

Zeppelin Takes Off For U. S. In Spite Of Approaching Storm

Giant Ship Is Well On
Way Across Ocean;
Stowaway Is Aboard
But Is Still Unfound

By Otto D. Tolischus
International News Service
Staff Correspondent

FRIEDRICHSHAFEN, Germany, Aug. 1.—(INS)—Speeding to escape a severe storm heading down the English coast, the trans-Atlantic air liner Graf Zeppelin was on her way to Lakehurst, N. J., today carrying 18 passengers and a stowaway on the first leg of the first commercial air journey around the world.

Reports received at the Zeppelin company's headquarters up to a late hour this morning indicated that all was well aboard the great dirigible, and that she was making good speed in her effort to beat out the storm.

The Zeppelin left her hangar on the shores of Lake Constance here today at 3:29 A. M. (10:29 P. M. Wednesday New York Daylight Saving Time). Aboard, the huge ship was a known complement of 59 living beings, composed of two monkeys, two doves and 600 canaries, in addition to the passengers, the crew of 41 and the stowaway.

The Graf Zeppelin started one minute ahead of her pre-ordained schedule as a result of the decision to take no chances on being caught in the heavy storm sweeping south from the English Channel.

Dr. Hugo Eckener, commander of the dirigible, impressed upon the passengers the necessity of an immediate start because of the approach of a severe storm, caused by a low pressure off Ireland, which was beating down toward the continent.

Rather than risk a prolonged period of bad weather, which might necessitate putting the ship back at the start for a week or more, Dr. Eckener decided to get under way with all possible speed. The passengers, who had gathered at the Flughafen Hotel impatient for the start, were hustled into the gondola at 2:45 A. M. Two minutes after the crowd had taken their places at tables and chairs.

Weather forecasts for the first part of the journey are far from favorable. The Hamburg weather station reports a depression stretching along the fifty-fifth parallel from Labrador to the Baltic Sea, with a whirlwind raging over the western part of the North Sea, the south of England and Western Germany. Strong west winds, caused by the gale are sweeping Central and Southern France.

A particularly bad weather zone is reported between Brest and London, through which the Zeppelin must pass. Considerable rain was forecast, and it was expected that the Graf had successfully passed Brest and crossed the French border, but bad weather conditions still lie ahead of her.

East of the Azores, however, the Zeppelin should encounter good weather if the southern route is decided upon by the commander, but a heavy belt of fog prevails along the northern route after the Thirtieth Degree of Longitude. Before the start, Dr. Eckener said he would decide upon the latter half of the ocean route after passing the Azores.

The route of the flight across European territory calls for the Zeppelin to fly over the Rhine Valley to Marseilles and thence to Gibraltar, where the dirigible will head out over the open sea.

BODY IS FOUND

TOWANDA, Pa., Aug. 1.—(INS)—With the finding of Mrs. George Benjamin, of East Towanda, Pa., after being battered by heavy blows, a search for the missing body of a man who was reported to have been killed during the Auburn, N. Y., prison during the convict uprising on Sunday.

VOTES CONFIDENCE

PARIS, Aug. 1.—(INS)—The Chamber of Deputies gave the new Briand Cabinet a vote of confidence this evening. The vote was 321 in favor of government and 136 against. Earlier in the session the Premier, Raymond Poincare, had declared his confidence in the cabinet for a vote of confidence.

BOY SCIENTISTS FACE DIFFICULT EDISON QUIZZES

Questions Cover Wide
Range And Would Be
Hard For Majority

WEST ORANGE, N. J., Aug. 1.—(INS)—Forty-nine hopeful junior scientists chewed millions of atoms of pencil wood today over the latest questionnaire invented by Thomas A. Edison. For five hours the youths did mental gymnastics with Edison's "fifty-seven varieties," covering 23 pages and guaranteed to break the heart of even an "ask me another" expert.

The winner will be educated along scientific lines under the guidance of the great inventor, and the winner should deserve it. The questions blanketed a wide field, including chemistry, physics, history, mathematics, engineering and general questions a well-informed man should know but usually doesn't.

For instance, here are a few of the questions:

"If you were marooned alone on a tropical island in the South Pacific without food how would you move a 100 lb. stone?"

"Outside of the field of religion, what three men not now living do you think particularly deserve your special admiration and what qualities do you admire in each?"

"What place in our daily lives do you think the automobile will fill 100 years from now?"

"The captain of a boat, when passing a certain cliff on a summer night, heard the echo of his whistle four seconds after blowing. How far was the cliff?"

"If you were to inherit \$100,000 within the next year what would you do with it?"

"That's one lot of unscientific minds could answer."

"What are the principal cities on the Atlantic Coast?"

"Name the use of the following: Galvanometer, Vernier, Oscilloscope, Pantograph, Micrometer, Pyrometer."

"Give me energy and power and give an illustration of each."

"How does weight differ from mass? How does force differ from energy?"

"Would a body weigh more or less on the moon than on the earth?"

"Where would bodies weigh nothing?"

"What do you consider four of the most important qualifications necessary in any journal?"

The winner will be announced tomorrow. Among the judges are Colonel Charles A. Lindbergh and Henry Ford.

THRONGS JAM CITY FOR SALE AFTER SUPPER

Local Merchants Express
Delight Over
Outcome Of Affair
Matching Boom Days

"After Supper Specials" offered by Sanford merchants last night drew hundreds of shoppers from cities and communities all over Central Florida, as well as thousands of home folk, and a check of the most successful merchandise events ever staged in the city.

Virtually all important stores took part in the event and it was through this united front that the "After Supper Sale" attracted so many traders from out of town, merchants explained.

The prices and free attractions also aided in drawing the crowd, which has been described by many as being the largest ever to gather in the city.

Most of the merchants began to get dividends from the sale, plan the moment their doors opened last night. Women, for they were the principal buyers, were quick to realize the bargains and eager purchasing was the rule.

The early shoppers were not all Sanforians, either, said one merchant. "A lot of them were from towns in the surrounding territory. It's easy to spot the out-of-town buyers. They always come in little groups and usually know what they want, for they have studied the advertisements and made their selections. At an early hour last night, highways leading into the city were crowded with cars, trailing to prove the large out-of-town attendance."

Expressing complete satisfaction over the success of the "After Supper Sale," local merchants were almost a unit in the opinion that the event, which attracted the largest crowd since the "boom days," was gratifying both as an individual business benefit and as a tonic for the public morale.

The event exceeded all expectations and in spite of the bad weather in the early evening, attracted a tremendous throng, said Vivian Speer, "I saw more out of town people last night than I have seen in a long time." Mr. Speer continued. The management of Woodford & Watson stated that they were well pleased with the sale while the Sanford Long Co. reported a "business like the boom days."

Mr. Arthur Vane's of the Vane Co. declared the event a "grand success" and said it should be made an annual event. Mr. Vane said his store did an excellent business, experienced a rush from the time the doors opened until closing time. Mr. W. M. McKinnon stated that the sale exceeded expectations and expressed the belief that the affair was a good thing for the community. The Union Pharmacy termed the sale, "one of the finest five events" (Continued On Page Three)

Little Theatre To Give Play Tonight At Milane Theatre

Rachel Crothers comedy playlet, "The Doctor," is to be presented tonight at the Little Theatre at the Milane Theatre by the Little Theatre group of Sanford. The cast includes Mrs. Frank MacMahon, Miss Ralph Smith, Mrs. E. M. Marler, Mrs. E. F. Housholder, Miss Martha Pitt, Mrs. Katherine Schirra and Mrs. Charles Henderson. The play has been directed by Mr. Frank MacMahon, who has had wide experience in production and has enjoyed a career of much prominence upon the legitimate stage.

Mr. Henderson, who plays the role of the Doctor, has been associated with the Green Room Players of Stetson University during its four years' study at that institution, and the Little Theatre Group feels fortunate in having Mr. Henderson in their group. The remainder of the cast is made up of local people who all ably interpret their various roles.

The play has a combination of humor, pathos and love, and is said to be one of the best works of this popular author. The feature picture stars Dolores Costello in the "Madonna of Avenue A," with a new reel and a talking short subject "Now and Then" completing the program.

HE COMMANDS ZEPPELIN



Dr. Hugo Eckener, commander of the German passenger dirigible, on his way across the Atlantic, believes trip will require eight days.

BIG BATTLESHIPS TO BE RETAINED IS CAPITAL VIEW

Officials Decide Suggestion First Line May Be Abolished

WASHINGTON, Aug. 1.—(INS)—Apparently inspired stories from London that the naval conference, which President Hoover and Premier Ramsay MacDonald are endeavoring to arrange for London this coming winter, will consider the abolition of battleships, failed to make much impression on Washington today.

In many circles the story was regarded as "ridiculous," and in the most authoritative quarters elsewhere it was stated that such a move as the complete abandonment of the capital ship had never entered the minds of the naval experts. The report, however, figured in the calculations of the naval experts.

Undoubtedly it was said, when the powers that be in London there will be discussion of naval expenditure in all classes of naval fighting craft, category by category, but that the battleships will continue to be retained as the backbone of the fleet.

The capital ship problem is now confined entirely to the matter of replacements. The Washington conference in 1921 set the limit for all the world's navies so far as this government is aware there are no capital ships being built anywhere in the world.

In 1921, however, the question of replacement of those battleships which have reached the most valuable age, and there may be some reduction in this class of vessels by the simple formula of an agreement among the powers not to replace up to the limit allowed by the 1921 treaty.

The cost of big battleships is the compelling factor in restricting their further reduction. A first class modern battleship costs anywhere from \$45,000,000 to \$50,000,000, depending upon its equipment and structure. At \$50,000,000 (which some naval experts consider a minimum) the cost of a single battleship would be \$50,000,000, or one-quarter the cost of one battleship.

The operation was performed by Dr. Marion, well-known French surgeon, assisted by Drs. Jossot and Baidin. The patient was resuscitated and is now resting comfortably as could be expected. The operation, found to be necessary some time ago, forced M. Poincare to retire from the post of Premier, a position now held by M. Aristide Briand. M. Poincare's period of convalescence is expected to be two or three months at least.

The operation took place at a clinic in the Rue de la Chaise, Mme. Poincare, wife of the ex-Premier, was in the hospital at the time. Soon after the operation was completed, a brief bulletin was issued describing it successfully and reporting satisfactory progress on the part of the patient.

OUTBREAKS QUELLED

SHANGHAI, Aug. 1.—(INS)—Unrested outbreaks by youthful Communists in the Sincity settlements were successfully quelled by police today, after a few brickbats had been hurled through the windows of tram cars and omnibuses. Authorities anticipated more serious outbreaks tonight.

MAJOR IS KILLED

COLON, Panama Canal Zone, Aug. 1.—(INS)—Major Paul T. Brock, of the United States Army, was killed at France Field at 8 o'clock this morning when his pursuit plane crashed. The cause of the crash could not be determined at once.

SEINE FISHING BEGUN TODAY IN LOCAL AREA

Revived Industry Will
Provide Big Returns;
Over Forty Licenses
Are Issued By Noon

The return of an industry which has been dormant for nearly five years, and which is expected to provide an annual revenue of nearly \$100,000 to this vicinity, is predicted following the approval of the State Game Warden of the request by both the Seminole and Volusia County Commissioners to allow seine fishing in the waters of the St. Johns river, Lake Monroe, and Lake Harvey for the next 60 days, beginning today.

Following weeks of effort on the part of E. F. Housholder, representing the fishermen of this district, a hearing was given by the County Commissioners which resulted in the approval of the plan. Mr. Housholder carried the matter to E. C. Wood, State Game Warden, who acted favorably, and authorized the issuance of permits.

The season officially opened today, and the permits, issued at the offices of Mr. Housholder, numbered over 40 at noon today. The permit allows any person, in seine, to fish in the St. Johns river, which forms the boundary of Seminole and Volusia counties, and in Lake Monroe and Lake Harvey. No seine is allowed in the inland lakes of either of the counties, and a license is not to be issued for Lake Joseph, still closed for seine fishing.

The seines used must not exceed 200 yards in length, and the persons will be granted permits only if they are residents of either county. Any fish, with the exception of black bass and all varieties of bream may be caught and disposed of. Each person engaged in the business of fishing or assisting in the handling of seines must pay a \$3.00 fee, which allows him to fish in the fish wharf and fish dealers are required to pay a \$5.00 fee.

The enforcement of the regulations will be under the direct charge of J. E. Gendler, deputy sheriff of Volusia County, and D. R. Hodges, game warden of Seminole County, and all violations of any of the rules will be reported to their permit and prohibited from further fishing in either county.

The permits are good for an entire season, beginning Aug. 1, and are expected to be renewed at the end of any of the rules will be reported to their permit and prohibited from further fishing in either county.

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DeCottes Admits He Ordered Minutes Of Meetings Changed

SNOOK REFUSED
USE OF COUCH IN
COURSE OF TRIAL

Slayer Of Miss Hix To
Sit Up While Story
Of Murder Is Told

COLUMBUS, O., Aug. 1.—(INS)—Without the support of a couch as ardently requested by defense counsel, Dr. James H. Snook will sit in the courtroom today, listening to prosecutor John J. Chester, Jr., depict him as the emotionless and deliberate slayer of Theora Hix.

Judge Henry L. Scarlett declared this morning that he will not accede to the pleadings of Snook's lawyers that the health of their client demands the placing of a cut in the courtroom so that he can recline at ease while the story of his ill-fated wedding that ended in the killing of the school girl is told.

For the first time this week, Judge Scarlett had Dr. R. M. Brundage, noted Columbus pathologist, examine the accused man. The physician who, at the behest of the defendant's counsel, made a physical examination of Snook, reported to the court that Snook is afflicted with nothing more than a severe headache resulting from the reaction to the test.

Thick-lensed blue glasses were prescribed to relieve the headache with the thought that the pain may come from eyes affected by the strong lights in the courtroom. Judge Scarlett said.

The effect of the glasses on Snook's appearance has been rather startling. They accentuate the impression of illness, which with Snook's face having grown a few shades paler in the last few days, and the defendant's shivering from time to time that he is in severe pain.

Judge Scarlett further announced that he will allow no further tests made on Snook, if they tend to impede the trial, and that the defendant is to remain in the courtroom in the last two capacities, he said, had counsel with the failure of the Seminole County Bank.

The letter, which Mr. DeCottes said he wrote from his office in Sanford, to the city clerk instructing him to destroy the minutes, was under the date of July 8, 1927 and was as follows:

"Before leaving for New York, I left with me a draft of proceedings of the City Commission relating to the private sale of the bonds of the City of Sanford, Florida, aggregating \$1,000,000, advertised for sale on July 15, 1927, leaving certain blank spaces to be filled in upon my return from New York."

"Upon my arrival in New York, Mr. Lake was unable to sell off the bonds advertised for sale on July 15, 1927. I am enclosing you herewith draft of the proceedings of the City Commission under date June 16 and June 18, respectively, to be made part of the minutes of the City Commission meetings held on those dates."

"The excerpts enclosed show the minutes of the City Commission under date June 16 and June 18, respectively, to be made part of the minutes of the City Commission meetings held on those dates."

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Says Friends Prevented Him From Making Personal Matter Of Herald's Attacks

A letter written by George A. DeCottes to former City Clerk L. R. Phillips, advising the latter to destroy the minutes of certain commission meetings and enclosing a set of new minutes to be substituted therefor, figured prominently this morning in the \$100,000 libel action against The Sanford Herald.

James M. Carson, chief counsel for the defense, read the letter to the jury in an effort to prove that Mr. DeCottes had assumed other duties in the management of the City government in addition to his legal services. Mr. DeCottes had previously testified that he had assumed no part in the administrative functions of the municipality.

Yesterday afternoon Mr. Carson had accused from Mr. DeCottes the statement that he had written one set of substitute minutes while in New York with the then Mayor Lake. This morning he testified that on another occasion and in connection with another libel action, he had written the substitute minutes from his office in Sanford.

In the course of his interrogation this morning, the attorney testified that it was only the restraint of his more sober friends that prevented him from taking the law into his own hands and committing a breach of peace as the result of publication of what he described as "scandalous attacks" upon him by the defendant newspaper.

During the Wednesday afternoon session, Mr. Carson also drew from Mr. DeCottes the admission that, while serving as city attorney, he was also counsel for the defendant Seminole County Bank and personal attorney for Lake, who now faces a long prison term for embezzlement and misapplication of bank funds. Employment in the last two capacities, he said, had ceased with the failure of the Seminole County Bank.

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Shorts, Open-Neck Shirts, No Socks Is Suggested For Men

WASHINGTON, Aug. 1.—(INS)—The army medical authorities of the summer would have nothing to say in the matter of clothes if the ideas of Dr. W. F. Draper, assistant surgeon general of the U. S. public health service, were accepted.

He suggested a pair of shorts, open necked shirts, and no socks or stockings as the ideal dress for the hot and humid weather here today.

The doctor condemned the pajama dress advocated by W. O. Saunders, Elmer N. G. editor who went to court to prove his right to wear what he pleased. However, he pointed out no more expense was given by a pair of pajamas than by ordinary clothing.

"Exposure of the body to the sun's rays is desirable," he said. "But a man exposes only his face and hands. A man's clothing holds a blanket of warm air next to the skin and interferes with the evaporation of perspiration. This is both unhealthy and uncomfortable."

Women, with their sun tan dresses, short sleeves, low necks and brief skirts, have about reached the ideal for summer dress in the opinion of the public health official. Men, however, are far behind the times, he thinks. "However," he added, "The men will soon catch up."

FACES WATER FAMINE

ALBANY, N. Y., Aug. 1.—(INS)—With its surplus supply rapidly approaching exhaustion, the city of Albany today faces the possibility of being entirely without water within a few hours. The main conduit is broken and the auxiliary line is jammed by a broken valve head. One of the three storage reservoirs is empty. Fire officials this morning expressed fear that a serious fire would be uncontrollable.

KNOXVILLE, Tenn., Aug. 1.—(INS)—Buried under an avalanche of sand and gravel, Roy Black, 28, an employee of the Knoxville Sand-Gravel Material Company was dead today. His body was not recovered until 40 minutes after the accident.

Record Attendance Marks Meeting Of Kiwanis Club Here

Having a record attendance, the Kiwanis Club meeting in recent months, with a number of inspirational talks by prominent Kiwanians and visitors, was held at the Kiwanis Club today.

The meeting was attended by a delegation of New Smyrna Kiwanians, headed by President Albert Power, and representatives of the Clermont Club in the persons of President S. H. Bowman and Secretary John C. Lochner.

J. Fred Schindler, a guest of the club, gave a short talk, and also sang. A trio of New Smyrna Kiwanians also assisted in the musical program.

Mr. Schindler said that the congeniality remarks addressed to the club by the large number of visitors was most gratifying to the members of the local club.

He added that "the good will manifested throughout the meeting was a genuine expression of the spirit of the people of Central Florida who are now in the throes of great difficulties but who are confident that progress and better times are only a short distance ahead."

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OLD POLITICAL ROW RECALLED IN LIBEL SUIT

(Continued From Page Three)

issue a paper here and publish to the world this man has charged—

MR. CARSON: Do I understand the Court has ruled?

(Jury excused from the court room)

MR. LANDIS: My thought is, may it please the Court—and I think the Court understands I am not trying to argue to the Court after the Court has ruled—I think it is advisable with the issue of libel suits to make the amount of damages in a libel suit of this character is largely determined by the evidence as stated in the case of Jones vs. Townes.

The Sanford Herald is one of these papers—published to the world—this man has made these unjust charges... that they are unfair, extortionate, etc.

It seems to me that nothing is more important than to say that they were in good faith. They had men at the public meetings... They at no time protested... And yet they come out with an issue of the paper without ever making—if it is good faith, now—they cannot recall it afterward, but they broadcast to the world that this man has charged these extortionate fees, whereas they sent men to each of the meetings and at no time protested directly.

(Jury returned to court room)

THE COURT: The ruling stands. The objection is sustained; exception noted.

Q—Mr. DeCotter, can you state from your own personal knowledge whether or not a representative of the Sanford Herald was present at the various meetings and time when your bills came before them for approval?

MR. CARSON: Objected to on the ground that it has nothing to do with the issues in this case.

THE COURT: Objection overruled; exception noted.

A—I can.

Q—Were you present?

A—They were so present, and during the period immediately preceding the publication of the articles described in the declaration, and subsequent thereto, on most every occasion of a regular meeting of the city commission, Mr. Dean or Mr. Berg of both of them were present as representatives of the Sanford Herald. Now Mr. Landis, before you ask me another question may I be permitted to supplement my testimony with regard to fees paid me for special services rendered in connection with bond issues?

Q—Yes sir.

A—I would like to state to my former testimony that I issued something in excess of two million dollars in bonds for the city of Winter Park, which were special street-paving assessments—for which they paid me the full fee of one percent on the aggregate amount of bonds issued and sold, which were in excess of two million dollars.

Q—Mr. DeCotter, it is alleged and set forth in the publication of the newspaper, as set forth in the declaration, that the city commission of the City of Sanford pays Mr. DeCotter twenty thousand dollars a year. Did they ever pay you that amount?

A—They did not.

Q—Did anything approximating that?

A—Not even approximating that sum.

Q—Now this publication in which they publish that to the world in their paper, as we will see later, and which is alleged in the declaration, is alleged to have been made on the 14th day of July 1928. Did the Sanford Herald have its representatives present at these various meetings prior to the 14th day of July 1928, from time to time, during the time that you were city attorney?

A—They did. And beginning immediately following the failure of the Seminole County Bank, or, as speaking, and on most occasions, either Mr. Dean or Mr. Berg, who were respectively the editor and business manager of the Sanford Herald were either both or one or the other present at those meetings.

Q—And the Seminole County Bank failed when?

A—On the 6th of August 1927.

Q—And this publication was on the 14th of July 1928. Now from the 6th of August, then, of '27, until July, 1928, you say either Mr. Dean or Mr. Berg were present?

A—Were very frequently present. I don't mean to imply that at each and every meeting that either one or both were present reporting the meeting, but quite frequently they were present.

Q—Mr. DeCotter, (handing witness paper)—whether or not you can now refresh your memory by figures, which you have made out in the exact salary that you received each year for the five years spoken of in this newspaper article and what it is?

A—I can make a calculation, and have made a calculation, in referring to my notes for the purpose of refreshing my memory, I handed over a period of approximately the last five years of my tenure of office the authorization and all legal proceedings in connection with bond issues?

Q—Yes sir.

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Q—Mr. DeCotter, when you rendered these bills for these services, at what kind of meetings of the council or commission were they considered and discussed and approved, rejected or modified?

A—At regular meetings of the city commission, and ordinarily it would be the meeting or the last meeting of the month, approving for payment the bills payable the month following.

Q—Were these public meetings?

A—Public meetings, yes sir.

Q—Was it known throughout the city, about what time and place, when these meetings were held from time to time?

Q—Mr. DeCotter, as city attorney of the City of Sanford did you at any time in your official capacity protest against the issuing of any of these bonds?

A—I did, on frequent occasions.

Q—I mean as city attorney?

A—Not in my official capacity as city attorney, but in my capacity, and as stated at the time, as a resident and taxpayer.

Q—Then as city attorney you at no time protested?

A—No sir.

Q—Did you have any right to protest?

MR. CARSON: We object.

MR. LANDIS: I will withdraw that question.

Q—Mr. DeCotter, you carried out and performed the orders of the city council then with reference to these bond issues, as they ordered them from time to time, did you?

A—I did, to the best of my legal ability.

Q—Did you exercise your right as a private citizen at any time with reference to the advocacy or non-advocacy of those bond issues?

A—I did, sir.

Q—Explain when and as to what bond issues, and how you did it.

A—I could not at this time recall the precise date, without reference to my records, or the city records, but it was at the time when there was a contemplated issue of bonds on the city aggregating something slightly in excess of two million dollars, which bonding program had been carried upon after meetings of the Chamber of Commerce, the Rotary Club, and Kiwanis Club, and after estimates had been prepared, and furnished at the direction of the city commission, and the matter had been considered by the city commission, the bonds to be used for the purpose of a municipal hospital for the building of docks and wharves, for sewer improvement, for a natatorium and, for a municipal hall, and for the purchase of real estate for the city and for some other municipal purpose that I don't recall, the contemplated issue aggregating something slightly in excess of two million dollars. After the matter had been thoroughly discussed and the program approved by the civic bodies, a delegation of citizens were present at the city commission urging the exercise of the discretion of the city commission in authorizing the negotiation of these various issues of bonds. I was present at the meeting and requested the permission of the commission to be heard, in my private capacity as a citizen, resident and taxpayer, and the request was granted. I made it clear to the city commission that as long as I served in the official capacity as their city attorney that I would not undertake to dictate to them their policies and suggest what they should do in an executive and administrative way.

Q—Now in your public protest and also in your other protest to these men individually did you show whatever increase there might be, or what there would probably be, of necessity by the issuance of these two million or more bonds?

MR. CARSON: I have no objection to your stating what was in a written communication.

THE COURT: To the question as framed the objection is sustained because it includes what the witness has already stated in the public protest, but I do subject to you stating what was in a written communication.

Q—We will withdraw the question. In your oral protest at the meeting which was held for the purpose of a public discussion as to the advisability of the issuance of these bonds, and in your oral protest in Mr. Chase and the other members which you have testified you made did you make any comment or argument with reference to the increase and the amount of the increase of taxes?

MR. CARSON: We object to that on the ground that it assumes what is not in testimony. Mr. DeCotter said that in making his protest at the public

meeting it was oral, and his protest to the individuals was in writing.

Q—We withdraw the question. Refreshing your memory, did you make an oral protest to Mr. Chase in the old city hall over there?

MR. CARSON: Objected to as leading.

THE COURT: Objection overruled; exception noted.

A—I made a protest orally at another time to Mr. Chase, who was at that time a commissioner, and I made an oral protest to the three commissioners in the city hall here in Sanford at a regularly called meeting of the city commissioners when they were considering the issuance of these bonds that I have mentioned.

Q—Now in this oral protest that you made at the public meeting, and in the oral protest that you made to Mr. Chase and the other commissioners elsewhere, when this matter was being discussed, as to its advisability or non-advisability, did you call their attention to the increase in the tax rate that would of necessity come in the tax rate if they issued these bonds?

A—I recall specifically an oral protest made at the city hall on Park Avenue, that I did make known to them my views with regard to the problematical increase in the tax rate should these bonds be authorized and sold, and stated on that occasion that it would double the tax rate then being paid by the citizens of Sanford if the bonds were issued and sold. (After a brief pause) If I said double, Mr. Landis, I would like to qualify it by saying practically double.

Q—I don't recall how I answered that last question.

Q—Mr. DeCotter, I believe you say you are acquainted with the corporation known as the Sanford Herald?

A—I am. We represented them for several years, or for some time... it may not have been several years. I am personally acquainted with the corporation and the officers thereof.

Q—Please look at this paper which I hand you (handing witness paper)—six pages—entitled

"Public Confidence Must Be Restored," beginning with the fifth line of the second paragraph and the words "We find the answer to the question in the matter of confidence," and continuing to the end of the editorial.)

Gentlemen, to get this in the order in which it is declared on in the declaration, I will read now that part which pertains to the second count.

THE COURT: That is another one, Mr. Landis?

MR. CARSON: That is the same issue of the paper?

MR. LANDIS: Oh, yes, it's the same issue of the paper, but I am carefully reading the different parts as we have them declared on in the declaration.

MR. CARSON: No objection.

MR. LANDIS: (continuing to jury) An editorial headed "Public Confidence Must Be Restored," (At this point Mr. Landis read to the jury from Exhibit 2, issue of July 14, 1928, of the Sanford Herald, editorial entitled "Public Confidence Must Be Restored," reading the entire editorial, and also in the first column of same page the following: "What every one is asking now, 'Why is George DeCotter so sore at the Herald? Because The Herald is trying to stop his gray train.'")

Now the next count is based on this same editorial which appears on the same page here with the cartoon which says, "Help, Help," with the picture here of Mr. DeCotter with the body of an octopus, "Chase National Suit, Excise Tax, Bond Fees, Exorbitant Taxes, Paving Assessments, Herald, \$25.00" (handing paper to jury-men)

Now I wish to call your attention to the fact this is on the editorial sheet, and on the front page of the same paper there appears a picture of George A. DeCotter, "He gets his... City pays DeCotter \$25,000.00 a year. Jay pays the city attorney \$5,000.00 Sanford must hire other counsel."

(At this point Mr. Landis read to the jury the list of figures shown in box in upper right hand corner of issue of Sanford Herald of July 14, 1928, under heading "How City Paid DeCotter," reading the entire list, and totals, etc.)

That appearing on the front page is evidently asserted to be true, along with his picture and the heading here, "DeCotter gets his."

Q—Mr. DeCotter, I hand you The Sanford Herald, the issue of July 14th 1928, and call your attention to the published items purporting to be amounts that were paid to you individually and charging up the total as \$104,700.18. It has been read to the jury, and I want you to take it item by item and explain whether you got that money and what was done with it.

MR. CARSON: Just a suggestion. There's \$10,000 of that it doesn't say was paid... says it was still owing.

MR. LANDIS: Yes sir.

WITNESS: Will you hand me the memorandum on that, right there.

MR. LANDIS: The \$10,000 Mr. Carson, it says so here... city still owes... and I so read it to the jury.

MR. CARSON: I know; but you were asking him to explain whether it was paid.

A—Of the total sum shown by the item referred to, stated to be the sum of \$104,700.18 paid by the city to me, I received, as I have previously testified, the sum of \$58,830.10, plus certain nominal sums not included in the amount last mentioned, which were payable to me as monthly salary.

Of the aggregate sum shown by this statement to have been paid me, or dug and payable to me, aggregating \$104,700.18, I received the total sum of \$58,830.10 plus a nominal advance covering monthly salary over the period of time covered by the statement in question.

Q—Now will you take up item by item and explain those items and what became of the money?

A—Included in the statement I have before me I see an item of \$11,000.00 listed as water works account. The total of that item of \$11,000.00 was disbursed to a city attorney and paid at or at the request of "How City Paid DeCotter," reading the entire list, and totals, etc.)

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Standard Daily Rates
 Space: 100 words
 1 line 1 day 10¢
 1 line 7 days 60¢
 1 line 14 days 1.00
 1 line 21 days 1.25
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