

ORDERS FOR TRIAL

Judge Bellinger Decides Against Birdie McCarty.

\$22,500 VERDICT SET ASIDE

Jury Acted as if "Under Influence of Passion or Prejudice"—Award of Damages Denounced as "Grossly Excessive."

Miss Birdie McCarty must make another attempt to recover damages from James Heryford, stock raiser and banker, of Lake County. The verdict of the jury for \$22,500 in her favor rendered about two months ago was set aside yesterday by Judge Bellinger, who, in summing up the case, said:

"My conclusion is that this verdict is so grossly excessive as to imply that the jury acted under the influence of passion or prejudice and that it should be set aside. The motion to set aside the verdict and for a new trial is allowed."

Miss McCarty is a schoolteacher by profession, and her home is in Wayne, Mich. She taught in a country school in Lake County and there met Heryford, a widower, with several children, who was one of the directors of the school district. The result of their acquaintance was an engagement to marry, entered into on December 26, 1926. Miss McCarty, in her complaint, asking for \$22,500 damages, charged Heryford with having accomplished her ruin, and then cruelly refusing to keep his word to make her his wife, humiliating her in the eyes of her relatives and friends whom she informed of her future prospects in life. She alleged that Heryford is worth \$200,000, and consequently would not pay the sum of damages demanded.

Heryford entered a general denial, and also said that he offered to wed Miss McCarty if she would consent to Reno, Nev., after she had been through her divorce. He contended that it was her fault that the match was not consummated in due legal form. He denied that his fortune amounted to more than \$70,000, with an indebtedness of \$30,000.

Judge Bellinger, in his decision, reviews the case in an interesting manner as follows:

"The jury found for the plaintiff and assessed her damages in the sum of \$22,500. Because of errors which she claims were committed by the court during the trial, and upon the ground that the damages assessed are excessive, and appear to have been assessed under the influence of passion or prejudice."

"Plaintiff was at the time of her engagement to the defendant 30 years of age, and a school teacher by occupation. She seems to have taught school frequently not far from the neighborhood where she lived, and during one summer in Indiana, and at different periods of her life she had worked in or had charge of, three or four different post-offices. The defendant was 40 years of age, and was reputed to be a well-to-do man with a widow and children, one of whom was an invalid. It was shown by the testimony of an attorney who had special opportunities for knowledge on the subject, that the defendant was worth about \$70,000, consisting of an interest in certain stock ranches in Southeastern Oregon, and that he was indebted in the sum of \$30,000, secured by mortgages on his property."

"The verdict in so large a sum in such a case is unusual, and I believe it to be unprecedented. The alleged seduction of the plaintiff was the thing mainly relied upon to increase her damages. It is alleged to have taken place some five weeks subsequent to the promise of marriage, and was a result of the defendant's seduction of the plaintiff, although the relations established by the promise may have been an independent matter for a few days before the parties. The defendant denies that he seduced the plaintiff, or that he ever had any improper relations with her. The affidavit of the husband of the plaintiff, who was the plaintiff's stepfather, contradicts the plaintiff as to the defendant's conduct in engaging a room at that hotel. If this affidavit is true, the plaintiff has intended to make the defendant in a false light in order to corroborate her statement as to his relations at that place. If she has done this in one part of her testimony, she has done it in another, and the whole comes under suspicion. There is no explanation of the fact that the claim of seduction was not made by plaintiff, and was not made by her attorney, as already stated, at the trial of the cause. There is nothing in the letters that passed between the parties that hints of such a thing, and while on the trial it was sought to get such a meaning out of the expressions on her part that 'in the sight of heaven they were married,' yet these expressions do not necessarily imply improper relations between the parties, and are so understood by her attorneys, who probably examined this correspondence beforehand, and who were not advised, as already stated, of this feature of the case until the eve of the trial. In her letter written after the defendant had informed her that he could not keep his promise, she writes that she would do her best by his faithlessness; but there is nothing said that is inconsistent with a perfectly lawful relation between them. It would seem that if she had intended to make the defendant a false light in order to corroborate her statement as to his relations at that place, she would have spoken that in her list of grievances anything was omitted. It would not have been that evidence which is the greatest a woman can suffer a man to have, and which by the plaintiff to the defendant, written on May 20, a few days before the trial, was offered in evidence by the plaintiff. It was stated in open court, when this offer was made, that the plaintiff in that letter advised the defendant of her claim of seduction. The significance of the omission from her letter written at the time of the breach of any reference to such a charge is increased by this letter of May 20, and by the fact that copies of these letters were kept by plaintiff, probably with a view to the use that is now made of them. Her explanation of these copies is, that they were written by her, and that she was in a state of mind, were so written, and that the defendant could not read them; that she therefore copied them and sent the copies. But these originals were destroyed, and they are well and plainly written. A few important words are crossed out of them, the intention being that, in making the second draft, these words should be disturbed, but thereafter the two drafts were carefully compared and the words omitted in the second crossed out in the first, so that the retained original should be an exact copy of the letter sent. There is no copy of any antecedent letter. Moreover, these letters were registered, and the registry receipts are attached. She explains this by saying that the first draft of correspondence something had been said to the effect that he did not get all of her letters; but she wrote at least two letters after this and it seems not to have occurred to her to register them. The suspicion in which her uncorroborated testimony is involved as to this feature of the case is increased by the fact of more or less significance, that while the alleged improper relations were said to have been maintained for some weeks in a room over one occupied by a man and his wife, with an eight-foot ceiling, in an unheated house, where, according to her own testimony, the noise could be easily heard by the occupants of the room below, not a breath of scandal or suspicion was created as to the relations of the parties, although the other occupants of the house testify that the occurrences narrated by the plaintiff could not have taken place without some knowledge on their part to excite suspicion of what was going on."

"It is the province of the jury to decide whether the plaintiff has told the truth. The inquiry which the court makes is not to ascertain whether they have acted or not in that behalf, but whether there has been any fraud or any influence of passion or prejudice. A verdict not exceptional in character, upon doubtful facts, should not be disturbed, but an exceptional verdict against the weight of the evidence cannot be allowed to stand. The judgment rendered upon a verdict is the judgment of the court, and the respect which is

due to the verdict does not require the court in any case to enter an unjust judgment. The law is that an offer of marriage by a defendant in a case of this kind, made after the action is begun, if made in good faith, may be considered by the jury in mitigation of damages. Kelly vs. Hester, 9 Alabama, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

found necessary. At the time of her marriage she is to receive an additional \$1000. Codicil No. 1 changes the will to the extent that the executors are to act as trustees of the share of Helen Lamson until she reaches the age of 21 years, and at that time to surrender the property to her absolutely, if in their judgment she has the business capacity to safely manage the same. In the meantime she is to receive from the trustees all the income of her part of the property. Codicil No. 2 makes a charge against Roswell B. Lamson of \$4000 which he has already received, and the trustees are to pay to the executors of the will, as provided in codicil No. 1, a sum of \$200 a year to Mrs. Dora M. Everett, a sister of Captain Lamson, residing in Tacoma. There are contingent legacies in favor of Helen W. Everett, ward F. Lamson, brothers of the testator, and Mrs. Dora M. Everett in the event of the death of both of the children. Captain Lamson's last will and papers relating to his public service are bequeathed to his son, and watches and jewelry of his wife to Helen Lamson. An allowance of \$1000 per year is also provided for the trustees until the estate is distributed.

SAYS HE IS DISABLED.
Fred Custer Sues Eastern & Western Company for \$3000.
Suits to recover \$3000 damages for personal injuries has been filed in the State Circuit Court by Fred Custer against the Eastern & Western Cable Company. Custer, in his complaint sets forth that on March 12, 1933, he was in the employ of the company operating a swinging cut-off saw. A part of the mechanism of the saw was in a defective condition, and was worn and defective. The rope parted and allowed the saw to swing and strike him, cutting a long, deep gash on his right breast and shoulder. He was unable to work for several weeks, and says he is permanently disabled.

Articles of Incorporation.
Incorporation articles were filed in the County Clerk's office yesterday by Thomas Sharp, A. E. Gebhardt and W. W. Mitchell, of the Deschutes Fine Wool Company, capital stock, \$20,000. The objects announced are to raise sheep, hogs, cattle and horses, and to engage in any other business, with special reference to sheep.

AID FOR STRIKING MINERS
Federation Will Establish Three Stores in Cripple Creek District.
DENVER, Aug. 18.—A special to The News from Victor, Colo., says the Miners' Union officials announced tonight that three general supply stores will be established at once by the union for the benefit of the striking miners in the Cripple Creek district. They will be at Victor, Cripple Creek and Goldfield. Goods will be sold at cost, and credit will be given the men until such time as they are able to pay. The necessary funds have been furnished by the Western Federation of Miners. The move is the result of the recent action of the Merchants' Association of the district in discontinuing all credit business.

NO LIMIT ON STRIKE TAX.
National Building Trades Council Repeals Ten-Weeks Clause.
DENVER, Aug. 18.—The sixth annual convention of the National Building Trades Council of America adjourned this morning after electing officers for the following officers for the next term: J. H. Maloney, president, Chicago, first vice-president of the International Brotherhood of Electricians; H. W. Steinbiss, general secretary, and Howard J. Brantley, secretary of the National Building Trades Council, and its general secretary since the organization. Six vice-presidents were elected. Sioux City, Mo., selected as the next place of meeting. An amendment to the constitution was adopted removing the right of the executive board to levy on affiliated individuals and nationals for strike benefits, but giving the board the right to levy assessments of 5 cents per week upon all affiliated locals. It also removes the 10 weeks' limitation of strike assessments, and provides that the same may be as long as the strike continues, and the conduct and disbursement of the strike fund in the hands of the general secretary-treasurer of the National Building Trades Council.

COST OF LIVING IS INCREASING.
Many Chicago Employers Advance Men's Wages in Like Ratio.
CHICAGO, Aug. 18.—After receiving a report from the wages and cost of living committee of the price of commodities in districts where the organized workmen of the city live, the Employers' Association has discovered that the cost of living has increased 10 per cent during the last five years, and has decided that wages should be increased in like ratio. In many cases the increase already has been granted, and in other cases this will be the basis of wage raises.

Big Papermakers' Strike Ends.
HOLYOKE, Mass., Aug. 18.—The big strike of the Holyoke papermakers, which has been on since June 15, came to an end today. The International Brotherhood of Papermakers, voted to return to work Thursday morning and declare the strike off. While the 300 operatives originally affected had been reduced by other factors to a conservatively figured that over 250 men and women will be affected by this vote.

BADLY HURT IN RACE.
Frank Kramer and Two Other Professionals Collide.
PROVIDENCE, R. I., Aug. 18.—In a championship ten-mile race of professional riders at the Coliseum tonight, Frank Kramer was badly hurt in a spill with King and John Bell. Iver Lawson won. Root second, McFarland third and Penn fourth. The fall of Kramer was not stunned by being thrown, aximat a pole and received several cuts and bruises, but his injuries are not regarded as dangerous.

Railroad Men Are Promoted.
SAN FRANCISCO, Aug. 18.—Three promotions were announced today by the executive office of the Southern Pacific Company, the most important being that of R. A. Worthington, who has been transferred from superintendent of the Coast division of the Fourth and Towns, Mr. Worthington at the Fourth and Towns, send streets depot as superintendent, and A. W. Baker, now at the Oakland mole, will drop into Mr. Wilder's position.

Topka Also Reports Relief.
TOPEKA, Kan., Aug. 18.—The high water in the Kansas River is receding tonight. At Manhattan the river has fallen three feet since last night. Lower water is also reported from Wamego and other places up stream.

DO YOU WEAR GLASSES?
Property fitting glasses and MURINE Eye Drops. The instrument makes weak eyes stronger. Druggists and opticians. Murine Eye Drops, Co., Chicago.

Oregon Kidney Tea.
Kidney tea prepared without alcohol, which is injurious to kidneys and bladder.

MAY RAISE RENTAL

County Now Gets \$150 for Morrison-Street Bridge.

OLD FRANCHISE MAY GIVE MORE

EAGLES PLAN GREAT TIME

The Board of County Commissioners will require the City & Suburban Railway to exhibit accounts of the company's earnings and disbursements. The company will be obliged to comply by the terms of its franchise on Morrison-street bridge. The exhibit will be interesting, because it will probably induce the county to exact more than \$100 monthly rental for the use of the bridge.

About one year hence the new bridge will be finished and the company will have to pay 3 cents per crossing, or \$1,000 minimum a year, to run its cars over the territory. But the county has the power to increase the rental under the old franchise, and this is what it is about to do.

In lieu of the \$150 rental, the county has the right at any time to collect 20 per cent of the company's net earnings on the structure. This right is stipulated in the contract which gave the company a lease to the bridge for a period of 20 years from July 1, 1935.

The railway found itself in that contract to keep at all times during the continuance of the lease "strict and accurate accounts" and that the accounts were open to the inspection and examination of said Bridge Committee, County Court or other officer, agency or authority having charge and management of said bridge. Such accounts must show the monthly receipts of all the company's lines and of the lines operated on the bridge, and also the total expenses of operation and maintenance of the bridge, and the bonded indebtedness of the company.

Several times the county authorities have endeavored to persuade the company to yield a report of its earnings and expenses. Each time they have been put off by some excuse or other from the urbane Manager Swiger. Four or five months ago County Auditor Brandes made Mr. Swiger a little visit. The general manager said that the auditor was not out of the city and would not return save in two or three weeks. The company would cheerfully comply with the request of the auditor's return. Hoping this was satisfactory, Mr. Swiger remained yours truly, etc.

This morning the County Board will look into the matter. There is good reason to believe that the county can collect much more than \$100 monthly from the company. Opinions vary as to the amount that could be secured. One man says that the county can get \$1,000 a month if the company will consent to sell the bridge to the county. Another man says that the county can get \$100 a month if the company will consent to sell the bridge to the county. The county makes over the bridge.

NEW HAVEN, Conn., Aug. 18.—The executors of the will of the late Henry Bradley Plant today filed in the Probate Court a bill for recognition as co-heirs of the estate of the late Henry Bradley Plant, who died in 1910. The executors are Charles T. Hoadley and Horace G. Hoadley, of Waterbury, for the removal of the executors. The Hoadleys, who are making a legal fight for recognition as co-heirs of the estate of the late Henry Bradley Plant, who died in 1910, allege the executors were wasting the estate, and that the probating of the will was wrongfully rendered from the jurisdiction of the Connecticut courts to New York.

IN their reply the executors, who are Morton F. Plant and Margaret J. Plant, deny the bill, and say that the executors have no pecuniary interest in the estate except as annuitants under the will, and that they are not bringing the petition because they are not brought in good faith. They move that the petition be dismissed. A hearing will be held later.

EXTEND SYSTEM.
French Institution Will Exchange Pupil Teachers With Columbia.
PARIS, Aug. 18.—It is proposed to extend to primary education the system of exchange of pupils which now exists between Columbia University and the educational authorities here. The scheme, which has been officially approved, provides for sending every year one of the best pupil teachers of the Ecole Normale Primaire at Auteuil to the New Paltz school, New York, which will reciprocally send a pupil teacher to Auteuil.

TRAIN ORDERS MISREAD.
Rear-End Collision Results in Injuries to Three Men.
PATERSON, Utah, Aug. 18.—A rear-end collision occurred on the Union Pacific here today, involving Louis Larson, of Omaha; Thomas Kennedy, of Kansas City, and a freeman, name not known. The collision was the result of a misunderstanding of orders, the eastbound train making into the house of a freight train. Two hundred feet of track was torn up and traffic delayed several hours.

RUMOR HAS QUAY DEAD.
Pennsylvania Senator, However, Is in His Usual Good Health.
PITTSBURGH, Aug. 18.—Senator M. S. Quay arrived in Pittsburgh today on his way to his home in Beaver from Southampton, L. I. Early today a sensational report was circulated that the senator had died suddenly on the train while en route to his home. It is now known how the rumor was started, as Mr. Quay was in his usual health.

NO LONGER MOLEST KING
Visitors at Marienthal Spring Obey Orders of Burgomaster.
NEW YORK, Aug. 18.—An urgent request by the Burgomaster of Marienthal to visitors not to molest King Edward appears to have produced the desired effect, says a Times dispatch from Vienna, by way of London. His Majesty has made several short excursions, and has ordered a motor car for the purpose of making longer ones.

MORE MEN IN WATER SUIT
Kansas Now Sues Irrigation Companies as Well as Colorado.
WASHINGTON, Aug. 18.—The amended bill of the State of Kansas, in the case instituted by that state against the State of Colorado to restrain the latter state in use of the waters of the Arkansas River for irrigation purposes, was filed today by U. S. Attorney General Cummings at the United States Supreme Court. The

MAY RAISE RENTAL

County Now Gets \$150 for Morrison-Street Bridge.

OLD FRANCHISE MAY GIVE MORE

EAGLES PLAN GREAT TIME

The Board of County Commissioners will require the City & Suburban Railway to exhibit accounts of the company's earnings and disbursements. The company will be obliged to comply by the terms of its franchise on Morrison-street bridge. The exhibit will be interesting, because it will probably induce the county to exact more than \$100 monthly rental for the use of the bridge.

About one year hence the new bridge will be finished and the company will have to pay 3 cents per crossing, or \$1,000 minimum a year, to run its cars over the territory. But the county has the power to increase the rental under the old franchise, and this is what it is about to do.

In lieu of the \$150 rental, the county has the right at any time to collect 20 per cent of the company's net earnings on the structure. This right is stipulated in the contract which gave the company a lease to the bridge for a period of 20 years from July 1, 1935.

The railway found itself in that contract to keep at all times during the continuance of the lease "strict and accurate accounts" and that the accounts were open to the inspection and examination of said Bridge Committee, County Court or other officer, agency or authority having charge and management of said bridge. Such accounts must show the monthly receipts of all the company's lines and of the lines operated on the bridge, and also the total expenses of operation and maintenance of the bridge, and the bonded indebtedness of the company.

Several times the county authorities have endeavored to persuade the company to yield a report of its earnings and expenses. Each time they have been put off by some excuse or other from the urbane Manager Swiger. Four or five months ago County Auditor Brandes made Mr. Swiger a little visit. The general manager said that the auditor was not out of the city and would not return save in two or three weeks. The company would cheerfully comply with the request of the auditor's return. Hoping this was satisfactory, Mr. Swiger remained yours truly, etc.

This morning the County Board will look into the matter. There is good reason to believe that the county can collect much more than \$100 monthly from the company. Opinions vary as to the amount that could be secured. One man says that the county can get \$1,000 a month if the company will consent to sell the bridge to the county. Another man says that the county can get \$100 a month if the company will consent to sell the bridge to the county. The county makes over the bridge.

NEW HAVEN, Conn., Aug. 18.—The executors of the will of the late Henry Bradley Plant today filed in the Probate Court a bill for recognition as co-heirs of the estate of the late Henry Bradley Plant, who died in 1910. The executors are Charles T. Hoadley and Horace G. Hoadley, of Waterbury, for the removal of the executors. The Hoadleys, who are making a legal fight for recognition as co-heirs of the estate of the late Henry Bradley Plant, who died in 1910, allege the executors were wasting the estate, and that the probating of the will was wrongfully rendered from the jurisdiction of the Connecticut courts to New York.

IN their reply the executors, who are Morton F. Plant and Margaret J. Plant, deny the bill, and say that the executors have no pecuniary interest in the estate except as annuitants under the will, and that they are not bringing the petition because they are not brought in good faith. They move that the petition be dismissed. A hearing will be held later.

EXTEND SYSTEM.
French Institution Will Exchange Pupil Teachers With Columbia.
PARIS, Aug. 18.—It is proposed to extend to primary education the system of exchange of pupils which now exists between Columbia University and the educational authorities here. The scheme, which has been officially approved, provides for sending every year one of the best pupil teachers of the Ecole Normale Primaire at Auteuil to the New Paltz school, New York, which will reciprocally send a pupil teacher to Auteuil.

TRAIN ORDERS MISREAD.
Rear-End Collision Results in Injuries to Three Men.
PATERSON, Utah, Aug. 18.—A rear-end collision occurred on the Union Pacific here today, involving Louis Larson, of Omaha; Thomas Kennedy, of Kansas City, and a freeman, name not known. The collision was the result of a misunderstanding of orders, the eastbound train making into the house of a freight train. Two hundred feet of track was torn up and traffic delayed several hours.

RUMOR HAS QUAY DEAD.
Pennsylvania Senator, However, Is in His Usual Good Health.
PITTSBURGH, Aug. 18.—Senator M. S. Quay arrived in Pittsburgh today on his way to his home in Beaver from Southampton, L. I. Early today a sensational report was circulated that the senator had died suddenly on the train while en route to his home. It is now known how the rumor was started, as Mr. Quay was in his usual health.

NO LONGER MOLEST KING
Visitors at Marienthal Spring Obey Orders of Burgomaster.
NEW YORK, Aug. 18.—An urgent request by the Burgomaster of Marienthal to visitors not to molest King Edward appears to have produced the desired effect, says a Times dispatch from Vienna, by way of London. His Majesty has made several short excursions, and has ordered a motor car for the purpose of making longer ones.

MORE MEN IN WATER SUIT
Kansas Now Sues Irrigation Companies as Well as Colorado.
WASHINGTON, Aug. 18.—The amended bill of the State of Kansas, in the case instituted by that state against the State of Colorado to restrain the latter state in use of the waters of the Arkansas River for irrigation purposes, was filed today by U. S. Attorney General Cummings at the United States Supreme Court. The

or to said County Court, or other officer, agency, board or tribunal, having charge, management and control of said bridge and shall be paid monthly in like manner, but at the same time as above provided for the payment of said monthly rental of \$150. It shall at all times be optional with the said party of the first part or said bridge committee, County Court, or other officer, board or tribunal, having charge, management and control of said bridge, to have the same bridge run for the use of said bridge by the party of the second part, its successors and assigns, and the party of the first part, its successors and assigns, shall be bound to accept of the second part, its successors and assigns, the cars of which are run over said bridge.

EAGLES PLAN GREAT TIME
National Convention Banquet Will Be Attended by Roosevelt.
NEW YORK, Aug. 18.—The annual National Convention of the Fraternal Order of Eagles will be held at Trammey Hall the first five days of next month. It will be attended by representatives of lodges in every state of the Union. On the first day general business will be transacted and officers elected; the grand parade will take place on the second day; on the third day there will be a banquet, and on the fourth and fifth days the visitors will be shown about town. President Roosevelt, who is an honorary member of the Cowley Lodge at Cheyenne, Wyo., will be invited to attend the banquet.

DEADWOOD WILL ENTERT