

ON A NEW BASIS Board of Trade Adopts Re-organization Plan.

ENTIRE MEMBERSHIP TO WORK

Secretary and Assistant Are to Be Placed on Salaries—Fireboat and Manila Steamship Line Discussed.

A plan for reorganization of the Portland Board of Trade was adopted at yesterday's meeting of that body. Instead of the present board of directors, the board conducted by directors, as heretofore, the new plan is that the entire membership shall have the privilege of participating in all proceedings of the board.

The matter of getting a fireboat in Portland as a private enterprise and of establishing a line of steamships between Portland and the coast, and the proposed purchase of a steamship line direct to Manila. This matter was referred to a special committee, consisting of Messrs. Nottingham, Yerxa and Crisler.

Notification was received from the Manufacturers' Association that Messrs. Kilham, Devers and Linn had been appointed to confer with the board relative to the condition of affairs at the mouth of the Columbia. This joint committee will be called together in a few days.

Samuel Connell spoke of a recent fire in which he had suffered the loss of property that might not have been lost if there had been a fireboat in Portland equipped for service. The board has authorized it to pay 10 per cent on the investment. This could easily be done, he said, from the insurance reductions along the water front.

Chairman Seneca Smith, of the reorganization committee, presented a report in which it was recommended that the board be reorganized, and that each member shall be entitled to vote in the board.

The Portland Board of Trade, organized for the purpose of protecting and fostering the commercial, manufacturing and other material interests of the City of Portland, Or., adopts the following by-laws:

Section 1. The control, government and work of this board is vested in the whole body of its membership, and that each member shall have an equal voice therein with all other members.

Section 2. Members in good standing who shall pay their dues in accordance with the by-laws shall retain their membership. All persons who have failed to pay their dues to the board for the year 1901 shall be considered as having resigned from the roll of membership.

Section 3. The dues of members of this board shall be \$12 per annum, payable quarterly in advance. The dues of non-resident members shall be \$15 per annum, payable on the 1st day of January of each year.

Section 4. The annual meetings of this board shall be held at the hour of 2 o'clock P. M., on the first Thursday of January of each year. Regular monthly meetings of the board shall be held at the hour of 7:30 o'clock P. M., on the first Thursday of each month.

Section 5. The president shall preside at all meetings, shall appoint all special committees where the members of the board are named in the resolution or motion for the committee. He shall, at the annual meeting, succeed in his duties, and shall be elected to the general work of the board, and the general progress of the business and other interests of the city during the year, and make such suggestions as to the board as he may deem to be for the good of the board and its future work.

Section 6. The secretary shall keep the minutes of all meetings of the board; shall collect all dues from members and all other moneys due the board; shall keep a record of the names of all members, and shall keep a record of the same in a book to be kept for that purpose; shall turn all moneys as soon as collected over to the treasurer, taking the treasurer's receipt therefor, which receipt he shall keep on file; shall attend to the correspondence of the board; suggest to all meetings such matters for action and discussion as shall have been brought to his attention, make a report to the annual meeting of all work of the board during the year, showing accurately the financial condition of the board, and the receipts and disbursements of all its moneys during the year, and shall perform such other duties as may pertain to his office, as shall be prescribed by the board.

FOR LARGER POSTOFFICE PURPOSE OF THE PORTLAND BILL PASSED BY THE SENATE.

It Carries an Appropriation of \$250,000, and Provides for a Fine Addition.

WASHINGTON, Jan. 16.—The purpose of the bill of Senator Simon, for enlarging the Portland Postoffice, which was passed by the Senate yesterday, is to authorize the public building now and for many years past occupied for a post-office, by the Federal Courts, and by the United States Surgeon-General, to be so enlarged as to be suitable and convenient for the accommodation of the increased and growing demands of the post-office, including the Postoffice and Custom-House building at Portland, Or., for the better accommodation of the postoffice and United States Courts, and for the better accommodation of the business transacted therein.

It appears from the evidence submitted to the committee that this building, which is generally designated as the Postoffice building, was erected over 30 years ago, and for many years past has not been able to accommodate the growing demands of the business transacted therein. It also appears that some years since the building was in a state of disrepair, and that it is estimated that a three-story and

space originally designed therefor having been appropriated to other needed purposes. Because of this change of plan in the location of the Federal Courts and the necessity for furnishing more room and better accommodations for the postoffice, as well as the courts, judges' chambers, jury-rooms, toilet accommodations, etc., an appropriation of \$250,000 is necessary. The Senate committee on public buildings, among other things, said in its report: "Your committee is of the opinion that the present location of the Federal Courts is convenient, easily accessible for attorneys and those having business with the courts, and that suitable conveniences should be provided for the growing business thereof."

The committee is also of the opinion that that portion of the building devoted to the postoffice business proper, in its present condition, is unfit and inadequate for the proper conduct of the important and growing business of the Government, and that the enlargement of the building so as to properly and conveniently accommodate the postoffice and Federal Courts, should be authorized.

The bill having been referred by the committee to the Treasury Department for report, the following communication was received from the Secretary of the Treasury: "Dec. 22, 1901.—The Chairman, Committee on Public Buildings and Grounds, United States Senate: I have the honor to advise you in connection with section 325, providing for the enlargement of the Postoffice and Custom-House building at Portland, Or., for the better accommodation of the postoffice and United States Courts, and for the better accommodation of the business transacted therein, that it is estimated that a three-story and

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She Did Not Make Proof of Death Nor File Suit Within Statutory Time.

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Another defense interposed by the company was that Mrs. Stinchcombe did not make proof of the death of her husband within the time specified in the contract, and she failed to file suit within the time specified in the contract. The judge found in favor of the company, and granted a nonsuit.

George W. Stinchcombe, attorney for the company, disputed the fact that such a letter was ever written, and proof was offered that it could not be found in the company's files. The judge found in favor of the company, and granted a nonsuit.

To overcome these two issues in the case, evidence was offered in behalf of the plaintiff that she was led to delay these matters by Mr. E. C. Frost, said to be the general agent of the New York Life Insurance Company in Portland. The company in its answer alleged that Frost was only a solicitor.

Mrs. Stinchcombe testified that one Mrs. Pope called on her and told her she ought to insure her life for the benefit of her children. She stated that she asked Mrs. Pope for a copy of the policy, and the answer was the New York Life. Witness said she replied that she did not have much confidence in the New York Life, because the company had failed to pay the insurance taken out by her husband. Mrs. Stinchcombe told of visits made to her afterwards by Mr. Frost, who, Mrs. Pope said, was the general agent of the company. Mr. Durham objected to this testimony, as showing that Frost was the general agent, and the court sustained the objection.

Continuing, Mrs. Stinchcombe testified that Frost promised to try to collect the \$3000 insurance for her if she would take \$1000 insurance on her own life, and she consented and signed the premium notes. She said she sent him the policy issued to her husband, and afterwards got it back again. There was some further evidence of this nature, and also evidence of the plaintiff never receiving the money.

Judge Cleland, on motion of Attorney Durham, for the defendant, granted a nonsuit on the ground that plaintiff failed to make the proof required by the policy. In this case, it was found that Frost was not the general agent authorized to act with her, and that because of his actions she failed to file suit within the time specified in the contract, or to make the proof of death, then she had no legal standing in court.

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Mrs. Sherman testified that when she returned from Puget Sound she called on Smythson and was much surprised to see that he was using her furniture, lace curtains, rugs, etc., and was a great deal more taken aback when he refused to deliver the property to her unless she paid him \$100, which he said her husband owed him. She denied that her husband owed him one cent. She related that she called on Smythson in company with W. J. Wagon, an attorney, and demanded possession of the goods, and Smythson ordered them to leave, and when asked where the property was, told them it was destroyed by fire at his home, and they left the property with Smythson to take care of, and expected to pay him for his trouble, and reasonable storage.

On cross-examination, Sam R. Murphy, attorney for the defense, asked: "What is your name?" "Mrs. Elsie E. Sherman." "What was your name before that?" "Mrs. Burdick's first name?" "Sol. Solomon." "What was your name before that?" "That was your maiden name?" "Yes." "Did you ever go by the name of Jones?" "How long?" "About eight years."

"Were you divorced from Burdick?" "Yes. We were doubly divorced; he obtained a divorce from me, and I obtained a divorce from him. I will show you. Where is my husband?" Calling for Sherman.

Deputy District Attorney John Manning interposed an objection, and the court informed the witness that it was not necessary to produce the divorce decree. Mr. Manning said he did not see what this sort of evidence had to do with the case on trial.

Mr. Murphy answered that it served to establish what credence should be given the statement of the parties. "Sherman," he said, "has a wife in La Crosse who is insane, from whom he is not divorced."

There was some further wrangling, and Mrs. Sherman took occasion to say that she could not imagine why she should be compelled to undergo a course of cross-examination, but she would answer the interrogations.

The court did not order counsel to desist, and Mrs. Murphy asked: "Did you ever go by the name of Perry in Portland?" "Yes." "Did your husband ever go by the name of Samuel Perry?" Mrs. Sherman explained that his name was Perry Sherman.

AN OPEN LETTER.

The Critic, Not the Text-Books, Out of Harmony With the Facts.

BOSTON, Jan. 4.—(To the Editor.)—The report given to the press of the meeting

Association, December 28, says Professor Atwater there stated that "the teaching in the public schools as to the effect of alcohol on the human system was not in accord with the latest scientific knowledge. The kind and amount of such instruction, he contended, should be determined by educators rather than temperance reformers."

Professor Atwater cited his own experiments, which he claimed were supported by Dr. Rosemann, of Grifswald, Germany, in his paper on "The Physiology of Alcohol," published in the "Journal of Physiology," which he said the school physiologists are not in accord. But Dr. Rosemann in the article referred to distinctly says that Professor Atwater's experiments did not prove that alcohol protected protein, one of the grounds on which Professor Atwater based his claim that food value of alcohol and his charge of error on the school text-books. Leading medical authorities in this country have also said that Professor Atwater's published experiments did not prove what he claimed they did.

Professor Atwater's sweeping charge of inaccuracy against all the indorsed physiologists is not therefore sustained on the point which he quotes against them, by his deductions from his figures or by any authority he has been able to cite in support of them.

Professor Atwater's evident purpose to destroy public confidence in the accuracy of the school physiologists the public should know that no school literature is so safe as that which stands as a standard to what these books should teach was adopted by 200 eminent physicians, members of boards of health, legislators who write for the laws, and a large committee from these form a part of the advisory board of the scientific department of the Woman's Christian Temperance Union, who examine and indorse text-books conforming to this standard. This committee now consists of six physicians, four of whom are teachers in medical colleges, and three are interested in education and morals. Candid criticism of the books is always welcome, and if sustained subsequent editions are changed accordingly.

The school physiologists have not been written by "temperance reformers," as has been charged, but by such authors as R. N. S. Martin, M. D., F. R. S., late professor of biology in Johns Hopkins University, Baltimore; Winfield S. Hall, Ph. D., M. D., (Leipzig), professor of physiology at the University of Pennsylvania; Medical School, Chicago; Henry F. Hewes, M. D., instructor in Harvard University Medical School, Boston. These men have not entered a demand for what they did not believe. They studied the question and wrote what they found to be true. They are specialists in physiology and pathology, while Professor Atwater is only a chemist.

That educators, even though "capable, conservative and earnest," will be safer guides in ascertaining the exact truth on this subject than these specialists is preposterous. MARY H. HUNT, World's and National superintendent of the department of scientific temperance instruction of the Woman's Christian Temperance Union.

Masons Give Him a Golden Jewel.

NORFOLK, YAKIMA, Wash., Jan. 16.—A pleasant session of Yakima Chapter, No. 21, R. A. M., was held Wednesday evening, at which the following officers were installed by Past High Priest J. F. Sharp, of Ellensburg: State Senator Charles County: High priest, R. K. Nichols; king, A. B. Weed; scribe, Fred Parker; secretary, J. W. Sindall; captain of the host, G. C. Mahan; P. E. B. Burns; R. A. C. W. L. Lemon; M. of third V., Miles Cannon; M. of second V., L. J. Wyman; M. of first V., Marshall Scudder; secretary, J. W. McQuay. The installation was public to all master Masons, and a large number were present. At the close of the business session a golden jewel, suitably inscribed and enameled with the emblems and colors of the order, was presented by the members of the chapter to the retiring high priest, John D. Cornell, in token of their appreciation of his valuable services in behalf of the order. The members and guests were then invited to the banquet hall, where an excellent oyster supper was enjoyed.

Hood's Sarsaparilla cures rheumatism, dyspepsia and catarrh, because they are blood diseases.



THREE VIEWS OF PROMINENT PEOPLE AT THE BOARD OF TRADE MEETING

House building in the northern part of the city, contemplating that such building should be used not only for a custom-house but for appraisers' stores, offices for the Surveyor-General, Engineers' offices, Signal Service, the Federal Courts and other Federal offices located at Portland, leaving only the postoffice to continue in the Federal building. This new Custom-House building has now been practically constructed, and will in a few months be ready for occupancy; but during the interim the Federal offices of said city demonstrated that all the Federal offices could not be accommodated in the new building, and for a time it was thought necessary to ask Congress to make an appropriation for an additional story to said building, so as to provide the necessary space for the Federal offices located at Portland.

The new Custom-House building was completed without reference to providing suitable accommodations, not only for the increased demands of the postoffice, but for the Federal Courts which were to continue therein. This conclusion was reached by reason of the fact that the new Custom-House building is situated remotely from the business center of the city, and is located at a considerable distance from any business, and would not be a convenient or proper location for the courts. The Oregon State Bar Association unanimously protested against the removal of the Federal Courts to the new Custom-House building; and the Federal Judges holding courts at Portland were strongly opposed to the removal of their courts to the new building, and insist that such improvements should be made to the Postoffice building as would make it convenient for the courts to remain where they had been located for a period of over 30 years. By reason of these facts, the new Custom-House building has been constructed there is no space assigned therein for the Federal Courts, jury-rooms, judges' chambers, etc., the

basement extension, having 5000 square feet ground area, will be sufficient for the purposes indicated by the bill. An extension of the dimensions indicated, including the necessary incidental changes in present building, to provide accommodations for the postoffice and United States Courts as indicated by the bill in question, can be constructed for \$250,000. Estimated cost of extension above indicated: \$150,000 00 Estimated cost of necessary incidental changes in present building 100,000 00 Total: \$250,000 00 J. GAGE.

Your committee, upon a careful examination of the facts herein stated, report the bill back to the Senate with the recommendation that it pass.

Temple Beth Israel. Dr. Stephen S. Wise will preach this evening on "Forms and Ceremonies in Judaism: Their Place and Value." The services begin at 8 o'clock, and strangers are cordially invited to be present. The subject of the sermon at the services of Saturday morning will be "The Voice of the Doubter."

Shingle Mill Burned. DES MOINES, Wash., Jan. 16.—Elder Brown's shingle and sawmill was totally destroyed by fire at 3 o'clock this morning. The fire originated in the drying kiln. The mill had a capacity of about 60,000 shingles a day. A conservative estimate places the loss at about \$6000.

ACTIVE WORKER FOR SWIMMING BATH FUND.

Children all over the city are talking over the forthcoming production of the young folks' cantata, "The Four-Leaf Clover," otherwise known as "Gluck Auf," to be sung in the Marquam Theater by 50 boys and girls, January 28, for the benefit of the free swimming bath. One of the busiest workers in organizing the chorus and attending to most of the details, is Miss Esther Siegel, a school girl. Last September she thought over the project of having the cantata sung in Portland for the bath fund, and proposed the matter to the executive committee. Mr. Edward Holman and Mr. L. Samuel gave her their blessing and told her to go ahead. Since then she has been asking children to sing, arranging for rehearsals, and getting friends to help. The concert deserves to be an artistic and financial success.

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The court did not order counsel to desist, and Mrs. Murphy asked: "Did you ever go by the name of Perry in Portland?" "Yes." "Did your husband ever go by the name of Samuel Perry?" Mrs. Sherman explained that his name was Perry Sherman.

Mr. Murphy produced and handed her a letter, with the remark: "I will ask you if you recognize this letter?" The witness answered extemporarily: "Yes; and where did you get this? It was stolen out of my husband's pocket. That is pretty small business. That is my letter. I admit it. A private letter to my husband."

Mr. Murphy said he only desired to introduce the envelope, showing that it was addressed to Samuel Perry. For the defense, Mrs. Smythson testified that her husband had Sherman's name on a watch, and she understood that he also had him have money at other times. George Allen, who said he was formerly a railroad man, said he assisted in carrying some baggage belonging to Sherman to the railroad depot at the request

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of Smythson. A little while before the train left Smythson came to the depot and handed Sherman some money. They both counted it, and he heard the remark made that it was \$500. Several other witnesses were examined.

TWO BOYS GET SIX MONTHS. John Burke and Harry Amacher, Who Held Up Leo Follett.

Two boys, John Burke and Harry Amacher, who threw a sack over the head of Leo Follett and then choked and robbed him of \$11, pleaded guilty yesterday morning, and were sentenced to six months in the county jail.

J. V. Beach appeared for the defendants, but did not make any statement to the court. Amacher's mother was present, and held a quiet conversation with the Judge, taking a position directly in front of the bench.

Judge Frazer stated that it was a serious question what to do with such boys, but he would impose the lowest penalty and give them a chance to reform, and they committed the crime the boys both answered that they did not know.

Judge Frazer said: "It is one of the most unpleasant things the court has to do to sentence boys. I am told that both of you have promised to do better if allowed to go with light sentences. It would be a shame to send you to the penitentiary, because you are young and have always borne good reputations. The court will not send you to the penitentiary, but to the county jail."

SUES CITY & SUBURBAN. Charles G. Adams Wants \$1800 for Damages in Collision.

Charles G. Adams, a butcher, has sued the City & Suburban Railway Company for \$1800 damages, because his team and wagon were run into by a motor-car on December 4, 1901. He sets forth in his complaint that the wagon was smashed and demolished, and that he was violently thrown to the street, rendering him unconscious and severely wounding and injuring his head and shoulders; that he required the services of a nurse night and day, and has not yet recovered from the effects of his injuries. He charges the employees of the defendant, who were in charge of the car, with negligence.

TWO JURIES DISAGREE. No Verdicts Returned in Langworthy and Thomas Cases.

Two juries were discharged in the State Circuit Court yesterday after having been out all night. One was in the damage suit of A. J. Langworthy against the City & Suburban Railway Company. The case was tried with 12 jurors, and they stood six for the defendant and six for the plaintiff.

The other disagreeing jury was in the case of H. Thomas. He is charged with the larceny of a diamond ring, valued at \$1000, from the person of T. J. Day. The jury stood nine for acquittal and three for conviction.

Judge Cake Returns. Judge Cake yesterday returned from Clatsop Beach somewhat improved in health, and was at the Courthouse, attending to business during the afternoon.

He stated that there is a contest for the office of County Clerk, and that as he will have all the work he can attend to for the remainder of the week, the matter of the appointment of judges and clerks of election will not be taken up until next week.

Articles of Incorporation. Articles of Incorporation of the Ophir Coal Mining Company were filed in the County Clerk's office yesterday. The incorporators are P. F. Giltner, L. Hansen and F. Gibson. The capital stock is \$200,000.

Incorporation articles were filed of the Pacific Mutual Home Society by C. F. Wiegand, F. Chappelle Brown and Alex Campbell. The capital stock is \$10,000. The objects are to carry on a general financial agency business, receive deposits of money, loan money, etc.

May Amend Bankruptcy Schedule. In the case of J. Anthony Miller, lately granted a discharge in the United States Court as bankrupt, Judge Bellinger yesterday made an order setting aside the discharge and allowing Miller to amend his schedule of liabilities and assets. This will enable him to include in his list of creditors one who was inadvertently omitted and who has since his discharge been pressing him for payment. As the liability in question was incurred before Miller went into bankruptcy, he considered it entitled to be rid of the annoyance he is being subjected to in the matter.

Fire in a Chicago Depot. CHICAGO, Jan. 16.—Fire broke out in

STRICTLY RELIABLE DR. T. ALLOTT & CO. SPECIALISTS

The Largest Practice on the Pacific Coast—Correct Diagnosis, Followed by Correct Treatment, Means Success.

CONTRACTED DISORDERS

Under the treatment pursued before irrigations were established, six weeks was deemed the duration of an acute contracted disorder. If it proceeded beyond six weeks the condition would have gone into chronic. From our practice in the past five years, covering over 6000 cases, we can show that 90 per cent of our patients have recovered in 14 days or less. It is, therefore, equally proper to hold that a case not entirely cured within two weeks must be considered a chronic one, and some complication has arisen for which the patient should see a specialist.

Home Treatment

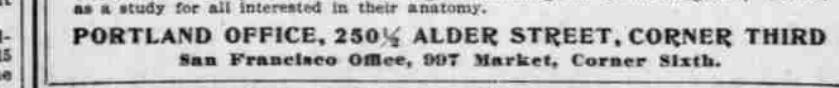
Most cases can be successfully treated at home. One personal visit is preferred; but if it is impossible or inconvenient for you to call at our office, write us a full and unreserved history of your case, plainly stating your symptoms.

COLORED CHARTS

Our colored chart of the organs, which we send free on application to any one interested in the subject, will be found a great advantage in "Home Diagnosis," as well as a study for all interested in their anatomy.

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