

Poor Pitching Continues To Menace Big Lead Held By Philadelphia Outfit

DAVIS J. WALSH, International News Service Sports Editor.

NEW YORK, Aug. 13.—After things over, there probably was nothing for Connie Mack to do this morning but to break right down pitiously—and again. No doubt he disliked losing all self-control in this manner but the provocation was great. He had seen Babe Werberg pitch five shutouts against the Detroit Tigers the day before and, if this wasn't maddening from the mailman, then Mr. Mack is willing to wait until another delivery is made. It was the first ball game Werberg ever had gone so far as to finish in his last four starts and, in the light of later developments, the circumstance might very well furnish the great conqueror of the 1929 pennant race.

People who realize that a race still is on are the Athletics and Yankees but if you think both of them aren't avidly aware of the fact, that is your error. Indeed, the way the Philadelphia pitchers weren't pitching, seems to have begun to suspect that, among those scheduled to stagger home, would be father on Saturday night and the Athletic ball club. Groves has turned in one winning start in more than two weeks and the only way he can finish this inning is under a shower. He was knocked out in Detroit again last Saturday but Simmons blew two homers off the playground and the game was won. Yes, the club still is winning but for two weeks or more it has been doing it, not because of its pitchers, but in spite of them.

They gave Earnshaw five runs the other day before he pitched a ball and he couldn't win. He has turned in one sound effort since late July—his defeat of the Yanks in Philadelphia. Quinn never recovered from his 14 inning game with the Yanks back in June and himself no longer gets the nod when relief is indicated. A young man by the name of Shores now fills the role with no great distinction. As for Philadelphia, he was left behind in Philadelphia after the team took from the Yanks last week.

In brief, the boys seem to be short full of horse hair and there isn't any accounting for it, either. It isn't pitching, it is a matter of three stars—Groves, Werberg and Earnshaw—and the rest of them for day to day emergency. Now, it is a staff that has no stars and all emergency. Ad the fact that in collapse came at a time when Bishop and Pyle were out of the infield and you have a trial balance of the burden the rest of the outfit has been carrying.

It couldn't have carried it indefinitely. It doesn't look now as though it will have to. Werberg's performance yesterday took some of the weight off the Athletics and put it on the other clubs. For it was the old McCoy in every respect. A pitcher can have an ordinary day and shut out a few clubs I know. But only the great keep the Tigers off the plate. Those lads don't hit the ball, they walk right out and conquer it. Werberg, therefore, may be as used to be right again and one pitcher is liable to bring the others back again.

TJ LAMASSE — Several streets paved recently.

INDIANA DEFEAT YANKS AGAIN BY MARGIN OF 11 TO 7

Cleveland Outfit Has Taken Eleven Of 16 Contests Of Series

NEW YORK, N. Y., Aug. 13.—(INS)—In listing your reasons why the Yankees are some 11 and 1-2 games in arrears of the Athletics please put Cleveland somewhere near the top. For the rejuvenated Indians have taken 11 of the 16 games played between the two clubs this season and judging from latest reports seem in no humor to stop. The latest of the Indian's triumphs came yesterday when, in a somewhat farcical game they trimmed the Yanks 11 to 7. Four New York errors made the way a little easier for Peckinpah's outfit. Babe Ruth, ambitious to a fault, started off on a hunt for 1000 home runs by poling out the 50th of his career and the 31st of the year.

Thanks to a splendid performance by Rube Werberg, who announced his return to form by shutting out the heavy-hitting Tigers, the Athletics picked up another game on their rivals. Werberg allowed but five hits. Al Simmons kept pace with the home run hitters by connecting for his 27th.

The White Sox suffered from too much Danny MacFadden and they lost the third of the series to the Red Sox, 3 to 2. MacFadden allowed but three hits in a fast 1 hour and 25 minute game.

Good pitching being the order of the day in the American, Garland Braxton held the Browns to five hits and the Senators made it three in a row, this time by 3 to 2.

The first three clubs in the National all took a fall yesterday, Chicago losing to the Braves, New York to Cincinnati and the Pirates to the Robins.

Guy Bush, leading pitcher in the National League suffered his second defeat of the year when the Braves humbled the leaders in 10 innings. Ben Cantwell held the Cubs to six hits and paved the way for the winning run when he singled in the tenth.

Pete Donohue, showing no ill effects from his late encounter with Hack Wilson, limited the Giants to five hits as the Reds won, 5 to 2.

Johnny Frederick, sensational rookie outfielder of the Robins, lifted a homer over the right field wall in the tenth with one out to scuttle the Pirates, 4 to 2.

The Cards staged a three run rally in the fifth to whip the Phillies, 7 to 5.

SEARCH FOR FLIER
TORONTO, Ont., Aug. 13.—(INS)—The Royal Northwest Mounted Police today were asked to aid in the search being conducted for Clarence A. "Duke" Schiffer, noted Canadian air pilot, who has been lost for more than two weeks in the barren lands between Baker Lake and Hudson Bay.

FOOTBALL EYES WILL SOON TURN TOWARD GATORS

Candidates For Places On '29 Eleven Will Assemble On Sept. 6

GAINESVILLE, Aug. 13. Soon the eyes of the football nation will turn toward Florida, where the "Fighting Gators" of the University of Florida are rampant over all opposition last season to register 336 points and lead the entire United States in scoring. The summer activities of the members of that famous point gathering machine, who return to the fold this fall, should be of interest to the multitude of football fans about the country.

Balfour Cawthon, captain-elect, and star fullback, passed up 11 hours work in the University summer season and is now touring the state in the interests of the official 1929 souvenir football program.

Dale VanSickel, end extra-ordinary, Florida's first All-American, also was a star summer school student. He is directing junior baseball activities in Gainesville this month.

"Cannonball Clyde" Crabtree and Royce Goodbread, two very potent ball carriers, are Lifeguards at Rye, N. Y.

Alex Reeves and Jimmy Steele, the two big guard sensations of 1928, are both in Tampa working ten hours a day, six days a week. Dashwood Hicks, tackle, and Lloyd Wilson, end, are also laboring in Tampa. Two freshmen of last fall, who should be big factors this season, Carlos Proctor and Jimmy White, likewise selected Tampa as the city in which to attend summer vacations.

"Red" Beetha, a fine halfback all muscle and ten pounds heavier than two years ago, is playing the Atlantic seaboard. Ed Sauls, 194 pounds of fullback TNT, helped paint the gymnasium of the University, but is now in Tallahassee, Fla. Ben Clemens, center; Dale "Muddy" Waters, tackle; and Leonard McClucas, back, after eight weeks of husky painting in California are now in Waters' old home state of Indiana. Harry Green, end, who was a member of the summer painting crew, is resting at Daytona Beach.

Smiling Mike Houser, guard, is camp counselor at Eagle River, Wisconsin. Wilbur James, guard is at Camp Carolina.

Joe Bryan, tackle, after a summer school in Gainesville is now in Jacksonville. The same for Bill McLean, husky punter, and Jimmy Nolan, who may be successor to "Dutch" Stanley at right end for Florida.

Joe Norfleet, tackle, is still the big butter and egg man of Newberry. Tom Perry, guard, is all of that and perhaps more over in his home town of Daytona Beach. Howard McClellan, quarterback, is in West Milton, Ohio, and Johnny Bryson, another signal caller, is en route to Canada.

"Million Dollar" Monk Dorsett, ace of the 1928 freshman team, of whom eggat things are expected, has been adding pounds and bronze to his frame while working at Jacksonville Beach. He is around the 200-pound mark, and as brown as a chocolate dipped raisin. "Monkey" Brennan, quarterback of the "Hazy Gators" of last year, is with Dorsett and he likewise is looking better than ever.

The "Fighting Gators" will rally around the old pigskin at the first time on September 6, at Anastasia Island, St. Augustine, where a ten day preliminary training camp will be held. The Rotary Club, and the Chamber of Commerce of St. Augustine are cooperating in making the stay of the "Gators" a delightful and beneficial one.

Menjou's Wife Goes To Hospital In Paris

PARIS, Aug. 13.—(INS)—Kathryn Carver, screen star wife of Adolphe Menjou, has been admitted to the American Hospital here "for a brief rest." It was learned today. Menjou told International News Service his wife was in a tired and nervous state and entered the hospital in order to have a few days of complete relaxation.

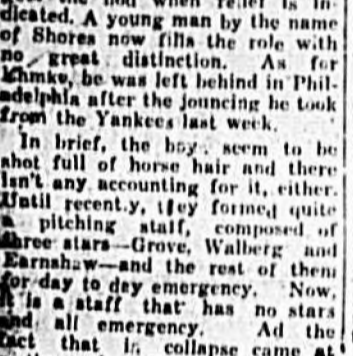
"She will probably be out of the hospital tomorrow," he said. Mr. and Mrs. Menjou arrived here recently from Hollywood.

AMERICA'S FIRST FRONT DRIVE CAR, THE CORD, IN PRODUCTION

In a short time a new type automobile will be on the streets here. It will be the Cord Front-Drive, a car that "pulls" in place of "pushing." The car is a product of Auburn. The top photo shows the Cord cars coming off the production line at the Auburn plant while the lower one shows a stock of Cord cars ready for shipment.

Homes for Every Income

BY AMY SOMERS PHILLIPS



UNDER THE INFLUENCE OF ROSE VOILE SPREADS, COLORFUL OLD HOOK RUGS AND CHINTZ CURTAINS THESE DIGNIFIED OLD MAPLE PIECES "UNBEND" WITHOUT LOSING A WHIT OF THEIR STURDY CHARACTER

Softening the Severity of Early American Furnishings. Even those who are most devoted to colonial and Early American furnishings acknowledge that when it comes to the Early American bedroom the scheme is invariably stiff and hard.

And so this period has been used most frequently in rooms planned for boys and men—the women of the household considering it unfriendly to the gracious touches that are so essential to their conception of the ideal bedroom.

To the decorator who has given much thought to the subject this tendency brings sincere regret. For there are several ways in which one can suggest softness and a charm of feminine softness without despoiling either the dignity or the character of the Early American room.

Standing by themselves against the flat, colorless background of modern walls and upon plain modern carpet, Early American pieces are indeed austere, straight, and uncompromisingly plain.

But give them the friendly background of chintz hangings and soft tie-back curtains, a gay hook rug or two, a buffed bedspread, and the personality of the entire room changes.

Such a room was the one illustrated—a room where the beauty of valuable antique maple pieces was not enough in and of itself, but required a very carefully planned decorative scheme to make the room as pleasing to the woman as to the man of the house.

For the color of the walls we chose a very soft putty shade about the tone of the background of block-printed chintz at the windows. Blue and rose flowers in small bunches were dominant in the design of the chintz, so the rushing for the edge of the hangings was carried out in plain blue. For glass curtains we used a very soft rose cotton voile made with a double ruffle—that is, a short frill attached to the deeper ruffle and looped the curtains back gracefully as shown by the picture.

Instead of the rather stiff bedspreads so frequently used in colonial rooms, we made ruffled spreads of the rose-toned voile with rose satin. And the effect was delightfully airy without a suggestion of fussiness, which always departs from dignity.

Perhaps the most important decorative note in the room furnished by the antique rugs which are all fine examples of Early American hook rugs—their gay soft color and informal patterns denying the most authentic furniture to be too severe for them.

Without detracting from the artistic quality of the antique furniture we have combined old and new pieces that blend perfectly—the maple highboy, dresser, night table and side chairs being rare antiques, while the beds and the overstuffed chair are good reproductions. This can very often be done with perfect safety—providing the reproductions are finely made and true in design.

The picture gives a very complete idea of placement and also of the cheerful, informal type of the room, which was as much of its charm to color and pattern as it does to the exquisite quality of its furniture.

The same need for sympathetic treatment is present when the bedroom is colonial. If I were doing a room with colonial pieces in mahogany I should emphasize color and pattern and daintiness just as strongly—but use them

Chase Rescinds Resignation As Official Of City

(Continued From Page One)

ger Cairns, to take effect at once was read and approved, and following a short discussion, a number of the duties of the former manager were apportioned to different members of the present City forces.

The president of the Bellaville-Sanford club, Frank M. Marler, appeared before the Commission, and after explaining the progress made in an effort to put over a successful Labor Day celebration, he asked the City to authorize a donation not to exceed \$300.00. This request was granted and the clerk was also instructed to assist Mr. Marler in securing a number of the City's employees to help in the erection of tables and benches for the fish fry.

In an effort to reduce the operating expenses of the City, the Commission approved the suggestion of Commissioner Speer that street lights in the white way system on certain streets be turned off. Beginning today every other light on the following streets will be turned off: Mazzolla, Park and Oak avenues from Second street south; from Sanford Avenue east on First street, and the lake front from Park Avenue to Lakefront Avenue.

The meeting was attended by Mayor Nelson Gay, Commissioner Speer and Miller, Attorney Wilson, City Clerk Lamson, and Chief of Police Williams. Commissioners Chase and Newman were out of the City.

WILLIAMS RE-APPOINTED

WASHINGTON, Aug. 13.—(INS)—President Hoover has re-appointed A. C. Williams of Texas as a member of the federal farm loan board. It was announced at the White House today.

TARPON SPRINGS.—Ground broken for new \$20,000 grapefruit canning plant of Tugwell & Wiseman, Inc. at corner of Diaston Avenue and Seaboard Airline tracks.

State Highway Department to complete construction of State Highway No. 4 from Delray Beach south to Boca Raton in near future.

STARKE.—\$8,000 bond issue will be sold to provide funds for paving West Call, Bay and Orange streets.

suggestions given modify the planiness of two favorite periods and make them very acceptable for the double bedroom.

LAKE MARY

Mrs. D. Tamm and daughter, Agnes, of Savannah Ga., who have been with Mr. and Mrs. H. M. Tamm for the past two weeks left last Saturday for their home. Mrs. Alice Henry, of Jacksonville, has been visiting in Lake Mary for the past month with Mrs. T. H. Johnson and Mrs. Donaldson.

Mr. and Mrs. Harry Wing have moved into their new home on Lake Mary.

Mrs. M. B. McDermott and Mrs. P. Hays, of Eustis spent Sunday with Mr. and Mrs. Roy Howell. Mrs. and Mrs. Ferguson and daughter are spending some time in Tampa where Mr. Ferguson is employed for the present time.

Mrs. Mable Keeley and daughter returned recently from Tampa. Mrs. T. H. Jordan, of Eustis, Mrs. Roy Howell and Miss Suzanne Black motored to Orlando Thursday where they spent the day.

Frankley Peckham has returned to Lake Mary and will be on duty in Sanford where he is connected with the Florida National Guards.

Mr. and Mrs. T. H. Johnson spent last week-end in "Tivoli". Mr. and Mrs. Harry Wing entertained with a party Thursday evening honoring their guests, Mrs. Brewer of Newbury Port, Mass.

Mrs. Dunn and Mrs. Bailey were hostesses to the members of the Ladies Aid Society at their meeting on July 31 when Mrs. P. M. Anderson led the devotionals. The next meeting will be held at the home of Mrs. W. E. Cole, Aug. 28 at 3 o'clock.

The Ladies Aid Society of the Community Church will sponsor a supper Thursday, Aug. 15, at Evandale Park, beginning at 6 o'clock. The proceeds will be used for the Treasury of the Society.

Mrs. Roy Howell and Mrs. J. A. Peckham motored to Eustis Friday for the day.

Clarence Peckham left Monday for Green Cove Springs where he will serve on the Florida National Guard.

Mr. and Mrs. Roy Howell and children spent last week-end at Eustis as the guest of Mrs. Howells' mother.

Pensacola—Sherrill Oil Company erecting new storage tank at oil terminal here.

ARCADIA—Arcadia General Hospital building may be enlarged soon.

...in the air it's NERVE!

...in a cigarette it's TASTE!

LET EVERY BIRD sing its own note. The thing we know best is cigarette taste—how to blend and cross-blend, the standard Chesterfield method, to give you better taste, richer tobacco character, milder, fuller fragrance.

And what we know best is the one thing smokers want most: "TASTE above everything"

MILD...and yet THEY SATISFY

Chesterfield

FINE TURKISH and DOMESTIC tobacco, not only BLENDED but CROSS-BLENDED

Stenographic Report Of Libel Action Against Sanford Herald

(Continued From Page 3)
October.
Q-That's when you asked him to get out?
A-That's when we asked that he be removed.
Q-Now, who had lost confidence in him at the beginning of that campaign that you are talking about?
A-The people of Sanford.
Q-Well, who?
A-All of them.
Q-All of them?
A-Practically, yes.
Q-Well, who, can you name some of them?
A-Sure, Mr. Meinch.
Q-Who else?
A-Mr. Douglas, Mr. Thrasher and Mr. Woodruff.
Q-Who else?
A-Mr. Speer and Mr. Newman.
Q-Who else?
A-I don't recall the names right now.
Q-Is that all the people of Sanford?
A-No, sir.
Q-Those are the same fellows you mentioned the other day—is that all of the people in Sanford?
A-They were members of the Taxpayers League and the Taxpayers League had lost confidence in him, and I think the Taxpayers League represented a majority of the people of Sanford.
Q-And you joined the Taxpayers League.
A-Well I considered myself a member, I never had signed any papers or paid any dues or anything.
Q-You helped it along wherever you could?
A-Yes.
Q-Well now let's get back on this confidential or legal advisor to Forrest Lake, how do you know he was?
A-When?
Q-Then when you published and told them to kick him out of the city government?
A-Because that was what everybody said.
Q-Who is everybody?
A-Mr. Ashcraft for one. And furthermore I was certainly very strongly under the impression that he was a long time before the bank had failed. I used to go into the bank very often and find Mr. DeCotte in there discussing things with Mr. Lake it looked to me like.
Q-Lake was Mayor, wasn't he?
A-Yes, sir.
Q-That was his office over there, that's where you would find him?
A-Yes.
Q-And Mr. DeCotte was city attorney?
A-Yes.
Q-And you would find Mr. DeCotte in there talking with him?
A-Yes.
Q-Well what did DeCotte ever do as the legal advisor of Forrest Lake now that was such a condition or such advice given as that he should be removed from the city government?
A-To my knowledge he never gave any.
Q-Never gave any?
A-No, sir.
Q-You say he had been intimately associated with him financially in the incorporation of L. K. D. Inc., what do you know about that?
A-Only what has been in the paper.
Q-Your paper?
A-Yes.
Q-Well what did you put in your paper about it?
A-I published several articles giving me by Mr. DeCotte explaining the L. K. D. Inc.
Q-What was it, who were the members?
A-So far as I know Mr. Lake, Mr. Key and Mr. DeCotte.
Q-All right what did they own?
A-I think real estate.
Q-One piece of property wasn't it?
A-I don't know.
Q-And they incorporated and called it L. K. D. Inc., what was the reason about that, where and why they should be kicked out of the city government?
A-I didn't say no ought to be kicked out—I said that was one reason, the people had lost confidence in him.
Q-Well you say later, they had lost confidence because he and Lake had owned one piece of property together under L. K. D. Inc.
A-I don't know that they owned any one piece of property.
Q-That was a holding company for certain real estate.
Q-Do you know that they held more than one piece under it?
A-No, sir, I don't know anything about it.
Q-Yet you publish this as your opinion, don't you?
A-Yes, sir.
Q-We hold no ill feeling for the commission users that they failed to heed our advice... you were undertaking to give the city commission advice, were you?
A-I certainly was.
Q-You think that's a function of your newspaper?
A-I certainly do.
Q-In other words the city commission of the various cities should follow the newspapers?
A-Not at all, I think that every newspaper has certainly got a right to express its opinion on any subject that comes up.
Q-You may think so, sir, that's your opinion.
A-I certainly do.
Q-Yes, that's your opinion isn't it?

Manager of Miami Beach.
Q-Well all right we will take your word for it. I don't care where it is. Do you know what the city attorney of Miami was getting, what they paid for bond issues?
A-No, I think that was in the telegram.
Q-Well here is what this says: "CITY ATTORNEY SALARY SIX THOUSAND DOLLARS PLUS SEVEN HUNDRED FIFTY DOLLARS FOR INCIDENTAL EXPENSES NO FEES AT ALL." Now do you know whether or not that includes all their bond issues?
A-As far as the city attorney is concerned I believe it does, that's what it says.
Q-If they get city bond issues prepared for the New York city comes do, do you know what they paid the other attorneys?
A-I think it says there.
Q-Not in the one headed Miami which you say is Miami beach, which says that they pay their New York bond attorneys one and one half to two tenths of one percent for examination and approval of bonds?
A-Let me see the telegram—(reading) The City of Miami pays a salary of \$6,000 a year, plus seven hundred and fifty dollars for incidental expenses. No fees at all.
Q-Now do you know whether that includes the preparation of bond issues?
A-That's what it says, it says that. I will read it again.
Q-I know what that says, but don't you know as a matter of fact that practically all cities of the size of Miami have bond attorneys who handle bonds entirely separate from the City Attorney?
A-I believe that the City of Miami and gets the opinion of New York Bond attorneys on bonds and probably pays something of a fee for that opinion but the City Attorney has nothing to do with that.
Q-Now, but don't you know that the size of Miami, Jacksonville and Tampa that they have a city attorney of a regular salary and then they have other attorneys who handle the bonds of the city in addition to that.
Q-Well we do too as far as that goes.
Q-Don't you know that the information from Jacksonville says that is in Jacksonville?
A-Yes, and Jacksonville is about ten or fifteen times bigger than Sanford and then we have to pay our New York bond attorney for his opinion in addition to what we pay here.
Q-Don't you know that Jacksonville and every city in the State of Florida has to pay New York attorneys to get an approving opinion before the New York banks will take them?
A-Sure they do.
Q-Sure they do.
A-But this \$20,000 a year we speak of here I don't believe is close to it.
Q-That what?
A-This \$20,000 a year that DeCotte gets I don't believe includes that.
Q-You mean to say now you Mr. DeCotte gets \$20,000.00 or that he gets \$20,000.00 as city attorney?
A-I mean to say George DeCotte gets \$20,000.00 a year.
Q-For his services?
A-No, sir.
Q-Well then why don't you tell the truth to the jury here in place of trying to mislead them at the time. You know what you are talking about and so do I.
MR. CARSON—Your Honor, MR. LANDIS I mean just what I say there too.
MR. CARSON—I take it you mean it when you promise to be here here.
MR. LANDIS—I mean just what I said here.
THE COURT—The objection to that answer is denied exception noted.
Q-Now when you said to the world in your editorial here that you seriously doubted if his business manner makes him worth to the City of Sanford more than the combined City attorneys of Miami and Coral Gables are worth to those municipalities, I asked you then if you knew what the telegrams said and you read the telegrams, but do you know Mr. Dear, whether or not that includes the work of the attorney that prepared the various bond issues for the city of Miami?
A-I think it does, yes.
Q-That's your thought about it?
A-It doesn't include the opinion rendered by the New York attorney.
Q-All right you had that same thought about the City of Jacksonville when you first published that they only paid \$15,000.00 or \$20,000.00.
A-I think it's \$5,000.00.
Q-You changed your mind when you found out from the city attorney later that they had other attorneys who prepared bond issues?
A-Yes, sir, and I published that in the paper.
Q-Yes, but you let this stand here to the world that Mr. DeCotte was getting more than the attorneys of Miami and Coral Gables. You still let that stand didn't you?
A-I believed that to be a fact.
Q-That's your belief about it is it?
A-Yes, sir.
Q-The City of Coral Gables, a community approximately the size of Sanford pays its City attorney \$3,000.00 a year. Now do you know anything about the legal business of the city of Coral Gables?
A-No I wouldn't say that.
Q-Do you know who that \$3,000.00 attorney was?
A-No.

Q-Do you know what his duties were?
A-No, sir, except that he was city attorney.
Q-Do you know now as a matter of fact that that fellow that got the \$3,000.00 was a young fellow that had an office over there in the Coral Gables City Building who was merely a clerk, he was designated City Attorney but practically all of his legal business and bond issues and all of the litigation of Coral Gables were handled by Miami attorneys proper and paid pro-rata what it was worth?
A-No, sir, I don't know that and I don't believe that.
Q-Well it's the truth, sir.
A-That's not my understanding.
Q-Did you make any investigation to find out that that wasn't so?
A-Yes.
Q-Did you find out that was not true?
A-Yes.
Q-The City of Coral Gables, a community approximately the size of Sanford, pays its City Attorney \$3,000 a year, and that figure includes everything, retainer fee, bond issues, and raffle tickets. What do you mean by raffle tickets?
A-Everything else.
Q-That's what you say when you say "take-offs"—everything else?
A-Yes, sir.
Q-You mean that's honest fees do you, when you say "take off"?
A-Yes.
Q-You think that's what the public thinks you mean?
A-I think they did, yes sir.
Q-The City of Miami thirteen times as large as Sanford, and with a bonded indebtedness of eighteen million, pays its attorney \$3,000 annually, plus \$750 for raffle tickets. Now did you make a specific inquiry to find out if that covered litigation?
A-Only in so far as the telegram which I sent to them.
Q-You relied on that just to say you put it there?
A-Yes.
Q-If Mr. DeCotte's advice was always sound and looking to the financial relief of Sanford's financial difficulty it might be worth while to pay him the exorbitant fees which he receives? What did you mean by exorbitant fees?
A-I mean high, excessive.
Q-High and excessive.
Q-Is that all that means?
A-Yes, sir, certainly is.
Q-You think that is all that means to the public when they read that?
A-If they know what the word means, that's what it means. Webster's a pretty good dictionary?
A-Yes, sir.
Q-Exorbitant: Not within the orbit or scope of the law; illegal. That what that word "exorbitant" means?
A-Not to my knowledge.
Q-Going beyond ordinary established limits; excessive; extravagant; inordinate. Is that what it means? (handing witness dictionary) See if Mr. Webster says that's what it means.
A-This is the legal definition according to this... the Latin derivation is "ex" with the prefix or "out of the law; illegal." You will find the common accepted definition is going beyond the established limits of right and propriety. However, that wasn't the understanding that I had of the word even at the time.
Q-Now let's see if he says it's a legal and binding obligation on the city, "I beg to advise that this certificate of indebtedness has been issued under authority of a resolution adopted by the City Commission of the City of Sanford, Florida, dated February 20, 1928, authorizing the incurring of certain short term indebtedness to be evidenced by Certificates of Indebtedness, executed by the Mayor and Clerk under the seal of the City, to be funded and paid by the City from the sale of negotiable bonds of the City, which bonds

amounting to \$990,000.00 have been authorized and duly validated." Now the bonds had been authorized and validated but not put into effect.
Q-I have examined the executed certificate of indebtedness above described. Said certificate of indebtedness is in due legal form and properly executed under the seal of the city, by the Mayor, authorized by the City Clerk, and constitutes a binding obligation of the City of Sanford, Florida, payable from the sale of said negotiable bonds. Is there anything in these bonds, that says that they can be transferred by the Seminole County Bank to the Chase National Bank?
A-I don't suppose so.
Q-On the contrary, don't it specifically show that they must be taken up and paid for out of instruments which are bonds, and it calls them negotiable bonds?
A-Yes.
Q-Well then how is Mr. DeCotte having to change his position?
A-Well, that was my opinion of it.
Q-Oh, that's what you published to the world, anyway, isn't it?
A-Yes. All those editorials are my opinion.
Q-In view of such advice we can only repeat our previous assertion that the best interest of Sanford, in our opinion will never be served so long as George DeCotte remains at the head of the city government, and we again respectfully submit to the city commission that for the sake of the people of Sanford, and for the sake of their own good name, George DeCotte should be removed to save the good name of the people of Sanford. How was George DeCotte destroying the good name of anybody here in Sanford?
A-I doesn't say that.
Q-Well what do you think this means to the men that could read English?
A-It says, "We again respectfully submit to the city commission that for the sake of the people of Sanford, and their own good name—the City Commission—George DeCotte should be removed."
Q>All right. How was he bringing down and degrading the name of the city commission—Mr. S. G. Chase and Mr. Housholder.
A-He wasn't degrading.
Q-Well what do you mean then when you say for the sake of their own good name? What do you mean by that?
A-I mean that the City of Sanford was perhaps one of the most nearly managed cities in the State of Florida and that they ought to do something about it, ought to try to improve conditions.
Q-Well you mean it was poorly managed because a lot of these bonds had gotten into New York banks and these certificates of indebtedness without any money having ever gotten into the city coffers?
A-I mean that the city was poorly managed in that respect.
Q-Do you mean it was poorly managed in that respect?
A-Yes, I mean it was poorly managed in that respect.
Q-Well were you charging that up to Mr. DeCotte as city attorney?
A-No, sir.
Q-You didn't charge that up to him?
A-No, sir.
Q-The fact is he had nothing to do with the bond issues or certificates of indebtedness except follow out the advice of the city council and prepare them, isn't that true?
A-So far as I know, yes.
Q-Well I understood you to say you didn't charge him with having gotten them into the Chase National Bank without any money getting into the city coffers?
A-No, I didn't charge him with that, did I?
A-So far as I know.
Q-Well wasn't that a big item that everybody was complaining about after the bank broke, that there was a great lot of certificates of indebtedness that had never been paid? Wasn't that a great item in your charge of mismanagement?
A-That was just one of a great many items.
Q-Well was there any other one that was anything approaching that in size and magnitude?
A-Well yes, I'd say the employment of so many superfluous city officials was a big item.
Q-In the total amount of expenditure, you mean as compared to all of these bonds and all of these certificates of indebtedness?
A-Possibly not, but they may get those bonds back... may not lose more than that.
Q-But no far as Mr. DeCotte was concerned, as I understand you now, you say he had nothing to do with that.
A-With what?
Q-With the bad management so far as these bonds and certificates of indebtedness getting into the hands of the Chase National Bank without any money getting back into the coffers of the city.
A-Without any money getting back into the coffers of the city, yes.
Q-All right.
A-He had something to do with the certificates of indebtedness.
Q-What did he have to do with that?
A-He issued that opinion.
Q-Oh you still claim that that opinion was laid on the part of Mr. DeCotte, do you?
A-I certainly do.
Q-Well you mean it was poorly managed because a lot of these bonds had gotten into New York banks and these certificates of indebtedness without any money having ever gotten into the city coffers?
A-I mean that the city was poorly managed in that respect.

Q-Well he resigned also as city commissioner didn't he?
A-I think so, yes.
Q-So that left a vacancy on the city commission at that time?
A-Yes, sir.
Q-Who took his place?
A-Mr. Housholder.
Q-Mr. Housholder took Mr. Lake's place?
A-A mayor commissioner, yes.
Q-Well, as Mayor, who took his place as city commissioner?
A-Mr. Housholder.
Q-Who was on the city commission at that time?
A-Before the bank failed or afterwards?
Q-Right afterwards.
Q-After Lake resigned?
Q-Yes.
A-Mr. Chase and Mr. Housholder.
Q-Who else?
A-I think that was all.
Q-Well when the vacancy of Mr. Lake was filled who occupied that place then?
A-Mr. Hill was the next commissioner.
Q-That's what I am trying to get at. Then when Mr. Lake resigned and left a vacancy there were two members of the council Mr. Chase and Mr. Housholder, with a vacancy, wasn't there?
A-Yes.
Q-And that vacancy was filled by Mr. Hill was it not?
A-Yes, sir.
Q-Who selected Mr. Hill.
A-I think he was elected. They had an election. He was elected.
Q-Well was he a candidate for any particular faction or crowd here?
A-I don't know that he was.
Q-Did you have a meeting in your office to determine who would become a candidate, and wasn't it agreed there who they would elect to take this place?
A-I don't recall it, no.
Q-Was Mr. Hill a member of the Taxpayers League?
A-If he was he didn't attend very many of our meetings.
Q-You don't remember any meetings being held in your office or elsewhere wherein you and the others of the Taxpayers League picked out and suggested the name of Mr. Hill and that this was acceptable to the other side?
A-No, sir, I don't remember any such meeting as that. I think that Mr. Hill was perfectly acceptable to the Taxpayers League, if that's what you mean.
Q-Well all that's one thing, I mean, he was perfectly acceptable to the Taxpayers League?
A-Yes.
Q-Was he acceptable to you?
A-Yes.
Q-You looked upon him as a man who would do the right thing by the city, didn't you?
A-Yes.
Q-When were the bulk of these refunding bonds issued during Mr. Hill's administration or after he resigned—after he split (Continued on page 8)

Q-That's what you contend is authority for the Chase National Bank to have taken those bonds, or these certificates of indebtedness?
A-The use of that word "bonds" was an unintentional error. Should have been certificate of indebtedness.
Q-Did you correct it?
A-No, sir, but the principle is just the same. Principle just the same whether it was bonds or certificates of indebtedness.
Q-That's advice which has since placed the City Attorney in the embarrassing position of having to change sides? Who did he change side with?
A-Well after the bank failed he instituted suit to recover those certificates.
Q-Well, certainly, how dare that change any sides?
A-Well before the bank failed he said the certificates were perfectly legal and all right.
Q-Said they were in due and legal form...but that was in the hands of the Seminole Bank, wasn't it?
A-Seminole County Bank, yes, sir.
Q-Was there anything in that letter that says they are negotiable?
A-Not that I recall.
Q-Anything in there addressed to the Chase National Bank?
A-No, sir.
Q-Anything in there that would lead any bank other than the Seminole County Bank to take these certificates of indebtedness?
A-Well, I don't think so. Not in that letter.
Q-And yet you publish to the world that Mr. DeCotte has told the Chase National Bank that it is all right, that these are good bonds, and that now after the bank fails he has got to reverse himself.
A-I didn't say that.
Q-Well let's see if you didn't say: "Advice which has since placed the city attorney in the embarrassing position of having to change sides."
A-Yes, sir.
Q-What did you think that would lead the public to believe?
A-Just what I explained a minute ago.
Q-Well explain it again.
A-Mr. DeCotte had given an opinion before the bank had failed that these certificates of indebtedness were binding obligations on the city and that opinion had been used in the city's legal and binding obligation on the city. "I beg to advise that this certificate of indebtedness has been issued under authority of a resolution adopted by the City Commission of the City of Sanford, Florida, dated February 20, 1928, authorizing the incurring of certain short term indebtedness to be evidenced by Certificates of Indebtedness, executed by the Mayor and Clerk under the seal of the City, to be funded and paid by the City from the sale of negotiable bonds of the City, which bonds

amounting to \$990,000.00 have been authorized and duly validated." Now the bonds had been authorized and validated but not put into effect.
Q-I have examined the executed certificate of indebtedness above described. Said certificate of indebtedness is in due legal form and properly executed under the seal of the city, by the Mayor, authorized by the City Clerk, and constitutes a binding obligation of the City of Sanford, Florida, payable from the sale of said negotiable bonds. Is there anything in these bonds, that says that they can be transferred by the Seminole County Bank to the Chase National Bank?
A-I don't suppose so.
Q-On the contrary, don't it specifically show that they must be taken up and paid for out of instruments which are bonds, and it calls them negotiable bonds?
A-Yes.
Q-Well then how is Mr. DeCotte having to change his position?
A-Well, that was my opinion of it.
Q-Oh, that's what you published to the world, anyway, isn't it?
A-Yes. All those editorials are my opinion.
Q-In view of such advice we can only repeat our previous assertion that the best interest of Sanford, in our opinion will never be served so long as George DeCotte remains at the head of the city government, and we again respectfully submit to the city commission that for the sake of the people of Sanford, and for the sake of their own good name, George DeCotte should be removed to save the good name of the people of Sanford. How was George DeCotte destroying the good name of anybody here in Sanford?
A-I doesn't say that.
Q-Well what do you think this means to the men that could read English?
A-It says, "We again respectfully submit to the city commission that for the sake of the people of Sanford, and their own good name—the City Commission—George DeCotte should be removed."
Q>All right. How was he bringing down and degrading the name of the city commission—Mr. S. G. Chase and Mr. Housholder.
A-He wasn't degrading.
Q-Well what do you mean then when you say for the sake of their own good name? What do you mean by that?
A-I mean that the City of Sanford was perhaps one of the most nearly managed cities in the State of Florida and that they ought to do something about it, ought to try to improve conditions.
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ESSEX the Challenger
the Reliability Car of the year
Essex the Challenger has outstandingly established itself as the Reliability car of the year.
How sweeping and convincing are its proofs. In the hands of more than 200,000 owners, the actual service records prove the lowest service costs, and smallest service requirements of any car we know.
Wide Choice of Color at no extra cost
Two Essex cars made the only perfect scores, in the famous international reliability classic, the Tour de France, winning against many far costlier cars of American and foreign make. And every American locality knows Essex the Challenger for some outstanding reliability record—in Arizona, 1343 miles in 24 hours; in Michigan, 1259 miles in 24 hours and in Kansas 1109 miles in 24 hours.
These are but the dramatic representation of the kind of reliability every Essex the Challenger owner knows. Under every condition of climate and road, in hard country usage as well as continuous city service, it has made itself known to its owners and through them to the world as "the Reliability Car of the year."
DOVER, the Super-Six of Commercial Cars, is Now Available
\$695 and up at factory
WIGHT BROS. CO.
PHONE 16 OR 66-J
EUSTIS HUDSON ESSEX, INC.
EUSTIS FLA.

WANT AD RATES

Sanford Daily Herald
Terms: Cash in Advance
Telephone ads, will be received for patrons and collector sent immediately for payment

The reduced rates are for consecutive insertions. Five words of average length are counted as a line. No ad under 3 lines accepted. All advertising is restricted to proper classification.

TO ADVERTISERS

A Herald representative thoroughly familiar with rates, rules and classification will give you complete information. And if you wish, they will assist you in wording your want ad to make it more effective.

1-Announcements

SANFORD DRUG CO. We Deliver-Phone 325

SUBSCRIBERS PLEASE NOTICE-If you fail to receive your paper please notify Circulation Department before 8 P. M. A special delivery service is maintained until that time. We will be glad to send your Herald by special messenger if it has not arrived. Circulation Department, Phone 148.

2-Lost and Found

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

3-Automobiles

DO YOU KNOW THAT YOU CAN GET YOUR CLOSED CAR TOP REPAIRED WHEN IT NEEDS AT SANFORD ROBERTLY WORKS NO. 128 BRENCH AVE.

AUTOMOBILE FOR SALE 1928 Pontiac \$550. REEL & BONN, 118 Myrtle

4-Business Service

BUILDING BLOCKS-Irrigation boxes and semi-dry cement work. Miracle Concrete Co. J. E. Terwilliger, Prop. 3rd and Elm.

5-Help Wanted-Male

BOYS WANTED-To sell Herald on streets. Must be clean make good pocket change for few hours easy work. Apply Circulation Dept., The Herald.

6-Animals

REDUCED PRICES CHIN-CHILLA AND WHITE BEVEREN BREEDING STOCK. Letters, baby rabbits up to 27 weeks old, 5 and 6 to list, 7c each.

7-Discount's on Purchases

45 does, five bucks, and 50 self-cleaning butches, and equipment for sale, \$275.00. Meat Stock 25c pound. ST. JOHNS BARRIBRY, INDIAN MOUND VILLAGE, P. O. BOX 538, SANFORD, FLORIDA.

8-Flowers and Plants

HYBRID ANARYLLIS and E. T. Lily Bulbs, H. N. Lumley, 107 French Ave., Sanford, Fla. Phone 404.

9-Miscellaneous

"WE DELIVER THE GOODS" Local and long distance hauling; furniture crating and shipping; piano moving; baggage delivery on short notice. Phone 404. Long's Quick Service Transfer.

10-Wanted

HOUSE, 5 ROOMS or more, furnished. State location and rent desired. Box 12, care Herald.

15 Apartments For Rent

FURNISHED APARTMENTS for rent-Park Apts.-Park Ave. and 18th St. Frigidale. Rent reasonable. Phone 503J.

FOR RENT: Nicely furnished apartment with all modern conveniences. Phone 207.

16-Houses For Rent

SIX ROOM furnished bungalow at 803 Union Avenue.

FIVE ROOM cottage just beyond town limits (3 miles from P. O.) south on the new state road. Apply Mrs. George G. Herrington, French Avenue on Lake Monroe.

SMALL COTTAGE on Palmetto Street just off Highway-#16.00 a month. Apply Mrs. George G. Herrington.

25-Exchange

THREE STORY business building, including stores and completely furnished hotel. Located on main street in heart of city, next door to post office. Free and clear. Will sell for trade for orange grove. Give full particulars, acreage, varieties, price and encumbrances in first letter. Will pay cash difference if property priced right. Reply Box X care of Herald.

26-Miscellaneous For Sale

OLD PAPERS FOR SALE-For wrapping and packing purposes. Apply Herald Office.

HERSEY COW, Will trade for dry cow. Phone 798 or see Paul Jones.

BOAT FOR SALE-16 foot hydroplane, without motor, cheap for cash. 1122 Park Avenue or phone 610-W.

LEGAL NOTICES

NOTICE is hereby given that I, WILLIAM H. HERRING, of the County of Seminole, Florida, do hereby certify that the following is a true and correct copy of the original of the same as the same appears on the records of the County Clerk of Seminole County, Florida, to-wit:

IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT IN AND FOR SEMINOLE COUNTY, FLORIDA.

IN RE: ESTATE OF ALFRED HERRING, Deceased.

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ARGUMENTS IN LIBEL SUIT ARE BEGUN TODAY

(Continued From Page One) letter on the third day of August, did you?"

"Yes."

"And at the time you got it you knew the City of Sanford had a lot of money in the Seminole County Bank, the exact amount you did not know?"

"I did not."

"And the very next night you went down to the bank and made a speech, where you assured the people it was not necessary to have any more combinations?"

"I did not."

"Did you make a speech?"

"Yes, I made a speech but my speech was printed in the paper. You can read what it says."

"Do you think it is correct?"

"I don't know, I guess reasonably so, they had not gotten to disputing the facts so badly at that time."

"Mr. DeCottis at that mass meeting called them a small town edition of William Randolph Hearst?"

"I think he did."

"You opposed the five-commission plan?"

"I didn't oppose it, I didn't vote for it, if that's what you want to know."

The witness was then questioned about the purpose of the meeting and the part he had in it.

"If you want to know what I said it's in the paper. I assume it is correct. I could not attempt to tell you because I talked a lot."

"You mean you talked a lot or said a lot?"

"I said a lot, the paper shows that."

Mr. Carson asked the witness about a communication from The Sanford Herald in which was explained the difference between sizes of type for legal notices. Mr. Housholder had previously testified that The Herald increased its rate from 12 cents to 41 on inch.

"Do you know whether it was 12 cents for the first insertion and 50 cents an inch for subsequent insertions on six-point type is equal to 12 cents on an eight-point type on a 10-point type?"

"I do not."

On direct examination, the witness testified that he is president of The Herald office, he takes the pay on advertising in taxes on its property of the property of the publishers.

"Yes."

The witness testified that 33 bonds, originally so bonded, to the City of Sanford, were put on the stand as the last witness for the plaintiff. He identified a statement of The Herald account with the City over a five-year period and showing the amount of bonds outstanding for \$10,000 for legal advertising.

Under cross-examination, the witness and the report was not a part of the regular city audit, and testified that the audit report was not in the City of Sanford, Florida, as far as he knew. He said his firm had audited the books of DeCottis and Spencer during the years 1927 and 1928. He said he was not certified public accountant.

For the second time, Mr. DeCottis took the stand yesterday afternoon in his own behalf. He was followed by Commissioner Frank L. Miller and former Mayor E. P. Housholder. All of them were testifying in rebuttal to evidence introduced by the defense.

The Herald editor's charge that Mr. DeCottis gave unsound advice to the City Commission while he was city attorney was branded by the plaintiff as "absolutely in error" and denied in turn by both Mr. Miller and Mr. Housholder.

The latter was on the stand today cross-examination when court reporter A. L. Newsome testified.

The plaintiff, in response to a question by the counsel, went into some detail to explain the charge that bonds had been issued to pay a debt to the State Road Department. He said that he authorized for this purpose a never been issued and that the action was finally paid in cash. Mr. Housholder getting the Road Department to accept approximately \$14,000 for a claim of \$29,000.

Both Mr. Miller and Mr. Housholder declared the bonds were in the City Hall today. Interrogated by Mr. Carson of the defense counsel, Mr. Housholder admitted that the bonds, in the possession of Mr. DeCottis, had been placed in the City Hall on Aug. 6 after The Herald had begun its campaign for the removal of the City Attorney. Mr. Miller said he didn't

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"Yes, I made a speech but my speech was printed in the paper. You can read what it says."

"Do you think it is correct?"

"I don't know, I guess reasonably so, they had not gotten to disputing the facts so badly at that time."

"Mr. DeCottis at that mass meeting called them a small town edition of William Randolph Hearst?"

"I think he did."

"You opposed the five-commission plan?"

"I didn't oppose it, I didn't vote for it, if that's what you want to know."

The witness was then questioned about the purpose of the meeting and the part he had in it.

"If you want to know what I said it's in the paper. I assume it is correct. I could not attempt to tell you because I talked a lot."

"You mean you talked a lot or said a lot?"

"I said a lot, the paper shows that."

Mr. Carson asked the witness about a communication from The Sanford Herald in which was explained the difference between sizes of type for legal notices. Mr. Housholder had previously testified that The Herald increased its rate from 12 cents to 41 on inch.

"Do you know whether it was 12 cents for the first insertion and 50 cents an inch for subsequent insertions on six-point type is equal to 12 cents on an eight-point type on a 10-point type?"

"I do not."

On direct examination, the witness testified that he is president of The Herald office, he takes the pay on advertising in taxes on its property of the property of the publishers.

"Yes."

The witness testified that 33 bonds, originally so bonded, to the City of Sanford, were put on the stand as the last witness for the plaintiff. He identified a statement of The Herald account with the City over a five-year period and showing the amount of bonds outstanding for \$10,000 for legal advertising.

Under cross-examination, the witness and the report was not a part of the regular city audit, and testified that the audit report was not in the City of Sanford, Florida, as far as he knew. He said his firm had audited the books of DeCottis and Spencer during the years 1927 and 1928. He said he was not certified public accountant.

For the second time, Mr. DeCottis took the stand yesterday afternoon in his own behalf. He was followed by Commissioner Frank L. Miller and former Mayor E. P. Housholder. All of them were testifying in rebuttal to evidence introduced by the defense.

The Herald editor's charge that Mr. DeCottis gave unsound advice to the City Commission while he was city attorney was branded by the plaintiff as "absolutely in error" and denied in turn by both Mr. Miller and Mr. Housholder.

The latter was on the stand today cross-examination when court reporter A. L. Newsome testified.

The plaintiff, in response to a question by the counsel, went into some detail to explain the charge that bonds had been issued to pay a debt to the State Road Department. He said that he authorized for this purpose a never been issued and that the action was finally paid in cash. Mr. Housholder getting the Road Department to accept approximately \$14,000 for a claim of \$29,000.

Both Mr. Miller and Mr. Housholder declared the bonds were in the City Hall today. Interrogated by Mr. Carson of the defense counsel, Mr. Housholder admitted that the bonds, in the possession of Mr. DeCottis, had been placed in the City Hall on Aug. 6 after The Herald had begun its campaign for the removal of the City Attorney. Mr. Miller said he didn't

ARGUMENTS IN LIBEL SUIT ARE BEGUN TODAY

(Continued From Page One) letter on the third day of August, did you?"

"Yes."

"And at the time you got it you knew the City of Sanford had a lot of money in the Seminole County Bank, the exact amount you did not know?"

"I did not."

"And the very next night you went down to the bank and made a speech, where you assured the people it was not necessary to have any more combinations?"

"I did not."

"Did you make a speech?"

"Yes, I made a speech but my speech was printed in the paper. You can read what it says."

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