

TEST OF TAX SALE LAW

COUNTY ENJOINED FROM SELLING PROPERTY IT HAS BOUGHT.

Title Guarantee & Trust Company Alleges That the Land Descriptions Were Faulty.

A suit which may revive the old mortgage tax law question, was filed in the State Circuit Court yesterday by the Title Guarantee & Trust Company against Multnomah County and Sheriff Frazier.

Another point made in the complaint, which will perhaps be the principal one relied upon, is that in none of the assessments were set forth in the book and page of the mortgage records where the same were recorded, nor any further or more definite description of the mortgaged premises specifically set out than as here stated.

District Attorney Chamberlain says he will ask the court to hear the case as soon as practicable. The sale mentioned is supposed to begin Monday, July 3.

WILL SURRENDER POLICIES.

Judge Bellinger Rules That the Bolander Bond is Valid.

Another phase of the controversy between L. P. Bolander and Andrew Salling concerning life insurance policies amounting to \$420 came on for hearing in the United States Circuit Court yesterday.

It appears that two years ago Bolander furnished the Marshal with a bond for \$420, signed by the Fidelity and Deposit Company, of Baltimore. The defendant held that this bond was no longer valid and that a new bond should be furnished with the new writ.

Decisions This Morning.

Decisions will be announced in the State Circuit Court this morning at 9:30 o'clock as follows:

Judge Frazer—Leve & Adler vs. William Frazer; Margaret Ross vs. T. W. White et al.; R. L. Sabin vs. Ames & Harris et al.; Emily Vester vs. A. O. U. W.; O. E. & N. Co. vs. Joseph Houston et al.; O. R. & N. Co. vs. Susie Gilbert et al.

Judge Geland—C. J. Cook vs. City of Portland; Mary O'Brien vs. John O'Brien; Balfour, Guthrie & Co. vs. North Pacific Lumber Co.; Louisa Bartlett vs. W. L. Bartlett et al.; B. Baruth vs. J. J. Feby; A. H. Black & Co. vs. P. W. Arlis et al.; Cleveland Rockwell vs. Portland Savings Bank; Nannie Starr vs. W. L. Starr et al.

Judge Sears—Whale vs. Button; Bell vs. Land; Grimes vs. McQueen; Stager vs. Troy Laundry Co.; Evans vs. Evans; Mays vs. Title Guarantee & Trust Co.; Thompson vs. Whalley.

Judge George—Garretson vs. Nickum; Watts vs. Watts; Gaston vs. City of Portland et al.

Court Notes.

A judgment by default was rendered by Judge Frazer yesterday in the case of Susanne Jacobs in her suit against her husband, Morton B. Jacobs, for \$300.

Robert G. Morrow was appointed administrator yesterday of the estate of Fred Rehner, deceased, consisting of real property valued at \$700 and personal property of unknown value. The heirs are brothers and sisters as follows: John and August Rehner, Milwaukee; Mrs. Lizzie Gersham, Redwood City, Cal.; Mrs. Anna Peck, San Francisco.

MARKED CHINOOKS CAUGHT

Showing That the Salmon Weighs 40 to 50 Pounds at Four Years.

The young salmon which Fish Commissioner McGuire marked before turning out four years ago, by cutting off the adipose fin, continue to be heard from, and bid fair to throw more light on the time required by chinook salmon to attain their growth than anything else has done so far.

MEMBERS OF THE RIVER AND HARBOR COMMITTEE OF CONGRESS WHO ARE PORTLAND'S GUESTS TODAY



Walter Reeves. Devala Stanwood Alexander. Stephen M. Sparkman. Ernest P. Acheson.

Page Morris. James H. Davidson. Thomas H. Tongue.

Thomas H. Ball. L. E. Burton. P. D. McCulloch.

Roswell P. Bishop. Albert S. Berry. J. H. Bankhead.

Geo. P. Lawrence. Thomas H. Catchings. Rufus E. Lester. Blackburn D. Dovenor.

A FINE AMATEUR SHOW

"TITANIA" DELIGHTS BIG CROWD AT THE MARQUAM.

Pretty Children, Singing and Dancing, Good Specialties and Clever Costuming.

The people who crowded the Marquam Theater last night to see the performance of "Titania" expected something worth seeing for Mrs. H. A. Foreman, under whose management the entertainment was given, never does things by halves.

The rise of the curtain disclosed a woodland scene, which a second later, filled with a bevy of tiny fairies, clad in filmy raiment, and dancing as if their lives depended upon it. Then one by one the principals were introduced—Miss Ida Jennings as the Butterfly Queen; Wesley Hugh, concealed under a veneering of powder, as Moth; the miller; Miss Grace Kanaber, as Prince Oberon; and Mrs. Charles Nichols as Puck.

close of the entertainment in "Titania," from "Mignon," and mastered the difficulties of the song as only a well-trained singer could master them. Miss Lawler has made many appearances in public, but it is doubtful if she ever did herself more credit than she did last night.

"The Dance of the Demon" and a Spanish dance, in her usually graceful and pleasing style, and easily proved the wisdom of her judgment in adopting dancing as a profession.

Webber and Elliott gave a musical specialty which the audience enjoyed so well that they would have protracted it indefinitely, had not the musicians begged off from sheer weariness. Mr. Elliott's singing of "She Was the Idol of My Heart" and "Absence Makes the Heart Grow Fonder" to the accompaniment of melophone and harp and mandolin, was one of the most pleasing features of the evening's entertainment, and the "turn" as a whole has never been excelled in Portland.

All of the children's dances were pretty well executed, and the little tots' heads must have been sadly turned if they valued the applause for what it was worth. The girls, wearing wings and brightly costumed as butterflies, and "Titania" will be repeated this afternoon, and the "turn" as a whole has never been excelled in Portland.

signed represent property sufficient to secure the improvement between Belmont and East Stark streets, but not to East Burnside street.

Will Not Interfere With Exposition. The sale of the Portland University property for a Catholic school will not interfere with the exposition.

A NIGHT STRUGGLE.

Woman's Fight With a Demon.

It is remarkable the curious and different ways coffee will affect the human body. A little lady in Herkimer, N. Y., had an experience that may happen to others, but it is not common.

"When I would drop asleep I would seem to receive a perfect electric shock from feet to head through every nerve of my body. It was dreadful. I would finally become so feverish and exhausted with this horror repeated over and over each time I fell asleep that I was obliged to force myself to stay awake, actually not daring to think of rest."

"After one such horrible night, which I shall never forget, I arose completely worn out with my night's battle, but with a firm resolve to set aside my morning cup of coffee, as I began to believe that was the cause of my trouble."

ferred with the plan to locate the Lewis and Clark Centennial on the Peninsula. About 300 acres of land adjoining the university grounds are available and they who have been working to get the fair located on the Peninsula will keep up the effort.

INAUGURATION OF SEASIDE SERVICE.

Saturday, June 29, the O. R. & N. Co.'s side-wheel steamer T. J. Potter will leave Ash-street dock for Astoria and beach points at 1:15 P. M. Returning, leave Ilwaco Sunday at 8 P. M., arriving Portland Monday morning at 9:30 A. M.

Baggage for checking must be received at Ash-street dock at least 30 minutes before departure of boat. City ticket office Third and Washington.

CANADIAN PACIFIC.

Tickets at special rates to Detroit and Cincinnati will be on sale July 1, 2 and 3. These are good on our fast train, the "Imperial Limited." For further particulars call on H. H. Abbott, 142 Third street.

MUST COUNTY CONTRACT?

DRISCOLL SUPPLY LAW ARGUED IN CIRCUIT COURT.

Counsel for Commissioners Maintain That the New Act Simply Provides Form of Procedure

The question whether the Driscoll bill, passed by the Legislature of 1901, requires a county supplies to be purchased by contract from the lowest bidder, and whether warrants issued for supplies bought where there was no contract are legal, was argued before Judge George, Sears and Cleland in the State Circuit Court yesterday. The decision will be rendered July 3.

Alexander Bernstein, of counsel for the Board of County Commissioners, contended that there is nothing in the law to prevent the County Court from buying without letting contracts, stationary or any supplies the county requires. The county, he asserted, may construct anything, such as a bridge or an addition to the poor farm so long as it does the work itself, hiring the men and paying them, and purchasing the material. The Commissioners may do today in this respect what they always have done, but if they let a contract they must advertise according to law. The new law does not take authority from the County Court, but it provides for a method of procedure when it lets a contract. The county may not let a contract except according to the provisions of this law.

Mr. Bernstein argued that the law provides only for contracts for public works and the purchase of materials for public works, and not for the purchase of materials and supplies for ordinary purposes. Counsel urged that, under a strict construction of this law, as some people would have it, a postage stamp could not be purchased except under a contract. This would lead to absurdity, and would the court say the Legislature intended such a thing? The emergency clause, he contended, plainly shows that the law is meant to refer to the letting of contracts. He read this clause as follows:

Inasmuch as no prescribed procedure for letting contracts, for which reason uncertainty and confusion exist, resulting in loss in letting of public work, this act shall be in force, etc.

He argued that this section does not say that a purchase may be made except under a contract, and that the law does not intend anything of the kind. M. L. Pipes made a somewhat similar argument, saying, among other things: "The Legislature never intended to take from the County Court the discretion of doing the public work, if it was believed to be cheaper than to have it done by contract. It is contrary to the object of the act. One of the ways to construe an act is to study the call to be remedied and then study the old law. There was never any complaint made against the county for buying supplies, as has been objected to in this instance. If there was an evil the remedy is worse than the disease. Take one of the items for \$2 50. The parties, under the law as the state tries to interpret it, would be obliged to give their certified check for 25 cents, supply a contract and furnish a bond. Of course, that is absurd and trifling, for it would cut the county off from buying. The parties would not bid for such a small amount, and the county would be the loser."

District Attorney Chamberlain, who has several times expressed an opinion to the County Commissioners and County Auditor that the intent of the law is that all supplies must be purchased under contract, adhered to his position. He said it makes no difference if it should lead to inconvenience or expenditure or even to times to absurdity, though he did not believe it would do so. That, he said, is not for the court to say, but to carry out the will of the Legislature.

FORT CANBY.

Are you aware that the United States has one of its finest army posts at Fort Canby; also lighthouse of the first-class built on the top of a rock bluff 222 feet above the sea. The O. R. & N. city ticket agent, Third and Washington, will tell you more about this picturesque place by the sea and the way to get there.

DAILY METEOROLOGICAL REPORT.

PORTLAND, June 28.—Maximum temperature, 63; minimum temperature, 32; river reading at 11 A. M., 14.1 feet; change in 24 hours, 0.2 feet fall; total precipitation since September 1, 1900, 42.08 inches; normal precipitation since September 1, 1900, 45.62 inches; deficiency, 3.54 inches; total sunshine June 27, 3.09; possible sunshine June 27, 15.45.

WEATHER CONDITIONS.

The pressure is decreasing very rapidly in the Pacific States, and although considerable cloudiness exists in Washington, no rain has yet fallen west of the Rocky Mountains.

The changes in temperature have been small, except in the interior valleys of California, where it is warmer. At Red Bluff the unusually high maximum temperature of 106 degrees was reported, and at Sacramento it was nearly as hot with a maximum temperature of 104 degrees.

The indications are for unsettled weather in this district Saturday, with probably showers in Eastern Oregon, which may extend north into the Palouse country.

WEATHER FORECASTS.

Portland and vicinity—Fair and probably warmer. Northwest winds. Western Oregon and Washington—Fair. Probably warmer, except near coast, Northwest winds.

Eastern Oregon—Cloudy and threatening, with thunder showers. Warner, North and West winds.

Eastern Washington and Northern Idaho—Increasing cloudiness, with probably thunder showers south portion. Warner. Winds mostly northerly.

Southern Idaho—Increasing cloudiness. Slightly warmer, with northerly winds.

EDWARD A. BEALS, Forecast Official.

NEW TODAY.

MORTGAGE LOANS

On Portland real estate at lowest rates. Title insured. Abstracts furnished. Title Guarantee & Trust Co. 7 Chamber of Commerce.

FOR LEASE

For term of years, to thoroughly responsible tenant, 30x100 feet on Fifth and Stark streets, city. ROYNTREE & LAMOND, Brokers, 341 Stark, Cor. Second.

THE NEW GUARD. For Eyeglasses enables glasses to be held on to noses, which in the past have resorted to spectacles. Rimless Eyeglasses are the acme of perfection in the optical line, and can be had in Gold Filled \$3.50, Solid Gold \$5.00, Nickel \$2.50. Dallas Optical Parlors, 218-19 FAILING BUILDING, Take Elevator. Corner Third and Washington Streets.