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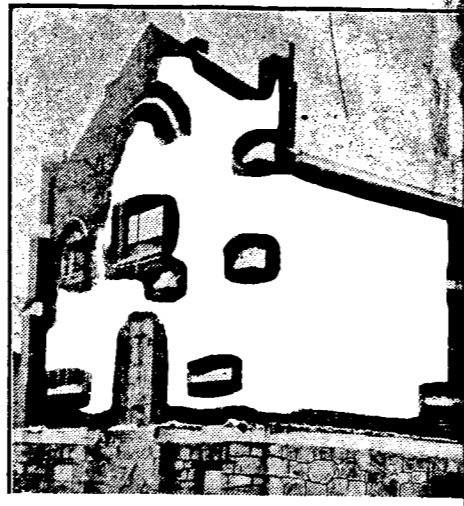
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Above is a view of the new Bnai Abraham Congregation building, which was dedicated on the day afternoon last, attended by several members of the congregation and friends.

The services were conducted by Rabbi Lefkowitz, who delivered an eloquent and impressive address upon the object of the gathering, and prayed devoutly for the time when all men should be brothers in the truest sense of the word.

Rabbi Lefkowitz was followed in a brief address by Rev. Neff, of the Presbyterian Church, who echoed the hope of that time when all creeds and all churches should be united for the common weal, and by County Superintendent of Schools Gilpin.

The new Temple is a beautiful structure, well planned and substantially built at a cost of approximately \$10,000. Much credit is due the officers of the Congregation for their earnest and efficient work, J. Mesberg being president and M. Shanedling, vice president of the Society, while Julius Shanedling, Joseph Roman, H. J. Nathanson, Samuel Lippman and J. F. Lavick were members of the committee having the construction work in charge.

NEW COUNCIL ASSUMES REINS

Appointments and Other Important Business Makes an Interesting Session.

Mayor Hawkinson's new municipal family assembled at the city hall Tuesday evening, and the interest of the populace in the proceedings of the session was evidenced by the fact that for their convenience the council was forced to adjourn to the larger quarters furnished by the district court room.

The members of the outgoing council met in regular session with all members in attendance with the exception of Aldermen McNeil and Gillmor, and previous to a motion to adjourn sine die listened to a pleasing address by President Osborn, who thanked the members for their work during the closing term and their support of all measures looking to the betterment and upbuilding of the city.

The new council was called to order by Mayor Hawkinson, the roll call showing all members present—Aldermen Kimball, Boylan, Heritage, H. O. Johnson, Staff, Weber, Moilan, E. C. A. Johnson and A. C. Osborn.

Responsive to the statement of the mayor that the first business before the body was the election of a president of the council for the ensuing two years the names of Aldermen Osborn and E. C. A. Johnson were placed in nomination, the ballot showing 5 to 4 in favor of Mr. Osborn, who again assumed the place at the head of the council which he filled with becoming credit during the past term.

The selection of a vice president was next in order, E. C. A. Johnson and Michael Boylan being placed in nomination, the former winning by a vote of 5 to 4.

Applications for the city clerkship were received from George V. Trimble, Peter Egan and Albert E. Bickford, the latter receiving the favor of the body by a vote of 5 against 4 for Mr. Trimble.

For city attorney application was made by L. M. Osborn, O. A. Poirier and Geo. F. Shea, Mr. Poirier receiving 5 votes and Mr. Shea 4.

Mayor Hawkinson submitted his list of committees for the years 1910-11, which were duly ratified by the council, as follows:

- Finance—Aldermen Osborn, E. C. A. Johnson, Heritage.
- Streets, Alleys and Sewers—Aldermen Boylan, Weber, H. O. Johnson.
- City Property and Buildings—Aldermen E. C. A. Johnson, Moilan, Kimball.
- Light and Water—Aldermen Kimball, E. C. A. Johnson, Osborn.
- Ways and Means—Aldermen Heritage, Moilan, Weber.
- Ordinance—Aldermen Weber, Kimball, Moilan.
- License—Aldermen Staff, Boylan, Moilan.
- Election—Aldermen Moilan, Staff, H. O. Johnson.
- Printing—Aldermen H. O. Johnson, E. C. A. Johnson, Boylan.
- Railroads—Aldermen Staff, Osborn, Heritage.
- Rules and Regulations—Aldermen E. C. A. Johnson, Osborn, Moilan.
- Health—Aldermen Osborn, Weber, H. O. Johnson.

This completed the official family circle, and the new council got down to business by ratifying the minutes of the previous meeting.

Herman W. Ahlstrand made application for permit to run a spindle wheel at some point on Chestnut street, which was granted.

Property owners on Central avenue made application for the construction of a first-class Bitulithic pavement on that street, the petition being referred to the committee on streets, alleys and sewers.

Applications for the construction of sidewalks on the south side of Block 92 between Mesaba and Wyoming avenues and also on the west side of Virginia avenue from Poplar to Spruce street were received and referred to proper committee.

The ordinance granting to E. M. and W. M. Prindle a street railway franchise was given its second reading, and amended to more specifically cover the route of such proposed railway, providing that in entering the city the company shall run its cars west on Larch street to Central, thence north to Chestnut and east on Chestnut to railroad; returning to run one block east on Chestnut to Mesaba, thence south on Mesaba to connect with the line at the intersection of Larch street. Also providing for an extension of the line north from the corner of Chestnut and Central to the northern part of the city, so as to provide passenger service to and from the cemetery.

A resolution providing for the building of a fourteen foot cement walk on either side of Chestnut between Central avenue and Lake Boulevard was passed, guaranteeing a needed improvement on the west block of the main stem.

The council on light and water ended the extension of water main from Mesaba avenue and west to Larch street, then east on Larch street to Virginia. The recommendation of the committee was accepted by a resolution ordering such extension to be before the council at its next meeting.

The new council has before it a great amount of work, but the personnel of the body is sufficient guarantee that the progressive policy of the preceding council will be maintained and that the best interests of the city as a whole will receive consideration in every move.

Last Number of Lyceum Course.

The last number of the Lyceum Course will be the feature at the Roosevelt Auditorium this evening, when the Parland-Newhall Company will appear before a Virginia audience.

Wedded at Hibbing.

The marriage of John A. McDonald, master mechanic at the Virginia mine, and Miss Julia Slattery of Hibbing, was celebrated at the Catholic Church, Hibbing, on Wednesday, Rev. Father Gamache pronouncing the words which joined the two young people for life.

Repairing the Pavine.

P. McDonnell, the contractor who laid the Chestnut street paving and who has on several occasions during the past three years had his attention called to the unsatisfactory condition of same, has heeded the last gentle reminder of the city council and has this week put a small crew on the job of repairing the defects.

Violin for Sale.

A very fine violin, over 100 years old, one of the best instruments ever made. A bargain for someone.
A. C. OSBORN,
31-11f. Virginia, Minn.

Notice.

W. C. Osman, formerly with R. E. Bailie and A. Rohrer, jewelers, is now located first door west of Virginia Transfer Company. Fine watch repairing a specialty. 2-25f.

Mining Course for Sale.

I have a Mining Course in the International Correspondence School, which I offer for sale at one-half the present price.
A. C. OSBORN,
31-11f. Virginia, Minn.

Bonds of One Hundred Fifty Thousand Dollars of Independent School District of Virginia, Minn., for Sale.

Sealed bids will be received by the School Board of Independent District of Virginia, Minnesota, at its office in the Roosevelt High School building, Virginia, Minn., up to seven o'clock p. m. of Friday, April 15, 1910, for the purchase of all or any part of bonds of said district, in the sum of one hundred fifty thousand (\$150,000) dollars; the issue having been authorized by special election.

BRIEF FILED WITH THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY AUDITOR OF ST. LOUIS COUNTY, MINNESOTA.

BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT OF VIRGINIA, IN ANSWER TO CHARGES MADE AGAINST SAID SCHOOL BOARD BY THE AUDITOR'S COUNTY EXAMINER.

ANDREW J. WASGATT.

EXPLANATORY PREFACE.

The Board of Education of the Independent School District of Virginia, Minnesota, by the unanimous vote of the five active members present at the regular April meeting, decided to publish the full report of the "Auditor's County Examiner," and answers to the numerous false charges and slanderous insinuations therein contained. All this Board asks is simple justice. They have nothing to cover up, nothing to conceal. They do not claim exemption from mistakes from which no mortal being is entirely free, but they do claim that in the transaction of the business of the district they have been honest, and in all their acts they have been inspired only by the highest motives for the public good. The members of this Board have confidence in the honor of the great reading and thinking public. No sharper or swindler likes to have the light of publicity turned upon his acts or his character; and it is a common plea of thieves and swindlers that they are pursued and hounded by public clamor. On the other hand no honest man has anything to fear from the widest publicity, and the members of this Board are firmly of the conviction that the greatest remedy for all injustice, cruelty and mis-rule is publicity. Hence their decision to publish broadcast, in its entirety, this vile attack on the reputations of honest citizens, and the fair name of a good and efficient system of schools; that the authors of the same and their friends and abettors, may meet with the contempt that is justly their due. All they ask of the Board of County Commissioners and County Auditor is simple justice between man and man.

Verbatim Copy of the Entire Report Accompanied by Answers to Each Charge.

Duluth, Minn., December 31st, 1909.
To O. Halden, County Auditor, St. Louis County, Minnesota.

The following is a report of an examination of the books and accounts of Independent School District (No. 22) of Virginia, Minnesota, commenced on November 2nd, 1909, and continued at intervals until the 18th day of December, 1909.

ANDREW J. WASGATT,
Auditor's County Examiner.

OFFICERS.
N. A. Holmer, Chairman—term expires in 1911.
Helen E. Coffman, Treasurer—term expires in 1911.
Jos. Roskilly, Trustee—term expires in 1912.
C. E. Moore, Trustee—term expires in 1912.
C. E. Moore, Trustee—term expires in 1910.
J. H. Fleming, Clerk—term expires in 1910.

All said officers have qualified.
The Treasurer's bond, now in the Clerk's hands, is written for \$50,000.00, dated August 19th, 1909, runs to State of Minnesota; expires August 1st, 1910, executed by Helen E. Coffman, as principal, with the United States Fidelity and Guaranty Co., of Baltimore, Maryland, as surety, is properly executed.

Said bond fails to secure the School District from loss of funds through failure of any depository that may be used by said district, on account of the following condition, or provision which appears therein, to-wit: "It is understood and agreed, and this bond is given and accepted on the condition that the surety shall in no way be held liable for any loss, costs, damages or expenses of any kind caused by the failure of any bank, institution or depository of any kind to pay, deliver over or properly account for any money, moneys, papers, securities or property of any kind placed on deposit therein by or for said Helen E. Coffman, as such school treasurer or in any other capacity."

Chapter 123, General Laws of 1907, provides a method and names conditions under which school officers may designate depositories of school funds, and requiring indemnity bonds to be furnished by such depositories; but it does not appear that said School Board have ever attempted to make use of said law.

In the absence of any action by the School Board designating a depository as provided by law, the Treasurer should be required to give a new bond indemnifying the School District from loss of funds in her possession or in possession of any depository of such school funds.

ANSWER: The "Auditor's County Examiner" is in error as to the above statement. The "American Exchange Bank," and "First National Bank," both of Virginia, are under bonds in the sum of \$50,000.00 each, and were under these bonds when the above statement was made. These bonds given by the banks and running to the school trustees do not expire until August 1, 1910. The school district treasurer is also under proper bonds running to the state. The bond of the "American Exchange Bank" is on file with the County Auditor, the other two bonds are in the hands of the clerk, J. H. Fleming. The board by vote designated the banks above named as depositories.

In a former report, made under date of May 22nd, 1909, attention was called to certain illegal payments which had been made to Jos. Roskilly, while acting in capacity of Director for School District No. 22, of which the Independent School District of Virginia is successor. Said payments consisted of:

- Voucher No. 1331, issued July 17, 1905, amounting to \$100.00
- Voucher No. 1394, issued July 19, 1906, amounting to 300.00
- Voucher No. 2764, issued July 20, 1907, amounting to 300.00
- Voucher No. 3606, issued July 18, 1908, amounting to 200.00

Total \$900.00
No action has thus far been taken to recover the amount so illegally paid.

ANSWER: The amounts named above were voted to Joseph Roskilly, director, by the people, for services rendered. It is not incumbent upon the Virginia school board to attempt to undo what the people have done at their annual meetings, in good faith, and what has been accepted by all parties in the district as legal. When the above payments were voted the district was under the common school law and the people were in full control of such matters. The examiner here makes the mistake of supposing the school board voted this money to Joseph Roskilly.

The payment of \$112.50 to N. A. Holmer, for balance of salary claimed to be due him as Clerk of said School District for the period beginning with March 15th, 1909, and ending August 1st, 1909, was illegal and contrary to law—see item 19 of Schedule 1.

The payment of \$112.50 to Helen E. Coffman, for balance of salary claimed to be due her as Treasurer of said School District for the period beginning with March 15th, 1909, and ending August 1st, 1909, was illegal and contrary to law—see item 21 of Schedule 1.

Both N. A. Holmer, as Clerk, and Helen E. Coffman, as Treasurer, had received the full amount due them for their services in vouchers No. 1171 and No. 1172—see items 18 and 20 of Schedule 1, and as fixed by resolution of the School Board adopted July 6th, 1909—see Schedule 3, Part 1.

The attempt, on the part of the newly organized School Board, under date of August 7th, 1909, to nullify the action of the old School Board and to increase the salaries of the officers for the previous term, was contrary to law and void.—Part 2, Schedule 3.

ANSWER: The "Auditor's County Examiner" is in error as to the salaries of the clerk and treasurer, and he shows great ignorance of law and parliamentary practice in the rash statements made above. The merest amateur in the law knows that both parties to a contract must assent to the same or there is no contract. It appears from the facts in the case as shown by the minutes of the board and the date of the four vouchers (all being on the same date, August 7, 1909.) that the clerk and treasurer did not accept the salaries voted at \$50.00 per month. The board at the meeting of August 7, by resolution fixed the salaries of clerk and treasurer at \$75.00 per month "beginning with March 15, 1909." Under the old common school district system the people voted pay to the

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