

THE MODERN HARDWARE STORE.

DO YOU NEED

a strong and perfectly reliable ash or garbage can. If so, ask for the WITT CORRUGATED ASH CAN. Strong in every part fitted with absolutely tight covers.

Foot & Shear Co.
119 N. Washington Ave.

Spring Styles in Children's Coats

newest models in Broadcloth, Cheviot and silk. The popular GIBSON DRESS in wash material, also in serge and t. velvet. HATS for between school and midwinter. The newest thing for little men and women. "Dolls" Kid Gloves, all colors.

THE BABY BAZAAR
118 Washington Avenue.

I. F. Megargel & Co.

Have removed from room 212 to 206 and 207 Connell Building, at 118 Washington Ave. If an investor, you will find a full line of high grade Stocks and Bonds on sale. If you have not what you want, will find it for you if it can be had. Will also find you a buyer if you wish to sell, always at the market price.

I. F. Megargel & Co.
Rooms 206 and 207
Connell Building.

We Will Gladly

receive and promptly investigate applications for loans.

THE PEOPLE'S BANK

UNION LABEL

PERSONAL.

E. M. Teakobsky, of Buffalo, N. Y., was in the city yesterday.

Miss Mabel Bloomer, of Tazewell, is confined to her room with the grip.

Teacher Moore, of State College, is visiting at his home on North Hyde Park avenue.

Miss Heath, of the Scranton High school faculty, will spend Easter Sunday in Boston.

Mrs. James Conroy, of Brooklyn, N. Y., is the guest of Mrs. C. J. Auer, of Oxford street.

Contractor J. D. Reiser is on a business trip to New York today and will return tonight.

S. H. Shafter, of Newton, N. J., is visiting his brother, H. C. Shafter, of the Scranton Savings bank.

Charles Zedler built yesterday with the Lackawanna store association, is now with Richards & Wirth.

D. W. Burr has returned from Arizona where he went to look at mining properties in which he is interested.

Miss Katie Fahy, of Jefferson avenue, is home from Nazareth Academy, Rochester, to spend the Easter holidays.

Mrs. F. D. Brewster and daughter, Clara, leave this morning for Washington, D. C., to spend the Easter vacation.

Miss Ann Thomas, of Academy street, and Jennie Davis, of Washington street, are home from Easter from Wilson college.

Nelson Atherton, of the University of Pennsylvania dental department, is visiting his parents, Mr. and Mrs. Ralph Atherton.

Andrew Spencer, Jr., of Lafayette college, is spending his Easter vacation at the home of his parents, Mr. and Mrs. A. L. Spencer, of Washington avenue.

Mrs. H. Stanton, of March Chalk, Mrs. A. P. Fargo, of Waterloo, Conn., and Mrs. E. K. Young, of Englewood, N. J., are guests of Mrs. George Geary, of Capone avenue.

A FINISHED MUSICIAN.

Mrs. Arthur Long Proves Herself an Accomplished Pianist.

Mrs. Arthur Long, one of Professor Hayden Evans' most brilliant and finished pupils, gave a piano-forte recital last night in Guernsey hall, assisted by Mrs. L. H. Brundage, soprano, and Arthur Morgan, basso.

Mrs. Long has great technical skill and plays with an ease and facility of execution which is the result of long practice. She possesses, too, in no ordinary degree that power of expression without which piano playing becomes mere finger gymnastics and the piano player a mere musical mechanic. Mendelssohn's exquisite "Songs Without Words" were played with sympathetic tenderness, and as an interpreter of some of Chopin's fragmentary fantasies she revealed her technique at its best.

Mrs. Brundage, whose beautiful soprano voice is heard all too seldom in concert, sang Carver's "Better Land," and was also heard in a duet, "Angel Voices," with Mr. Roberts. The latter sang Hilbert's "I Love You," with characteristic robustness and power.

The Old Clock on the Stairs

is president, its movements are made, its case is of iron, its patient work along the lines of C. U. S. SERVATORY instruction means progress and ultimate success. Come to our office and judge for yourself.

J. Alfred Pennington, Director.

Hard Workers Learn Rapidly.

Joseph D. English, who has spent just four months in the shorthand department of the Scranton Business College, has secured an excellent position in the office of the Peck Lumber company, at Peckville.

Easter Gifts.

Easter flowers give depth and soul to the occasion. A beautiful selection at my store. Clark, florist.

Miss McLean, 222 Adams avenue, is today having an exhibit of the newest effects in floral hair ornaments for evening wear.

John Harper 5c Cigar.
Seven for 25c. Courson, agent.

Easter Remembrance.

A fine blooming plant is the best. Clark, florist.

CONCERT FOR THE HOME.

What Critics Say About the Great Artists Who Will Appear.

The greatest violinist at present in America, and the peer of any in all Europe is Fritz Kreisler, who will play at the Home for the Friendless benefit, Thursday evening, April 3. People in Boston and New York city are enraptured upon his every appearance. So sublime is his playing and so magnetic his personality that he yields a powerful influence over his audience. Words can not picture the scene at his recital in Carnegie hall. Mr. Krebelle, the musical critic of the New York Tribune, says that Kreisler's playing of the Bach G string aria is like the tone of four French horns.

His tone is always brilliantly large and mellow, and his intonation is impeccable. He stands a master exponent of his art, and produces upon his audience an impression that evokes spontaneous outbursts of instant applause. Kreisler plays at the Metropolitan opera house Sunday evening, March 30, and comes to the Home for the Friendless at the new armory, April 3, fresh from his New York and Boston triumphs.

In this week's Musical Courier, Madame Blauvelt is designated as one of America's most versatile singers, singing equally well German, French, Italian and English. Mr. Ben Davies, a successor to the great Sims Reeves, is the true exponent of unadorned tone production and the legitimate art of vocal styling, always in tone and always in good voice. The official programme will appear next Saturday in all the papers. A great demand for tickets is already on, and an immense audience is assured.

SEMI-ANNUAL MEETING.

Convention of Women's Foreign Missionary Societies of Wyoming District Held Yesterday.

Upwards of 100 delegates, representing Methodist Episcopal Women's Foreign Missionary societies from all parts of the Wyoming district, gathered in the lecture room of the Elm Park church yesterday in semi-annual convention and enjoyed two most profitable sessions.

The morning session was opened with devotional services, conducted by Mrs. W. G. Simpson, and following this Mrs. B. Downing welcomed the delegates on behalf of the missionary society of the Elm Park church. Mrs. Metcalf, of Wilkes-Barre, the retiring recording secretary, presented a resume of work done at the last convention, and Mrs. G. K. Powell, of Wilkes-Barre, corresponding secretary, presented an account for the receipts and disbursements for the last six months.

The most important feature of the morning programme was a symposium on the subject, "How the Woman's Foreign Missionary Society Helps the Church." Mrs. J. W. Henry, wife of Professor Henry, of Wyoming Seminary, showed how it helped the church intellectually by bringing it into sympathy with the outside world, and by bringing lecturers from foreign fields so that the individual members of the church can be brought face to face with conditions existing in foreign lands.

Mrs. H. Whitman, of Wilkes-Barre, told how the society helps the church financially, and Mrs. C. R. Acker, of this city, pointed out how it is a great factor in the social life of every church. Mrs. S. C. Murdoch, of Kingston, explained how the society helps the church spiritually by increasing the gratitude and love of its members, and developing a deeper and more abiding faith. Mrs. George P. Lindsay read a brief paper on "Our Work in Italy," and this closed the regular morning programme.

Between the hours of 12 m. and 12:30 p. m. prayer was offered for the success of foreign missionary work and the guidance of the workers in the foreign field. Mrs. G. K. Powell led the prayer service. A dainty luncheon was served in the study-school room of the church, and at 2 o'clock the afternoon service was begun with devotional services, conducted by Rev. C. B. Henry, of Taylor. Mrs. Thompson, the contra- alto soloist, of Elm Park church, sang "The Light of the World" in a superb manner.

Miss Sadie Peck, of this city, read an interesting paper on "Uniform Readings," in which she urged the necessity of all members of foreign missionary societies reading "The Friend," the official organ of the society, so that all may be kept in touch with the same line of thought. Mrs. H. C. B. Henry, of Taylor, read a paper dealing with the life of Isabella Thoburn, a celebratory missionary worker in India. The paper had been prepared by Miss Corolla Stark, who was unable to be present. A letter written by Miss Lingle, one of Miss Thoburn's converts, was read by Miss Nellie Dunn, of Wilkes-Barre.

Brief papers dealing with missionary success in Korea, China, India and Japan were read by Mrs. W. T. James, of Wilkes-Barre; Mrs. R. W. Pascoe, of Avoca; Mrs. J. S. Miller, of Scranton; and Mrs. D. S. Emory, of West Pittston, respectively. Mrs. G. Wilcox spoke on "What We Owe Our Missionaries."

The election of officers to fill vacancies resulted as follows: President, Mrs. H. M. Pascoe, of Avoca; Vice-president, Miss Sadie Peck, of Scranton; recording secretary, Miss Sarah Price, of Taylor; treasurer, Mrs. Atherton. It was decided to hold the next meeting in the Simpson Methodist Episcopal church in West Scranton.

Just before adjournment resolutions were adopted expressing the gratitude of the delegates for their reception and hospitable treatment.

WANT TO BE POLICEMEN

Upwards of Fifty Applications for the Ten Places Soon to Be Created—Some Applicants.

The new patrolmen are provided for by the appropriation ordinance now pending in council, and, as might be expected, there are applications for the places almost without number. Director of Public Safety Warnier would not be interested in many of the applicants there are, but it is known that there are upwards of fifty on file in his office.

Among those who have applications in and who are using every effort to secure appointments are the following: Fred Leach and Former Patrolman Thomas Watkins, of the First ward; John J. McAndrew and I. B. Hanley, of the Second ward; Edward B. Evans, of the Fourth ward; Patrick Lynn and John Jones, of the Fifth ward; Former Patrolman John Feuster, of the Ninth ward; George Kleb and William Kline, of the Eleventh ward; Former Patrolman James Coleman, of the Twelfth ward; John Duffy and John McDonald, of the Fourteenth ward; Arthur Wilcox and Thomas Dwyer, of the Fifteenth ward; Thomas Nolan, of the Eighteenth ward; P. J. Hopkins and John Manley, of the Nineteenth ward, and William Morgan, of the Twentieth ward.

The men who are appointed to the ten places which will be created are to be subjected to an examination, the exact form of which is to be decided upon at a conference soon to be held between Director Warnier and Recorder E. W. Archbold. His liabilities amount to the exceedingly large sum of \$94,100, and his sole assets is \$100 worth of exempt personal property.

Of the \$94,100 mentioned as debts, there is \$19,100 in unsecured claims, while \$75,000 is mainly due on notes endorsed by Mr. Archbold. These consist largely of notes of the Masonic Hotel company, which conducted a hotel in Chicago during the World's Fair. The case has been referred to Louis M. Hall, of Towanda.

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GAS FRANCHISE IS DEFEATED

MAYOR'S VETO IS UNANIMOUSLY SUSTAINED.

Mr. Keller Introduces a Resolution Calling Upon the Recorder to Investigate Rumors of Bribery in Connection with the Passage of the Ordinance Through Council—Select Council's Action on the Matter Deferred by a Ruling of Chairman Chittenden.

The anticipated veto of the gas franchise ordinance was transmitted to common council last night and sustained by an unanimous vote. The message of the recorder set forth that he vetoed the ordinance because of a technical error in printing.

That the recorder may possibly have been moved to discover the technical error by something more than the ordinary care observed in considering a measure submitted for his approval, was indicated by the presentation of a resolution by Mr. Keller calling upon the recorder to investigate rumors of bribery in connection with the passage of the gas franchise ordinance.

The recorder's veto message reads as follows:

To the Honorable the Select and Common Councils, City of Scranton, Pa. (Gentlemen): I herewith return without my approval the ordinance No. 24, an ordinance "Permitting the Consumers' Gas Company, its successors or assigns to erect and maintain gas works, to lay pipes in the streets, avenues, courts, alleys, walks and public places in the city of Scranton for the distribution of gas."

The ordinance as it comes to me, apparently passed common council January 9, 1902, finally amended and passed on January 14, 1902, and was regularly signed by the clerk and chairman of that branch. The ordinance then went over to the select council for consideration and is amended on February 6 and 27, 1902.

On reading this ordinance with one which passed common council, I find them identical, and no evidence of any amendment as indicated in the caption.

It is very necessary with important legislation, such as this, that the strict letter of the law relative to its formation and passage should be complied with. I am,

Very respectfully yours,
W. L. Connell, City Recorder.

VETO SUSTAINED.

There were 29 councilmen present when the veto was considered, and not a single vote was heard in favor of passing the measure over the recorder's head. There was also a total lack of discussion or comment.

When the ordinance met its death there was no one present who is known to be interested in the ordinance, and the company, just who its present members are is not very generally known. Casey Brothers were among its principal backers at its inception, but they withdrew from the company before it put its ordinance before council, and the stock they had owned and contributed among a number of small purchasers. It has not as yet been made public who these successors are.

Mr. Keller's resolution was as follows:

Whereas, It is currently rumored, and has been stated in the public press, that bribery was resorted to in securing the passage of file of common council No. 24, an ordinance granting a franchise for supplying gas to the residents of Scranton, and

Whereas, Such statements reflect upon the integrity of all members of council, therefore, be it

Resolved, By the common council, select council concurring, that the recorder be and he be requested to fully investigate this matter and take such action as the result of his investigation shall warrant.

The resolution was sent over to select council for concurrence, but Chairman Chittenden, who is a stekler for parliamentary regularity, refused to permit its consideration because of that section of the "ripper" bill which provides that no ordinance or resolution shall be passed on the day of its introduction.

The resolution was adopted without dissent or discussion and sent over to select council for concurrence.

APPROVAL REFUSED.

The recorder also returned without his approval the ordinance providing for a sewer basin at the corner of Beebe and Adams streets, and for the reason that it was not accompanied by a certificate of the existence of the fund from which it presumes to take the money with which to make the improvement. The vote to sustain the veto was unanimous.

The ordinance providing for the issuing of \$285,000 of city improvement bonds came over from select council with an amendment directing that the funds received from the sale of the bonds should be placed in interest in banks in the name of the city until such time as it is expended. The amendment was concurred in.

The amendments made to the appropriation ordinance were not concurred in and they went to a conference committee. The amendments are as follows: Strike out \$125 for water rent, \$800 for the Keyser Valley horse company and \$600 for clerk of common council, and add \$1,100 for salary of an assistant city engineer.

The select council ordinance providing for fenders and wheel guards on street cars was referred to the railway committee with instructions to report forthwith. It was reported favorably and passed two readings. Similar action was taken in relation to the ordinance transferring money to pay the state tax on loans, and providing for the distribution of city advertising.

FOR IMPROVEMENTS.

Concurrence was given the resolution providing for plans for a stone arch culvert on Elm street, between Prospect and South Webster avenues; directing the director of public works to take possession of the portion of Mattee street occupied by the Lackawanna

STURGES AGAIN IS THE WINNER

SUPREME COURT DECIDES IN HIS FAVOR.

In the North Washington Avenue Paving Case, in which the City Sued Mr. Sturges for a Balance of His Paving Assessment, the Supreme Court Affirms the Action of Judge Carpenter in Ruling that the Assessment Was Uncollectable—Form of Action Irregular.

The opinion of the Supreme court in the case of the City of Scranton against E. B. Sturges, was received here yesterday, and is printed below in full.

Mr. Sturges refused to pay a part of his assessment for the paving of North Washington avenue, because the pavement was not kept in proper repair for five years, as per contract. When the five years was about to expire, he and other property holders secured a contract on the city authorities that the pavement was in bad condition, and that the company's bond should not be released until it had part of the pavement in good shape. The notice was ignored, and Mr. Sturges thereupon refused to pay any other assessments.

The city brought suit in assumpsit to recover the balance owing and the case was tried before Judge J. W. Carpenter. Mr. Sturges' attorneys, Welles & Torrey and James Gardner Sanderson, asked for a verdict on the ground that form of action was irregular, and that the contract was illegal in that it included repair work for which the property holder can not be compelled to pay.

Collector George M. Watson and Cornelius Comgys, representing the city, contended that assumpsit was the proper form of action and that the clause relating to repairs for five years was not in fact a provision for repairs, but simply a guaranty that the work would be performed in a manner that would make repairs unnecessary for five years.

JUDGE CARPENTER'S RULING.

Judge Carpenter disposed of the case on the second point, ruling that the expense of the repairs was unquestionably taken into account when the contractor was making his bid, and consequently the clause relating to repairs was included in the assessment against the property owner. As there was no way of separating the cost of the paving and the cost of repairs, the whole assessment, Judge Carpenter decided, was illegal and uncollectable.

In finding that the property holder can be assessed only for the original cost of paving, and that all repair work must be paid for by the city at large, Judge Carpenter stated that he followed the decision of the Archbold in the case of Williamsport against Hughes.

The Supreme court, besides affirming Judge Carpenter's finding, declares that the form of action was irregular. The opinion reads as follows:

Per curiam.

In 1890, the proper proceedings the city of Scranton determined to pave Washington avenue with sheet asphalt, and thereupon made a contract with the Trinidad Asphalt company to do so. The contract provided that the contractor should include all breaking of pavement for gas, water and sewer pipes, as well as the ordinary wear and tear so far as the city is concerned for a period of five years.

Before the expiration of five years, the pavement, apparently being of poor quality, became broken and, in places, impassable. The defendant was a lot owner fronting the street between the new pavement and the Archbold in the case of Williamsport against Hughes.

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