

rause of head winds cutting down Adriven direct for Lakeburst pa sing up its plan to cross Washing-ton and loli up the coast.

This aristocrat of the air is a traveller. Refueling of the zep, pelin will begin today and every (Continued On Page Eight)

## "Skin"Game Lands Negroes In Court To Answer Charge Croup, 100 miles south of Tahiti. The charges of food-hearding during the war arose out of and desolate region of the South Bisheo Cannon's parchase of 650

York.

A Sunday morning "skin" game, ending in an attempted assault with an axe, proved costly to the participants as - Municipal May, 1928, sailing from San Francheo. Its object was to study human life in the Pacific group, the flora and fauna and, if pos-Judge W. E. White today handed out fines totaling \$130.00 The case, involving five negroes, was the only one tried before th natives. Judge this morning, with Chief of Colice Williams reporting a quict

week\_end. The "skin" game was interrup!

The "skin" game was interrup: "ed by Officer Shaffer, who was called to the scene upon advice that a "bad fight" was in prog ress. Upon his arrival, he found A. J. Lewis, later charged with being the keeper of a house of ill repute, engaged in a heated argument with Charlie Allen, who was said to have hurled an axe at Lewis after he had drawn a knife and thrown a bottle a Allen.

Witnesses of the scrape, Willia Ware, Frank Williams and Sam Wright, all test fied that the argument began after an alleged pro-fane attack by Allen on Lewis, fol-lowed by Allen's pitching a sugar-bowl at Lewis after hs objected to a bet made in the game

Judge White, before sentencing the men, warned the crowded court room that "attendance at games of chance or houses of ill repute must be discontinued" lie then fined Allen and Lewis each, \$50.00 or 30 days, and the three

<text><text><text><text><text><text><text><text><text><text><text><text><text><text><text><text>

odey by Gustav Davidson, of New Davidson had just arrived by the Methodist Episcopal Church

E. Haskovitch, of Paris. These men, while on their cr. rand of scientific inquiry gave up their lives in the Austral Island "tomanized" press.

Seas that lie smoking beneath the barrels of flour, which he told a Davidson led the expedition. It few we be later at a profit of \$1,500. The Eishop at that time tarted from the United States in was president of Blackstone Colpurchased for the institution be-

caulo he feared a shortage. As for his stock dealings, reable learn the language of the vealed some weeks ago in the in-vestigation of a New Yort buck t The explorers reached the Austral group in time and made their headquarters upon the unishabit shop, the Bishop declared he bought and sold stocks as any lusiness man.

ed island of Maria, meanwhile establishing themselves upon "The time has come," his state fricadly terms with the natives of ment said, "to brush aside much muddled thinking on this subject, arighboring islands. They plan-If trading stocks is immoral.the islands collecting specimens for study or for display in muthen the church should declar-

Bishop Cannon's statement way They found a virgin wilderness on some of the islands where timed to reach Virignia voters on human life was unknown. But in the event of the primary, for the the m'dst of their successful likhop is the chief issue in quest Hargrave and Haskovitch Virginia's warm gubernatorial disappeared. It is feared they contest. He formed a merg r of

were eaten by sharks. anti-Smith Democrats and the "The two men left the island of Raivavae in a native catamaran was named at Richmond some American envey. was ever found," Davidson told weeks ago, hended by Prof. W. M.

International News Service, "A Musely Brown, most careful search was made. Tomorrow's primanry will de-termine whether John G. Pullard, steaming jungles. They paddled G. Walter Mapp, or Roswell Mosely Broun. G. Walter Mapp, or Roswell Page, will be the regular Demo-

for, the voters of Virginia today by Bishop James Cannon, Jr., of Braber, white tenant on the Wal. lace days, and O. T. and Bostha Townseed, negro tennits, are be-ng detained in the county juil. The Wallace family was poison-ed at breakfast Friday morning. Davidson had just arrived by the Methodist Episcopal Church Townsend, negro tenants, are be-ship out of the fiery, humid trap. South. Virginia's state primery Townsend, negro tenants, are be-ng with him the first news to the outside world of the diran-centrance of his two fellow scien-tists--William R. Hargrave, of Colfax, Washington; and Phincas E. Haskovitch, of Paris.

Legion Charges Bad Hospital Conditions

WASHINGTON, Aug. 52 (1883) -New Jersey state hospitals as a over-crowded, mentally jill velerans of the World War rawl over other beds to reatheir own a scathing statement issued by then American Legio

bere charged. Deers are blocked by six and seven cots in rooms which should house two or three per acts, the statement material. The leg or a working in enoperation with date authorities to insertial the need for additional facilities in

need for additional facilities in plane to the Chemist Long again identified a government he pitals, where the chemist Long again identified a block-static dept a white shirt block-static dept a white shirt was said.

NAMED AMBASSADOR

WASHINGTON, Aug. 5-(INS) -Official announcement was made at the White House to announcement of the appointment of John W. Garrett, Baltimore banker, as ambassador to Laly. The en-nouncement was made after re-relpt of word from Rome that Republicans and a joint ticket Garrett was acceptable as the

understool however that the sige's inquiry showed that the ed camp today, following the Judge's inquiry showed that the Smok case was not discussed in Mrs. Cassady's presence while she which resulted in the killing of an, at the laft one Chinese yesterday and the themist Charles F. Long was probably fatal wounding of was at the latit

11

improventy from enting blocuits. Chemist Charles F. Long was probably fatal wounding of made from tained flour. Wathers coalled to the stand and cross, and two of his our, who survived, examined by defense control John the effects of the poison, are ex-perted to recover.

of the contents of the call received submaches. Long had testified that his analysis revealed Mis. Dis-land callen a drig-baden heef sand with shortly before her death.

Chemist Long was interpreted by a dozen raid of the mist here was interpreted by a dozen raid at height regarding his dog the night. A dozen Chinese and test". On Saturday he testifict test". On Saturday he testific the had fed a dog the residue of tarte quantity of ammunitio w recreated in one of the house-His's stomach and to another dog raded. Chinese Vicities from he had administered a certain other cities were warned to deave the beef sandwich found in Miss.

denz. Both dogs reacted ins. barly, showing, in the chemist's [A controversy over gambling opinion, that the green sub-tauge found in Miss. Hix's stammen ways bottom of trouble. a exacting drug.

(The state is seeking to prove Smooth give Miss Hix the sandwish and that later, when she repulsed Authorities Search

Fiendish Murderen

TITUSVILLE, Fla., Aug. 5. (INS) Authorities Ioday wer reaching for Pele Erk, a Chicag again examine this write?" asked Procentor John J. Chaster, Jr.

Procentor Johe J. Chester, Jr.
"Yes," replicit Long, "and I found nair in the waste."
"Did you compare the bain found in the waste with that of er, as
"Did you compare the bain found in the waste with that of that Hix's ?"
"I did," replied Long, "I found that they were micro-copical; that they waste wast found by a con-stable at the scene of the crime.

Giant Amphibian Plane Of Pan-Am

Company Makes Visit To Sanford death with a hatchet had been Raymond's clothes had been

cunty Chlengo's Chigatown was an arm Any person, providing he is a resident of either county, may

the set to seine in the waters of the St. Johns which form the andary between the two coun-ies, as well as Lake Menter and Lake Harney. The seines and are not to exceed 300 yard. a beneth, and all violators of one of the rules will be deprived

if their permit and prohibited PHILADELPHIA, Aug. 5 (INS) from further fiching in this Threats of a new Chinese Tone war, were routed by a dozen raids 'ound y. Licenses nut be petchased by any person who is engaged in the losineers of fishing or in any way handles the nets, and costs \$5.00. Wholesade fish dealers are a police on Chinatown dons during

Trequired to pay a \$50.00 license They will be renewed at the enrenewed at the end of the period providing the user loss not violate any of the

Inforcement of the regulations will be under the direct character of J. E. Gunther, depaty sheriff of Volusia county, and D. B. Hodzer, game warden of Semi-nols County.

For Carpenter As

# Narcotic Inmates

SPADRA, Cal. Aug. 5- (INS) Overpowering their nurses and battering their way to freedom through doors and windows, 16 in-mates of the state narrothe hor-mates of the state narrothe hor-mates of the state narrothe horr horated the theory that Ray

mond was lured to "lovers camp, an abandoned tourist rendezvou off the Dixia Highway, and cut to aroused the physicians, numeror

(Continued On Page Eight) American Will Honor Germany's War Dead

NEW YORK, N. Y., Aug. 5-(INS)-In what it is believed will be the first time that tribute has aren, paid the Gorman dead by my of her enemies in the late war, Captain Edwin S Bettelheim, Jr. national aide de camp of the veterans of foreign wars of the United States, will today place a wreath on the national shrine of the German war dead in Berlin. Captain Bettleheim is vicechairman of the veterans of for-

eign wars mission that is enroute to North Russia following successful negot ations with Soviet of-ficials for the purpose of locating and returning to the United States the bodies of deceased American soldiers buried in the North Busieners

North Russian area. Brief Of State Is

## Filed In Lake Case

That a decision will soon be. Overpower Nurses handed down by the Supremo court of Florida in the case of And Flee Hospital Forrest Lake, convited bank formation reaching Satford today that the attorney general has filed briefs before that body in

mates of the state narcotic hos-pital here escaped carly today after a viot. Three were later recaptured. Nearly 100 others were subdued by a how of shot guns and tear bombs. The riot broke out shortly be fore midnight. The erach of shattered doors and windows aroused the physicians, numerical indicted him was improperly, indicted him was improperly drawn. If the supreme court up holds this contention, the bank-er would be free from serving the 14 year term, the statute of limit



at al a

#### PAGE SDE 1-7

#### THE SANFORD HERALD, SANFORD FLORIDA SATURDAY, AUG. 3, 1929

Carasa

## Stenographic Report Of Libel Action Against Sanford Herald

Bank held any securities of the (Continued From Page Four) City 1

the city It was meestary for the go to New York on various manimum in connection with the mancial interests of the city. It necessary for me to go to the conjunction with the sud-who made an exhaustive it of the affairs of the city.

and of the affairs of the city, and of the affairs of the city, and the series of the city of the property of the series of the series of the series of the series of the were holding sessions every and many mights and some-time several times a day; it was measury for me to be in long and protracted conferences with mesh of the some sign three in Bunder; it was necessary for me to make exhaustive searches of the procords of the city kept at the

records of the city kept at the sity hall; it became necessaryfor ma to go into the Seminols County Benk and to procure, with the per-minaton of Hr. White, the Bank Examiner, and make a complete descript and copy of the files of Beminole County Benk and all books and records of account per tining to business transactions and correspondence between the Seminole County Benk and the hase Nationi Bank- I took a corpa six stanographers the day that bank examiner took charge of Beminole County Bank and of Sanford T ked in there day and night and made several copies of eac every i memorandura, check full and eredit charge, account receivably and accounts payable to and from the Seminole County the Chase Nationa Bank and Bank of the City of New York," somplete copy of all correspond. years between the Chase National best and the Seminole. County Bank, the Chase National Bank and Mr. Porrest Lake, the Chase National Bank and Mr. A. R. Key and with other banking institu-liens with whom the Seminole County Bank were doing business with whom they had purported to diacount certain alleged certifi-cales of indebtedness and demand and time warrants of the City of Genford, Florida All of which was done at my own expense with. out any remuneration whatsoeve from the city for my siz steno-graphers, and special service-performed by me for the city ex-tinding over a period of approx-imately ten months, I made at eherge whatsoever to the City o Sanford for any services per formed nor did I charge them any per diem for the time that I we absent from my office and out of town on business in behalf of the City of Banford, Florida, at the

City I A-Absolutely, not under a claim of right. G-Go absod and explain. A-1 will asplain furthest. It was not known at the time of the failure 4f the Baminole County Bank that any securities of the City of Banford, Florida were be-ing held supposedly by the Chase National Bask as a pledged and oblighter accurity for monory due

collateral security for moneys due the Chang National Bank by the Seminole County Bank. -What was known about it?

Bank ?

lon.

known. I will anawey your quesllon.

Q-What did you know? A-Permit me to answer it I will answer your question in this way—An audit had been in-listed and was then in the early itages, that audit was being con-ucted by Hall & Pentland to determine the status of affairs as between the C y of Sanford, Flor-ida,—financial in character—and the Saminola County Bank. Nothing was definitely known as to the true situation. Q-Did you after the failure of

any bonds or securities of the City THE COURT: Objection sus. A-In July 1927, which was the year the bank falled, as I stated in my direct examination, on my return from New York I did

which would be 1928, and, as I whether the Chase National Bank loaned monsystated on direct examination, Mr. THE COURT: Objection sus-Phillips, the City Clerk, Informed

me after having completed my incertain certificates of indebted. sertain certificates of indebted. ne.s aggregating \$600,000, in (in Mr. Carson) objections amount held by the Chase Nation-yeaterday and the day before amount neig of the information 1 to other questions on in-passed on to the City Commission formation as to what other people by written communication addressed to Forrest Lake, Mayor; R. O. Chare, Commissioner and E. know whether or not another F. Housbolder, Commissioner, a copy of which was transmitted to each of those parties, thereafter, I knew from the records of the fy as to what advice he City, or rather I did not knowrecords of the City that the books may then show what that of the City showed \$600,000.00 in party did. It will then be the pro-certificates of Indebiednass out. vince of the Jury to determine vianding in the same of the Site of the Site of the Site of Site of

WI at do you say about that? standing in the name of the Chase whether or not that party acted National Bank; ar, to whether they on the advice given by this wit-MR. CARSON: He said his adwere in the possession of the ness. Objection sustained; excep-Dame National Bank, Syminole tion noted.

County Bank or some other insti-County Bank or some other insti-tution or individual I had no knowledge at the time. And I will state further that the first Eghibit  $B_{s-}$  was, in connection actual knowledge received by me with the certificates therein described, ever in the possession of

any of these purported certificates the Chain National Bank or its unsound advice, I understand you of indebtedness in their posses-tion was from a letter addressed attorney? by the Chase National MR. LANDIS: We object to that piece I stated to the commission to me

on know whether or not that insit this constitue to a Ocurys G. Herring wars charged in the city utbaway's account. Q-Didn't you tastify ou taltar-day or the say before this nut sag transmitted to the Chase Mational MIL CARBONI I sold after November 6th, or subsequent to the closing of the Seminole Coun-A-I don't understand the ques

THE COURT: The your quet.

A- \$100,000 has been paid or

Q-What about the rost of it?

ceeding pending in Now York.

Q- I don't understand all

torneys for the City of Sanofrd?

Q-Does the suit attack the

validity of the certificates jor

morely its-the right of the Chase

National Bank to collect it?

metificates ?

A- It does.

A- Yes alt.

A-Yes siz.

Q-Does that injunction pro

reeding test the validity of thes,

ty Bank.

Q-Your testimony on direct

tion is the same. MR. LANDIS: Mr. was that the Chase National Bank did not lend the Seminole County Bank any money on the strength stab if that it is on the theory that s introduced in svidence an artiof any opinion of yours.

clo in the newspaper wherein it A- I made no such statement or my direct szamination. Q-Well, what did you say? Q-I said that I, at no time r -I said that I, at no time ren

dered any opinion, in writing or websily, whereby I advised the Chase National Bank or any öther person whomseever that bonds of the City of Banford Florida might be pledged to the Chase National further into that, your Honor. I will come back to that. Bank as collateral security for Q-Mr. DeCottes, are the certifithe principal indebtedness due the cates described in this Exhibit 5. . .

Chase National Bank by the Semi-Have they ever been paid? nole County Bark. Q-Weil then I will set you the question Did the Chase National Bang lend the Seminole County that certificate. Bank any money on bonds or cer-tificates of indebicdness on the strength of any opinion of yours? MR. LANDIS: We object to other certificates, in \$740,000

that. That would be utterly impra-sible for this witness to state. There is no way that this witness the Somincle County Bank know would know what the Chase Na-that the Chase National Bank held tional Bank in New York based any-

> tained: calls for a conclusion. Q-I will just repeat the same question and ask him whether that is true to his knowledge. MR, LANDIS, Well, we object City of New York.

the purpose of determining the re-to it then because it is immater-quirements of the City for Jan-ial. It can be no issue in this case

tained on the ground it would told this witness they had done. know whether or not another party acted on his advice or not would be by what that party told him. The witness may testi-

MR. LANDIS: We object to gave to another party. He that. The record is the best evidenor.

vice had always been sound your tion noted. Q-Do you know whether or not on that proposition. THE COURT: Advice gern to

sustain the objection. Exception I noted.

O-On that question of sound and that you slways advised the city ford who hadn't accompanied me ray more money than the ver-

Q-Just to refresh your memory me that went to me

this \$100,034.00 was that ftem to Mr. Herring? A-I did, and I repeat it. The audited also so testified this

morning. Q-No. be didn't. He testified was stated that the Chase Na- that the Hernid in its statement tional Bank loaned money on the of July 14th had included it, but advice of Mr. DeCottes. That that it was not included in this. and this is only in reference to bonds, sure shout it, because I will have certificates. That is different.

datails of an account running ever a period of five years involving \$100,000, according to the Herold Q-Are you the attorney for the Beminils County Bank 7 A-Am I now?

Q-Was you? Were you? A-I was. . . . My firm was.

A-\$200,000 is the unpair face value of that certificate, and that Yes alr. certificate is involved with three Wer, you attorney for Mr. For rest Lake?

worth of unsolg bonds of the City A-My firm was, up to the time of Sanford in the injunction proof the failure of the Seminole

County Bank . Q-And not since?

A-Not since, at any time. Q-Mr Lake was mayor of San ford for how long, Mr. DeCottes? A-I don't know sir. I think he made the remark-if you want me to deal with hearsny-that he Q-Of the particular certificate described in , this letter? A-Yes sir. . . in the hands of the Chase National Bank of the Q-Well you have been city attorney for twenty years. I thought

facts about this, of course, because I haven't been city attorney

for twenty years. Pardon me if I sak details that I don't know ney T about. This Chase National Bank ault is now pending in the District Court of The United States for the

Southern District of New York? call. sir-Q-You and Mr. Boggs are at.

City of Sanford. Have you got that report, or a copy of it? A-I have a copy of it in my liles romewhere. The original, sir, was filed with the city clerk's of-

Q-Do you know when it was THE COUKT: (to Mt. C roon) filed?

A-As the result of one of my conferences in New York with Investment bankers I arranged with the Court will see that he does Honor. I am cross examining him Mr. Gaylord Cummin, who resides at Concord Massachusetts, to come to Florida with me, to Sanford. mental attitude and not Id- | Tried to get him to come back on the same train, Because of other

A-1 Gid not i sho it the cry would not pay one-half of his fee the bankers would pay his entire bill. They were the only once in-terested in it. I believe the records will show that up to this day the will show that up to this one half. It was immaterial to them whether the city paid one-half of his fee or nut but they thought it was equitably and fair that the city do no.

Q-But you agreed that the city would?

A-I did not Q-You agreed to do it subject o confirmation? A-I don't know. I said I be A-I don't know. I said I be-lie onexait of would be \$1500. Is would be glad to pay one-half the fee, and I would refer the matter, but it would be subject to the approval or disap-proval of the city commission. Determines the result of what the city commission as such agreed the result of what the result of subject to the approval or disays proval of the city commission. Q-Ar<sub>B</sub> you familiar with the report in which he advised against payment of the Hutton claim? Thave a copy of it some. Hereto. As the result of what transpired at that time Mr. Cum-min came to Sanford. MR CARSON: If your Honor places, I think that does not an-the gustion. I asked him

Q-I have here what purports to whether hew as largely instrument. be a copy, but I am not going to al or not in bringing Mr. Cummin. offer it until I get it better ap- He has not answered yet as to offer it until I get it noting wit-proved than that. (handing wit-THE COURT: I can-under.

ness paper) A-I recall now, from reference stand no better answer than the to the report. I am ready to answer, unless my counsel has some that the employment was on the objection I don't think he has. part of the investment bankers, who directed the employee to pro-Q-I will read you this paragraph and ask you whether that is the paragraph in the Cummin receed to Sanford. I consider the question answered . Exception port. "There seems to be a special noted. Q-Mr. Cummin then, as I un question about a warrant for \$66 .-509.35 held by the Hutton Conderstand it, is a financial adviso for the investment bankers? not be paid until investigation clearly shows it to be a legal ob-man who is known as a civic ligation of the city. If there economist. seems to be any doubt. Q-The report which he made court determination of the city's and from which I have read you a liability should be sought." Not- paragraph-is that his professionparagraph-is that his profession. al report on the affairs of the

the city that the Hutton claim was a legal liability on the part of the A-Yes alr. Additional featimeny in the remains active will be published in Monday's frome.

your understanding-Miller Testifies He Q-No, and I am not respon-sible for yours, and ask you to answer the question. THE COURT: Just a momen **Office To Be Okey** That is not necessary...that answer You may interrogate the witness

and if the witness does not answer as you think he should then with proper application to the Court

MR. CARSON: Well, I'd like your Honor to Instruct-THE COURT: Read the question (Question read.)

THE COURT: All right, sir.

The morning's woman closed

and Company, Mr. Keefs and ald is not internet. Mr. Larkin of Halsey, Stuart Henry." James H. Lee, form James H. Lee, form

Q-Just to refresh your memory, not more than two minutes ago you wid you tried to get him to of Now York Cty on he had with publishers of the national repute in passing on musicipal securities, and at which it would be confirmed ? A-I did not I said if the city would not pay one-half of his fee the the secure invertment bankers made the these invertment bankers made the statement that while they were the bankers would nay hig entire statement that while they were cave of poelous words. Its said he disposed to come to the financial tar, which he desired printed in assistance of the City of Sanford. Floids, their final determination ring to the William Henry letter.

Assistance of the City of Senford. Florida, their final determination would be based upon the economic report and survey which would have to be made by a man of their selection, and that the only man acceptable to them was Mr. Cay-lord G. Cummin And they phoned Mr. Cummin by long distance to Mr. Cummin by long distance to to make this survey: agreed that directed him to proceed to Sanford to make this survey: agreed that his compensation would be \$1500.

Fred R. Wilson, present city stiorney, testified that ordinary free for the handling of bond is-

mes usually totaled one per cent of the amount of the issue. He said he thought 83/100 of one percent was a fair charge, Under didn't believe the volume of business of a regular client made much difference in the reduction direct assertion of the witners of fees. For an issue of \$0,800, that the employment was on the '00 in bonds, he declared that part of the investment bankers, Mr. DeCottes' free had been

reasonable. Counsel for the plaintiff sought unsuccessfully in place in evi-dence rules of evidence perisining to the time for filing pleas, the court upholding Mr. Carson's objections several times. The plaintiff first wonted to read the rules and was stopped. Interro-ration of Mr. DeCotter Vance E. Bouglass, clerk un-court, niong this line was believed.

stopped by bhjeetions. Finally Mr. Landis read from the fecord hock the dates on which all of the plendings had been filed in

the present case. G. B. Ross, newsstand operator, testified as to the increased sale of Heralds on the newsslands, resulting, he raid, from the pub-lication of news articles, and cartoons about Mr. DeCottes in July

of last year. "If anything happens here they slways gobble them all up," said Mr. Ross, explaining the public demand for papers con-taining accounts under question.

When the quaction of the Dr. Coltes' yacht party came up, Mr. Miller exclaimed, "I knew they were going to start that." After leatifying that no wives **'Believers''** Club Is long on the trip, the witness said those on the boat outin, included Mr. DeCottes, Arthur, Yowell,

Found Attorney's

(continued from page one)

attorney for Mr. Hutton as late i



maybe you knew. A-No sir. Q-Was he mayor when you were first appointed city attor-A---No sir. Q---Well how long after you were appointed before he became mayor 1

(SHORT RECESS)

Q-Mr. DeCottes, on your direct examination something was said about the Cummin report of the

fice.

engagements he couldn't come fo several days. When he did arrive he reported to my office. I intre- question, your Honor, because duced him to the other officials. do not understand it. unsound edvice, I understand you duced him to the other officials. to say on your direct testimony Explained to the officials of San-

A-One or two years, I can't re

The question is good. You may A-l am unable to answer the

F. W. Bender and himself. Q-All right, then I will ask it his wart Notwithstanding the

withstanding that, I understand al report on the that you and Mr. Boggs advired City of Sanford?

A-I am not responsible, sir, fo

tried to perform my duty as Cits Attorney and did that to the best of my ability; that my private secretary, Mias Eubanks, was being paid by ms a salary of \$175.00 a month for a partod of ten months her time had been exclusively con-sumed and tat I had no opportunity of using her in my private business whatsoever, that I had contracted to pay her \$175.00 month and that If under the cir cumstances and considering the arGuous hours that I had devoted

of the rendition of the bill

which was paid ma for \$750.00 n; whatever the amount thereof may

he, as special stanographic ser

in the city and the services that I ad performed and the evidenc know it. had secured, documentary " character, from the archives of the Seminolo County Bank, being invaluable evidence in the case o the Cil- against the Chase Na. on your advice was not true? tional Bank, was worth anything to the City, if they felt so disposed A- I repeat it, sirand would pay the ralary of my

stenographer for a certain perio A-Yes. of time it would be entirely antiafactory to me, Upon making that statement I was informed that I was generous, that they had expected me to render a hill for me ressonable amount for services performed, and they most

generously complied with my request and issued a voucher for my telief to reimbure me for money expended by ma for special steno graphic services performed for the tity floes that answer your ques-Lion 7

A-1 think that covers shout all the ground my question covered This Chass National Bank sult, these documents you copled were in that suit? A-What is that?

Q-The documents you copied were they for use in the Chase National suit?

A .- No. They were at that time as a matter of information to the city commission. At that time the Chase National Bank suit was not even contemplated. At that time it was not known that the Chese National Bank had any claim against the City or hell securities. Q-Do you mean that after the

minole County Bank failed that the City, nor any of its officers new that the Chase National Book and some of its bonds and

Population of the point of the point and population of the point of th

claim against the City I A-My answer to the last quea-tion was that at the time we procured this information from the files and archives of the Seminole County Bank a suit by the City against the Chase National Bank was not aven contemplated. That

SPICE UP I

tent irrelevant lo flank of New York shout a week after the failure of the Seminale and Immaterial; and secondly for dicts of the juries were, in these County Bank advising that they the reason that this is a letter cases that you had . . . . Is that

thereof by the City. person may have done with ref-Q-So thatt at the time these ereure to a letter which by chance investigations were being made in got into their hands has nothing the Seminole County Bank, you did to do with any of the issues in 'mow that the Chase National this case, as I undertand it. Bank had a claim against the ITHE COURT: Objectior, bus-

"ity 7 A-1 hid reasons to believe that Exception noted. MR CARSON: I maked hig if h they did, but I did not actually did know

Q-You stated in your direct testimony, as I recall it, that th statement in the Sanford Herald that the Hutton Claim was paid

O-May I have that exhibit?

(Thereupon Exhibit referred t was handed counsel for defendant) Q-This is a copy of your opinfon on that matter, that' was

substituted for the original cord of the city. You recall the upinion. (by you? A-Yas cir.

Q-By that opinion you did ad. vise the city that the claim of the the bank closed. Hutton Construction Company was

a valid and legal obligationn of the city, did you not? A-That was a conclusion of mine and my nesistant, but if you will read the opinion you will not find that either myself or my andstant recommended the pay-

> that for the city commissioners, for their determination as an administrative function on their part.

We merely declared that in our opinion the items under consideration constituted a valid and bind. ing obligation of the city. Q-You don't tonsider that a

mounts to the advice to pay it? A-Absolutely not. The worblage made to your last question, my and English contained in that thought was that the question as

opinion speak for themselves. Q-Weil you had siready con-sidered, is the reason I was ask. tion 1f the paper alleged to con-Q-Well you had slready coning you on cross examination.

-I placed no construction on it, sir, other than to state what was said in that opinion.

Q-Now then, you also said that the Chase National Bank did not business 7 lend any money on any opinion of

yours. A-That's correct, sir.

Q .- This photostatic copy, Ex.

hibit 5, that is in evidence, is an opinion of yours which advised

the Seminole County Bank that certain certificates of indebted.

O-You mean when the Seminot O-You mean when the Seminot Ownity Bank failed it was not idebtadmean, constituted a binding a bilgetion of the City of Sanford.

County Bank advising that they the reason that that is a first correct to the correct of indeptedness of the City of San-Seminole County Bank and A-In orti, Florida, aggregating \$600,- nut to the Chase National sir, 100,00 and demanded payment Bank, and what any third Q-And A-In all cases that I recall, yes Q-And you still consider that

your advice to the city was round? offered Judge Herring \$1750 to settle his claim, and he wouldn't accept it, and the jury awarded him \$1300 and something. He was tained to the question as framed.

claiming aix thousand and some odd dallars. Q-You were representing the

Q-These condomination cases.

THE COURT: Ever? MR. CARSON: Yes.

A-Yes sir. THE COURT: He might have Q-And you advised them to pay more than the jury awarded? later. Objection sustained in th A-Mr. Herring's claim was question only in its framed form

rity?

something in the neighborhood 'of Q-Do you know whether after 6000, I recommended to the city November 4th 1026 and after the closing of the Seminola County that they pay him, an I recall \$1750. And the case went to the Bank the original of which this Exhibit 5 is a copy was in the po-session of the Chase National jury and the jury awarded him less than that amount.

Hank or He attorney? A-I don't know.

you said that in every case you had advised the city to pay more Mit. LANDIN: We object to it because it is immaterial trrelevant than the jury awarded. A- I didn't say in every case, I and incompetent. He says its after sall in every case that went to

MR. CARSON: We and not trying the cank case. If your Honor thom.

Q-Well, of course, the compariwill let me explain these questions? On direct testimony Mr Landis real a letter in the Banford iterald with reference to us to whose advice or opinion the yesterday that the money that Chase National Bank loaned mon-Judge Herring received from the ment thereof by the city. We left cy to the Seminole County city was paid by the city to you lisnk on the strength of did you not? Or did you? C . don't these certficates. And it was you know its a fact .hat the woucher was drawn payable direct these circulates. And it was on this advice the Hutton cer-tificates were paid, On direct testimony Mr. DeCottes did not to Judge Herring? A- Yes sir. I handed him

essert ther, was no such opinion or advice of his. voucher. Q-But it didn't appear on this THE COURT: The thought in

abset at all? my mind, Mr. Carson, is this: As A-It was charged to my acsaid in ruling on the objection count.

Q-In this audit here? framed as to time was improper. A-As I understand, yes sir. Q-Let's see if you can point if out. tain the advice ( about which you

A-I am not an accountant, sin are inquiring was not received b. You will remember that schedule Chase National Bank until after you have there covers every item the Seminole County Bank had of expenses, attorneys facs, and

miscellaneous items passing becom, a defunct and non- going through my hands for a period of MR. CARSON: Well, your

Honoy may have some idea about that, ..., I don't know. I wasn't going to ask him if they ever had light their possession.

THE COURT: Not but we are referring to this particular ques-

MR. CARSON: Then I ask bim When. THE COURT: Ym, but

you

WE BE THE LEVEL BEEF IT & OTHER LINES A STATISTICS & ALLEN ( CALTURE )

-we had come to an understanding advice of Gaylord Cummin, who with investment bankers that we had been brought down targely onomic survey of the city. He made it. He consulted with me daily, on infair because it assumes a mat-A-Yes sir. As an illustration, sulted with the auditor. And he consulted with me before he wrote up his report with regard to the apendice in the report with regard to the question. ab-ralled flutton claim. I furnished MR. LANDIS: Well up to that corroborated testimony given by tensively grown here. MR. LANDIS: Well up to that former Mayor Housholder to the unality of the opportunity is here. All time in my possession with refer-numen that Mr. DeCottes was effect that he had never found that remains is for us to take ence to that claim, and other diaims. He rendered his report. largly

Q-The question was. Do you know when the original was filed mental in bringing Mr. Cummin

in the city hall?

survey, and he went away, and ing Mr. Cummin to Sanford. He within two or three days after he came to Sanford at the primary within two or three days after he came to Sanford at the primary Plaintiff's counsel asked the home movie owners. left he mailed the report, as I re. suggestion of the investment bank-call it 1 should any within thirty ers of New York, who were going caused a "pyramiding of the something to get southing to get south days after my return from New In send him here, and did send him city's bonded debt." but was York-on the trip by me to New here, regardless of whether the prevented from getting an an-York, very shortly after the Sem-incle County Hank failed. At this time I cannot recall the precise in other words, the investment time.

Q-Who employed him for the and other representatives of the trial. We settled quite a few of City of Sanford? ity of Sanford? A-The commissioner who was dependent upon the report of Mr.

with me at the time, if there was Gaylord Cummin as to w son would not stard unless the une present...and the investment not they would further finance the figures to a question put by mot they have a set of the city. If the commissioner of affairs of the city. If the carson, said he did not know that Mr. DeCottes had been at the city was present with me is Q.-Then is it true that you were to may for Hutten as late as employed him there on behalf of not largely instrumental in bring. forney for Hutton as late some of these trips to New York bandying words. I was accompanied by one or more MR. CARSON: No: If that is DeCottes' mission was to nego-commissioners, and on other trips the best you can do we will let it that is indebtedness. He said

commissioners, and on other trips the net you can no we will be interested in the interest of indebtedness, such and the commission of the interest of indebtedness, such and the interest of indebtedness of indebtedness, such as the interest of indebtedness of indebtedn recollection at this time whether in the initial conference with Mr.

Commin a commissioner was pres-ent with me in New York or not. I could by going back to my records.

Constant and the with the stand on further question in the stand of th

would pay half of his feathey your instrumentality, did of its issues of July 31 and Aug. would pay half of his feathey your instrumentality, did of its issues of July 31 and Aug. in 1929. If sallines over litorice half only been here a few years conc.rning the present trial were but the the fiber a few years

ter that is not-THE COURT: I don't think, Mr. Landis, that he had finished bis was "prompt and diligent" in rencorroborated testimony given by,

instrumental in bringing any instances in which the city al-mmin here, and as I under. I rney had given unaound advice the keynole of his message. Mr. Cummin here, and as I under and I have a copy in my file, and stand it is not true, and further- to the Commission. No recalled the original is on file in the city more it is a question for the jury. that on one scenelon, when num-Q-Am I to understand, or is it

to Sanford?

A-1 didn't quite complete my A-1 don't know what you un-enswer. I think it took him about a derstand, air, but it is not true that week or ten days to complete his I was largely instrumental in bring protect against a certain proposed caused a "pyramiding of the city's bonded debt," but was

n. an objection of the dofense. He never attempted to dictate the Commission Idke Mr. Miller, Mr. Chase.

the city, subject to the confirms-tion by the city commissioners, up. A-I have answered your ques tion by the city commissioners up-on my return I can't recall which, tion to the best of my ability, Mr. for this reason, Mr. Carson: on Carson, I do not see any use in attorney's visit to New York in June, 1927, accompanied by

ment at this time casion was to "sell securities to THE COURT: The Court has ward off a threatened default.

already suggested to counsel Mr. Chase admitted that the that replies to a witness answer are not necessary. If counsel is not astisfied with the answer of Bank. He said he was a bood

through my hands for a period of five years. Q-Fayable to you. And this check was payabl to Jidre Her. ring. That's what, I am asking you about. A-As to an analysis of that statement, I will have to refer you to the auditor, air. I didat period of fivy years, that the first we commission of the city to pay one all my best recollection, after a period of fivy years, that the first we commission of the commission of the city to pay one all have to the desided geen by a ma-period of fivy years, that the first we commission of the commission of the city to be desided geen by a ma-former of the city to pay one all former was present Mr. Buses Eldridge, Mr. Nat G. Wag-mer of the city to pay one all former was present Mr. Sumes Eldridge, Mr. Nat G. Wag-mer of the person of the presence of the person. Sume of the person of the person. Sume of the person of the person. Sume of the first week and the person. Sume of the first week former was present Mr. Sumes Eldridge and Company, Mr. Sumes The Here was the person of the person. Sume of Eldridge and Company, Mr. Sumes The Here was the person of the person of the person. Sume of Eldridge and Company, Mr. Sume of the person of the person of the person. Sume of Eldridge and Company, Mr. Sume of the person of the person. Sume of the person of the pers

(Continued From Parein, letter from II. J. Lehman ....

Yesterday afternoon Commis-signer S. O. Chese toutified that he had always found, Mr. DeCottes agricultural possibilities as does was "prompt and diligent" in ren-the Sanford section." He coup-crated a number of crops which can be but are not now being egthe Sanford section."

Several hundred feet of film. showing arenes in and about Sanerous municipal improvements ford, were shown the audience shrough the courtesy of J. L. were in program or being con-Marenjette and Charles Swinney. templated, Mr. DeCottes had filed Mr. Holly said an investigation with him and had made a public was contemplated, looking ward the possibility of circulating this and similar films throughout

the country for the benefit of bond issue in excess of \$2,000,000. 'Sanford ought and can be something to get some of the here every winter by the tourists," feclared fresident Marler is openswer by the court's sustaining ing his talk. He said this also said that Mr. DeCottes had possesses all of the natural recreational adjustinges of in any of

ther Florida city. He esti-nated that If a group , of tourists, sufficient to fill all of Sanford's vacant apartments and Actel rooms, could be induced to' ome here fur a three month perind each winter, they would leave stween \$150,000 and \$209,000 June, 1927, Questioned about the

city

each year. The speaker spoke of the new the then Mayor Porrest Lake, the witness said the purpose of Mr. cessity for a tourist camp and other facilities, and reiterated the contention that Sanford phoutd Defottes' mission was to negoalso advertise liseig as a tourist playground, Mrs. A. W. Knox. playground, Mrs. A. W. Knox read from a paper, declaring that the believed a revision of the Chamber of Commerce bookst should be made to incorporate views of a number of other beauty spots, to note many of the recrui Mr. Chase admitted that the he Rer. Mr. Marler, and to make the pamphlat in general an all inclusive handbook of what - San ford has to offer. D. L. Thrasher read

from the president of a southern wholesale hardware tern, in which the writer ed his unbounding faith Flor-ids, and described the present de-pressing situation as only tem-porary. Mr. Thrasher acts after o years residence he still

GROVELAND-New store opened for bu Burgham building.

TALLAHABSEE -

faith in Sanford.

1005 Chinderway on

AGE TWO

### Stenographic Report Of Libel Action Against Sanford Herald

financial expert.

Laind the peralimph I' bava to be a special question to be a special question of a year and this should not be indirection construction of the little construction in the investigation clearly built is investigation clearly built, it there means to be any built, it court determination of a city's liability should be

the report before it was written because Mr. Cummin consulted ith mg and stated that he was a civic doctor, so to speak, and an intercontant, and that he did not

legal questions, and that in or of his investigation information had been such to his attention, and in a report which he outlined to ma then be said he would refer is specific voucher, and gave such information as he had ble to procure on the leads the had given him, and request-me upon receipt of the written nort to bok into the legal ques-ns it any that might be involved, to make a specific report to ty thereon

You testified on your direct in the office of the Sanford and in one with Mr. Frank and indextand it, and one as as I understand it, and one Mr. Frank Miller, at both or of which Mr Rolland Dean and full I had done them wrong I was raid . . . . one with Mr. Frank The Berg were present. Do you inen enough to spologize. And then, as I said yesterday, I went on fair of this first one of those on to explain matters upon which we were not in agreement, that

A-I can not at this time fix is, matters being hundled by me in approximate date of the first my official capacity as city at-farence. I fix the approxi- torney, to which they took exconfetence. I fix the approxi-torney, to which they took replies date of the second confer-ence, at which I went there with Mr. Miller, due to the fact that I columns of their newspaperad returned from New York and also further recall that at that my house on fire upon ar- conference the question as to the fival home, which was around the percentage below par for which art of March, and it was a very the last is up of honds had actuthere there there that I went nlly been sold, and in the conver-Her and Mr- Housholder. 1 Luke had represented to them that ther fix it by the fact that Mr. the bonds brought a certain per-lier mat me at the train upon cent of par, and 1 stated to them my perival in Sanford, to get in that conversation that Mr. Lake Simil-hand information from me was incorrect in the statement to with regard to the Chase National that effect, and gave them the Bank mult that had been insti- exact figures. In other words,

Carson had been question-Mir DeOottai relative to the present of Osylord Come-financial expert. The dird the persylraph I'here I will read it again "There to be a special question to be a special question to be a special question

A-Yes sir.

Q-Was any mention made of this-

Q-But if they print your aide A-And I will ray this, if I A-And I will ray this, if I didn't say it yesterday. . They add they tried to report it fairly, and that if the reports were restrict liby's liability should be were the report of his report at the more you and Mr. Hoggs advised more some was a valid claim against matter appearing in their paper. And in the report hefore it was written because Mr. Cummin consulted the me and stated that he was a A-it is not a retraction or Q-Did you ever make any pub-Q-Did you ever make any pub-tic retration or apology for call-ing it a dastardly yollow sheet? A-No sir. I made it to them. I have had no occasion publicly-Q-You didn't make it publicly? A-I told you I apologized to both Mr. Ibean and Mr. Burg in that conference. It was public, in that Mr. Evans was present. Q-llow many people were present when you made the origthelle meetings that we always A-I don't know girversion of what really took place . . .and they denied that they Q-Ifave you any idea? A-Oh, three thousand, possibly

so reported public meetings. Q-Was anything said at this peats conference about the small town edition of William Randolph Hearst 7

A-Yes sir I apologized in a malter of conjecture or opinion. I told them that undoubtedway. I told them that undoubted-ly they felt harship toward me because in the heat of a debat- I had referred to them an a dastcould make any further comments ardly yellow sheet and a small town edition of William Randotph when we were getting together, as I though gentlenen and hon-orable-men, to patch up our ail references, both aides giving and Hearst, and that if I had done faem any injustice I was man enough to apologize and wanted to wash the whole matter out, and that as far as my public carver was concerned that I had

declaration is based on the news-paper of July 14th, which is your reption and to which they had re-ferred from time to time in the lated statement of amounts that they said the city had paid you 1 Lake had represented to them that you consider that was fair? if you want my opinion,

9-Yes? A-if they had accepted the

iderable is sensitive figures upon which that no Sensitive figures upon which that no Sensitive figures upon which that no Sensitive figures upon which that sees a calculation was made. I even took with me, Mr. Carson, my ray it office file upon that particular received no part of, and had ac-tree with the fixed agency contract paid to published by them consisting of the adder... in New York, and explained to them that the bools could not have that the books could not have matter; but they derided that transaction in my career as an at-been hold at a price less than far, and t, they questioned at and critist torney and I could not say definbeen sold at a price less than par-and showed them the , award of sale, or, if I didn't show there a ropy of the uward of nule, ex-plained to them the award of nule been submitted to them the number where the sale of the bonds had been submitted to them to make where the sale of the bonds had been submitted to them to make there awards of nule been submitted to them to make there awards on the basis of 100 them a method of a very and a very and been awards of the bonds had where the sale of the bond of a bond of a bond of a very and a been awarded on the basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a basis of 10 more a period of a very and a very and a basis of 10 more a period of a very and the very of a more washed to go over a more vital a more very and a very there are and a second there is went over there with a more and of any atterney to base an entire washout of any it for an analysis of ny account a perpare, and shown in the part, and to be it it be a closed and shown in the and in any repeat to a matter of a mutual friend, as represented by the and in any repeat to be went with a base that and edulars a of the City of Sanford, Florida is an wat to say further was an and is not be base and it not any atterney the wast and a shown in the and in any repeat the charter are property and dollars a start of a mutual friend, as represented by the wast that take any part. dastardly yellow sheet, hadn't act of a mutual friend, as represented by Mr. Evans . He add shows that rather than respectively of the City of Sanford, Florida and take any part in procuring year that I was getting slightly the pasage thereof without propria dastardy yellow sheet and a mid take to taik with me and be the city of the formation of William would like to taik with me and be he was arting in that equality in excess of eleven thousand. And would like to taik with me and he was concepts dubines as the lay that t do not con-whether he could ever induce me that tatement.

cident and a washed-out trans-action when I left. On Is it true, Mr. DeCottan that male Chief Justice Taff of the always after to they would prist Sintes, and chiudly a miley in suband that you would offer to Sintes, and chiudly a miley in receiving a salary from the city a washed-out transalways after tost they would print apploing that you would offer to them cu your side of this trans-action 7 A.-Oh, they'd do that and then how shout it and then a sum greater than was paid to the governor of the State of Flor. ida.

A-Oh, they'd do that and then any they are fair, yes air. They will print anything you send over there tradicting a statement they have nise, and make no commant on it. ....Q-You were receiving a sum print an article con-tradicting a statement they have nise, and make no commant on it. ....Q-You were receiving a sum print an article con-tradicting a statement they have nise, and make no commant on it. .....Q-You were receiving a sum to their paper. .....Q-Not is the way of salary.

A-No sir. Q-I beg year parden? A-J said No sir. Q-Do you know what the sal-

ary of the governor of the State of Florida is? A-No sir.

Q-It's about \$11,000 a year sn't it? A-No sis. It's \$10,000 I think. think its reduced to \$9000 now. Q-llut you testifted yourself that you were receiving as fees and compensation more than \$11 .-

A-I think it said-that article -"(lovernor and Attorney Gen-eral." I am not sure. It makes no difference. Yes were asking me my opinion and I have been rying to give it to you.

A-On, three interaction i should imagine Q-Do you think that retraction or spology to them in the privacy of their office is sufficient? A-That would be purely nd issues ? A-Yes sir.

Q-1 am asking you your opin-

A-I don't know whether

Q-Did you have anything to do with procuring its passage? A--No sir. The Legisle The Legislature the act based

Q-I rather imagine it did you read the question Icase ?

taking. When I showed I had no animanity to them as publish-ers or men, and when I thought d the net.

Q-Will you read the question again, Mr. Reporter? they took exception to my remark made in the heat of debate, and was assured that they had no in-

teation to bound or censure nie or question more explicit . . . I can. | porting data showed that the ou.criticize me in any manner, and ot an wer it more fully than I

wanted to be fair. And as I left MR. CARSON: Your Honor. 1 the office they said, "We are very sind that you have come over here answerd. with Mr. Evans and we hope we THE COURT: The witness has THE COURT: The witness has

in a different furm.

A - If it will be any peneric to the supervision, and spectration proposed amendment, and that it cally under the direction of Mr. Raymond of that firm who help-Exhibit 2, and there was read to the jury from that a certain labuwont to Tallahansee with the proaccompanied to Tallahasaev by the mayor of the city, as I recall and that was the last of my activity Then on July 19th the Rall and Pentland sulit that was offered in connection with the matter. Q-What did you do when you in evidence here this morning was played up on the same space. Do got there?

A-I turned the measure over A-No sir. I can answer that, U Maybr of the city? >

A Mayor of the city. Q What year was that? A t dou't recall sir. Q Do you recall what the limit was before that anondment?

LD, SANFORD FLORDA HONDAY, AUG. 5, 1925 000.00 certificate of indebining and of \$100,000.00 Frs Biation authorized by applied Act or 10 and board and and a strength of the series of the first of the series and minite board arguing from this the records of the bibling store transmitter and the series of the bibling store of the City Hentific the series of the bibling store of the City Hentific the series of the bibling store of the City Hentific the series of the bibling store of the City Hentific the series of the bibling store of the City Hentific the series of the bibling store of the City Hentific the series of the bibling store of the City Hentific the series of the bibling store of the city and the series of the bibling store of the city and the series of the city correct and the series of the series of the city correct and the series of the city of the city correct of the series and the series of the city of the city of the city correct and the series of the city correct and the series of the city correct and the series of the city of the city correct and the series of the series of the city correct and the series of the city correct and the series of the seri

that I can say. Q-Is the letter on page 200 transcript. In other words, after the enaction of the original reso-Q-Mr. DeCottes, did you draw Jution authorizing the insuance of signed "George A. DeCottes" the smendment to the city charter \$210,000.00 in certificates of in. which ends "Please destroy all of the City of Sanford lifting the debtedness under this aperial act. debteiness under this special act, minutes of the meetings of the 1 had to have supporting data 10th and 1Ath of June in your over the signature of the City possession 7"

Clerk showing that there were at the time of the authorization out-A-Yes, absolutely, I wrote the letter and the letter is pasted in standing, definement and un-paid principal and interest on said the book.

Q-From New York? inving special micessment bonds in racess of \$210,000.00, the data was supplied no by the Clerk and A-No, I think it was written May have here on my return.

lease? / (Question read). A No sir, the legislature pass-d the net. Q--Will you read the question gain, Mr. Reporter? (Question read) A You will have to make your retired to New York without porting data. Upon arrival in New York and upon submission of the data to Caldwell & Ray-westion more explicit... I can-porting data showed that the out. A That refers to certificates to more data without was back by July 5. Q--So all this about the letter in time for July 1st., that does not appear? A That refers to certificates the sup-to the data of the sup-to the s of indebtrdness, not the sale of tanding delinquent items to be bonds.

funded by the issuance of these Q -- But that does not appear temporary certificates, were \$161,the books an you said it did was for \$210,000.00. The pro-does it? A-I assume that it does.

tated that he could not. Put it New York. They were so re-G-Suppose yoz book at the draft in the offices of Cakiwell book to find out. (Witness ex-A-If it will be any benefit to a flaymond and under their direc. amines book for short time) A-What is if you wish? Q-You said in reply to my

question about a letter from New York that you hid sent from New ed nos and who dictated as I re-call now, the letter of instructions or telegram to the Clerk, the cor-rect papers were sent back to the City Clerk for certification with and had then substituted for the stand that I did not find the item

new ones, I mentitized n<sub>2</sub> amount. You asked permission to refer to the minute book and I told you that the pages I referred to was Minute Book 2 beginning on pages 203. I personally nonlighed note-

sir, the transaction you have in mind to whick you called my at tention with regard thereto was minute Book 2 beginning with what page? what page? Q-Page 203.

A-Is this the minute book you

question.

City Clerk for certification with and had them substituted for the instructions to either insert or 1 eld minute, that were all mark-brought them back and inserted on the oright them back and inserted on which reduced the amount of the souther in the book and which reduced the amount of the souther is 1216,000,00 to \$161,000,00, and the certificates of indebted and \$161,000,00 erificates of the de-in those minutes, I was in error in that regard, shr, due to the fact that I was more or less tired and suffering with a headwhe and sorking with a beadwhe and buy fat when we needed the money. After the adoption of this to the financial affairs of the securities of the City of San-City of Sanford, Forida, I gave ford or any other municipality my answeis without tef-rence or county on the un-supported to my own file and with ut ref. opinion of the attorney reprethe former minutes?  $\Lambda = I$  don't recall whether I did. MR, LANDIS: Objected to is the letter is the lett evidence. MR, CARSON: This is the letter evidence. Q = Yuu can call the fill of terence to any records for an senting the municipality offer. intrem of more then two years. ing the security. Your opinion, that the certificates of indebted, or rather the opinion of that at. MR. CARSON: This is cross examination. THE COURT Objection sus-tained. Exception for defendant. THE WITNESS: A 1 would his permission as a matter of permenal privilements in a matter of record evidence of the a matter of permenal privilements in a matter of record evidence of the a matter of permenal privilements in a matter of record evidence of the a matter of permenal privilements in a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit that is a matter of record evidence of the submit the record of the submit that is the transaction involved evidence of the submit the transaction involved evidence of the submit that the transaction involved evidence of the submit the transaction involv upon refresting my mind from the the investment bankers. I, there-records I find that the transaction fore, had to carry supporting of indeficiences crightally an resolution and the certificate of authorization of \$214,000.00. I find kere ty refreshing my mind from these minutes that on June the New York investment banks.

# you give me sir, the reference to the book page about which you asked mai Q-1 will re-aiste the situation. I asked you yesterday first, if you had ever drawn minutes in New York and sent them to the the former minutes and substitute new ones, I mentioned no amount. You asked permission to refer to A-Then as I understand you, have in Hours a the state of the signature of the state of Forda. House Bill No. 1712 is an Art to terest delinquent on street paying and other special assessment bonds; therefore the City Com-mission as expressed by these refer 1)? (Exhibiting to counsel for def.mdant Book 2 of the City of Sanford). Q-Yes. A-Is this page 203? Q-Yes. That's the page I told you I had seen in reals to realize funds to sup-nly their deficit, as recited in these minutes, of \$214.000.bg, which would exist July 1, it was Q-Yes. That's the page I told you I had seen in reply to your question. A-Now, answering your ques-tles as we had to offer. It was

#### THE SANFORD HERALD, SANFORD TLORIDA MONDAY, AUG. 5, 1925

in which I had the conference with Mr. Miller and Mr. Housholder aut I . . . . just a hare guess on my patt

Q-That would be in 1928? A-28, yes . . or it may have been in the latter part of 27. know it was after The Herald had beging its attack on me. And as I said the other day upon the stand, the purpose of the conferance as arranged by Mr. Evany was to make peace, and he was officiating us a peace maker, trying to bring together and have a complete understanding between poople whom he termed as his retual friends

Q-You had in August of 1027 referred to The Herald as a dastardly yellow sheet, hadn't

Ramkloph licarst, which has been was some could ever induce me that care attick captained all of Q. The question I was trying to for prover there. I had lived in the Q. The attick captained all of get, I might not have asked it this county close models at expensive? That, didn't they that the property was as to whether in this county close models at expensive?

its I know my honesty and in-A-They began their attacks on me abortly thereafter They hadn't attacked my in any way prior to that time. . . in any appreciable smounting to anything . . whose or gloup from the reading thereof epiblin I regarded in any respect, in other words. 6+214+B

- How long a time after that Q The questions they a ked you wes it?

A-I can't recall, sir. The that day, were they official and opers apeak for themselves, sir. nubbe matters, or were they your read seconty odd papers here personal mattern? which refer to these various items.

Q-You and Mr Evans went to The Herald affice to make peace.

yma said? -1 didn't go there. I hadn't your month . . And did you get the impression at the conference

and any row with them, sir. 1 went there as a friendly set and to comply with the reasonable repitited interest? guest, as I may it, made by my friend Mr. Lyana whom I was maving in a quasi-official capac-More and I was the allouncy

a public official, and having county commissioner veyor of news, that they wanted to official, and having to be fuir and impartial, they had

mught it well for me to go with infly pleased that I had drigned-

in this community by myone reader of their paper rolld gain ment was decided upon? is that it was pail no as an at-toineys fee. The title is "De-Cottes Receives \$20,000 a Year.

City must hire other attorney for Jax pays their city mutation for the city and returned them to the City Hall 200." And other similar heat here with instructions to tear out A They were with reference to the alfalise of the city, size Q-And you got the impression with the answer in Q The fact is that Sanford Q The fact is that Sanford You are asking for my opinion new?

paid to you twenty thou and dol- did that?

A-No sir; it is not a fact. that their interest was a public Q I didn't ask you whether you

pirited interest? Q = 1 diff I as you whener you tender you ten was by the board of county commis-indication and outside of my per-said that they were comparatively of the more with Mr. Re-of the more with Mr. Re-of the the more base of duty and want to misjudge me har an outside it, or how t received it was to mismediate. this of my personal that they were comparatively received it, or how t received it, or less a duty and want to nisjudge me nor any putring will have to roter you to the auditors of the report. But I did not not commissioner veyor of news, that they wanted the grots amount thereau filicial, and having to be fair and impartial, they had welfars of the community at rest. In his sound judgment, he injustice, and they were particu-aght it well for me to go with in and his Berg, why I thought is and his berg, why I thought be were the word deigned—that is and his Berg, why I thought be were particu-in and his Berg, why I thought be were particu-in and his Berg, why I thought be were particu-in and his Berg, why I thought be were particu-in and his Berg, why I thought be were particu-in and his Berg, why I thought be wanted to go over with his be were part of the florald to publish is an and talk with them; that the part of the audit of Hall had agreed to go over with his be wanted to be fair on the prot of the audit of Hall had agreed to go over with his be wanted to be fair on the part of the audit of Hall had agreed to go over with his be wanted to be fair on the part of the audit of Hall had agreed to go over with his be and the part of the audit of Hall

is and tak and confer with Mr. Is and Bir Barg, why I thought is amount of \$181,000.00, with Me Synam and tak with them; that the part of the iteraid to public the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to public bins and tak with them; that the part of the iteraid to plation and featand; and feate of ital the report of the face of ital and featand; report that i was A-Yes sir. Yes sir. That's is any, I thought it was a closed in<sup>2</sup> A-Yes sir. That's

Q .-- While those records are com-

A No sir. Their first publica- you and the City Commission before the dratting of the amond

A - Certainly, sir. Q - Now, Mr. DeCottes, do you recall any occasion when you redrafted any minutes of the City

here with instructions to lear out lines, and similar reasing matter, the old minutes and put in the

A-Yes.

Q-Who-was with you when you

A-I think Mr. Lake. I want to answer the question, I don't want it to go to the jury that way. Q 1 will allow you to explain it. Do you recall about when that was?

A-Yes, in July 1927. Q-And the minutes that you sent down to substitute were torn

A-In New York City, and may say under the direct superwell & Raymond who were passing on the validity of the transection in question.

U-Were any of the committee aloners present except Mr. Laks? A-Mr. Laks was the only one

A-I am preity sure the same ing over I will ask you this ques-tion. Did you in your letter to the clerk instruct him to destroy 00 worth of certificates of indebt-

A-1 would like permission as a it is a matter of record evidence matter of personal privilege to and if coursel wants it is up niswer, if I used the word bles troy' I meant to obliterate them TILE COURT: Would it not that it was on the same occasion it, would it not be projer to pro-that this transaction happened dure that in rebuttal to contradict

that this transaction happened dure that in rebuiltable contradied that I transaction happened that in rebuiltable contradied to withes. the proceeds derived at that time the evidence of the withes. The proceeds derived at that time the CARSON: If it is in the book he should be able to find it, as a matter of personal book he should be able to find it, as a matter of personal to the City of Sanford to furning data, and the evidence of the securities of July 1, 1927 ing in order to give the witness of the securities of July 1, 1927 ing in order to give the witness of the coursel will willingly consent, in this resolution to an amount of at least in excess of \$214,000.00, I directed the filerk coursel will willingly consent, in ing in order to give the witness of order that my testimony may be may the will have been an opportunity to locate the fully understood and comprehend. The Course is the fully understood and comprehend. The Course is the fully understood and comprehend. The course is the fully understood and comprehend.

THE COURT: Gentlemen of the physically impossible for me to have gotten on the train, and jury, we will take a receas until come to Florida, get the corrected 9:30 temorrow shorning, you will minutes from two of three com-missioners, one being with me in structions with regard to your New York or mailed them down conduct and mental attitude to-

here and awaited their return, it wards the cass which the court would have been three or four has heretofore given you. deys before they would have THE COURT: Cemteren of the

knowledge and with the approval of Hoffman & Wood, representing structions with report to your Eluredge & Company who pur-chased the certificates, and under conduct and mental attitude tothe direction and approval of wards the any which the Court Caldwell & Raymond who were has beretufore given you.

the approving attorneys for the APTER RECEBEL THURSDAY City. Q-You did it in order to have MORNING, AUG. 1 1929 Court convened at U:30 A. M.

them back on or about July 1st? A-Yor. The look and page to Jiry miled and announced in the The case proceeded box. which you refer is another follows

action which also took place at the FURTHER CHOSS BEAMINA. same time which was regarding the sale of \$100,000.00 City Bulk-TION OF MIL DECOTTES! HY ME. CARSONI

head Improvement Bunds and S100 000.00 Fire Station Bonds as I recall. (After looking as minute Adjournment jesterday afte near I had asked yes to point out in the minute books of the City of Han-ford Florida, the minutes, with re-gard to paving contificative of D certification of Indobtedness rither, in amount of \$181,000.99, which you said you had ministed in pro-running to but station out on the fave of it and new ank you if you p have found th test minutan? book which was produced in court troom) , I egain repeat that these entries refer to the sale at privat-sale in New York of \$100,000,05.

sutherized inue of Sibo,000.00 Fire Station bonds and \$100,000.00 Fulkhead bonds. The authorization

Mhi, the City Commission are that there was in truth and adopted a resolution. . (I ask for the \$161,000.00 Curtificate of Indebiedness File), . . (Same was obligations of the character dehandad him) . . . . writed in this resolution to an

which he did, and, as I recall new, there was no total to his figures. Upon arriving in Naw York: and because, we were crowded for time, not waiting to attempt a negatistion of the securities. I proceeded to the offices of Caldwell and Raymond de to the bir this jury, and that they may York: and fully appriciate the significance of the matters, about which I am tratifying, that the origones to which I have just referrie involve ing the original authoritation of and delivered them a transcript the \$214,000.00 certificate of in. of the entire proceedings and of the cutirs proceedings and supporting data and stked their debtedness be read to the jury, because it is all involved in my statement of the transaction, and to give me preference beenose of the shortness of time, and to gotten back there, and what I did Jury, we will take a recess until statement of the transaction, and I did under the direction, with the process of the same the jury cannot understand what knowledge and with the approval be at licency under the same in- I am to tell them unless they know what the minutes in qualion contain.

MR. CARSON: That is part of the plaintiff's case, we are now on real examination of the plaintiff The proper time and place to put it would be on re-directs however, if he wants to interrund his cross-cramination and have be own counsel read it ] will wrive the order of taking testimony; MR. LANDIS: (Reading from astron. block 2 of the City Count. mission of the City of Sampird,

(Interest courses read to jury), Resolution following that a pare 205. The red ink estaind across the

ary d

Continued of pl

the shortness of time, and to either approve or disapprove the proceedings and reader their option: thereon; that was ten of dok in the mousing, at three ortack 1 returned and they wild "Mg: DeCattes, pour proceedings are regained in there has been one contactor, we have had addal on the adding contacts the total amount certified to be past due for principal and the total amount certified to be past due for intersit on the class and character of chirguitous referring to in the indome isom only total in the in the indomesian only total in the intersit of the series and the in the indomesian only total in the intersit of the series and the intersit of the series of the the securities of the kingt and the securities of the kingt and the securities of the title; natore that you are alfer provided the offer does not matthe that you will have based with the two will have based with the two will be ball after jung it, recently ball after jung it, recently

Q-Mr. IMOrtin, at the time o Mar da per- 206. (Copy Mintes). adjournment jesterday afte noor

Then follows the form of the interes cospon ..

#### THE BANFORD HERALD, BANFORD, FLORIDA MONDAY, AUG. 8, 1935

## Stenggraphic Report Of Libel Action Agai nst Sanford Herald

(Continued From Page 2) . Identification and plaintiff's exout on July 1st As a law the proceedings are certi-| MR. LANDIS-Not as a plainfied to and if the investment tiff's exhibit, bankern will take my qualified . THE COURT-Mark it as Ka-opinion that these minutes are to hibit A for identification. As

aubstituted with corrected WITNESS-(continuing) Now minutes as to the amount of remember, gentlemen, New York the delinquent items Leing \$161. instead of \$214,000.00 is a city of great distances, and a no reason we cannot if you want a conference with a matter up and so as. In investment banker there, and 00.000 there is no elear the ma clear the matter up and so as sist you in daying the meny in investment banker there, and time to meet the oblightions on July 1st." After that was done i proceeded to the officers of lightedge & Chirany, No. 14 Wall st two conferences the day is in different from a small town. We if e copy I have. . My ritained of copy I have. . My ritained of the different from a small town. We street, investment, bankers, in fact I took Mr. Caldwell over thare with nis to explain the situation to Mr. Ektredge, Mr. Ektredge said "Wall, Mr. Cald. didn't complete this transaction through Fildridge & Company these proceedings call for-thare an matter of convenience and as a requirement on my part, laftre I will consider the purchase of this paper I want be there in the afternoon . . . . en investment banker there, and part, before I will consider the purchase of this paper I want the interest rate or coupon rate to be 515 user cent and not 6 per cent, the purpose of that is that we are investment bark orm, we don't buy the \$161,000 as a permanent investment but buy it to sell to otherm as a buy it to sell to otherm as a buy it to sell to otherd as a to seven o'clock that night, and an implication here that I have the usershant rells mernhendise, one the arrangement was perfected. fallified or caused to be fallified at the fall of the seven of some one else, for which they re-ceive a commission; they ex-plained this to the attorneys rep-rescaling the City in New Yark, they already knew it, to did i, that it would be hand to dispose of this security at a higher rate and they would be mare readily marketable bearing the 51s per cent rate of interest. Mr. Cald-well said there would be note trained in New York, all of which actions from a legal standpoint in New York, all of which actions from a legal standpoint in New York, all of the city commission to the reduction of the jection to the reduction of the jection to the reduction of the und the other partles. It was a sdopted and confirmed and ap-rate of intersit caprested in the question of honor. Seconse the proved in the validating decree of face of the certificate, as it of involution bankers wire putting whoever was then the circuit judge of this circuit in the validating of this circuit in the validating of this circuit in the validating proceedings under consideration. of one per cant less than the Raymond that the city was go. Immediately upon my return from coupon rate that they were will, ing to arrange it and that the New York-the mayor knowing ing to pay. Mr. Lake was pres-out, who was then the mayor of the City of Sanford, Florida, These minutes show he had the arrangement Mr. Cadwell had mailing one copy to the Hon. E F These minutes show he had the arrangement Mr. Ca dwell had mailing one copy to the Hon. E. F. thtrily to negotists and the city with these investment bankers. Houshulder, Mayor, and the other commission delegated that right a late that afternoon I went to copy to Mr. S. O. Chase, a commisto him. And at that time we were down to rbout the last two or three days lefore July Ist. There In the offing was a deficit in transcript of the proceedings pur-cash to meet the obligations of porting to authorize the issuence the etty m July 1st to meet and sale of the \$161,000 certifinacity as irgel attorney to at. to the necessary legal details in \$161,000. I also delivered the ta amist the executive trad of executed temporary certificate of as an exhibit, your Honer. this municipality to get that indektedness for the sum above inchey to need that chigation, stard-much like a promissory proper time for that. and we were stymied. The clerk note . . . just a promise to had made an error. The interest new Eldredge & Company. \$161,rate didn't suit the prospective purchasers, then turned to the minety days. I delivered the opin-investment builter and I mys, ion of Caldwelf & Raymond, that "Ein are yat disposed to pur, chinton being date; June 30th church there certificates" or one 1027. I delivered what is known certain certificate, which was a as the "signature certificate" in temperary certificate-now re-duplicate that is the signature member, the certificate that was of the executive head of the sold was just one piece of pathity that he had received the ber, like a note for \$161,003, to it around, (hapding the jury)-to be rubatituled by that kind of an evolume of indeltadness. And furthermore, gentlemen, it ince June 15th 1927 to the actual And furthermore, gentlemen, it lines dues toth 1927 to the action 21. was a requirement of the invest. ment backers that even that substitute put t have the vali. had to pay \$161,000 with interset. backers that the substitute tother action of the start for the substitute put t have the vali. had to pay \$161,000 with interset. backers the substitute tother action of the start for the s duting decree of the circuit to the date they actually took judge of this circuit. Through up the draft, I delivered in writ-the advice of our New Yest, at ing to the Chone National Hank through my suggestin, and in tructions for further hand. Th reapon the same was filed through my suggestin, and hing the matter on payment of through my acqual tance with the draft for \$101,000 with ac-them, the New York attorneys rued interest rince June 15th traneys, as a matter of law, and in tructions for further handagreed to buy this temporary 1927 to the time it was paid, contificate of indultedness because and at the time of making the fore it was validated by the de-delivery of the said certificate of ease of this could, and with the indeltedness to see that both copwhere of this court, but with the indebtedness to see that both cop-minutes uncompleted, with the indebtedness to see that both cop-cruitation in the indebtedness to see that both cop-rould not be true inface of the intertion of the dates and minutes of the Clerk had ordered any supporting data, and at a true the intertion of the dates and minutes of the Ute data and the actual amounts paid, and supporting data, and at a re- the actual amounts paid, and sloced rate of interest, in order thru to deliver one copy of the to prevent the default tempor. signature certificate and the rein the obligations of the celpt to Caldwell & Raymond, at. city, A temporary certificate was torneys, 115 Brondway, and to did you sign this letter which apdrawr, (Mr. Spencer, come around please deliver the remriving bere and find it). A temporary signature certificate and receipt estificate was drawn, gentlemen, and the \$161,000 certificate of indebtedness was bought hy Eld. ridge & Company on the basis eidge & Company on the basis ings and a copy of the opinion ed in detail the circumstances of of eight per cent-that is, st a of Caldwell & Maymond ta Eld- writing the letter; I told you resprice which would be equivalent redue & Compeny, advising the to \$161.000 fcr-no-on the in-firm of DeCotteen & Spencer of texest basis of eight per cent .- | Sanford, Florids, thereof by that is, the coupon role was wise, stating the full amount five and a half per cent and the unid by Eblredge & Company money that the city put on the on account of the purchase of parer was the equivalent of the said cettificate of indebted-paying eight per cent for their news proceeds of said draft to accommodation, which was the be credited to by the Chass Na-bert sale that rould be made at tional Bank of the City of New best sale thre rould be made at first time. When the' was done, of course it became necessary to ret the conditional approving patient of Caldwell & Reymond ('is requiring the submission as remaining the submission as a bandled is in New York. And necessarily when the record ourse on an it sould be propred of the corrected minutes of the submission, requiring an switchingtion of one of these exa-ruled certificates, requiring an switchingtion of any of these exa-ruled certificates, requiring an any when in transmetion of any of the sale of internet of ger cent and when in transmetion of set. ourse of the sale and the set of internet of set. and when in transmetion of set. and when in transmetion of set. and when in the sale of set. ruted certificates, requiring a and when in truth and in fact certificate  $p_{\rm R}$  to the validation the securities and were \$161,000 of the entire proceedings by the in amount bearing 5% per cent circuit court, and then that the isomorrary certificate that Kid. ridg: A Company held, that they would surrender that and they the these certificates of \$1000 were voided in red ink and the the their certificates of \$1000 were voided in red ink and the careb. When that was all pr-ranged I wert down to the Chains National lish: at 57 instituted in this circuit for the transaction was cleared. MR. CARBON-We would like to have the periffects of indebt-gener will you please bring the proceeding to the jury marked for another the jury marked for

scrept the neurance of Caldwell & proceedings under consideration. Raymond that the city was go. Immediately upon my return from

the Chase National Bank and I sloner. In that lett r under date delivered to the Chas: National of July 5th I informed them Bank the preliminary temporary (reading entire letter later filed transcript of the proceedings pur- as Plaintiff's Exhibit No21) and immediately thereafter in regular reasion assembled they voided the and rate of the \$161,000 certifiminutes and put the corrected cate, Remember we had to reminutes in there after approval. duce the amount from \$214,000 I'd ilke to put that in the record 000 with accurd interest within spinion being dates June 30th

noney, which was to be delivered

there is the petities and the vali-dating cherre with regard to the ing about, 1 will be pleased to wiswer your- question. Q .- Well, if you will take the

examination.

A .- Yes sir.

stand? You are still under cross Q .- The written instructions to the Chase National Bank you

have just been testifying about the letter? A .- Yes sir, My office copy.

I will be very happy to place it in evidence. MR. CARSON: Well, we'll mark

MR. DECOTTES: Mr. Landis,

minute book 2, Sanford, Florida, page 202. Mr. Carson what pro-partion of your fee do I get for doing your work? MR CARSON: About the same

WiTNESS: 1 with to file thir, WiTNESS: 1 with to file thir, Br. Carson, as the final decree in validation obtained by the, signed by Walkace W. Wright, Judge of this Circuit, validating all que-tions of has and to with regard to the validity and legal ty of the issuance, sale and delvery of soft to reject all adverticed holds of the City of Sanford, Floring a tawful providing a tawful provid-ing a factor of the tay of Sanford, the soft to reject all adverticed holds of the City of Sanford, Floring the providing a tawful provid-ing to the validity and legal ty of the issuance, sale and delvery of soft the City of Sanford, Floring to the provide the the bonds of the City of Sanford, Floring to the provide the the bonds which were soft and delvered to price to effect the bonds the bonds at private sale. Provide the bonds at private sale and the best price of price in excess of the best price of price in excess of the best price of the bonds to the state of the first agent's fee, to be fore the first agent's fee, to be fore A final agent's fee, to be fore the bar of the tay of the private sale price of the base of the tay of the first agent's fee, to be fore the first agent's fee, to be fore the base of the base of the base of the the tay of the the tay of the tay the tay of the private sale price and the base of the tax of the first agent's fee, to be fore the tay of the first agent's fee, to be fore the tay of tay of

which were su'd and delivered to Eldredge & Company. MR. LANDE: That we may keep the record strickin, there two letters are marked Exhibit 21 of the fity rejected all of there is a the plaintiff. THE COURT: These two letters have now been is induced in evi-dence by the plaintiff, without or-iertion. Mark them Exhipt No. when a set the minister of the divirectificates of matcheduces and very written report wite many a symplectication and sale of the bonds to both the commissioner at South base been referring to Before field of what transported. They matched the field of what transported. They matched the field of what transported the City Hult cuit, be filed in evidence and mark ed as Plaintiff's Exhibit "C I have been referring to lifefore eaving the City and as a matter of expediency to be approved by the New York Bond Attorneys, Me are, Hoffman and Wood, tep reserting investment bankers and M are, Caldwell and Kaymond, representing the City of that sale is was charged with the legal details of social of social control of the control MR, CARSON: No objection. BY MR. CARSON-Sanford, I dratted in Achettzei form minutes of the City Commis-sion and left them with the City Clerk, So that my remarks may be fully understood I will ask Mr. Lands new to read the skeletized draft of the minutes left with the Clerk. Q-MR. DECOTTES, the quet. A-You have my answer, sr, in detail as to what I did I can's an MR. CARSON I will be glad to twee it more fully, Q-Alf right, then I will ask you have Mr. Landis du it-MR. LANDIN: Rending from deliver the remrising pears at page 200 of minute Rock re certificate and receipt 2 of the Cuy of Sanford, Florida? minute book 2 page 203, MR. LANDIS: (continuing) On A-I told you two or three times yesterday that I did. Let me an-ewer the question. I have explain-WITNESS: (continuing) So Mr. terday first that I thought I wrote Carton, when leaving Sanford, the city had rejected all hida received the letter from New Yo k upon reference to the letter yesterday because of the date line july 1 after it had advertised for a purhaver of \$1,040,000 of its corrected that and said it was written in Hanford on July 5, 1907 my return; I have totified this morning and told you that I tent a copy of that letter to each of the rities The purpo of leaving with Mr. Philips by met as the city attorney of the skeletonised form of minutes that I have had Mr. Lanminutes that a new that with number of start of the minutes of Jule 5th showing antoin credited to in my communication credited to the Seminole Court of Jule 5th 1927, which has also the base of the seminole Court commissioners, I told you this was the letter and that these were the minutes, voided by instructions of the commissioners and that this been read to the jury was left with the city clerk with instru-tions that if the City of Sanford Flords, through its executive hes was the letter in connection there. with-the minutes are marked vold and changed by the City Comminsioners. effected the sals of bonds in an Q-Doen that letter may any thing about certificates of indebt amount satisfactory to the city commission, that information would be supplied him from which WITNESS: they of my lists. edaets which you have been tes. tifying about? A-The letter speaks for itself. he could fill in the blanks of the A-The letter speaks for itself the letonized form of minutes and MR. CARSON: This is cross exat a result of the financial nego-ME LANDIS: The latter is the Listions. After arriving in New York and after negotiations by the THE COURT: The objection is executive brad of the city for set-THE COURT: The objection is sustained. Exception noted for defendant. The letter being the highest evidence of the contexts thereof. MR. CAREON: I will ask Judge Landis if he is willing to waive the regular order is order, that I may read the letter is evidence to the Jun. MR. LANDIS: No shjection

CUPY. MB CARSON: The letter is on stationery of DeCottes and Spen-cer, attorneys and counsellors at law, Sanfurd, Fforida dated Jufy 5, 1927. The densities is in the test price 10 minute dated and some odd thou-sand tonig of your good city in New York being peddled around from investment banker to invest ment banker, and the best price they could obtain thereon was the per cent part. There was not be and from Minute Book 2 per cent part. cor, attorneys and counsellors at law, Sanford, Fforida dated July 5, 1927. The signature is in ink and then the same typewritten. 0-Does this jetter say sarything about the \$214,000.00 certificate of included the same talking unaket just wouldn't aborb the

A-No, and the letter you asked me about yesterday as being ap-pended to the miauter does not and understand me, sir, I had nothgive the \$214,000.00 certificate of into to do with any of three negot. Information of Calificate of into to do with any of three negot. Information of the validity and require print in the strong and the validity and require to the strong and disposition of the other and disposition of the other strong and the strong as a strong and the strong as a strong a terrogaled me and about which I pertaining to the transcript of the order and disposition of the order have been testifying, mither does the letter as pre-supposed by you direct the Clerk to make any change or alteration in any existing minutes of the Clerk to make any change or alteration in any existing minutes of the Clerk to make any isometry of the secure to the state of the Clerk to make any isometry of the clerk to make any isometry of the clerk to make any isometry of the clerk to make any existing minutes of the Clerk to make any isometry of the clerk to make any isometry of the clerk to make any isometry of the clerk to make any existing minutes of the Clerk to make any isometry of the clerk to make any existing most thoroughly understand me in my answer to that question, if you will kindly step over have, sir, if 000 Cley of Sanford municipal fire with to direct your attention to that any statemetry of the statemetry of the purchase of the model of the purchase of the model of the purchase of the model of the purchase of the make any is the original statemetry of the statemetry of the purchase of the statemetry of the purchase of the statemetry of the purchase of the statemetry of the sta will kindly step over hare, sir, 1 000 C ty of Sanford municipal fire ing of the purches of the order of the order of the second statement to direct your attention to sanford 5. 12 per cent reclamation held on June 15, 1927, and ask you to use the favor, sir, to read those minutes to the jury, as they amount of scentifies of \$500,000 of C ty of \$500,000 of \$500,00

propertion, that I get for doing formed was \$21,150.00 Deducting

ford, Florida, in the amount of screen end of it had or could have in your letter of July 5th? A-if the letter are so, 1 and 1 nay have handed them to have in your letter of July 5th? A-if the letter are so, 1 and 1 nay have handed them to have in the investment bankers who sub in the letter is sont through the investment banker who sub in the bonds at advertised sale in mail. I couldn't poundly to said ther information, sir, the bonds and the call detail of the transfer of the bonds is a set the bonds in the information. bounds, \$150,000,00, City of Sanford, Bounds, \$150,000,00, City of Sanford, Situ 000,00, 5, 1-2, per cent Electry, Fire Alarm and Police call Syr. For Sanford, Florida 5, 1-2 per cent Municipal Dock and Wharf Bonds and \$100,000 00 City of San-ford 5, 1-2 per cent Reclaimtion and Balkheading Bonds, all of and bonds except the \$250,000 00 City of Sanford, Florida 5, 1-2 percent Municipal bonts being dated July 1, 1926 All bids for these bonds were rejected by the City Commis-tioner of the City of Sanford, Florida, Under the law the City of Sanford it required to first adver-d the bonds for zale and to sell those

about the \$214,000.00 certificate of indebtedness you were talking about? A--No, and the letter you asked me about yesterday as being ap-pended to the maules, does not in unicipal securities—the investing public were not buying. Negotia-tions continued from das to day-pended to the maules, does not in unicipal securities—the investing public were not buying. Negotia-tions continued from das to day-pended to the maules, does not in unicipal securities—the investing public were not buying. Negotia-tions continued from das to day-proval of Caldwell, & Raymond, unit understand me, sir, I had noth-ultorney, of matioral repute, p to the sche and disposition of the scheme by the city, and was all confirmed and opproved by floc-man & Wood also attorney of as

MR. DECOTTES: Mr. Landis, will you read it? MR. LANDIS: Reading from minute book 2, Sanford, Florida, page 202. Mr Carson what pro-jurtion of your fee do I get for which commission dor producing a main of the bonds who par and access for the bonds who parent to the jury were pre-A. Yes, a Ves, Descent do your neuron? A. No sir. The taking are the contraction do your neuron? A. No sir. The taking are the contraction do your neuron? The factory. Q These minutes that have just Q which particular obligation

which commission demanded by which commission demonded by nic prepared by the city clept. Mr. Riley for the ervice to be per 14 A or Assan this, Mr. Carson-1

 $\begin{array}{c} \text{MR} \quad \text{CARSON: About the same} \\ \text{Mr} \quad \text{R'ey for the error to do prime of the process of the proportion, that I get for doing yours.} \\ \text{MR} \quad \text{LANDIS: It will be infinite trained the process of the pr$ 

of the fiscal agent nearly bow the amount of the of the formation connection with the transfeld There i.4s been no instance who ency. And my letter to Dr. Phil tips in testing bint to di regard in the thy has relied on a fi de troy if you please the skel and form that I left with his shits to complete which I wood de froy if you please the skel and form that I left with his of data to complete which I woold iawail sale of bonds where the supply on my return from the whole diveloaurs thereof has m ben mails to approving attorney both for the city and for the fact wather to destro in you will find it does not refer to destro in you whatever you may term it any regularly

you may term it any regularly adopted minutes of the city comthe matte is that Mr. Word, the Hoffman & Wied, in the real mission. . Q There are in the regularly regent to \$100,000,00 in boat

A The volume reacks for itself Q han know whether that is the senatore of Forrest Lake, the May = 7 "country & Linner

A Yes it, it is, sle And legal, I asks, you whether it is that the igniture of Mr. Phil. this that these fixed as ency a

14.0 Q - For the purpose of refreshin, your manners in the fore we of the City Charter as to the pr adjourned ye terday, I asked you at which builds should be sold?

turthod of avoiding the provisions of the City Charter as to the prime A -lt is a matter of opinion and depen in upon the working of an attorn ys legal mind, if the letal mind roud b. so cistorial will give you to your question MR. DECOTTES: Mr. Landis, one W. H. Riley, an investment as to consider that construction, that would in satisfactory to the

alt incys of initional reputs, whole word is accepted as concilin both the United States and A To present a default on cer-

be a real to the height A. To present a branching street paving  $Q \rightarrow 1$  dimensiond from where A. No sire the calcular are the outstanding street paving  $Q \rightarrow 1$  dimensiond from where prepared in any office. They findle end, and restonation bonds, sufficiently listwise as that Q-1 adaptitand from what If you is the to see a transcript sufficiently listwide so that is of the processing in the special which are that bonds that would be item of a treest and principal bring 93.7 are sold at par that is

MR. LANDIS: We submit that A Ve her you recall the book and object to councel arguing with the

O ho you recall the book and page number of that? A No, that is is torce, laws of the first of Florida, part of the hay of the trans. THE COURT: The witness has answered that he did not in his former anyter make the rists. taw of the tries we will be able to ment in the form or terms in

find it " and it? A definite not thirdy you may, which your question true conclude. The objection is sustained, Eiterij.  $\begin{array}{c} \mathbf{T}_{\mathbf{r}} = \mathbf{T}_{\mathbf{r}} \mathbf{T}_{\mathbf{r$ 

the first direction. Institute

of the conversion , 1 may A-No I do not, I can't meall for a the date, Think it was in the fail want to ad quote you. Sou said of 1926. That certain land, defait being the Q-You don't teneralise the day

The vertice have solution to be given by the solution of the injuita in New York, minding the to all that conversion with refsense to extent tonds not having entit as much of Mr. Forrest entity state of Figlida was dethe of the bot, didn't that vastat d. It was find reported A Not active the convertient long of a state of a state of the state o

televery blo note train strong with payer to get the date, with refersound to en's of burds that took one of the houts sold in Mar. we one had equipase on that, it both in the fall of 1026, staba which is that was before or after 10 mi hurticane.

all of hou bade, sit, L; (By of Sanford 1991) 1 be very of Sanford States in A . . can spy Mr. Carsta after refering my memory that the the best and the bang part stars, occurred about September balls, went to zero the r 180 or 20th, 1926.

the sure when the presence ats Q Ang this houd and in Now ad a flast real flert is one fore rather than alter the hurrhprind of this 'Ir Corion, its cane? and me with three gentlemen 

York in connection with the af-fairs of the City with regard to certificates of indeltasher and to arrith paper. Copies of the trace instant and write paper. Copies of the trace instant and city indulate to na bard, and ta-Q. Also I as the information for all

to a view include the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300, part i to be reached there were been at the proceeds of the set of 300. the face of that we find in red ink the worf "Void These minutes void by order of the city commis-tion L. R. Philips, City Clerk Book 2 on page 209 the one of the city one has been on S513 444.44. I will ask your Me, build and you we as synthese to build be order of the city commis-

July County Bilik-that train Q There has been none destroy MR. LANDIS: This ed that you heave of ? A-As for a f know there has This ledger sheet: "In account with the Seat inde County Bank, Sanford, Fin with the Chair National Bank, 5; Broadway, New York City Mon h Courts: Bank as, fo lows: \$513,444-41; p thereof ceeds of the sale of securities, \$400.000 City of Sanford 5 1-2 per ward "destroyed". cent, 715d, \$100,000 City of San ford Series I.L. delivered to Fid. OCDER MAR

rate of " rydge and Company 10 19 26, fel ter tiday." WITNESS: Now, gentlemen, in "ton esthim to destroy?

MIL CARSON Will you have that paper marked for identifi-ration? WITNESS-Yes sir. (to jury)

ft ral anony bonds and bortly after Not also H 1943 in an Inne

you and this morning the tonds made all agreements reached bebrought 93.7, didn't you?

A- Vea. Q You testified scheeday in Q You testified so terday in the delivery, so a news arts, you conference with Me. Evany, its that certain hands were sale 2513 44444. I will ask you Me boundarin by no any blan and berg, you aid that if at a stain price does not mean handis, to read in the credit of a sorphic streng of the City of tall said the bond, frought 95 thet to y worg delivered. he was in error, that the bond-

brought 90.177 A To the best of my recollection be and after the Minute ators with the second ators at which the A As far as I know there has the kinds a forrer to were bands gars to the price at which the time wither it's a permanently had after the Miami storm, we bunds had been sold in New York? they be have were not dirusher any partienf, however that I am not re- rular bond issue but m rely the my meterry I will say that I were possible for the events. I am legal provider involved in mat. there at the suggestion of Forthe terms nor the custodian ing sale, which I trick to the internet the suggestion of For-thereof. Q in the letter you used the pentlan n in terms a lawman in the terms and this came matter gentlain in terms a layman I understand pitt to may be terday you under minut fully understand.

0-1 will ask you whether it A "the trained" was used in the built a fact that the fi cal agency Thy are no synement is a pastert legal of the city. method of avoiding the requirelanger the minute of the city. Institling of assiding the re O Service disu's intend to tell minute f the City Clarter?

WITNESS-Yes cir. (to jiry) i would like you to hok at the pa-per we are going to mark for high. I firstion, item M, and the genarks i think I failed to show you, sir, that the bonds were sold to El. drindge & Company. So that my i dimits of the teter ter rest tere teter ter set of the teter of the teter tere of the teter of tere teter tere of the teter of the teter tere of the teter of tere teter tere of tere teter tere of the teter of tere tere of the teter tere of the teter of tere tere of the teter tere of the teter tere of the tere of the tere of tere tere of

properties, and the yield of honty healter as ar, tarson, center, it is a set of the properties of the long heat arranged to b, nade the branches the branches the branches the branches the branches bra malter is in Carson, delivery the motions the n wa stories broke, billions burrients, and the discussion the Interferne happoned on the

ment which had been reached as to what we uld be paid for thembut there are instances in handling tween purchaser and soller, as much as nise months will elapse

Q Do you tem mber a talk in A -- After you have refrached of Londs and coupon retes and what the bouds delivered brought dollars and conts discussed at that time. I do not want to de Mr. Fan Act Lake an injustice- if I can Act Lake an injustice presence recall I think I, in his presence toly either Mr. Dean or Mr. Bor one of them, that Mr. Lake up him to destroy? A The letter mys "destroy" and I are a coming full responsi-titly are a coming full responsi-titly are a coming full responsi-titly are to payed at bother that have a coming full response Q Yesterday you said you dian't mean "destroy." A - No it is not. The City Char-ter payed at bother my only be sold at bothers than par and accrues inter the sold them to the sold at bothers than par and accrues inter the sold them to the sold at bothers than par and accrues inter the sold over it was, and I think A - I am telling you what I sold there is a contract to the sold the sold them to the sold at bothers the sold them to a the sold them to be actual price to be actual pri

CHDAT, 'AUG. 4, 1929 ALA TARAS FOR TODAY TY THAT POSSESSES

theirs in the poor in spirit: theirs in the kingdom of Matthew \$13-LAYER-"Lord, in Thy life law appears, Drawn out in g characters."

DIET AND CRIME S

cientist declares that right will diminish crime) (ibs, the gumman, comes at

a give the gumma, course are a given and a set of the s

s proper way to eat,

in their boyhood, they had

dietaty rales.

at her he and rough, at kindly gentlemen. e

when your baggage you de

You now and then are lax semetimes quibble when you

with your income tax: Dahenest thought intrude

chahees are you ought me better form of food.

ter. when hig gangaters power and in wealth op French chelfs who real

foods produce

or the throne be

would an bonest man. continue crooks su

EDAYER: Explain that, if you can.

aphemiat (n.): Avery Powell colled separkraut "this popu-toot,"-Tampa Tribune.

Qui, La Lal-DeLand News.

Lending Citizens Till & ifill

We do not agree with the Griando Reporter-Star that every city and town has its outstanding citizen. Rathen is we believe that every community has its outstanding citi-zena, but we do not feel this disagreement is sufficient to withstrain us from reprinting the following admirable edi-torial of the Remotes Starting dealing admirable torial of the Reporter-Star's dealing with the qualities of man's worst many is but civic leaders:

"Every city and town has its outstanding citizen. No town is too small, no city too large to have one man who stands out head and aboulders above his fellow men. This has been true since the day when Saul was called to leader-

ship by the Hebrew people. "Nor does the public make many mistakes in crowning its outstanding men. Like in the case of the call that was extended to Saul, the outstanding man more frequently comes from the remote citizenship than from among men who are known as 'prominent.' The man who has inborn qualities of leadership and who is motivated by high ideals by his very contact with what is generally known as the 'common people' gets a schooling and a training that quali-fies him to lead in the right direction, and thus he climbe to a place in the estimation of the public where he is outstanding.

"An outstanding man is always upstanding. No man is outstanding who fails to take a stand on vital questions as they affect community life. Nor does any man reach the place where his fellow citizens elevate him to the highest pedestal in the community who travels a selfish path. It is by personal conduct and unselfish deeds that men lift themselves to that glorious stature where they are outstanding among their fellows. The truly outstanding man enriches community life by exerting an influence that makes men and women happier and better. Such a man becomes outstanding without being conscious of it."

.......

#### Don't Blame The South

Frequently northern newspapers criticize the South for outburst of racial feeling. That mob law is regrettable no one will deny but to indict the southern states as the only ones guilty of this practice is not exactly fair, as the Daytona Beach News-Journal points out that there are others who are not without blame and goes on to say:

"There is this proved fact in regard to inter-racial clashes in the southern states and the northern and western states: In the south when a negro criminal outrages white men by revolting crime, or any crime that inflames race prejudice, the anger of the mass is usually centered on the individual committing the crime. Once he has been dealt with, legally or otherwise, the storm dies down into mutterings against negroes in general.

"Outside of the south, as has been demonstrated time and time again, white rage often takes in every person with a black skin and vengeance is poured out on the negro population as a whole,

"This was sharply emphasized recently by identical cases in Nebraska and Georgia. In a Nebraska town a negro shot a negress, and a white officer who went to arrest him was killed by the negro, who in turn was killed by a posse. Did that end the trouble? It did not. It simply inflamed the whites to general war on the negroes. Old and young, men, women and children, were driven from their homes and told not to come back.

"In Savannah yesterday a negro shot a negress, killed the white officer sent to arrest him, and was killed by another officer . Excitement was intense for some time in that part of Savannah, which is a negro district. But, as generally is the case in the south, the crowd's feeling went no farther than that. The negro who caused the trouble paid the price and nobody proposed a general assault on all Savannah negroes."

STICKS TO HIS CLUBS PALATKA DAILY NEWS

Hobby Jones has done quite a bit | Times have changed- Once it was "The brids's going away outfit, Bobby Jones has done quite a bit Times have changed. Unce it was the an the Times Union, for golf and golf has done quite a considered the duty of every Perhaps that is the reason that to vield to the he is willing to continue to be demand for his services. Once the best tournament player in the there was honor among politicians world, with liberty to go and In that golden age, the nation had ome when he may, rather than a not grow n great in wealth. There candidate for Congress from the was little temptation to make the candidate for Congress from the was fittle temptation to make the Fifth Georgia district. Called upon by a coterie of dis-tinguished citizens, all of them sufficiently slert mentally to realize that the popular idol-what interests did not demand to be served. Millions were not taked for a single seat whather of the links or the front in the Senate. Presidential came whather of the links or the front in the Senate. Presidential came line trenches—is a hard man to beat for office, he flatly refuse to permit the use of his name. There is no argument as to the wisdom of the docision. What could the office of congressman, with its long hours, its abundant tu a t It's quite different now back-slapping and its demands most every fun in legislative for garden-aced offet to a bright office is there to serve some and popular young man who is just entering upon a career as a inwyer? Answering the quer-tion, it might be add that it offers nothing but a temporary honor, an opportunity to head the golf committee of the House, should it have one, and such a place in the limelight that all private af-fairs would be exposed to the "That isn't much for one like in many invance. Compensa-tion is many constraints and followers, are all followers, blond followers, are all followers, bound followers, are all followers, bound followers, are all followers, compensaand popular young man who is clique, some faction or some in. That isn't much for one like in many instances. Compensa-Jones who is stready far more tion, if generous, must come from famous than even the author of the tariff bill. It isn't more to utside sources-the tariff bill. It isn't much for an athlate who spuras money to the extent that he remain, ama-to become an M. C. It is pleasing teur. It isn't much for any man who has a bent for some chosen profession and who wouldn't be happy out of that prefersion. It isn't much for any man to know that he had the courage As a career politica offer little. most for mankind.

## WHAT IN MAN VS. INSECT OFFICIA

While man anonds much of his Tain ata Martin J. Dever of Lont. O. set after an wit and subdue his fellow m destroying what may has built up. For many years scientists, enese bretle is plaguing hortics ista as it attacks he pecially those that write for Sunshruba, as well as annoys people. day supplements of newspapers, Throughout the South the tacks of the boll warvil are well known to sveryme. Through

have been predicting an eventual war to the desth between men and inserts. Considering modifies, ticks, holl weevils, ants, reaches, house flies, jiggern and radbugs, such a combat seems highly plans-ible (if not already a reality for many) and the odds might even farme the inserts.

country in the world (except pos

sibly the Garden of Eden) is free

of invect pests. Even in Chicago,

where gangsters usually mone

polize everyone's attention, have insects taken a major place in life. We read this in the Chicago Tri-

"Trees throughout Chicago and its suburbs are threatened with death by a species of leaf eating

enterpiller known as the tossnek, which slready has attacked in Lin-coln park, with the result that many trees there are dead and

From Now Until

**Oct. 15** 

**GROUND FEES** 

will be

50c

SANFORD

**COUNTRY CLUB** 

DAILY,

SERVICE

BETWEEN

**JACKSONVILLE** 

DELAND

AND

SANFORD

Store Door Delivery

Ja City Limits

St. John's

Transportation

Company

Phone 213-W

GOLF /

thousands are very much other-wise, and man must be constantly on the alert to keep them sup-No part of this country or any

pressed.

TALKIES ENGLISH AND AMERICAN OCALA BANNER-

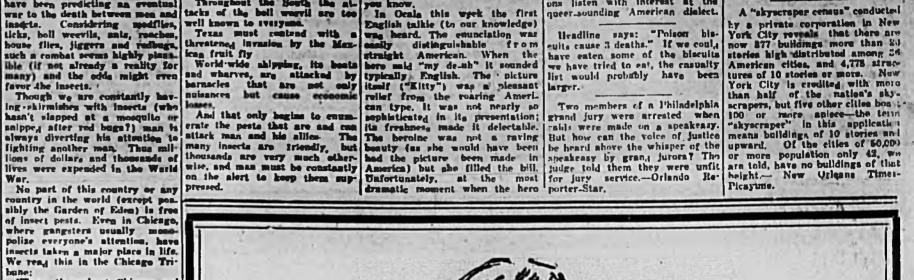
in an effort to walk after being "Aw, shut up, yes big dumbell Til knock your black off?" "Beshily, now, thig is an ex-wriary misance, old chap." this is an ex. disabled by a war wound, a few of the audience tittered, thereby

The first will be recognized as a specimer- of the sharp, twangy American along that might wangy istem to American talkies. The second is the kind of stuff that here is anylish talkies, dou't yes know. In Ocale this week the first English talkie (to our knowledge) Was heard. The enunciation was

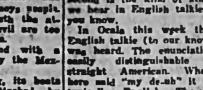
in bank, and some day the st tists may succeed in finding what che there is in it.-Spa field Union,

Life is full of tragedy and a g in this neighborhood who starte out to get a good coat of sun tan wrote the heart and home editor yesterniay to inquire for a more effective freekle bleach than lemon juice .- Ohio State Journal.

#### A "skyscraper census" conducted







well known to sveryund. Texas must contend with a threatened invasion by the Mex-

she ever worries about her t being too short you know is around the middle-aged -Cincinnati Enquirer,

- Sam has lost a lot of li by evaporation. That's the litest terms we've heard yet far drinking,--Cincinnati En-......

would be internating to know the older generations waat-ear time before golf because issue spidemic. Settoit Free

the pld maid is different -Armstrong in Times-Union. e waits to be tied in time,--m Chief.

Times Union says everyone reary en one or two subjects. There an prohibition H.L. Mencken on everything. d News.

the Union remarks that fifty read the filling stations were berroors. What would filling tom today be, the speakessies?

Jinion says; Orlando prisa key from a spool for the way out of the have his way out of the have his bout right, T-U.

bout four million dollars t be national government fo Four billion dellar coun-raim Beach Independent,

FLORIDA MINERAL PRODUCTION PERRY HERALD

According to a report just four billion dollar coun-tained from the affree of Herman Gunter, state geologist, Florida is used from the affree of Herman Gunter, state geologist, Florida produced last year about \$2,000. 000 in minerala. This was \$10, 000,000 more than ten years age and shows that Florida is de-to wasting \$3 - Toologing flores. The Babl is Frust. Years and the father, bruther and the state why. We farme in why. We is to be a farme interation of the state. The almost universal use of this to be a farme interation of a milical lines at a mpid pace. The almost universal use of this is obtained in Florida, is been at to be high priced of a milical in the thirds. Trevertime rock, a discovery of the year, is me lined in the pri-from the state.



## He sole a "bargain'

A man walked into a realty of fore: "I am leaving for Eng-land and wish to dispute of all my real-state at once, for each."

It was rold. The haver get a nice profit setting the land in parrols. The original owner spent the meney and died insame, in France. Dec-tors stated that he had been hopeleosly demented for years. His heles, receiving no dickion of promety, correcting to the of property, successfully con-tested—the titles passed in New York were defactive.

Whenever you hay at lead on real estate, a New York Title policy is always your best policy.

TTTLE GUARANTY MORTGAGE CO.

107-9 S. Park Avenue Senford, Florida at

Reportscaling NEW YORK TITLE AND MORTGAGE

COMPANY ands over \$40,000,000

Ach Clauge acts or Ber

## FOR THEM!

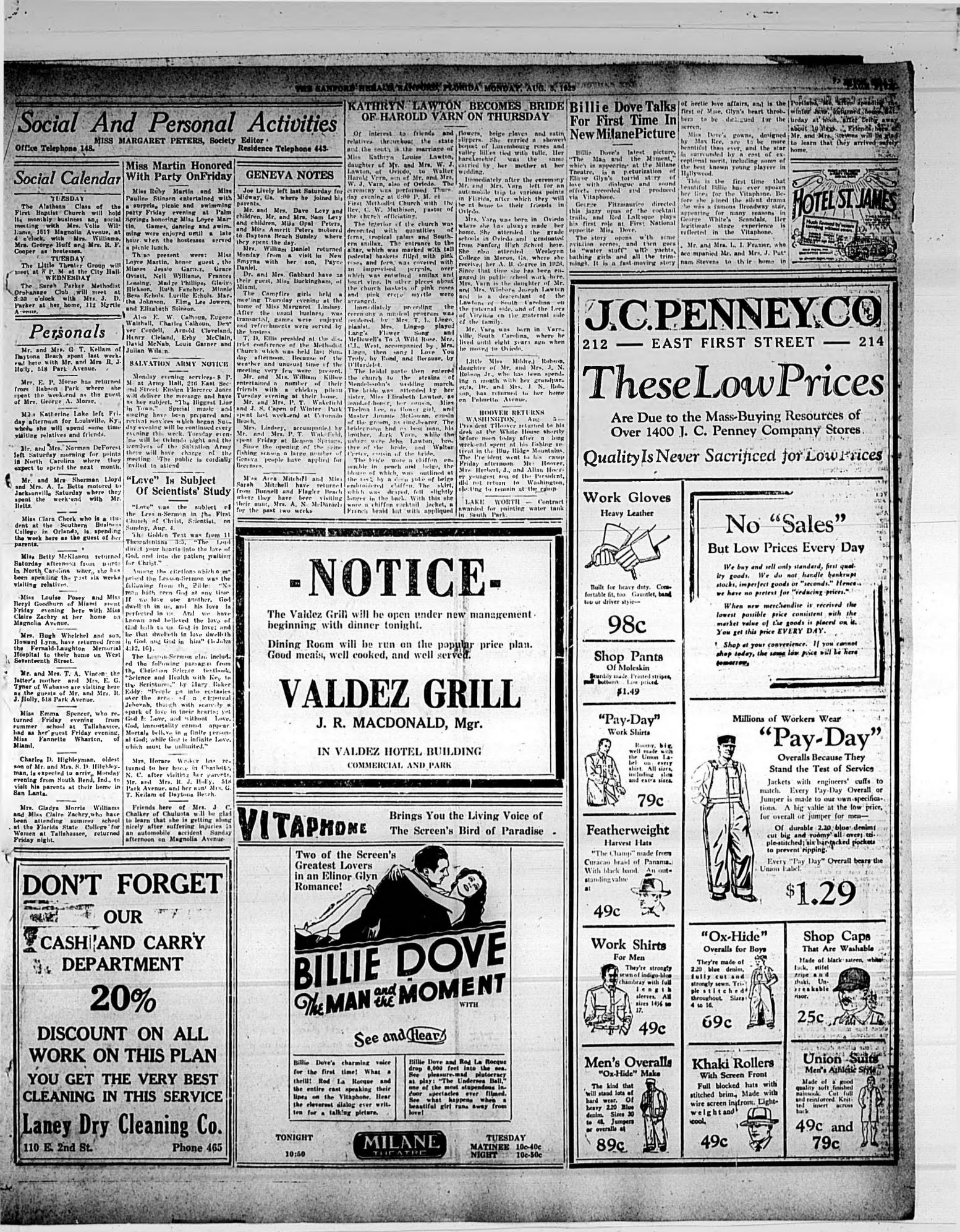
Their happiness means everything to you ... their comfort and well being is all that you work and live for. Make sure they never want in time of stress ... prepare now for the emergencies that are bound to come. ときるる 住民 いみ 経営 政務部

Good credit is a priceless asset. The man who en-3.4 joys the confidence of his fellowmen is a man that can do things when he wants to ... is a man who is never afraid for credit protects his household and loved ones.

There is no way of determining just when and how bad you are going to need credit-make certain that you get it when you want it by keeping your credit in good standing. Check up on your past due billsif you can't meet them in full, show your heart is in the right place by paying something, if only a dollar, on account . . . and do it today! 1 3 3 4 5 5

## PAY BILLS PROMPTLY

**"KEEP Your Credit GOOD"** 



2 4

Action Against Sanford Herald three seralining the the new colliner with 26, his required that I wont I will any thin, that on to the best of my first to styling in ordin. Innyange fift whit that front a myreen's new they could under-terminaction.

Report Of Libel

M. DeColles, von have said Reterrepting) . . . 1 held 1 infilated.

the modes operand of that hother it was sailing din? Tas, (Laughter in courtthe say in reply to that that Prank T. Miller placed my rank Ta Miller placed my in permination and said that at common street rumor defamatory remarks regard. The profession of the profession of the property of the profession of the statements appraring Joral newspapers or any ar newspaper as evidence of fact-that he kept his own official record, and the re-te of the City, and although the come on the Commission cipre-s purpose of getting rid made by him, satisfactory to all, that my integrity, my hon" is and my faith to my trust rose to apologize to me pub. r, as a man should do in such insumstances, and placed my in nomination as City AL -So that was the modus Have you represented Mr.

A-I have, Q-For how long?

A-I have represent d Mr Miller since I have been in Ban. rd, on any and all occasions he has sign fit to employ He does not regularly retain ine, nometimes there is an intrem five or els years that my intera bris with Mr. Miller has nothfersional work as a lawyer and den't suppore that I have, dur. ing the twenty some odd y ars, I have become him, had over two ry three pieces of legal business ten him.

Q-In your diret testimony you aid you had been attorney for he County Commissioners of Seminole County for a certain neriod of time'

A-Yes. C-1. will ask you to tell us ain I may have forgotten it? A-I was opposed to the cres.

dakad me abjut it . . . my resigna tion same about as the result of dition produced by stories publish." in the Sanford Hernid, J told them that to my taind the best thing I could de sta to resign -The County beht in its and time warrants issued Perret Take of the Hemin.le County Park, the validity of which

did not egist, and because of the continued disparagement on con-

ing the fact that bef re l. "stermin" ed to resign as Coanty Attorney I appeared before the Fourd of ing the fact that haf re 1. intermin<sup>\*</sup> ad to resign as Coanty Attorney I appeared before the Board of County Commissioners and said theathemen I will stype adde as County Attorney in any and ull matters with regard by financial affairs in which you are directly or indirectly involved with the ranon hour I found the refer-dence to the Act in the Patitian for City, an I appreciate the responsi, billies of my affice, if that is to my frust in the perform-of my duties as City At-torney of your own selection in the did mit come on City Commission are-ilspond me-that he would not reaction on the selection in the second of the second of the second of the second of the me-that he would not common rumor nor would torney of your own selection in the second of the second of the second of the second of the pay it. The second of the second of the second of the torney of your own selection in the second of the second of the second of the second of the torney of your own selection in the second of the torney of your own selection in the second of the s and these attacks continues and i thought in the interest of fairness to the body I represented to bring no undue criticism upon the county retaining me an County Attorney when I was under fire being denaunced and condemned in the columns of the Banford Herald, 1 thought the most graceful thing to do was to realgn.

Q-That resignation was months prior to the publication of any atticle set out in your declaration was it not? A-Yes. Not months prior to the

stuff read to the jury from about "g leaves. I could have sued them for liabel long prior to the insti-tution of this suit if I had scen fit to do so, but I wanted to onalder the source and did consider the source, and if I was to walk down the street and if there was a barrel of water sitting on the aldewalk and some of these little wriggle tails run up and stuck their heads out and grinned ar me I would pass on, and I considered the source of these publications

until it becam, unbearable, until the altuation reached such a point that I was disposed to take the law into my own hands. In other w rdy, to commit a breach of the tence. I arted on the counsel and Integrity. "

Q-And again I will asl: the question, and you can answer it or not; your resignation as attorney for the Board of County Commissioners was long prior t, the publication of any of the articles infault? corporated in your Declaration in !

A-I will have to refer to the would have to refer to the records this suit, was is not? seconds of the county, I am not letter is the date of my resignaby comparison of the dath with MR. CARSON: 1 have no desire to take any undue advantage of the witness and suggest that if he wants to refterh his memory inting the noon hour he may do so ask him the question again tight after the acon hour. MR LANDIS: MAY IT PLEASE THE COURT: The witness has an wered that he cannot answer the question with the exact date, that there is a means available from which that is formation could be obtained. MR, CARBON: If he wants to let the answer stend on the answer of Anril 1928 but is all right with THE COURT: Gentlemen of the Jury, we will take a Recess 41 this time until 1:30. The Jury mey be at liberty to disperse under the same in tructions which the court has brevefore given YON.

fairs; is that right? A-1 said approximately, as Q-That didn't leave but five percent for the county and, all other ellents ? call, you sir.

other clients? A-Correct, sir. Q-You asid this morning nome-thing about conflicting interests in which you suggested that the county employ other attorneys. Would you mind tolling us what these conflicting interests ware? A-As j stated before recom-this morning. It consisted is cer-A-As j stated before recent this morning, it consisted is cer-tain alleged written obligations, of the city transferred by the Sem-inole County Benk to public of-ficials of Seminole County as col-lateral security for the payment of public moneys of the county on deposit with the Seminole County Work deposit Bank

Q-So that there was a conflict of interest between your being atterney for the city and the county 7

A--It is, sir. (At this point Mr. Spencer re-turned with book) WITNESS: Mr. Carson, I can

WITNERS: Mr. Cormon, I can answer your other question now Q-All right. A-By refreshing my memory from the minutes of the board of

ounty commissioners of this count ty, my resignation was accepted th of February '28, sir. 1928. I was in error when I stated in my remembrance i thought it was in April of that

Yest. Q-I asked you on yesterday if you proceed the passage of the summittinent to the city charter litting or removing the fifteen interview. litting as removing the fifteen percent pertriction. Your answer was that you went to Tallahausee with Mr. Lake, but further the fitst you did not usy. I now ask you whether at a meeting held in Hamford on Thurnday night, Aug-ust 4th 1927, you did not use this language in a public address: "Mr, Herring being a lawyer, he has access to the same law books that I have. Mr. Herring was honest in his opinion that night, but Mr Herring did not know that the city commission had directed me to go to Tallahau.cw in 1925 and have your chaster a mended eliminating your charter amended eliminating that fifteen percent proposition. He didn't know that." Did you Did you make that statement?

A-I raid that in effect, yes. Q-Will you say now that you did or did not procure the passage of the Act?

A I did not procure it. I drafted the amendatory measure and went to Taliahassee and delivered it to the chief executive of the city who accompanied me teace. I alted on the counsel and of the city who accompanied me advice of any friends and did not do it and finally resorted to legal disfied was approved in advance process by a jury of my country-by the city remaining and was onthe id bass on my honesty and charted into law by the legisla-

three. That was my connection with the matter. Q Did the \$161,000 that you testified was necessary in order to prevent the default of July ist 1927 was that default in interest or principal-or that apparent de-A-Both, as I recall, Mr. Carson.

f the city. both principal and interest, as the assessment bonds matured one-teach of principal annually each year and the interest was payable semi-annually. Hut for a definte, positive answer I would have a refer you to the records of the ity as I cannot pursibly remember hose details Q-Well did the city at that ine have money to lend itselfaw to lend money from one fund u another ? A It did, sir,-Q Did you know how much money the City of Sanford had on deposit with the Seminole County Bank, on June 25th 1927? A No sir. 1 was not respon-sible for the finances of the city. I was serving in an advis capacity as city attorney and had nothing to do with the finances or the accounting therefor, or the Q 1 was maily cross examin ng you on your statement that this anne was necessary in order In meyent a default. care to go any further into your reasons for believing that? certificate of indebtedness. \$161,000 was i sued stows the legal necessity therefor, and it was upon that record that the certificates were authorized and vali-dated by the decree of the circuit

that the city of that the solisities ant of the sink

sectal account of the staking fund on street paving special assess-ment bonds and bulk-leading im-revenient bonds were shy to the ratest of the amount of the cor-tificates of indebtedness author-ized, issued and sold. Q-list you have said that th

ity had power to lend

ream one fund to another. A-Yes sir. Q-If the city had on deposit more than a million dollars, was this hasto or speed a recessity is

rder to prevent any default 7 A-it was a matter over which I had no control, sir. I had nu discretion in the matter. It was

A-I knew in a general way the amount of securities of the city of Banford that had been sold from time to time and knew in a gen-cial way, but not from an audit. Sanford that had been soid from time to time and hnew in a gen-inal way, but not from an mulit. Ing point of view, the snoum-brances against the amounts orig-imally deposited, by sitting there at the table at each meeting of the city commination and tabing in-te account the amount of vouchers issued against the respective funds or the struct and use personal of the city commination and tabing in-te account the amount of vouchers issued against the respective funds or the struct and use personal of the city commination and tabing in-the account the amount of vouchers issued against the respective funds or the struct and use personal of the city commination and tabing in-the account the amount of vouchers issued against the respective funds or the struct and use personal of the struct and use personal of the struct and use personal in the first national Bank, and furthermore that any money I could obtain 1 would only be too glad to deposit they needed it any and all secur-cude, without resorting to the books and second of the city and the separt of the audior thereon I was not concerned with and not

and bond trustees of the City of Sanford, Florida, and as appears from the records of the city and disclosed by the minutes of those proceedings which were read here

Q-Well the question is not as to legality at all. The question is as to the necessity. A-1 say the necessity therefor

was determined and has been made to appear from the minute. Q-You said on your direct that you had written a letter to each of the commissioners in your espacity as a citizen and tax your expectly as a cilizen and tax payer protosting against the further hond insue. Then later in your direct testimony this plain-tifus's exhibit 20, consisting of a tabulation, was affered. Is this the only letter you wrute the com-mission on this subject? A-I don't think so. I wrote numerous letters, Mr. Carson. As

I stated to you during the course of my examination, I spent nearly ten days, or a week-some con-siderable time making the combank ? pilation from the records of city of all outstanding obligations of the city and the commitments it was daily communications to each of the commissioners with regard to the investigation being conducted by me, and wrote quite a few letters. It was lack some runation? letters. It was lack some con-siderable time ago and I couldn't possibly say hav many 1 wrote or whether I only wrote and letter on the precise que tion of the in-creasing of the builded indebtedness approximately two million dollars or whether I wrote more than one letter . . . I couldn't possibly remember, slr.

A-1 think it was, alr. ; Q- At that time and in that place did you state in substance that the failure of the Bennois Generiy Best and been brownin about by I team and Verg and E. A. Douglass and Mr. D. L. Thranker, and that you your will had nome ten or tweive thousand dollars on deposit in the bank? A. That is not exactly the state.

A-That is not exactly the state

best I recall it. Q-Be glad to have it.

A-Ite sum and substance of my remarks was that we must not lose faith, we must have confi-dence in our community and in our discretion in the matter. It was a matter of policy in the functions ing of the administrative body. Up Your judgment them for the sensing institutions, and it was a dipartrous situation confronting us, and tast as a result of the closing of the Seminole County Bank that myself and partner had dollars, and that the Semford Iferaid and other citizens whose users is the task was a millied dollars, and that the Semford Iferaid and other citizens whose users is the task way nothing dollars. See the task whose users is the task way nothing dollars, and that the Semford Iferaid and other citizens whose users is the task way nothing dollars. See the task way were the users is the task way nothing dollars. See the task whose users is cannot definitely recailed the task way nothing dollars. See the users is the task way nothing the cannot definitely recailed to the task way nothing dollars.

to do in connection with any of the finances.  $Q \rightarrow Well your statement on your direct testimony that it was necessary in order to prevent a default was more or less hearsay conclusion, was it?$ A-No air. My statement was the blane for the breaking of the blane for the breaking the blane for the blane blane for the blane for the blane forSeminole County Hash shou'd be placed on Dean and Berg and Douglass and Thrasher?

A No mir, I certainly did not. Q I didn't get quite what you said as to how much you and your partner had in the back Y A-I made no statement at that meeting as to any amount that I

had on deposit in the bank. My temark was that as a result of the failure of the Seminole County Bank my partner and I had lost or stood to lose something in excent of twelve thusand dollars. Q Did you ever apologize to Mr. Dean and Mr. Berg for having accused them of being responsible for conditions7

A-No air. Q--You testified on yesterday that you had represented too Seminule County Bank-that is that your firm had, as Livea l. A-Yes: that I had, and my tirm also. Q Until the closing of the

A-Yes. Q-And had represented Mr.

A Yea air. . . And my firm. Q-And Mr. Key prisonally? A-Yea air. . . And my firm.

1977, and is over your per lignature : A---YeA.

A-Yet Q-So that at that time yet were representing Huitthe Con-structure Company? A-In may matters they desired to employ us in. We were only to giad to represent them and myong else. Q-You testified on your direct eramination shout certain iodgo sifiliations, your fastimosy, a. I have it, on direct examination was "I am a member of the B, P. U. E., Bruterhood of the Protective Order of Ella, and have Loss since 1918; a Erd Degree Maron; Knight

A-So far an I know, I have have been notified that I have been dropped from the rolls. I owe some dupy in some of them fraternal organizations, the secretary of one of them came to me recently and I told him to give, me

ne opportunity and I to it him to give, me an opportunity and I would pay the dues, it was not convenient at the time to do it, I think I still belong to each and every one, I have never had any notification of belog dropped for non-payment of dues

uf dues. Q-You are not a member of any other order? A.-I may still to a member in good atanding of the Knights of Fythias, think I am. I was a member of the K it and a member of the K. F. and the lodge was disbanded and I think I am a member cartied on the rells of the niother lodge.

Q. Are you a member of the Ku Klux Klan? A.-I am not now and never

take it that rince the original records are byyond the juris-diction of this Court we are en-

titled to have the copies. MR. LANDIS-I take issue on that, he has bud plenty of time ha demand invisidetion. MR, DeCOTTES-Mr. Landis I have my office copy here and will be very happy to turn them

Mr. Spencer spree. MR. LANDIS We have no abjection, THE COURT-Now that coun-

sel have agreed among them-selves the Court will agree with counsel. After 5 minute recess.

A-view of the state of the stat

bich you signed as attorney far A .- Not in the alightest ticular. City and that the general pub-

Q.-The letter dated November these institutions had done in a these institutions had done in a public spirited way and particu-larly whith its institution had done, and that here was a cartifi-rate of hubbledness against the City of Santadd, Florida an-ticipating the anti-of bonds. An I heat recall Mr. Key was pres-ent. Mr. Lake made the state-The set of the State of the Sta I best recail for, key was pre-ent. Mr. Lake made the state-ment that is to lask examiner was liable to drop suito the best at any time and a \$300,000.00 transaction was rather a large transaction was rather a large transaction with this obligation of the City... (Mr. Ball), and would a mismo give him a latwould I please give him a lat-ter certifying to the facts and circumstances of the issuance of

or said a goinste again "Bertha "B" of paragiph it referring to this identical certificate of in-distedness reals "Each of the said outstanding certificates of indebtedness was issued in excess of the maximum amount pur-ported to be authorized by said resolutions of the City Com-mission." Bo you think they are consistent ?

A .- If you wast me to answer the question 1 will be pleased to do ro.

Q. That's what I asked?

and that portion of the bill deals with \$500,000.00 cettificates of indebtedness referred to in this letter on which there is unjust a balance of \$400,000.00, and which certificate of indebtedness is illegally held now by the Charse National Bank of the City of New York, in so far as the of New York, in so far as the the resolution referred to in my present progress of the case is letter which as a resolution of concerned beause an injunction has been granted by the Court tached at this hill of complaint. concerned tonue an injunction has been granted by the Court preventing disposition of that security. It is, also ione past due, transgraph No. 14 of the bill of complaint any en exhibt. He and that transgraph No. 14 of the bill of complaint alleges, in the Chase National suit, that the City is advised and charges, that each and every of the said pretended estificates of indobtedness was and is noll and void and noi bindipe an the offinitif hit that, the spectrum for the authority of the spectrum of the the noise that exclanate a spectrum to the authority of the spectrum of the the said pretended and is noll and void and noi binding on the plaintiff in that, first: parsed, one of those resolutions

still unsold, and the City Com-

Seminole County Bank has de-

termined that they will not be

mission since the failure of the and the president of his

circumstances of the issuence of this certificate of indebtedness. I raid to Mr. Lake that as I-test recalled at that time that likes had been certain resolu-tions theretofy a adopted by the rily commission authorizing the regutation of abort term loans with the hank to be funde; and paid from time to time from the proceeds of improvement bonds authorized and addi; that I couldn't resolution and that issued of short time indebted ness that might be authorized and issued under these resolu-tions has been used up. Mr. Lake mistaken, and some time dur-ing that present year, which was to do ro. Q. That's what I asked? A. But understand my Tr-marks now are referring to cer-tificates of indebtedness and not any alleged classive in advac-given by me with regard to any bonds of the City of Sanford, Florids, as charged and published in the paper of the defendant. Q. Th is clear I thick that was are taiking about certificates of indettedness. A. Yes, and the letter, Thin-indet county links of the City of Banford, Florido, it is not ad-dressed to the Chase National Lank of the City of -New York and stand by me to handle this for me, f can't Co it with one hand). The portion of the bill deals with stand by the to is paragraph No. 14 and that portion of the bill deals with stand to the city of shore hand is such the city of shore is MRO 000 me critificates of the referred to in bis termines the MR. Philips, and the bill deals with stand by the bill deals with stand to the city of shore hand) a. The portion of the bill deals with the portion of the bill deals with the portion of the bill deals with the tortion of the bill deals with the portion of the bill deals this regulution. Mr. Lake's reply "uone of the resolutions and there has not been a dami one of those resolutions ont justed against it. Screethin Q.-Mr. Dr.Cottes, your counsel is any rend an article with refer-ence to a loan made by the conce to a loan made by the summer and nypoticion of this or article said sourching about the necessity for your changing aides; i have handed your counsel, and now show you your own Exhibit hat better was given it was giv-the boller of indebted. No 5, dated lovember 8, 1929, addre and solely from the proceed of certain scentity bonds author, and accepting a face value the and accepting a face value indextanted to the long in question re-the first to boller for mode the solely from the proceed and accepting a face value indextanted to the long in question re-the time of the first to boller for mode the addre was made the long from the proceed and accepting a face value the tatement of Mr. Lake who and accepting a face value the tatement of Mr. Lake who

chairman of the Lond trustee

that there had not been a sing fuller barenweil by his bank the First National Hank ugain he authority of this resolution

had been negoticled with 11 bank with the Inowledge an concent of Mr. Routholder not

Mr. Chaie that it was an obliga-icn of the city payable out of the proceeds of certain bords then nut mild, being \$290,000 fb-

antiporarily the affairs of the

ment that I made, siz. I will report the statement I made as

Seminala County, Seminale County was created by an Act of going to be shoved into anwering a Legislature of 1013, the coun- a mething that may be contradict began to function August 1913, ad The resignation is on file with time in August 1915, as I the Board of County Communion. recall, my fellow citizens beg. or and whatever the date of that and pleaded with me to take we part in securing the cres- tion, if recepted on that dat, an of Seminole County, ma atti. examinati n of the records will was conscientiously opposed disclore when it was accepted and on economic point of view of a divison of the county, from r the date of the Declaration your a lawyer, it would hav have a solution to have access MR. CARSON: 1 have no desire the secords h re in Sanfore

"than to go to "Friando, but county was sparsely populated a division of last territory wing two sets of offices to schon where on sot was schoning. I b le my fellow on that I rothl not oppose in any public spirited move T thought was for their own tlermont, but could take no pait wer toward the division be county, at the time the dele" on went to Tallahastee they and the induce me to go and to at least lead my sence if I had nothing to my as I refuted to do that Much to surprise when the Board Commissioners strauit d Ith Ha fight Charman, Mr. Frank

Woodraff, a committe of the unty commissioners called upon the and did m, the signal honor to nder use the position as legal munipioners and county at. rney, which honor I accepted and them that I deeply appreciat. at it in view of my att tude with regard to the creation of the and I continue to serve hem as county attorney from that the until sometims in Arril, J this it was, of last year with the ption of the time I way in the when M. J. J. Dickinson that office. Does that answer T golland

Tus., Do you know whithe Figs in February or April? -I would hav, to refer to the My recollection is at fault in I am testifying from mun may have been February. may have been February. I Bank you devoted ninety five per-

After the noon rocess, cross stamination of Mr. DeCottes continuedcettificates- to the purchaser (HyMR. CARSON) Q Mr. DeCottes, during the Q-You don't care to go any

further into your tramus for saying that the sale of those certion hour did you refresh your recollection as to the date of your liticates was necessary to prevent tesignation as attorney of the default? ounty commissioners?

A.-The certificate of the cierk, L. R. Philipr, is shown by the records of the city. The items to tw refunded by the certificate of A-I had no opportunity to do A, sir. The clerk's office was closed and I had to get my lunch. If you will have the clerk to prondebtedness were due, unpaid and duce the original copy of my restg-nation I will be glad to answer delinquent, was the basis for the issuance of those certificates of indebteiness and the only author-ity with which I was concerned in your question. Q-It's immaterial to me if your memory doesn't serve for 1928-

A-Mr. Spencer, will you kindly go down and get the clerk to preuuce my letter of resignation to the county commissioners and then I will make my answer, Mr. Caroresaary in oreer to prevent a

Q-You testified an yesterday that for tes months following the closing of the Seminole County A-Yes sir.

Q-I am asking you on what you based the calculation? A-On the information

my cabacity as city attorney. Q-1 am not making you with regard to legal leasts for the isau-abre. You recall in your direct leatingany you ,sid that speed was 

the city matter of hearsny, and the die

Q-You said on your direct that you had written a letter protenting against it, and then this was filed as an exhibit, which is merely a tabulation.

A-Yes Q-Did yer write any letter positively pretenting against it? A-To the hest of my rememfrance I uid. . And I will may 1

.....

have made e seatch of my files to find that par iculer letter and it cannot be located in my office. I understood it was filed in the Would you

ored it as yel. AQ -You didn't find it in yuor A The record upon which the office and you havon't yet procuted it? A-No sir. The only thing in

writing I have been able to fing in the inbulation as to the resulting effect should the honds be court of this circuit and eventually issued. lefivered-that is the permatent

Q-You to diffed that the San-ford Hermid, a rewspaper, in I no particular criticizes to make di you until alter a meeting in the park here in which you referred to the paper as a distantly sheet

to the paper as a dastaidly sheet and a small toyn - "imitation" I think is the wort- edition of Wil-liam Randolph Hearst, That was on Thursday hight. Did you on the Saturday fellowing make any other spece in which you attacked the Sarford Herald and its editor and husiness manager? A-I mude a thort talk in the hall of the American Legion for the purpose of trying to restore confidence and prevent any panic the purpose of trying to restore fore or after the failure of the confidence and prevent any panic Seminole County Bask. of a financial character with re-gard to any other banking insti-tutions in this county or city. It was the only public utterance that witnes, paper) and see if that re-finance of the time And the second sec

was the only public utterance that I made at that time. And I pos-sibly referred in any remarks to the Hergld. Ar to whether I did ur not E do not definitely recall. Q-Well of rourse the qub tion MR. CARS(1). We ask to

I usked was too general,

Florida; then I hand you a paper you were interested with Mr. Lake and Mr. Key in a folding curporwhich you were kind enough to lend me which purports to be a enthou copy of a bill of con-A-Yes sir.

A No air. Q What was the hame of that? -L. K. D. Incerporated. Q L. K. D. Incuracented? Ye. slc.

Company ? A-At times, sir, tret sir. Not

any yearly retainer basis. An and when they cruce along and your porition and to the validity wanted legal work performed, we of that paper?

know about 7

ticular date, Mr. Carain? Q-With reference to the clos-

ing of the Seminole County Bank. purchases and yold examine als. In change

Q .- 1 op asking you? . A .- I sny that is an answer implied in your querion and 1

3

Was have the letter marked for Identi-

Q Was that the corporation plaint in the mase of the City sold, therefore, there is no avail-called the L. K. D. Corporation? Sanford, Florida against able fund from which the certifi-the Chuse National Bank cate can be paid and the bolder the Chuse National Bank cate can be paid and the bolder I gave him a litter certifyin in the United States Court of that certificate. Seminole last the resolution which he has for the Southern District of County Bank, took it without in his band, which was exceed New York, in which you notice that it was payable and and which was under the se-appear as attorney for the City, fundable only cut of proceeds of af the city, and which he at Q - Did you represent, before the und call your attention to Sec. Lands of the City of Sanfard, closing of the Seninale County tion "K" I should say of para-Flerida, authorized, validated but B. nk, the Hutton Construction graph 14 of the bill of Com- not yet sold there a nothing in Commun ? plaint, then I ack you whether the resolution that provides that it was or not true that it was the certificate of indebtedness thall have any negatiability. There is nothing in the chartes merensary for you to change of the City of Sanford, Florida to Q-When was the last date that then I wish yor would let me inute a negotiable certificate of indel teduces under the law of you had represented the Hutton see the editorial in question in- Merchant, such as the cirtificate Construction Company that you corporated in the question pro- of indebtedness in question. Ho A-With reference to what par- ed paper.) Do rou have refer- aub paragraph (b) of the bit ence Mr. Carson to this portion rays that neither under the City or the editorial 'Costly Advice-It was on his written advice it whatsoever in the State of Flor-A-As the as Is in recall-1 will be recalled that the Chase ids, can the City of Sastord, have to refer to the ficords of my National Bark accepted City of Florids lawfully show or nego. Looks and records as to may Sanford built mark accepted only or Florida lawfully accepted of nego-charges. I and think any a loss to the Sanford built has recurity for intersuch, evidence of indebted-matter of consequence in a year limit, advice which has rince in another manner of the zang-or two prior to tree, "See would buy and sell real or the city and sell real or the such a solar recurity for in another manner of the zang-purchase, and sell real or the the indepted of having graph (c) states . . . "that each the such a solar ?" aldes?"

twords of account, i do recall records of account, i do recall New York referred to in your subsequent to the failure of the Seminulu - founty Bank that i of indebiedness of the seminulu - founty Bank that i of indebiedness of the for the Florids Heffracken Con crete Florids Heffracken Con crete Florids Interfracken Con change sides about bonds but see interfracken Con crete Florids Interfracken Con change Interfracke rescutury contract to purchas the manufacturing plant. I change sides about tonds but see us this office he was to the records whether is was he fore of after the failure of the A.--That's an answer implied for examination a cert in your question.

November 5th-1 drupped to the for examination a certificate of indebtedness supposedly of the City of Sanford, in the sum of g implied in your querion and I three errificates of indebiedness an it is. e. Q.-Suppore I put it this way d then, this written opinion as to the valid ty of restain certifi-orate of indebiddness is contri-tionent to me in elfect that he and disted by the bill of complaint the First Mathematications and the City's and th

of this bill of complaint which dieges that the certificate of h tebtrainers in question presspiif is me by the hen accred ted supor of the city, chairman of he bonds trustees and prosilent of his bank, with a phoney, mice, foryed and counterfeit espe-(icate, Paragraph D sintes the the said purposted certificate debtedness was insued and dow livered without valuable considera-tion moving to the plaintiff. That alteration is based on the Tha' allegation is based on the in another inspirer of the said of the motions who any proposition of law. Sub-para, "goot of the auditors who any graph (c) states . "that each thet after as estimative mudit of of said pretended certificates of the affairs of the city of Sup-indebtedness was issued and ford Forlds that they can field purchased and view examples an on of the city commission. The is allegring alr is know upon it me wells of Hall, and Pentland, co tille: mblic ecreuntants, that an against the res-lution. \$300,000,00, I ting are of the Petruary 5th 1927 that the p three certificates of indebtedness image amount of money imum amount of meney could be borrowed thernon com- could second or was one bety been second or was one thest. the date of Normalier the City's Q- of that your state, tation with infernace he and particular certificate of

WANT AD RATES

ford Daily Herald

med rates are for Pive words of average length

re counted a line. No ad under 3 lines accepted. All advertising is restricted to proper classification. If an error is made The Sanford Hurald will be re-ponsible for only one incor-vet insertion, the advertiser for subsequent insertions. The filled should be betified im-sedictely in case of error

TO ADVERTISERS

Herald representative roughly familiar with rates, you complete information. If you wish, they will as-you in wording your want to make it mom effective.

#### -Announcements

SANFORD DRUG CO. We Deliver-Phone 825 UBSCRIBERS PLEASE NOT IdE-If you fail to get your after please notify Circulation epartment before 8 P. M. A social delivery service is mainsined until that time. We will be giad to send your Herald by spec-ial measenger if it has not ar-rived. Circulation Department, Phone 148.

#### 2-Loss and Found

GOOD OPPORTUNITIES are being lost by not making use of Herald Classified ads. Small in cost and size, big in results. Try one tomorrow. Classified Ad De-partment, The Herald.

FOUND AT Palmetto Avenus and Second Street, one bunch of ys. Owner may have by calling lerald Office, identifying and og for this ad.

sonable. Phone 742-J.

16-Houses For Rent

803 Unicn Avenue.

FOR RENT: Nicely furnished spartment with all modern con-veniences Phone 207.

FIVE ROOM bungalow, unfur-nished screened front and back

porch, garage- largo well kept grounds, Rent reasonable for permanent tenaut, Phone 15.

SIX ROOM furnished bungalow at

stomoblies. OU KNOW THAT YOU

GET YOUR CLOSED TOP REPAIRED WHEN LEDS IT AT SANFORD LITY WORKS NO. 115. NCH AVE.

AUTOMOBILE FOR SALE 1925 Fors Touring \$75 REEL & BONS, 118 Myrtle ECONOMICAL ---Classified Ads are the cheapest form of advertisingbut this does not mean that they do not give results in proportion to display ads.

Thousands of readers daity scan the classified pages for profit-scores of people daily use them for quick results. You too, can profit by reading and using. Make it a daily habit to read the "want ads" and use them when you need fast action.

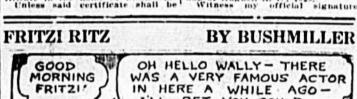
## HERALD CLASSIFIEDS PAY **READ THEM FOR PROFIT --**

**USE THEM FOR RESULTS** —

redeement according to law tax deed will liste thereon on the 21st day, of August, A.D., 1929. Witness my official signature and send this the 15th day of July A. D. 1929. (SEAL) 30 East 14 acres. 30 East 14 acres. The said land being assessed at the date of the insuance of such certif-leate in the mine of Unknown. Unless said certificate shall be re-ceemed according to hav tay deed will insue thereon on the 13th day of August A. D., 1923 WANTED-You to convince yourself that Herald Clessifieds pay. They cost only a few cents and bring dollars and dollars of pro-fits in results. Classified Ad De-pertment The Hehald. L) V. E. DOUGLASS, Clerk Circuit Court Seminole County, Florida, Dy A. M. WEEKS, D. C. Witness my official righture and seal this ath day of July A. D. 1929 (SIAL) Clerk Circuit Court Seminole County, Florida, By II, Douglass D. C. CROSS TIE TIMBER on stumpage NUTICE OF APPLICATION FOR TAX DEEM UNDER SECTION 513 OF THE GINERAL STATE OF FLORIDA. NOUVE Is bereby siven that N. P. BAKER, purchaser of Tax tertifi-ente No. 436, dated the 7th day of June A. D. 1926, has tiled said cer-tificate in my office, and has made application for tax deed to issue in secondances with law, Said certifi-cate embraces, the following described property situated in Beninole county, Florida, to with We of NEW of Sec. 27 Twp. 71 S. Hange 30 East. Me. Acros. basis near Sanford, DeLand. Sanford Tie Co. Box 254. NOTICE OF APPEIRATION FOR TAX DEED INDER SECTION 575 OF THE GRAERAL STAT-LTES OF THE GRAERAL STAT-LTES OF THE STATE OF PLOIDS. NOTICE B HEREIV GIVEN that (REDIGE & WITAKER, purchaser of Tax Certificate No. 804, dates, the filed said certificate in my office, and has made application for 'ax deed to issue in accordance with law, Said certificate embraces the following described property situ. ted in Semirale county, Florida, to with 15 Apartments For Rent FOR RENT-Two well furnished apartments at 611 Myrtle Ave, See Mrs. Noble at 615 Myrtle. FURNISHED APARTMENTS for rent-Park Apts.-Park Ave. and 18th St. Frigidaire. Rent rea-

59 Acres. The said land being assessed at the date of the issuance of such cer-tificate in the name of Abkuysh... Unless said certificate shall be redeemed according to law tax deed will issue theron on the 25th day of August. A. D. 1925. Witness my official signature

o-will Join 75 & 76 Crystal Lakes Cab, Che said land being absensed at the late of the issuance of such cer, ificate in the name of Unknown. Unless said certificate shall be



Increased Telephone Demands

TTE SATURATION SALE OF THE STATE STATES AND A MUSICAL STR

Above: Hawthorne Works in Chicago, showing present plant. Right: Kearny (N. J.) Works, showing present plant in back-tround with Ford plant in fore-

stound. Below: Baltimore stoperty of Western Electric Company where new units are rapidly taking shape.

4

THE SANFORD MERALD, SANFORD FLORIDA MONDAY, AUG. 5, 1929

Cause Large Plant Expansion Austrian Fascisti

and Ma conserver

#### Western Electric Factory Units **Increase Manufacturing Facilities**

The existantly increasing demand for tick the callifies has made increasing demand for tick the construction or con-tracted tor, will give an additional 2000,000 square feet of thor area for manufacturing purposes." At the Kearny works in New Jer-tracted in the construction or con-tracted tor, will give an additional 2000,000 square feet of thor area for present calls for the strench with for a new calle plant is rapidly tak-for a new calle plant is rapidly tak-for a new calle plant is rapidly tak-for the four holdings with a total for the strench and additional single store Moreover, the Ford property adjoin-ing the Kearny Works now under

VIENNA, Aug. 5.-(INS)-One, hunared r fles, several machine guns and ammunition, alleged to be for use of the Austrian Fascisti ware seized today by Austrian customs authorities. Austrian liberal newspapers allege that both Fascists and mon-archists were involved in a con-appracy to seize a Danube River deanter and transport the arga-

**100 Seized Rifles** 

Believed To Be For

PAGE SEVEN

ments to a point near Ling. these arms and munitions, were consigned to Prince Rue-direr Von Stathemberg, leader of the Fascist organization, Hein-wehren, at Castle Waxemberg, ntar Linz. The arms were said to have been declared to the Ausware. They were discovered when suspicious workers dropped and broke some of the boxes revealing their contents.

Newspapers charge that Arch-tuke Leopold Salvator and former imperial Foreign Minister Corrn'a also are involved. The Arch, Juke who was banished from the country some time ago was re-ported to have been discovered living in the Kremsmuchstar mon-astery near Linz.

French Fliers Will Attempt Ocean Hop

PARIS, Aug. 5- (INS) -Antie is to be made soon by Captain Dicudonne Costes and Maurice Belbate, famous French aviators, it was understood today. The "Question Mark," the plane in WBS which the two fliers attempted to tons the ocean in July was beday and the fliers declared that if weither reports were, promis-ing that they would hop off for New York at dawn.

Co tes and Bellonte attempted to ily the Atlantic at the same



Because dandruff is really an





BET YOU COULD NEVER GUESS WHO man and Conijany on May 8, 1928 GOOD HEAVENS! HOW ON EARTH DID YOU EVER KTER BERNE bere. HOMESTEAD-Modern da ty plant being crested near here by Alpfne Grovy Dairy.

rence Harriman from William

had been married in Philadelphia on Feb. 23, 1918 - She charged de-sertion. Mrs. Eleonore Gold smith Palmer was divorced from Dorsey Palmer on grounds of de-

"CAVEMAN" SUED

and battery. SEEK ESCAPED CONVICTS MONTGOMERY, Als. Aug 5.

PITTABURGH, Aug. 5-CINS (INS)--Wide search was being maild over Alabama today for H reastree where rearring was being PITTABUURGH. Aug. 5 (INS) - A mysterious estimation shate reastree who escaped from the treed a three story brick to bling Speigher plana near here in the busing a bischware to be it. If downlews district of Pittshareh wisterary and shock the entire business district. Two persons per keys. The first the second business district. rend knows. The fugitives are were indeness detroit. Two periods for the fugitives are were indeness and and the second statement of the second statem

zewski was cut when they were blewn from their bels in true ly buildings. Hundreds of other persons shoken from their bot DOLORIS DEL RIO TO WED HOLLYWOOD Co. Aug. 5-

(1NS)-- Dolores D. I. P. - Mexican poured into the exceed with score filed star is engaged to seed Te ldy filled with some to fidel is who Joyce, enster's actor, according to the entire front of the building word second from serves friends we blown out. Although the was int, netional

The actrant is now visiting at communist day, investigators freezy point, Minn, and is ex-found no evidence in first exam-institute to return to Hollywood institute to form a connection, they Breezy point, Minn, and is exsaid. next week, dives will follow it was said,

Lo V. E. Luci CLARG. Cork Cloud Court Soudacte Cousty, Forda. By A. M. Weeks. D. C. Ing. nursery business here

NEW YORK, Aug. 5.-(INS)-Averill Harriman, son of the late Take it from George Jean Nation the opening region of North- corena of the scalp, remarkable the opening region of North- relief is obtained by applying an, Par's is deader than a door- western University's annual sum-

SPORTWRITER DIES

The same court granted divorce "fied as the leader of the knork. University. Hawley will dea Fla. (adv.)) de reet to two other American knock school of writing gentiys with the Warner system, while women, Mr. Margaret Pauline work of the 1548 passangers Bachman will discuss the Note: was one of the 1,548 passwagers' Bachman will discuss the Notre Archer Hartridge was divorced was one of the 1,548 passengers Eachman will discuss from Earl Hartridge to whom she returning in the Berengara. Dame style of football.

sitadel of Paris," Mr. Nathan in | DENVER, Aug. 5 -(INS)-Fort Meade, Polk County, Florida, n chi lifer: nave transferred their school of sports writers, and

n ght lifer have transferred their setivities to London where the lid is still off. The writer said is sports editor of the Denver signer, saline compound (known had visited with Eugene O'Neill, Post for 33 years, is dead here as Adlerika) to each glass, the novelist today after a long illness. Since Adlerika acts on BOTH upper the novelist

Among other passengers was his adolescence in Cincinnati, PITTEBURGH, Aug. 5.-(INS) -Harry Richman comedian and "taveman lover" reported enga; ed to Clarn Bow, was made de. bot which she will run in the bot she will run in the she change in t

Shakes Downtown

nate, iMs Harriman aloged de sail, what with police regulations sertion. The Harriman swere that, he says, would make Grov promine à among the lecturer in just a few applicing in just a few applications. Get a month ceach, and head coach bottle todey at your drug store. air. Natian who is easily iden Charles Bachman of Florid. In 25 and 75 cent sizer. Mineralwide Corp., Daytona Beach,

> **3 Glasses Water Help** Constipation

One glass of water is not chough-take three glasses one, and lower bowel and remover

