

SALOON BAR PLANT CLOSES DEPARTMENT

CHICAGO, May 22.—Five big factories of the Brunswick-Balke Colleender company, the largest manufacturers of saloon fixtures in the United States, have closed down their bar fixture departments. The men who have been working on saloon fixtures will be given employment, making talking machine cabinets, billiard and pool tables and bowling alleys.

"The day of the saloon is past, in the belief of the company's officials," explained H. F. Davenport, secretary of the company. "Also we desire to divorce the billiard room and bowling alley from the saloon as completely as possible."

Sermon Topics in City Churches

Earlham College and West Richmond Friends—Elbert Russell and Murray S. Kenworthy, pastores; Bible school at 9:00 a. m., Harrison Scott, superintendent; meeting for worship at 10:30 a. m., Elbert Russell in charge; Intermediate and Junior Christian Endeavor at 2:15 p. m.; Christian Association at 7:00 p. m., Earlham Hall; Fellowship Group at 7:00 p. m., meeting with Mr. and Mrs. Elbert Russell, 610 National road; Ladies Aid Tuesday afternoon; prayer meeting, Thursday, 7:30 p. m.

First Baptist—North Eleventh, near Main street, W. O. Stovall, pastor; J. Will Ferguson, superintendent; "Welcoming Day" for all the people of Baptist preferences in the city; worship with preaching by the pastor, subjects 10:40 a. m., "The Real in Religion"; 7:30 p. m., "Staying Away From Christ"; Sunday school, 9:15 a. m.; Young People's Meeting, 6:45 p. m.; kindergarten where small children are cared for while parents attend morning worship.

First Church of Christ, Scientist—North A, between Fourteenth and Fifteenth streets; subject, "Soul and Body"; Sunday school at 9:00 a. m.; services at 10:30 a. m.; Wednesday evening testimony meeting at 7:45; public cordially invited; reading room, located in south end of church edifice, open daily except Sundays and legal holidays from 1 to 5 p. m.

United Brethren—Eleventh and North B streets, H. S. James, pastor; Bible school at 9:20 a. m., W. L. Eu-
bank, superintendent; preaching at 10:30 and 7:30 by Rev. J. E. Shannon of Marion, Ind.; conference superintendent; Dr. Shannon will also give a short address to the Bible school as a part of the Visitor's Day program which both Sunday school and church observe. Sunday, Christian Endeavor meets at 6:30; Miss Ruth James, leader; Special music at all services.

First Methodist Episcopal—Corner Main and South Fourteenth streets; Harry Curtis Harman, minister; Sunday school at 9:15 a. m., Delmont S. Brown, superintendent; preaching by the minister at 10:30; 6:30 p. m.; Epworth League devotional service at 6:30 p. m.; topic, "Are Children in Our City Getting a Fair Chance"; leader, Mr. Harold Brown; preaching by the minister at 7:30 p. m.

Second English Lutheran—Northwest Third and Pearl streets, C. Raymond Isley, pastor; Sunday school at 9:00 a. m.; morning worship 10:30 a. m.; evening worship, 7:30 p. m.; week-day prayer service, Wednesday, 7:30 p. m.

Second Presbyterian Church—Bible school at 9:15; morning worship, with reception of new members at 10:30; Junior C. E. at 1:30; Miss Ruth Bradley, superintendent; Senior C. E. at 3:30; Elmer Hale, president; popular service at 7:30, subject, "The Face of the Church"; music by the Junior choir; Prof. Woods, director; Elmer E. Davis, minister.

Whitewater Friends Church—Corner North G and Tenth streets, O. E. Chancet, pastor; Bible school, 9 o'clock; George Graham, superintendent; hour for worship, 10:30; "Brotherhood of Man"; Christian Endeavor, 6:20; evening service, "The Great Search"; prayer meeting Thursday at 7:30.

First English Lutheran—Corner Eleventh and South A streets, E. G. Howard, pastor; Sunday school at 9 a. m., E. B. Knoell, superintendent; special "Father's Day" exercises with an address by Prof. F. G. Pickell and solo by Frank Braffett; morning worship at 10:30; A Whitsunday sermon by the pastor; Luther League meeting at 6:45 p. m.; evening worship at 7:30, sermon, "The Call of the Spirit"; special music by the Senior choir with mixed quartette. All are welcome.

Fairview Methodist Episcopal—Corner of Charles and Hunt streets; Sunday school, 9:30 a. m.; S. A. McDonald, superintendent; public worship, 10:30 a. m.; Epworth League, 6:30 p. m.; Memorial service, 7:30 p. m.; morning theme, "Thorny Ground Bearers"; evening, "The Heroic in Life"; special music, J. P. Chamness, minister.

St. Paul's Evangelical Lutheran—C. Huber, pastor; Sunday school at 9:00; George C. Bartel, superintendent; German services at 10:30, followed by the holy communion in German; English services at 7:30; at this service there will be the reception of members and the holy communion in English.

Grace Methodist Episcopal—Corner North Tenth and North A streets, J. S. Hinckle, pastor; Bible school, 9:20; Persey Smith and Lewis Campbell, superintendents; morning worship, 10:30; memorial service, Sol Meredith Post, S. A. R. ladies of the G. A. R. and Relief Corps and Sons of Veterans will attend; sermon subject, "Our Departed Heroes' Message"; appropriate music; Epworth League, 6:30; class meeting, 6:45; evening worship, 7:30, subject, "The Open Books."

St. Paul's Episcopal—Eight and North A streets, Rev. J. S. Lightbourne, rector; Holy communion every Sunday at 7:30 a. m., also on the first Sunday of each month at 10:30; morning prayer and sermon at 10:30; evening prayer and sermon at 5; "Saints" days, holy communion at 9:30; other days by appointment.

South Eighth Street Friends—Francis C. Ansoncote, pastor; Bible school, 9:10; John H. Johnson, superintendent; meeting for worship, 10:30; Christian Endeavor Society, 6:30;

MRS. WOODS TO MOTOR TO THE WEST COAST



Text of Bond's Statement on Plan To Buy Light Plant of R. H. L. & P.

To the Public Service Corporation Committee of the Commercial Club: Gentlemen:

Your communication to the Mayor and Board of Works under date of the 17th inst. was referred to the special committee appointed by the Mayor to consider matters relating to the proper solution of the electrical situation in this city, and the same has been duly considered and I have been requested to make reply thereto, which is, also, a statement to the public.

A reasonably full discussion of the main question involved together with such incidental propositions as naturally cluster around the same, must necessarily be rather long, and then many pertinent things will be left unsaid.

Permit me at the beginning to assure you that we, who are acting for the City, have absolutely nothing to conceal, and are willing at all times to give to you, and to all other citizens of this city, full information.

Your communication contains the information that upon your invitation Mr. Tripp, Vice-President of and Mr. Oiney, general counsel for the United Gas and Electric company with headquarters in the city of New York, and the real party in interest in this present controversy, together with Mr. Wilfred Jessup, local attorney for, and Nimrod Johnson, manager of the Richmond Light, Heat and Power Company, met with you on the evening of the 15th inst., and that Mr. Tripp "casually" remarked that the City was now irrevocably committed to the purchase. It seems rather strange that such a remark coming from such a source, ostensibly made casually, but which might have been cunningly planned, should have produced such a panic, as is indicated, in so conservative a committee. And from your communication, as well as from newspaper publications since made, we are informed that all of Mr. Tripp's associates assented to his casual remark.

When did Mr. Jessup change his opinion? Was it after he had consulted with Tripp and Oiney? On the afternoon of the 12th inst., he and I argued legal questions before the Wayne Circuit Court in the suit brought by the City to enjoin the privately owned light plant, and, one of the reasons he then gave as to why that plant should not be enjoined from making new additions and expensive betterments was that the City might change its mind after the price is fixed and conclude not to take the plant, or the City might not then be financially able to take it, under the law. Of course, however, it is right and proper for any person to change his opinion, if, upon further consideration he deems his former opinion erroneous.

The real question which seems to be agitating the public mind at this time may be stated as follows: Is the City "revocably bound" by the steps which it has already taken to acquire the property of the Power Company? Or stated in another way, "Has the City already PURCHASED, and nothing remains to be done except to fix the price which the City MUST pay?" Or in other words, "Has the City now, or in the future stage of this proceeding will it have, the right to abandon the same?"

I deem it useless to attempt to set forth every reason or to give the citation of every authority in support of the opinion which I entertain upon these matters, and shall, therefore, at this time deal only in general principles, all of which are supported by an abundance of authority, and shall only such authorities as are deemed necessary in order to elucidate these propositions. The law under which this proceeding before the Public Service Corporation is now pending being new and having never been before our courts for construction upon the questions involved, should be analyzed according to the usual meaning of the words therein contained and elucidated by the application of legal principles in other matters and proceedings analogous thereto.

The proceedings now instituted by the city to acquire the property of the utility named rests upon that right or power known as eminent domain, which is the right of the nation or the state or of those to whom the power has been lawfully delegated to condemn private property for public use and to appropriate the ownership and possession of such property for such use upon paying the owner just compensation to be ascertained according to law. This right is inherent in all sovereignties and exists in the state without any constitutional recognition and may be by the state delegated to municipal subdivisions thereof and to private individuals; and this right has been by our legislature, acting for the state, delegated to municipalities in certain cases and statutory procedure enacted whereby such right may be fully enforced.

It is generally recognized, however, that there must be some public necessity in order to justify the taking of private property for public purposes but the right and power to determine such necessity rests with the state itself, but may be delegated to any particular case to the party who may be granted the right to exercise this power, and the great weight of authority is that where the right of eminent domain has been delegated to a city and it has been given the authority to determine the necessity of exercising such right, that its determination that a necessity exists for exercising this power by its proper authorities and it thereupon has the right to pursue the course designated by statute.

According to those propositions, therefore, the action which the city has taken up to this time amounts to a determination that a necessity exists for acquiring this plant, and having determined that such necessity exists, which is always necessary to be done before any such proceeding is instituted, it is now proceeding as law provided, in order that it may ultimately acquire this property.

One of the rights conferred upon cities by the public service commis-

City Attorney holds city has not yet purchased the plant of the competing utility and that the city has the right now to abandon the proceedings without the consent of the utility—That the city has the right within the time allowed by the commission, after the value of the plant is fixed and the terms and conditions named, to abandon this proceeding, but in such event it would be liable for the necessary costs.

sion law, Acts 1913, page 167, etc., is as follows:

"Any municipality shall have the power, subject to the provisions of this act, to acquire by condemnation the property of any public utility," etc. This is the power which the city is now exercising.

Another provision of this act is as follows:

"Any municipality shall have the power, subject to the provisions of this act, to purchase by an agreement with any public utility any part of any plant, provided that such purchase and the terms thereof shall be approved by the commission after a hearing as provided in this act."

It seems to me that those who regard that the city has already purchased, must be considering this part of the statute. It no doubt would be true that if the city and this utility were to enter into a contract containing definite terms and conditions, which of course would include the price to be paid, and then submit the same to the commission for approval, that such a contract would become binding on both parties when the commission approved the same. But we are not proceeding in this manner, and therefore this provision can not apply. We are seeking to condemn—exercising the power of "eminent domain" as delegated to the city by the sovereign power of the state, and our rights, duties and liabilities must be measured by the statutory provisions applicable to this method of procedure.

That the city has the absolute and unqualified right to abandon the proceeding which it instituted herein, I

haven't the slightest doubt, and this opinion is supported by an unbroken line of numerous authorities, both in text books and by supreme courts.

Will any one contend, who is at all familiar with the subject, that the city would not have the right at this stage of the proceeding if it were seeking to condemn land for street, sewer or other lawful purposes, to abandon such proceedin?" Surely not. What is there, then, in this particular proceeding which places it entirely outside of the universal rule in all similar condemnation proceedings? A railroad company or other corporation invested with the power of eminent domain under the laws of this state has such right, and what reason, therefore, can be given to deny such right to a city?

The provisions of our statute confer upon counties the right to acquire real property by condemnation for certain purposes, but under well recognized authorities the county may abandon such a proceeding after the price is judicially determined, and if so it will not become liable to pay to the owner of such property the value thereof. If, however, the county consummates the transaction, it must pay the price before it gets title. These same propositions are equally applicable to the state. Although the provisions of these statutes are not exactly like the one now under consideration, yet the method of procedure is somewhat analogous.

The supreme court of Kentucky in considering this question says:

"In the majority of states the rule is that the taking is not completed until there has been payment or security of compensation, or until the condemning party has entered into possession of the land. At any time before this the company may abandon the proceedings and no payment of compensation will be necessary."

The supreme court of California, in discussing this question, uses this language:

"It is a mistake to suppose that any title comes from mere appropriation of another's property or from the taking of the legal proceeding to condemn it. . . . The right to take under the terms adjudicated accrues from the legal proceeding—the report—the confirmation—then the price becomes fixed. But no right to entry—much less of title—accrues so far. The petitioner condemning, the representative of a state, is then in a condition to be a purchaser; the other party is in a situation of a vendor making an agreement of sale on condemnation precedent, but retaining his title and possession until payment."

The report and assessment of the commissioners are only effectual to fix a price for the property for the purpose of enabling the company to take it at that price at the time or within a short period after the assessment and the confirmation of the report.

The court of appeals of the District of Columbia, in considering a similar question, says:

"The weight of authority undoubtedly is that in the absence of statutory provision, the effect of provisions for condemnation is simply to fix a price at which the party condemning can take the property sought, and that even after confirmation or judgment the purpose of taking the property may be abandoned without incurring any liability to pay the damages."

The authority in support of this proposition, cities more than fifty authorities.

Some stress, I understand, has been laid upon that portion of the public service commission law dealing the effect of surrendering a grant or franchise by a public utility and receiving in lieu thereof an indeterminate permit, and I therefore deem it proper to discuss briefly this question.

A public utility operating under an indeterminate permit is deemed to have consented to a future purchase of its property by the municipality, and it "shall thereby be deemed to have waived the right of requiring the necessity of such taking to be established by the verdict of a jury, and to have waived all other remedies and rights relative to condemnation, except such rights and remedies as are provided in this act."

The true meaning of this sentence, therefore, is as follows:

"Upon the filing of such certificate with the clerk of such municipality and payment of the compensation fixed, the exclusive use of the property taken shall vest in such municipality."

The certificate herein referred to is the one sent to the municipal council. But the payment of the compensation must be made within the time allowed, for if not paid within such time the municipality can not require it to be accepted, and it seems plain to me that the utility, after the expiration of the time allowed for payment, can refuse to accept the same. The true meaning of this sentence, therefore, is as follows:

"Upon the filing of such certificate with the clerk of such municipality and payment of the compensation fixed, within the time allowed, the exclusive use of the property taken shall vest in such municipality."

Further reasons might be given for the conclusion reached, and a more minute analysis of the various legal propositions might be made, but I do not deem it necessary to do so.

I am, therefore, of the opinion that—

First—That the city has not yet purchased this plant.

Second—That the city has the right now to abandon this proceeding without the consent of the utility.

Third—That the city has the right within the time allowed by the commission, after the value of the plant is fixed and the terms and conditions named, to abandon this proceeding, but in such event it would be liable for the necessary costs.

The matters relating to the acquisition of this plant have not been acted upon hastily, as some seem to believe; every detail has been fully considered, and every proposition relating thereto minutely analyzed, and I feel certain that the results obtained are sufficient to convince any fair and competent mind of the wisdom of the course which the city has taken.

I am unalterably in favor of the city acquiring this property. It will be the best thing that has happened to Richmond since the city built its present light plant. It will insure electrical rates at the lowest possible price, even lower than our present rates, and besides enable the city, if it so desires, to put large sums in the public treasury, and all this can be accomplished without the price, terms and conditions being first determined. To conclude that under the circumstances the city is now irrevocably bound in this matter, is contrary to the most elementary principles applicable to contracts. A city can only contract in the manner provided by statute, and it would be an exceedingly bold assertion to say that a city can make, even if it should endeavor, a valid and binding contract without the price, terms and conditions being first determined.

The American and English Encyclopedia of Law, in considering this question, says:

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The supreme court of Kansas, in considering this question, says:

"After the judgment is rendered in a case of this kind, then the railroad company may take the land or not at its option. But until it pays for the land it gets no title."

The court of appeals of the District of Columbia, in considering a similar question, says:

"The proceeding to condemn property for public use is not in the nature of a contract between the owner and the condemning party, and until the property is actually taken and compensation made or provided, the power of the condemning party is not exhausted. Accordingly, it is a rule of almost universal application that in the absence of any statutory provision showing a legislative intent to the contrary, condemnation proceedings may be discontinued by the condemning party at any time before the right of the property has become complete."

The supreme court of Illinois in discussing this question says:

"Where the company has not approached the land at the time of the trial it would be improper to render judgment for the recovery of the money or to award execution because it can not be known that the company will not enter upon the land. It is under the statute the payment of the money found by the jury and not the order of the court alone that confers the right. Although petition has been filed and damages assessed and the order of the court pronounced and entered, the money must be paid before the right to enter attaches, and until they pay the damages they have the right to abandon the location of the route thus made and adopt some other route."

The supreme court of Ohio has approved this rule.

The supreme court of Missouri in discussing the question of the right of a city to abandon a condemnation proceeding, says:

"Until the assessments for damages have been made, the amount cannot be known; and on the whole it is reasonable that after having ascertained the expense of the project the corporation should have a discretion to go on with it or not as it sees fit, it being liable in proper cases in damages for any wrongful acts injurious to the owner."

In support of this proposition the author cites many authorities from almost every state in the union and among them cases from this state.