HEARING OF DION GERALDINE

Stenographic Report of the Testimony as Taken by the Committee.

CONCERNS HIS SEWER DEAL WITH DALEY

Contractor Got Employment and a Job for Which There Was No Contract Made Till Work Was Done.

Following will be found the conclusion of the stenographic report of the testimony taken by the committee which heard the charges of corruption and collusion preferred against Dion Geraldine:

Rosewater—Seven hundred dollars difference in what? In the price you quoted the second time or the first time? You made the total amount of work and total amount of material at $7,900 in white pine on your first bid. Now, you mean you would have done it for $7,200 with white pine, the way it stands there now?

Connolly—Yes, sir. I do. Yes, sir, I believe even I could go lower than that. I tell you, gentlemen, I would have been glad to deduct $18 a thousand for every thousand feet of lumber that was saved on that job, and still I would have a profit left. My bid was on white pine of the first quality, which cannot be bought for less than $18 per thousand.

Bidwell—Now, do you know?

Connolly—Well, I cannot buy it. I bid according to the figures that were quoted to me, that's all.

Rosewater—First quality, you mean?

Connolly—No. 1; yes, sir.

Rosewater—Now, let me ask you this. If you had been offered this lumber for the work as now done at $14.50 per 1,000, how much reduction would you have made from your bid?

WOULD HAVE BID LOWER.

Connolly—You say if I was offered the lumber at $14.50? Well, the difference between $14.50 and $18, $3.50 per 1,000.

Rosewater—It is conceded that there are 195,000 feet of lumber all told in the lagoon, and you say you would have reduced from that $3.50 per 1,000 if you had been offered the opportunity?

Connolly—Yes, sir.

Rosewater—Were you ever offered that opportunity by Mr. Geraldine? Did he ever offer you any proposition or suggestion as to where you could buy white pine lumber or yellow pine lumber at $14.50?

Connolly—No, sir; he did not at any time. He did not give me much of a reply at any time, and seemed to want to cut me off very short.

Rosewater—Mr. Geraldine said he favored you more than he did Creedon & Mahoney, and showed every disposition to help you out. In what way did he show that disposition? Did he give you any indication or intimation that you could go to any lumber yard in this city and buy lumber at $14.50?

Connolly—No, sir; he did not.

Rosewater—You had on the face of your bid, you had there that you figured lumber at $19 a 1,000?

Connolly—Yes, sir; I was figuring a little profit for myself. I was buying it for $18.

Bidwell—Mr. Connolly, did you have any bid for lumber from Hoagland?

Connolly—From Hoagland? No, sir, I did not. I did not have it from Hoagland in one way, and indirectly I did in another.

Bidwell—Did you have any bid from the Chicago Lumber company?

Connolly—No, sir.

Bidwell—If you had known that Mr. Hoagland would have delivered you white pine, tongued and grooved, at $14.50, and yellow pine, tongued and grooved, at $13.50, would that have made any difference in your bid?

Connolly—Yes, sir, it would. Just the difference between the price of $18 and the price they would quote me. Now, that is honestly.

Bidwell—If they quoted such a price as that to some other contractor who was bidding at the same time you were, their bid would naturally be lower than yours, would it not?

Connolly—Yes, sir; I should think so. I should judge so.

Bidwell—Did you make any effort to ascertain what you could obtain lumber for from other places?

Connolly—I didn't get a bid directly from Mr. Hoagland, but I got a bid from Mr. Bullard, at Twentieth and Izard, and I understand it is a branch office of the same company. And I had Mr. Benedict get prices for me from several people on the sheet piling and on the mainstay piling, and I went myself to Dietz and Patrick, and Wagner & Buchanan, and other persons, and their prices were just about the same; all about the same. But there was none of them that wanted to furnish me, or would absolutely guarantee to furnish me the yellow pine in time to complete the work by September 10. But the white pine I could get. They would not guarantee it. They would say, in all likelihood we can get it, but we cannot guarantee it, because the mills are pushed just now and there is a demand for lumber, and I don't know that we can get the yellow pine.

Bidwell—What do you regard the difference between yellow pine and white pine?

Connolly—Well, there is $3 or $4; $3.50.

Bidwell—In your bid here you make only a difference of 50 cents.

Connolly—That is true. Supposing the exposition company would accept my bid and bring me to time on that date, they have a $500 check of mine here, and if I have to go into the market and am compelled to buy yellow pine at any price I must have a better price for it. I have a $500 certified check here I have to protect.

Bidwell—Here is a bid from the Chicago Lumber company, and also one from Hoagland, in which they make a difference—the Chicago Lumber company makes a difference of $1 per thousand between white pine and yellow pine, charging $1 more for the white pine than the yellow pine. Mr. Hoagland charges $1 less for the yellow pine than the white pine. These are two reputable concerns, and what I want is to draw out from you why they should make propositions to sell this lumber at these prices if there is $3.50 difference in the value of them?

GERALDINE GIVES ADVICE.

Connolly—Well, sir, I cannot understand that, unless they might have a stock of this lumber on hand, or where they could get it. But you, nor I, nor anybody else, can go into the market today and buy white pine lumber for anyways near the price we can buy the yellow pine.

Bidwell—We could that day, because there is the bid.

Connolly—Yes, the bid is there.

Bidwell—These are reputable concerns?

Connolly—These bids don't show that it would be here in time to complete the work on that date. Now the time was short. We had three weeks and Mr. Geraldine told me to do nothing I could not stand by and if I had to buy yellow pine I would have had to pay a stiff price for it.

Bidwell—I want you all to get clearly what my idea is on this. That is, if you felt that way and some other contractor felt he was safe in offering to sell the timber cheaper he was in better position to get the contract than you?

Rosewater—That is precisely what we have alleged here; that Mr. Geraldine by giving another contractor the benefit of the $14.50 lot of lumber, which the exposition bought and keeping that from this man, gave the other contractor the contract, gave him the preference.

Geraldine—That statement is misleading and, I think, intentionally so. I have stated distinctly that nothing was said to either contractor about this order until after his proposition was put in any more than to this man here.

Rosewater—Then why didn't you let this man know just as well as him and let him come to the front?

Geraldine—Is there any of the committee who does not understand what I say? The gentleman is endeavoring to make the point that I told the other contractor of this order that he could have before his bid was made and that he made a lower bid in consequence, which is untrue. I told the contractors nothing of this order until their last propositions were in. This man being the lowest, Creedon & Mahoney, I then took up the question of his material—asked him what the figured he would have to pay for the lumber. He said he could get it for $13.50. I then explained to him what I had ordered, its extra quality, its dimensions, its advantage of being ordered some ten days prior, and asked him if he could use that order on this bid. He said he didn not think he could, but he would go and figure it over.

Rosewater—Then why did you make that contract September 20, giving the preference to the other contractor, without letting this man know that he could also have this lumber and without notifying the board of managers, who have something to say in this matter?

Geraldine—That statement is also misleading; and intentionally so.

Rosewater—How do you measure my intentions?

Geraldine—Because, Mr. Rosewater, you are the individual who delayed the consummation of this contract a week or ten days after the proposition was sent in, and that extension of time was made in consequence.

Rosewater—In what way?

Geraldine—By sending it back when it was presented by Mr. Kirkendall the last day that he was here.

Rosewater—It was sent back by the board, not by myself. We simply found fault with the wording, the verbiage. But all the contractors should have had the same opportunity if the time was going to be extended. This man should have had the same right.

Geraldine—This extension of time was made after the recommendations were accepted.

Wells—Did you inquire, Mr. Geraldine, of Mr. Connolly the figures that he was—on what basis he was figuring?

Geraldine—Yes, sir, I did.

Wells—Do you remember his answer?

Geraldine—His answer was in a measure evasive. He said $13 or $14.

Connolly—Gentlemen, if I am permitted to say a word. I want to deny that most emphatically. Nothing of the kind ever passed my lips, because if I said it I would be telling an untruth when I would say the words.

Wells—And Mr. Geraldine did not say anything to you, asking about the figures you were making?

ASKED ABOUT THE PRICE.

Connolly—Yes, sir, he did, and I told him $18 per 1,000. When I told him that I could not get the yellow pine here he said, "who are you dealing with?" I told him my lumbermen said they could not deliver it for me. He said, "They do not know their business."

Geraldine—I will call your attention to the fact that the witness stated some time ago that I asked no questions on this point at all. I would like to call attention to one point on these bids, if you please. You will observe that at the bottom of the bid here Connolly quoted lumber at $19 and $18. You will see the other bids make the same quotation as high as $21 and $20. If you will read the bid you will see that we called for prices on materials in the bids, as well as a lump figure. Let me read this, if you please. (Reads.) The figures made by Mr. Connolly of $18 and $19 per 1,000 are on this proposition for the material. The rest of his bid explains that. You can read it over.

Rosewater—Did you ever make a computation, Mr. Geraldine, of the cost of the materials under the contract which you made with Cady & Co. and what the labor which you had intended to employ would cost, and compared them with the bids that you had?

Geraldine—Certainly I did.

Rosewater—Then how did you arrive at the conclusion that this bid of Creedon & Mahoney was lower than what you could do it for yourself, or the exposition?

Geraldine—I did not arrive at any such conclusion.

Rosewater—Then, if you did not, why did you recommend that we should let that contract to him at that price?

Geraldine—Because I was ordered by the executive committee to let the work by contract. Not to do any more work ourselves than we could possibly avoid.

Rosewater—And you knew at the time that we were overpaying nearly $1,000, or thereabouts, on this work?

Geraldine—No, I did not. I did not say so.

Rosewater—You did do the work of pile driving, did you not?

Geraldine—Yes.

Rosewater—Was that necessary?

Geraldine—It was ordered so. On my statement that I made—

Rosewater—On your recommendation?

Geraldine—No, sir; I made no recommendation on that. I stated that we had an offer of 5 cents a foot for driving the piles, but I thought the exposition could do the work for considerably less. I also explained to Mr. Wattles, who was then manager of the department, that I still thought these bids too high, and the exposition could save money still by doing the entire work themselves if they wished to do so. He asked me how much. I said probably, as near as I can recollect, $700 or $800. Well, he said, that is not any more than a contractor's fair profit, and even though we might be able to save a little money that way, there is so much fault found with doing the work ourselves, so many people kicking about it, and the executive committee desires the work done by contract, and I would therefore say don't do it. Let it go by contract and do only that portion which you have explained.

Connolly—About the change of these specifications, I want to state when I first discovered that. There was some bids called for for the construction of a sewer on the exposition grounds, and me and Mr. Shaw went upstairs here to look the specifications over, and while we were in there I noticed the plan of the lagoon lying on the draughtsman's table there. I went over and looked at it and saw there was a great change took place. I said to Mr. Shaw: "Keep your eyes opened; something has happened since we were here before." We went and looked it over carefully and there was a great change in it. I did not like that at all, and I spoke kind of loud—not exactly loud, but I was pretty hot, and I showed it, and I said: "I will never put in another bid to the exposition company if the bids are not opened in public," because I did not believe in this transaction of opening bids behind closed doors. I believe I was the low bidder on the lagoon out there, and I shall never bid on their work again until they are opened in public. The next day Mr. Shaw asked the draughtsman if the bids were to be opened in public, and he assured Shaw the bids would be opened at 6 o'clock the next night in public. I was not there, and Mr. Shaw brought a bid up there, and I believe Mr. Geraldine told him at that time, for Mr. Shaw told me. He said that if he had me upstairs then he would wring my neck downstairs. And I want to give notice right now—

Bidwell—I certainly must object. What Mr. Shaw told you don't go. When did Mr. Shaw go into partnership with you?

Connolly—The first job that Mr. Shaw and I bid on together was on that sewer in the exposition grounds. After I made my second bid for this exposition I went to Mr. Shaw and made a proposition to Mr. Shaw to come in with me in partnership with me, Mr. Shaw being an engineer and a competent man (that is, I believed he was a good, competent fellow), I thought I could use him and we could work harmoniously together. I needed an engineer and would have one right there with me. Mr. Shaw accepted my proposition and we went together.

Bidwell—When your first bid was made, then, Mr. Shaw had nothing to do with it?

GREEN ON THE SCENE.

Connolly—No, Mr. Shaw did not. No, sir; all I knew Mr. Shaw was doing, I was in to see the architect, and I saw him working on the plans, and it was according to those plans that we completed our bid the second time.

Rosewater—In this testimony about the pile driving it transpired that a man by the name of Green, who is said to be the partner of Templeton, who is an employe in our office. Green was employed by the exposition some time previous, was he not?

Geraldine—Green was employed for some time by the exposition.

Rosewater—What was he doing?

Geraldine—Driving piles.

Rosewater—Is he an expert, or was he?

Geraldine—He said he understood driving. I don't know.

Rosewater—Where did he come from?

Geraldine—I don't know.

Rosewater—Didn't you know that he came from Chicago?

Geraldine—I did not know. They tell me he came from Chicago. That he came from Ohio originally, that he lived here some time ago, but had been away for some years.

Rosewater—Wasn't he imported here from Chicago on purpose?

Geraldine—No, sir.

Kountze—Mr. Rosewater, in this charge here, says that all the iron work, worth $200, was omitted from the Creedon & Mahoney contract. Is that correct?

Geraldine—The iron work I referred to was the bolts shown in the original drawing. I explained last night that changing the backstays from timber to cables. The iron work aside from that was the lag screws shown here in the drawing and holding this walling on the piles. That was the construction given by Mr. Shaw, which I changed, because here in the drawing and holding this walling edgeways and back of the piling, and mortising it into the piles, that dispensed with the lag screws. But the cost to the contractor of making that change, which is mentioned here in the contract, in which he agrees to do that extra, which involves an expense in labor of $200 extra on the contract. It relieves him of the use of those lag screws, substituting spikes instead. The difference between the spikes used and the lag screws, had they been used, would be very infinitesimal, if anything at all.

Kountze—The next charge is that of the employment of Mr. Tamm, and that, I think, was explained last evening.

Geraldine—In looking over my written reply you will find it. And I will say, also, at the time Mr. Tamm was employed the superstructures were under way, the Administration building was pretty well along under construction. I had been looking after it myself till near that time, but the necessity for a superintendent of construction arose. I did not want to employ a man entirely for that work, because there was not enough of it at that time to warrant it. I therefore asked the architect if there was not somebody in his office he could detail to me to look after that work until it increased in magnitude sufficiently to warrant the employment of a superintendent of construction. The architect sent me a young man whom I put on the work. He took care of it for about a week, I should judge, and then disappeared—left us without notice. At this time there was some questions disputed about the construction of the drawings and specifications, some work done under the supervision of this superintendent during my absence from the work that was improper; some question of dispute arising with Strehlow on the Manufactures building, and the necessity for a constructionist on that work was imperative. I learned at this time that William H. Tamm had finished his work with Arthur Johnson & Bro., and sent for him. I asked him for what wages he would undertake to superintend the work out there. He replied that he would expect about $7 a day for the work—would like to have that. I asked him what he had been receiving. He said the work he had been doing for Arthur Johnson & Bro. recently being very light, paid $5 a day. He finally agreed to accept $4 per day. I told him I would recommend that he be employed at that. I conferred with Mr. Wattles, told him the situation, told him I needed a man there immediately, and a competent one, or I would have to leave the office and the important affairs of the department and stay out there the greater part of the time on that work. I told him about Mr. Tamm. I wanted in this capacity a man in whom I could absolutely depend. It is a part of the work that I am particularly responsible for, and it is a very important feature of exposition work. That is, that the construction of the job is done in strict accordance with the plans and specifications and that the man who superintends the job should be there at all hours as the work progresses, to confer with the contractors, to explain anything they do not understand about the drawings, correct any errors that may occur, and prevent any improper work being done before it is done. I knew Mr. Tamm to be that kind of a man. It has been stated in the papers here that he was a former employe of mine in the Chicago drainage canal. My knowledge of Mr. Tamm is confined to these facts.

EMPLOYMENT OF TAMM.

Rosewater—Mr. Chairman, I want to cut this thing short. None of us have an abundance of time. It is a very interesting story, but we have not questioned his ability. We simply question the right of Mr. Geraldine to employ this man.

Geraldine—Mr. Chairman, I feel grieved at this interruption.

Rosewater—You are only doing it to take up time.

Geraldine—I would like to ask the chairman whether I am reporting to this committee or to Mr. Rosewater?

Kountze—I don't think there is anything in Mr. Rosewater's charge here that Mr. Tamm was a former employe of your's, is there?

Geraldine—I referred to that as having been in the newspapers. I am explaining this to show the very good reasons for employing Mr. Tamm. At the time I explained this to Mr. Wattles I said I wanted this man immediately. He said go ahead, that would be all right and he would bring it before the executive committee immediately, at the next meeting. Now, it is stated in the charges here that it did not come before the executive committee until the 27th of August. I don't recollect the dates exactly, but I think that this occurred about the 13th or thereabouts. At all events, I put Mr. Tamm at work the next morning. After the next meeting of the executive committee Mr. Wattles came to my office and said that the committee would like to know more of Mr. Tamm; also would like to know why I could not use Mr. Daley. I explained to Mr. Wattles that Mr. Daley could not be used on this work because he did not understand it, and explained what it required. I said I would get the information he wanted regarding Mr. Tamm. I telephoned to Mr. Tamm; he came in from work. I think that same evening, called at my office, and I took down a statement of his experience. I handed that over to Mr. Wattles at the next opportunity. He returned it to me when he came back from the meeting and said that the matter was laid over. In examining that memorandum I find it is dated August 21, so the matter certainly was brought up before the executive committee at the next meeting after he was employed.

Rosewater—Don't you know that the executive committee has meetings nearly every other day, or every third day?

Kountze—Mr. Rosewater charges that the executive committee declined to grant the request for the employment of Mr. Tamm by refusing to take action on the request, and that Mr. Tamm was still found in the employment of the company after that time. Now, the committee having declined to take action, why did Mr. Tamm continue?

Geraldine—I received no notice from the committee or from Mr. Wattles, or any intimation that he should be discharged.

Rosewater—Did you notify the committee that he was employed at the time you asked for this permission for appointment?

Geraldine—I did not give any notice direct to it. I am not expected to or required to. I gave my notice to the manager of the department, Mr. Wattles.

Rosewater—You had notice that the committee declined to accept your recommendation or rather to appoint the man on your recommendation at the time—declined to take any action? Did you have notice of that?

Geraldine—No, sir.

Kountze—Did the executive committee have knowledge that Mr. Tamm was still in the employ of the association after this time?

Rosewater—The only knowledge we had was that his name appeared when we received notice in September of the pay roll for August. I noticed that Mr. Tamm was on the pay roll for August for fifteen days at $4 a day, and inasmuch as Mr. Wattles had represented that we could engage him for $100 per month I called the attention of the members to this irregularity, that it was paying him more than he actually wanted. It is customary for department heads and for their subordinates when they want any assistance of such importance to submit these questions to the executive committee. What I contend is that if Mr. Geraldine wanted a superintendent of construction he should have sent a communication in some time before for him. Where did Mr. Tamm come from?

Geraldine—From Omaha.

Kountze—You have not answered my question.

Rosewater—The committee had no other knowledge until the end of the month.

Kountze—Did they have any official notice that this man was still in the employ of the association?

Rosewater—No other notice except this fact, that his name had appeared on the August pay roll and at the end of September we were asked on the return of Mr. Kirkendall—on his return the secretary refused to certify to this pay roll because Mr. Tamm's employment had not been authorized. He refused to make out a voucher and thereupon notified Mr. Kirkendall that some action must be taken to legalize this matter before the voucher would issue. Then was the first time we had any official notice that Mr. Tamm was still in the employ and inasmuch as he had done the work we voted to pay him. And there it ends, but he has no authority yet at the present time.

Rosewater—I want to know of Mr. Geraldine why he designated this man as superintendent of construction.

Geraldine—Because that is his business.

Rosewater—What are you, then?

Geraldine—I was employed as general superintendent of the Grounds and Buildings Department.

NO SUCH RECORD.

Rosewater—There is no such record anywhere. The minutes of our association show that the title was the superintendent for the Department of Buildings and Grounds; not general superintendent. And that is one reason why at the time Mr. Tamm's name was proposed I objected. I did not see why we should have two superintendents. Are we going to promote them to generals, lieutenant generals and major generals and all that?

Kountze—The committee having acquiesced to the continuance of Mr. Tamm's employment and having paid him on a voucher, and the matter being under discussion, should not the committee have taken some action in this matter, either declining to continue Mr. Tamm or acquiescing in it.

Rosewater—We had a very long session, this all occurred last Friday, and it would not have been, perhaps, prudent. I did not so regard it, that his services be dispensed with, not knowing just to what extent he is employed or his services are necessary, and in view of the fact that these charges were then and there preferred and that statement made, it did not clear Mr. Geraldine in any way what we should do subsequently. It showed that he was carrying on this department on his own part in an arbitrary, unmethodical and unlawful way, if it can be unlawful.

Kountze—The next question raised here is the employment, or rather the awarding of a contract to Mr. Daley for the construction of a sewer, without plans and without specifications, and without bond being given. What was there about that?

Geraldine—Do you wish we to explain all that leads up to the letting of this contract, or just the bare facts?

Kountze—I think the bare facts are all we care for.

Geraldine—We advertised for bids for a sewer to be constructed on the intersection of the sewer on the Kountze tract, at Twentieth street north to the line of Bayard street and east to Sherman avenue. We prepared plans for that sewer. A plan is the appearance of the work looking down from the top, showing where it is to be laid, in what street, in what part of the street and where the laterals were to be put in. We prepared a profile showing the surface of the ground, the depth at which that sewer should be placed at all points, the size of the sewer, and on this map we placed the specifications, which give the size and quality of the sewer pipe, and referred as it was laid in the public streets and that the city specifications would apply. Bids were received, contractors came to the office and examined the plans and specifications and put in bids. Mr. Daley had been a former employe as foreman of the sewer gang that constructed the sewer that the exposition built itself. He had been discharged some time before when the work was completed. When the bids were opened I found the bid of Mr. Daley and it was the lowest bid—something less than $2 lower than the next bidder. After opening the bids, which was done in public, I had a conference with Mr. Wattles in which I stated to Mr. Wattles that I did not wish to give that contract to Mr. Daley because I wished to employ him to superintend the sheet piling around the lagoon which we were about to begin, because I had found in his former service he was a good man. Mr. Daley had come to me as a perfect stranger, recommended by one of the prominent citizens, and I employed him, first as foreman of the fence gang, at $2.50 a day; later in charge of the sewer work, which is his regular business, I understand. I found him to be, as far as I could discern, a faithful and competent man. He took particular pains to follow his work carefully in the sewer built, and I examined it daily myself. I found that he was a shipwright by trade, and from what I could learn he had a better knowledge of this mixed class of work that was required on the lagoon sheet piling than any man I could find, a fellow I could rely upon, and I wished to employ him in that work. There was not very much in the contract anyhow and I thought he would be willing to give it up if I would give him employment. I told him I would like to employ him to superintend the sheet piling, and if he took this contract I could not do it. He said that he could make some money on the contract and did not like to give it up, but if I would promise him permanent employment he would go and arrange with the next bidder to take it and pay the difference. I told him I could not promise him permanent employment. He then stated if we would give him the contract it would only take him ten days or two weeks to carry it out, and during that time he would superintend the work on the lagoon for nothing as a donation to the exposition, and when he had finished his contract and had nothing else to do he would accept pay. I told him he could not do that; if he had a contract for the exposition, while carrying out that contract, do anything as a representative of the exposition. Some of this discussion took place in Mr. Wattles' presence and Mr. Wattles took the matter to the committee and returned to the office and told me that there was not a full board of the executive committee, but the matter had been discussed by those present and decided to give the contract to Daley and I could go ahead with the necessary arrangements. The next day, after the regular meeting of the executive committee, Mr. Wattles informed me that they had awarded the contract to Mr. Sharp, because it was stated that Daley was an employe of the exposition. Meantime I had notified Daley that he might go ahead with his work and I would send him written authority later. I explained this to Mr. Wattles and at once sent out to find Daley and tell him not to go any further. The next day the committee met again. I received notice from Mr. Wattles after the meeting that they had reconsidered the matter and awarded the contract to Mr. Daley. I wrote Mr. Daley an order to go ahead with the work. It was a small job, required but a short time to do it, and to go through the formality of writing and executing a regular contract seemed to me utterly unnecessary. I stated to him in this letter to go ahead with the work according to the plans and specifications to that effect, don't know just what the wording was, that his work would be subject to test in such cases. And being on the grounds much of the time the work was in progress I deemed it unnecessary to employ an inspector, but inspected the work myself. He did a first class job.

NO CONTRACT WITH DALEY.

The statement, as you will find in my written answer there, that the statement that the contract was let without plans and specifications is not true. Now, the reason that there was no bond or contract required is, first, the smallness of the job; next, that Mr. Daley asked for no obligation on the part of the exposition until the work was completed and accepted. It is customary in work of this kind, in small contracts or orders like that, to be treated just the same as an order or a purchase, without the red tape of a contract signed by the officers of the exposition just the same as you would order a bill of goods or employ a man to do a piece of work.

Kountze—Did I understand, Mr. Geraldine, that this contract was let to Mr. Daley under instructions from the committee?

Geraldine—Yes, sir.

Kountze—And that what was omitted in Mr. Daley's case was the executing of a formal contract?

Geraldine—Yes, sir.

Kountze—But that the work was done according to the specifications and after the completion the work was accepted in a formal way and paid for?

Geraldine—Yes, sir, it was accepted in a formal way and paid for formally.

Kountze—It might be inferred from this that Mr. Daley was employed by the association at a higher price per day than was customary to be paid for that class of work by the city.

Geraldine—That is incorrect. When Mr. Daley was employed on the sewer, in the construction of the sewer, he was paid $5 pr day; $3 of that was for personal services and $2 for the use of the tools used by all the men in handling the pipe, and a horse and wagon.

Kountze—Then the fact would be that, notwithstanding that Mr. Daley appeared on the pay roll for $5 a day, that he was receiving for his personal services $3?

Geraldine—Yes.

Kountze—Was that known to the committee?

Geraldine—Yes, sir. It was known to the committee. It appeared on the pay roll, Mr. Daley, tools, etc., $5 per day. I explained that to you myself, Mr. Rosewater. You have forgotten it.

Reed—It was explained to me.

Kountze—Mr. Rosewater charges finally that Daley was employed at $4 per day after this sewer work was done, as inspector, and he charges that by implication, perhaps, not directly, that instead of acting as inspector he was employing his time in raking up shavings from the bottom of the lagoon.

Rosewater—Employing his time for the benefit of the contractor. That is about the substance of it.

Kountze—What is there of that, Mr. Geraldine?

Geraldine—That is untrue. Some one has been misleading you, Mr. Rosewater.

Rosewater—I had it from two or three people who saw it.

Geraldine—This is a matter on which I am fully posted. I am competent to reply.

Kountze—Did Mr. Daley during this time he was employed as superintendent on the lagoon perform that work in a manner satisfactory?

Geraldine—Yes, sir; very satisfactory. In regard to picking up of shavings, as the charge was made, when I put Mr. Daley on this work they were working three or four gangs. They were giving me a good deal of trouble to get the work done right. The head of the firm, Mr. Creedon, whom I found to be a good mechanic and well posted man in that line of work, was absent. He explained to me that he could not be on that work because he had other work and strikes on his hands. The foremen that he sent out there to do the work were incompetent, troublesome and evasive, and gave me a good deal of trouble. For this reason I was very glad to get the services of Mr. Daley for the few days that remained, because I could depend upon him to see that the work done was all right. I was on the work out there every day. I remember the contention. Mr. Daley was disputing as I drove along the side of the canal, was disputing with Mr. Creedon, ordering him to clean up the shavings and stuff out of the bottom of the lagoon at the east end, and complained to me that the contractor did not carry out orders; that he had just had trouble with one of his foremen, whom he claimed had not done his work right, and the foreman had called him a liar. He demanded the dismissal of that man, which the contractor refused to comply with. I looked into the matter. Mr. Creedon came up to the buggy and said if there was anything of the kind that was wrong he wished to make it right, and if this man had been insolent to the inspector he would discharge him. But this matter in the bottom of the lagoon Mr. Daley referred to was the pile heads cut off by our own men, for which he was not responsible. It was a very small matter and Mr. Daley said if that was the case he would throw them out himself, which he did.

Rosewater: I don't regard that as the main part of it. I simply show that the men out there are doing a good deal more play than work.

Malt-Nutrine is the only really great Extract of Malt offered on the market, all other so-called extracts being nothing better than strong black beer with a large percentage of alcohol and a very small one of extractive matter. Such extracts should not be given or recommended to convalescents or strength-seeking people, since their merits are all on the label and not in the bottle.

Attractions for the Horse Show.

CHICAGO, Oct. 15.—After negotiations carried on at Washington through L. Z. Leiter, representing the committee of the Chicago horse show, a permit has been obtained from the secretary of war permitting the United States Marine band to give concerts at the Chicago horse show November 1 to 6. Another feature that has been made from the coming exhibition is the hunting contests, which will give a daily reproduction of actual hunts within the arena. There will be live foxes, packs of hounds from the best kennels and hunting clubs in the United States, the horses to be ridden by members of the clubs. These will be arranged specially with brush barriers, water jumps and fences. P. F. Collier of New York has entered his entire stable of hunters and pack of hounds from Monmouth. Adam Beck and other members of the London Hunting club of Ontario, and W. Hendrie of the Hamilton Hunting club, Ontario, have entered sixteen qualified hunters with hounds. Among the members of the Hamilton club who will ride in the hunts are three women.

Mob Destroys a Fine Vineyard.

LITTLE ROCK, Ark., Oct. 15.—A letter from a prominent citizen of Warren says: One of the largest and most valuable vineyards in Bradley county has just been destroyed by a mob of enraged citizens. For several years a beautiful vineyard has been growing about eight miles south of Warren, the product of which has been converted into native wines. It is alleged that the sale of the beverage has led to much drunkenness among men and boys. Neighborhood gatherings have been disturbed and orgies became of common occurrence. A meeting of citizens was held at Farmersville, at which it was resolved that the vineyard was the primary cause of the disorders and the citizens proceeded in a body to the vineyard and destroyed it.

"Nothing but Health in Londonderry."

For more than a hundred years, the pure, sparkling, and invigorating

Londonderry Lithia Water

has been famous; but for the past ten years it has unquestionably taken first place in this country, not only as a table water, but as a remedial agent, for Gout, Rheumatism, Dyspepsia, and kindred troubles.

It possesses a peculiar power, found in no other water, to dissolve and expel Uric Acid, that poisonous product of high living.

Notwithstanding the advance in price of foreign waters, the prices on Londonderry remain the same.

Prescribed by Leading Physicians all over the land.

Sold by all dealers in Mineral Waters, and in every hotel and club in America.

Overstuffed on Overstuffed Parlor Furniture

Prices Cut a Fourth to a Half for One Day Only.

Saturday is the last chance you will have to buy this elegant furniture at these prices—for all that remains unsold at 10 o'clock Saturday night will go back in stock and will not be sold at less than the regular prices.

A divan upholstered in silk tapestry, price $18.50, this week, $9.25.

3-piece suit upholstered in silk brocatelle, extra large size, all overstuffed, price of the suit $76.00, this week, $38.00.

A large arm parlor chair, upholstered in silk brocatelle, price $20.00, this week $10.00.

Elegant 3-piece parlor suit, solid mahogany frame, silk damask, upholstered, handsomely hand carved, a beautiful suit, price $73.50, this week, $49.00.

3-piece solid mahogany, silk damask upholstery, beautifully hand carved, thoroughly up-to-date, price $71.00, this week, $39.00.

An elegant solid mahogany frame, inlaid marquetry back on paneled veneer, beautifully upholstered, 3-piece, arm chair, settee and small chair, price $70, this week, $46.50.

Very fine solid mahogany frame, inlaid lines, two pieces, upholstered in silk damask, price $82.50, this week, $54.00.

Solid mahogany, hand carved window seat, one of our finest decorative pieces, price $36.00, this week, $24.00.

2-piece solid mahogany, settee and arm chair, price $66.00, this week, $33.

Orchard & Wilhelm Carpet Co.,

1414-1416-1418 Douglas St.

NOT ENTITLED TO THE NAME

Four Judges Decide Against the Middle-of-the-Road Populists.

BALLOT, HOWEVER, IS ALREADY CERTIFIED

Secretary of State May Recall Certification and Issue New Ballot—Otherwise it is Said Election Will Be Void.

DES MOINES, Oct. 15.—(Special Telegram.)—The four judges of the Polk county district court today united in a ruling that the action of the state election board in giving the holting populist ticket a place on the official ballot under the populist party heading was illegal and in ordering Secretary of State Dobson not to certify the ballot with the middle-of-the-road populist ticket to the county auditor's of the state.

Secretary Dobson has already certified the ballot as made up by the election board and if he does not recall the certification and issue a new ballot and the Polk county decision is sustained by the supreme court, attorneys unite in declaring that the coming state election will be invalid.

When the regularly called populist state convention decided to make the same state nominations as had been made by the democrats and free silver republican conventions a small number of delegates bolted the convention and nominated a middle-of-the-road ticket. A protest was entered against the middle-of-the-road ticket on the ground that it was not entitled to the name populist. The state election board, composed of republicans, rejected the protest and accepted the ticket. The matter was taken to the Polk county district court on a writ of certiorari issued by Judge Spurrier. After delays due to technical points as to procedure, the matter was decided today by the four district judges, who united in declaring that the bolters are not entitled to the name "populist." Judge Spurrier is a silver republican, but the three judges who united with him in the decision, are republicans. Secretary of State Dobson has until Monday to certify the official ballots to the county auditors. He stated tonight that he had already certified the ballots, and did not know what further action he would take. A. W. C. Weeks announced that the middle-of-the-road people would appeal.

GLUCOSE PLANT TO BE ENLARGED.

Trust Will Operate Marshalltown Factory at Full Capacity.

MARSHALLTOWN, Ia., Oct. 15.—The Glucose trust has purchased the factory of the Firmenich Manufacturing company at this place. It is given out that the capacity of the plant is to be doubled at once, or as soon as the necessary changes can be made. The Glucose Sugar Refining company will expend from $100,000 to $150,000 in cash for improvements on the local plant; new machinery will be added and the plant remodeled entire; an electric light plant will be one of the features; the use of city water will be done away with entirely and more deep wells will be bored to furnish a pure and sparkling quality of water; the use of Linn creek water for cooling purposes will be discontinued, and last, but not least, the refuse will be taken care of at the factory and nothing but pure water will be turned into the sewer and creek, thus doing away with a condition that has been a great source of complaint by the people of the eastern part of the city and by the people of Tama county.

General Superintendent Gaunt said today: "We are going to remodel the entire plant and double its whole capacity. This will involve an expenditure of from $100,000 to $150,000, probably the latter sum. Several small additions in the way of buildings will be added, but the plant is now nearly large enough and by rearranging some of the present machinery and putting in new we will have plenty of room. We will grind between 15,000 and 16,000 bushels of corn daily, where now but between 7,000 and 8,000 bushels are manufactured."

Iowa Man Commits Suicide.

KEOKUK, Ia., Oct. 15.—Sylvester L. Metz of Argyle committed suicide today by shooting himself through the head. No cause for the deed is assigned.

Falls Down a Coal Shaft.

DES MOINES, Oct. 15.—(Special Telegram.) Andrew Kron, a shaft builder in the Eureka coal mine, was killed while replacing a burned out shaft. He fell eighty-five feet down the shaft with a cave-in, striking beams every few feet. The caved in earth buried him under five feet of rubbish, and when he was dug out there was scarcely a bone in his body that was not broken.

MRS. A. BALLARD FOR PRESIDENT.

Iowa Woman Suffragists Elect Officers for the Coming Year.

DES MOINES, Oct. 15.—(Special Telegram.)—The convention of the State Equal Suffrage association closed its three days' session in this city today. It was decided to establish state headquarters in Des Moines, in charge of the coresponding secretary, for the purpose of carrying on an active fight before the legislature this winter in behalf of an amendment to the constitution containing a suffrage plank.

The following officers were elected: President, Mrs. Adelaide Ballard of Hull; vice president, Mrs. Julia Hallam of Sioux City; corresponding secretary, Martha C. Callanan, Des Moines; recording secretary, Katherine M. Pierce, Des Moines; treasurer, Anna H. Ankeny, Des Moines; chairman of executive committee, Mrs. M. J. Coggeshall, Des Moines; auditors, Mrs. Dr. Peck, Davenport, and Mrs. G. W. E. Hill, Des Moines; member national executive committee, Mrs. Margaret Campbell, Des Moines.

The following county presidents were elected as members of the executive committee: Mrs. E. Beldon, Sioux City; Mrs. Davenport; Mrs. Harriet Jenks, Jessup; Mrs. Hamilton of Harrison county, and Mrs. S. W. Whitney, Waterloo.

This evening a mock session of the Iowa legislature was held at the Young Men's Christian association auditorium.

Fraternal Insurance Not Assignable.

DES MOINES, Oct. 15.—The supreme court decided today that certificates in fraternal insurance orders like the Ancient Order of United Workmen cannot be assigned. A case was taken up from the Polk district court by Mrs. C. D. Crocker in an action against Mrs. Annie Hogan, the beneficiary named in the certificate. She joined her husband in the assignment.

Iowa News Notes.

Cedar Falls is to have an electric street car line.

The Fortieth Iowa Volunteer Infantry is holding a reunion at Newton.

The people of Albia are agitating the advisability of constructing a system of water works.

Thursday was cleaning up day at Ottumwa and a large number of men and teams were put to work removing the accumulated dirt from the pavements.

Late Wednesday night the jury in the case of Theodore Ricke of Alden, who had been indicted for assault with intent to commit murder, brought in a verdict of assault and battery only.

The Hastings Progress club met at Mrs. L. K. Mason's to reorganize and decide on work for the coming year. Mrs. Mason was chosen president, and Mrs. Whitnall, secretary. It was decided to take up literature, and start with Longfellow for the first.

The little city of Coalfield, near Albia, is having a diphtheria scare. There have been several deaths and many more cases are reported. The city is in a bad way for water and it is hauled from Eddyville and an allotment of five buckets each day is made to each family.

The indoor agricultural fair at Burlington closed with 3,000 people in attendance. The fair was a novelty, being held entirely indoors in the big Coliseum, which seats 10,000 people. The attendance has been phenomenal and the promo