kate Ferris, who was arrested while a guest in a rather peculiar manner, was discharged from custody by Magistrate Howe.

Patrolman Ross yesterday afternoon arrested a man who was creating a disturbance at the Lackawanna station and took him to the Center street police station. Before being arrested the man struck the special officer at the station.

Protection.

Before starting on your vacation, send your name, occupation, address and date of birth to W. H. Booth, 201-202 Commonwealth building, and receive rates for \$1,000 to \$2,000 life insurance, good for two, three or four months.

Mahon's Shoe Store 328 Lackaw. Ave. will be open late this evening, to accommodate their customers for July 4.

SHIRT WAIST AS A COURT DRESS**BIG CORPORATION CASE FOUGHT IN SHIRT SLEEVES.**

Hearing in the Rocky Glen Equity Suit Conducted with the Attorneys Parties and Witnesses Coalless and Vestless—Decision in Luzerne County Which Has a Direct Bearing on the Local Issue—Arthur Frothingham and Annette Reynolds Testify.

After a number of continuances the case got together yesterday, before Judge John P. Kelly, in the tortious main court room, to settle their dispute.

It was a very warm proceeding in more ways than one. H. A. Fuller, of Wilkes-Barre, who with Joseph O'Brien and J. E. Burr represents the defense, is a rather sarcastic sort of man at times to be sarcastic. The attorneys for the plaintiff were E. C. Newcomer and Major Everett Warren.

With the consent of Judge Kelly a majority of those in attendance at the trial appeared in shirt waists. Among them were the chief attorney, George A. Lee, ex-Senator M. E. McDonald, officers of the defendant companies and Miss Annette Reynolds, treasurer of the plaintiff company.

The hearing was in substance an elaboration by testimony of the averments in the bill of injunction and the defendant's answers.

PARTIES TO SUIT.

The plaintiff is the Rocky Glen Water company, of which Arthur Frothingham is president; Annette Reynolds, treasurer, and William Frothingham, secretary. The defendants are the Scranton and Northeastern Railroad company, the Connell Park and Speedway Street Railway company, the Lackawanna and Wyoming Valley Rapid Transit company, the Wilkes-Barre Street Railway company, the Transit Contract company, and Contractors John R. Lee and Joseph Page. The defendants are virtually the new rapid transit trolley company now engaged in building an air line between Scranton and Wilkes-Barre.

The contest is over a tract of land in Moosic on which the railroad company has located a right of way and the water company a reservoir.

The railroad company claims it was on the land first and that it holds by right of eminent domain. The water company denies the railroad company's right of eminent domain, and alleges that at all events the railroad company did not proceed regularly to execute such a right.

The railroad company was chartered May 28, 1900, and at a meeting of the board of directors, Nov. 22, 1900, located a route from Scranton to Pittston, which included a right of way through the land in question.

WATER COMPANY'S CHARTER. The water company was chartered in February, 1901, and dedicated a portion of its tract for reservoir purposes. This portion was across the right of way of the railroad company. The land in that vicinity owned by the company was about one hundred acres in extent. Forty acres of it was laid out for the reservoir. It was owned by Miss Reynolds and deeded by her to the water company, of which she was treasurer.

The water company proceeded forthwith to make surveys and clearings for its reservoir. In the early part of May, the contractors for the railroad company came along with their men and began clearing and grading for the railroad track. The water company came into court and secured a preliminary injunction on May 25, restraining the railroad company from continuing the alleged trespass.

Councils having failed to ratify the action taken by Recorder Moir, which would have made the contracts legal beyond question, Recorder Connell yesterday caused notice to be sent to the persons holding these contracts apprising them of the fact that they are not legal and requesting that the contracts be returned.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action. While councils no longer have the right to advertise for bid and award contracts, they must authorize the advertising for bids and awarding of contracts before it can be done.

When the recorder reached this conclusion he suggested that councils and making them legal beyond question. One week ago last Thursday night select council refused to pass such a resolution, believing the recorder and other officials had exceeded their powers and followed this up last Thursday night by passing a resolution which brushed the existing contracts aside and directed that new bids be advertised for.

Councils having failed to ratify the action taken by Recorder Moir, which would have made the contracts legal beyond question, Recorder Connell yesterday caused notice to be sent to the persons holding these contracts apprising them of the fact that they are not legal and requesting that the contracts be returned.

The persons notified were the LaFrance Engine company, which sold a hook and ladder truck to the city; the American Fire Engine company, which sold a large steamer; the various firms which sold fire hose, and the newspapers which made advertising contracts.

A portion of the hose sold has already been received by Superintendent Zillie-mann, of the bureau of fires, accepted and stored away.

Those having the contracts will make a fight to hold the city to the contracts, the men holding fire department contracts alleging that the city had Councillor Watson's assurance that the contracts were legal and that the city officials had the right to enter into them.

Yesterday's action on the part of the recorder will bring things to a standstill until the validity of the contracts is ascertained. The awarding of new contracts, as proposed by the select council resolution would greatly add to the complex condition of affairs.

FOOD FADS.**Superstitions That Have no Foundation in Chemical Fact.**

The base ball game between the crack Scranton and the Cathedrale Crescents, which will be played at Lake Lure at the Fourth of July, has attracted the attention of the enthusiasts all along the valley. A handsome game will be given.

There are promises to make it interesting for Cathedrale. The latter representatives have agreed to give the water company a bond to any amount connected with his company or made any attempt to agree on a price for the property.

MISS REYNOLDS, TREASURER.

Miss Reynolds, treasurer of the company, gave similar testimony. She admitted, however, on cross-examination, that a short time before the injunction was issued some one followed her around town with a bond of \$1,000 to indemnify Annette Reynolds for damages accruing from the seizure of the land in question. She refused to accept the bond, because she did not own the land.

The defense opened at 4 o'clock with the presentation of the articles of incorporation.

Conrad.

Open late this evening. **

Weber's Barber shop will be closed all day Thursday. **

Smoke the Possum McSally. *

corporation of the Scranton and Northern Railroad company and the letters patent issued May 28, 1900, C. V. Boughton, secretary of the railroad company, then took the stand and identified the minutes of the meeting of November 22, 1900, at which the route of the railroad was located.

The last witness of the day was W. F. Maitz, chief engineer of the railroad company. On cross-examination, Major Warren secured from him an admission that the route as originally laid out and adopted by the directors of the company on November 22, 1900, was not exactly the route that was being followed by the construction gangs now. The engineers, he admitted, had made slight changes.

DEFENSE WILL USE IT.

The admission was not an inadvertent one, unwillingly made. It is understood it will be used by the defense in explaining how the route now being followed does not coincide with one marked on a blue print furnished Arthur Frothingham early in February.

At adjourning time, Major Warren was arguing that, because of the changes in the route adopted November 22, 1900, this adoption falls, and with it must fall the claim of the railroad company's entry upon the tract of that date.

Special stress will be laid on this contention, it is expected, because of the fact that the Luzerne courts, on Monday, dismissed the Avoca case, in which the railroad company's right of eminent domain was assailed.

The order accompanying the dismissal reads as follows:

Luzerne County, etc., Borough of Avoca, vs. the Scranton and Northeastern Railroad Company. Upon motion to continue preliminary injunction.

ORDER OF COURT.

Now, July 1, 1901, after hearing upon the above motion and being of opinion that the essential averment of the plaintiff's bill, viz: That the respondent is proceeding to construct and intends to operate a street passenger railway contrary to the powers, rights and franchises conferred upon it by the charter, is not sustained by the evidence, the motion to continue the preliminary injunction is denied.

By the court: George S. Peris, Judge.

The hearing will be resumed at 9 o'clock this morning.

CONTRACTS NOT LEGAL.

Recorder Connell Has Caused Notice to Be Served Upon Those Who Hold Them.

The city is likely to have some litigation on its hands, because of the contracts entered into by the city during the time James Moir was recorder.

These contracts were awarded by the recorder and heads of the proper departments without any authorization from councils, save that contained in the appropriation ordinance which made certain funds available for the work.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

While Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take any of the preliminary steps to do so until councils passed an ordinance directing such action.

When Recorder Connell entered upon the duties of his office he took up this matter and satisfied himself that the recorder and heads of departments could not enter into a contract or take