

**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's budget, it fell to Snider & Rotz to be 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, based on the tally on records of Walter J. Thimmins, field examiner of the board, who, it is generally believed, will be elected to succeed Ralph W. Douglass 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 \$8,057.60.

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

The second paragraph charges \$15,728.42 was paid 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. It is also charged that 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 \$9,000 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 cause. It is stated the plans in question were discarded by the unit audit according to other plans?

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

That said defendant attempted to impose upon defendant the sum which by statute are imposed upon the superintendent of building and grounds, for supervision of all heating, ventilation, power, water, gas, and other services of buildings, either in use or course of erection or to be hereafter erected. That said contract on account of the fact that in the first place, the sum of the superintendent of buildings and grounds upon which the defendants was ultra vires illegal and void.

REFUSED PAYMENT.

That the plaintiff, before the commencement of this action, demanded of the defendants the re-payment 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 defendant's 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 year 1920, he caused the defendants to prepare plans and specifications for certain work in

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

account of the relationship created by the contract of March 2, 1920, that there was 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, as a result of the fact that 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, on the second day of March, 1920, on account of said conflict of interests, was illegal, against public policy and violated the law of the land.

That said defendant has been paid the services rendered pursuant to the provisions of said illegal and void contract the sum of \$15,728.42, which sum he still retains for his own use.

That the plaintiff before the commencement of this action demanded of the defendant the repayment and return of said sum received by him, above set forth, 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 defendant, 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.

That said contract of March 2, 1920, was not paid for by defendant, L. A. Snider, as professional advisor, to pass on the bills of Snider & Rotz for services performed under the contract of Feb. 27, 1920, as consulting engineers, and the conflict of interest between the services rendered by said Snider in such dual capacity. That said defendant Snider, as professional advisor, did pass on the bills of Snider & Rotz, including the involved and statements of Snider & Rotz, as consulting engineers, and L. A. Snider.

That the amount of the conflict in interests resulting from the said contracts said defendants Snider & Rotz, were disqualified to prepare plans and specifications for the first unit of engineers after March 2, 1920, the date of the contract with defendant, L. A. Snider, as professional advisor, and after said date said contract of Feb. 27, 1919 was of no effect, illegal and void.

**"ILLEGAL FEES
STILL RETAINED."**

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 which they still retain for their own use.

That the plaintiff, before the commencement of this action, demanded of the defendants the return of the 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 defendant's 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 year 1920, he caused the defendants to prepare plans and specifications for certain work in

connection with the first unit of the Arsenal Technical School.

**PLANS DECLARED
UNSATISFACTORY.**

That said plans were not satisfactory and were never let for the work set forth in said plans and specifications but that said plans were afterward changed and revised and that a contract was let for the work set forth in the revised plans. That notwithstanding the fact that said work was covered by the provisions of said work contract, and the provision of said contract, the fact that pay should be received by defendants for plans and specifications upon which no contract was made, the defendant, surprised by the school commissioners \$1,431 for their services in preparing said plans and specifications upon which contracts were made, paid to these defendants 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 sum or any part thereof.

That said amount, paid to the defendant, is now due and unpaid.

**WIDOW WEDS CONVICT;
LOSES HER POSITION**

JEFFERSON CITY, Mo., Jan. 18.—Mrs. Maynard Snider, a widow and defendant 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 wood and won Mrs. Wadley, who has shopped to California, Mo., and there 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. LOUIS, Jan. 18.—"Dirty looks" do not justify a suit. This was the opinion of police today who held two National Guardsmen at the Orpheum Theater last night who gave them "dirty looks."

**"ILLEGAL FEES
STILL RETAINED."**

That these defendants have been paid for services rendered pursuant to the provisions of said illegal and void contract, which sum they still retain for their own use.

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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. 27-31, 1922. Everything to make the selection of a gift easy 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 of the institution, according to a report of the university, registering covering the semester just closed. The average grade of all students was 81.26 per cent, the co-eds rating \$2.77 against \$1.07 for the men. On the other hand the Agathon, men's fraternity, had an average of 87.16 compared with 85.68 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.

Mother's of Indiana keep "California Fig Syrup" handy. This is a ten spoonful 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.

**Co-eds 'Brighter' Than
Males at Purdue**

Special to The Times.

LAFAYETTE, Ind., Jan. 18.—Collective Purdue University's 2,000 co-eds are "brighter" than the 2,500 male students

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.

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

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75¢	Dapper Dan	Club Royal Orchestra
18826	{ Everybody Step	Whiteman's Orchestra
75¢	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
75¢	When Frances Dances With Me	Ada Jones and Murray
18832	{ I Want My Mammy	Peerless Quartette
75¢	Mandy N' Me	American Quartette
18799	{ We Got the Joys	Stanley
75¢	Strut Miss Lizzie	American Quartette
18805	{ When the Honeymoon Was Over	Henry Burr
75¢	Jealous of You	Robyn

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