For This Week Only AGAINST CITY

Large Three Panel Horse Picture

Framed in Dutch Oak and ernamented with four real horseshoes, bit and whip; regular price \$6. Our price this week only \$2.50 See Window Display.

Jacobs & Fasold, Interior Decorators, 200 Washington avenue,

Wall Paper, Shades, Paints, Mouldings, Pictures and Frames.

City Notes.

LIQUOR LICENSES.-Pebruary 3 is the last

MONTHLY SERVICE, -The regular monthly preaching service was held at the Home for the Friendless yesterday, when Rev. H. C. McDer-mott, paster of the Simpson Methodist Episco-pal church, preached the sermon.

A JUNKETING TRIP.-The committee appoint ed by-President Gibbons, of the school board, to investigate manual training schools in several etties, have left for New York, Wilmington, Dol., and other cities on a tour of investigation. The committee comprises Controllers Jennings. Roche, Barker, Francois, Shires, May and Su-

TO OPEN BRANCH STORE.—The Rexford company, manufacturing jewelets of Philadel-phia, who successfully conducted an extensive open a branch store in this city in a tew days under the management of George Bryne, of this city, who has been connected with one of the company's Philadelphia stores for the past two The new store will be located at 10?

NEW CASE OF SMALLPOX

Victim is William J. Morgans, of 1419 Swetland Street-Was Talking with Brace.

Another new case of small pox was reported to Dr. W. A. Paine yesterday. The victim is William J. Morgans, aged 30 years, of 1419 Swetland street, and it is the outcome of close contact with William J. Brace, in whose house George Lewis, the first victim of the disease, died.

Morgans is an intimate acquaint-ance of Brace, and says he was in con-versation with him the night Mrs. Brace died. Brace has not fallen a victim to the disease. Morgans was taken ill on Sunday morning, and the physician who was called had his suspicions aroused. He called another physician in consultation, and both agreed that the symptoms resembled

Yesterday a rash broke out on Morgans' body, and Dr. Paine was notified. and provounced it a clear case of small-pox. He immediately had the quarantined, and Patrolmen David Davis and William Matthews were assigned to guard the premises. That thereafter some of the insurance com-The members of the family are also quarantined in the house.

Morgans had been engaged in caring for Christopher Fiehler, of North Bromley avenue, during the latter's illness, which was a case of pneumonia, but had complained of being ill prior to the time he took to his bed. Fiehler is convalescing. Morgans had not been vaccinated, but his oldest daughter was a year ago. His wife and youngest daughter were ecinated yesterday.

The Morgans home is within a half block of No. 18 school, and in all likelihood Health Officer Allen will today

The quarantine on the Brace and Parry homes has not been raised, and will not likely be for some time to come.

KLOON AND HIS CHILDREN.

Imprisoned by Flames in the Second Story of Their Home.

A fire, with some very exciting features, occurred yesterday morning in the house occupied by John Kloon, of Robert avenue. The fire started in the basement from an overheated stove, and when the firemen arrived they found Kloon and his two children, ages 6 and 10, imprisoned on the second floor by the flames.

Kloon took them to one of the windows and dropped them into the arms of the firemen, who stood below to receive them. He escaped himself by climbing out on the front porch and dropping to the ground.

fiercely did the flames attack the building that, notwithstanding the efforts of the firemen, it was burned to the ground. The loss will be about

DIRECTORS WERE CHOSEN.

Annual Meeting of Carlucci Stone

Company Held Yesterday. At the annual meeting of the stockholders of the Carlucci Stone company, held yesterday afternoon, the following directors were elected; Conrad Schroeder, E. A. Clarke, Frank Phillips,

Frank Carlucci and Nicholas Carlucci. The directors organized by electing the following officers: President, Conrad Schroeder; secretary and treasurer, E. A. Clarke; general manager Frank Carlucci.

TEN DAYS

Change

From Coffee to POSTUM has done much for MANY.

It may do much for YOU.

WATER PLANT

DECISION OF JUDGE HALSEY IN CARBONDALE CASE.

Makes Permanent the Injunction Restraining the City from Issuing Construct a Plant Necessary to Supply the City of Carbondale with Water-Full Text of the Opinion Written by Judge Halsey with Reference to the Case.

Carbondale's fight for municipal water received a discouraging blow yesterday when Judge G. S. Halsey of Luzerne county filed an opinion making permanent an Injunction restraining the city from increasing its indebtedness \$145,000 for the purpose of securing a city water plant. The injunction was asked for by Earl M. Peck, Frank Hollenback, Eli E. Hendrick, Andrew Mitchell, A. P. Trautwein, the Delaware and Hudson company, taxpayers of the city of Carbondale for themselves and others who may join in the action, the Crystal Lake Water company, the Fall Brook and Newton Water company, the Lackawanna Valley Supply Water company and the Consolidated Water company. The defendants were the city of Carbondale and J. W. Klipatrick, mayor, and N. L. Moon, city clerk

of Carbondale. The injunction was asked for last summer and Judge Halsey was called here to hear the testimony and dispose of the matter. There were a number of hearings. Attorneys J. E. Burr, J. H. Torrey and Patterson & Wilcox appearing for the plaintiff. The defendants were represented by City Soliclitor Stuart, Judge Newcomb, C. Comegy: and H. C. Butler. The opinion covers thirty typewritten pages of legal cap and is as follows:

The disposition of this case is before the courupon bill, answer and replication, for the con-tinuance of a preliminary injunction heretofore granted by the court restraining the defendant o secure the same or any part thereof for the onstruction of water works in the city of Car-ondale and restraining the detendants from executing any contract for the construction of the proposed water works and passing any ordinance or doing any matter or thing in furtherance of their purpose to increase the indebtedness of said city to erect said water

The individual plaintiffs are residents, citi-

rens and taxpayers of the city of Carbonda'e in the county of Lackawanna. The Delaware and Hudson company is a corporation of the state of New York and under its franchises is allowed to hold lands and transact business in the state of Pennsylvania and under such uthority is the owner of real estate upon which t pays taxes in the city of Carbondale. The Crystal Lake Water company is a corporation created under a decree of the court of common pleas of Luzerne county on the 19th of extinguishing apparatus prior to 1867 was crude, inefficient and inadequate. The numerous fires happening within the period stated resulted in great loss to property holders and were so dis-astrous in results that it was difficult to obtain insurance against fires out of established in surance companies. In many cases policies were cancelled and when not cancelled, the premium for insurance against fires was at a rate that was almost prohibitive. Mr. Jadwin was in business during this time with his brother,

panies refused to issue any more policies. Some of the reliable companies and others wanted a very high rate of insurance, from five to seven per cent, and some higher. That be-cause of the conditions that prevailed with reference to fires, it became necessary to estab-Ish some method for protecting property in-terests from conflagration. That he in company with some other gentlemen interested as prop-erty holders consulted Mr. Mauville, of the Delaware and Hudson company, about the use of the reservoir at No. 1 hill. As a result of of the reservoir at No. 1 littl. As a result of this interview, a meeting was called for the pur-pose of organizing a company to supply water for fire purposes. A subscription paper was prepared and the business men upon Main street were asked to subscribe a sum sufficient to establish a water supply that would be ade-quate to protect the property interests against ilhood Health Officer Allen will today order the building to be closed.

Dr. Paine says there are no new developments in the cases previously reported from Priceburg and Throop. The quarantine on the Brace and Particles of the blocks and sometimes at the corners of the blocks. The organization laying its critical in the grant at the corners of the blocks. The organization laying its critical in the grant at the corners of the blocks. centre of the blocks. The organization having its origin in the subscription paper was subsequently incorporated by the Court of Common Pleas of Luzerne county on the 19th of August, 1807, with a capital stock of 85,000. The cempany was originally organized for the purposes of protection from fire, but subsequent thereto attachments were made to the plant for the supply of householders for domestic purposes, under the grant of incorporation which was to introduce into the city of Carbondale and a sufficient supply of pure water from any spring or streams of water in the city of Carbondale or in the neighborhood thereof to which the

or in the neighborhood thereof to which they shall acquire the right and for that purpose provide, erect and maintain all proper buildings, elaterus, reservoirs, pipes and conduits for the reception and conveyance of water to be introduced into the city of Carbondale and from time to time to renew and repair the same. The grant to the Crystal Lake Water company was to supply water to emaumers in the city of Carlsendale. This supply came from sources on the northeasterly side of the Lacka-wanna river which passes through the centre of the value in the course of the carlsendale. of the valley in which the city of Carbondale is situated. The city is largely built on the northeasterly side of the river. The location of the places of business and largely of the householders is upon the same side or was ar the time of the incorporation of the Crystal the time of the incorporation of the Crystal Lake Water company. However, the Crystal Lake company did to a vertain extent supply consumers with water upon the southwester's side of the river. The consumption of water by the customers of the Crystal Lake company largely increased between the slate of the incorporation and the time of the filling of the bill in this case. The sources of supply have been very largely increased and large sums of money have been expended in the enlargement of the plant of the company, in relaying pipe lines with larger conducts, the building of substantial and larger reservoirs so that the quantity of water of the Crystal Lake company is amply sufficient to supply the demands made upon them by the consumers.

upon them by the consu WATER COMPANY FORMED.

In 1891 a water company was organized by virtue of an application to the Governor of Pennsylvania under the act of 20th April, 1874, for the incorporation of a water company to be called the Fall Brook and Newton Water be called the Fall Brook and Newton Water company having for its purpose the introduc-ing, supplying and faculshing of water to the public of the city of Carbondale, county of Lackawama, state of Pennsylvania, and such persons, partnerships and associations residing therein and adjacent thereto as may desire the same. Used this amplication, there was a desame. Upon this application, there was a de-cree of incorporation by the approval of the governor on the 54th of November, 1801. This governor on the 34th of November, 1801. This company was organized and a plant constructed which obtained its water from a stream known as Fall brook. The consumption of water from the Fall Brook and Newton company was argely by that of consumers on the southwesterly side of the Lackavanna river. However, it did supply a limited number of consumers on the northeasterly side of the river. On the 1st of October, 1807, the governor, by approval, incorporated the Lackavanna Valley Water Supply company under the art of 26th April, 1874, and supplements, for the supply, storage or transportation of water power for commercial and manufacturing purposes in the

and Susquehanna. On the 28th of February, 1800, the governor of Pennsylvania, under the act of 29th April, 1874, and the several supplements the April, 1874, and the several supplementation on the dollar of valuation to the character, by approval, decreed an incorporation on the dollar of valuation to the valuation to the valuation to the valuation to the valuation to pay the supply company, having for its purpose the stortest on said bonds and provide a simb supply company, having for its purpose the stortest of the redomption thereof. The estimates of the redomption thereof.

structs, leases, etc., to the Consolidated Water apply company, its successors and assigns for the full term of fifty years from the 11th day the full term of fifty years from the 11th day of April, 1800, and covenanted to keep up the organization of the lessor company and fulfill its obligations under its corporate creation. On the 1st of October, 1807, by virtue of an agreement between the Fall Brook and Newton company and the Lackawanna Valley Water Supply company, the Fall Brook and Newton company leased all its property, buildings, pipe lines, etc., of one company to the other for the period of ninety-nine years at an annual rental and with a covenant to discharge the dules. and with a covenant to discharge the duties, contracts and obligations of the lessor company which it may have obligated itself to perform.

Crystal Lake Water Supply company's plant by the city engineer of the city of Carbondale and

The public use of the water in these buildings company and the Consolidated Water Supply was for closets, buse purposes and sprinkling.

These several fiems of use by the city of Carbondale of the water of these companies began in the payment by the city to the Crystal Lake and the city of Carbondale exclusive rights as inundred and sixty dollars; to the Fall Brook and Newton Water Supply company on July 17, 1805, of three bundred and eighty-seven dolfars and fitty cents. In addition to the par-ticular payment for water used, the city also (a) Is the Consolidated Water Supply company a paid for appliances and fees governing their person created under the law that would have use of the water from these respective companies, the power to supply the city of Carbondule After the transfer by lease of the Crystal Lake with water? (b) Is the indebtedness creater plant and the Fall Brook and Newton plant, by the ordinance for the establishment of the city continued its relations with these water supply company in violation of Section water companies by payment of the rents and Article IX of the constitution of Pennsylvani. the incidental charges accompanying the use of the water by the city. Upon June 19, 18:0, the city councils by resolution directed that the city solicitor be authorized to draw a contract between the city of Carbondale and the Consolidated Water company for the fur-nishing of water for the said city by the said company for the year ending April t, 1900, at the same rate that is now paid by the city; and the proper officers were directed to execute

the said contract on the part of the city.

CITY MADE PROVISIONS. It further appears that upon March 17, 1990, that the city of Carbondale by an ordinance then approved, made provision for the creation and erection of a municipal water plant to sup ply the citizens with water which would to a large extent duplicate the plants of the Crysta Lake Water Supply company and the Fall Brook and Newton Water Supply company. By virtue of this ordinance, there was submitted to the electors of the city of Carbondale, on Nov. 6, 1900, the question of the increase of the indebtedness of the city to the amount of one hundred and forty-five thousand dollars for the purpose of erecting a municipal water plant. As a result of the election thus held, there were 1670 votes east in favor of such increase and 328 votes were east against it. On June 22, 1901, the city authorized the issuing of bonds to the amount of one hundred and forty-five (Continued on Page 8.) Lake Water Supply company and the Fall Brook

districts composed of the counties of backawanna thousand dollars and the increase of the indebt and Susquehanna. On the 28th of February, 1806, educes of the city by a like sum and the con struction of a municipal water plant and the levying of a tax for the year 1901 of two mills on the dollar of valuation to be followed by or transportation of water and water power for commercial and manufacturing purposes for the districts composed of the countles of Lacka-based upon a report of the city engineer, dated wanna and Susquebanna. On the 11th of April. June 17, 1901. In this report the city engineer makes an estimate of the cost of construction fue of an agreement of that date with the of a reservoir built upon the Ransom tract in Consolidated Water Supply company, leared and which in says: "My estimate based upon a reservoir built on the Ransom tract located pany, all its water works, dams, reservoirs, southeast of Carbondale and to contain a storage pumps, pipes, gates, real estate, right of way, contracts, leaves, etc., to the Consolidated Water gallons of water, which in my judgment from gallons of water, which in my judgment from personal observation and actual taken of the flow of water last spring, can be obtained. Had this proposed reservoir been built last fall it would have filled with water by the first of January and with the rains which we have had this spring wou have filled the reservoir two or three times over. The Ransom tract is within the water basin the Jermyn Water company which gets its supp from Aylesworth creek. The Jermyn Water con-pany was incorporated under articles of incoperation, approved by the governor on June 1884, under the provisions of the act of April 29, 1874, and its supplements. The purpose of its incorporation was to supply water to the public of the borough of Jermyn, Lackawanna county, Pennsylvania. At the time that the bill

which it may have obligated itself to perform.

On the 11th of April, 1809, by an agreement between the Lackawanna Valley Water Supply company and the Concolidated Water Supply company, the Lackawanna Valley Water Supply company plant which required on a water go may company the Lackawanna Valley Water Supply company plant which required on a water go may company the Lackawanna Valley Water Supply company plant which required on an average one million gallons of water per diem.

WHAT DEFENDANTS ALLEGE.

WHAT DEFENDANTS ALLEGE.

The defendants allege that the Crystal Lake Water Supply company, their lessees, the Lackawanna valley water Supply company, their lessees, the Lackawanna valley water Supply company, their lessees, the Lackawanna valley water Supply company and the Consolidated Water Supply company and the time that the bill was filed in this case was paying to the Consolidated Water Supply company and the consultants and water consumers within the link of the bill was filed in this case was paying to the consolidated Water Supply company and the consolidated Water Supply company and also for public buildings, city and municipal buildings and drinking fountains and seven or eight school house, the Mitchell house and drinking fountains and seven or eight school discharging twice in twenty-four hours, one lumined and fifty callens of water to flush six, one lumined and fifty callens of water to flush six, or the several respective companies and when supplying persons with water, imposed discharging twice in twenty-four hours, one lamined and fifty callens of water to flush six, or the several respective companies and when supplying persons with water, imposed the water of the water of the server of the course o The defendants allege that the Crystal Lake the McHugh heirs, but as she and their discharging twice in twenty-four hours, one upon them onerous burdens condition to such hundred and fifty gallons of water to flush six-supply. That the rupply of water was not a inch sever pipes. There were fifteen of these supply of pure water, and that under the cortanks. These tanks were connected with the porate grant to the Consolidated Water Supply company it had no such legal existence as to authorize it to supply water at all to consumer were in use upwards of nine years prior to within the municipal boundaries of the city of 1890. The Full Brook and Newton company up Carbondale. This general statement of the conto the time of the filing of the bill in this tention between these respective litigants, the case had seventeen fire hydrants attached to a orators and the defendants, imposes upon us to part of their water plant which were used by the city of Carbondale for fire purposes. It also supplied school houses and school buildings, company, the Fall Brook Water Supply also supplied school houses and school buildings, company, the Lackawanna Valley Water Supply ompany on July 2, 1868, of the sum of five against the city of Carbondale for supplying pal legislature legally ordained, authority for ti

water supply company in violation of Section 8 Article IX of the constitution of Pennsylvania that the debt of any county, city, borough, town ship, school district or other municipality of incorporated district except as herein provided stall never exceed seven per centum upon the assessed valuation of the taxable property there in; nor shall any such municipality or district incur any new debt or increase its indebtednes to an amount exceeding two per centum upor such assessed valuation of property without the assent of the electors thereof at public in such manner as shall be provided by law and the act of assembly, approved the 20th of April, A. D. 1874, P. L. 65, entitled, "Au act to regulate the manner of increasing the in debtedness of municipalities, to provide for the redemption of the same and to impose penalties

or the illegal increase thereof." FINDINGS OF FACT.

First-The city of Carbondale was in

French

Five

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A practical knowledge, sufficient to communicate, carry on a conversation, and read and enjoy many

charming stories, and with subsequent study WITH-

OUT AN INSTRUCTOR to read and appreciate the

exquisite beauties of French literature, A rare edu-

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No preparation of lessons. Learning of a language

made a pleasure and a pastime. Instruction and en-

tertainment combined. Following is from a letter

from the last Scranton class. "You have kept all

promises; and now at the end of five weeks we find

ourselves possessed of such a practical knowledge of

French as to enable us to converse quite freely on or-

(University Paris) late instructor Columbia University,

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Lectures

Enlivened by a remarkable series of novel and striking

illustrations, Wednesday and Thursday, afternoon at 4

or evening at 8 (January 29-30) at St. Luke's Hall,

Wyoming avenue, below Linden street.

Interesting demonstration by Prof. J. S. Salter

dinary subjects of conversation."

New York. Four

HER VERSION

PLAINTIFF WINS IN THE LOF-TUS-HAND CASE.

Jury Returns a Verdict in Favor of Mr. Loftus and Agains, Mrs. Hand for \$110.45-McGovern and Taylor Damage Cases Still on Trial-Keg Fund, on Being Sued for Benefits, Declares the Plaintiff Practiced Imposition - Another Nomination Contest-Exceptions Overruled.

A verdict for the plaintiff in the sun of \$100, with \$10.45 interest, was returned yesterday afternoon in the case of H. W. Loftus against Mrs. Bridget

The meeting was arranged and an agreement reached. This agreement was that Mrs. Hand would sell her interest for \$20,000. Later she repudiated the agreement, demanding \$25,000. The McHugh heirs would not consent to this figure, and no sale was effected.

Mr. Loftus demanded pay for bringing about the meeting, but Mrs. Hand refused to give him anything, alleging that the understanding was he should be paid only in case a sale was effected. The jury decided in Mr. Loftus' favor, but allowed him only the amount she first offered to give him.

The case of Owen McGovern against the Lackawanna Iron and Steel company was on all of yesterday before Judge Newcomb in No. 2, and is likely to occupy today and tomorrow also. Much of the day was taken up with arguments on the admissability of evi-

Before Judge Lynch, in court room No. 3, the case of Elien Taylor against the City of Scranton is still on trial. In the case of F. G. Rarrick against Dr. W. D. Donne, a verdict for the plaintiff in the sum of \$26,20 was entered by agreement. It was a suit or a bill of goods.

Judge Kelly, in the main court room s trying the case of Owen Flynn against the Ontario Accidental Fund The plaintiff is a miner, employed at the Ontario colliery at Winton, and in 1898 was a member of the "keg" fund connected with the mine. He reported himself injured on the shoulder by a fall of roof and for four months drew disability benefits from the fund. The fifth month, when he applied for his benefits, he was refused. He did not return to work until forty-seven days after the benefits were stopped. His claim is for the regular allowance of \$1

a day for the forty-seven days.

The defense is that Flynn was never entitled to any benefits. Under the rules of the fund, a member can only draw in the mine. After Flynn had been re- Howell, ceiving benefits for four months, it was learned by the officers of the fund that he had not been injured in the mine, but instead had sustained his injured shoulder by falling down a flight of stairs at the home of his sister in Dun-

L. P. Wedeman represents the plaintiff, and James J. O'Malley, the defense, Michael Morrow, president of the fund John J. Donnelly, its recording secretary, and John Tidley, its financial secretary, sit at the defendant's table. The case of the Pennsylvania Central Brewing company against Julia Gilli-gan was continued by agreement.

Exceptions Are Overruled.

Judge Edwards yesterday handed down an opinion in the case of Elizabeth Kraft against Charles Neuffer and Minnie Meyer, dismissing the excep-tions filed by the plaintiff to his former opinion, in which it was decided that the defendant, Mrs. Meyer, is entitled to share in the property of the parents of her deceased husband, of whom the plaintiff is a sister.

The plaintiff sought to prevent her sister-in-law from sharing in the estate by showing that the deed of trust given by the parents to Mr. Neuffer, under which Mrs. Meyer claimed an interest in the property, had been revoked and that a will was afterwards made bequeathing the whole property to Mrs. Kraft, to the exclusion of her

dead brother's wife. Judge Edwards ruled that the trust was irrevocable and the will, in consequence, null and void. One of the grounds on which he made this ruling was that the parents had acquiesced in the trust for a long period of years. The plaintiff wanted the case reopened to permit of the introduction of testimony to show that two attorneys had been consulted by the parents with a view of having the trust revoked, and that they were told it was irrevocable. This testimony would combat the alleged long-continued acquiescence in the deed of trust. Judge Edwards, in his opinion of yesterday, said that this, even if shown, would not affect his for-

Counter Objections Filed.

Objections to the certificates of nomination of M. J. Coyne, for select council; Michael Connelly, for common council; Thomas Griffiths, for constable, and Joseph Murphy, for assessor of the Twentieth ward, were filed yesterday by Attorneys M. J. Donahoe and Charles E. Olver, representing Mark P. Cahalin, candidate for select council against Mr. Coyne.

Cabalin and Coyne were rival candidates for the Democratic nomination, and Cahalin won. Then Coyne sought and secured the independent nomination and an endorsement by the Re-publicans. Cahalin also got what purported to be the Republican nomination. Coyne last week began a contest of Cahalin's Republican nomination. and Cahalin now brings a counter-con-The matter will be heard tomorrow.

as will also the Thirteenth ward and Old Forge contests.

Hearing in Howell Case.

Judge A. A. Vosburg will today conduct a hearing on the motion of Mrs. Jennie Dean to compel her brother, Franklin Howell, to render an account of his management of her estate. Lay- with lightning-like rapidity.

NOT ACCEPTED & REMNANT SALE

Odd Pieces, Parts of Sets-an opportunity to buy possibly just what you want for half of its real value. Odds and Ends will accumulate, and if we did not cut the price deep enough to make them go in a short time we would have a store full of Remnants. If you find what you want you get a bargain,

50c Will Buy A Large Wedgewood Jardiniere, 12-Inch Cake Plate, lace edge and pretty pink flower decorations: Cut Glass Oil or Vinegar Bottle, Bonn Bowls, Decanters Water Bottles, Dinner Sets, Odd Parts of Dinner Sets, Lamps.

China Hall.

Geo. V. Millar & Co. 134 Wyoming Avenue, Walk 11 all Look Around,

FURNITURE REPAIRED

Have you in your attic a favorite chair with the upholstering in bad shape, an arm or a rocker broken, or perhaps having the springs out of order, waiting an indefinite sometime to be repaired? Let us nend it, repolish it, put a new cover on it and send it back to you as

Scranton Bedding

Both 'Phones

CLOSING OUT SALE

Wonderful Shoe Bargains



Are You a Lover Of the Beautiful?

Do you wish to have pretty rings? We will be pleased to show you Solitaire Diamond Rings, Diamond and Emerald Rings, Dia-mond and Ruby Rings, Diamond and Opal Rings, Diamond and Sapphire Rings, Dia

Lackawanna and Adams Avenues.

E. Schimpff, E. Schimpff,

A Difference There is as much difference in

Diamonds as there is in human faces, and not infrequently as you wish to buy a diamond come You can rely upon our

317 Lackawanna ave.

ton M. Schoch will appear for Mrs. accident benefits for an injury received Dean, and O'Brien & Martin for Mr.

Mar	riage	Licen	ses.
Lewis Landsledel	******		Ranso
Emma Mans	******		
Gelbert II, Thoms		1918	Lafayette stre
Catherine Howell	******	122	Carfield avent
Charles Sezsekeas			
Gertrude Grandru			
John D. Kiser			
Mrs. Maggie Brow	n		Scrante

A PLAN THAT FAILED.

Unsuccessful Attempt to Increase Salaries Made by Members of Estimates Committee.

What appeared on its face to be leep-dyed plot to raise salaries right and left, was nipped in the bud last night by the sudden adjournment of the joint estimates committee. The committee started out nice and

smoothly after the meeting had been called to order, the changes which had been made by the sub-committee being all adopted. The first change of any importance that was made was the in-sertion of a new item of \$2,774 for thirty-eight electric lights at \$73, that number being provided for in ordinances which have been passed or which are pending.

Joseph F. Evans moved that an item of \$900 for the salary of an official to be known as the "second assistant city clerk and clerk of the common council," be inserted in place of the item of question, is now seeking information \$600 for the salary of the clerk of the regarding the water systems of other cities of about the same size as Scrancommon council, stricken out at the previous meeting of the committee. It was ruled that no such office ex-

isted and that a salary for it could not the mayors of such cities: be provided. Mr. Evans then moved to reconsider the former action in strik- To the Honorable, the Mayor of the City ing out the item of \$600. Mr. Clemons contested his right to move to reconsider, whereat Mr. Evans declared that inasmuch as there was no quorum present at the previous meeting, everything done was illegal, and that a motion to reconsider was not necessary. Chairman Wagner allowed the motion to reconsider, which was adopted, the item of \$600 being then re-inserted by the following vote:

Yeas—Select Councilmen Shea and O'Malley and Common Councilmen J. F. Evans, Mc-Greevey, Phillips, Coleman, Connelly—7. Nays—Select Councilmen Clemons, Vaughan, Oliver, Sebroeder, Merriman and Common Coun-

Mr. Connelly sprung the first of the eries of salary raises, which it is understood were ready to be sprung by moving that the salary of the chief cierk of the department of public works be raised from \$780 to \$1,000. Mr. Evans Auction Sale of Frames. Pictures championed the motion and pleaded for just and equitable distribution of

Mr. Vaughan was apparently aware hat an effort to raise salaries would be made, and stated that he had spent the afternoon in looking over the approprition ordinance for the year 1900-61 and omparing it with the estimates for the oming year. He had found, he said, that there was an increase of \$17,690 in the matter of salaries in two years and thought that councils had gone quite

ar enough along this line. The motion to increase the salary was lost by a tie vote, and before Mr. Evans | By Exclusive Wire from The Associated Press. could recover from his surprise a motion to adjourn had been passed

Spring Style Hats **Now Ready**



412 Spruce St. THE WATER QUESTION.

Recorder Seeking Information from

Mayors of Cities. Recorder Connell, having obtained rom the leading citizens of this city their individual views on the water

ton. With this end in view, he is sending out the following circular letter to Dear Sir: I am making some inquiries among certain cities of the United States relative to

public water works, and will be greatly obliged to you if you will kitally refer to the proper city official the few annexed questions beating on this matter, with your request that such in-cornation be fornished us as you have at hime.

Very respectfully yours, Chy Resorder. Does your city own and operate its own water When was your munneipal plant installed and

that was its cost? How many miles of pipes have you Is your plant a pemping or gravity installa-

What rate is charged to private customers? What rate is charged to public or manufactur-What are your approximate gross receipts? What are your total operating expenses, in-hiding the interest charges on your investment

Etc., at the Cut Rate Art Shop, 309

Lackawanna Avenue. For four days only, commencing Wednesday, January 29 Everything must go as we are obliged to vacate the store Saturday evening.

Hanley's "Boston" Brown Bread. A delightful bread change. At 420 Spruce street.

Pebruary 1. Sales from 10.30 to 5 p. 16

General Lavelle Dead.

Buenos Ayres, Argentine Republic, Jan. 28. -General Levalle, the former minister of war,