

WILL PROSPECT FOR OIL

DOUGLAS COUNTY TO BE FIELD OF EASTERN CORPORATION.

Prominent Local Capitalists Are in Company—12,000 Acres Have Been Bonded.

ROSEBURG, Or., April 14.—The oil excitement is at its height here, and great interest is manifested by investors in the formation of a company, which proposes to prospect for oil and coal.

It has been known for years that there is oil in Douglas County, and that indications point to large quantities of a quality unexcelled by California's best product. Some years ago a little prospecting was done near Drain, under direction of an expert. The matter of prospecting was dropped then, but there are a great many people who have never ceased to believe that oil abounded in Douglas County. Being familiar with the oil fields, and the number of local capitalists, in company with a few Eastern men, organized a company to prospect for oil. The corporation, known as the United States Valley Oil Company, is now ready for business. The president and secretary were kept busy signing stock certificates all day yesterday.

The company comprises some of the ablest financiers of Douglas County. Roseburg men are managers of the company, which is known as the United States Valley Oil Company. The company has 12,000 acres of land, which is divided into 100,000 shares. The following are the officers: President, M. C. Roseburg; vice-president, H. S. Elrod; secretary, H. S. Elrod; directors, A. C. Marsters and T. R. Sheridan. The company has a capital of \$100,000, and is now ready for business. The president and secretary were kept busy signing stock certificates all day yesterday.

A systematic and thorough search for oil will not be neglected, while boring for oil. All prospecting will be done under the supervision of experts in the oil business, but it is probable the company will not have the boring of wells, done by contract, preferring to buy its own machinery and hire men from this vicinity to operate it.

WOULD HAVE EXHUMED BODY.
Move of Defense in Murder Case Forbidden by County Attorney.

CHEHALIS, Wash., April 14.—Coroner Green, accompanied by two doctors and an undertaker, yesterday went to Toledo with the intention of taking up the body of B. E. Holcomb, who was recently killed by John J. Hagan, and holding an interference with the grave, under penalty of being arrested for the offense. The party returned home without accomplishing its purpose. It had been stated that the body of Holcomb was not notified of the killing of Holcomb, and did not hold an inquest for that reason. The inquest was held by Justice Denny, of Toledo. The move to exhumate the body was made at the instigation of Hagan's friends. The two doctors who attended Holcomb before he died testified that the bullet, which killed him, came from the back and came out in front. It is understood to be the claim of the defense that Holcomb was standing sideways, taking aim at Hagan when he fired the fatal shot, and it does not believe the ball struck him in the back. For this reason it wants the examination by other doctors. Court will be in session again next week, and the defense will probably begin the trial of the case to have the body disinterred for examination.

MAKING READY FOR ODD FELLOWS

Baker City Will Entertain Grand Lodge Next Month.

BAKER CITY, April 14.—The local executive committee, having in charge the arrangements for the coming year, met yesterday afternoon at the local lodge of I. O. O. F., which is to meet here May 12, reports that it has been advised of an attendance of members and guests, which will exceed 400. The people of Baker City are coming to the aid of the local committee and are throwing open their homes for the entertainment of the visitors.

The lodge room of the local lodge of I. O. O. F. is being thoroughly refitted and carpeted in anticipation of the event. This will be the first occasion of the meeting of a grand lodge of Odd Fellows in Baker City, and the members and citizens generally intend that it shall be a memorable event.

Works Will Soon Be Completed.

Contractor J. H. Effe, who is constructing the gravity system for the city of Baker City, says the mains will be completed in about six weeks. This will give this city the most complete water system of any city of its size in Oregon.

More Warehouses Necessary.
The manager of the Murphy & Stuebel Forwarding Co., of this city, reports 250,000 pounds of last year's wool on hand. In order to accommodate the clip of this year the company has begun the erection of several new wool warehouses.

RICH STRIKE IN MINE.

Free Milling Ore That Assays High Found in Perry Near Baker City.

BAKER CITY, April 14.—A rich strike was reported in the Perry Mine yesterday. The property, which is located about six miles east of Baker City, has been worked for several years with varying success. It is owned by J. W. McCoy and G. S. Wilson, of Chicago. The report of the strike was confirmed by the owners yesterday. It was made the 100-foot level and the ore averages \$80 to the ton. It is free milling ore.

Returns to Look for Gold He Passed.

Redmond Joyce, an old-time prospector, arrived here yesterday with all his worldly effects packed on two donkeys. He came all the way overland from Arizona. The object of his visit is to look up some placer ground which he discovered some 20 years ago, while passing through this part of the country. He says he found some very rich gold, but as he was on his way to other fields, he did not stop to do more than wash out a few pans of dirt, from which he obtained several small-sized nuggets. The old man is about 70 years of age, yet he is full of vigor and is confident there is a fortune in store for him. It has been some time since he was found so many years ago. Mr. Joyce will start in search of his placer ground tomorrow.

ENTERTAINMENT OF MCKINLEY.

President Will Speak From Immense Cedar Stump at Chehalis.

CHEHALIS, Wash., April 14.—The committee having in charge the matter of McKinley's entertainment in charge has formed a general outline of their plans. A field day programme will be arranged, and an effort made to make the day a general holiday throughout this part of the state. The platform from which the President will address the people is to be

the largest cedar stump obtainable in this section of the state. It will be placed near the railway track at the north end of the depot so that no time will be lost.

The cedar stump, which has been referred to the Southwestern Washington Lumbermen's Association, which will likely make a display of lumber products at the same time.

MONUMENT TO SOLDIERS.

Drinking Fountain at Eugene Will Be at Cornerhouse Square.

EUGENE, April 14.—The drinking fountain which is to be erected here as a memorial to the Lane County soldiers who lost their lives in the recent war will be located on the cornerhouse square, at the intersection of the main highway and the highway leading to the city of Eugene. The monument, consisting of a granite base, a granite column and a granite capital, will be erected on the cornerhouse square. The monument will be erected on the cornerhouse square. The monument will be erected on the cornerhouse square.

This memorial fountain is the result of diligent work by the women of Eugene. It has already been purchased and will soon arrive.

FIRE ON EXCURSION STEAMER.

Several Women Fainted, But No One Was Hurt.

SEATTLE, April 14.—The steamer Dalton, with a crowd of 400 excursionists on board, took fire about 8 o'clock yesterday morning, while returning to Seattle from the Puget Sound Naval Station, at Bremerton. Flames were seen issuing from the deck of the boiler-room, and spread rapidly to the hurricane deck. The passengers were terror-stricken, but the coolness of Captain Thomas and his men soon restored composure, and the flames were readily extinguished. Several women fainted, but no one was hurt. The damage to the steamer is about \$200, fully insured.

Oregon Notes.

Lincoln County Teachers Will Hold an Institute at Toledo May 15-17.

An adjourned term of Circuit Court will convene at Condon April 18.

The Josephine County Court has extended time for payment of taxes to June 3.

Wheeler Kincaid, of Eugene, broke his arm in two places last week in the act of throwing a baseball.

The Southern Pacific Company had its repair crew working on the bridge across the Rogue River last week.

Savage Bros. are erecting a saw mill on Louisa Creek, in Southern Oregon, where they have access to a fine body of timber.

A 30-foot extension to the Pacific pine needle factory at Grant's Pass is in course of construction on the east side of the main building.

J. Flaggison last week struck 30 inches rich ore in the lower tunnel of the Dixie Queen property on Foot's Creek, says the Gold Hill News.

Antelope has adopted a curfew ordinance, compelling minors under 18 years to be at their homes after 8 o'clock in summer and after 7 in winter.

C. H. Stranahan has sold his Sherman County farm of 500 acres to O. A. Hansen for \$7000, and the two stores and fixtures to the same purchaser for \$1000.

Treasurer Martin did not succeed in disposing of the John Day school bonds at the date advertised, and has extended a Coroner's examination of the bonds of selling them at 4 per cent.

J. T. Hagan, owner of the Toledo mine, has resumed work, says the Gold Hill News. He is now working a force of six men and will add to the force as soon as additional ground is opened.

H. E. Krebs and his bartender, Tom Johnson, were arrested at Granite last week on the charge of conducting a saloon at Granite, without license. Both were held to the Grand Jury in bonds of \$500 each.

The Climax group of quartz claims, three miles north of Granite, was purchased last week by J. W. Aldrin. The property was formerly owned by John Hardie, E. J. Cross and Adam Christie. The Climax mine is about 10 feet wide.

A committee of the local fire department is investigating the probable cause of a system of waterworks and a storage reservoir on the hill east of the town of Chehalis, in the act of fighting on the coast of fire engines, and a third is investigating hooks and ladders.

Articles of incorporation of the Navajo Coal & Petroleum Oil Company have been filed at Pendleton. The incorporators are C. C. Taylor, T. J. Kirk, F. B. Clifton, J. H. Bailey, C. B. Wade, Robert Forster and R. D. Dickson. The principal place of business is designated as Pendleton, but the articles provide that a part of the business of the company shall be transacted in Archuleta County, Colo., and for such business Pagosa Springs is designated as the head office.

A force of men, consisting of W. H. Colwell, A. J. Shelton, George Leshorn and others, were at work last week repairing the reservoir of the Arlington water supply. Fifty tons of concrete and 3000 pounds of cement were used in making the repairs. About one-third of the wall on the east side was repaired. In the northeast corner an excavation was made down to bedrock and a concrete wall put in. The cistern is now in excellent condition and will give ample water for the town.

Lee Winturi, a Chinook fisherman, was taken to Astoria Friday on the steamer Nahcotta, more dead than alive. In the afternoon Winturi and two other men left Chinook in a fishing boat, but neglected to ballast it properly. When near the head of Sand Island the boat was struck by a squall and capsized. Winturi sank first, and was gone down the third man when his brother seized him and held him above water until the arrival of assistance. When placed aboard the Nahcotta Winturi was apparently dead, and even after the arrival of the steamer at Astoria he showed no signs of life. He was taken to St. Mary's Hospital, and there revived.

CUDAHY'S TEXAS TRIP.

Depends on Success of Lawyer With Alleged Kidnapers.

OMAHA, April 14.—E. A. Cudahy said today that his going to Dallas, Tex., would depend entirely upon the result of County Attorney Shields' visit to that city, in regard to the alleged confession of Henderson of complicity in the abduction of young Cudahy last December. Should it become practically certain that Henderson was one of the kidnapers, Mr. Cudahy and his son will leave for Dallas during the present week, when the young man will attempt to identify Henderson to prove he is falsifying.

Released From Custody.

DENVER, April 14.—Albert L. Cowan, who was released February 25, on a charge of murder, which was subsequently dismissed for lack of sufficient evidence to justify his indictment, has been released from custody, a jury before which he was tried on a charge of insanity having decided that "He is not so distracted in his mind as to endanger his own life and property, or the life and property of others." It was believed for a time that Cowan was the thug who knocked down a number of women on Capitol Hill during the Pull and Winter. Several of the assailants' victims died from their injuries. There have been no assaults of this nature in the city since the night of February 22, when three women were struck down, two of whom received fatal injuries.

Ex-President Steyn's Health Broken.

BLOEMFONTEIN, April 14.—It is reported that the health of ex-President Steyn has broken down. It is also said that he has advised all Boers on command to surrender immediately.

BLOW AT CO-OPERATION

CALIFORNIA PRUNEGROWER DEFEATS ASSOCIATION.

Has to Deliver Only Two Per Cent of Fruit—Cut in Prices Causes Big Surprise.

SALEM, April 14.—The association scheme of marketing products received a severe, if not fatal blow in California last week. The California Cured Fruit Association was Monday defeated in a lawsuit in which it endeavored to enforce a contract against one of its members, and on the following day it was compelled, by cutting prices, to admit failure in the purpose for which it was organized. What has befallen the California Cured Fruit Association has been considered carefully by those who are interested.

BOTH WOULD PROTECT OREGON'S FISHING INTERESTS.

AGRICULTURE AND FISHERIES.

ASTORIA, Or., April 14.—The late Oregon Legislature passed a law which legislated F. C. Reed out of the office of Fish Commissioner. It also passed an act providing for a Master Fish Warden, with duties similar to those of the Fish Commissioner. The State Fish Commission elected H. G. Van Dusen, of Astoria, to this position. He at once entered upon the discharge of the duties of the office.

Mr. Van Dusen was a prominent candidate for the office of Fish Commissioner when the bill fell to Mr. Reed. The latter strenuously objected to giving up the office until he has served the term of four years, for which he was elected, and in a few days will make move in the courts to determine the validity of the law which deprives him of his office. He intends to contest the case on every possible point. Should he be successful, there is no doubt that the new fishing law will be declared invalid, as the portion relating to the appointment of Master Fish Warden is embodied in the general act.

ested in a similar organization in this state, to the end that they may avoid similar discouraging results.

The contract which the association could not enforce as it wished was of the regulation form, in which W. Ainsworth sold, and conveyed his prunes to the association, the fruit to be delivered upon receipt by the association's inspector.

After making the contract, such as was executed by all members of the association, Ainsworth sold his fruit to another buyer, and the suit was brought to compel the delivery of the fruit to the association as per contract. The case attracted wide attention, for the association has other suits of the same kind pending and hundreds of contracts out. Judge Seawell, of San Francisco, tried the case and held that the association cannot compel delivery of the fruit, but is entitled to the 2 per cent which it was to have for handling the fruit. This ruling seems to be fatal to the power of the association to enforce its contract.

Since a grower can escape delivering his fruit by paying the 2 per cent, the association is practically powerless. Two per cent is not enough to cover the cost of the association's inspectors, and the association has just made a cut of 33 per cent in its prices. In rendering his decision, Judge Seawell discussed the association contract at length.

"While the relations of the parties contemplated by the contract appear to resemble in some respects those of principal and factor it may be conceded that the contract is a contract of sale, and if the prunes had been delivered to the association by Ainsworth, they would have become its property, and the association, at the time of making the contract, become the owner of the prunes, except as to an undivided interest of 2 per cent. The agreement was that the prunes were to be delivered to the association, and as to 2 per cent thereof, executory merely, and did not vest title in the association. The distinction between a contract of sale and a contract of agency is that in the former the subject of the contract becomes the property of the buyer at the time of delivery, and in the latter the property of the seller until, on delivery of possession, the purchaser has paid the price.

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