# Will you give yourself a chance

To be beautified by the great success of our popular dress goods department. Good goods at reasonable prices have the cause of this grand

### Agents for McCall's Paper Patterns.

A STRANGE to buy all wool Challies KID but we received a beau- GLO but we received a beautiful assortment of them yesterday. Strange to say we have many customers waiting to see them. They make such handsome house dresses.

ENGLISH We are showing a hand-MELTONS some assortment of these desirable fabries 53 inches

wide at \$1.50.

NOVELTY Such un-DRESS bounded faiths GOODS have we in our novelties that we say bring them back and get your money if they are not exactly as we repre-sent them. Further we know that when we do not give meretorious goods at meretorious prices then

our power to bring you here to buy ceases There is more merit in our novelty dress goods this year than ever before and we have an extraordinary large line too.

Frices 25c-27/4c-29c-49c-50c-60c-benuties-85c-\$1.00-\$1.25-\$1.50.

HAIR We believe this to be the near BONE est perfection of any skirt stif- CHILfening yet introduced. The goods are thoroughly shrunken, so that you need not have any hesitancy or fear of there being any change whatever from NETS coming in contact with dampness or

Another good feature is—no sizing what-ever is used—consequently it will re-tain its present elasticity until the gar-ment in which it is used is worn out.

PRETTY CAPES Ladies are always NEW JACKETS interested in something new in the way of a winter wrap. Every express brings us the new novelties, as we sell hundreds of garments every week it enables us to show every day new styles and exclusive novelties only shown here.

Today we show a plain tailor made cape in ex ra fine kersey—all slik lined with plaited back and festoons round the shoulder—If we were to put this garment in our show window with a great big \$15.00 mark on it you would think it cheap—price is only \$10.00.

One of the busy departments GLOVES in our store is our Kid Glove department Why? Because we carry two of the best lines in the market. The genuine Foster and the Trefousse clasp glove, which give universal satisfaction.

> All the new fall fancy shades as we! as staple colors.

Grey suede gloves with fancy stitching Glace gloves in the new opera colors, Kid gloves at \$1.00,-\$1.50-\$1.75-and-\$2.00 per pair.

Ladies' Scotch mixed varn bicycle gloves just the thing for these cool mornings-50c per pair.

CORSETS AND Kabo Corset, MUSLIN UNDERWEAR extra long and short walst at \$1.00 each. W. B. elastic cutaway hip in black.

grey or white sateen at \$1.00 each. Children's muslin drawers-finished with hem and tucks-at \$c-10c-121/2c-15c-

and-18c each, according to size. Children's drawers-better quality musling -trimmed with embroidery edging and tucks-at 25c-and-35c per pair.

Ladies' white aprons-made of fine lawn ing-at 50c each.



well to do so early, as the choicest styles are being picked out.

Poke Bonnets-colored silk bonnets cream silk bonnets-cream and colored silk crochet caps. Angera caps in white or grey, Stockinet caps-silk skull caps.

Caps ranging in price from 50c to \$4.50

Do not fall to see them.

## THOMPSON, BELDEN & Co.

bids and proposed to do the labor for \$2,100. It is not material what it would cost us to do the other work. He proposed to do the do the other work. He proposed to do the whole thing for \$2,100, including the piling. That was for the labor alone, without ma-terial. We had then bought about \$3,000 worth of lumber, and I am ready and pre-tared to show that no more than \$3,000 worth of lumber was used, and that if we had let that contract at \$2,100 and bought our own materials we would have saved not less than \$1,000. And it is further true and can be substantiated that the work is not done, that portion of it that relates to the pile driving is wretchedly done, that we have been that we have been that work is not done, that is substantially the basis and I want now to call upon the secretary to substantiate the work is not done, that is substantially the basis and I want now to call upon the secretary to substantiate the work is not done, that is substantially the basis and I want now to call upon the secretary to substantiate the and in that regard the work is very inferior to what the original plan contemplated as submitted to the contractors. And I want, in substantiation of this charge, to submit here a letter signed by Mr. Thomas Shaw.

I will read it to the board. (Letter is read.)
I did not read this report until two days ago, since I preferred the charges, but I had a personal interview with this gentleman and from personal talk I had reached the conclusions that I embodied in these charges. Since I had the charges preferred I took the trouble to ascertain as near as possible exactly how much lumber has been used in that lagoon, and also to ascertain as near as I could the value of that lumber. I had a report in the first place of every stick that is in that lake, so that we would know what they were, and they are here described. I submitted the measurements first to Mr Baker, our superintendent, who is a firstclas mechanic, and here is his statement I submitted it also to the Bullard Lumber company, and there is their's, and they agre to a foot. The only mistake Mr. Baker made was in figuring sixteen here, instead of 160. But these figures as shown here are correct, representing this lumber. Mr. Bullard says (Reads.) So there was about 200,000 feet. He says the above bill of lumber any dealer in Omaha would have been glad to desler in Omaha would have been glad to fill from August 1 to August 15 on the basis of \$15.50 per 1.000. f. o. b. cars Omaha. The same white pine would have cost at least \$3, and possibly \$4, per 1.000 more, as these sizes in white pine reach from \$1.50 to \$2 more than the sixteen inch. Nearly two-thirds of the bill is composed of these two items. August 13, the day on which the contract was let the regular retail price for tract was let, the regular retail price for 1.000, delivered in town in small bills, and the regular price of 3x12 delivered in small quan-tities was only \$15 per 1.000 feet. I submit

this letter to the board. SOME FIGURES PRESENTED. Taking a different summary from what have presented there-and it is not material to the main point as regards the care that has been exercised to protect the interests of the exposition; it is not very material cord with this estimate showing about the state of affairs. I wanted to estimate it, knowing just what lumber has been used, we could have done this work for if we had done it ourselves with our own lumber at the reduced price, or at a higher

Liver and Kidney Troubles and Palpitation of the Heart-Appetite Poor and Could Not Sleep.

"For nearly 10 years I have been troubled with my liver and kidneys and palpitation of the heart, and was under the doctor's care most of the time. I could not lie on my left side. My appetite was poor and I could not sleep. In January the grip confined me to the house. I was very low and was attended by the very best physicians I could get. It seemed as though nothing would help me. In March I began taking Hood's Sarsaparilla. In less than a week I could get a good night's sleep. I continued taking Hood's Sarsaparilla and I am now able to lie on my left side which I had not been able to do for years. My appetite is good and I have gained in flesh and strength." MRS. NICHOLAS MAAS, Independence, Iowa.

Hood's Sarsaparilla Is the Best-in fact the One True Blood Puri-Ber. All druggists. \$1, six for \$5. Get Hood's. Hood's Pills hable and beneficial 25c.

price, and also what it actually has cost. put the summary in this form:

wretchedly done, that we have been putting figures as regards the contract. I do not sated on the piles they have been putting suppose Mr. Geraldine will deny that the contract of Creedon & Mahoney was \$5,936.50.
If he does not deny it, then there is no need controversy on that point, and every cent of that amount has been paid, although they have not completed their work.

Kountze-What is the amount? Rostwater-\$5,936.50. If that be true, and t is not denied, then we know what we have paid. We also know what the board was to paid for that lumber. And now I want Mr. Geraldine to answer this question: Did Connolley have an opportunity to use yellow pine turned over to Creedon & Was that opportunity offered

Geraldine-Am I supposed to answer this man's questions?

Kountze—I presume it would be right.

Geraldine-It was not Rosewater—Was any other contractor offered that opportunity? Geraldine-No.

Rosewater-Then that part of it is subtantlated. It shows, as I have alleged, that there was partiality in favor of Creedon & Mahoney as against all the other bidders, and that the bid as made by Creedon & Mahoney was practically a preferred bid.

Kountze-In regard to this contract to Creedon & Mahoney, was that let by the board; did the board approve it? Resewater-The board approved it, but the oard had no knowledge that Creedon & Mahoney were given the special preference. We were notified that the contract had been let and closed; that this lumber had been turned over to them. We did not know, either, what tion they made for it. What conces-

sion did Creedon & Mahoney make on the

umber which they received through this ex-

Ceral ine-What concession did they make? Rosewater-Did they make any rom the amount of their original bid?

Geraldine-None whatever. Rosewater-I have nothing further to say as regards this particular part. I will now proceed to the other case. I think the sec-ond charge is the Daly contract, is it not? Wells—There is one point here. Some-thing is said here about consent.

Rosewater—That matter is stated exactly and I don't think Mr. Geraldine will deny that the contract contained this provision. Daley, saying that his bid was accepted, that cen ent shall be used at the option of and with the city specifications for sewer the exposition, with the superintendent de-ciding whether or not it shall be. Now, no ement has been used there and I don't think anyone will contend that cement has been used, and I do not suppose I will have to prove that no reduction has been made in the contract. Has there been any reduc-

Geraldine-There has been no reduction. HERE TAMM COMES IN.

Rosewater-Now as to this other matter, I don't suppose there will be any dispute. The board had a session, I think, on the 27th of August, and in the absence of Manager Kirkendell the president, who had taken his place temporarily, presented a request from Mr. Geraldine to the board that Mr. Tamm employed as an assistant superintendent at a salary of \$100 per month. Objection was made to the employment and the matter was laid over without action. I think that is exactly what happened. Mr. Wattles made the request on behalf of Mr. Geraldine. The request was not granted, but the motion was laid over and no action has been taken since that time. On the 1st of September, when the board of directors received its copies of reports, I, among others, received my notice of the names of employes in the various departments and found Mr. Tamm's name on the pay roli of the Department of Buildings and Grounds, under direction of Mr. Geraldine, credited with sixteen days' work as superintendent of construction, \$60 That, of course, as anyone can figure, is in excess of \$100 per month. And it showed that at the very time when we were asked to employ this man he had already been emoyed as superintendent, under a title he had no right to, and he has been there had no right to, and he has been there since. He has been on the pay roll at \$4 a day for September and on Saturday last the board, in order to enable him to draw his pay legally, as he had never been authorized, we had to legalize the action so far as his pay is concerned. The point I raise is that it is the duty of Mr. Geraldine to make his request in time for exploying these men. If

the responsibility of anything that might happen by reason of that failure, and not to ce upon us on the pay roll a man whose was not authorized. I don't nink that requires any great amount of Kountze-I would like to know what Mr

Geraldine's authority is for the employment of men in the absence of any action being he is only allowed to employ men or assist-ants with the consent of the board; whether he has any discretion at all of his own that could exercise. Kirkencall-It is not intended that he shall

use any discretion. The rules are that he can imply suggest or recommend. Wattles-I will call your attention, Mr. Kirkendall, to a general rule that was

Kountze-Do I understand that Mr. Geraldine had any authority? Wakefield—There was authority given in March for some work. Mr. Kirkendall stated It was necessary to put up a shop to keep the tools in and so on, and he was author-ized to secure the material and employ the ecessary labor to make the temporary build-

Wattles-Under what authority have all these men been employed since that time? Wakefield—They have not had authority. Wattles-Then do I understand that you have been paying these salaries without any

Wakefield-We have been paying the wages on the pay roll of the manager of the department.

OTHERS MADE REPORTS. Rosewater-One thing is clear. There had to be some latitude given to Mr. Geraldine. We could not expect him to report every laborer he employed to the board. Under ordinary circumstances, in the case of a laborer, where a man is employed and may be laid off in a few days, I suppose there would be no action, but inasmuch as he asked this board to give its consent to the employment of Mr. Tamm, then he should have rested. You cannot do both things. You can't eat your pie and have it at the same

time. That is not such a very serious matter, except that it does involve financial con-siderations in the long run. It involves discipline, too. In this way the board has no authority. It might just as well abrogate its power to its superintendents and men on the pay roll and let them do just about as they please. In every case I have had anything to do with I have had to report every thing and have it approved by the board, even

Kountze-I was trying to ascertain just what authority had been given Mr. Ger-aldine for the employment of persons, or whether it took the action of the executive committee to employ anyone, unless it was ordinary laborer. Kirkendall-We considered at the time that the action of the board was necessary, al-hough there have been several times when

o a messenger boy.

though there have been several times when something was coming up when they granted me the authority to go ahead and do what was necessary to finish up the work.

Kountze—Then after the application was made for the soproval of the board for Mr. Tamm's employment, was the board cognizant of the fact that Mr. Tamm was still restained. etained?

Wattles-Yes, I think so Kountze—And was it with their silent con ent, or knowledge, that he was retained? Wattles-I know the matter was men ioned several times, that he was on the pay

Kountze-And the board knew it? Wattles-I think every member of th Rosewater-The first knowledge we had of

it was when that pay roll that the secretary sends monthly to every member of the Board of Directors reached us. Kountze-Mr. Tamm was employed by Mr

Geraldine and a report made, and a request that he be continued in employment? Rosewater-That was not the way. The request was that we should authorize him to employ Mr. Tamm. We did not know he was on the pay roll, but after we had declined to act upon it the report reached us three or four days later, that he had already put the summary in this form.

Est, 200,000 ft, yellow pine at \$13.......\$ 2,000 been on the pay roll for twelve days before Labor, according to Connelly's bid.... 2,100 that request was made. That is the point that request was made. Total...... 3 4,700 Of course in the absence of Mr. Kirkendal

> Now as to Mr. Daley. I won't dwell any It simply shows that it was paying a man recklessly more than what was the standard for the same kind of work, as paid by the city. He never earned \$5 a day from the city in his life. But here was the fact. Plans and specifications were supposed to be drawn in the office of Mr. Geraldina for the sewer. Bids were advertised for and the bids were opened. On opening the bids we found that Mr. Daley was \$1.48 below Henry Sharp, the next lowest bidder. In view of the fact that Mr. Daley had been an emthe fact that was known to have been on the pay roll, objection was raised that a man on the pay roll should bid for a contract. This objection was sustained by the board and the contract was awarded to Mr. Sharp. Two days later a meeting of the board was called and we were notified that there was a mistake; that Mr. Daley was no longer on the pay roll and had not been for some week or ten days and, as he was the lowest bidder, he was ontitled to the contract. Thereupon the matter was reconsidered and the contract was awarded to him to Mr. Diley. Mr. Sharp was in the ante room-1 don't know but in this room-when the proposition was before the board, and after we had received it he was notified that he had no contract. He had been notified first, or had supposed from the announce-ment, that he had been awarded the contract. On the way down I inquired of Mr. Sharp how it could be that he could be within \$1.48 on a contract of \$809.35; how is could be within \$1.48 of another bidder. I asked him what plans and specifications he had had. He said, 'There are no specifications,' I was very much surprised. But when the contract came for our ratification that the plans and specifications would be with the contract in some form. But no ontract was ever submitted to this board. nor any bond, and at the end of some

did not know much about it and supposed -a couple of weeks-we discovered that Mr. Daley had finished his job and drawn his I then went to the secretary and asked whether or not there had been such a con-tract and bond filed, and found there had not, but after the work had been completed a letter written by Mr. Geraldine to Mr. work pinned thereto, were filed with the secretary. It is not material to go through specifications. But I want to show down. He came into my office accidentally and I asked him about this, and I will read you what he says. (Reads.) Did Mr. Daley inspect a sewer that was built by grounds?

ne exposition on the exposition Was that the work he in-Geraldine-He was formerly the superin-

GERALDINE DODGES ISSUE. Rosewater-Now is it not true, Mr. Geraldine, that on Thursday of this last week Mr. Daley was asked to find the Y for a con nection with a pipe in the sewer which he had superintended, and that he could not find it; that yards and yards of dirt were raked up and nothing could be done; that the engineers on Friday spent the whole day in trying to find this place, although they had their maps showing where it should be found, and that on Saturday morning they broke into the sewer to make that connec

Answer yes or no Geraldine+I never heard anything of the Rosewater-You can inquire into it then, and I will prove it by your engineer, I want to say now, though, that he did not communicate this, because he knows nothing about this, and I don't want him to rest under that suspicion. I know that spics are kept

out there on the grounds and I know that

our reporters cannot go through the grounds without being followed. Now, taking up the next case. This refers to the erection of a planing mill in very close proximity, I am told within about eighty feet, of one of the main buildings. We had been informed by Mr. Geraldine months and months before that the erection of that mill was in contemplation and that he had been negotiating with the party to request in time for employing these men. If it was a proper subject for the board to act upon, having failed to receive the sanction kept himself informed that he should have

mit for its construction or have declared the building of such a concern a nuisance and dangerous to the exposition. I believe that even now we have a right and can go before the council, if we want to, and cause a fire limit to be established within two blocks. or three blocks all around that exposition, to be good until the exposition closes, so that no more Mame buildings can be put up surrounding that exposition. But this is not a part of my complaint. That should have been prevented and we ought to have been been prevented and we ought to have been notified by Mr. Geraldine, who is supposed to be at the grounds every day, that the planing mill was to be built by those parties in that neighborhood.

that neighborhood. GERALDINE'S STATEMENT. As to the last charge, in order to save the me of this body and not to pester it with looking over maps and specifications, I will withdraw it. There have been alterations made, but it is not a material matter.

Wells—There is one point here that seems o have been passed over. It is regarding this changing of ground plan.

Rosewater—Yes, that is what I just referred to and I will let that go, at least for the present.

Geraldine—How would you like to have me deal with this matter?

Kountze-We gave Mr. Rosewater full cope to make his own statement and I think ou would be entitled to the same. Geraldine—On the evening of October 2 I received from the secretary a copy of the charges made by Mr. Rosewater and on that evening I dictated a reply to the executive

committee, as I understood that my answer to the charges was to be heard by the executive committee. Since that time the matter has been changed. What I dictated then is here, in carbon copies, and while going be pleased to hand you each a copy.

The first statement here is that the plans and specifications were prepared by Mr. Shaw. Mr. Shaw was employed on this work for a few days. He made the drawings under my direction and prepared a rough sketch of the specifications, which I revised, as I also made some changes in the drawings. It s stated here that the bids on these plan and specifications were opened by me with no bidder present. The bids were opened in the office of the Department of Grounds and Buildings in the presence of Mr. Kirkendall. the chief clerk, and others. After opening these bids and finding them too high, as stated in this reply, I stated to Mr. Kirken-dall that the work should be done soon, that we were behind on it then, having been delayed in the matter unexpectedly, and that the lumber for the sheet oiling would take some time to procure and get the quality and the condition it required. At the time d advertising for the bids, on or about July nake us a figure on the lumber for sheet pilng and the propositions I received are hereto strached. On the day the bids were opened and found to be too high I explained to Mr. Kirkendall that the work of the sacet piling should be done as soon as possible and, as here was prospect of further delay in letting he contract, suggested that we order the sheet piling for the reason that I wished to have it specially selected, and all this would equire considerable time. It was better, perefore, to order the lumber at once and we afterwards let the work by contract to turn the order over to the contractor and have the order that far under way. Mr Kirkendall told me to go shead with suc arrangement and he would bring the matte efore the exposition immediately, which he it and received the authority for the our hase. It is stated by Mr. Rosewater and confirmed, I think, by Mr. Kirkendall, that he lumber was purchased before any authority was given. There was a meeting of the executive committee on the evening of the day on which the bils were opened and Mr. Kirkendall went from my office direct t that meeting. The lumber was o dered a that time verbally with the understandin nat unless confirmed by Mr. Kirkendall from e executive committee that it was not to ap Prior to this time all question of using white pine has disappeared from our calcula-

ion of the stock in the Omaha lumber yards c. (reading from written statement.) It has been stated here that the difference between white pine and yellow pine was about \$4. Here are two proposals which i I had proposals from nearly all, if not all, of hem. I am unable to find them; I supposed they were on the file, but I find these only and I would like to have the committee look

ons for the following reasons: In examina-

at these WHITE AND YELLOW PINE. Bidwell-I notice that white pine is quote ower than the plain, yellow pine and that rellow pine dressed and tengued and vellow pine dressed tengued and is quoted lower than white pine, Geraldine-The reason for that is this Yellow pine is shipped from the south. very high figure in the price of the lumber f it can be ordered in time so that they can dress it. It removes that much freight and they are enabled to deliver it at a lower price. I might refer to that at this point to settle this question of the difference in cost of lumber. The No. 1 white pine in threeinch planks which I found in the yards of Omaha and which I conferred with lumbermen about is not as good quality as the vel it is admitted from the northern classifica tion, where it is not admitted by the south The only possible preference could be for white pine is its durability in this climate. Yellow pine is much stronger and the element of strength is to be considered in this work. For that reason I wanted plank that would dress fully three inches In ordering this lumber from the Cady Lum ber company, their wholesale dealers, a coa and coke company of Kansas City which controls the larger portion of the lumber supply over the new road from the here. I wanted to get a plank that would dress on one side to three inches. They agreed to saw this lumber to three and onemarter inches, or nearly three and one-quarer inches, and dress it to three inches which would give the strength and thickness we required. They also agreed to tongue and groove it on the drawing that I submit ed. It is stated here by some one that this tengue was only three-eighths of an inch; that statement is untrue. The tongue is fully one-half inch, made in V shape and is special design particularly suitable for this work. In ordering that bill of lumber I took all those matters into consideration; I also called for No. 1 select lumber, the very heat quality and because of these specifications and the increased thickness I agreed to pay \$1 per 1,000 feet higher than I could have go the common lumber at. It is stated some-where in these charges that this lumber that we furnished is of second quality; that state-Mr. Sharp this evening just before I came experience for years handled as fine a lot of down. He came into my office accidentally lumber as was furnished for this purpose by the Cady Lumber company. The lumber is out there; anyone can examine it and it will speak for itself.

Kountze—I think there is a charge here that the specifications called for white pine. Geraldine—Yes. And that in letting the ontract preference was given to yellow pine, which was, according to the charge, a lower priced material. Was that correct, that the specifications

called for white pine? BY AN OVERSIGHT.

Geraldine—The "specifications called for white pine. The blanks for bidding submit-ted called for a bid on both yellow and white If you will look over the bids you notice that is called for in all cases By the time the bids were received I had carried the investigation to that point and the summary of the bids that is given here and elsewhere was made entirely upon yel-low pine, because at that time the quetion

MEDICAL MEN

Agree that coffee weakens the kidneys, and recommend

POSTUM. . .

As the proper drink at meals

there on both kinds. Rosewater-Are these the bids of the lumer dealers? Geraldine-No, sir; the contractors, Rosewater-Am I permitted to ask some

uestions as we go along here? Kountze-I presume so, so long as you don't break in. Geraldine-He has my full consent if he oesn't take too much time. Rosewater-I simply want to know at what date these lumber bids were made or asked

Geraldine-The time of these bids, this yelow pine bid, was the 15th of July, 1 thinkthe 16th of July.

Rosewater-Why were these bids not sub-

nitted to the board—the bids for lumber? Geraldine—Why were these bids for lumber not submitted to the board? Because was not called for, and there was nothig to require it Rosewater-You said that you made a pur-

chase. At what price did you buy this yel Geraldine-The price of yellow pine purchased was \$14.50. Rosewater—And you thought at that time

Geraldine-I thought so, Rosewater-Didn't you know that you ould buy lumber at that time a dollar

cheaper than \$14? Geraldine-These bids explain that, urchase-the quality, quantity and price-

for it. The lumber was purchased on ho 24th.

Rosewater-Why was not the contract or the order for that lumber filed with the secretary for the information of this board? Geraldine-I was never instructed to file that order. Rosewater-And you knew how many

thousand feet you turned over to Creedon & Mahoney? How many? HIS MEMORY DEFECTIVE.

Geraldine-I don't recollect. umber you bought? Geraldine-I don't know exactly. My

nemory is not quite as retentive as that on all details. The lumber that I ordered was somewhere, I trink, about 170,000 feet. Kountze-I presume the office has a rec rd of the quantity of lumber that was pur chased? Rosewater-We have no such record her

with the secretary. Have you ever heard now much was bought there? Geraldine-There was never any occasion turn any order over, because the order in a few days was turned over to the con-tractor and he assumed it. That is, the

oatractor paid the lumberman. Rosewater—At what price? Geraldine-At the price I ordered it at-\$14.50-\$1 higher than I could buy it at the common size and common quality. quality was the highest quarity obtainable it was sawed a quarter of an inch thicker than the ordinary size and tongued and grooved on a special design, for which the mill had to make their knives. For these reasons, in order to get the requisite thickness and quality, I agreed to pay \$1 higher per thousand. Have I made that clear? Kountze—The lumber that was furnished was of a higher grade than the lumber that hese bids were put in on?

Geraldine-Yes, sir. Resewater-Didn't you say to Mr. Kirken that you were saving the exposition from \$200 to \$300 on this deal because to lumber was \$1.50 cheaper than it could b bought for from any other dealer?

Geraldine-No. . Rosewater-We will let you settle that with Mr. Kirkendall. Bidwell-As I understand it, the lumber which you purchased was one-quarter inch over stock size, so that it would dress down a full three inches. And this lumber which you bought, was that some which was manufactured for the purchased for this purchase? you bought, was that some which was manufactured for this purpose? Geraldine-Specially

Bidwell-I can understand readily how as extra thickness in the lumber would cost more, Mr. Rosewater, than stock size Rosewater-But we were assured that w were getting a great bargain in buying this lumber cheaper than anybody would sell it for, and we were never taken into the confidence of Mr. Geraldine as to how much he ought, at what price he bought it or how much he turned over.

Kountze-You said about \$3,000? Geraldine-That is about what it was. That is approximately the amount Kountze-As I understand it the associa as an association, never actually ought this lumber, never paid for it? Geraldine-No. sir.

Kountze-The contractor simply stepped in nd took the contract which you had the ption upon? Geraldine-Which I had already ordered a he time the contract was made and which vas surposed to be under way. he association's hands at the same price

at which you had contracted for it?

Geraldine—Yes. Kountze-And which the association would have paid had they taken the lumber? Geraldinne-Yes.

Wells-And you submitted that proposition to turn over this lumber to only one of those

ONLY ONE BIDDER. Geraldine—Yes, sir, only one, because it was not made until the final proposition. I was not foolish enough to tell those contractors that we had ordered the lumber and put myself in that position. That question was asked here some time ago. Now, after these bids were rejected, I was surprised to find them so high; supposed it could be done for less. I wanted to place it under contract. I went over the specifica-tions and drawings carefully to see if I could cut out any expense here or there. I con-ferred with as good authorities as I could find on that class of work and I made some changes. It is not customary in letting contracts to reject bids and ask for bids again on exactly the same specifications, because a contractor is not expected to alter his bid under such circumstances unless a change is made. It is customary in such cases to is made. It is customary in such cases to call in the lowest bidders. In this case the two lowest bidders were Connolly and Creedon & Mahoney. Connolly was the lowest bidder, having bid \$7,900 on the entire job as you will see by his original proposition. There was another bidder, the third, Mr. Raymond, I also called him in. If you please,

will read what I dictated here. (Reads Now, it has been stated that Mr. Conn turned in a proposition to do the work for \$7.100. That statement is absolutely untrue. Here is his proposition. Here are all the propositions he ever offered. It is stated here that he turned in a proposition to do the labor for \$2,100. That is also untrue. I will read his proposition. (Reads proposition.) explained to Mr. Connolly the changes that we made of changing the connection between the mainstay piles and the anchor piles to wire cables instead of stringers and of sinking a ditch one foot to be filled with clay and tamped and drive the sheet piling six inches. Wells-By what authority did you change

Geraldine-By the same authority by which I made them. I was authorized to do that work by Mr. Kirkendall. That is what I am supposed to be here for.

Kountze—All the bidders were aware of the

hanges in the specifications?
Geraldine—The three lowest bidders. The
lids received were: Hamilton Brothers. bids received were: Hamilton Brothers \$11,542; A. A. Raymond, \$8.724.28; Creedon & Mahoney, \$8,161.19; James P. Connolly, \$7,900 Rosewater—That is on the first proposition Geraldine—Yes.

Rosewater—He says that this is false, that Connolly bid \$7,100 for this work, and that it is false that he bid \$2,100 for the labor. Is a laise that he old \$2.50 for the laborate its rue that in his bid, on the face of it, you may that he offered to deduct \$700 if he were allowed to do what you did allow Mr. Creedon to do?

Geraldine—That is not true. Rosewate:—You read it there? REFUSES TO ANSWER. Geraldine-It is not there. The modifica-

been notified at once, if he did not see it himself, when the first nail for that mill was driven. It seems that with reasonable vigulance if any notice had been served upon the board we could have gene to the city authorities and had that mill stopped; that is, either have prevented the issuance of a permit for its constructions and their bids are side so that they would form a wedge on

Resewater-Who made these plans? Genuidine I must ask, Mr. Kountze, that this gentleman be required to sit down and walt until I get through.

Kountze-I think Mr. Geraldine should have the right to make an explanation.

Geraldine-I explained that these plans were drawn by Thomas Shaw, Mr. Connolly

that he could put the piling in a ditch and fill it up so that it would hold water. I didn't think so, and told him I couldn't con-

suggested that instead of driving at all, I would relieve him from doing any driving

sider it. When he put in this bid, "if shee piling is allowed to be set in a trench in stead of being driven, deduct \$700," It was on the proposition to do no driving at all which we could not consider, and I distinctly told him so. He then said he could make no deduction on that score and his bid etands at \$7,800, and he refused to do it for anything less. I had asked him the same low pine and how many thousand feet did as the others, to submit a proposition for the work, and for all the materials and the work, or for such portion of the materials as he could furnish to the best advantage. This was his proposition. There is the that that was \$1.50 lower than you could esition I received from Creedon & Mahoney buy it at any other place, from any other (Reads.) After receiving that proposition (Reads.) After receiving that proposition from Mr. Creedon, I asked him what price he had figured on lumber. He said he had figured \$13.5c. I asked him if he could buy lumber of the quality called for, He insisted that he could; that he could get a good quality at that if he could have time to get Rosewater-Why did you not report this it here. I then explained to him that I had urchase-the quality, quantity and price- ordered the lumber, explained the specificapurchase—the quality, quantity and to the board at any time?

Geraldine—Mr. Kountze, I think matters have been fully explained. There was no call for reporting all this. These call design of the tongue and groove, and asked if he would be willing to take that order off our hands at that price and still to the work at the figure he had made. He ing whether we would be called upon to buy do the lumber or not. When the bids were opened and found to be too high I then suggested that we purchase the lumber and have these bids as my authority as to where manager of my department and recommended that the contract be given to Cree don & Mahoney at the figures named and under these conditions, and that the pilling be let as a separate contract or done by ourselves. I explained that the lowest figure I could obtain was 5 cents per foot for driv ing the piling and the other prices men tioned for driving the sheet piling. Mr. Kirkendall asked me if I could do it for a less figure. I told him I thought we could. As a result of the conference I recommended that we do the piling ourselves, the con tract to be let to Creedon & Mahoney. It went to the executive committee. There was some criticism effered on the specifications. It was on the day that Mr. Kirkendall left the city, I think. Mr. Rosewater and Mr Lindsay came to my office to get the speci eations. The criticism was offered, to which replied and asked for a suggestion thing better, which was never offered. Later the same proposition was presented to the executive committee by the president, who in the absence of Mr. Kirkendall, acted as nanager of this department. before the committee in regard to the mat ter, I was asked numerous questions in regard to it and explained every detail as far us was required. Mr. Rosewater was present and asked some questions about it; asked me in regard to the cement mentioned an questions, I don't remember just what But I do remember that I explained all this matter, much of which I am explaining now In my presence the executive committee voted unanimously to award the contract to Creedon & Mahoney, and instructed the act-ing manager to do the rest of the work ourelves. I immediately proceeded with it Kountze-May I ask you-The cement was omitted in doing the work? Had the coment been used, would it have added to the cost

> Kountze—The puddling of the trench cost the contractor as much as it would have tost him had he used the cement? Geraldine-Yes, it cost him more. Kountze-And the work without the ce

f doing the work?

ment is preferable to that with the cement? WAS SOMEWHAT UNCERTAIN. Geraldine-Yes, sir; I believe it is. At the time I drew those specifications I was somewhat uncertain about the matter and thought dle. In that case I wanted to make a join Geraldine—Specially, inside the sheet piling through this strata Bldwell—Wasn't anything you found in if I found it. There was one stratum of tock? that material found higher up in the clay Geraldine-No, sir, it was ordered from which made me apprehensive of finding more. I might explain that further. Here is the contract of Creedon & Mahoney. (Reads from contract.) You will observe tate that the ditch shall not be more than five inches in width, the idea being that the narrower we made the ditch, without dis-turbing the clay at the bottom of the ditch, the better joint we could make. This ditch being five inches wide, the plank would fill three inches, leaving only two inches to be filled. I thought that possibly to fill the balance of that with American cement might be better than undertaking to tamp it. found on more careful examination of th clay that it is what is called joint clay that is, porous, having perpendicular pores; that to break those pores it was better to de it by puddling it and tamping it. Now, you will readily understand that if that ditch, two inches wide and only a foot deep, was to be filled with cement it would only require a small quantity of cement. The cement was never intended to apply in any place except where I might find decomposed material. The facts are that this ditch was dug a foot wide. I found that in going on with the work, testing it, that a better fol could be obtained by digging a ditch wider puddling it and tamping which was done Bidwell-Was there any extra charge on the part of the contractor for that?

Geraidine—He was not allowed any. Bidwell—Did he ask any? Geraidine—He did and it was refused. Bidwell-Was it refused before or after he ald the work? Did he make his claim before he did the work. Geraldine-He made it afterward. Is that

Kountze-I think it is explained in a man per that is intelligently understood by the Geraldine-Are there any questions to be

matter of the cement satisfactorily disposes

asked about it? It seems to be made a point in these charges. I should be glad to answer Kountze-I think the question was asked

whether the cost of doing it one way or doing it the other, which was the cheaper, whether there was any difference in the cost. And I think the answer was that the tamping cost fore than putting in the cement. Is that Geraldine-Yes, sir. The work as done, in gging the ditch wider and tamping it ther oughly, as was done, is more expensive than outling in the cement. And the cement was never contemplated except in such places as might be found porous and might be put in

as a safeguard. FIGURING ON THE COST. Kountze-I think it might be well perhaps gtate to the committee what would have been the probable cost and quantity of cement that would have been required to have done the work if it had been done with

ement instead of clay.
Geraldine-Well, the quantity of cement (Continued on Third Page.)

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