

SUIT CHARGES FEES OF FIRM WERE ILLEGAL

(Continued From Page One.)

and the majority members over the legality of the contracts, and the whole affair had become an issue in the school board campaign last fall.

Later Snider & Rotz were re-employed to act as engineers temporarily, and this arrangement is still in effect.

The suit, which is filed in the name of the school city, was prepared by Mr. Lesh, on certification of Governor Warren T. McCray of the findings of the State board of accounts in the matter. Incidentally, the findings of the State board of accounts were based almost wholly on reports of Walter J. Twinn, field examiner of the board, who, it is generally believed, will be elected to succeed Ralph W. Dougherty as business director for the board of school commissioners at its special meeting tonight.

COMPLAINT IN FOUR PARAGRAPHS.

The complaint is in four paragraphs. In brief, the first paragraph charges that the firm of Snider & Rotz, under its contract as engineers, performed duties which, according to law, should have been performed by the superintendent of buildings and grounds of the school board. For these services the firm received \$5,015.70.

Judgment of \$9,000 is asked in this count.

The second paragraph charges \$13,728.42 was paid illegally to L. A. Snider as building advisor. He was not entitled to this amount, it is alleged, because of conflict of interests arising between Snider as an employee of the board in the capacity of building advisor, and Snider as a member of the firm of Snider & Rotz. Damages of \$14,000 are asked.

In the third paragraph it is alleged the Snider & Rotz contract became invalid on the signing of the Snider contract, March 2, 1920, because this contract permitted Snider to pass upon and approve for payment bills of Snider & Rotz, thus creating a conflict of interest. It is stated \$37,125.51 was paid illegally to Snider & Rotz in this manner. Judgment of \$40,000 is asked.

REPAYMENT IS DEMANDED.

Repayment of \$1,431 alleged to have been paid Snider & Rotz for the preparation of unsatisfactory plans for the first unit of Arsenal Technical High School, is asked in the fourth and last count. It is stated the plans in question were discarded and the unit built according to other plans.

In the first paragraph of the complaint in referring to Snider & Rotz contract it is stated:

"That said contract attempted to impose upon defendant the duties which by statute are imposed upon the superintendent of buildings and grounds, to wit: supervision of all heating, ventilation, plumbing and drainage of all school buildings, either in use or construction or to be hereafter erected. That said contract on account of the fact that it imposed the legal duties of the superintendent of buildings and grounds upon the defendants was ultra vires, illegal and void."

"That these defendants have been paid for said services rendered pursuant to the provisions of said illegal and void contract the sum of (\$5,015.70) eight thousand six hundred fifteen and 70/100 dollars which sums they still retain for their own use."

The second paragraph goes into the matter of the dual relationship of Snider as advisor for the board and as a member of the firm of Snider & Rotz. After setting out the board had under way a building program to cost about \$2,000,000 and reciting the text of the contracts the complaint says:

"That the construction work mentioned in the contract of March 2, 1920, which under the provisions thereof defendant Snider obligated himself to advise the school commissioners as to the necessity and need of is part of the same work which defendant Snider, as a member of the partnership of Snider & Rotz, received compensation for under the terms of the contract of Feb. 27, 1919."

"That the firm of Snider & Rotz, on

account of the relationship created by the contract of Feb. 27, 1919, would benefit by any increase in the amount of school construction work carried on by the school city and the said defendant, L. A. Snider, as agent of the school city, and as a member of the firm of Snider & Rotz, would benefit by any increase in the amount of construction work carried on."

"That said contract between Defendant Snider and the Board of School Commissioners of the city of Indianapolis, Ind., the second day of March, 1920, on account of said conflict of interests was illegal, against public policy and void."

"That this defendant has been paid for services rendered pursuant to the provisions of said illegal and void contract the sum of \$13,728.42, which sum he still retains for his own use."

"That the plaintiff before the commencement of this action demanded of the defendant, L. A. Snider, the repayment and return of said sum received by him by virtue of said contract, which defendant has refused, and has not either repaid, or since said demand paid the same or any part thereof."

"That said amount paid to the defendant as aforesaid, amounting to \$13,728.42, is now due and unpaid."

HOW CONTRACT BECAME INVALID.

The third paragraph takes up the argument that the Snider & Rotz contract became invalid with the signing of the contract with Snider to act as building advisor. It is stated:

"That said contract of March 2, 1920, made it possible for defendant L. A. Snider, as professional advisor, to pass on the bills of Snider & Rotz for services performed under the contract of Feb. 27, 1919, as consulting engineers, and created a conflict of interests between the services rendered by said Snider in such dual capacity, that said defendant Snider, as professional advisor, did pass upon and approve all bills relating to building construction, including the invoices and statements of Snider & Rotz, as consulting engineers, and L. A. Snider, as building advisor."

"That, on account of the conflict of interests resulting from the said contracts said defendant Snider & Rotz, were disqualified to prepare plans and specifications, or to act as consulting engineers, and L. A. Snider, as building advisor, was disqualified to pass upon and approve bills of Snider & Rotz, thus creating a conflict of interest."

"That these defendants have been paid for services rendered since March 2, 1920, pursuant to the provisions of said illegal and void contract the sum of \$37,125.51, which sum they still retain for their own use."

"That the plaintiff, before the commencement of this action, demanded of the defendants the repayment and return of said sum received by them by virtue of said contract, which defendants have refused, and have not, either before or since said demand, paid the same or any part thereof."

"That said amount paid to the defendants as aforesaid, amounting to \$37,125.51, is now due and unpaid."

The fourth paragraph deals with the payment of \$1,431 for the alleged unsatisfactory plans for the first unit of Arsenal Technical High School. It reads:

"Plaintiff avers that in the year 1919 and during the period covered by said contract the defendants prepared plans and specifications for certain work

connection with the first unit of the Arsenal Technical School.

PLANS DECLARED UNSATISFACTORY.

"That said plans were not satisfactory and no contract was ever let for the work set forth in said plans and specifications but that said plans were afterwards changed and revised and that a contract was let for the work on the altered and revised plans. That notwithstanding the fact that said work was covered by the provisions of said written contract, and notwithstanding the fact that said written contract provided that no pay should be received by defendants for plans and specifications upon which no contract was let, the defendants submitted a bill to the school commissioners for \$1,431 for their services in preparing said plans and specifications upon which contracts were never let and on Jan. 27, 1920, said sum of \$1,431 was paid to these defendants which sum they still retain for their own use. That said payment was in violation of the terms of said contract and wholly without right."

"That the plaintiff before the commencement of this action demanded of the defendants the repayment and return of said sum received by them by virtue of said contract, which defendants have refused, and have not, either before or since said demand, paid the sum or any part thereof."

"That said amount, paid to the defendants, amounting to \$1,431, is now due and unpaid."

Widow Weds Convict; Loses Her Position

JEFFERSON CITY, Mo., Jan. 18.—Mrs. Mayne Wadley, a widow, and deputy clerk in the United States District Court here, who married Frank Jandro, convict at the State penitentiary, has been asked to resign by E. R. Durham, clerk.

Jandro is a trusty at the prison and was allowed to drive one of the officials' automobiles. He wooed and won Mrs. Wadley. They eloped to California, Mo., and were married.

Mrs. Wadley said Jandro posed as a government official and she did not know he was a convict.

"DIRTY LOOK" NOT OFFENSIVE. ST. PAUL, Jan. 18.—"Dirty looks" do not justify arrest. This was the opinion of police today who held two National Guardsmen for attempting to arrest last night who gave them "dirty looks."

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FOLLOWS PLAN OF FRANKLIN

Library Provides for Thrift Week Observance.

The Indianapolis Public Library is following close on the footsteps of Ben Franklin, founder of the first circulating library in America, in the observance of thrift week, Jan. 17-23, 1922. Everything to make the science of thrift easier for the reading public is available in the form of lists and pamphlets for free distribution and in the collection of books on the subject of thrift which are being displayed at Central Library and all its branches.

Foremost among the printed lists is one by Ruth G. Nichols, librarian of the Federal Reserve Bank of Chicago, which gives a large number of books and pamphlets on the subject of thrift. Another pamphlet of distinct value to teachers which is published by the United States Treasury Department and which may be obtained in the children's room, the schools division or the teachers' special library is an "Outline for Teaching Thrift in the Public Schools."

In addition to the printed lists the library is recommending the following books as especially valuable to persons interested in the subject of thrift from the standpoint of their own personal expenditures:

"Successful Family Life on a Moderate Income" by Abel.

"Thrift in the Household," by Hughes.

"Household Budget," by Leeds.

"Sponsoring the Family Income," by Donham.

In the circulation department at Central Library also may be seen a collection of thrift posters lent by the Commercial National Bank, effectively displayed along the railing back of the loan desk.

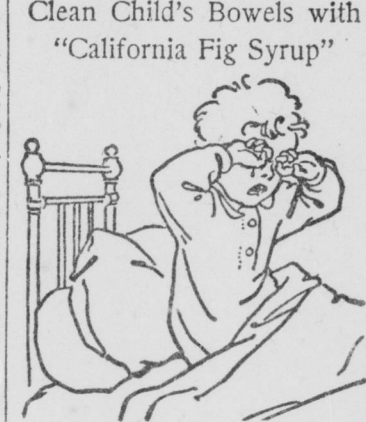
Co-eds 'Brighter' Than Males at Purdue

LAFAYETTE, Ind., Jan. 18.—Collectively Purdue University's 300 co-eds are "brighter" than the 2,500 male students

of the institution, according to a report of the university registrar, covering the semester just closed. The average grade of all students was 81.26 per cent. The co-eds rating 82.77 against 81.07 for the men. On the other hand the Agathon, men's fraternity, had an average of 87.11 compared with 85.08 for the Kappa Kappa Gamma Sorority, which had the highest intellectual average for women's groups.

MOTHER!

Clean Child's Bowels with "California Fig Syrup"



Even a sick child loves the "fruity" taste of "California Fig Syrup." If the little tongue is coated, or if your child is listless, cross, feverish, full of cold, or has colic, give a teaspoonful to cleanse the liver and bowels. In a few hours you can see for yourself how thoroughly it works all the constipation poison, sour bile and waste out of the bowels, and you have a well, playful child again. Millions of mothers keep "California Fig Syrup" handy. They know a teaspoonful today saves a sick child tomorrow. Ask your druggist for genuine "California Fig Syrup" which has directions for babies and children of all ages printed on bottle. Mother! You must say "California" or you may get imitation fig syrup.—Advertisement.

TRAUGOTT BROTHERS' FAIR STORE

311-321 W. Washington St.

Fortune Smiles Fine Silk Plush Coats

Go for Just

\$10



Be sure that you come down early tomorrow! and the earlier the better—this is a ONE DAY sale—and such Coats for TEN DOLLARS are sure to go early.

You'll find coats with collars of Karama, fur or self-trimmed.

Sport styles; three-quarter styles; full length styles; sizes 16 to 44.

Remember! the price is just for tomorrow—and the price is quite worth while.

Special Reduction Sale of Fur COATS

FUR TRIMMED BAY SEAL COAT—Full length style; with deep collar of luxurious Squirrel. \$200 value. Price.....\$98

FRENCH CONEY COAT SAMPLE Coats, chic sport lengths, shawl collar, deep cuffs. A Rare value for.....\$24.75

\$125 MARMOT COAT Very smart models of extra fine Northern Marmot Fur. Made in attractive style with beautiful lining.....\$65

\$150 RUSSIAN KOLINSKY STOLE \$59.50

A Dress Sale!

At \$8

The sort of values that are making our Dress Section so Popular—with thrifty women and girls—\$25 Sample Dresses—

Very Fine Tricotines Smart Satins
Poiret Twills Snappy Broadcloths
Chic Spring Taffetas

A world of them! Every color—Navy blue, brown, reindeer and Sorrento. The greatest bargains imaginable at only EIGHT DOLLARS.

Wool Serge Dresses Just a limited number of Wool Serge Dresses, embroidered or braided trimmed; navy blue only. Splendid dresses for general all round wear. Sizes 16 to 44. Choose from them Thursday only \$1.98

3 Good Items for Stout Women DRESSES of French Serge; very stylish models; made exactly right to fit the women requiring sizes up to 56. Trimmed or plain tailored styles; regular \$20 values. Extra special at.....\$10

SEAL PLUSH COATS—Stout women's handsome Coats made of extra fine quality Seal Plush; full length or three-quarter style. Deep shawl collars, bell shape cuffs.....\$17.50

\$7.50 SKIRTS—Velour skirts; good models for stout women.....\$3.98

The 50¢ Column

2 Pks. Bloomers Knit Bloomers for women, pink only; cut generously full, reinforced for wear. Elastic knee and waist-line.....50c

Undermuslins Night-Gowns, envelope chemise, bloomers, well made garments, lace or embroidered trim.....50c

4 Pks. Stockings Children's ribbed stockings, extra nice quality; black or brown. Reinforced for wear.....50c

Boys' Blouses Blouses made of dark chambray, collar attached styles; soft cuffs. An extra good value for.....50c

Tie-Back Aprons Women's dark percale Aprons, slip-over style with sash backs; neatly made with pockets.....50c

2 Pks. Bloomers Children's black sateen Bloomers, elastic waist and knee; good grade of sateen.....50c

2 Aprons Girl's cunning little Aprons; made of chambray in pink, rose, blue, etc., Polly Prim style.....50c

Women's Gloves Chamoisette Gloves in 2-clasp styles; reinforced fingers; the popular shades, and all sizes.....50c

Lisle Hose, 3 Pairs Women's 3-pair grade of Lisle Hose, fine quality; reinforced at wearing points; regular 25c values.....50c

Union Suits Women's Union Suits in pink or white; knee length styles; splendid for this kind of weather.....50c

2 Infants' Vests Infants' Vests in popular fold-over style; very neatly made and nicely finished, 2 for.....50c

Brassieres Women's white brassieres, embroidery trimmed; sizes up to 50 are included at this special price.....50c

Drawers Women's muslin Drawers, neatly made and trimmed; regular and extra sizes.....50c

Work Shirts Men's nice quality blue chambray work shirts; collar attached and made with one pocket. Sizes 14½ to 17.....50c

6 Pks. Gloves Canvas Gloves, gauntlet style and knit wrists. Just right for the man who does outdoor work.....50c

6 Pks. Men's Socks Every-day socks, several colors to choose from; all good quality and reinforced to give extra wear.....50c

2 Boys' Caps Just a limited number of boys' caps, made of good material; popular styles.....50c

Savings for Mothers

\$15 Girls' Coats, \$5.00

All-wool Coats, stylish, youthful models. Belted and loose back styles; sizes 2 to 14 years.

\$5 Skirts, \$2.98 All-wool Serge Skirts; made in stylish plaid styles. Sizes up to 30 waist band.

We Believe in Indianapolis

Contracting and Building

The soundness of a community is reflected in its building activities. During the past year building permits totalling over eighteen million dollars were let in Indianapolis—three million dollars more than during the preceding year, and four times the amount of 1918.

Nearly three times as many dwellings as in the preceding year were erected in 1921, a total of 1,825 new homes as against 698. These Indianapolis homes erected in a single year are capable of housing over 8,000 people, while 44 new apartments with a capacity of approximately 800 more, give the city at the start of 1922 added housing facilities about equal to that of the entire population of such towns as Bedford and Brazil.

Fletcher American National Bank

of

INDIANAPOLIS

Capital and Surplus, \$3,000,000.



VICTOR RECORD Prices Reduced

The world's best entertainment always obtainable through a Victrola and Victor Records at a small cost, is made even less expensive by today's cut in the price of Victor Records.

Records by a vast majority of the most popular artists are affected by this cut, which means you can now buy—

Any former 85c Victor Record, now . . . 75c
Any former \$1.35 Victor Record, now \$1.25

Sealed Records—that have never been played—on sale only at Taylor's

You would not knowingly pay full price for a pair of shoes that had been worn many times.

It is just as unfair to you to pay full price for a Victor Record that had been used in a demonstrating room or sent out "on approval" to many different customers.

YOU GET ONLY NEW RECORDS AT TAYLOR'S, because every record we sell is sealed in its envelope when received from the factory, and is never played until you break the seal in your home and play it for the first time. Get full value for your money. Buy sealed records—only at Taylor's.

Hear These Late Hits—on Sale at Lower Prices:

- | | | |
|--------|--|----------------------|
| 18820 | Wabash Blues | Benson Orchestra |
| 75c | Tuck Me to Sleep | Lenson Orchestra |
| 18833 | June Moon | Benson Orchestra |
| 75c | No One's Fool | Benson Orchestra |
| 18831 | The Sheik | Club Royal Orchestra |
| 75c | Dapper Dan | Club Royal Orchestra |
| 18826 | Everybody Step | Whiteman's Orchestra |
| 75c | Ka-Lu-A | Whiteman's Orchestra |
| 35706 | Lady Billy | Smith's Orchestra |
| \$1.25 | Sally | Smith's Orchestra |
| 35704 | Snap Your Fingers | Whiteman's Orchestra |
| \$1.25 | Caresses | Whiteman's Orchestra |
| 18830 | Ten Little Fingers and Ten Little Toes | Murray and Smalle |
| 75c | When Frances Dances With Me | Ada Jones and Murray |
| 18832 | I Want My Mammy | Peerless Quartette |
| 75c | Mandy N' Me | American Quartette |
| 18795 | We Got the Joys | Stanley |
| 75c | Strut Miss Lizzie | American Quartette |
| 18805 | When the Honeymoon Was Over | Henry Burr |
| 75c | Jealous of You | Robyn |



Superior Record Service

In our conveniently located Victrola Department, just a few steps inside our front doors, you will find a record service that is different.

You will find our corps of courteous salespeople always ready to serve you quickly and pleasantly—to offer suggestions if you are in doubt—and to play anything you wish to hear.

Won't you step in when passing and let them play the latest numbers for you