

# The Sanford Herald

AN INDEPENDENT DAILY NEWSPAPER

SANFORD FLORIDA, WEDNESDAY, JULY 31, 1929

THE WEATHER

Generally fair tonight and Thursday. Light to gentle variable winds.

VOLUME XX

Leased Wire International News Service

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NUMBER 272

## Fliers, Down After 420 Hours In Air, To Face Much Feting

### Endurance Aviators Of Robin Physically Fit After Trying Post; 1 Gains Over Pound

ST. LOUIS, Mo., July 31.—(INS)—Although Dale "Red" Jackson and Forest O'Brien were sleeping peacefully in the palatial Queen Marie suite of the Coronado Hotel here this morning, after setting an amazing world's endurance record of 420 hours and 21 minutes, the pilots' real endurance test was to start today.

For St. Louis, who have been forced to watch their air idols from a distance of 4,900 feet or more as they soared above them for 17 and a half days in their cloud clinging air castle, the St. Louis Robin, vice determined, now that they had the boys with them, to shower the pilots with the praise and admiration they had been forced to lack for nearly two weeks and a half.

Beginning at noon today with banquet to be tendered the flier by the air board of the chamber of commerce, the stamion of the doxy pilots will be tested anew by series of fetes and celebration calculated to bring terror to the hearts of these two who despise the elements and law of gravity for a record-breaking record.

The flight of the Robin provides some interesting features. The plane landed officially at 10 o'clock last night, it has a ground Saturday July 31.

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### Boy Scout Jamboree Is Formally Opened

BIRKENHEAD, Eng., July 31.—(INS)—In the presence of all the nations of the world the Duke of Connaught, uncle of King George, opened the world jamboree of the Boy Scouts Association at Arrow Park, today. The jamboree is the largest held in scout history and marks the "coming of age" of the scout movement. There are nearly 1,500 American scouts, representing the various states, thirty-one parts of the British Empire and 41 other nations are represented. The Duke of Connaught, president of the Boy Scouts Association, received a thunderous ovation as he arrived in the grounds, accompanied by Sir Robert Baden-Powell, the chief scout, and other high officials.

### STRIKERS' TRIAL TO BE TAKEN TO NEUTRAL GROUND

GASTONIA, N. C., July 31.—(INS)—The trial of the 16 strike organizers and strikers led by Fred Erwin Neal, militant communist organizer, who are charged with the slaying of Police Chief O. F. Adolph at a labor meeting June 7 today set for trial in another month of jail before they are held in court again to stand trial for their lives.

Less than two days after they were arrested for the assassination of the chief, the defense counsel, presenting something like a hundred affidavits to show that sentiment against them here was nothing short of hatred, obtained a change of venue. The trial was ordered to be held in Mckenburg, an adjoining county.

Meanwhile the three girl defendants in the massive case—Vera Buch, Amy Schechter and Sophie Melvin, 18 years old, all released on bail, are expected to gain their freedom sometime today. For since the state announced they would be tried only on a second degree murder charge and Judge M. V. Barnhill agreed to permit them to make bond of \$5,000 each, the defense expected to arrange their freedom before the day is over.

The male organizers and strikers, however, will face first degree murder charges, according to the present plan of the prosecution, and will be held in the county jail here until the day before their trial in Charlotte, which will not be called sooner than Aug. 25, the day the next regular session of the Mckenburg superior court begins.

The time of the trial will be set by Governor O. Max Gardner. The prevailing opinion is that the chief executive will call a special term of court for the trial beginning Aug. 26 or thereabouts, and that Judge M. V. Barnhill, the special judge who presided here, will sit on the case.

### FAMINE AVERTED

ALBANY, N. Y., July 31.—(INS)—A serious water famine was averted here shortly after noon today when workmen, who had been laboring feverishly for hours to repair the municipal mains, finished one emergency line. There was only enough water available at the time to supply Albany's needs for about two hours. One reservoir was entirely empty and the other two were half empty.

### NEGRO IS GUARDED

WAYCROSS, Ga., July 31.—(INS)—Deputies today whisked Willie Bryant, alleged negro attacker of a white woman, into the Ware county jail and three extra guards around the jail to thwart any possible outbreak of violence. The black was captured by a heavily armed posse early today, which had scoured the countryside for the fugitive for more than 24 hours. The posse turned the negro over to the sheriff, and he will be held for indictment.

## FRANCE'S WAR SUPPLIES DEBT TO BE CARRIED

### Obligations Expected To Be Merged Into General Agreement On Debt Settlement

WASHINGTON, July 31.—(INS)—The United States will not demand payment of the \$400,000,000 surplus war materials debt due from France on Aug. 1, Secretary of the Treasury Mellon has announced today. It is the expectation of Mr. Mellon that the \$400,000,000 debt will be merged into the settlement of the general French war debt.

A note to French Ambassador Claudel announcing the decision of the government explained that although congressional enactment of a resolution for postponement of the \$400,000,000 debt was completed last winter, it is expected that Congress will promptly ratify the Mellon-Berenger debt agreement, which includes the surplus war materials debt in its terms.

The Mellon note postpones collection of the principal of the war supplies indebtedness until Congress acts on the Mellon-Berenger pact, but under no circumstance is the maturity date to be extended beyond May 1, 1930. France has agreed to meet the usual interest.

Secretary Mellon wrote Claudel the following: "The agreement between the French Republic and the United States, known as the Mellon-Berenger agreement, providing for the financing of the payment of the indebtedness of the French Republic to the United States, has been ratified in France in accordance with the terms thereof, but has not as yet received the approval of the Congress of the United States. The said agreement having been ratified by the government of the French Republic, the Secretary of the Treasury, with the approval of the President, hereby agrees with the French Republic to the postponement of the date of the maturity of the principal of the indebtedness of the French Republic to the United States in respect of its purchase of surplus war supplies maturing Aug. 1, 1929, until the Mellon-Berenger agreement has been approved or disapproved by the Congress of the United States, but in no event shall such date be postponed beyond May 1, 1930. The Congress will convene shortly, and it is my expectation that the Mellon-Berenger agreement will receive consideration at an early date.

"It is understood that the French Republic agrees to continue to pay interest on the said obligations maturing Aug. 1, 1929, in accordance with the terms thereof, until payment is made, however, that if the Mellon-Berenger agreement is approved by the Congress of the United States prior to May 1, 1930, such amounts paid as interest prior to that date will be credited to the first annuities specified in the Mellon-Berenger agreement.

It is further understood that in the event of the approval of the Mellon-Berenger agreement by the Congress of the United States the French Republic, within a reasonable time thereafter, will pay to the United States such additional amount as may be necessary to bring to current basis the payments due up to that time under the terms of the Mellon-Berenger agreement.

"I shall appreciate it if you will transmit this communication to your government with the suggestion that your government authorize you to signify in writing its acceptance of this agreement and that this exchange of letters constitutes a definite and binding agreement between the two governments."

### MAIL PILOT KILLED

TAMPA, Fla., July 31.—(INS)—Vivian M. Jones, 30, a mail pilot, was dead today, following the crash of his airplane here yesterday during a test flight. Jones was killed instantly when the plane plunged to the ground from an altitude of 2,000 feet. He had taken the ship aloft for a test before his daily trip with northbound mail.

### SUNDAY BALE ASSURED

JACKSONVILLE, July 31.—(INS)—Sunday baseball for Jacksonville appeared certain today following a municipal election held yesterday to decide the question. Unofficial returns showed the proposed sabbath professional games to be sanctioned by an overwhelming majority. With practically all precincts heard from the vote was 5,811 for and 1,496 against.

## Entertainment, Prizes And Exceptional Bargains To Feature Big Sale Tonight

Entertainment, prizes and exceptional bargains in the stores participating are just a few of the many features of Sanford's first city-wide "After Supper Sale" which will be inaugurated tonight at 7 o'clock, the first event of a program being the awarding of 50 "Big" tickets to The Milano at the corner of First Street and Magnolia Avenue.

Following this the stores will offer sensational bargains for three hours and keeping open house to visitors. Twenty-five Dollars in gold is to be awarded to the two shoppers buying the most from stores sponsoring the event. Fifteen dollars is the first prize and \$10 the second. Stores will issue a regular sales slip to purchaser bearing the sale and amount of the sale, and those will be saved by shoppers competing for the prizes. Shoppers are asked to turn in their slips to The Herald office immediately after the stores close. They will be checked while the street dance is being held and prize winners announced at its conclusion.

The sale will close with a midnight show at the Milano. The show, which Dolores Costello is starring in "Madonna of Avenue A", other attractions will also be presented, among them being organ solos by George Broekmann, former organist of the theatre.

The various firms sponsoring the event and The Sanford Herald will express their appreciation to Mayor Nelson Gray and Police Chief Roy G. Williams for their kindness in placing benches and roping off Magnolia Avenue for the dance. Officers to whom appreciation is due for their efforts in helping put the event over are White-Highlyman, Inc. who donated the services of a truck, Wegener Furniture Co. for the use of chairs for the orchestra and the Florida Power and Light Co. for arranging lighting facilities for the orchestra.

## IDEA OF UNITING NAVY PARLEYS IS BEING DISCUSSED

London Meeting Would Occur Before Conference Set For '31

WASHINGTON, July 31.—(INS)—Consolidation of the Washington arms conference scheduled for 1931 into capital ships with the proposed conference to apply the principles of parity to all categories of fighting craft, with an advance of the date was under consideration today by the Hoover administration.

To bring this about, officials said, it would be necessary to consult the other signatories to the Washington treaty of 1921 establishing the 50,000-ton limit for capital ships. The Washington treaty of 1921 provided for a meeting in 1924 for the purpose of revising the treaty. Together with this development in connection with the conversations in progress in London between Premier Mellon and British Prime Minister Ramsay MacDonald, it is an indication that the consolidated conference would be held in London rather than in Washington. The place of the next conference is under consideration along with the consolidation suggestion, it was said.

Officials pointed out that it would be absurd to hold two conferences covering the same ground within a year or so of each other. If an agreement were reached between Great Britain and the United States on cruiser and other categories not included in the capital ship agreement, it was said, there would be no need to wait until 1929 to put it in effect along with the advance, and both might better be moved up.

Some indication of the Hoover administration's attitude on parity, and just what parity means (Continued On Page Three)

## Edison Grets 49 Youths Who Seek To Follow In Inventor's Footsteps

WEST ORANGE, N. J., July 31.—(INS)—In a short, cryptic message, Thomas A. Edison greeted 49 boys today, pick of the nation's high school graduates, one of whom will win his patronage, and told them that there is no test which is a suitable yardstick to measure human beings.

"You young men represent a selection from the youth of America, a selection made by the exercise of the best judgment of many great minds," said Edison. "You are here at my invitation for a final competition to determine which among you shall be awarded the Edison scholarship. Those among you who are great minds will be distinguished by many considerations in making the final awards. We hope that time will prove our selection to have been a wise one, but this is up to the winners themselves. It must be remembered that

there is no test, no suitable yardstick which can positively determine the relative value of one human being as compared to another. Life and human relationship are too complex, too involved to permit such determination. The race will be a close one. It would be a stupid race, however, if everybody won.

The purpose of this scholarship is to stimulate the interest of the youth of America in mental development, with particular emphasis on scientific matters and more generally in the high ideals that make for the finest type of American manhood.

## JURY FINALLY CHOSEN TO TRY CASE OF SNOOK

### Eleven Men, 1 Woman Selected After Six Days Of Wrangling; Professor Still Ill

COURTROOM, COLUMBUS, Ohio, July 31.—(INS)—After six days of wrangling a jury to try Dr. James H. Snook, former Ohio State University professor, for the murder of Miss Theora Hix, attractive young coach, was selected shortly before noon today. The jury is comprised of 11 men and one woman. A thirteenth or emergency juror was yet to be named. This fact, yet begun this afternoon when the jury is sworn in.

Earlier in the day defense attorneys requested court to adjourn the trial because of the serious illness of Dr. Snook, but Judge Marbury L. Dearstine overruled the motion, asserting the defendant was strong enough to remain in court.

Both the defense and state attorneys announced at 11:30 this morning that they were satisfied with the jury now constituted. The court then said the jury would be sworn in but before this was done the defense entered a blanket challenge of the entire jury array. This was regarded as a technicality, but served to delay the swearing in of the jury until the afternoon session as Judge Henry F. Seawell adjourned court until one o'clock P. M., so the jury could be sworn in in the absence of the jury.

Judge Seawell overruled the defense motion tooust the whole jury, Attorney E. O. Bicketts, making his plea and that all the jurors were sworn in. Several Columbus newspapers from June 18 to July 1.

"The reading public is saturated with news reports and editorials on the Snook case, and it would be practically impossible for any juror to wholly impartially judge the case from his mind what he has read," declared Bicketts.

"I feel satisfied that we have obtained a fair jury," replied Judge Seawell, and consequently overruled the motion. Bicketts made formal exception to the judge's ruling.

## Blame Is Placed By British Board For Sinking Of Vestris

LONDON, July 31.—(INS)—Three New York agents of the League of Nations, David Cook, Harry Wheeler and Gail Headley, were found guilty of manslaughter by the board of trade investigation into the disaster of the Virginia coast last November in which more than 100 lives were lost, including many women and children.

Cook was ordered to pay \$2,500 toward the expenses of the inquiry. Wheeler was fined \$1,000 and Headley \$500. The board of trade investigation into the disaster of the Virginia coast last November in which more than 100 lives were lost, including many women and children.

Wreck Commissioner Butler Aspinwall announced his findings at a public session of the lower courts. Butler, conducted the inquiry. Overloading was found to be one of the main contributory causes of the foundering of the steamship, which was bound from New York to Caribbean and South American ports when it was lost.

Following is a list of the five contributory causes as listed by the wreck commissioner: 1—Loading the vessel beyond the load line. 2—The "tender" condition of the ship. 3—Insufficient margin of stability and reserve of buoyancy. 4—Heavy weather and high seas which caused the vessel to lift by the starboard. 5—Water finding its way into the lower bunkers saturating the coal, causing a list and probably preventing the pumps from working efficiently.

JUMP FROM TRAIN MADISONVILLE, Tenn., July 31.—(INS)—A geriatric mind today was believed to have caused Homer Bottoms, of Ellijay, Ga. to jump from an L and N passenger train near here yesterday. He was seriously injured.

## Statistical Story Of Flight Is Recorded

ST. LOUIS, July 31.—(INS)—Here is the statistical story of the record breaking endurance flight of the St. Louis Robin, starting into the air at 7:17 on the bright Saturday morning of July 13, the sturdy endurance plane with its air-cooled Challenger engine, during its 17 days, 23 hours and 21 minutes, 35,000 gallons of gasoline, 188 gallons of oil, made 77 circuits with the refueling plane for all purposes; 48 for the actual delivery of gasoline, the propeller averaging 1,200 rotations to the minute, totaling over almost 33,000,000 times. The joint prize value by the two pilots Dale "Red" Jackson and Forest O'Brien totals approximately \$12,000. This means about \$15,000 apiece for the pilots.

## HOOPER DEFENDS EFFORT TO HALT NAVAL BUILDING

Gives Mild Rebuke To Legion Head In Agricultural Construction

By George R. Holmes International News Service Staff Correspondent

WASHINGTON, July 31.—(INS)—The principle announced today by President Hoover in indicating the present position of the United States regarding the naval building program of Great Britain, which Washington believes to have resulted in a 20 per cent increase for a five-year period, was a mild rebuke to the Legion head in agricultural construction.

Mr. Hoover's views on the present naval situation were set forth in a letter to Paul V. Healy, national commander of the American Legion, and was in reply to a communication from the Legion requesting that the United States government should not build up a navy which would be a menace to the peace of the world.

"It is a forward step in the right direction," said Mr. Hoover, "but it is not the policy of the United States government to build up a navy which would be a menace to the peace of the world."

Mr. Hoover has not replied to the criticism of the League of Nations, which is the policy of the United States government. Mr. Hoover's letter said, "This principle is being maintained."

"I am glad to have your assurance that the American Legion supports the policy of Great Britain," Mr. Hoover's letter said. "This principle is being maintained."

## German Airship Is All Ready For Its Trans-Atlantic Hop

FRIEDRICHSHAFEN, Germany, July 31.—(INS)—With 400 passengers and 21 pack animals, the crew of the great German airship, Graf Zeppelin, is scheduled to start for Lakehurst, N. J., at 5 o'clock tomorrow morning. Final preparations for the trans-Atlantic voyage, which is preliminary to a round the world flight, were completed today. Those who have loaded passage were ordered to report at 5 o'clock this afternoon for final instructions.

Gregory Gourevitch will carry a letter of greetings to Col. Charles A. Lindbergh from Col. Clifford Harmon, president of the International League of aviators. Another New Yorker, Allan Miller, made last minute application for passage.

BERLIN, July 31.—(INS)—A heavy storm is approaching Friedrichshafen making the start of the Graf Zeppelin tomorrow uncertain. When the flight begins Dr. Spies of the transportation ministry will represent the German government.

## OLD POLITICAL ROW RECALLED IN LIBEL SUIT

### Auditor Gray Admits DeCottet Received \$100,034.19 During Period Of Five Years

Echoes of the hectic local political situation in 1927, prior and subsequent to the failure of the Seminole County Bank and the ultimate downfall of Forrest Lake, convicted banker and former mayor, were heard today in the trial of the \$100,000 libel suit brought by George A. DeCottet, former city attorney, against the Sanford Herald.

Practically all of this morning's session was devoted by plaintiff's counsel to the reading of news stories and editorial comments taken from Herald files extending over a period of eighteen months from early in 1927 to the latter part of 1928.

Formation of the Taxpayers League, which fought the Lake administration and advocated the five-man commission, was recalled as were political mass meetings and charges of graft and corruption. The Herald's subsequent suggestion for a court dissolution of a doubtful \$201,000 claim against the City, and its demand for the resignation of Mr. DeCottet because of alleged incompetency and excessive salary, were among other things touched on in the lengthy reading of the articles.

All of these matters were introduced by plaintiff's counsel in an effort to show malice on the part of the defendant in the publication of articles about Mr. DeCottet, and also to show the extent of alleged injury to the plaintiff's reputation by reason alleged charges linking the former city attorney with the Lake regime.

Mr. DeCottet had served as city attorney for nearly 20 years, during which period Lake served a major portion as mayor. Mr. DeCottet's resignation, however, was not until this year upon the advent of the five-commissioner plan of government.

Indications today were that the trial would probably go over to Friday and possibly last until Saturday. The reading of numerous newspaper accounts to the jury was one of the contributing factors to the lengthy proceedings.

## Reynolds Heir Gets 5 Months Sentence In Death Of Briton

LONDON, July 31.—(INS)—Richard J. Reynolds, wealthy American, who was indicted for the murder of a North Carolina man, today found guilty of manslaughter in old Bailey court and was sentenced to five months imprisonment. The jury was out half an hour.

Reynolds' sentence will be served in the second division, meaning there will be no solitary confinement and no labor. Certain comforts are allowed including permission to have meals brought in from the outside.

The charge against Reynolds grew out of the death of Arthur Graham, an Eng. Irishman, who was run down and fatally injured on the night of May 14 by an auto, motor driven by Reynolds.

The wealthy young American was arraigned twice. The jury was discharged in the first trial when two of the witnesses for the defense approached the jury foreman and conversed with him. Reynolds was arraigned for the second time on July 26. The prosecution alleged that Reynolds was intoxicated at the time of the fatal accident but the defendant denied this and called medical experts to prove his contention.

ADMITS SLAYING ASHEVILLE, N. C., July 31.—(INS)—Homer Kilpatrick of Kentucky had a conscience. He wakes into police headquarters here Monday and told officers he killed Jesse Kilton, a deputy sheriff, near Potters, Ky., two years ago. He will be taken back to Letcher, County Ky. this afternoon.



# COME TO SANFORD'S CITY-WIDE "AFTER-SUPPER SALE" WEDNESDAY NIGHT—JULY 31

**50** MOVIE TICKETS  
WILL BE GIVEN AWAY  
**F-R-E-E!!**

NO STRINGS TO  
THIS!

BE AT THE CORNER OF  
FIRST & MAGNOLIA AT 7 P.M.

**HUNDREDS OF PEOPLE**

from all over Central Florida will come to Sanford for this event. Don't miss the fun, prizes and bargains that the "After Supper Sale" offers—make your plans to come and have a big time!

**BIG** DANCE  
Street **F-R-E-E!!**

MUSIC BY

FLORIDA FOOTWARMERS

If You Don't Dance-Watch The Fun

**PROGRAM OF  
EVENTS**

WEDNESDAY NIGHT JULY 31

**7 P. M.**

Awarding of 50 free tickets to Milane Theatre at the corner of First Street and Magnolia Avenue. Be there promptly at 7 P. M.

**7:15 P. M.**

The stores will be open for shoppers. Sensational values will be presented in every line of merchandise. "Open house" will be kept by every merchant and a warm and cordial welcome awaits every shopper and "looker." Come on folks, look over the bargains and get acquainted.

**10 P. M.**

The stores will close. Take advantage of the three hours allowed for shopping—don't fail to snap up the many bargains offered by the participating stores.

**10 P. M.**

\$25 in gold will be awarded to the two shoppers buying the most from participating stores.

**10:15 P. M.**

Free street dance starts. Music by Florida Footwarmers, nine piece dance orchestra.

**11 P. M.**

Midnight show with added attractions will start at Milane Theatre. Feature picture stars Dolores Costello in "Madonna of Avenue A." Added attractions will also be offered.

**\$25** IN GOLD  
**F-R-E-E!!**

TO SHOPPERS  
BUYING MOST FROM STORES  
PARTICIPATING

Get Details From Any Sanford Merchant Participating

**COME OUT FOLKS**

and enjoy the fun! There'll be a big crowd on the streets—you'll meet friends and neighbors and a spirit of fun will make everyone happy. The stores and business houses are cooperating to make this event a smashing success, so make your plans now to be on hand for a big time!

**MIDNIGHT**

SHOW AT MILANE

With Added

ATTRACTIONS

Dolores Costello In

"MADONNA of AVENUE A"

**"BIGGER & BETTER THAN SAT. NIGHT-COME ENJOY THE FUN"  
OFFICIAL PARTICIPANTS:**

Bell Cafe  
Oasis Cafe  
The Outlet  
Churchwell's  
B. L. Perkins  
Speer and Son  
Milane Theatre  
The Yowell Co.  
Roberts Grocery  
Stokes Seed Co.  
Lloyd Shoe Store  
A & P Tea Stores

Union Pharmacy  
Mi-Lady's Shoppe  
Hanson Shoe Shop  
Laney Drug Store  
Hill Hardware Co.  
High Grade Bakery  
Seminole Tire Shop  
Piggly-Wiggly Stores  
Mohley's Drug Store  
F. W. Woolworth Co.  
C. C. Briggs, Jeweler

J. C. Penney Co. Inc.  
Sanford Furniture Co.  
Seminole Fruit Store  
San Juan Garage Co.  
Dunroe's Home Bakery  
Woodruff and Watson  
Waters Kandy Kitchen  
Wagoner Furniture Co.  
Sadye's Specialty Shop  
The Sanford Drug Co.  
Seminole Creamery Co.

McKinnon-Markwood Co.  
McCrary's 5 & 10c Store  
W. H. Long Meat Market  
Winn-Lovett Red Front Store  
Coleman's Office Equipment Co.  
Sanford Electric Contracting Co.  
Central Florida Service Stations  
Seminole Motor Co. (Rive's Garage)  
Geo. W. Deetch, The Bicycle Store  
Roumillat and Anderson Drug Store  
Sanford Paint and Wall Paper Co.



The Sanford Herald

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WEDNESDAY, JULY 23, 1928

ABLE VERSE FOR TODAY

SPRITUAL APPETITES - Hungry are they which do hunger for light, after righteousness; they shall be filled. - Matthew 5:6

MOOD AND COUNTERMOOD - I think an impulse stronger than my mind. - George Cullen

My hands grow quarrelsome with bitterness, and darkly bent upon the final fray.

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Florida's Loss

It is with regret that this issue of The Sanford Herald goes to press without the editorial column heretofore so ably conducted by John Temple Graves II. It is through no action of ours that this has been brought about as we have considered it always a valuable contribution to the features offered our readers. The blame may be placed upon the fates which have decreed that Mr. Graves go to the Birmingham Age-Herald to accept an editorial position on that paper, thereby necessitating that he desert, for the time being, the state which, we feel sure, he really loves.

It was almost four years ago that Mr. Graves began writing his column, This Afternoon, in West Palm Beach. It was following his selection as editor of the Jacksonville Journal, shortly thereafter, that the facile pen of Mr. Graves began to make its deepest impression in the field of Florida journalism. He always took the stand he believed to be right but regardless of the issues at stake and the heat of battle he never failed to be a gentleman and sportsman, and was a consistent respecter of the other man's point of view. By his departure Florida is losing one of its ablest editors and one whose words of wisdom have left their impression upon the state.

It is therefore, a pleasure to extend to Mr. Graves our best wishes for his success in his new field and to assure him that our readers join with us in the regret that he will no longer appear in these columns. With the hope that his absence will be only temporary, we bid him "ave atque vale."

Stockingless Legs

The question of stockingless legs is always a ready topic for the editorial writer who is certain to find in it admirable material for controversy. But we feel that it is needless for us to construct arguments regarding the new fad when they are so capably provided by the Ocala Star which has the following to say upon the subject:

"There is much to be said on both sides of this question, and really very little that has not been said when discussing knee length skirts and other changes in feminine costume that have taken place within the past ten to twenty years. Opposition to bare legs is heard from the same people who in the past have opposed making public the fact that women have legs at all, and who held that unless she is clothed in skirts that sweep the ground a woman is immodest. It is also found to come from people who, while accepting the modern style of dress so far as skirt lengths go as being quite proper, consider that immodesty results when the natural skin is exposed to view, instead of being thinly veiled through a silk or chiffon stocking.

"But a more serious opposition has arisen among business men, who claim that the stockingless girl is not as efficient as the one whose legs are fully as visible, but are encased in silken wrappings. The center of this opposition appears to be located in Kansas where, in the city of Topeka, the great Atchison, Topeka and Santa Fe railroad has its headquarters. A recent ruling made by the heads of departments bars women employees from laying aside their stockings on the ground that their working efficiency is lessened because they have to stop from time to time to scratch bites from flies, mosquitoes and other insects, with the result, in an office where several hundred women and girls are employed, many hours of their employers' time is wasted.

"Just how much truth there is to this reasoning we are not prepared to say. The writer having lived in Topeka when a boy can state with positiveness that Kansas has flies and that they surely do bite. No stocking, such as are worn these days, will turn the biting apparatus of a Kansas fly or mosquito. For that matter just watch a group of women here in Florida when they are exposed to our little mosquitoes, which are ubiquitous when compared to the giants of the north and west, and see what happens. Every one of them will be slapping or scratching at her calves and ankles every few minutes. No, we must doubt the correctness of the reasoning of the Santa Fe railroad officials.

"But they must have some reason behind this order, even though they camouflage it to the public, and we believe we have been able to sleuth out what it is. An everybody knows the finest silk that is used in making stockings comes from China and Japan. It is brought across the Pacific Ocean on ships and unloaded at San Francisco, Vancouver and other ports. Silk is said to be a tricky article, that it when it is raw, and must be rushed to the factory and made up into stockings and other female garments as quickly as possible. Therefore when a shipment of silk arrives in this country it is unloaded ahead of everything else, placed in cars and started off across the country by special trains running on schedules equal to those of the fastest passenger trains. In fact passenger trains are frequently sidetracked in order that a silk train with its precious cargo may not be delayed. Now for the milk in the coconut, or perhaps to say the worm in the cocoon would be more appropriate. The Santa Fe railroad, which runs from Chicago to California is one of the roads that hauls those silk trains.

"Naturally the officers wish to discourage any fashion that might result in the closing down of the silk mills and the hosiery mills of the country, so they are doing everything they can to discourage women laying aside their stockings. And of course the first thing for them to do is to start in on their own women employees.

"Whether the ban placed upon bare legs by the Santa Fe railroad, whether the natural opposition that arises from stocking manufacturers, whether the thunders of anathemas from those persons who can see nothing but immodesty in the showing of the female human form divine, will be able to halt the onward march of bare legged woman is a question the answer to which lies buried in the mists of the future. But we have our doubts. In the past few years women have shown an independence, a radical cast of mind that is in strong contradiction to the conservatism and submission that characterized them forty years ago. If they come to the decision that bare legs are more comfortable than stockings and are the proper thing the men folks will wake up some morning to discover that the stocking manufacturers have joined the corset, hair pin and petticoat manufacturers in the land of things that were.

CONTEMPORARY COMMENTS

We often wonder what becomes of the thorns in the beds of roses; the poets talk about lying in Ohio State Journal.

A Metabolism Tester has just been received by Dr. I. M. Hay at the Melbourne hospital. It is known as the Sanbera Graphic Metabolism Tester, a diagnostic apparatus used in ascertaining the metabolic rate of the human body, as measured by the amount of oxygen used. The instrument has a chart attachment which records the rate in ink. Dr. Hay stated that the new operating table has been ordered, and that he expects it in within a week or ten days.—Melbourne Times-Journal.

BELIEVE IN SANFORD

BY WALTER L. COOPER

Every day the writer hears complaints about Sanford. There is nothing the matter with Sanford, it is individual. There are a certain few score of men who have worked hard and have made a great deal of money. Instead of gambling, wasting and throwing it at the lions, they have built business blocks, beautiful homes, improved more farms land, invested wisely, and paid their debts and taxes. They have also established a good credit and reputation for themselves and done all they could for the upbuilding of their Sanford. You do not hear these men complain, for they are equal to the situation and are the backbone of our community.

There are, however, a great many other men who have made fortunes here, too. Instead of investing wisely these men have been extravagant, have gambled, and wasted their money. They are everything they could be, credit and paying only for what they had to. Now they are poor, many have lost their homes and are on the verge of bankruptcy. It is the latter type man who goes about the streets complaining and knocking Sanford, when Sanford is not in the least to blame. Its soil, climate, and natural advantages are as good now as they ever were.

There are several things which I think are needed to make Sanford the best city in Florida in a year's time. They are: 1. Love, harmony, co-operation and organization among ourselves. 2. Every individual and concern to go on a cash basis. 3. Every individual to do all possible to get in new people in industries, builders and boosters. Do not leave it to your neighbor, do it yourself. 4. Start today to get cash for everything you get. It can be done, nothing is impossible. No matter how many mistakes we have made, or what we have done that is wrong, there is always a chance to improve and start anew. There is greater opportunity now to make good in Sanford than ever before. Don't let it slip by you this time. Adjust yourself to the condition and start over with a new determined resolution. Let's every man and woman get together and do their constructive part in making a bigger and better Sanford.

HARD-HEADED BUSINESS IN PUBLIC

BY GEORGE R. HILTY

Tax collectors are at present in a bad way. None of our County School officials know the exact status of their tax collection, as no adequate account has been kept with the Tax Collector. Irregularity in time of payments further complicates the collection of taxes. Withholding of taxes already collected by the Tax Collector, for an unreasonable length of time, has forced the School Boards in many counties to borrow money.

Another pronounced evil is that the fiscal school year is from July to June, while the tax year is from November to October. Consequently, money must be borrowed to pay teachers' salaries and operating expenses. The system of borrowing money in anticipation of taxes is a tremendous waste in excessive interest charges. A single County paid \$28,750.00 interest on money borrowed for the current school year.

The growth of school taxes at compound interest is astonishingly rapid. The variable factors of assessments of all the counties contribute greatly to the distressed financial situation. 10 mills in a certain County is equivalent to 20 mills and even 20 mills in other Counties and the percentage of assessed valuation as compared with the real valuation varies from 15 to 20 per cent in the different Counties. So that, the reduction of millage means nothing when the assessment of property is high and the high assessment of property is low.

We are simply kidding ourselves and cheating the State with low valuation and it's about time some effort be made for the equalization of assessments and taxes. We have got to come to this sooner or later, the sooner the better. The public school funds are not properly protected. For instance, three Banks had on deposit \$129,600, \$131,600 and \$28,000 respectively with only \$10,000 face value collateral deposited by each as protection against the sum of money on deposit, and there, too, these collaterals may become worthless or reduced in value.

The Tax Collector is required to furnish bond, it may be either personal or security bond and must be 2 1/2 of the entire amount of the State and County taxes assessed, but the bond is, that in no case is such bond required for more than \$50,000.

Lee's Birthplace Becomes Property Of U. D. C. COLUMBUS ENQUIRER SUN. Southerners who revere the name of Robert E. Lee, and those who are in the vanguard of the movement for the purchase of his birthplace, Stratford Hall, in Westmoreland county, Virginia, by the Lee Memorial Foundation, on July 19 this property, passed from the ownership of the Lee family into that of the Memorial Association, including the payment of \$25,000, the first installment of the purchase price. The first payment was made possible at the present time by the generous gift of \$10,000 from Mrs. Charles D. Lanier of Greenwich, Connecticut, daughter-in-law of General Lee's honored poet, Sidney Lanier.

The full purchase price of Stratford Hall is \$200,000 and it is planned by the Memorial Association to erect a guest house on the property at the cost of \$200,000. These amounts are to be raised by the United Daughters of the Confederacy. The chairman of the Georgia Daughters in this undertaking is Mrs. Walter Lanier of Macon. The property comprises in addition to the main building, all outbuildings, all the tract bordering the river included in the front garden and all old Stratford land and the right of way to the Potomac along the old trail, the vault and burial ground of the Lee family.

Stratford on the Potomac is in a lovely faraway part of Tidewater Virginia, some ninety miles below Mount Vernon, very near Wakefield, the birthplace of George Washington and but a few miles across country from the birthplace of President James Madison and President James Monroe. That section of the old Dominion between the Potomac and the Rappahannock rivers, known as The Northern Neck, was settled by the Cavaliers during the reign of Charles I and Charles II. By reason of the worth, talents and patriotism

which once adorned it," says Bishop Meade, "it was called the Athens of Virginia." Accessible only by water in the old days, or by the roughest of bridge paths and plantation roads it has been for years an isolated region. Today, however, it is within easy reach of the traveler, by means of the new State Road, the King's High-

way, which leads directly from Washington, D. C., to Richmond, past those historic family seats of Arlington, Gunston Hall, Mount Vernon and Kenmore and Chatham in old Fredericksburg, along the Rappahannock by Marston, to Wakefield and eight miles further on to Stratford.

AWAY AHEAD THEN—FARTHER AHEAD TODAY

Adhering strictly to the soundest principles of design, Chrysler engineers have, nevertheless, developed and applied these principles in a manner just as revolutionary as the application of steam to ocean-going ships. We believe that the creation of the Chrysler accomplished an all-important evolution in motor cars no less valuable than the original invention of the automobile.



WHY CHRYSLER CAN'T BE COPIED

For five years the motor car industry has striven unsuccessfully to emulate and overtake Chrysler—yet all its best efforts and most persistent ambitions to that end have fallen far short of their goal. As time rolls on, it becomes more and more manifest that Chrysler performance can't be copied—that only Chrysler engineering and Chrysler manufacturing methods can produce Chrysler results. Chrysler results are uncopyable because Chrysler engineering is of an entirely new school of thought, because Chrysler ingenuity is free from the hindering and hampering influence of out-dated and hide-bound traditions.

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Only Pasteurized Milk And Cream USED IN MAKING PRINCESS Ice Cream. Every ingredient used in the manufacture of our Ice Cream conforms to the highest standard of purity and is free of bacteria. This care in making guarantees its purity and makes PRINCESS ICE CREAM A HEALTHFUL FOOD. A creamy frozen joy, unequalled as a dessert. In all the wanted flavors. Try it today.

SEMINOLE CREAMERY CO. ALSO Distributors of Pure Pasturized Milk from Tuberculin tested herds. From the Clearwater Sun, of July 25th. Phone 634 315 East First.



# Social And Personal Activities

MISS MARGARET PETERS, Society Editor  
Office Telephone 148. Residence Telephone 443.

## Social Calendar

**WEDNESDAY**  
The members of the Epworth Junior Society of the Woman's Missionary Society will have a swimming party and picnic, members are asked to meet at the church at 1:30 o'clock.

**MONDAY**  
Circle Number Eight of the First Baptist Church will meet Monday at 3:30 o'clock with Mrs. P. Giovanni at her home, 500 Melito Avenue.

**TUESDAY**  
The Alhambra Class of the First Baptist Church will hold its monthly business and social meeting with Mrs. Volle Williams, 1517 Magnolia Avenue, at 4 o'clock, with Mrs. Williams, Mrs. George Huff and Mrs. R. F. Cooper as hostesses.

## Miss McMahon Gives Party Upon Birthday

Miss Mary McMahon celebrated her twelfth birthday recently by inviting her friends to a spend-the-day party at Lake Mary. Games and swimming were enjoyed during the day and at 1 o'clock a picnic luncheon was served. Immediately after luncheon the guests were taken on a boat ride and on returning home luncheon and cake were served by the hostess.

Those invited were: the Misses Emily Behken of Savannah, Ga., Eleanor Hickson, Betty Wheelock, Marion Haynes, Marguerite Squires, Ruth Cummings, Viola Stiles, and Winnie Brown, Wilmer Squires, Harry Ray, Wesley McMahon, George Smith and Joe Cummings.

## Personals

Mr. and Mrs. E. A. Londenberg are now at home to their friends at the Rose Court Apartments.

Miss Emily McMellon left Sunday morning with friends for Tampa where she has accepted a position.

Mrs. J. C. Benson has returned from Gary, N. H. and Boston, Mass. where she has been spending the past few months with relatives and friends.

Friends here of H. C. McMullen who has been critically ill at the A. C. L. Hospital at Waycross, Ga., will be glad to learn that he is improving.

## Idea Of Uniting Navy Parleys Is Being Discussed

(Continued From Page 1)  
under the Hoover "radical" idea, also was obtained from authoritative sources.

The principal reason for holding the conference in London, it was explained, would be that admiralty Premier MacDonald is confronted with the greatest problem in over-riding the same Tory forces that wrecked the 1927, called by President Coolidge. It might make his path easier on native soil, it was suggested.

As to parity, officials said it did not mean the British would be expected to equip "many" of her cruisers to attain that end. It might be approached, in this manner, the British would keep what they have already and the preponderance in cruisers over the United States would be offset by American preponderance in destroyers and submarines for the time being.

## Elks' Club Has Dance For Cast In Minstrel

Honoring the cast of the Elks' Minstrel, the members of the Sanford Elks' Lodge entertained with a dance and buffet supper Tuesday evening at 8:30 o'clock at the Elks' Club on Oak Avenue.

Dancing began immediately after the arrival of the guests and continued until late in the evening when sandwiches, cake and punch were served. The club rooms were decorated with quantities of roses and other summer flowers for the occasion.

Among those present were: Mr. and Mrs. H. C. Waters, Mr. and Mrs. George Brockham of Orlando, Mr. and Mrs. R. Runge, Mr. and Mrs. Arthur Vaughan, Mr. and Mrs. F. A. Ritchie, Mr. and Mrs. Rex Packard, the Rev. A. S. McKelzie, Katherine Waters, Maxine Brockham of Orlando, Martha Pitts, Herbert G. G. Elizabeth Rice, Olivia Brady, Jack Duran, Jack Mills, H. C. Waters Jr., Roy Frank Symes, Fred Williams, William Locke, Harry Hall, Robert Dolson and Frank Woodruff Jr.

The orchestra was composed of Peter Schmitt, George Schlieff, Claude Hermon and Marion Wagner.

## Hoover Defends Effort To Halt Naval Building

(Continued From Page One)  
announced, by our naval authorities, to stop the building of new battleships and defense is all that we seek.

The first step of the reduction of excessive world naval armaments has been acceptance of the principle as a preliminary to discussion between Great Britain and the United States. This is a forward step of the first importance.

We need not disguise the fact that (aside from capital ship limitations under the Washington treaty) competitive building has been in progress on both sides since the great war, and we have arrived only at disparity, not parity. It creates burdensome expenditures, a constant stream of suspicion, ill will and misunderstandings.

"I fear you have been misled as to the actual problems that lie before us if we are to succeed in such a negotiation, for they are far more intricate and far more difficult than can be solved by a simple formula (about) parity in all categories that you suggest."

Mr. Hoover reminded the Senate, in conclusion, that the nations of the world have just consummated the Kellogg treaty pledging themselves to "outlaw war," and expressed confidence that the legion supported that general world policy.

## OLD POLITICAL ROW RECALLED IN LIBEL SUIT

(Continued From page one)  
Cotter's remuneration for the five-year period at approximately \$82,000.

On cross-examination, Gray admitted the report showed that the City records revealed that the sum of \$100,034.19 had been paid to Mr. DeCotter for the five-year period. In his charge of executive fees, the Herald had charged Mr. DeCotter with receiving approximately \$20,000 a year for the five-year period.

Plaintiff's counsel attempted to show that the difference between \$82,000, which it claims Mr. DeCotter received for his personal services, and the \$100,000 was expended for traveling expenses, audit and other purposes.

Under cross-examination, Gray further admitted that he was not a certified public accountant, but added that his firm does have that rating. He further admitted that so far as he knew the records of the City had never been audited by a certified public accountant, and since the failure of the bank, and the City records did not actually reveal whether the money paid to Mr. DeCotter for various expense items had been spent for those purposes.

After Mr. Landis had read the auditor's report to the jury, he questioned Gray as follows:

Q—Mr. Gray, this compilation and audit as reported by you was made from what sort of records, where did you make it up?

A—At the City Hall, from vouchers and books of the City.

Q—Those are the public records of the City?

A—They are.

Q—Open at all times to everybody?

A—Yes.

Mr. Carson's cross-examination was as follows:

Q—Mr. Gray do you know of any other audits that have been made of the affairs of the City of Sanford since the closing of made shortly after the time of the Seminole County Bank?

A—There was a detailed audit closing, then an audit a year later.

Q—By whom?

A—Hall and Pentland, by name.

Q—No other people that you know of have made audits except your firm?

A—I could not state. No official audit that I know of.

Q—You can state whether there were any audits that you know of?

A—No, that I know of.

Q—Hall and Pentland are certified public accountants?

A—They are.

Q—Are you?

A—I am not. I have certificates of authority from the state to practice.

Q—Was there any individual who was a certified public accountant concerned with you in making this audit?

A—No.

Q—Mr. Gray did not read of this audit is that for a period of

five years there was paid to Mr. DeCotter over \$100,000.00?

A—That, or accrued to Mr. DeCotter over a period of four years and eleven months, paid and due him.

Q—I understand that this sheet was all paid to him, is that right?

A—It does not state so.

Q—I am asking you now?

A—That's what it says, it says the analysis of the accounts with Mr. DeCotter.

Q—Does that show what was paid to him?

A—Shows what was paid and due him.

Q—Is there any way of telling from that audit how much was paid and how much due him, I mean aside from this letter, just from this sheet?

A—Not from the sheet, from the letter however.

Q—I will ask you to examine this yellow sheet and say if that is a copy of this audit of yours?

A—I would have to examine it in detail to see if it was a true copy, it appears to be a copy.

Q—if you don't want to say without examining it go ahead and examine it. (Thereupon court released for witness to make examination of papers.)

Q—Mr. Gray, you have now examined the yellow sheet?

A—Yes, it is essentially the same statement except it is on two sheets, with the title repeated on the second sheet, and some pencil totals inserted at the end of the first sheet, and of course it doesn't contain the pencil memoranda that are on my sheet.

MR. CARSON: Your Honor, I'd like this to be marked for identification.

Q—Now Mr. Gray, I hand you a copy of the Sanford Herald of Thursday, July 17, 1928. In the upper right hand corner is "DeCotter is credited with \$100,034 within five years, audit shows." And then to the left and below that there is a document reproduced headed, "Commissioner's Audit, dated Sanford Florida, July 17, 1928, signed Hall and Pentland, Certified Public Accountants." I ask if you can tell what that is a copy of?

A—That is a copy of my letter of July 19th of Hall and Pentland's letter of July 17th marked plaintiff's exhibit 16. I haven't compared it in detail. I notice one discrepancy there, offhand, that I think is a typographical error in the original.

WITNESS: I haven't compared it. It is the same letter, but I haven't compared it to say that it is identical in every instance.

Q—Well now I will ask you to say whether there is any mistake in the carbon copy that you think was corrected in the original.

A—Well the only thing I see is that this carbon copy, in paragraph six, outlining the discrepancy between the two statements of the account—that is, the Herald's statement and our statement—the carbon copy reads: "The Herald fails to list a payment of \$3800. made to Mr. DeCotter to be reimbursed to Mr. Boggs." The Herald's letter says \$2500.00.

Q—Well, which is right?

A—The Herald's is right. I think it was corrected in the original.

Q—Well the carbon copy was introduced.

A—The carbon copy is wrong as it stands now.

Q—It is \$2500.00 on the audit and \$3800.00 in the letter?

A—And in another place in the letter.

Q—The payment as shown by this audit to have been made to Mr. DeCotter. Is there any way of telling from the city records what eventually became of that money?

A—No.

Q—Then so far as the city records are concerned it was paid to Mr. DeCotter, or to DeCotter, Spencer & Dighton?

A—Yes sir.

Mr. Landis examined again as

## REDIRECT EXAMINATION

By MR. LANDIS:  
Q—Mr. Gray, how did you ascertain as to where these moneys were that were paid to Mr. DeCotter? For instance, such as the water works \$11,000 and so on?

A—I ascertained it from information on the vouchers.

Q—Oh, you ascertained the correct information on the vouchers?

A—I ascertained all of the information that is on the exhibit from the vouchers.

Q—That is whether the \$11,000 went to paying for land for the water works, or to Mr. Herring, or for judgment liens, you ascertained from the vouchers?

A—Yes.

Q—Aren't these vouchers in the files?

A—They are.

A—Aren't they a part of the public records of the city?

A—They are.

MR. CARSON concluded with the following interrogation:

REDIRECT EXAMINATION  
By MR. CARSON:  
Q—The voucher shows where the money was supposed to go, as I understand.

A—That is right?

A—The information is prepared from the information that is on the voucher. Now, you use the word "supposed" and I—

Q—Well I asked you the question while ago, and I repeat it: So far as the city records are concerned, the money was paid to Mr. DeCotter?

A—Yes sir.

Q—Or to DeCotter, Spencer & Dighton?

A—Yes.

Q—Now there is one thing else in this letter to the Herald. You say in paragraph three of that letter, that there are included in the item of \$22,043.47 a payment to Herring.

A—That's with—I beg your pardon.

Q—I am asking you how do you know that was intended to be included in the Herald's statement?

A—Well, over there the Herald—if I had the Herald's statement I could show you.

Q—Here it is. (handing witness paper)

A—The Herald lists Expenses charged to DeCotter's office between August 11, 1923 and August 6, 1927, \$22,043.27. In the voucher registers there is such a list and we reconciled it within \$2.45. It is picked out of a column in the voucher registers over there.

Q—How is it charged on the city records?

A—Well, I wouldn't be—My opponent doesn't err me exactly. I think as legal expenses, but I wouldn't be positive of that.

Q—The voucher on Herring's column was paid direct to Herring, wasn't it?

A—All of those items were paid direct to other people.

Q—And they were listed how, did you say?

A—Well I think they were charged up as legal expenses in the column entitled Legal Expense, but I wouldn't be positive about that.

Q—Why did you say in your letter that the Herald had included the Herring voucher?

A—Because among the eight or ten items that made up the sum of \$22,043.00 that we recognized as being that class of items we were unable to reconcile it with the excepted items. I remember correctly \$2.45 for the total.

Q—So you just sort of guessed that's what they meant, is that it?

A—Well I wouldn't say I sort of guessed. I tied it up with certain figures. It is to some extent an assumption, perhaps. I didn't do it long time ago and don't remember. I have a list of items.

Q—But the Herald story doesn't show about how many items were included or anything, does it?

A—Well, No, I don't. It was included in the item.

MR. CARSON: Well if you want to call it an assumption, that's all.

MR. LANDIS: Well we'll argue the case when that time comes.

Yesterday afternoon's session was featured by efforts of the plaintiff to show that a public accountancy firm, which is in the Herald, and containing alleged libelous matter about Mr. DeCotter, was of a fictitious nature. The former city attorney testified at some length concerning his attempts to locate the author of the communication.

Mr. DeCotter said he used the mails and telegraph facilities and inserted advertisements in some newspapers in his search for William Henry, whose name was appended to the letter. He testified that he swore out a warrant for the person's arrest, charging him with criminal libel, and when the warrant was unavailing, the witness said he communicated with publishers of The Herald, asking for information as to the place of residence of the writer. He said he never received any reply but admitted that his letter was published in The Herald.

Claiming this line of testimony, counsel for DeCotter offered in evidence the photograph of a negro, whom the plaintiff contended was the only William Henry that could be found in the county. Mr. DeCotter was not permitted to testify that the negro told him he could neither read nor write. Mr. Carson of the defense counsel, objecting and the court ruled against the plaintiff.

The plaintiff was on the stand throughout yesterday's proceedings, except for three brief interludes when he was withdrawn to permit examination of City Clerk E. S. Lamm, E. H. Wilson, Esq.

## With reference to their alleged change of attitude, the witness said:

"They sat there and listened to what I had to say, Mr. Berg with a sneer on his face, and Mr. Dean with his face 'mobile' and without any expression. They let me talk at length, fully and as much as I wanted to, without practically asking a question or venturing an assertion of any kind."

After quoting Mr. Miller's remarks, in the role of a peace maker, Mr. DeCotter said he went into great detail to explain the status of the Chase National Bank suit and during the course of the conversation took occasion to deny that he was running the City government.

"And as I say, Mr. Berg sat there and grinned and had a sneer on his face and Mr. Dean sat there with his face 'mobile' and without any expression. They let me talk at length, fully and as much as I wanted to, without practically asking a question or venturing an assertion of any kind."

"In other words," the witness added, "I felt like a fool sitting down there trying to justify something on my part when I was guilty of nothing, and I only went there because Mr. Miller asked me to go there."

In response to a question of whether the paper charged its attitude toward him in its published utterances, Mr. DeCotter replied: "No sir, it got worse."

During the course of plaintiff counsel's reading of certain news stories and editorials prior to the time of the bringing of the suit, Mr. Carson objected to several of the quotations on the ground that they made no reference to the plaintiff. The court sustained the objections.

The plaintiff's counsel read from a number of bound volumes of The Herald files, in an effort to show malice in the publication of the alleged libelous articles mentioned in the declaration to the suit.

Yesterday afternoon's session was attended by a larger crowd than at any previous session. A good portion of the spectators was composed of women.

Referring to a portion of the verbal testimony given in yesterday's session of the trial.

AFTER ADJOURNMENT  
9:30 July 30, 1929.

Court convened, July pulled and announced in the box.

GEORGE A. DECOTTER, FURTHER DIRECT EXAMINATION  
BY MR. LANDIS:

Q—Mr. DeCotter, please look at Sections 34 and 35 and state whether or not those were the provisions of the law pertaining to the duties of the City Attorney of Sanford, when you became its City Attorney, and whether or not it has ever been changed up in this time?

A—Sections 34 and 35, being sections 34 and 35 of Chapter 2017 of the Laws of Florida of 1923 and were the provisions of law in the Charter of the City of Sanford continuously from the date of 1923 until the time I ceased to be city attorney with regard to the duties of the City Attorney of the City of Sanford.

Q—Did you at any time undertake as city attorney to otherwise perform other duties than those called for by those sections and by the City Commission?

A—No, I did not.

Q—Did you at any time undertake to perform any administrative functions of the City?

A—At no time during my administration or tenure of office.

Q—Mr. DeCotter, can you state what your arrangement was from year to year from the time you became city attorney of the City of Sanford down to the present time or when you quit, as to what your annual retainer was, if there was such?

A—I can.

Q—Will you do so?

BY MR. CARSON:

Q—Was that in writing?

A—Verbal. My contract during the entire tenure of office as City Attorney beginning in 1907 and continuing as I stated in my testimony, with the exception of a few intervals, until sometime in January 1908, was a verbal contract with the City Commission. Upon being appointed City Attorney in 1927 the annual retainer was payable monthly at the rate of \$25.00 a month. After serving for several years on that basis it was increased to \$50.00 a month, and continued at \$50.00 a month up to the time I volunteered during the world war; upon my return from the service the Commission form of government had been adopted and was in force in the City, and at one time shortly after the initiation in Sanford of the Commission form of government, the law firm of Landis, Fish & Hull functioned as city attorney of the city of Sanford for a short period of time and were succeeded by George G. Herring, and at the time I succeeded in office George G. Herring as City Attorney, and J. T. Dighton, by a verbal contract with the City my retainer was \$75.00 a month which was the amount the City Commission had been paying the firm of Landis, Fish & Hull and had been paying to George G. Herring and had been paying to J. T. Dighton. I continued to serve at a salary of \$75.00 a month until after the fall of the Seminole County

## Bank, and in the retrenchment policy initiated by the City Commission I voluntarily suggested that my monthly salary be reduced to \$62.50 a month. It was afterwards determined that the operating expense of the city should be further curtailed and the item of \$5 monthly compensation of \$62.50 was passed up and left at that sum and at a meeting of the City Commission I requested them to further reduce my compensation to the amount of \$50.00, which compensation monthly of \$50.00 I received from thence henceforth until I was deposed as city attorney in January of this year.

Q—Now, what did this annual retainer starting in \$25.00 per month, increased at one time to \$75.00 and later reduced to \$50.00 month, what service did that compensate you for under your verbal contract with the City?

A—For that retainer I was required to attend all regular and special meetings of the City Commission except in case of unavoidable accident or sickness or proper excuse because of conflicting engagements. For that monthly compensation I was required to act in an advisory capacity from a legal standpoint of view, to properly advise the legal and administrative body of the city as to powers and functions, to advise, at the request of the administrative body, all subordinate officials, to prepare all charter amendments, to prepare all resolutions and ordinances of a general nature pertaining to the municipal affairs of the city, and act generally as its attorney and legal advisor in any and all matters affecting the interest of the city, including my personal appearance in Police Court to represent the City in litigations cases as and when requested to appear by the Chief of Police or Judge of the Municipal Court.

Q—That we may know in detail, at least in a more detailed manner just what those services were, will you state during that period the growth and development of the town, and what services were necessitated or required from you under this general provision?

A—Under this general provision, approximately speaking, I would say at least one-third of my professional time was taken up with civic affairs, they held regularly two meetings per month and usually, six or eight adjourned and special sessions, the duration of the meetings would be practically continuous throughout the evening beginning at two o'clock until supper time. There were conferences held with me practically daily by the Mayor, Commissioners or the commissioners as ex-officio bond trustees, by the Chief of Police, City Clerk, Manager of the Utilities Dept., and City Manager, and they had free access to my office and were given preference. In other words when they came upon if there were four or five people in my office they could see me before anyone else could and I would say as near as I can approximate it, fully one third of my time was occupied through the last seven or eight years when I was city attorney, functioning in that capacity.

Q—And this service included the preparation of the ordinances and resolutions of the City?

A—It did, all ordinances except with reference to bond issues, or resolutions in reference to bond issues and all ordinances and resolutions in reference to street improvements.

Q—Now during that time and these different years when you were City Attorney and getting this monthly retainer, did you render any service for the city for which you received other and additional compensation?

A—I did.

Q—What were those?

A—I may supplement what I have just said, that my further verbal contract with the City Commission was that in addition to the regular salary to be paid me monthly that I was to receive special compensation in any litigated cases, that fee to be reasonable and fair, taking into consideration that I was performing a quasi public duty and that I should not charge the city what I would charge for a similar service to an individual client. And that I should be paid a special compensation in the handling, issuance, negotiation and sale and authorization of any and all bonds for general obligations of the city or City paving bonds where there was an indirect general obligation of the City.

Q—What charge did you make under that arrangement when you rendered your bills for the preparation of bond issues and the handling of the issues?

A—All bond issues in connection with street paving improvements known as special assessment bonds I was paid a fee of 1% of the aggregate amount of any issue authorized; for general obligations I was paid varying fees not in excess of 1% and at times approximately one half of 1%, a general average on the percentage basis of the total amount of special fees paid me for the issues of all bonds headed by the aggregate

## ing slightly in excess of \$8,000.000.00 was 83-100 of 1% of the total amount of the issue, which, over a period of the last five years, reduced to dollars and cents, gave me an additional remuneration of \$11,000.00 plus for special services rendered.

Q—Then during the five years they paid you 83-100 of 1% of the total face of the bonds issued?

A—Issued and sold. I received nothing on any authorized bond issues until the proceeds derived from the sale thereof were in hand.

Q—Now, covering the five years when these bonds were issued, what did that compensation average for each year actually?

A—\$11,000.00 plus.

Q—Have you got the exact figures that you could give me?

A—No you would have to . . . I would have to get the aggregate amount of the issue which was six million four hundred and some odd thousand dollars multiply that by 83 and divide by five to get the actual figures.

Q—It was a little over eleven thousand dollars?

A—Yes, per year.

Q—In addition to that you got part of the time \$50.00 per month, part \$62.50 and part of the time \$75.00 a month?

Q—Which would be in addition to the \$11,000.00?

A—Yes. I might say in that connection that for similar services performed by me for the county commissioners of Seminole County, I received more money than I did from the city. In other words the county paid me approximately 1% of the face value of any and all bonds authorized by the county there were negotiated and sold, while the city paid me only 83-100 of 1%.

Q—Mr. DeCotter, you are a practicing attorney in this section of the state are you not?

A—I am.

Q—You have had considerable experience in the handling of bonds issued here and elsewhere?

A—I have more or less special-ized in the issues of special assessment bonds for counties and municipalities, having issued securities for Seminole County, Orange County, Special road and bridge districts, special school districts for the town of Winter Park, for the City of Ormond and for the town of Maitland, and have had extensive experience in that specialized line.

Q—Are you then acquainted with what attorneys and the courts have charged and allowed respectively as reasonable fees for the handling of bond issues in this section of the state from time to time?

A—I am.

Q—What is considered a reasonable fee for an attorney for the preparation and handling of bond issues?

A—1% on general obligations of a municipality and 2% on street paving special assessment bonds. I mean 1% of the aggregate of the face value of the bonds issued of any class, or 2% as the case might be.

Q—Did you ever charge as much as 2%?

A—Under no circumstances have I ever charged any client of mine, municipality or county 2% for such services, even though they were in the form of special assessment bonds.

Q—You have never charged over 1% any time?

A—Never over 1% and did not charge the city 1% on the aggregate.

Q—Then, Mr. DeCotter, was the charge which you made a reasonable, fair and just charge to the city of Sanford for the labor and work done by you?

A—It was.

Q—Were those fees charged by you ever questioned as being improper charges in amount by the city council or city commission at any time?

A—Under no circumstances have they ever at any time been questioned. On the contrary, they have been approved for payment, and after being approved for payment by the city commission I have voluntarily taken a discount on the bill as approved, even to the extent of forty percent of the face value thereof.

Q—Mr. DeCotter, I believe you said it was your duty to appear and be before the city commission at their various meetings from time to time, and that you did religiously attend to that . . . Is that true?

A—That is.

Q—And that at those meetings, with very few exceptions, if any, the Representatives of the Sanford Herald were present?

A—Yes sir. Invariably there was a representative of the Sanford Herald present, reporting the meetings, and also of the Sanford Signal when the Signal was being published here.

Q—Did the Sanford Herald at any time protest to the city commission or the city council, which ever it may have been at the particular time, with reference to the amount of your charge, or that it was improper, or unjust, or too great, or anything of the kind or character?

MR. CARSON: Objected to, on the ground that it has absolutely nothing to do with the issues in this case. The question is whether the representative of the Sanford Herald, present at the city commission meeting, ever objected to—

THE COURT: Objection sustained; exception noted.

MR. LANDIS: I would like to state to the Court my position in that matter . . . My position is that: That it goes to show the degree of malice. These people

(Continued On Page Six)



Yesterday's Results

Table with columns for League (Southeastern, American, National), Team, and Score.

How They Stand

Table showing league standings for Southeastern, American, and National leagues.

Southern League

Table showing Southern League standings.

American League

Table showing American League standings.

National League

Table showing National League standings.

Today's Games

Table listing today's games for Southeastern and National leagues.

South Jacksonville

Extensive repair shop improvements at municipal dock for laying base on Higon road.

Note To Husband

Always remember that I am doing it for you that I am doing this. Try to make grandma see that it was for the best so I am doing it.

Not To Husband

Always remember that I am doing it for you that I am doing this. Try to make grandma see that it was for the best so I am doing it.

SLAYER DIED

The slain body of James H. Hines, 32, negro, was found in the woods where he was slain last month at July 1st.

WANT AD RATES

Standard Daily Herald. Telephone ads will be accepted on condition that advertiser best immediately for payment.



The New NO-NOX MOTOR-FUEL



Increased Anti-Knock Properties

Now Aviation Grade

Keeping up with Automobile Engineers has revolutionized motor fuels... Nothing but the highest quality should be used in modern motors...



Gulf Refining Co.

The Husky New Goodyear Pathfinder offers you Outstanding Quality at LOW PRICE

IT BELONGS TO A FAMILY OF PIONEERS. This rugged Pathfinder, a family with the greatest name in rubber.

Table showing tire prices for 30x3 1/2, 31x4, 32x4, and 29x4.40 sizes.

Table showing tire prices for 30x3 1/2, 31x4, 32x4, and 29x4.40 sizes.

ROCKEY'S TIRE SHOP

When You Buy GUM DIPPED Firestone OLDFIELD TIRES

Table showing tire prices for 30x3 1/2, 30x4.50, 31x5.25, and 32x6.00 sizes.

Table showing tire prices for 31X4, 32X4, 33X5, 29X4.40, 31X5.00, and 33X6.00 sizes.

SEMINOLE TIRE SHOP. A COMPLETE SERVICE STATION. Vulcanizing, Retreading, Road Service, Puroil Gas, Polishing & Waxing, Tire Shine, Quaker Shell.

ANNOUNCEMENTS

Sanford Drug Co. Delivered Phone 222. SCREENS PLEASE NOT... FOR RENT - Two well furnished apartments at 611 Myrtle Ave.

LEGAL NOTICES

NOTICE TO CREDITORS. IN COURT OF COUNTY JUDGE, HENRY C. FRAYE, IN AND FOR THE COUNTY OF FLORIDA.

APARTMENTS FOR RENT

FOR RENT - Two well furnished apartments at 611 Myrtle Ave. See Mrs. Noble at 616 Myrtle.

WANTED TO BE

WANTED TO BE - FIVE ROOM house, unfurnished, for rent on Sanford Heights.

WANTED TO EXCHANGE

WANTED TO EXCHANGE - 1 iron bed for a child's crib. Telephone 238-W.

WANTED TO BUY

WANTED TO BUY - 1925 Ford Touring 575. REEL & PONS, 118 Myrtle.

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BEFORE YOU BUY TIRES - read the DUNLOP BONDED GUARANTEE

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CLASSIFIED BUSINESS DIRECTORY - CUT OUT FOR HANDY REFERENCE. FURNITURE, CAFE, SHOE REPAIRS, SHEET METAL, PATRONS SOLICITED, BABY DAIRY, DAIRIES.