

## Weather.

Washington, May 11—Forecast for North Carolina for tonight and Wednesday: Fair and continued cool tonight.

# The Evening Times

SECOND.

EDITION

ESTABLISHED 1876.

RALEIGH, N. C., TUESDAY, MAY 11, 1909.

PRICE 5 CENTS

## CHIEF OF POLICE MULLINS MAKES ANSWER TO CHARGES FILED AGAINST HIM BY BOARD

### Tells Why No Bond Was Given and No Report Made to Board as to Fines

### BOND NOT PRESENTED

No Bond Was Presented to Him For Execution Nor Did the City Tender Him Any Money to Pay the Premiums on the Bonds—Ordinance Requires That City Prepare the Bond and Present it to Officer For Execution, and This Was Not Done—Chairman Board of Audit and Finance Told Him It Was All Right—Did Not Make Report As to Fines to Board of Aldermen, but Law Does Not Require Him to Do So—Did Report to Proper Officers.

The following is the reply in full of Chief of Police J. H. Mullins to the charges preferred against him by the police commission:

Raleigh, N. C., May 10, 1909.  
To the Honorable Police Commissioners of the City of Raleigh:

Replying to the charges preferred against J. H. Mullins specified in your communication dated April 29, 1909, and served on him April 24, 1909, the following answers are made:

First. As to charge number one: "That the said J. H. Mullins failed to give bond required of him entering upon the discharge of his duties as chief of police."

The said J. H. Mullins was elected chief of police of the city of Raleigh in May, 1899, and has been continuously acting as chief of police from said date until suspended by order of your board; he has given his bond from year to year as required by the charter of the city of Raleigh except for the years 1905 and 1907. The last bond on file of which there is record was given in 1901, this bond being continued in force by the payments of the premiums due thereon and as is customary no new bond was written, as the bond filed in 1901 had been prepared by the city attorney and approved by him. And instead of writing a new bond the said Mullins by paying his premium took a renewal receipt which contained the same bond in force and effect—this is both the law and custom required as to bonds given by surety companies—these renewal receipts containing the bond in force were duly exhibited to the board of aldermen and passed on by the said attorney: What has become of them or whether there is a record of same the J. H. Mullins is not chargeable, he having done all that was in his power to do in respect to the bond.

The said J. H. Mullins gave no bond at the May meeting, 1905, for the reason that his election did not take place in May, but by reason of the change of the charter of the city, took place at the regular meeting in the month of October, 1905.

Prior to the charter of 1905 it was optional with the officers who had been elected to office to give a personal bond or a bond in a surety company, but when the charter of 1905 was enacted it was required that such bonds should be given in surety companies and that the bond should be certified anew by the board of aldermen annually during the month of May. The charter required that the bonds to be given in a surety company and that the city pay for the premiums on said bonds and by ordinance it was provided that:

"All officers who are required to give bond shall, as soon as elected, be furnished by the city with their respective bonds, properly prepared for execution, and they shall present the same to a finance committee with sureties justified."

It is also required by charter that the bonds of all officers should be passed upon and approved, not only by the board of aldermen, but by the board of Audit and Finance. The respondent, J. H. Mullins, says that no bond was ever tendered to him by the proper city officers prepared for execution, and that this being so he could not give the bond, as the form and tenor of said bond was first to be prepared by the proper city authorities and presented to him ready for execution and that then this bond was to be given in the surety company and the city was to pay the premiums: No bond having been presented to him for execution the said J. H. Mullins could not give bond, and that not only was no bond

presented for execution nor tender of money to pay the premiums on said bond made, but neither the mayor nor the board of aldermen, nor the board of audit and finance, nor the city clerk, nor your honorable board, nor any other officer or agent of the city has ever presented him with the bond ready for execution, nor have they tendered him the money to pay a premium on the bond, nor have they requested of him a bond or asked him for a bond or tendered a bond to be passed upon and certified. The respondent, J. H. Mullins, says that Mr. James A. Briggs, a member of your honorable body, asked your respondent if he had given his bond (this was some time during the year 1907, as your respondent recalls it), when and where your respondent replied that he had not given a bond for that year. Your respondent then went to the chairman of the board of audit and finance and told him that a member of the police commission had asked him if he had given a bond, and further stated that he wanted to give a bond, whereupon the chairman of the board of audit and finance instructed your respondent to go ahead, that it would be all right.

The bond required of the city officers were made for the term of their office, which was two years, so that your respondent should have given a bond in 1905 and 1907, his term of office being for two years. Your respondent is advised and believes that by the terms of the bond heretofore given by him, each bond was given and remained in force for the term of two years and until the successor of your respondent was duly elected and qualified. The failure of your respondent to give a bond for 1905 and 1907 was not due from any desire on his part to disobey the law or to avoid the responsibility for his acts, but arose from the failure of the city to furnish him with a bond duly prepared for execution, which your respondent is advised and believes was a condition precedent to his giving bond and that until said bond was furnished and the fees paid by the city as the law provides, your respondent could not give a bond. That none of these things or acts were done by the city officers and no bond has ever been tendered or required of the respondent by any department of the city or any officer or agent of the city.

Section 2. As to specification second: "That he failed to make a monthly report to the board of aldermen of the fines and costs collected by him,"

"That he failed to make a report to the board of aldermen of the uncollected fines and costs and for which he was responsible,"

Your respondent will answer them together:

Your respondent admits that he has not made a report of the fines collected to the board of aldermen, nor a report of the fines uncollected to the board of aldermen, from the year 1905 to the present date, but he alleges that he has made a proper report to the proper officers of the fines and cost collected by him as is required by law and in order that this matter may be fully understood your respondent will attempt to give a slight history of the charter and ordinance requirements as to these matters. The city charter of 1885 provided:

"That each town and city constable, or any other officer authorized by any corporate town or city to collect taxes, fines, or penalties, shall make a monthly settlement of all monies coming into his hands to the town treasurer or other officer authorized to receive the same."

And the same charter appropriated all fines and penalties imposed and collected under the judgments of the mayor of the city of Raleigh to the exclusive benefit of the city; the ordinance of the city of Raleigh of said date, being Section 4 of Chapter 11, provided:

"The chief of police shall, on Wednesday before the first Friday of each month, render on oath to the city clerk a settlement in total of all monies by him received as chief of police during the preceding month. The statement shall contain the sums received, from whom received, the date of such receipt, from what source or for what purposes, and be accompanied by the receipts of the city treasurer for the full amount collected. It shall be the duty of the city clerk to file such statements among the records of his office. Upon the failure of the chief of police to render the statement as herein ordered, he shall be suspended from duty by the mayor, who shall report such suspension to the board as soon

as practicable, and shall not be reinstated except by a vote of the board of aldermen."

At this time the fees imposed by the mayor's court belong to the mayor and chief of police personally, so that no report as to fees collected was required. By reference to the city charter and ordinances of 1897 it will be seen that the same charter provision and the same ordinance with no material variations, still existed as to the collection of fines by the chief of police and his report of the same. By reference to the charter of 1899 of the board of aldermen and the ordinances of 1900 it will be found that the fines imposed and collected by the mayor's court of the city of Raleigh belong to the city exclusively: That the same records were required to be kept; that the same reports required to be made.

The object of the law in this case was to first appropriate for the exclusive use and benefit of the city of Raleigh, as a revenue, all of the fines imposed and collected by the mayor's court, and this revenue went into the general fund to defray the expenses of administering the city government and affairs. The charter and ordinance required that the chief of police should do certain duties as to the collection of fines and other monies and that he should make monthly reports and settlements of these monies coming into his hands to the board of aldermen and city clerk, because these monies belong to the city of Raleigh. It did not require the cost collected to be reported or accounted for because this cost belonged to the chief of police and the mayor personally. And it required a bond of the chief for the faithful performance of his duties.

In the year 1905 a new charter was passed for the city of Raleigh, which, to some degree, changed the method of administering the city affairs; instead of the chief of police or other officers collecting money belonging to the city, settling and accounting with the city clerk and the finance committee of the city of Raleigh, a board of audit and finance was created and the chief of police and all other officers having money in their possession by virtue of the office belonging to the city of Raleigh were required by the charter enactments to make their settlements with the board of audit and finance which abrogated and done away with the old method of settling with the city clerk and the finance committee. These settlements with the board of audit and finance were governed by many stringent rules and regulations, seeking to enforce a strict accountability of all monies due to the city by the officers having the same in their possession. A new court was established called the police justice court with greatly extended authority and jurisdiction and the chief of police was required to collect the fines and cost that were imposed in city court according to the final judgment of the police justice. Another important change in the charter was made, all officers were taken off of the fee basis and were put upon flat salaries, the charter permitting the collection of fees as heretofore but directly that such fees should be accounted for and paid over into the city treasury, which had to be done under the charter through the board of audit and finance and not through the city clerk and finance committee as heretofore.

And it therefore becomes material to ascertain what monies belong to the city of Raleigh in order to determine whether the chief of police has made reports required by law. The charter of 1905 and 1907 appropriated all fines and penalties and forfeitures imposed and collected by virtue of the judgment of the police justice court to the exclusive use and benefit of the city of Raleigh, and also appropriated all fees collected by the police justice or chief of police to the exclusive use and benefit of the city of Raleigh. Before the enactments of this charter the supreme court of the state of North Carolina in the case of the Board of Education vs. Henderson in the 126 North Carolina Report, page 689, decided that the provisions of the charter in the various towns and the provision of the code relating to all towns, to the effect that the fines collected for the violation of city ordinances by the mayor's court should remain and belong to the exclusive use of such city or town, was unconstitutional, as it appropriated fines imposed and collected for the violation of the criminal, penal or military laws of the state belonging to the school fund. The supreme court held that these monies did not belong to the town

(Continued on Page Two.)

## AN ABATTOIR IS DEMANDED BY THE PEOPLE OF CITY

### Another Dangerous Side of the Meat Question Brought Out

### OPEN WAGONS A MENACE

Meat Hauled From the Slaughter Pens in An Open Wagon is a Source of Great Danger, Says a Physician. Dust, Filled With Germs, Settles on it and is a Ready Means of Infection—People Are Anxious for a Slaughter House and for Competent Inspection of Meats—Crematory Also Demanded—Takes Physical Course to Visit Some of These Places.

There is one feature of the meat business in this city that is especially dangerous to the health of the people if the testimony of the leading physicians of the city counts for anything on the disease question. Said a prominent physician to The Evening Times man yesterday, "There is one side of the meat question that is even more dangerous than anything you have mentioned yet. It is a fact that the fresh meat is hauled in open wagons from the slaughter pens to the market house. The fresh meat is simply thrown into the open wagons and hauled to the city market, probably a mile or more, through the dusty, filthy streets, and there is no care whatever taken to cover up this fresh meat as it is hauled through the dusty streets. All the dust and germs from the street settle on the fresh meat, which is fresh and warm and very susceptible to any germ or dust that strikes it. This forms the simplest and surest way to contract disease in this city. All the germs from the refuse and excretion on the streets rises up as a fine dust and settles on the fresh meat and is the most direct way to contract all kinds of diseases. All meat should be thoroughly covered before it leaves the slaughter pens and care should be taken so that no dust could possibly reach it until it is placed in the refrigerators (?) at the market house."

This from one of the leading physicians of the city. A man who knows and treats all kinds of diseases, and yet we find it to be the case. The old dusty, dirty, filthy, bloody, slimy wagons used to haul the fresh meat to the city from the slaughter pens are open and no covers are used on the meat as it is hauled to the market house. Any person standing on Fayetteville street can see the old meat wagons coming down Fayetteville street in the thickest of the dust (raised by the cars or the street cleaner) filled with this fresh meat that is to go to the nice tables of this city. By the time it reaches the market house it is completely covered with dust from the street, (dust that contains all kinds and forms of disease germs, according to the best physicians in this city) and yet nothing is being done to stop this condition or to make these butchers bring the meat in wagons that are clean and the meat thoroughly covered.

The people of this city are unanimous in their demand for an abattoir where all the meat of the city will be slaughtered and under the inspection of a competent man. This abattoir would insure perfect conditions where the meat is slaughtered and would give the people clean and pure meat. Each butcher could have his animals slaughtered here and all that is left of the animal could either be used or burned and turned into fertilizer. By this means all of the animal would be saved and the meat would be given to the people in a sanitary condition. An abattoir would be a paying investment for the city and would also be a paying investment for the butchers of the city, because the people have never eat any more meat from the filthy pens that now exist. The sprinkling of a little lime on the dirt and filth and rottenness will not be enough. The people have opened their eyes and seen for themselves what they have been eating, and until Raleigh has a modern slaughter house and the people are furnished clean and pure meats under an inspector there will be no more meat sold or eaten in this city.

Public sentiment demands an abattoir.

Public sentiment demands a crematory.

Here is a letter from one of the United States officials here, who has

been investigating the things which The Evening Times has been exposing. The opinion of such men as Mr. Thieszen is worth a lot in such an investigation:

Raleigh, N. C., May 10, 1909.

Mr. J. V. Simms,  
General Manager Evening Times,  
Raleigh, N. C.

Dear Sir: I have read with much interest your articles on the slaughter house and bone yard conditions near Raleigh. The descriptions were such that most people would like to go without meat until a modern abattoir is built, and the meat inspected by a competent person. It takes moral courage to do the work you are doing and physical courage to actually visit the scenes of your writings. I wish that you would go still further and agitate a movement to clean up the back yards, and to abolish all privies in the city limits.

Very respectfully,  
A. H. THIESZEN.

Butchers Lose a Customer.

Mr. Hardesty, steward at the asylum, met The Times man on the street yesterday and warmly commended the work being done by this paper for the cause of health and cleanliness. Mr. Hardesty has in charge the procuring of food supplies for 600 or 700 people. Said Mr. Hardesty: "I would be glad to buy all the meats we use from local butchers. It would help them along, and, incidentally, help the community, for we use a great deal of beef. But I have known for some time that the beef used in this city was prepared for market under unsanitary conditions, and that the use of it was unsafe. We are responsible for the health of a great many people and can't afford to run risks. Because of these facts, I have bought no beef from local butchers for some time and I'm not going to buy any from them until conditions are changed. I'm afraid to."

The fact that a clear-headed business man of Mr. Hardesty's stamp and calibre avoids the local markets and goes to the inconvenience of buying his meat in Richmond and other markets, indicates the pressing need of a change. Mr. Hardesty would prefer to buy his supplies here and thereby keep at home the money which the great institution he serves is sending from the state. From every standpoint, a city abattoir—clean, modern and up-to-date—is an absolute necessity. The butchers themselves, who have been growling and grumbling since The Times laid bare the filth and rottenness of their methods, should be first to welcome the change to better things. Absolute certainty as to the cleanliness of the meat they buy would greatly increase the number of customers in this city and thereby greatly benefit the butchers. Do they wish to line up as advocates and defenders of filth? If that is their wish, it is high time that the city of Raleigh should have a new set of butchers.

## GREAT PROGRESS ON PANAMA CANAL

Washington, May 11—According to advices just received from Colonel George W. Goethals, at the Washington office of the Isthmian Canal Commission, the Panama Canal, at the present rate of progress, will be completed, so far as the excavation is concerned, in less than two more years and three months, or by August 1, 1911.

The total amount of excavation since May 4, 1904, when the United States undertook the work, has been 73,124,849 cubic yards. Of this amount more than one-half, or 38,059,150 cubic yards, has been taken out in the last 12 months. It is estimated that there remains to be excavated 101,541,746 cubic yards. As every form of physical difficulty has been overcome in past operations, it is believed that if the present progress can be kept up the length of time necessary to complete the work is a matter of simple arithmetic.

Concord News.

Concord, May 10—The closing exercises of the Concord graded school are now on. All the town churches were closed yesterday and union services held in central building, which was packed to overflowing. Sermon was preached to the graduating class and school by J. M. Grier, D.D., of the First Presbyterian church. At 10 a. m. today certificates were presented to the 22 boys and girls, by B. E. Harris, chairman of the school board, following the literary address of T. W. Bickett, attorney-general of North Carolina. We had heard much of Mr. Bickett, and were expecting much, but the half had never been told. His subject was "The Dollar and the Man." If Mr. Bickett will go on the platform his fortune is made. He knows and he can tell what he knows as few men can. Trinity scholarship was awarded to L. D. Coltrane, Jr.

## THE HEARING OF MULLINS BEGUN THIS MORNING

### Charges Formally Read and Lengthy Answers Filed by Mullins' Attorneys

### DEFENSE ASKS DELAY

The Hearing of ex-Chief Mullins Begun This Morning at 10 O'clock—Charges Formulated by the Police Commission Formally Read—Answer of the Defendant Read by Attorney Watson—Ex-Governor C. E. Aycock Offers in Evidence Portions of Mullins' Answer and Securities—Defense Seeks Delay—Hearing Continued.

The hearing of the charges against ex-Chief of Police J. H. Mullins before the police commission began this morning at 10 o'clock. The charges were formally read by Attorney Aycock and the answer of ex-Chief Mullins was read by Attorney Watson.

The answer, which was a long one, went carefully over the charges, admitting that Chief Mullins did not give his bond in 1905 and 1907, also admitting that he did not make his reports to the board of aldermen, as required by the charter, declaring that by the creation of the board of audit and finance the law in this respect was made inoperative.

He gave the bond required for his office after his election in 1899 and this bond was kept in force by renewals with the bonding company, approved by the city attorney. The last bond on file was dated 1901. He gave no bond in May, 1905, for the reason that his election did not take place in May, but by reason of a change of the charter, took place in October, 1905. He says that according to the charter of 1905 the board of audit and finance was compelled to secure for him a bond in a bonding company and present it to him and this was not done. He avers that he has made monthly reports of the fines collected and costs imposed to the board of audit and finance as required by the change of charter creating that board. He also declares it a well known fact that many of the fines were uncollected, many of them being reduced or stricken off by the court in the exercise of its discretion.

Governor Aycock offered these sections of the answer in evidence, also various sections of the charter of the city of Raleigh and a section of the revision of 1905, providing a penalty of \$500 for failure to give bond as required by law.

After the prosecuting attorney had ceased speaking Col. J. C. L. Harris asked for time in which to answer the charges laid down by Governor Aycock, claiming that it was the first time that the charges had been made plain and explicit and that all the defense wanted was a chance to answer to the charges. He asked that the stenographer be ordered to write out the charges and allow him time to answer—and not force Mr. Mullins to trial. He said that all he wanted was a fair and impartial trial.

Governor Aycock said that there was no need for delay, that the charges were preferred plainly and explicitly and that all he had done was to present evidence sustaining the charges.

The board then took a recess until 12:15 at the request of Col. Harris.

The hearing was resumed promptly at 12:15. Attorney Watson offered in evidence the answer of Mr. Mullins and the charter of the city under date of 1885; charter and ordinances of 1895; ordinances of 1897; charter of 1899; ordinances of 1900; charter of 1905; charter of 1907; ordinances of 1908. No other evidence was offered and the witnesses summoned for the prosecution were dismissed.

After a consultation between the attorneys for Mullins they offered to submit the case without argument. Ex-Governor Aycock, for the prosecution, agreed to this and it was left to the board to say whether they wished to hear argument in the case. The board decided that they would not hear argument of counsel unless matters arose on which advice was needed.

It was then decided to hold a meeting tomorrow morning at 9:30 o'clock at which time the board will, if possible, announce its decision. The attorneys for both sides will be present and the matter will be finally disposed of.