NO RECORDS WERE KEPT

LITTLE KNOWN OF FIREMEN WHO ACCEPTED REDUCTIONS.

Hazy Information About Contracts Which Members of Department Signed Years Ago.

The defense of the city in the firemen's claims suit was begun yesterday. Mayor Rowe and City Auditor Devlin were in attendance at the trial; also ex-Mayor Sylvester Pennoyer, ex-Auditor A. N. Gambell, ex-Chiefs of the Fire Department, Joseph Buchtel and T. B. DeBoest, ex-Fire Commissioners Theodore Wygant, Paul Wessinger and others.

W. T. Branch, who was City Auditor during Mayor Mason's first term, testified to the manner of paying salary warrants and concerning contracts signed by some of the firemen to accept less compensation than provided for by the city charter. Mr. Branch also introduced statements prepared by him showing the sums of money drawn by each of the claimants, covering the period in question.

There were 128 contracts, a certain number of them being undated. Plaintiffs' counsel moved that no evidence be allowed on these because of their uncertainty. Counsel said the defense must introduce the particular contracts, and secondary evidence if it became necessary. He understood the signautres could not be proved in some instances.

Judge Frazer said: "They may throw some light on the matter. The City Attorney asserted that all of these men signed contracts, and some of the contracts cannot now be found. If not, the question is whether the defense cannot introduce parole evidence." The motion was denied.

City Auditor Devlin testified that Fire Department claims were approved by the Fire Commissioners, and paid by warrants drawn on the Fire Department fund. He introduced a statement showing the balance or deficit in the fund each month from January 1, 1892, to November 1, 1898. After some discussion the pay-rolls contained in the journal, the copy of a requisition, and a blank warrant were admitted in evidence with the admission that the warrants as drawn have been paid. It was also understood that Mr. Branch shall file a tabulated statement showing the facts contained in the journal.

T. B. Trevett, who served as Fire Commissioner from 1887 to 1894, was called to testify what was done by the Commissioners regarding contracts, when the pay of the men was reduced, under which they were to accept less than the salaries named in the charter of 1892. He stated that the contracts were gotten up, but he had nothing to do with them.

Mr. Long—How were the contracts gotten up?

Plaintiffs' counsel objected, and Mr. Long answered that he would prove they were stolen.

Mr. Gleason—You haven't proven the contracts yet; the witness says he don't know anything about them.

After considerable wrangling between counsel, Mr. Trevett was permitted to answer, and said: "The contract, as I understood it, was drawn up by Mr. J. H. Steffen, the president of the board. We had a habit of making the president do most of the work. I never saw the contract, although I heard it was gotten up. Wygant and Steffen were both Democrats, and run the board to suit themselves."

There was some more wrangling between the attorneys about the admissibility of the evidence, and finally Mr. Gleason remarked: "The record will show what was done."

City Attorney Long—I don't think the city should be mulcted because the board did not put everything in the record.

Attorney Gleason read the section of the charter providing that the Board of Fire Commissioners must keep a record of its proceedings.

Judge Sears—The opinion of the court is that where a record was required to be kept and it was not kept, it would not invalidate a contract.

City Attorney Long—Mr. Trevett, did the board have the matter of contracts up?

Objected to because the record is the best evidence.

Mr. Long (becoming exasperated)—Very well, Mr. Branch, will you take the witness stand and read the record from 1893 until 1898.

Judge Sears—You can't do that; if it is there, you must be able to find it.

Mr. Gleason—I looked through the records yesterday and it is not there; the nearest approach to it is a cummunication from the City Council asking the commissioners to cut down expenses.

The witness was allowed to answer and said: "Not at any meeting at which I was present." Testifying further he said: "I never undertook to investigate to find out if contracts were signed or not. I never had occasion to look it up."

Mr. Gleason—I move to strike all of this evidence out. It don't amount to anything.

Judge Sears—Then why do you want to strike it out?

Mr. Gleason—It makes so much more work for the reporter in making up the record.

Theodore Wygant, the next witness called, testified that he was one of the Board of Fire Commissioners from 1892 to 1894.

Mr. Long—Do you remember the circumstances attending the changes of salaries?

"I don't remember the details."

"How was the attempt made to obviate the law?"

Mr. Gleason—I object; how can a law be obviated or evaded?

Mr. Long—What did you do to overcome the law with reference to making a contract with these people?

Mr. Paxton, of plaintiffs' counsel—I renew the objection; the record is the best evidence.

Judge Sears—Assuming there is nothing in the record, the objection is overruled.

Mr. Paxton—I request counsel to make the question more definite, what "people." There are some in this list who were not in the department at that time.

Mr. Long—Engines Nos. 1 and what was done?

"We authorized the City Attorney, president of the board, and Chief of the Fire Department to make contracts with the men to take less."

"What was done with reference to preparing contracts?"

"I don't remember, now. I didn't see the contracts when they were signed. My recollectiton is it was all arranged; Mr. Steffen, I think, told me."

"Did you continue to keep up the contracts?"

"I don't know; the details were all left to Mr. Steffen and the Chief."

George L. Curry, who was secretary of the Board of Fire Commissioners under Mayor Pennoyer, testified regarding the 128 contracts offered in evidence, and that he found them in the office when he was there on top of a safe. Another contract containing a number of names was missing, and was afterwards sent to him by mail, by whom he did not know. This last contract refers to claims recently paid under a decision of the Supreme Court. Under the decision of Judge Shattuck in that case it made no difference whether it was missing or not, as Judge Shattuck held that the contract was without consideration and therefore void.

Paul Wessinger, one of the members of Mayor Pennoyers' first Board of Fire Commissioners, testified that he served but three weeks and attended but two meetings. The commission took up the question of fixing salaries below the charter rate, and agreed to keep the full force and request the men to accept the reduction. How that was carried out he did not know. He did not know anything about contracts.

Mr. Gleason objected to the testimony of the witness for the reason that the records show what was done in fixing a scredule of salaries by a resolution, "and which," the attorney took occasion to remark, "the Supreme Court held void."

H. H. Holmes, who was secretary of the Board of Fire Commissioners from 1894 to 1896 testified that he saw a roll of contracts in the office, but could not remember the names. He did not recollect preparing any contracts during his term for new men. The contract was handed to the district engineers to get the men to sign, and he supposed it was done.

Decisions Today.

Judge Bellinger will render decisions in the following cases this morning at 10 o'clock:

Ames & Harris vs. R. L. Sabin, on demurrer to bill of complaint.

Kaupisch Creamery Company, bankrupt, on review of order of referee in the matter of claim of G. G. Wickson & Co.

Beaver Coal Company, bankrupt, on review of order of referee in the matter of claim for Sheriff's fees.

Promises to Be Drawn Out.

In the United States Court yesterday C. E. S. Wood and Judge Thomas O'Day, counsel for complainants, were still going on with the opening argument in the case of Altshul et al. vs. the Columbia & Southern Railway Company. As they had a large table covered with books to quote from, there was no means of judging when they would be through. Messrs. Snow and McCamant, counsel for defendants, were on hand also with a table full of books, waiting for a chance to have their say in the case, and as they are pretty good single-handed talkers, the court may be considered as engaged for the remainder of the week, and it is a question whether the closing argument of complainants' counsel can be concluded within the week.

Court Notes.

The John W. Holman will contest case, recently decided in the County Court, has been appealed to the State Circuit Court by the contestant.

Claude Thayer was appointed administrator of the estate of his mother, Samantha C. Thayer, deceased, valued at $5000. He is the only heir.

In the United States Court yesterday a demurrer to the bill in the case of the Eagle Bicycle Company vs. Mitchell, Lewis & Staver was set for hearing on March 5.

United States District Attorney Hall has filed complaints in two more cases of the United States vs. the Southern Pacific Company, to settle the title to lands located by settlers, which the Southern Pacific claims as indemnity lands. This makes five cases of this kind in all lately commenced.

ORGAN RECITAL.

Clarence Eddy in a Programme Made Up of Unfamiliar Numbers.

Clarence Eddy gave an organ recital at the First Baptist Church last evening which attracted a fair audience. Mr. Eddy enjoys the reputation of being one of the finest organists in this country and his previous visits here have always been received with the attention and discrimination that is due to an artist of his standing in the musical world. If his auditors of last evening lacked warmth and enthusiasm, it was due to the selection of his programme which, while undoubtedly arranged to suit his abilities and technique, was almost entirely new and unfamiliar to the general musical public. It is true there were one or two familiar numbers, and these received most pronounced recognition.

From an artistic standpoint his playing was faultless, and his marvelous manipulations of the stops, and his wonderful use of the pedals showed him to be the artist in the fullest sense.

The "Allegro cantabile and toccata" brought out a wealth of beautiful harmony and expression, and it was here, perhaps, that he showed his sympathetic qualities at his best.

The "Theme, Variations and Finale," from Louis Thiele, which was reserved for the last number, was handled in a masterly manner, and with consummate skill. If some of the movements may have seemed blurred, it was possibly due to the instrument, rather than to the organist.

Pleasant Home Notes.

The drama entitled, "Millie, the Quadroon; or Out of Bondage," for the benefit of the Orient school, will be given at the G. A. R. Hall, Saturday evening next.

Improvements in the building line are making in all direction. Robert Mason will soon have a building for a blacksmith shop finished, after which he will put up a residence for his family. E. M. Carpenter has bought a lot, and will have a cottage erected on it at once. J. L. Chase and Orlando Zeek will plat a portion of their land for town lots and start a town. County Surveyor Hurlburt has been engaged to do the surveying. The prospects for a considerable town at Pleasant Home are considered good.

TRY GRAIN-O! TRY GRAIN-O!

Ask your Grocer today to show you a package of GRAIN-O, the new food drink that takes the place of coffee. The children may drink it without injury as well as the adult. All who try it, like it. GRAIN-O has that rich seal brown of Mocha or Java, but it is made from pure grains, and the most delicate stomach receives it without distress. ¼ the price of coffee. 15c and 25c per package. Sold by all grocers.

LOOKING FOR NEW ROAD

TACOMA EXPECTS ANOTHER LINE TO PORTLAND.

One That Is Now Under Construction From Puget Sound City Southward May Prove a Link.

Tacoma people are looking confidently for a new railroad between Portland and Puget Sound. The activity of Allen C. Mason, who was Mayor of Tacoma and one of the wealthiest and most prominent citizens in the boom years of 1888-9, is the basis of much of that hope. He is the head of the Washington & Oregon Railroad Company, the concern which is trying to condemn the old grade of the Portland & Puget Sound line between Portland and Kalama. But for whom Mason is acting in this enterprise is as much a mystery in Tacoma as it is in Portland. So carefully does he guard the secrets of his company that he writes all his important letters with his own hand and keeps the copies locked in a safe. A well-informed Portland man ventures the opinion that the letters that are so carefully guarded are addressed to President Mellen, of the Northern Pacific, and that they pertain to interests of the Northern Pacific Railroad. If this is true it is not, of course, the purpose of that corporation to build another railroad between Portland and Puget Sound, and hopes of any such result from it are clearely baseless.

Another line that Tacoma citizens are watching with much interest is the Tacoma Eastern, which is now under construction southward from that city. It was begun by an energetic promoter named Hart, before the panic of 1893, but he was forced to abandon it after building four or five miles. Fourteen miles of track on this line have now been laid, and construction is still going forward, though there is no announcement of the mileage to be built this year. The Tacoma Eastern Railroad and Nisqually Coal Company, which owns valuable coal fields on the Nisqually River in the extreme southern part of Pierce County, are controlled by the Ladds, of Portland. Edward Cookingham is the manager of the railroad. He says it is a well-built, standard-gauge line that is yet merely a logging road, but is aiming for the Nisqually coal field, which is some 50 miles southeastward from Tacoma, and is naturally tributary to Puget Sound.

The Columbia Valley line is now struggling for right of way between Vancouver and Kelso, Wash. From that point it is apparent a rich country is accessible in the Upper Cowlitz Valley, and then it would be but a step over the divide to Nisqually to connection with the Tacoma Eastern. And that would form a through line to compete with the Northern Pacific between Portland and Puget Sound. It would also give outlet to valuable natural resources, timber and minerals, that are only awaiting transportation facilities for their development. This would open the country between the present railroad line and the Rainier forest reserve.

REV. DR. ARTHUR J. BROWN

FORMER PORTLAND PASTOR WHO ARRIVES TODAY.

MELLEN COMING TO PORTLAND.

Says Northern Pacific Has No Interest in Washington and Oregon.

TACOMA, Wash., Feb. 27.—President Charles S. Mellen, Vice-President Hannaford and Chief Engineer McHenry, of the Northern Pacific, arrived in Tacoma today on their annual inspection tour. Mr. Mellen says the company will soon begin the erection of large wheat warehouses, coal bunkers and freight sheds on the east side tide flats, to care for the rapidly increasing business. Plans have been prepared and the contracts will be let as soon as the land is filled in. The Northern Pacific, he says, has no interest in the Washington and Oregon company.

The party will remain here until Friday, then spend one day at Everett, going thence to Portland, and returning East over the Idaho lines.

Washout in Baker County.

BOISE, Idaho, Feb. 27.—By the washing out of a bridge on the O. R. & N. at Burnt River, traffic on the line is interrupted. The conditions are such that they cannot transfer, and there will be no through train until tomorrow evening. All trains were stopped today, but the Oregon Short Line is running specials east from Huntington.

(The interruption was not so serious, apparently, as the foregoing dispatch would indicate, for no train was delayed more than two hours by it. The train due this morning was only an hour late last night. The bridge was speedily repaired and the track is clear.)

Shaniko to Prineville by Daylight.

General Passenger Agent Craig, of the O. R. & N., has received notice of the inauguration of a daylight stage service between Shaniko, the Southern terminus of the Columbia Southern, and Prineville. The stage leaves Shaniko at 6 A. M. on Mondays, Wednesdays and Fridays, and leaves Prineville on the return trip at 6 A. M. Tuesdays, Thursdays and Saturdays, getting over the 55 miles by daylight. The regular stage leaves every evening at 6 o'clock, as heretofore.

Homeseekers West Bound.

OMAHA, Neb., Feb. 27.—The tourist rates to the Pacific Coast and the Northwest on all roads leading to that country have been the means of inducing a great number of Eastern people to journey toward the Coast. Those who started from Chicago and Eastern points yesterday arrived in Omaha today and for a few hours the union station was crowded with tourists of all nationalities and classes. The majority of the passengers are going with the intention of remaining in the West, where they hope to find homes and employment.

Railroad Notes.

E. E. Ellis, general agent of the O. R. & N. at Seattle, was in Portland yesterday.

The order has been placed by the Nevada-California-Oregon Railroad Company for two passenger coaches and two combination baggage and mail cars.

J. Buckley, ticket agent of the Erie Railroad in New York City, is spending a few days in the city. He is accompanied by his nieces, Miss Louise B. Brown and Miss Elsie W. Johnson, of New York.

Industrial Agent Judson, of the O. R. & N., has just returned from the company's experiment farm at Walla Walla, and says all the Fall-sown grain is in excellent condition.

Harvey E. Lounsbury, traveling freight agent of the Southern Pacific, is out again after a season with typhoid fever, and for a while he will have the desk of Charles A. Malboeuf, in the general office, and Malboeuf will take outside work. He went out yesterday on his first trip up the valley.

EAST SIDE NEWS.

Death of J. L. Shute, a '49er to California—Notes.

J. L. Shute, a well-known resident of the East Side, and a '49er, died at his home on the corner of Grand avenue and East Mill street, yesterday, after a brief illness. Saturday he was able to be out and seemed in fair health, but he was taken down Sunday with chills and serious complications soon followed. He had been a resident of Stephens' addition for something over 20 years, and had become an East Side landmark. He was born August 12, 1828, in the East. In 1849 he arrived in California with the great rush of miners to the Golden State, where he remained a number of years, when he came on to Oregon. After arriving in this state he spent several years in the mines of Idaho, Montana and Eastern Oregon, and then came to Portland. He bought some land of James B. Stephens and built the house in which he died, and also the two-story building which stands on the corner of East Sixth and Mill streets. In the early days of East Portland, Mr. Shute became a candidate for City Auditor, being elected by three plurality. After his term of office expired he retired from politics. He was a man of integrity and respected in the community. His life on this Coast was full of stirring incidents, but he rarely could be prevailed on to relate any of his experiences. A wife survives him, but no children. He has a sister, Mrs. Bolton, in Seattle. The funeral will take place Sunday afternoon at 2 o'clock from Dunnings', under the auspices of Washington Lodge, No. 46, A. F. & A. M.

Death of Peter Stephens.

Peter Stephens, a well-known resident of Pleasant Home district, died Tuesday at his home after a lingering illness of tumor on the brain. Mr. Stephens made his home in that neighborhood many years ago. He moved away for a few years, but recently returned with his wife. They had just finished a new house and moved into it, but his health had been failing ever since he moved back. He was a brother to Jiles G. Stephens and the late Ivan Stephens. He was 45 years old. A wife survives him. The funeral will take place this afternoon from the Pleasant Home Church under the auspices of Camp No. 441, Woodmen of the World, of which he was a member.

Missionary Meeting.

An all-day home missionary meeting will be held today at Central Church, corner of Russell and Kirby streets, Albina. Most interesting programmes have been arranged; the morning and afternoon sessions opening respectively at 9:30 and 1:30.

East Side Notes.

John Jacob Kaiser died yesterday at the Good Samaritan Hospital. He was 58 years old and a pioneer of Oregon, but nothing could be learned of his history. The funeral will take place Sunday.

James W. McKnight, a well-known pioneer, living at 231 East Sixth street, has been seriously ill at his home for some time. A few days ago he had a fall and since then has been confined to his bed, but it could not be determined how seriously injured. He now seems improving.

The plank roadway on Powell between East Eleventh and East Twenty-first streets is so badly broken up as to be almost impassable for loaded wagons. In front of the Webfoot hose house, between East Eighteenth and East Nineteenth streets, the plank is torn up in places leaving the street in a wretched condition. The roadway is beyond repairing.

The Archaeology Society, of Cleone, has secured a fine elk head, which has been hung in the hall of the society as a hat-rack. It is from an elk that was killed near Mount Hood by Charles Taylor, of Portland, several years ago. He gave it to H. Stone who kindly loaned it to the society. It is a fine head with wide spreading antlers. Several pestles, sinkers and mineral stones were received.

Dr. Wise, room 614, The Dekum.

DAILY CITY STATISTICS.

Marriage Licenses.

William Scheurer, 34, Emma Harder, 25.
Arthur B. Crosier, 22, Kasiah Wiles, 22.

Birth Returns.

February 14—Girl, to the wife of R. B. McCaulay, 640 East Eighteenth street.
December 30—Boy, to the wife of E. L. Piellan, Giles avenue.
January 5—Boy, to the wife of Pat J. McMahon, 430 Harrison street.
February 25—Boy, to the wife of David Hunt, 507 Columbia street.

Death Returns.

February 25—Sarah F. Seibert, 53 years, 1039 Belmont street, paralysis.
February 25—James L. Smith, 63 years, died at Newberg; septicemia.
February 25—Charles R. McKay, 72 years, 631½ Washington street; la grippe.

Contagious Diseases.

Bally Fox, corner East Sixth and East Caruthers, measles.
Nevina Woodcock, 258½ Fourteenth street, measles.
G. Cardwell, Mechanic street, measles.
Theerkel boy, Thirteenth and Burnside streets, measles.
Claude Lancaster, 210 East Seventh, diphtheria.
Paul Walter, 364 East Harrison, measles.
Charles Gilee, 68 East Eighth street; chicken-pox.
Boy of Mr. Garner, 5 East Twenty-seventh, scarlet fever.

Real Estate Transfers.

Sheriff, for Joseph Siee, to W. E. Pittinger, lots 10 and 11, block 51, Sellwood, February 25 ..... $200
The Hawthorne estate to Mary Eleanor Tresham, north half of lots 11 and 12, block 16, Hawthorne's First Addition, February 25 350
Portland University Land Co. to Jeannette Webb, lots 11, 12 and 13, block 44, University Park, February 25 281
Samuel Colson, administrator, to Charles R. Secor, lots 3, 4 and 5, block 3, P. J. Martin tract, October 30, 1900 90
Sterling Land Co. to the Investors' Mortgage Security Co., lots 7 and 8, block 2, Doscher's Second Addition, February 25 1
William H. Dobyns and wife to Virginia E. Dobyns, south half of lot 11, block 25, Albina, January 19 500
John Swener to Mary A. Swener, lot 4, block 33, Multnomah, March 16, 1896 1
P. L. Willis to A. L. McCully, lot 1, block 4, Central Park, and W. ½ of NE. ¼ and E. ½ of NW. ¼, section 34, T. 1 S., R. 2 E., June 27, 1898 550
William R. Davis to Amanda M. Perkins, lots 9 and 10, block 14, Woodlawn, February 27 725

MISS MARY—What can the matter be,
Miss Anna Blair?
You sit here with such a wild look of despair,
Your collar all crumpled,
Your skirt is all torn,
Your hat is on crooked,
You look quite forlorn.

MISS ANNA—What can the matter be!
how can you ask?
My wheel there all broken,
And a twist in my back.
Dear me, what luck if I'd taken advice,
And bought me a Rambler as you did last night.

MISS MARY—You'd have saved money, this worry and pain,
And blest Merrill over and over again.

Josie Michael, Montavilla, Or. No. 22 for competition.

QUARTZ MILL IN COURT

IT WAS LOCATED ON GOVERNMENT PROPERTY.

Question Involved Is Whether Machinery Goes With the Land Which Was Later Located.

BAKER CITY, Feb. 27.—An interesting legal contest is soon to be heard in the local courts, involving the property of a quartz mill located on Government land. The point is brought out in a case wherein P. Basche brings action of replevin to recover from the California Consolidated Gold Mining & Milling Company possession of a boiler and some other machinery. The history of the case is as follows:

Henry J. Cable, Johanna and Bessie F. Cabell owned the Oregon and California quartz claims in Cable Cove. One W. J. Conners took a bond on the property, or rather a conditional sale was made to him of the mining claims. One of the conditions was that if the property reverted to the original owners because of failure of Conners to meet payments, improvements were to go with the claims, but the 10-stamp quartz mill which he agreed to erect was excepted. Instead of locating the mill on one of the claims, it was constructed on Government land near the line, through ignorance of the exact boundaries, or purposely. Conners assigned his interests to the Gold Star Gold Mining & Milling Co. This concern became involved and gave Mr. Basche a mortgage on the mill and machinery. Later this mortgage was foreclosed, but before foreclosure proceedings, Henry J. Cable had taken up the land on which the mill was situated as a quartz claim, naming it the Winning Hand. The interests of Mr. Cable and Johanna and Bessie F. Cabell passed to the California Consolidated Gold Mining & Milling Company. Under these rights the company moved the boiler from the Winning Hand to the Oregon claim, where a deep crosscut was started. Action is being brought to replevin it.

Questions Involved.

The questions involved are whether a mill left thus on land belonging to the Government is realty and passes with the land, or is personal property; and also whether Henry J. Cable's agreement that the quartz mill should not pass with the claims should they revert to the original owners, estops him or his assigns from taking possession now. The argument made in the court yesterday by Attorneys J. L. Rand and N. K. Richards was to the effect that the California company now owns the boiler and can possess it, while Attorneys W. F. Butcher and F. L. Moore held that the real property right rested in Mr. Basche and he is entitled to possession. A motion made to strike out portions of the reply was denied, and Judge Clifford deemed the matter contained evidence for a jury. The case will be heard on other portions of the reply before going to trial.

IMPORTANT DECISION.

Interpretation at Baker City of Smith Mining Law.

BAKER CITY, Feb. 26.—In the case of Baisley vs. Giffin, now pending in the Circuit Court, Judge Clifford yesterday made a ruling that will be of interest to miners, as it is one of the first interpretations of certain features of the Smith mining law now governing all mining litigation in the state. The method of proceeding in case of ejection was the point. The Smith law repealed all former provisions, requiring such measures to originate in a Justice Court.

It was undecided whether the new method of procedure applied only to such cases as originated from claims located under the Smith law, or also applied to claims located previous to enactment of this law. At first Judge Clifford was disposed to think the new procedure did not apply to any claims located before the present law took effect, but after studying the amendment passed in 1899, concluded differently. Under the first Smith law passed, it was provided that "all claims located in such manner" should be litigated according to the new provisions. The reference "in such manner" contemplated only quartz claims, and as the old laws had been repealed, placer claims were left in the air. Fortunately Senator Smith discovered this deficiency before the matter was brought out in courts, and hastened the amendment at the 1899 session of the Legislature, which reads, "all mining claims, quartz or placer."

Judge Clifford thought by the first law it was intended to have only such questions as arose from locations made under the new law tried according to the new provisions, but when the amendment specified "all," he concluded the measure was intended to be sweeping. He also concluded that ex post facto objections did not apply against invoking the new provisions in cases arising from claims located before the enactment of the present law, as the new law merely related to procedure and did not affect the rights or interests of the possessor.

RICH GOLD FIND.

Pocket in Southern Oregon Which Yielded Over $400.

GRANT'S PASS, Or., Feb. 27.—Schrimpf brothers were in town yesterday from their claim on the Applegate River, and brought with them the results of a recently discovered pocket, which yielded over $400. Mr. Schrimpf picked out $50 in nuggets with the point of his candle-stick, and carried out two pans of dirt which yielded over $350. This is the fourth pocket they have found this winter.

Quotations of Mining Stocks.

SPOKANE, Feb. 27.—The closing quotations for mining stocks today were:

	Bid.	Ask.		Bid.	Ask.
Amer. Boy	10¾	11¼	Mtn. Lion	21	29
Blacktail	10	10½	Morn. Glory	7	7½
Butte & Bos.	1½	2½	Morrison	7½	8½
Crystal	3¾	4½	Prin. Maud	1½	2
Conjecture	28	31	Quilp	28	31
Deer Trail	2¾	3	Ramb. Car	29	30½
Dewey	2¼	3	Republic	40	46
Evening Star	5½	7¼	Reservation	2½	3½
Gold Ledge	2	2¼	Ross. Giant	3¾	3¾
I. X. L.	18	20½	Sullivan	12¾	13½
Iron Mask	35	41	Tom Thumb	13¾	14¾
L. P. Surp	7¾	7¾	Waterloo	2¾	3½

SAN FRANCISCO, Feb. 27.—The official closing quotations for mining stocks today were:

Alta	$0 02	Mexican	21
Alpha Con	2	Occidental Con	3
Andes	6	Ophir	75
Belcher	12	Overman	12
Best & Belcher	21	Potosi	15
Bullion	2	Queen	2
Caledonia	61	Savage	12
Challenge Con	17	Sep. Belcher	1
Chollar	8	Sierra Nevada	30
Confidence	70	Silver Hill	48
Con. Cal. & Va.	1 70	Standard	4 05
Crown Point	11	Union Con	22
Gould & Curry	20	Utah Con	6
Hale & Norcross	16	Yellow Jacket	19
Justice	2		

NEW YORK, Feb. 27.—Mining stocks today closed as follows:

Adams Con	$0 20	Little Chief	$0 14
Alice	40	Ontario	7 25
Breece	1 40	Ophir	70
Brunswick Con	27	Phoenix	8
Comstock Tunnel	5	Potosi	12
Con. Cal. & Va.	1 50	Savage	10
Deadwood Terra	50	Sierra Nevada	25
Horn Silver	1 15	Small Hopes	65
Iron Silver	65	Standard	4 20
Leadville Con	6		

BOSTON, Feb. 27.—Closing quotations:

Adventure	$ 13 75	Humboldt	$ 37 50
Bing. M. Co.	21 00	Osceola	88 00
Amal. Copper	91 87	Parrot	50 00
Atlantic	35 00	Quincy	170 00
Boston & Mont.	327 50	Santa Fe Cop	7 75
Butte & Boston	84 00	Tamarack	333 00
Cal. & Hecla	858 00	Utah Mining	3 75
Centennial	23 37	Winona	7 00
Franklin	24 00	Wolverines	55 75

Maccabees' Auxiliary Open Meeting.

The public meeting given Tuesday night by Maccabee Auxiliary Lodge, No. 5, L. O. B. B., was well attended. A well-prepared programme was rendered. "Purim," by Jacob Rein, and a recitation by William Ballacoskie were very ably given. The debate was on the question, "Resolved, That a constitutional amendment be secured by which United States Senators would be elected by the direct vote of the people." The affirmative was supported by David N. Mosessohn and Abe Friedman; the negative by Jacob Lauterstein and Louis W. Buchner. The judges were Messrs. Otto J. Kraemer, Rosenthal, Gevurtz, Ostraw and Shapirer, who rendered the decision in favor of the affirmative. The debate was followed by a lecture by Rev. Dr. Stephen S. Wise, entitled, "A Jewish Martyr of the Second Century; Judea's Last Uprising Against Rome." The programme concluded with a musical selection on the piano by Louis Buchner. The hall was crowded and the meeting proved an undoubted success.

Mr. Fulton Explains.

ASTORIA, Or., Feb. 27.—(To the Editor.)—In The Oregonian of this date, under the title of "Mr. Fulton's Strange Mistake," one Mr. "A." takes me to task for an alleged statement of mine at the banquet last Monday evening. Doubtless everybody, excepting Mr. "A.," knew, when they read the account to which he refers, that aon error in printing or reporting had been made. However limited my knowledge of the political history of our state may be, in view of the fact that I was a member of the Legislature of 1878 it is not likely that I would assert that I then assisted in the election of Mr. Nesmith. When I read the published account of the banquet and the reference ot my remarks, I assumed that everybody would know that either the printer or the reporter had made a mistake, and therefore I did not give the matter a second thought; but at that time I was not aware that Mr. "A." had arrived in Oregon, otherwise I should have lost no time in submitting a full and complete explanation, accompanied by maps and detail drawings.

What I really said on the occasion referred to was that in 1878, being a member of the Legislature an dthe Republicans being in the minority, and Mr. Nesmith being, among others, discussed as a candidate, I went to some of his supporters and assured them that Mr. Nesmith could have my vote whenever it would aid him. That is all I said. I did not explain that Mr. Slater was nominated by the Democratic caucus, and that consequently Mr. Nesamith's name did not come before the joint assembly, for I assumed that everybody knew that. But I have learned that it is very rash, indeed, to assume that everybody, Mr. "A." included, knows anything.

C. W. FULTON.

MOUSE IN A MEAL TUB.

No More Premiums on Street Improvement Bonds.

The Bancroft bonding act was brought up in the late Legislature for the amendment of a defect whereby the taxpayers were required to pay the interest on money borrowed by property-owners who bonded their property for street or sewer improvements. The amendment was made, but while the bill was before the Legislature some one thought further to improve it, and it seems overdid the business. In section 4 of the amended bill there was inserted the following:

Provided, the right to take up and cancel such bond or bonds, upon the payment of the face value thereof, with accrued interest, to the date of payment, at any semi-annual coupon period at or after one year from the date of such bond or bonds, shall be, and hereby is, vested in the city issuing such bond or bonds. Notice stating that certain bonds are to be taken up and canceled as aforesaid, and that interest thereon shall cease at the interest payment period next following, shall be published in a newspaper printed and published and of general circulation in the county where such bonds are issued, not less than twice during the month preceding said semi-annual period, and after said semi-annual period interest upon the bonds designated in such notice shall cease.

The city has been receiving a premium on these bonds—seven per cent on the last lot, and sometimes more. The new amendment makes the bonds "call" bonds on which no one is likely to offer a premium. It was gotten through in the interest of some one, but not in the interest of the city.

What the Tariff Does.

Chicago Chronicle.

It is no secret that the Carnegie company is charging $26 a ton for steel rails at Pittsburg when the rails are purchased for use in this country, but is delivering the same rails at the seaboard for export for $23 a ton. Our tariff enables the Carnegie Company to make this discrimination.

It is no longer necessary to take blue pills to rouse the liver to action. Carter's Little Liver Pills are much better. Don't forget this.

NOTHING EQUALS IT.

For the Cure of Catarrh.

A physician, now retired from practice, but who still keeps abreast of the times, in speaking of the advance made in medicine in the last 10 years, says:

"One of the most obstinate and baffling diseases is the very common trouble, catarrh.

"Nasal catarrh is only one of its many forms; catarrh of the throat, catarrh of the stomach, bowels, liver and bladder are very common, but the sufferer usually thinks it is something else than catarrh and is treated for the wrong disease.

"The best and most successful treatment for any form of catarrh is now admitted to be by internal remedies through the stomach and the safest and probably the most efficient is in the tablet form, sold by druggists as Stuart's Catarrh Tablets.

"I have seen many remarkable cures of catarrh resulting from regular daily use of these tablets, which seem to act on the blood and liver, driving the catarrhal poison out of the system through the natural channels.

"I once had occasion to analyze these tablets and found them to contain no cocaine nor opiates, but simply a combination of harmless antiseptics like eucalyptal, guaiacol, blood root, etc.

"At any rate I have known of severe catarrhal headaches which were cured by Stuart's Catarrh Tablets, and catarrhal deafness, hay fever, asthma and catarrh of the throat and stomach speedily show great benefit after a few days' use of the remedy and when it is remembered how much more convenient a tablet is than inhalers, douches, salves and powders it is not surprising that this new preparation should so rapidly supplant all other remedies for catarrh."