

# OLDS, WORTMAN & KING

## 1901 Spring Millinery



First showing of early Spring Styles in Women's Headwear and particular introduction of our

**SMART \$4.98 HATS.**

A collection very broad and satisfying

Hats combining elegance, fashion and practicality. Reproductions of chic Parisian models, all made in our own workrooms by our most skillful trimmers. The distinctively original designs remove the obstacle of duplication. They are made of straw, braid, fancy net ribbons, flowers, etc. \$8.00 for a hat of equal value would be considered a fair price if sold elsewhere. For the top-notch of style at a medium price 'twill be difficult to find their equal, our price \$4.98 being based alone on the value of the materials used.

### A LARGE SHIPMENT OF NEW SPRING WALKING HATS NOW READY

A profusion of the latest creations for street and general wear. See window display for hints. The true merits can be seen only by visiting our millinery parlors. Second floor; take elevator.

## TWO NEW MEMBERS

### Port of Portland Board Now Complete.

#### C. F. SWIGERT AND C. F. ADAMS

Charles E. Ladd telegraphs his resignation from California—Permanent Organization Will Be Effected Next Friday.

Charles E. Ladd resigned yesterday as a member of the Port of Portland Commission. His vacancy and that of T. B. Wilcox were filled by the election of Charles F. Swigert, secretary and treasurer of the City & Suburban Railway Company, and Charles F. Adams, president of the Portland Gas Company, and secretary of the Security Savings & Trust Company.

The members of the Port of Portland Commission assembled yesterday afternoon, and there was considerable button-holing of commissioners from outside sources. As Chairman Hughes called the meeting of the members to order, he received a note, which he read, then exclaimed: "There, I have received a summons from a very prominent man." The commission assented to his absence, and he returned saying: "Well, my mind's made up. I stand where I did yesterday, in favor of the appointment of Mr. Swigert and Mr. Adams."

He meditatively blew some smoke from a half-lighted cigar, and faced the commission: "Well, gentlemen, as Mr. Banfield prophesied, we have received some news since yesterday. There, read that," and he dramatically handed over a telegram. It was as follows:

Del Monte, Cal., March 5.—Assistant Secretary E. T. C. Stevens: I beg to advise I decline to serve as a member of the Port of Portland Commission. I have been thinking of the mystery of Monday's meeting had been Commissioner Banfield's fight for postponing permanent organization, on the ground that he had inside information that something was going to happen in 24 hours. His mysterious air had aroused the curiosity of the Commission. What was going to happen? Banfield refused to answer.

When the telegram was read yesterday Banfield wore a mild I-told-you-so look, while the other Commissioners looked relieved.

"You were right, Mr. Banfield. Something did happen," said Mr. McCracken. "That it did, Mr. Banfield," chimed in Commissioner Reilly.

"And we didn't lose anything by the delay," said Banfield, pleased at the congratulations and relieved sufficiently to relight a half-smoked cigar. "We're now ready for business."

"And that business is the election of new Commissioners," wedged in Chairman Hughes. "I was perfectly frank at the last meeting in stating that I had conferred with prominent citizens, and that they recommended Messrs. Swigert and Adams. I feel grateful to those gentlemen for saving the bill, and I believe the appointments will be excellent, and so regarded by the public."

"In with you," chimed in Reilly. "I second the nomination," said Mr. McCracken, nodding his head appreciatively. "They are excellent men."

Messrs. Swigert and Banfield approved, and a motion was made closing the nominations. Selling, however, insisted that the vote should be by ballot, even if the board was unanimous, because it might set up a bad precedent.

"Every member should have the privilege of voting by ballot, and voting no if he wants to," said Selling. "Now, isn't that too bad?" said Mr. Stevens, to the Commission. All five assented.

An effort was made to secure the new members and to proceed with the permanent organization. Assistant Secretary Stevens telephoned for the two. Mr. Swigert was found to be in Seattle. "Now, isn't that too bad?" said Mr. Stevens, to the Commission. All five assented.

## WAS NOT AN EMBEZZLER

### EXTRADITION PAPERS REFUSED FOR ELI FRANK.

#### Judge Bellinger Held, Under Laws of Oregon, Defendant Was Partner With Complainants.

Judge Bellinger rendered a decision yesterday denying the application for the extradition of Eli Frank, and ordering him discharged from custody. Frank, who is now a resident of Portland, was arrested about a week ago on complaint of Lenz & Leiser, of Victoria, who charged that while in their employ, he had embezzled some \$10,000.

The facts in the case, as shown in the hearing before Judge Bellinger, were that an agreement was entered into between Lenz & Leiser, S. G. Spence and Frank by which Frank and Spence were to sell goods for the firm in Dawson under the name of Spence & Co., and Frank was to share in the profits, but there was nothing said about the losses. This arrangement, the court held, constituted Frank a partner, and, therefore, according to the laws of this state, he was not guilty of embezzlement, and, therefore, could not be extradited.

The decision was a lengthy one, containing quotations from the testimony taken in the case, and entering into the law relative to extradition cases.

Counsel for defendant questioned the authority of the agent claiming to represent the Provincial Government, and alleged that defendant had an interest as a partner in the funds which he was charged with having embezzled. The salient points in Judge Bellinger's decision were:

"I am satisfied that the authority of the agent of the Provincial Government of British Columbia is sufficient to warrant the extradition of the defendant, if the evidence, under the laws of this state, be deemed sufficient to sustain the charge. There is room for question, under the facts, as to the jurisdiction on which the alleged conversion took place, but as to this, I am of the opinion that the failure to turn over the money to Lenz & Leiser at the City of Victoria, within a reasonable time after his return from Dawson, is sufficient to warrant an inference of conversion by the defendant to the fund in question.

The firm of Lenz & Leiser seems to have had considerable doubt upon this question, if not upon that of partnership, inasmuch as the proceedings were not instituted until a period of six months had elapsed from the time when the defendant arrived in Victoria, during one month of which time the defendant Frank was in and about the City of Victoria, and in the place of business of Lenz & Leiser. It appears that during this time the defendant endeavored to have what his attorneys call a settlement of the particular matter in question, and employed attorneys to that end; and that the firm on its part consulted attorneys, whose advice seems to have left the matter of the defendant's criminality one of doubt.

"The material question to be considered is, Are the facts in the case sufficient to sustain the charge made? The treaty provides that the evidence of criminality must be shown according to the laws of the place where the fugitive so charged shall be found. It is conceded that in this state, upon the principle of common law, the general rule is, that the ownership of the property alleged to have been embezzled must not be in the accused, either in whole or in part, and that if the defendant was a partner in the business from which the fund was derived, he cannot be held for embezzlement."

Judge Bellinger then referred to the testimony of S. G. Spence, of the firm of Spence & Co. He testified that an agreement was entered into between Lenz & Leiser, the witness and defendant Frank by which Frank was to share in the profits, although the firm was to be conducted under the name of Spence & Co. He testified that when Frank left Dawson he gave him this money to carry to Lenz & Leiser. The witness also testified that Frank had authority to sell goods, but nothing was said about what would happen if the firm lost money, although he understood that the loss would fall on Lenz & Leiser.

Mr. Lenz testified that he invited Frank to enter into the business venture, by which the latter was to receive one-half of the profits at the end of the season. "Mr. Lenz," continued Judge Bellinger, "when questioned with reference to the expenses of Frank, testified that Frank could have drawn his expenses, but it does not appear that in the arrangement between the parties there was any arrangement for such expenses. It appears from the testimony that Spence & Co. at Dawson used the proceeds of the sale of goods to buy other goods, in the conduct of their business."

"On the hearing, the rule that where compensation is to be paid on the basis of a sharing of the profits there is no partnership, was contended for. The reason for such a rule is obvious. Where compensation is to be paid upon the basis of a sharing in the profits, no interest is acquired in such profits. Reference is had in such a case to the amount of profits, merely as a standard by which to measure the compensation to be received. In all such cases, as suggested, there is no interest in the profits as such. The compensation that is to be paid is something distinct and apart therefrom. But if the compensation is to be paid in the form of a different rule obtains. In such case, the party acquires an interest in the profits as such.

"It clearly appears that the defendant had an interest in the business of Spence & Company at Dawson. It was not a case of compensation on a basis of profit-sharing, but one of community interest in the profits of the business; and it was more over a case of partnership, although it is not so stated in the technical relation of a partnership be shown, so long as an interest is shown in the fund which is the subject of the alleged embezzlement."

"The fact that Frank did not put money into the firm of Spence & Company, or that the arrangement under which he became connected with the firm differed from the arrangement under which a man named Guttman had formerly entered, signifies nothing more than a possible difference in the relation of the two individuals to the firm, but in their respective interests in it."

"The agreement made with Frank was for one-half of the profits of the business of Spence & Company. That is admitted by the parties to the arrangement. Having that interest in the fund in his hands he could not under the laws of Oregon be guilty of embezzling the fund. His interest was not postponed until the end of the season. It was a present interest that would continue until an accounting and a settlement was had. The question of losses makes no difference. It seems to be conceded that if Frank was to share in the losses of the business, as well as the profits, he would be a partner. Now it is elementary that, except in cases specially provided by statute, an agreement to share profits, nothing being said about losses, amounts prima facie to an agreement to share losses also. Here there was an agreement to share profits, nothing being said about losses; and this establishes a partnership."

"It is plain from the testimony that the parties went in together for the season; that Lenz and Leiser and Spence arranged to go in with Frank; that Frank was to have half the profits; that losses were not mentioned or considered. All of these terms are those common to a joint venture, and to nothing else, much less to a mere hiring. So, too, of the conduct of Spence in explaining the partnership name of the year before, and suggesting that they would leave it as a before-mentioned likely to accompany a case of hiring, but such as might be expected in a case of joint venture."

"If the case were doubtful, I should hesitate to refuse the necessary certificates entailing the authorities of British Columbia to the acquisition of the fugitive, to such a case some deference might properly be given to the opinion of the authorities of that province. But the case admits of no doubt; and it is moreover peculiar in the circumstances that the law of embezzlement differs essentially in British Columbia from what it does in Oregon. Mr. Martin, who appears for the province, and is learned in its laws, testifies in that jurisdiction, a partner may be convicted of embezzling the funds of his firm; so that, upon the facts so far appearing, the defendant would be liable to a conviction in the foreign country, although not guilty under the laws of this state, by whose laws his criminality must be tested on extradition. If the law of the crime charged was the same in both jurisdictions an erroneous interpretation against the defendant of the law here would be corrected on the trial in the foreign jurisdiction, but without this, such an error becomes irremediable. The ap-

Eyes tested free of charge by competent optician.

Watches Cleaned and Repaired.

Artistic Picture Framing at Popular Prices.

# Lyman, Wolfe & Co.

Last Two Days of Sale Dress Goods

## Black Dress Goods

Our regular 75c quality, Black Sponged and Shrank Cheviots at special 49c

## Colored Dress Goods

Our regular \$1.54-inch mixed Homespuns and Cheviot Suitings at special 73c yd

## Another Shipment of PERSIAN CHALIES

50c, 65c, 75c yd

## More NEW RIBBONS

In Polka Dots, Persians, Dresdens, Stripes, 35c to \$1.00 yard

## Exquisite New Designs

In FOULARDS and Fancy Woven Silks.

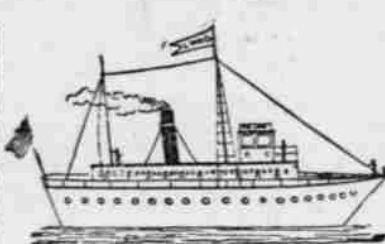
## New Gold Buckles

at Trimming Counter

## English and American Walking Hats.

More new styles shown today.

## New Art Burlaps, Silkalines and Cretonnes.



## Second Shipment of BARGAINS

The well-known WITBY Standard quality

## Sheets and Pillow-Cases

will be unloaded from the ship this morning.

72 inches by 90 inches WITBY SHEET Real value 50c, at 39c each

45 inches by 36 inches Witty Pillow-Cases, real value 15c, at 11c each

## Big Sale of Aprons

Gingham and White Lawn Aprons—good large size for active use in household, lace or embroidery trimmed, today only 17c each

which the latter was to receive one-half of the profits at the end of the season. "Mr. Lenz," continued Judge Bellinger, "when questioned with reference to the expenses of Frank, testified that Frank could have drawn his expenses, but it does not appear that in the arrangement between the parties there was any arrangement for such expenses. It appears from the testimony that Spence & Co. at Dawson used the proceeds of the sale of goods to buy other goods, in the conduct of their business."

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# Meier & Frank Co.

Free Instructions in Art Needlework today to those purchasing materials here. An expert instructor in charge. (Second Floor.) "Gendron" Carriages and Go-Carts, every style, \$4.25 to \$35.00.

## Summer Silks Seek Favor



Daintiest of Summer Silks are here—The Foulards—The Wash Silks—They are here in such a profusion of patterns and colors as to almost bewilder. Wash Silks in immense variety—the largest by far ever shown in Portland or the Northwest.

"CHENEY" FOULARDS. That sentence carries character with it, for no other Foulards can compare with them. There are bold patterns—there are small neat designs, grouped polka dots, Oriental designs, Orchid figurings, free scrollings, no set patterns; designer has done his work with an abandon of conventionality. Their coloring's their chief beauty.

Blues include Navy, Porcelain, Cadet and Goblin. Browns, shade from a strong golden to a beige. There is Old Rose, Reseda, Heliotropes, Silver Grays, and not least, black and white and black.

Prices Wash Silks, 50c yard. Foulards, 85c, \$1, \$1.25 yard.

## Upholstery Department

### Bargains

Oriental Tapestries, eight handsome designs, suitable for tapestry, couch or pillow covering, Regular 65c value Per yard 47c

A great lot of pretty pillow tops 25-cent kind Each 18c

A lot of pillow tops in silk velour and satin, plain or figured, 75c values at 56c

Oriental heads for decorating cozy corner in the library, Medium size \$1.65 Large size \$2.25

Which is about two-thirds value. (Third Floor.)

## Odd Pieces of Chinaware

Three large tables full of odd pieces of China and Porcelain Ware at cost—Cups, Saucers, Pitchers, Bowls, Sugars, Creams, Plates, Platters, Dishes, etc. (Basement.)

## See the New Skirt Fastener

The "Duplex" Skirt and Waist Fastener—a neat and perfect fastener for holding both the skirt and waist in proper place—all colors 25 cents

## Great March Sale of Clothing

### For Men and Boys.

Economical mothers, fathers and sons are taking advantage of our great March Sale of Clothing. It's an opportunity to make a considerable saving on your Spring Clothing.

Boys' Suits \$3.50 and \$3.75 values At \$2.10

Young Men's Suits \$8.00 value, reduced To \$4.95

## Men's Suits

\$12.50 kind for \$7.85, \$15.00 kind for \$10.35, \$18. kind for \$13.25, Men's Pants, \$2.49, \$3.15.

## Bargains in Groceries

For the remainder of the week we offer the following special values in our Basement Grocery Store. You know how low-priced we sell good groceries:

Choice Table Peaches, Two cans for 25c

Choice Table Peas, Two cans for 25c

Choice Table Apricots, Two cans for 25c

Armour's Pork and Beans, 2-lb. cans for 10c

Kipped Herring, Per can 22c

Albert Roche Sardines, Per can 10c

Barataria Shrimps, Per can 10c

Edam Cheese 90c

Parlor Natches, Six packages 25c

Shenandoah Sugar Corn, two cans for 15c

Armour's Boned Chicken, 4-lb. can for 22c

Armour's Boned Turkey 22c

# MEIER & FRANK CO.

Application for a certificate under the extradition clause of the treaty with Great Britain is denied, and the prisoner is discharged from arrest.

Decisions Today. Decisions will be announced by Judge Sears this morning in the following cases: Duntley, Administrator, vs. Inman, Poulson & Co., motion to strike out parts of amended complaint.

Benson vs. Standard Box Factory, motion for a new trial.

Wenne vs. Knight et al, motion for rehearing.

North vs. Billings, motion to strike out parts of amended writ.

Judge Frazer will decide the following cases this morning: Clarke vs. Portland Meat Company, on motion to quash writ of review.

Leis & Adler vs. Sheriff, motion for a new trial.

Court Notes. John Selbert was appointed administrator of the estate of his wife, Sarah F. Selbert, deceased, valued at \$60.

D. W. Wakefield, administrator of the estate of John N. Perlot, deceased, was authorized by the County Court yesterday to pay Peter Hilbert \$725 on a claim of \$828.

Suit has been commenced before Judge Cleland to determine the ownership of the money taken from J. A. Long after the burglary of the office of the Blue Mountain Ice Company. The money has been ordered transferred to the clerk of department 3 to await a settlement.

In the case of J. H. Montgomery vs. D. M. Dunne, Collector of Internal Revenue, in the United States Court, a hearing on the demurrer to the amended complaint was continued by Judge Bellinger yesterday until further order of the court. The suit is to recover money paid for revenue stamps.

The will of George Lang, deceased, was filed in the County Court yesterday. The estate comprises realty in Portland valued at \$400, personal property \$300, real property in Gilliam County, \$400, and cattle worth \$20. Requests are made to McCormick, Oregon City, \$50; John Philbrick, 200; Dr. A. D. McKenzie, \$100; and William Kerr, pastor Central Methodist Episcopal Church, \$50. The will contains no statement concerning the disposition to be made of the rest and residue of the estate. Robert E. Menefee and Frank A. Nichols are named as executors.

## MARQUAM GRAND CALVIN HEILIG Manager.

ONE NIGHT ONLY FRIDAY, MARCH 8

MR. ALBERT MARKS PRESENTS

Mr. and Mrs. Georg

# HENSCHEL

...IN GRAND RECITAL... VOCAL AND INSTRUMENTAL

PRICES—Entire Parquette, \$2.00; entire Parquette Circle, \$1.50; Balcony, first 3 rows, \$1.50; second 3 rows, \$1.00; last 5 rows, 75c; Gallery, 50c; boxes and loges, \$12.50.

Curtain at 8:20 SEATS NOW ON SALE. Carriages at 10:15

## CLARY'S "THE FAIR" 329 WASHINGTON Under the Imperial Hotel

For the remainder of this week—as an introductory of Spring—

25c SHIRT WAIST Will offer for sale 50 dozen of the best 50c Waists that have been offered in this city. Only 25c

## W. L. DOUGLAS SHOES

For Men...

Patent Leather, Enamel, Box Calf, Vici, Welted Soles, Up-to-Date Styles, \$3.50



Are always Painful, often Dangerous, Elastic stockings Cure them. Send for self-measuring blank and prices.

## WOODARD, CLARKE & CO.

Stockings, Crutches and Trusses 4th and Washington Sts., Portland, Or.

## SAMOSSET COLLAR

DR. GROSSMAN'S SPECIFIC MIXTURE

For the Cure of Gonorrhoea, Gleet, Stricture, and analogous complaints of the Organs of Genitalia. Price \$1 a bottle. For sale by druggists.