

BIRMINGHAM

Devoted to Our Own Locality—We Labor for Its Interests.

TWENTY-EIGHTH YEAR. BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, FRIDAY, SEPTEMBER 30, 1904. NO. 21. WHOLE NO. 145

HUPP FARM

Producers and Retailers of...

Milk
Cream
Skimmed Milk
Butter Milk
Butter, Etc.

Always on hand and for sale in any quantities, delivered anywhere in Birmingham.

Bottled Milk in any quality at Cobb & Cobb's—right off the ice.

Phone 18.
Telephone orders promptly filled

ESTABLISHED 1865

Fine Jewelry

Wedding Gifts

Detroit Souvenirs

Rogers' Silverware

Repairing a Specialty

Watches, Clocks, Rings.

Our Prices are Always Right



ESTABLISHED 1865

FOR LUSCIOUS

STEAKS,

CUTLETS,

CHOPS,

HAM, Etc.,

60 TO A. R. PARKS,

The Corner Market Man.

Poultry, Game, Fish and

Vegetables in Season.

Clarence L. Cowles,

Architect,
11 and 13 Chase Block,
Birmingham, B. S. Mich

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John D. Riker, M. D.

Practice Limited to
EYE, EAR NOSE, THROAT.

Pontiac, Mich.

DR. CURCHER,
OSTEOPATHIC PHYSICIAN

Ferguson Bldg., Detroit, Mich.
Phone Grand 424.

In Birmingham Monday, Wednesday and Friday Evenings. Birmingham Address, Box 9.

D. R. B.

There are countless monograms, but none so indicative of refreshing, wholesome travel as the "D & R." the famous water route connecting Detroit and Buffalo between twilight and dawn—the lake and rail route to St. Louis. Your railway ticket, if issued by the Grand Trunk or Michigan Central Railways, will be honored either direction.

Send us for World's Fair folder, map, A. A. SCHANTZ, G. P. T. M.

DETROIT, MICH.

YOUR SUMMER OUTING

Only all people own themselves that they may live long and prosper is to take a certain amount of recreation. The least expensive and most enjoyable way can be recommended is a lake trip; it gives you a complete change, new surroundings and scenery. Send us for folder, map, Address,

A. A. SCHANTZ, G. P. T. Mgr., DETROIT, MICH.

...SPECIAL SALE...

Our New Fall Outing Flannels at 5c, 7c, 8c, 10c and 12 1-2c per yard

New Line of Waistings at 10c and 12 1-2c per yard

Men's Canvas Gloves and Mittens at 10c and 15c per pair

New Line of Men's, Ladies', Misses' and Children's Rubbers—all clean new stock.

NEW GOODS DAILY AT

F. BLAKESLEE'S
Birmingham Mich

HARDWARE.

WE CARRY A FULL LINE OF SHELF GOODS, STOVES OF ALL KINDS, RANGES, ETC.

When in need of Paints or Oils get our prices before purchasing Elsewhere.

PLUMBING AND TINNING

ARE OUR SPECIALTIES.

Our Line of TINWARE is complete in every detail, and contains everything essential to the thrifty housewife who delights in the Culinary Art.

Your Trade Solicited.

J. R. BLAKESLEE.
Hardware Merchant, Birmingham Mich.

Majestic Wire Fence

If you want it for fields or your yard we can supply you with any length or width.

If you want the best Fence made and want to save the expense of a Travelling Salesman, come and see our samples and get any length you may require.

Bargains in Second Hand Stoves

I. LEE TRUAX.

FLOWER POTS

Now is the time to house the plants and at Whitehead & Mitchell's you can get a FLOWER POT from 6c up to 50c.

If you haven't got that outside plant inside yet—you better had. Call and see the assortment.

WHITEHEAD & MITCHELL.

THE ECCENTRIC.

25c For 3 Months

OUR SIOGAL TWO DRUNKS ESCAPE FROM JAIL

BROKE UP IN A ROW IN THE NINTH BAUM, THE UMPIRE, TELLS THEM WHAT'S WHAT

Big Day For Birmingham Rooters—Those Who Rooted, Rooted all the More, and Many Rooted Who Never Rooted Before.

Thursday of last week was a gala day for Birmingham and also the biggest kind of a base ball fizzle that ever came down the pipe.

The street parade was up to the expectations of the big crowds that thronged our spacious streets. At 2:30 the parade started amid much noise of horns, triangles, etc., and that part of the day's program was a glittering success.

After this demonstration the game began and up to the fifth inning was a fine exhibition of base ball on both sides.

It was this time that Mitchell appeared on the grounds and twist you and I he is a hoodoo for the home team.

The score at this time was 5 to 0 in favor of Birmingham, but as the hoodoo got in his work the Clarkson boys immediately secured five big runs. The game continued until Clarkson had had their ninth inning and scored eight runs.

Birmingham went to bat in the last of the ninth with good prospects for winning out, but the game broke up in a row, an account of which is told in the following authentic correspondence:

BIRMINGHAM, Mich., Sept. 24, 1904. Sporting Editor, Detroit Free Press:

Dear Sir:—When you asked me to give your decision on the following game ball play:

Clarkston, ninth inning playing, 8 runs. Birmingham, eight innings, 0 runs.

While Birmingham were playing their half of the ninth inning the following took place: Blair on third; King at bat hit ball to shortstop, who threw to first base and ball was muffed; King safe at first; Blair started home; first baseman threw high to catch Blair as he slipped the ball as Blair bumped into him; umpire behind the bat called Blair safe.

When first baseman threw ball to plate King stole second; at this point the Clarkson players came from the field to dispute the umpire's call.

The umpire behind the plate ordered the Clarkson players to play ball within three minutes. After wrangling fifteen minutes the umpire called the game 9 to 0 in favor of Birmingham.

Question: Who wins the game? Answer: Birmingham. Show Birmingham entitled to bats?

Yours truly,
J. L. CAMPBELL,
THE REPLY.

DETROIT, Mich., Sept. 24, 1904. J. L. Campbell, Birmingham, Mich.

Under circumstances such as you detail in your letter, the proper decision was the one that forfeited the game to Birmingham by a score of 9 to 0. Bets on the game, hinge on the result, of course, and as, under the forfeiture, Birmingham became the winner, those who backed the team.

Entering into the dispute itself, the Clarkson players had no right to come in and argue with the umpire; the captain of the team alone, being allowed that privilege, and he only on a question of interpretation of the rules. It is clear, even at that, just what Clarkson was making the protest over, though I do not think that he was correct in the case in that he was out, instead of safe. As that was merely a matter of judgement, there is no question as to the point, as a person's rules of 61 and 62 will show. So far as it would appear from your letter, there was no question as to any decision that was wrong under the rules had been given.

The field umpire has no authority under any rule in the base ball book to send back to first base the runner who had gone from first to second on the play at the plate. There was no call for him to act at all, in fact, inasmuch as the only thing which would affect the base runner would be a claim of interference, and that interference would necessarily be at the plate, and would come under the jurisdiction of the umpire who rules on the scoring of the run. And it should be borne in mind that the fact that a base runner knocks out or kicks out of a player's hands the ball does not necessarily make him guilty, under the rules. Use of the hands, however, is always interference. But a bump into the runner is not interference, unless it is done so as to interfere in this case—in the opinion of the umpire. I mean to show you by the fact that no one was called out—the penalty for interference.

Yours truly,
JOE S. JACKSON,
Sporting Ed. Free Press.

After the game we will guarantee there was more noise from tin horns, megaphones, and other squawking things than was ever heard in our quiet town before in many a day.

The boys and girls went to the depot and saw the Clarkson contingent depart for home amidst much good feeling, a little shouting and a deal of megaphone bawling.

It was a great day.

Fearful Odds Against Him

Bedridden, alone and destitute. Such is brief was the condition of an old soldier by name of J. H. Hayes, Veteran of the War of 1861-65.

For years he was troubled with Kidney disease and neither doctors nor medicines gave him relief. At length he tried Electric Bitters. It put him on his feet in short order and now he testifies: "I'm on the way to complete recovery." Best on earth for Liver and Kidney troubles and all forms of Stomach and Bowel Complaints. Only 50c. Guaranteed by Whitehead & Mitchell and Cobb & Cobb, Druggists

STEEL CAGES AGAIN PROVED AN EASY MARK

"Here Today and Gone Tomorrow" was What the Boys Believed In.

While the village officers were sleeping the sleep of the just two of their drunken prisoners, Frank Salimony and Jerry Phillips, were either rescued by outside friends or made good their own escape from the village lock-up.

On Saturday night the two started a "rough house" at the National and were taken to the lock-up. Officers Bray and Crouch had their hands full in taking them in, but they were finally lodged behind the bars. The officers remained until about 2 o'clock when they went home, and it is supposed that some one then entered the lock-up, secured the keys from the hallway and released the prisoners.

And now comes the story that after leaving the cages the two men met a friend south of town and told him they escaped. After the marshal left the building at about 2:30 a. m., one of them worked his blanket through the bars in the cage and by continually "flacking," as he expressed it, at the key, he finally succeeded in knocking the key to the floor. Then it took considerable more "flacking" to work it up to within reach.

When he did secure it was dumfounded to find that it would not open his cage. He then handed it to his partner in the cage adjoining his, who easily opened his cage and walked out, after which he secured the other key and released his partner, and both escaped through a rear window.

Warrants are out and Officers Bray and Crouch are on the watch and when the men are caught they will probably have to face a charge more serious than disturbing the peace. The keys have not been seen since, and we opine it would have been better all around had the men remained and taken their medicine.

DIED OF POPEXY

Joseph M. Bowden, a Veteran of the Civil War, Dies of Apoplexy at His Home in Franklin.

Joseph M. Bowden of Franklin had an apoplectic stroke Sunday afternoon and died Monday morning, aged 67 years. He was born in Duxton, Pa., in 1837, and came to when very young.

He enlisted in the Tenth Michigan cavalry, along with Nathan Fall of this place, and saw much service during the war.

Section 5. That the price to be charged for gas by said grantee, its successors, assigns or assigns, shall be as follows: For all gas used for lighting purposes, not exceeding 100 cubic feet per cubic foot, a discount of 5-100 cents per cubic foot. He who has the right to use the gas shall be paid within ten days from the date of the invoice, and shall be provided that the minimum charge per month shall be fifty cents and that should the gas consumption at the rate above specified during any month amount to less than fifty cents said grantee, its successors, assigns or assigns, shall be required to pay the minimum rental so that the minimum bill for gas consumed shall be fifty cents.

Section 6. That the Standard Heating and Lighting Company, or its successors, assigns or assigns, shall be required to pay for the gas consumed by the consumer within ten days from the date of the invoice, and shall be provided that the minimum charge per month shall be fifty cents and that should the gas consumption at the rate above specified during any month amount to less than fifty cents said grantee, its successors, assigns or assigns, shall be required to pay the minimum rental so that the minimum bill for gas consumed shall be fifty cents.

Section 7. That the Standard Heating and Lighting Company, or its successors, assigns or assigns, shall be required to pay for the gas consumed by the consumer within ten days from the date of the invoice, and shall be provided that the minimum charge per month shall be fifty cents and that should the gas consumption at the rate above specified during any month amount to less than fifty cents said grantee, its successors, assigns or assigns, shall be required to pay the minimum rental so that the minimum bill for gas consumed shall be fifty cents.

Section 8. That the Standard Heating and Lighting Company, or its successors, assigns or assigns, shall be required to pay for the gas consumed by the consumer within ten days from the date of the invoice, and shall be provided that the minimum charge per month shall be fifty cents and that should the gas consumption at the rate above specified during any month amount to less than fifty cents said grantee, its successors, assigns or assigns, shall be required to pay the minimum rental so that the minimum bill for gas consumed shall be fifty cents.

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Section 10. That in case of making repairs or constructing new work, the said grantee, its successors, assigns or assigns, shall have the right to shut off the gas and to use the gas for the purpose of making repairs or constructing new work, and shall be provided that the minimum charge per month shall be fifty cents and that should the gas consumption at the rate above specified during any month amount to less than fifty cents said grantee, its successors, assigns or assigns, shall be required to pay the minimum rental so that the minimum bill for gas consumed shall be fifty cents.

Section 11. That the said grantee, its successors, assigns or assigns, shall be required to pay for the gas consumed by the consumer within ten days from the date of the invoice, and shall be provided that the minimum charge per month shall be fifty cents and that should the gas consumption at the rate above specified during any month amount to less than fifty cents said grantee, its successors, assigns or assigns, shall be required to pay the minimum rental so that the minimum bill for gas consumed shall be fifty cents.

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