



# WINTER PARK HITS BRING 7-3 WIN OVER LOCALS

## Fed Errors Place Men In Scoring Position As Bingles Follow

By PETER SCHAAL

Held to five hits by the stocks, Ab Rogers, former Gator ace now hurling for Joe Tinker's Winter Parkers, the Celery Feds, who failed Louie Tofaletti not only at bat but in the field, went down to a 7 to 3 defeat before a large crowd at Municipal Park yesterday afternoon. The Parkers now hold three victories over the Feds this year. Timely hits by Shirty Hall and Carl Rodenbaugh, of the Parkers, when errors by the Feds placed men in scoring position, were the major factors in the victory. Out of the seven runs scored by the Parkers, only three of them were earned. Hall's double with the bases filled in the fourth, scored two runs, while Rodenbaugh's single to center, his third hit of the day, brought in another run in the ninth.

Manager Chapman sent Tofaletti to the mound in place of young Buddy Latta, the sensational 17-year-old pitcher, for the purpose of finding out whether the former Gator ace had the stuff to withstand the attack of a better hitting ball club than the St. Augustine outfit. Although Louie was touched for 11 hits, and walked five men, his performance was as usual, neat, cool, and orderly. He again showed signs of strength in pinches upon several occasions, although he was in difficulty in all but two innings. The Parkers' hits were secured by their most dangerous hitters, unfortunately when men were on the sacks.

While the Parkers were winning a ball game for themselves, the Feds were up to their ankles in misery as time after time they failed to solve the fast-balling, pace-changing Al Rogers when a hit would have scored runs. Red Martin, the mystery man, was the one and only Fed who connected for two hits, the second scoring one of the Fed runs, while Roy Britt, Roy Harrison and Tofaletti were the only other players who dented the hit column. Rogers had his best friends and school mates, Schirard, Peters and Miller, cutting from his hand, to his evident enjoyment.

The Feds scored first, to the accompaniment of a loud outburst of applause from the stands. It was in the second inning, Miller was out, second to first, as a starter, but Peters worked Rogers for a walk. He stole second and went to third as Higgins was out, short to first. Harrison's beautiful ground-cutting hit to short scored Higgins. Tofaletti struck out to end the inning.

Another Fed run came over in the third. Britt was out, pitcher to first. Schirard drew a walk and stole second just before Deetch struck out. Red Martin's low hit drive to center field scored Schirard as the stands went wild. Miller then duplicated Tofaletti's feat of the inning before, by striking out.

The Parkers had scored one run in their half of the third. Rogers had struck out as a starter, but Powers was safe when Britt dropped his fly ball. Powers went to second on a passed ball, and Hall drew a walk. With the count three and two on Pittman, one of the best hitters on the club, Manager Chapman signaled to Tofaletti to throw him a slow ball. It was slow, but failed to split the plate, so Pittman drew a walk, filling the bases. Drossen singled to left, as Powers scored. Moseley hit to Higgins at second, Higgins making a great pig in time to catch Hall at the plate. Gufford popped up to Deetch, and it was all over.

With the score 3 to 1 against them, the Parkers started the fourth inning in search of runs, scoring two before the frame was over. Rodenbaugh led off with a single to short left, but Pete Schirard pegged to Peters all of a sudden, and caught Rodenbaugh off the bag, to his violent disgust. Minor, a clever batter, worked Tofaletti for a walk. He went to second when Rogers hit a line drive which went past Harrison like a bullet. Powers dumped a ball in front of the plate, catching Tofaletti off balance enough for Powers to reach first, filling the bases, before a play could be made. Hall then doubled to deep center, scoring Minor and Rogers. Tofaletti started hearing bells then, and struck out Pittman and Drossen without trouble.

The bats continued at 3 and 3 until the seventh, with the Feds having a grand chance to put a run over the top after Roy Britt had struck out. In the eighth, the Feds scored two runs in the eighth on an error. Red Martin, who had been leading off with a walk, scored, scoring a moment later when Tofaletti threw wild to first to get Minor who should have been out, the ball going to the outside bleachers before a Fed could hold of it. Minor went to second on the error. Rogers drew a walk. Powers bunted to Tofaletti, who easily threw Minor out at first. Hall, once again in a position to do some good, singled to center field, scoring Rogers, who had reached third when a ball thrown by Harrison to second to get Rogers off that base, had rolled to the outfield after striking Rogers in the back. Hall was thrown out at second trying to stretch the single into a double. Pittman and Miller, who had reached first on a single to first to get Harrison, who

was in the ninth, and who had been added to the list of runners on base, were safe at first when the ball was caught by Gufford. The game was over.

The Parkers' record was 11 wins and 10 losses. The Feds' record was 10 wins and 11 losses. The game was played at Municipal Park, St. Augustine, Fla., on Monday, Dec. 10, 1934.

The box score:

WINTER PARK	7
FEDS	3

WINTER PARK

Powers, 1f	5	1	3
Hall, 2b	4	0	0
Pittman, 3b	3	1	2
Drossen, ss	5	1	2
Moseley, c	5	0	0
Gufford, 1b	5	0	0
Rodenbaugh, rf	5	1	0
Minor, cf	4	1	0
Rogers, p	3	2	2

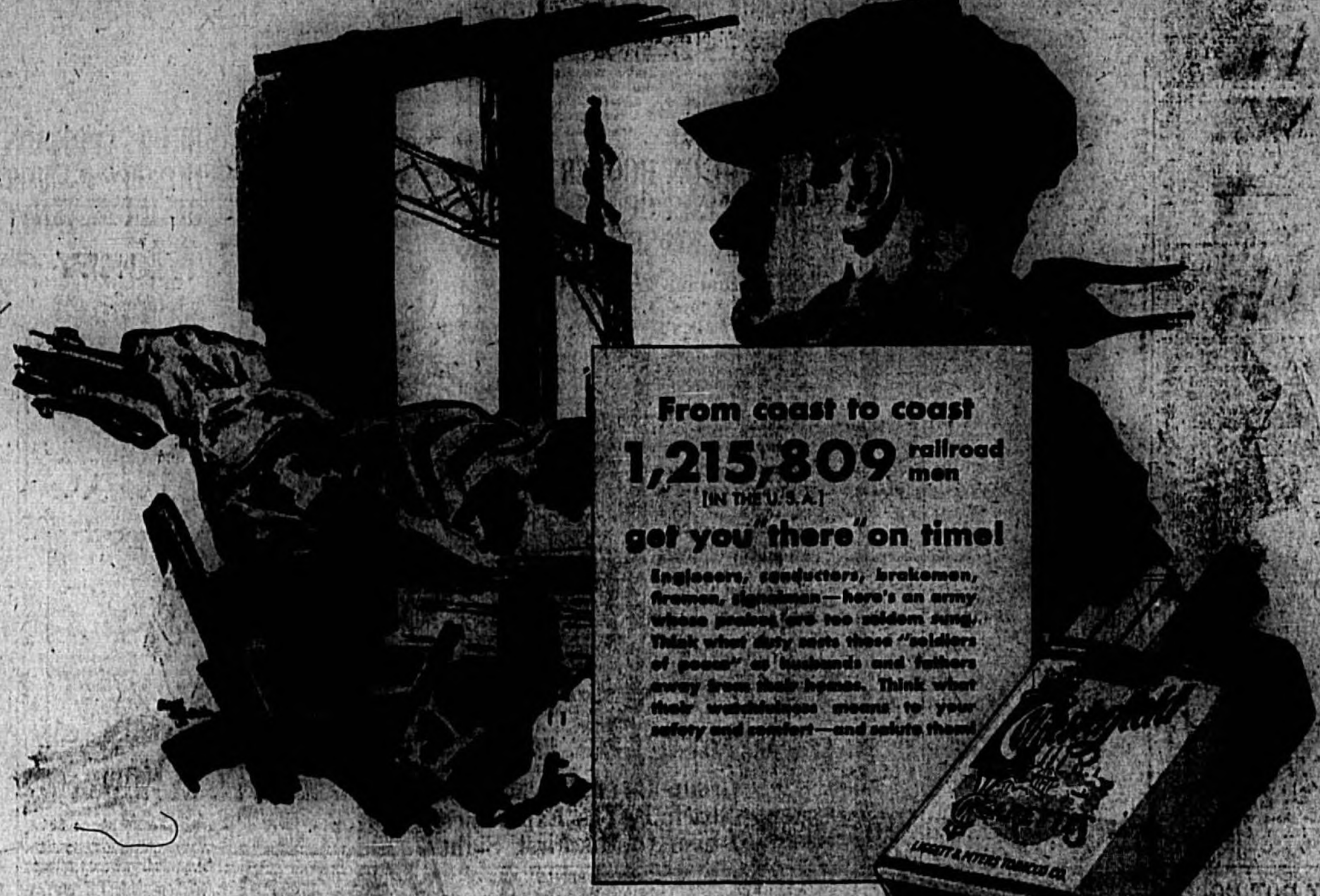
FEDS

Britt, 1f	3	0	1
Schirard, c	5	1	0
Deetch, ss	4	0	0
Martin, cf	4	0	1
Miller, rf	4	0	0
Peters, 1b	3	1	0

Totals

WINTER PARK	22	8	27
FEDS	11	5	16

# Good - they've got to be good!



From coast to coast  
**1,215,309** railroad men  
[IN THE U.S.A.]  
get you "there" on time!

Engineers, conductors, brakemen, firemen, signmen—here's an army whose pocket are too seldom empty. Think what they need these "soldiers of peace" as thousands and fathers away from their homes. Think what their watchfulness means to your safety and comfort—and salute them!

## You don't worry about them—you don't have to!

Sixty... seventy... eighty miles if needed. You don't worry—you know there is a sure hand at the throttle! And just as casually you light a CHESTERFIELD—knowing that every safeguard for its quality, purity and good taste has long since been per-

fect. CHESTERFIELDS are milder because they're made that way—from ripe, milder tobacco and pure imported cigarette paper. You can smoke as many as you like and you'll like as many as you smoke! CHESTERFIELDS taste better.

# Chesterfield

MADE BY LIBERTY & PETERS TOBACCO CO. ST. LOUIS, MO.

The record of Al Capone... conviction for... federal government...

For ten long years this metropolitan toughneck has... street corner of his own little kingdom...

Gradually as the opportunities were... he extended his... they included not only...

Eight young men finally were sent... federal government. They were picked as much for their...

So Al Capone is through... An Example From New York

Reforestation is a subject which is becoming increasingly important... not only in the schools and colleges...

The program of reforestation which the state of New York is executing... says the Miami Daily News...

Five forest law violators are... apart from the state needs orders from counties...

The program has been planned with an eye to the growing needs of the future... A demand for 40,000,000...

If every state had an equally comprehensive program of reforestation... the danger of denuded woodlands would be greatly lessened.

FLORIDA FRUIT AND VEGETABLES

Although the records of... rail shipments of Florida fruit and vegetables for the season...

That the... Florida... the... the...

New York... conditions laid out on the... the fast freight...

But where the Western... usually goes to work in the...

The Tenth Avenue cavalry... are an institution older than the G. A. R. In 1869...

The circus for this... that at the moment the New York Central is...

The... the... the... the...

It is doubtful if there is a single... the...

The... the... the... the...

The... the... the... the...



... that it is a change in... The department stores are...

... the... the... the...

STATIONERY MAKING UP YOUR LIST

PERHAPS you do your staple shopping by the week. Larger items you renew each month.

Household furnishings, automobiles, radios and similar things are in the nature of investments...

But no matter what you buy, you secure yourself... if you plan your purchases in advance...

Making up your list is really a... when you list it, you are...

FOR RENT... M. M. Smith... various real estate listings and contact information.

STATIONERY MAKING UP YOUR LIST... advertisement for stationery and office supplies.

# Social And Personal Activities

MARGARET PETERS, Society Editor Office Telephone 148.

## Personals

Mrs. Paul Burnett and Mrs. Paul Burnett, who spent Tuesday here with their family.

David Spier has returned from America, Ga., where she spent last week.

Mrs. Joan Schirard will depart to learn that she is ill at her home on West Tenth Street.

Mrs. J. E. Preston left Sunday for Knoxville, Tenn., where she will spend the week.

Mrs. Pearl Bobbitt left Friday for Eastern College at Lakeland where she will attend summer school.

George Weinstein left this afternoon for Philadelphia, Pa., where he will undergo an operation at Jefferson Hospital.

Mrs. F. E. Adams and children have returned from Flagler Beach where they have been spending the last two weeks.

Mrs. J. E. Wall left last Friday for her home at Harlem, Ga., after spending a week here with her family, Mrs. T. C. Carlson.

Miss Lucy Marshall Jacksonville, former of the City Club at their home on Magnolia Avenue.

Leander Berner left Sunday for Jacksonville where he will be a laboratory instructor during the summer session at the University of Florida.

Mrs. A. T. White and guests, Mrs. C. A. Burks and two children, Knoxville, Tenn., left this morning for Fort Myers and St. Petersburg to spend several days.

Mrs. P. Donahue and daughter, Mrs. Misses Sadie and Anna Donahue, of Jacksonville, are the guests of Mr. and Mrs. E. H. Culpeper, 215 Magnolia Avenue.

Mr. and Mrs. W. S. Thornton left yesterday morning for points in Georgia where they will spend the next two weeks visiting friends and relatives.

A. Haines returned today from Florida where he spent the week. He was accompanied by Mrs. Haines and their children, Miss Dorothy Haines, who will remain here with Mr. Haines to make their home.

George A. Spier, Jr., returned today from Washington and Lee University at Lexington, Va., to spend the summer vacation with his parents, Mr. and Mrs. George A. Spier, at their home on Park Avenue.

## Home Scene Of Circle Meeting

The home of Mrs. Homer Harris, 1201 Magnolia Avenue, was the scene of the regular meeting of Circle Number Four of the First Baptist Church held on Monday afternoon with Mrs. W. W. Dresser in charge of the devotional. After the mission and Bible study lessons had been taught by Mrs. R. W. Lawton and Miss Allie Trafford, the general routine of business took place.

During the social period refreshments were served by the hostess, assisted by Miss Martha Fox. Those present were Mrs. M. N. Cleveland, Mrs. E. G. Harper, Mrs. F. W. Stanley, Mrs. G. S. Seaman, Mrs. S. A. Edenfield, Mrs. L. C. Kinard, Mrs. F. P. Elias, Mrs. Sanford Doudney, Mrs. V. G. Hasty, Mrs. W. W. Dresser, Mrs. R. W. Lawton, Mrs. W. F. Garner, Mrs. J. D. Abrahams, Mrs. Homer Harris, Miss Allie Trafford and Miss Martha Fox.

## Social Calendar

**TUESDAY.**  
The Co-ed Class of the First Methodist Church will meet at 8 o'clock at the home of Mrs. J. H. Crawford, 1564 Oak Avenue, with Mrs. C. E. Williams and Mrs. R. A. Conoley, flower committee.

**WEDNESDAY.**  
The Junior Christian Endeavor will have their practice at 8 o'clock at the home of Mrs. G. H. Brown, 1114 Park Avenue. The program for Sunday night will be planned at this time with Miss Sarah Moys as leader.

**THURSDAY.**  
Seminole Chapter Number Two, Order of the Eastern Star, will meet at 7:30 o'clock at the Masonic Hall.

**FRIDAY.**  
The members of the Holy People's Service League of Young Cross Church will sponsor a subscription bridge party at 8 o'clock at the parish house. Make reservations with Mrs. Arthur Branam.

## Mrs. Wiggins Gives Party For Daughter

Entertaining for her daughter, Miss Mary Wiggins, Mrs. M. S. Wiggins was hostess at a party given yesterday afternoon for a number of little guests. The party was taken to the matinee yesterday afternoon after which they were motored to Elyandale Park where swimming and a picnic lunch were enjoyed with Mr. and Mrs. Wiggins and Mr. and Mrs. B. L. Perkins in attendance.

At the conclusion of the picnic the guests returned to the Wiggins home on Magnolia Avenue where they were guests for the night. Those invited were: the Misses Mary Wight, Jane Lloyd, Evelyn Stowe, Madeline Truluck, Estelle Hurl, Sara Jeannette Chittenden, Louise Perkins and Mary Wiggins.

## FOOD HINTS

**Cooking Beef**  
The quickest way to a man's heart is by the means of cooking a good beefsteak for him. If you doubt it, ask any successful wife you know.

And that the tribe of the above may increase, I'm suggesting a few methods of cooking beef that will register success.

Let's begin with the good old broiled steak. It's best to select a tender cut about 1 1/2 to 2 inches thick. Trim it carefully, taking all precaution to remove the excess fat and wipe with a damp cloth. Then decide whether you want to broil the steak direct or put it in the skillet and pan-broil.

If you decide to broil by direct heat, be sure to grease the rounds of the rack. Prepare the steak by salting and peppering. If you wish further flavoring, run an onion over the steak, rubbing it in well. Never place the steak higher than three inches from the flames. In all my experience, I've found that the steak broils better when the door to the oven is left slightly open. Sear first one side, then the other, but be careful that the crust is not pierced. After the initial searing, lower the flame, and leave the steak to achieve that succulent finish, turning it occasionally.

If you're pan-broiling, be sure to get the skillet sizzling hot with a little grease. After searing, reduce temperature and cook until ready. Here it is also necessary to return the meat to insure thorough cooking. Don't try to keep the flavor in by covering with a lid this a fallacious theory. Above all, don't add any water, as this will make the fibres of the meat tough.

Always heat the platter before placing the steak on it, as a cold dish tends to draw the heat from the meat. If the steak has not already been seasoned, give it a dash salt and pepper and melted

## Women's Council Of Church Has Meeting

With Mrs. D. R. Johnson presiding, the regular meeting of the Women's Council of the First Christian Church was held on Monday afternoon at the home of Mrs. R. G. Fox, 1920 Magnolia Avenue. During the business session the following chairmen of committees were appointed: Mrs. C. J. Harrison, visiting committee; Mrs. L. A. Conoley, flower committee; Mrs. R. G. Fox, communion and hostess; Mrs. H. E. Cordell, house, and Mrs. W. A. Patrick, finance.

Mrs. A. M. Walker presented the devotional lesson for the day and Mrs. A. H. Byrd followed the lesson with a prayer. Reports from various circle chairwomen showed an increase in the work for the year. Mrs. F. S. Lamson read the financial report for the past year.

Refreshments were served by the hostess, assisted by Mrs. W. A. Patrick and Mrs. Tom Ellis. Those present were: Mrs. D. R. Johnson, Mrs. A. H. Byrd, Mrs. G. M. Shipp, Mrs. J. T. Ellis, Mrs. A. M. Walker, Mrs. H. E. Cordell, Mrs. W. A. Patrick, Mrs. George Ray, Mrs. H. E. Weekley, Mrs. J. R. Richards, Mrs. C. J. Harrison, Mrs. George Townsend, Mrs. F. S. Lamson, Mrs. P. B. Butner, Mrs. H. J. C. Cuss, Mrs. R. G. Fox, Miss Hattie Loussing and Miss Mary Evelyn Eason.

letter. Garnished with parsley, the dish makes a very attractive showing, but some men do not seem to care for such fixings.

- Lauche**  
Cheese Fondue  
on Whole-wheat Toast  
Tomato Salad  
with Cream or Milk  
Milk  
Dinner  
Meat Loaf  
Scalloped Potatoes  
Peas  
Nut Bread  
Lettuce Salad  
Fresh or Canned  
Fruit  
Small Cakes

Remember that the time allowed for cooking the steak, depends on whether you want it rare, medium or well-done; also on the thickness of the cut and the degree of heat applied.

Pot roast of beef is such a good old English dish that it appeals heartily to the man of the house. Your butcher will tell you that the best cuts are chuck ribs, cross arm, clod, round and rump. It is best to use a piece about five pounds in weight. Prepare the meat by wiping with a damp cloth and rubbing with salt, pepper and flour. Then place in a kettle that

has been warmed and brown the meat on all sides, turning frequently in about four tablespoons of beef fat. Insert a small rack between the roast and the bottom of the kettle, add one half cup of water, and simmer until tender. Be sure that the kettle is tightly covered. Complete cooking takes about three or four hours. Unless the roast is turned and basted occasionally, you will find it to be tough in spots. Pot roast of beef makes a very attractive dish when served with buttered carrots and peas or stuffed onions.

Of course, vegetables may always be cooked right in the same pot as the meat. Carrots, celery, onions, potatoes, turnips and tomatoes may all be prepared in this way. If you prefer them whole, don't put them in the pot until the last hour of cooking.

For-rib roast of beef, purchase a two or three rib standing roast. Place in an open pan fat side up. Do not add water, as the fat will melt and baste the meat sufficiently. Put in a hot oven about 30 minutes until it attains a faint brownish color. Then reduce the temperature to about 300 degrees. To prevent drying, baste occasionally. Serve on a hot platter.

**GOSPEL MEETINGS**  
The public is cordially invited to attend a series of gospel meetings which will be held at the Free Methodist Church at Lake Monroe every night starting at 8:00 o'clock. The Rev. R. J. Milligan will deliver a sermon each night with special songs to be sung by a large choir.

**WEST PALM BEACH**— Post Office Department accepted site on Flagler Drive between Third and Fourth streets as site for new post office building.

Used Machines \$8 Up  
We Do Hemstitching.  
SINGER SHOP  
Phone 80-J. Yaltes Bldg.

**SORENESS ALL OVER**

"I was in a run-down condition and suffering with my back and sides," says Mrs. M. M. Cook of Fort Payne, Ala. "The pain in my side was so great it caused a soreness all through my body. I was reading the newspaper and saw Cardui advertised. I thought it might help me. After my first bottle, I felt better. I took another, after which I was greatly improved, so much so that I have recommended Cardui since."

**CARDUI**  
Sold at Drug Stores.

**WEST PALM BEACH**— Post Office Department accepted site on Flagler Drive between Third and Fourth streets as site for new post office building.

Used Machines \$8 Up  
We Do Hemstitching.  
SINGER SHOP  
Phone 80-J. Yaltes Bldg.

**VISIT**  
**SPENCER'S NEW DAIRY**  
On Country Club Road  
And See For Yourself Why Our Bacteria Count Is Maintained Under 10,000.  
U. S. Standard For CERTIFIED MILK.  
Inspection Invited  
At All Hours  
SPENCER'S DAIRY, INC.  
Geo. C. Harden, Mgr.

*Consider your Adam's Apple!!\**

# Don't Rasp Your Throat With Harsh Irritants

*"Reach for a LUCKY instead"*

What is the effect of irritation upon the throat? Here are the exact words of a noted authority retained by us to study this question. He writes—

"First, the vocal chords, on account of their delicacy of structure, would be the first tissues to give indication of irritation, evidenced by the huskiness of the smoker's voice, the result of relaxed tension and slower vibration of the vocal chords. The next site of irritation would be the tissues adjacent to the vocal chords comprising the larynx, therefore the general focal point of the irritation would be in the voice box represented externally by the Adam's Apple."

So—Consider your Adam's Apple. Be careful in your choice of cigarettes. Don't rasp your throat with harsh irritants. Reach for a LUCKY instead.



*Frank Stewart Cussey*  
BALTIMORE, MD.

## Thrift Week for Thrifty Shoppers

AT

# CHURCHWELL'S

36 inch <b>PRINTS</b> New Patterns <b>10¢ Yd.</b>	Pepperel <b>PILLOW CASES</b> Size 42x36 <b>23¢ Each</b>	Ladies' genuine <b>DEAUVILLE SANDALS</b> Regular \$6.00 <b>\$2.95</b>
30 inch white <b>Long Cloth</b> In 10 yd. bolts <b>87¢ Bolt</b>	6 foot <b>WINDOW SHADES</b> Get them now <b>49¢</b>	Men's \$5.00 <b>SPORT OXFORDS</b> Black and white <b>\$3.95</b>
32 inch pink <b>NAINSOOK</b> Good Grade <b>8¢ Yd.</b>	Special: Ladies <b>SLIPPERS</b> Regular \$4.95 <b>\$3.95</b>	Odd lot Values to \$27.50 <b>Men's Suits</b> Sizes 36 and 37. Fiancels and Tropical Worsted. <b>\$13.95</b>
6-4 Pepperel <b>SHEETING</b> Shocked <b>33¢ Yd.</b>	Men's \$5.95 <b>OXFORDS</b> Black or brown <b>\$3.95</b>	Men's Old <b>PIN CHECK PANTS</b> Special Bargain <b>89¢</b>

**SMOOTH!**  
—and she always looks just like that!  
The young lady has only one secret; it's a permanent wave. She can appear as young as ever, and after a year, as she could after a year.

**WAVES**  
Waves—\$5  
Tones—\$10

**PAUL'S**  
Beauty Shop

**LUCKY STRIKE CIGARETTES**

**"It's toasted"**

Including the use of Ultra Violet Rays  
Sunshine Mellow—Heat Purifies  
**Your Throat Protection—against irritation—against cough**

TWO-PIECE SILHOUETTE POPULAR



Smart daytime costumes worn by visitors at Alton are sketched above. A two-piece frock in yellow silk knit is bordered in white and orange stripes and the blouse is developed with an irregular collar in reverse effect, and three-quarter sleeves. A yellow shiny, rough straw hat is worn by Mrs. J. Averell Clark.

Turquoise blue flat crepe makes the second two-piece frock, with white lingerie collar and cuffs in shirred and ruffled treatment. The seamed detail of the peplum and skirt are in corresponding movement. A matching ballbun hat completes this costume. The brown and white allance is expressed in this printed frock which poses massed white florals on a brown ground. The capelet over the short, puffed sleeves and the side peplums are effective. A brown rough straw hat with white flowers posed at one side is worn.

or by any law on any bond of head trustees now existing or that may have been heretofore issued. The duties and powers of the bond trustees are to act as trustees of such funds as may be loaned from time to time for legal purposes authorized municipal purposes; they must advertise for sale and sell all city bonds or reject bids therefor. A majority constitutes a quorum. Moneys arising from such a sale of bonds are to be placed in a depository to be drawn only by checks signed by two members of the board of trustees and countersigned by the president of the council.

The legislative and executive powers of the City are vested in the Commission as a whole—not in individual members. The Mayor is elected by the City Commission. He has no sole legislative or executive power, as such. Section 22 of the City Charter provides: "Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be authenticated by the signature of the presiding officer and the Clerk of the Commission. Every ordinance of a general or permanent nature shall be published once within ten days, after its final passage, in nonpartisan type."

The charter further provides for a city attorney whose duties are to act as legal adviser to the municipality and its officers in matters relating to their official duties. He may be required to give an opinion on any questions of law relating to these duties. The city's power to borrow money and to issue bonds are provided by the city charter. As to the power to issue bonds, section 106 provides that street improvement bonds may be issued

"to an amount not exceeding seventy per cent of the proportionate part of the cost of said street improvements . . . and said bonds shall be issued up on the adoption of a resolution by the City Commission providing for the issue thereof without submitting the question as to the issuance of said bonds to a vote of the electors of said municipality."

Section 107 provides: "After the levy of special assessments for street improvement stand confirmed, and after the completion and acceptance of said improvement by the City Commission, the City Commission may, by resolution, issue street improvement bonds . . . to an amount not exceeding the unpaid assessments for said street improvements provided, however, that if any bonds have been

issued and authorized that they be issued by resolution of the City Commission providing for the issue thereof without submitting the question as to the issuance of said bonds to the vote of the electors of the municipality. And section 123 provides: "The City Commission in its corporate capacity, is authorized to issue from time to time bonds . . . and all municipal purposes mentioned in this Act, and for such other lawful purposes as may be determined by ordinance; provided, however, that (except as otherwise provided in this Act) before the issue of any bonds shall be made, an ordinance shall be passed expressing in exact terms the amount of the bond issue and purpose for which such moneys to be realized are to be used, which said ordinance proposing the issue of bonds shall subsequently be approved by a majority vote of the electors of the city . . . voting at an election held for that purpose, at such time and in such manner as may be prescribed by law and, the city ordinances."

Section 123 (A) provides for the issuance of negotiable public utility bonds which is limited in like manner to section 123 Just quoted. Section 123 (E) provides that "Any and all negotiable bonds . . . shall be advertised for sale on sealed bids which advertisement shall be published" (in a specified manner), and it is provided that if any bonds are not sold pursuant to such advertisement, they may be sold at private sale at any time within sixty days after the date advertised for the receipt of sealed bids. There is no provision of the charter which sanctions the issuance of certificates of indebtedness either as negotiable or non-negotiable. But defendant argues they are on the same basis as bonds.

The Seminole Bank is a state institution incorporated with a capital and surplus of \$125,000. It became insolvent August 6, 1927, at which time a receiver was appointed. The Mayor of the City of Sanford was also the president of the bank at the time herein referred to, which fact was well known to the defendant. The City maintained accounts in the bank for current funds and others for special funds of the bond trustees. The books of account of the bank trustees were kept in the Seminole Bank by the trustee who was not employed by the City. The Seminole Bank and defendant for some years had carried on bank business relations.

and executed in the City's name by the Mayor and attested under the corporate seal by the City Clerk. The City minute and resolution books failed to disclose this certificate. The other two members of the City Commission did not know of the issuance of the certificate prior to July, 1927. The city attorney on November 8, 1928, furnished an opinion to the president of the bank, to be submitted to the state bank examiner, certifying to the legality of these certificates of indebtedness. This letter was sent to the defendant. The Vice President of the Seminole Bank by letter on the same day directed the defendant to charge the Seminole Bank with "the demand note for \$100,000 which you now hold when the \$300,000 note has been credited." According to the defendant's letter of November 10, 1926, this was done. The \$100,000 was paid, as an obligation of the City but as a demand loan made by the defendant to the Seminole Bank. The letter of the city attorney was legally inoperative. The opinion was not given, as the charter provides, to any officer of the City and was expressed in the face of want of power of the plaintiff to issue this evidence of indebtedness. (Town of Dilth v. Bank of Commerce, 92 Fla. 976, 110 So. 837). The certificate bore the unrestricted endorsement of the Seminole Bank.

On December 27, 1926, two additional collateral notes were executed by the Seminole Bank to the defendant, one for \$100,000 and the other for \$200,000. They were endorsed by the president of the bank and two certificates of indebtedness of the plaintiff—one for \$100,000 and the other for \$200,000—were given as collateral. Both were payable March 27, 1927. They bore the unrestricted endorsement of the Seminole Bank. No record of municipal authority for issuing these was found. The other two members of the commission did not know of their execution or delivery until July, 1927. On November 6, 1928, the date of the issuance of the first certificates, the bond funds available in the Seminole Bank were \$1,200,418.16, and on December 26, 1928, when the other two were delivered, \$967,529.23, indicating no requirement for issuing the certificates in question. When these last two bills were discounted by the defendant bank for them was given to the Seminole Bank. The memorandum record thereof contained no reference to the plaintiff. Receipts of the bills were given from time to time on request of the Seminole Bank but no new certificates of indebtedness were substituted for those which had matured.

On November 8, 1928, the Seminole Bank advised the defendant that it had received from the

trustee of the bank the three certificates of indebtedness in controversy. There was no consideration given therefor. It resulted only in the payment of an account as above, no check, were drawn against it and there were no effects realized it except as item of \$100,000 paid out of the very entry which produced the account and there were no entries paid by received upon the books.

The court below held that the plaintiff was estopped to deny the validity of these certificates. Section 1235 of the Revised Central Statutes, a Florida Act of 1926 provides that the city or town council shall have power, with approval of the voters, to borrow money. Section 1236 authorizes the issuance of bonds for any municipal purpose. The plaintiff was a municipality governed by a commission with duties and powers expressly prescribed. Such authority is exclusive.

These certificates were not issued under section 1 of the charter for current expenses. The defendant knew they were for improvement and not for current expenses. If they be held valid as negotiable securities, they must be valid as bonds within the provisions of the city charter. Section 123 authorizes, issuing bonds for the general municipal purposes mentioned in the charter and such other lawful purposes as may be determined by ordinance. It requires confirmation by a majority vote of the qualified electors. When bonds are negotiable, they are to be advertised for sale. If these certificates are not bonds, they are invalid; if they are equivalent to negotiable bonds, they are invalid since they were not offered for sale, as required by section 123 (E) of the charter nor were they advertised as required. To sell on sealed bids and after advertising, meets the full need of the plaintiff's credit. The defendant concedes the certificates were negotiable. (Denver v. Home Savings Bank, 234 U. S. 101).

There is no recital that the bank into believing that section 123 (E) had been complied with and that sealed bids had been asked for by advertising. The bank in accepting these certificates knew there had been no sealed bids or advertising as required. Moreover, the defendant knew the certificates were issued to finance the city's improvement temporarily, until the issue of bonds provided for in the resolution were sold and funds became available. The correspondence between the plaintiff's mayor and the vice president makes it clear that the defendant was taking the certificates whenever the city needed the money, simply assuming that it would be repaid from the proceeds of the bonds sold. They knew that the requirement of advertising had not been fulfilled. Some of these bonds were sent at intervals of one week apart. The advertisement of bonds was referred to in the letter which accompanied the second certificates. The purchases of municipal securities are charged with knowledge of the provisions of law governing their issuance. (Dixon Co. v. Field, 111 U. S. 85, 89; Ogden v. County of Davies, 102 U. S. 634, 641; Crow v. Oxford, 110 U. S. 215, 221; Barnett v. Denison, 145 U. S. 185, 193).

The purchaser of bonds may not rely upon the recitals therein of compliance with statutory formalities when he knows the contrary to be true. (Chaffee Co. v. Portland, 122 U. S. 205, 204). And the defendant here may not say that it believed the certificates had been advertised for sale unless the statement reciting public notice had been complied with. (Robertson Co. v. Field, 111 U. S. 85, 89; Richardson v. Grant Co., 27 Fla. 495 (Dist. Ind.).)

In the course of the litigation between the defendant and plaintiff, through the Seminole Bank, it was the practice, as seen by the certificate, to give to it to charge the account of the proceeds from the sale of the bonds to the face of the certificate and with certificate and interest to the plaintiff. It is clear that the bank knew the certificates had not been offered for sale. The plaintiff had presented to the defendant an agreement of the defendant's president (Blann Co. v. Field, 111 U. S. 85, 89; Dixon Co. v. Field, 111 U. S. 85).

There are no recitals in the defendant's certificate which would justify the plaintiff in believing that the certificates were negotiable securities. The defendant's certificate contained no recital that the certificates were issued in compliance with the provisions of the charter. The defendant's certificate contained no recital that the certificates were issued in compliance with the provisions of the charter. The defendant's certificate contained no recital that the certificates were issued in compliance with the provisions of the charter.

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