Do you often cast about in the sacred archives of your memory, and bring back to life the fine pictures of a departed loved one? And are you living your own life so that you, too, may be someone's happy memory!

The Birmingham Eccentric

76 PAGES, PART 1

FIFTY-THIRD YEAR—NO. 49 | BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, THURSDAY, MARCH 19, 1931 | $2.00 PER YEAR—SINGLE COPIES 5c

THIS and THAT

By L. A. D.

Now that St. Pathrick's Day is gone:
Ye ken th' wee an' tall
Agrees wid me, ye shibly see,
There's Irish in us all.

An' didn't ya notice how manny r'strants in town were a'ther servin' Irish stew on Toosdie—and bein' that weak-kneed in their imitashuns they nglected to include a fragrant onion? For shame sez we. An' th' divil take th' crayturs.

Unfamiliar surroundings and new tasks afford innumerable opportunities for that smirking ogre Embarrassment to lift his ugly head. Few escape the miserable feeling. Commissioner Frank L. Packard, recently elected, experienced it Monday.

Commissioner Lawrence Hulbert had been reading involved resolutions of a financial nature that took time and patience to compose. Even at that they were not clear to the laity and Commissioner Fred E. Tucker admitted they were as clear as mud to him.

"But what's the use," queried Commissioner Packard, "of voting 'yes' or 'no' when I don't know anything about it?" after Commissioner Hulbert's resolution was put to a vote.

Commissioner Hulbert smiled cordially. "To show your confidence in the rest of us," she replied.

"Experience is a great school," Ben said. And the rest of the quotation, unless our memory deceives us, is "but a fool learns in no other."

There are only a few of us, I'll admit, who have escaped being in automobile accidents. The percentage, we suppose, favors the careful motorist. Yet, seriously, we feel that traffic accidents would be reduced to the minimum if motorists could be made to see the actual accidents that get so many lives every year.

On Tuesday we sat in a parked car, reading. We heard a sickening sound, and immediately following, that awful feminine gasp of horror. We looked up, startled, from our reading. A few yards away a boy about 13 years old, was lying under the front wheel of an automobile. Men and women were rushing to the scene.

They took him into a gas station. He was crying and his little face was bleeding profusely. Not seriously hurt, perhaps, and maybe not the automobile driver's fault. But somehow it seemed such inexcusable violence to occur in a supposedly civilized age.

Will you be more careful the next time you drive? Will you see to it that your children don't take chances?

Paralleling the proverb, "Curses, like chickens, come home to roost," is: There is the curved, angular clubs used by the natives of Australia as missle weapons, are boomerangs.

History is repeating itself. Some historians attribute Rome's downfall to the insidious growth of effeminacy among the men. Today, for instance, baseball and other more strenuous sports in which the past generation wasted too much of its time, is being replaced by less strenuous sports among school boys, and just as much time is wasted in the more delicate games. A rage man, agreeing with us recently, remarked, "Yes, there are too many young men today who are content to give male impersonations."

Until G. R. A. presented us with a new reference book the other day we didn't know, for instance, that:

Hollyhocks are natives to India and in Egypt are cultivated for their leaves, which, when young, are esculent and much used in cookery.

All wall paper is made in double rolls or bolts, 16 yards long and 18 inches wide.

One dollar, which is the monetary unit in the United States, is 23.22 grains of pure gold.

The women's auxiliaries of the Improved Order of Red Men are called Councils of Pocahontas.

Beggars in Amsterdam replied to deputies in Holland who protested against the establishment of the Inquisition in 1556.

The peony is a symbol of indignation.

One could so easily go on and on like this with unusual information that the column would be filled soon after it was started.

ASSESSOR IS INVITED TO REPORT PROGRESS

Albert W. Noonan, village assessor, Monday night was invited by the commission to appear before them next Monday to report the progress he is making in the establishment of equalized assessments on buildings in the village. Most of the work has been completed and it is expected the entire task, which has occupied much of his time for many months, will be completed by June.

PRINTING PROBLEMS
are ironed out in your satisfaction. Folks, when you bring them to The Eccentric's printing department. If you call us at 11, 12, or 13, we'll be glad to send a salesman to see you, too. —Adv. 2-tfc

DRIVE BEGUN HERE BY FOES OF DEATH BILL

Organization Is Formed To Fight Capital Punishment Proposal

MEET AGAIN MONDAY

With the beginning of the campaign in Birmingham Monday against the capital punishment bill, an organization meeting was held at the home of Mrs. George T. Hendrie of Willets street. Members of the group repeated their determination to aid in defeating the Foster bill at the state election, Apr. 6.

A copy of the proposed Foster capital punishment bill appears on page 1 of section 2 of this issue of The Eccentric.

Interested individuals from all over the county kept Mrs. Hendrie's phone busy Tuesday morning, requesting speakers for group meetings in Clarkston, Orion, Milford, and other villages. Mass meetings and debates will be held in many instances, with speakers furnished from an unusually capable group of Detroiters and others from the metropolitan district, interested in defeating the Foster bill when it comes to a vote. At the Monday meeting, Rev. Warner L. Forsyth, Mrs. Wallace J. Frost, and George R. Averill were appointed to direct speaking activities and sponsor educational work in schools and churches during the next two weeks.

In addition to the Rev. Forsyth, Mr. Averill and Mrs. Frost, those attending were: K. D. Dailey of Holly; Miss Dorothy Brown and Mrs. Joseph Vonfesser of Rochester; Mrs. Thomas Cotts of Royal Oak; Mrs. E. Phillips Standart of Bloomfield Hills and the following from Birmingham: Mrs. Thomas Parker, Mrs. John J. Guild, Mrs. Margaret Garwood, Mrs. John N. Hadjisky, Mrs. Frederick D. Fortar, Mrs. Edward L. Bryant and Mrs. Frederick H. Holt.

Urges Farmers Aid

County Agent Bailey, expressed his opinion regarding the importance of the agricultural vote, and

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MRS. ADAMS STILL IN RACE

Defeated In Southfield Recount, Will Run As Sticker Candidate

Announcement by Mrs. Fannie Adams, defeated candidate for nomination on the Republican ticket for Southfield Township treasurer, that she would be a candidate at the election, Apr. 6, on a "sticker" ticket, featured the political developments of the Southfield Township race during the past week.

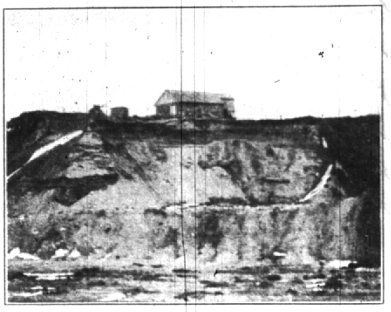
Mrs. Adams, who led the Republican ticket at the tabulation Mar. 2, by two votes, was defeated by Thomas Cotts at recount Mar. 11. The successful candidate was Charles Collins. He will be opposed by Norwood Tibbits, Democrat.

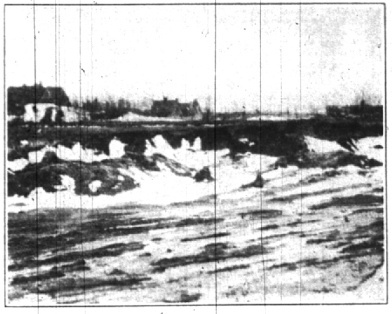
Andrew Bilkovsky, Democrat and George Bingham, Republican incumbent, will again be opposed and a heated campaign is expected to be waged.

Much interest in the race for township highway commissioner has been increasingly evidenced during the past week. Irving Johnson, 42 years old, a native of Southfield Township and a taxpayer there for the past 12 years, is the Democratic candidate. He will oppose James R. Rayner, Republican incumbent, who was nominated after a heated campaign against Charles Hughes, a former holder of the office.

Mrs. Ona M. Utley, Democratic incumbent, will be opposed by Albert Jacobs, Republican, for township clerk. Arthur R. Haynes, Republican will be opposed by William Davis, Democrat, for election as justice of the peace for the full term.

Where Township Gets Gravel





The larger of the two excavations at Bloomfield Townships gravel pit at Opdyke road and the Grand Trunk Railway right-of-way shown above, is approximately 40 feet deep. The nature of the strata may be seen, including the depth of the topsoil, the presence of gravel at left with strata of sand. Some of the top-soil has fallen into the pit since the last active operations were conducted and certain spots which have been temporarily abandoned have sprouted grass.

Watchman's shed, at left, above, indicates intersection of Opdyke road and Grand Trunk Railway, the southwest boundary of the 30 odd acre gravel pit now owned by the township. The property was purchased in 1928 for $104,850.

The smaller of the excavations, shown above, is approximately six feet deep and despite the snow, or because of it, the condition of the bottom of the pit, largely mud, is evident. This pit is situated several hundred yards north and east of the original excavation at the Opdyke road and the Grand Trunk tracks. It is reached by a dirt and gravel road, which, at this time of the year is rutted and muddy. More recent excavations have been made at this pit than at the other.

TRIES TO KILL SELF IN CELL

Detroiter Sets Clothing Afire In Police Dept., Mental Test Asked

Solomon Rosenthal, 50 years old, of Detroit, sentenced to 60 days in jail for reckless driving yesterday morning set himself afire in his cell in the Birmingham police department and was severely burned about the face, chest and neck, police report.

Patrolman Harry Johnson, who arrested Rosenthal at 6 p. m. Tuesday night when a bus driver Informed police a man was driving recklessly on Woodward avenue near Oak street, said that Rosenthal evidently was mentally unbalanced.

Rosenthal refused to divulge his name or address until taken to court, Johnson said, and upon arraignment before Judge Floyd S. Buck created a commotion by refusing to answer questions. Judge Buck sentenced him to 60 days and Rosenthal was returned to his cell. Police had taken the usual precautions with the prisoner and had relieved him of his belt, necktie and personal belongings.

Chief John P. Hackett reported that the man must have found a match in his cell and set himself afire. Judge Buck recommended that the prisoner be given a psychopathic examination, Chief Hackett said. At the County Jail where Rosenthal was taken after treatment for his burns he told Turnkey Robert Robbins that he would rather die than serve the sentence.

Junk Collection System Changed

Beginning Apr. 1, the collection of rubbish in Birmingham will be accomplished only once each month on schedule, instead of once each week, on call, James W. Parry, village manager, announced yesterday. The new schedule provides for the collection of rubbish placed in containers and left at the curb before the first Tuesday of each calendar month.

This collection does not include paper, ashes or dirt, Mr. Parry explained, and the reduction of calls is an economy move which is expected to cut the cost of rubbish disposal in the village to half of what it has been. Because there is no market at present for scraps the village will be unable to sell certain rubbish materials formerly sold, Mr. Parry said.

Calendar of Coming Events

Today—
Rotarian P. T. A. meeting, election of officers.
"Mikado" presented afternoon and evening at Kingswood school.
Baptist ladies serve chicken dinner.
Garden Clubs tea at Flower Show.
Junior A. A. U. W. election.
Rotarians entertain wives for dinner and dance at Community House.

Tomorrow—
"Mikado" presented at Cranbrook, 8 p. m.
Knights of Pythias dance.

Saturday, Mar. 21—
Village Players present three one-act plays.

Monday, Mar. 23—
Forum pot-luck dinner at the Community House, open to all.
Capital punishment bill opponents meet at Hendrie home on Willets street.
Contract bridge lessons continue at the Community House.
Village Commission meets.

Tuesday, Mar. 24—
Fashion pageant-tea sponsored by St. James League of Women.
7:30 p. m. Junior League of the Baptist Mariolatr.
8:45 to 10:30 p. m. Irwin Neff at the Y. M. C. A. will teach ping-pong to any girls' groups desiring the coaching.

Wednesday, Mar. 25—
Real Estate Board dinner.

Thursday, Mar. 26—
County T. B. Assn. dinner (open to all) at the Community House.

Friday, Mar. 27—
Oakland County oratorical contest at Holly.

Monday, Mar. 30—
School Board meets.

Thursday, Apr. 2—
Junior play, "The Devil in the Cheese."

Trunks sent to and from Detroit Railway station. Special Rates.
SHAW BROS. GARAGE 136 Brownell —Adv. 26tf

Baldwin's First Swimming Team Third Best In State

Wins High Rank In Class B Competition at M. S. C. Pool Saturday

Third best in Class B in the state at the end of its first season is the excellent position of the Baldwin High School swimming team. This point was reached Saturday afternoon in the Michigan State College pool at East Lansing when the Maple City swimmers competed in six events to score 14 points for third place in their class.

The Baldwin team brought back eight medals. Four of these, bronze, were for third place in the 200-yard free style relays, and went to the team composed of Theodore Etter, Alex MacDiarmid, John Botting, and Jack Hogan. Hogan also took two silver medals for second places in the 50 and 100-yard free style events. Botting took a silver medal for second in the 220-yard free style, and Tom Miller a bronze medal for fourth place in the 100-yard breast stroke. Not all but one of the members of the team these were the first medals received in varsity interscholastic competition, this being Baldwin's first season, but for John Botting the silver medal was his second. He placed second once before against Miami River Rouge, in the 220-yard free style event in the S. E. A. A. meet.

Ypsi Natators Win

Central High of Ypsilanti successfully defended its title as Class B champion, but was hard pressed throughout the meet by a fighting River Rouge team. Ypsi Central's score was 35 to 34 for River Rouge. Baldwin placed third with 14, and the remainder of the scoring was as follows: Ypsi Roosevelt 9, University High of Ann Arbor and

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Public Is Invited To Discuss Budget

Taxpayers of Birmingham will be invited to attend the public discussion on the budget for 1931 in the commission rooms of the Municipal Building, Mar. 30, James W. Parry, village manager, announced. The total of the proposed budget is now $403,964, slightly more than the original estimate submitted by Mr. Parry, and other changes in it might be made before the public hearing, members of the commission indicated. So far, the commission has eliminated a few items amounting to $2,036 and has added $1,200 for a walk system under the direction of the Community House board and $1,200 for the yearly spring garbage collection.

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261 Brownell Phone 7024-J3 Adv. 29tf

CLERK RELATES HOW VILLAGE GETS A BREAK

James V. Bayley, Bloomfield Township clerk, pushed his hat back a little farther on his head, shook the ashes from his cigarette and said:

"Yes, he said, "the township is paying too much rent for its space in the Municipal Building—and that's one time the village gets a break. I know there's a lot of talk about these things conferring of township governmental problems but the people who complain don't know the facts.

"Birmingham is paying for 44 per cent of all the township lighting fund issues, and fires out in the township. Every time we want to raise money for the general fund we know the village will foot 44 per cent of the bill. But, as for the rent we pay at the Municipal Building—that's one time the village gets a break.

Non Enough Business

"When we were over here on Woodward avenue we paid $125 for the space per month. But when we went into the new Municipal Building they boosted it to $250 a month. That's for the court room, the judge's office, the three rooms downstairs and the room upstairs. We didn't boost the judge's rent from the $20 a month it was then. Why, if we hid

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Highlights From Cram's Opinion

No mention is made of the purpose for which the land was to be bought.

The land contract itself does not show on its face the purpose for which the land was being purchased, although there is a copy of a letter furnished with the copy of the land contract advising the township attorney for the township to the township officers, in which reference is made to the contract as covering the purchase of the gravel pit.

However, neither the Resolution of June 15, 1928, nor the land contract itself show that the purchase was being made for gravel purposes . . . but there is no question in my mind but that the land contract and resolution should show the purpose for which the purchase was made in order to comply with the statute.

The statute above quoted sets no limit upon the amount to be expended for the purpose indicated provided a proper appropriation has been previously made.

In my opinion if the purchase of a gravel pit is contemplated it must be included in the budget submitted by the Board to the electors or a sufficient amount voted by the electors to cover the purchase if it be not submitted by the board.

In my opinion the Township, Township Board or Highway Commissioner have no authority to buy on land contract. The statute sec. 4115 above referred to con-

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Cram's Opinion

Mr. Clarence L. Smith,
Prosecuting Attorney,
Oakland County, Michigan

Dear Sir:

You have submitted to me substantially the following proposition with request for an opinion thereon.

The township of Bloomfield, through its Highway Commissioner, has purchased certain lands in that township on land contract with the approval of the Township Board. I have before me what purports to be a copy of that contract. It covers 34.95 acres of land at an agreed price of $104,850.00, $20,970.00 down and the balance of $83,880.00 payable $12,000.00 in one year and a like amount annually thereafter. The contract is made as of May 15, 1928, acknowledged by the vendor on May 18, 1928, and by John E. Wilson, as Highway Commissioner of the township, on June 18, 1928. The whole of the contract is due and payable on or before April 15, 1935. The vendee named is the South Pontiac Development Company, a Michigan corporation, and the vendee, the township. The cost of the contract carries six per cent interest, payable semi-annually with a penalty clause of an additional one per cent if interest or principal are in default.

I understand that the township or township board has resold part of these lands on a ten year land contract to other parties.

The question as submitted to me was with the assumption that the land was being purchased for use for a gravel pit or bed. On June 15, 1928, at a special meeting of the Township Board, passed by the Township Board that the Highway Commissioner be empowered to purchase the land referred to and authorizes the Highway Commissioner to enter into a contract for same. **No mention is made of the purpose for which the land was to be bought.** Apparently the purported land contract had been signed on behalf of the vendor almost a month prior to the meeting at which the purchase of the same was authorized. **The land contract itself does not show on its face the purpose for which the land was being purchased** although there is a copy of a letter furnished with the copy of the land contract, apparently sent by the attorney for the township of the township officers, in which reference is made to the contract as covering the purchase of a gravel pit. The land contract contains a reference to a master plan of subdivision, including 1700 acres in all, to which the land contract is subject but I have not before me the master plan nor the possible restrictions which the master plan might have covered.

The questions submitted are substantially as follows:

1. Did the township have the right to make the purchase for the purpose indicated?

2. Has the township Board the right to spend the amount involved?

3. Has the Township Board the right to sign the land contract for the purpose indicated?

4. Should the proposition of the purchase have been submitted to popular vote?

5. Is the resale made to these parties valid?

The authority of the Township Board and Highway Commissioner is derived from Act 283 contained in section 4117 of the Compiled Laws of 1929 (Chapter XIII, Sec. 15 of Highway Laws) which reads as follows:

"The commissioner of highways shall have power to purchase land suitable for obtaining gravel for the use of the highways of his township. If he be able to agree with the owner thereof, he may purchase the same and pay therefor out of the general highway fund of the township, upon the approval of the township board. Whenever said highway commissioner shall be unable to agree with any owner of any parcel of such land which the said commissioner desires to purchase for graveling purposes, as to compensation to be paid therefor, the highway commissioner shall give notice in writing to the owner or occupant of the land, on which

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AUDITOR HIRED BY TOWNSHIP

Special Meeting Called, Centerline Man Gets Job; Hunt Opposes Move

At a special meeting of the Bloomfield Township board, called at 5:30 p. m. Monday, the board voted, three to one, to engage the services of L. Rosenberg, certified public accountant, of Centerline, to conduct the first annual audit of the township books. The cost of the audit will be $250 with an additional expenditure of $250 for the installation of a new delinquent tax system and additions to the present system. James V. Bayley, Bloomfield Township clerk announces.

Judge Malcolm Hunt opposed the selection of Rosenberg, contending that the board should not engage him to conduct the audit first, not only of the past year, but for several years past, and that if Rosenberg's work was satisfactory, that he be employed to establish a more modern set of records.

Rosenberg is a specialist in the auditing and establishing of township accounts, Mr. Bayley says. The bids of two other auditors, Claude A. McGregor of Pontiac, who bid $250 and H. A. Mills, of Detroit, who bid $650, with a provision of $25 per day for the senior auditor and $20 a day for the junior auditor, were rejected by the board.

Football Star Will Referee 'Y' Contest

Lloyd Brazil, All-American backfield man on the University of Detroit football team two years ago, and coach of the University of Detroit basketball team, will referee the contest between the North Realty Five and the Fitch quintet Mar. 27 at the Baldwin High School for the local Y. M. C. A. league title, it was announced today by Y. M. C. A. officials.

HULBERT IS ELECTED PRESIDENT PRO-TEM

Commissioner Lawrence Hulbert Monday was elected president pro-tem to succeed Robert R. Allen, who was defeated at the election, Mar. 9. Commissioner Hulbert is senior member of the commission. His appointment was offered by Commissioner Walter Connelly and seconded by Charles E. Lewis.

Gravel Pit Bought Illegally, Declares Prosecutor's Aide

Bloomfield Board Had No Authority To Buy $104,850 Site On Land Contract, Cram Says

Bloomfield Township's $104,850.00 gravel pit at Opdyke road and the Grand Trunk Railway right-of-way, purchased on land contract from the South Pontiac Development Co. in 1928, was obtained illegally, according to an opinion given Clarence L. Smith, Oakland County prosecuting attorney, yesterday by George A. Cram, civil counsel. In his opinion, Mr. Cram declared the township board or the highway commissioner had no authority to buy the land, 34.95 acres, on land contract.

"Any taxpayer of the township might start proceedings to have the contract set aside and in case of a favorable decision for the taxpayer, it would be up to the township to collect whatever has already been paid," Mr. Cram said.

Increasing public agitation over the purchase of the gravel pit prompted an investigation by The Eccentric and Mr. Cram's subsequent opinion of the legality of its purchase. The investigation showed that, on June 15, 1928, at a special meeting of the Bloomfield Township board, a resolution empowering the highway commissioner to purchase the property was unanimously adopted.

Reason was Omitted

The board at that time was composed of Robert Y. Moore, supervisor (at present a member of the Oakland County Board of Auditors); James W. Bayley, clerk; Floyd S. Buck, justice of the peace, and R. J. Coryell, present supervisor. The resolution was offered by Moore and supported by Bayley. No indication that the purpose of the purchase was for a gravel pit was made in the resolution, which follows:

Moved by Moore and supported by Bayley that the Highway Commissioner be impowered to purchase of the South Pontiac Development Co. 34.95 acres of land, West ½ of N. W. Sec. 1906 T. 1—Township of Bloomfield, Oakland County, Michigan, and authorizes said (John E. Wilson) Highway Commissioner to sign contract for same.

The contract, too, fails to mention what was the purpose of the purchase of the land. It states that the township and the South Pontiac Realty Co. enter into a land contract on May 15, 1928 (one month previous to the actual adoption of the resolution) for the purchase and sale of the property for the sum of $104,850.00. Of this amount, $20,970.00 was paid down and the balance of $83,880 was to be paid in annual installments of $12,000, the last payment to be made on or before April 15, 1935.

Payment Due Apr. 15

The contract also specified that the rate of interest was to be paid semi-annually, with a provision that seven per cent be paid in case of default.

The next payment of $12,000 on Apr. 15, and the balance now due on the contract is $59,880.00. The total amount, including principal and interest paid to date, Bayley reports, is $56,412.60, of which $11,442.60 is interest.

Records further show that on June 22, 1928, A. Floyd Blakeslee, attorney for the township, sent the following letter to Mr. Moore:

Mr. Robert Y. Moore,
Bloomfield Township Offices,
Birmingham, Mich.

Dear Sir:

I am herewith returning the land contract from the South Pontiac Development Company to the Township of Bloomfield for the purchase of the gravel pit.

This contract appears to be properly drawn and seems to fit the requirements of the situation.

Sold Part of Pit

At a special meeting of the board, May 14, 1929 a motion was made by Buck and supported by Bayley to sell, to Vaughan, then a member of the board, and recently nominated township supervisor, authorizing Bayley to sell, on contract, 4.53 acres of the gravel purchase. The name of the purchaser is not given in the resolution which was unanimously adopted. The contract, dated May 15, 1929, however, shows that the purchaser was Charles H. Oshei.

The contract provides for the sale of the 4.53 acres for $13,500. Of this amount $5,140 was paid down and the payments are $1,000 each, payable semi-annually at six per cent with the additional clause that seven per cent be charged if the purchaser should default. So far, Bayley reports, $7,981.60 has been paid, of which $841.60 was interest.

Moore's Statement

In support of the necessity for the purchase of the gravel pit, Moore declares:

"Prior to the purchase of the gravel pit, we realized that the price we were paying was excessive. I do not recall exactly how much money was spent in 1927 for gravel, but I recall it was approxi-

(Turn to Page 2, No. 2)