

FRANK CASE AS AN ISSUE.

Will Figure in Dorsey's Campaign
for Governor of Georgia.

Special to The New York Times.

ATLANTA, Ga., June 17.—That the case of Leo M. Frank is to figure in the Gubernatorial election in Georgia this year was made certain today upon the issuance of the platform of Hugh M. Dorsey, who, as Solicitor General of Fulton County, was the prosecutor in that famous case. Although no names of officials or prisoners are mentioned, it is plain that Dorsey is referring to the action of Governor Slaton in commuting the sentence of the alleged slayer of Mary Phagan at the opening of the declaration of principles on which he seeks the Governorship.

A large part of his platform is given up to a discussion of the necessity of law enforcement and the abuse of the clemency power. In reference to this power to pardon and commute, Dorsey says:

"The Constitution bars the door of the jury room to the Governor when it makes the jury the sole judge of the facts in all criminal cases, and also bars the door of the courtroom to the Governor. The power of executive clemency should never be permitted to punish violators of our laws, and must not be thwarted by any aggregation of citizens who may seek to assume the functions which our whole people have delegated to the courts."

\$1,979 JUDGMENT FOR GEMS.

Mrs. Trepel Wins Suit for Jewels
Lost at Bathing Resort.

When Mrs. Jack Trepel deposited her jewels in an envelope provided by the Deanville Bathing Company on a hot day last Summer while hurrying to get into the surf, she neglected to read a warning printed on the face of it. Unlike most instances, her neglect proved an asset, for she recovered \$1,979 instead of \$25 when the valuables were lost.

Had she read the notice she would have learned that the proprietor accepted no liability for lost property beyond the sum of \$25. Her property was lost, and she commenced suit for the value. Supreme Court Justice Erlanger yesterday granted a motion to award her the amount demanded, holding that there was no proof she had had any knowledge of the restrictive liability clause, as she had signed her name above the warning instead of below. Consequently there was no binding contract the court decided.