ORDERS NEW TRIAL

Judge Bellinger Decides Against Birdie McCarty.

\$22,500 VERDICT SET ASIDE

Jury Acted as If "Under Influence of

Miss Birdie McCarty must make another attempt to recover damages from James Heryford, stockraiser and banker, of Lake County. The verdict of the jury for \$22,500 in her favor rendered

et aside. The motion to set aside verdict and for a new trial is al-

Miss McCarty is a schoolteacher by profession, and her home is in Wayne, She taught in a country school in ake County and there met Heryford, widower, with several children, who was one of the directors of the zhool district. The result of their acquaintance was an engagement to marry, entered into on December 25, 1900. Miss McCarty, in her complaint, asking for \$79,900 dam-ages, charges Heryford with having acages, charges Heryford with having ac-complished her ruln, and then cruelly refusing to keep his word to make her his wife, humiliating her in the eyes of her relatives and friends whom she informed of her future pros-pects in life. She alleged that Hery-ford is worth \$200,000, and consequently well able to pay the sum of damages demander.

Heryford entered a general denial, and also said that he offered to wed Miss McCarty if she would come to Reno, Nev., after she said he had thrown her over. He contended that it was her fault that the match was not consum-mated in due legal form. He denied that his fortune amounts to \$290,000, or more than \$70,000, with an indebtedness of

Judge Bellinger, in his decision, reviews the case in an interesting manner

views the case in an interesting manner as follows:

The jury found for the plaintiff and assessed her damages in the sum of \$22,500.

Defendant moves for a new trial, because of errors which he claims were committed by the court during the trial, and upon the ground that the damages assessed are excessive, and auters to have been given under the

ive, and appear to have been given under the ificence of passion or prejudice. Plaintiff was at the time of her engagement Plaintiff was at the time of her engagement to the defendant 30 years of age, and a school-teacher by occupation. She seems to have taught school frequently not far from the neighborhood where she flyed, and during one Summer, in the State of Indiana, and at different periods of her life she had worked in, or had charge of, three or four different post-offices. The defendant was so years of age, and was reputed to be worth \$200,000. He was a widower with children, one of whom was an a widower with children, one of whom was an a widower with children, one of whom was an invalid. It was shown by the testimony of an attorney who had special opportunities for knowledge on the subject, that the defendant was worth about \$70,000, consisting of an interest in certain stock ranches in Southeastern Oregon, and that he was indebted in the sum of \$20,000, secured by mortgage.

The alleged seduction of the plaintiff was mainly relied upon to increase her it is alleged to have taken place some five weeks subsequent to the promise of marriage, and was, therefore, not the con-sideration for the promise, although the reinas inducement for an iniawful relation beiween the parties. The defendant demies that
he seduced the paintiff, or that he ever had
any improper relations with her. The affidavit
of the landiady of the hotel at Bly, where the
purties stayed one night, contradicts the plaintiff as to the defendant's conduct in engaging
a room at that butel. If this affidavit is true,
the plaintiff has attempted to place the defendant in a false light in order to corroborate
he plaintiff has attempted to place the defendant in a false light in order to corroborate
her financially.

The letters in which the defendant stated
that he had changed his mind and that he had
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Wen's Wage
CHICAGO, Aug.
OHICAGO, Aug. ber statement as to their velations at that jance. If also has done this in one part of her testimony as to the alleged seduction, the whole comes under suspicion. There is no explanation of the fact that the claim of seduction, the was not known to her attorneys, until a few days before the trial of the cause. There is nothing in the letters that passed he ween the parties that himse of sought to get zuch a meaning out of the expressions on her part that "in the sight of beaven they were married," yet these expressions between the parties, and were not ounderstood by her attorneys, who probably examined this currespondence beforehind, and who were not advised, as already stated, of this feature of the case until the ere of the trial. In her letter written after the defendant stated that he had changed his mind and that he had changed his mind and that he had changed his mind and that he had changed his mind the him the had changed his mind the corpanies of commodities in districts where the parties of her clay live, great affliction had overtaken him in the hillondrous the first had the corpanies of the cream of the city live, great affliction had overtaken him in the hillondrous the Employers' Association has discovered that the cost of living has increased in the cream during the last five years, and he says that "Archie is slok again," and has been granted; in further the cost of living has increased in the cream of living has increased in the ratio. In many cases the increase already has been granted; in further and the defendant of the to live the hild that he had changed his mind the billing has increased in the price of commodities in districts where the trail of the corpanies of the price of commodities in districts where the hild that he had the plant in the hilm of reason in the city live of the city live of the first had been in first the cost of living has increased in the price of commodities in districts where the time from him in the hilm of the city live of the city live of the city live of the relations between the parties, and were not so understood by her attorneys, who probably examined this correspondence beforehind, and who were not advised, as already stated, of this feature of the case until the eve of the trial. In her letter written after the defendant had informed her that he could not keep his grounds her that he could not keep his grounds her, she recounts the wrongs done her by his faithlessness: but there is nothing said that is inconsistent with a perfectly lawful relation between them. It would seem that then, if ever, the wronged woman would have spoken; that if in her list of grievances snything was omitted, it would not have been that grievance which is the greatest a woman can suffer at a man's hands. A letter by the plaintiff ho the defendant, written on May 20, a few days before the trial, was offered in evidence, but was not admitted. It was stated in open court, when this offer was made, that if he juintiff he that better advised the defendant of her claim of seduction. The significance of the omission from her letters written at the time of the locates of these ielters were kept by plaintiff, probably with a view to the use that is now made of them. Her explanation of these copies is, that they were originals waich, owing to her state of fluid, were so written that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she year originals waich, owing to her state of fluid, were so written that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not read them; that she feared the defendant could not r But these originals show for themselves; they are well and plainly written. A few unimportant words are crossed out of them, the inference being that, in making the second draft, these words were omitted, and that thereafter the two drafts were carefully compared and the words omitted in the second crossed out in the first, so that the retained original should be an exact copy of the letter sent. There is no copy of any antecedent letter. Moreover, these letters were registered, and the registry receipts are attached. She explains this by saying that therefore in their explains this by saying that therefore in their explains this by saying that theretofore in their indenec something had been said to the effect that he did not get all of her letters; but she wrote at least two letters after this and she wrote at least two letters after this and it seems not to have occurred to her to register these. The suspicion in which her uncorroborated testiment is involved as to this feature of the one is increased by the fact, of more or less significance, that while the alleged improper relations are said to have been maintained for some weeks in a room over one occupied by a man and his wife, with an eight-foot ceiling, in an unclastered house.

due to the verdict does not require the court in any case to enter an unjust judgment. The law is, that an offer of marriage by a defendant in a case of this kind, made after the action is begun, if made in good faith, may be considered by the jury in mitigation of damages. Kelly wa Kenfro, 9 Alabama, Elli, Kurtz vs. Frank, 76 ind., 40. The cases are not in accord as to this. One case, Sperry vs. Estate of Moore (Suprame Court of Michigan), 4 Northwestern Rep. 5th, holds that such an offer is not-cadmissible in mitigation of damages. The reasoning of the court is, that the principle, which would permit such evidence in any case, would admit it in a case where a mar, respectable, virtuous, of wealth, etc., should subsequent to his breach enter on a life of debauchery, and then, when sucd, offer marriage, when any woman of respectability would shrink from his political touch. The criticism to be made upon this reasoning is that it assumes that the jury must give the same consideration to the subsequent offer in all cases. It is a question for the jury in the consideration to the subsequent offer in all cases. It is a question for the jury must give the same consideration to the subsequent offer in all cases. It is a question for the jury in the particular case as to what allowance, if any, should be made because of the offer. In all cases it is a question for the jury in the particular case as to what allowance, if any, should be made because of the offer. In all cases it is all respects as advantageous as the first offer attempt to recover damages from ames Heryford, stockraiser and bank, of Lake County. The verdict of the try for \$22.500 in her favor rendered bout two months ago was set aside stierday by Judge Beilinger, who, in the manifest that the jury has refused to give consideration to an offer in such a case, the verdict should, in the interest of private jury acted under the influence of sussion or prejudice and that it should a set aside. The weight of suthority and the better reasoning support the rule stated. When the defendant residue are gong of the original complexit in this case, containing the allegation that the part werdict and for a new trial is all-wise. Or, Sept. 15, 1002—Miss Bitcle wards.

ing letter: "Lakeview, Cr., Sept. 15, 1902.—Miss Birdle McCarty.—Dear Birdle: I was surprised when an officer today served me with a copy of your compisator for breach of prombe of marriage; I did not believe that you would see me for money, because you so utten said you loved me for myself, and I believed you, and attit believe that you said me not through your own desire, but by the advice of others. You know that I have liked you for your interest and sympathy in me, and admired you for your education and ability. You know, too, had it mot been for my great trouble, caused by the sickness of my son, Archie, who required my constant attention during the last twelve months, and as a cause of such sickness he is now totally blind in both eyes, and attil unable to help himself in any way. Had it not been for all this I should have gone to you and kept my promise; but surely you would not wish me to be as action. "Lakeview, Cr., Sept. 15, 1902.-Miss

to help himself in any way. Had it not been for all this I should have gone to you and kept my promise; but surely you would not wish me to be so selfish, cruel and unfaitherly as to leave my own child dying on a sick hed and go East in order to get married. You, womanitie, can understand my feelings in this matter better than I can explain them.

"I wish you to feel that I am guite willing to marry you. Could I leave my son now, I should go and tell you this in person rather than by letter, but as you promised to meet me in Reno to be married their (there), I now request that you do so as soon as convenient, and notiry me by wire the probable day that you will be in Reno, and I shall meet you their (there), and we will be married. I enclose a defit on New York for two hundred deliurs to pay for your expenses to Reno, and after we are married we shall purchase such things as you think necessary to furnish our house.

"House,"

Hoping that you will come quickly to Bene

"Hoping that you will come quickly to Rans so that we can be married at once, and I shall try hard by kindness and affection to atone for any injury or neglect of the past.

"J. D. HERVYCHD."

This letter offered the plaintiff all the advantages and inducements of the original promise, for which money damages are sought in this action. It is not claimed that the decrendant has less would be a less worth. this action it is not claimed that the de-fendant has less wealth, or is less virtuous and respectable than he was at the time of the breach. All the advantages that the mar-riage then promised her she could have had by accepting the offer of September, 1862. The reparation for her seduction, if there was seduction, would have been as complete then, as if the first promise had been kept, and would have been infinitely more complete than, any reparation that can be made in money. There is nothing to impeach the defendant's good faith in the subsequent offer, unless the There is nothing to impeach the defendant's good faith in the subsequent offer, unless the breach of his promise has that effect, and this is plaintiff's contention. The defendant's brench is urged as evidence that his subsequent offer was not in good ratth. But if the breach has that effect, then, of course, the offer of marriage made after suit cannot in any case is considered in mitigation of damages, and the rule would be abrogated by the conditions, which give rise to it. Futhermore, the plaintiff was willing to come to Beno and marry the defendant in December—two months after be had notified her that he could not keep his promise to her she was willing to trust him.

redible that she should have preferred to make merchandise of her good name, hitherto itied, by proclaiming her unchastity in to increase the sum of money she ex-

order to increase the sum of money she ex-pected at the hands of a jury.

My conclusion is that this verdict is so grossly excessive as to imply that the jury acted under the influence of passion or preju-dice, and that it should be set aside. The mo-tion to set aside the verdict and for a new trial is allowed.

WILL OF CAPTAIN LAMSON. His Property Is Left in Equal Shares to His Children.

The will of Captain Roswell H. Lam-son, deceased, was filed for probate in the complet by a man and his wife, with an eight-foot ceiling, in an unplastered house, where, according to ber own testimony, the moise could be easily heard by the occupants of the room below, not a breath of scandal or suspicion was created as 10 the relations of the parties, although the other occupants of the house testify that the occurrences narrated by the plaintiff could not have taken place without some knowledge on their part in excite suspicion of what was going on. It is the province of the jusy to decide whether the plaintiff has told the truth. The inquiry which the court makes is not to association whether they have erred or not in that teshalf, but whether there has been error is a clause for the will and there is a clause in the will which provides that the executors, R. W. Montague and R. B. Lamson, are not required to file an inventory and appraisement of the property in the Probate Court, but under the new law taxing legacies this will have to be done.

The will, to which three codicile are atcached, is dated February 21. 190, and that there is also real property in Yambill County. An estimated value of the whole estate is not given, and there is a clause in the will which provides that the executors, R. W. Montague and R. B. Lamson, are not required to file an inventory and appraisement of the property in the Probate.

The will, to which three codicile are atcached, is dated February 21. 190, and County Court yesterday. The petition ac-Montague and R. B. Lamson, are not required to file an inventory and appraisement of the property in the Probate Court, but under the new law taxing legacies this will have to be done.

The will, to which three codictle are attached, is dated February 21, 199, and leaves the property to the children, Roswell B. and Helen Lamson, in equal shares. The instrument states that pending the distribution of the estate the education of Helen Lamson is to be liberally provided for. She is to receive an allow-

ringe she is to receive an additional \$1000.
Codicil No. 1 changes the will to the extent that the executors are to act as trustees of the share of Helen Lamson until she reaches the age of 25 years, and at that time to surrender the property to her absolutely, if in their judgment she has the business capacity to safely man-age the same. In the meantime, she is to receive from the trustees all the income

receive from the trustees all the income of her part of the property. Codicil No. I makes a charge against Roswell B. Lamson of \$4000 which he has already received from his father, and codicil No. I provides for a yearly allowance of \$200 a year to Mrs. Dora M. Everett, a sister of Captain Lamson, residing in Tacoma. There are contingent legacies in favor of Henry W. and Edward F. Lamson, brothers of the testator, and Mrs. Dora M. Everett in the event of the death of both of the children.

the death of both of the children.
Captain Lamson's records and papers relating to his public service are bequeathed to his son, and watches and jewelry of his wife to Helen Lamson. An allowance of \$1800 per year is also pro-vided for Roswell B. Lamson until the estate is distributed.

SAYS HE IS DISABLED. Fred Quent Sues Eastern & West

ern Company for \$3000. Suit to recover \$3000 damages for personal injuries has been filed in the State Circuit Court by Fred Quent against the Eastern & Western Lumber Company. Quent in his complaint sets forth that on March 12, 1960, he was in the employ of the commany operating a swinging cut-off the company operating a swinging cut-off saw. A part of the mechanism of the saw was a rope, which Quent says was worn and defective. The rope parted and allowed the saw to swing and strike him, cutting a long, deep gash on his right breast and side. He alleges that he was laid up for several weeks, and says he is permanently disabled.

Articles of Incorporation.

Incorporation articles were aled in the County Clerk's office yesterday by Thomas Sharpp, A. E. Gebhardt and R. W. Mitch-ell, of the Deschutes Fine Wool Company; capital stock, \$5,000. The objects announced are to raise sheep, hogs, cattle and horses, and to do a general livestock business, with especial reference to sheep.

AID FOR STRIKING MINERS Federation Will Establish Three

Stores in Cripple Creek District. DENVER, Aug. 18.—A special to the News from Victor, Colo., says the Miners' Union officials announced tonight that three general supply stores will be established at once by the union for the benefit of the striking miners of the Crippie Creek district. They will be at Victor, Crippie Creek and Goidfield. Goods will be sold at cost, and credit will be given the men until such time as they are able to pay. The necessary funds have been furnished by the Western Federation of Miners. The move is the result of the recent action of the Merchants' Association of the dis-trict in discontinuing all credit business.

NO LIMIT ON STRIKE TAX. National Building Trades Council

Repeals Ten-Weeks Clause. DENVER, Aug. 18.—The sixth annual convention of the National Building Trades Council of America adjourned sine die this afternoon after electing the fol-lowing officers for the ensuing term:

J. H. Maloney, president, Chicago, first vice-president of the International Broth-erhood of Electricians; H. W. Steinbiss, general secretary, of St. Louis, father of the National Building Today County the National Building Trades Council, and its general secretary since the organiza-tion. Six vice-presidents were elected. Sioux City, Ia., was selected as the next place of meeting. An amendment to the constitution was adopted removing the right of the executive board to levy on affiliated internationals and nationals for strike benefits, but it gives the board the right to levy assessments of 5 cents per week upon all affiliated locals. It also removes the 10 weeks' limitation of strike as to time. It also puts the conduct and disbursement of the strike fund in the hands of the general secretary-treasurer of the National Building Trades Council.

COST OF LIVING IS INCREASING. Many Chicago Employers Advance

Men's Wages in Like Ratio. CHICAGO, Aug. 18.—After receiving a re-cort from the corps of experts concerning

Big Papermakers' Strike Ends.

HOLYOKE, Mass, Aug. 18.—The big strike of the Holyoke papermakers, which has been on since June 15, came to an end tonight, when Eagle Lodge, of the International Brotherhood of Papermakers, voted to return to work Thursday morning and declare the strike off. While the 3300 operatives originally affected had been reduced by secessions to the mills, it is conservatively figured that over 2500 men and women will be affected by this

The Millwrights' Union took similar action tonight, and will return to work with the papermakers.

BADLY HURT IN RACE. Frank Kramer and Two Other Professionals Collide,

PROVIDENCE, R. L. Aug. 18.-In a championship ten-mile race of professional riders at the Coliseum tonight, Frank Kramer was badly hurt in a spill with King and John Bedell. Iver Lawson won, Root second, McFarland third and Fenn tourth; time, \$3.53 i-5. Kramer was stunned by being thrown against a post and received several cuts and bruises, but his injuries are not regarded as dangerous. Kramer was

Railrond Men Are Promoted. SAN FRANCISCO, Aug. 18.-Three promotions were announced today from the executive office of the Southern Pacific Company, the most important being that of B. A. Worthington, who has been transferred from superintendent of the Coast division and assigned to duty in the office of assistant to the president, Julius Kruttschnitt. J. C. Wilder, who has been for some time assistant to Superintendent Palmer, of the Oakland division, succeeds Mr. Worthington at the Fourth and Town-send streets depot as superintendent, and A. W. Baker, now at the Oakland mole, will drop into Mr. Wilder's position.

Topeka Also Reports Relief. TOPEKA, Kan., Aug. 18.—The high water in the Kansas River is receding tonight. At Manhattan the river has fallen three feet since last night. Lower water is also reported from Wamego and other places up stream.

certain whether they have erred or not in that behalf, but whether there has been error so flagrant as to imply that they have acted under the influence of passion or prejudice. A wreflet not exceptional in character, upon doubtful fasts, should not be discurbed; but an exceptional verdict against the weight of the existing the distribution of the estate the education of the influence cannot be allowed to stand. The pulphoreness rendered upon a verdict is the page are authorized to increase the amount if the court, and the respect which is

MAY RAISE RENTAL

County Now Gets \$150 for Morrison-Street Bridge.

OLD FRANCHISE MAY GIVE MORE

decording to Terms of Agreemen City & Suburban May Be Forced to Pay 20 Per Cent of the Bridge Earnings.

The Board of County Commission will require the City & Suburban Railway to exhibit accounts of the company's earnings and disbursements. The company will be obliged to comply by the terms of its franchise on Morrison-street bridge. The exhibit will be interesting, because it will probably induce the county exact more than \$150 monthly rental for

he use of the bridge. About one year hence the new bridge will be finished and the company will have to pay 3 cents per crossing, or \$12,000 minimum a year, to run its cars over the structure. But the county has the power to increase the rental under the old franchise, and this is what it is about to

In lieu of the \$150 rental, the county In new of the \$150 rental, the county has the right at any time to collect 20 per cent of the company's net earnings on the structure. This right is gripulated in the contract which gave the company a lease to the bridge for a period of 20

ears from July 1, 1895.
The railway bound itself in that con-ract to keep af all times during the con-inuance of the lease "strict and accurate accounts, which shall at all seasonable times be open to the inspection and ar-amination of said Bridge Committee, County Court or other officer, agency or tribunal having charge and manageme of said bridge. Such accounts must show the monthly receipts of all the com-pany's lines and of the lines operated on the bridge; also the total expenses of operation and the amount of interest on the bonded indebtedness of the company

Company Evades Inquiry.

Several times the county authorities ave endeavored to persuade the company to yield a report of its earnings and expenses. Each time they have been put off by some excuse or other from the urbane Manager Swigert. Four or five months ago County Auditor Brandes paid Mr. Swigert a little visit. The genial manager hemmed and hawed and Mr. Brandes didn't get what he wanted. Last June the County Court sent a letter to Mr. Swigert, asking for the desired favor. The response said that the auditor was out of the city and would not return save in two or three weeks. The company would cheerfully comply with the request on the auditor's return. Hoping this was satisfactory, Mr. Swigert remained yours truly, etc.

This morning the County Board will book into the matter. There is good reason to believe that the county can col-lect much more than 1160 a month from the company. Opinions vary as to the amount that could be secured. One man who until recently has been closely connected with street railway affairs in this nected with street railway affairs in this city, and who has made a close study of the City & Suburban's business, ventures the opinion that the contract, if enforced, would bring to the county \$1000 instead of \$150 a month. This estimate is based on the \$150 trips daily which the company makes over the bridge.

Until recently the \$20 per cent stipulation in the contract was in oblivion. Even Mr. Swigert had forgotten it. "I don't know

Swigert had forgotten it. "I don't know of any such provision in the franchise." he remarked to a county official after somebody had brought it to light.

County authorities believe that the company would surely fight the new law re-quiring it to pay I cents a crossing or \$12,000 minimum per year, were it not for-the existing contract. The railway has opposed the new law as it could, and has even called the terms of the new fran-chise extortionate. However, it is comchise extortionate. However, it is com-ing around to all the requirements fixed by the Legislature and the city.

Bridge Rental May Increase.

When the franchise was let by the Bridge Committee eight years ago, \$150 a month was probably considered the equiv-alent of 20 per cent of the net earnings. But since that time street-car traffic has will, and tha become very much greater, and still the brought in go company pays the old rental. Officials of the petition be the company have said that the low be held later. rental was one of the factors in the sell rental was one of the factors in the seling price of the bridge, which the City & Suburban really owned. But by the terms of the franchise this allegation does not seem to accord with fact.

If the 30 per cent collection would not

If the 30 per cent collection would not bring in \$150 a month to the city, county officials would like to know it, and the company will probably give the desired, information cheerfully. But if the 20 per cent would bring in more than \$150 a month, the county authorities would like to know that also.

Terms of the Agreement.

month, the county autherities would like to know that also.

Terms of the Agreement.

The agreement whereby the City & Suburban was to pay 1852 a month contained. Provided, that if said party of the first part or said bridge committee, or said county. Court, or other officer, bearing, and a sense, having the charge, control an sense, having the charge, shall at any time elect, they shall have, and are hereby given, the fight to take as county part, its disconting the said party of the second part, its successors and assigns, the care of which are run over said bridge; and said 20 per centum of a solices.

The said party of the second part shall and hereby covenant and agree, at all keep stricts also continuance of this lease, shall at all seasonable times, be open to the hasbeetlen and examination of said committee. The said party of the second part, its successors and saigns, showing also the total expenses of operating when the said operation of the said saigns, showing also the total expenses of operating when the said of the railways of the second part, its successors and saigns, and, in order to determine what is recommended to the said saigns, and, in order to determine what is recommended to the said party of the second part, its successors and saigns, and, in order to determine what is recommended to the said party of the second part, its successors and the total expense of operation of the said party of the second part, its successors and saigns, and, in order to determine what is recommended to the said party of the second part, its successors and the total of said sems shall be said and the contained to the said party of the second part, its successors and the total of said sems shall be said the said party of the second part, its successors and the total of said sems shall be said the said party of the second part, its successors and the total capenage of operations and assigns, for each mo

or to said County Court, or other officer, agency, board or tribunal having the charge, management and control of said bridge and shall be paid monthly in like manner and at the same time as above provided for the payment of said monthly rental of \$150.

It shall at all times be optional with the said party of the first part or said bridge committee, County Court, or other officer, board or tribunal having the charge, management and control of said bridge, to take and receive as rental for the use of said bridge by the party of the second part, its successors and assigns as aforesaid, either the said fixed sum of \$150 per month or \$0 per centum of the net earnings, to be ascertained as above provided, of the lines of railway of the said party of the second part, its successors and assigns, the cars of which are run over said bridge.

EAGLES PLAN GREAT TIME National Convention Banquet Will Be Attended by Roosevelt.

NEW YORK, Aug. 18.—The annual National Convention of the Fraternal Order of Eagles will be held at Tammany Hall the first five days of next month. It will be attended by representatives of lodges in every state in the Union. On the first day general business will be transacted and officers elected; the grand parade will take place on the second day; on the third day there will be a banquet, and on the fourth and fifth days the visitors will be shown about town. President Roosevelt, who is an honorary member of the Cow. who is an honorary member of the Cow-boy Lodge at Cheyenne, Wyo., will be inboy Lodge at Cheyenne, W

MAKING READY FOR MINING MEN. Deadwood Will Entertain Prominent

People at Annual Congress. DEADWOOD, S. D., Aug. 18.—Prepara-tions for the American Mining Congress, which is to convene in this city and Lead September 7, are progressing rapidly. The various bureaus are busily engaged in various bureaus are busity engaged in correspondence, and the indications are that the session will be a record-breaker. Director George E. Roberts, of the mint, will have an important paper on the pro-gramme. Word to this effect has just

Secretary Shaw has engaged his rooms coming as the personal representative and at the personal request of President Rosseveit. It is certain now that the question of a mining department in the Cabinet will come up for exhaustive discussion, and it is believed that important action on this matter will be taken.

Among the Governors of states who have already secured rooms are James H. Peabody, of Colorado; S. R. Van Sant, of Minnesota; John T. Morrison, of Idabo, and Charles N. Herried, of South Dakota. They will head delegations from their re-

Wire pulling has already begun for the session of 1904, El Paso, Tex., Omaha and Arizona and New Mexico are already in

Arisona and New Mexico are already in the field. The last two have combined their forces in favor of Arizona.

The greatest collection of precious minerals ever exhibited will be here. This will include the individual collection of the Homestake mine, the greatest gold producer of the world; the collections of the Black Hills, Colorado, California and Idaho, besides smaller collections from other gold and silver-producing states, Idaho is preparing what is believed to be the greatest and most complete single collection ever made.

Scottish Clans Begin Session CLEVELAND, O., Aug. 18.-The twenty first convention of the Order of Scottisi Clans of the United States and Canada

Delegates are present from every state in the Union, and from as far away as Hallfax. It is expected that some amend-ments will be made to the constitution

DENY ESTATE IS WASTED Executors of Will of H. R. Plant Answer Sult to Oust Them.

NEW HAVEN, Conn., Aug. 18.-The executors of the will of the late Henry Bradley Plant today filed in the Probate Court their answer to the application of Charles T. Hoadley and Horace G. Hoad-ley, of Waterbury, for the removal of the executors. The Hoadleys, who are maklng a legal fight for recognition as col-lateral heirs of the Plant estate, which is said to amount to about \$20,000,000, allege the executors were wasting the es tate, and that the probating of the will was wrongfully removed from the juris-diction of the Connecticut courts to New

In their reply the executors, who are Morton F. Plant and Margaret J. Plant, son and widow of the late millionaire, and George E. Pilley, declare that the applicants have no pecuniary interest in the estate except as annultants under brought in good faith. They move that the petition be dismissed. A hearing will

EXTEND SYSTEM.

French Institution Will Exchange Pupil Teachers With Columbia.

PARIS, Aug. 18.—It is proposed to ex-tend to primary education the system of exchange of pupils which now exists be-tween Columbia University and the educational authorities here. The scheme which has been officially approved, pro-vides for sending every year one of the best pupil teachers of the Ecolo Normale Primarie at Auteuil to the New Paltz

Rear-End Collision Results in In-

PATERSON, Utah, Aug. 18.-A rear-end collision occurred on the Union Pacific near here today, injuring Louise Lason, of Omaha: Thomas Kennedy, of Kansas City derstanding of orders, the eastbound fast mail crashing into the caboose of a freight train. Two hundred feet of track was torn up and traffic delayed several hours.

Pennsylvania Senator, However, Is

PITTSBURG, Aug. 18.-Senator M. S. Quay arrived in Pittsburg today on his way to his home at Beaver, from South-ampton, L. I. Early today a sensational report was circulated that the senator had died suddenly on the train while en route to this city. It is not known how the false report started, as Mr. Quey was in his usual health.

NO LONGER MOLEST KING Visitors at Marienbad Spring Ober

NEW YORK, Aug. 18 -An urgent re nest by the Burgomaster of Marienbad visitors not to molest King Edward apsays a Times dispatch from Vienna, by way of London. His Majesty has made everal short excursions, and has ordered motor car for the purpose of making

MORE MEN IN WATER SUIT Kansas Now Sues Irrigation Com-

WASHINGTON, Aug. 18.—The amended bill of the State of Kansas, in the case instituted by that state against the State of Colorado to restrain the latter state in the use of the water of the Arkansas River



imended bill makes 17 of the leading irrigation companies which secure water from the Arkansas River parties to the suit, whereas in the original bill the State of Colorade was the only defendant. It is alleged that the entire flow of water in the Arkansas has been appropriated by Colorado and by corporations organized under the authority of that state.

HELVETIA

FOR DEFYING CASTRO.

Merchants at Cludad Bolivar Refuse

PORT OF SPAIN, Trinidad, Aug. 18. Authentic information was received this morning announcing the imprisonment of French, German and Italian merchants at Cludad Bolivar, Venezuela, which port was recently recaptured from the rebies by President Castro's troops, for refus-ing President Castro's demand for the payment of taxes already paid to the defacto government. President Castro demanda the payment of arrears for the period of occupation of Cludad Bollvar by the revolutionary government. The amount demanded exceeds 265,000. The merchants refuse to recognize President Castro's decree abolishing Cludad Bolivar as a port of entry, and decline to ship goods via Carupano.

goods via Carupano.

It is reported that President Castro has threatened to annihilate the commerce and expel the foreign community of Guayana, on the Orinoco. The native and German firms at Caracas appear to be seeking to control the entire Orinoco import trade. There is no money in the Orinoco country and the distress is very great. All the American river boats and interests up the Orinoco are at a standstill, being mable to move in consequence still, being unable to move in conseqof President Castro's determination to de-stroy the trans-shipment trade in Ameri-can and European goods in the Trinidad and the Orinoco River country.

ARBITRATORS ARE NAMED. Czur Selects Men to Act in Venezue-

Ian Case at The Hague. WASHINGTON, Aug. 18.—Mr. Riddle, the American Charge at St. Petersburg, has cabled the State Department that Mouravieff, the Russian Minister of Justice, Hardy, the Swiss Minister to Paris, and Professor Matzf, of the University of Communications.

Copenhagen, have been named by the Caar of Russia as arbitrators at The Hague, of the causes between Venezuela and the blockading powers.

The three arbitrators named by the Czar are members of the International Court of Arbitration at The Hague.

GREAT ROMAN DISCOVERY lase of Famous Statue of Emperor Is Struck by Workmen.

statue of the Roman Emperor Domitian

Highland, Illinois.

statue of the Roman Emperor Domittan, which is of the greatest interest in determining the fifth century of the empire.

The base stands five feet below the present level of the Forum. It is 40 feet long.

Do feet wide and over 10 feet high. On the top are three blocks of stone, showing where the feet of the horse stood. The fourth block is lacking indicating that fourth block is lacking, indicating that the right forefoot of the horse was raised. The distance between the blocks is so great that it is calculated that the statue was six times life size.

WOMAN HANGS HERSELF Port Angeles Woman Commits Suicide While Insane,

PORT ANGELES, Wash., Aug. 18 --Special.) - Early this morning, during the temporary absence of her husband at his barn, Mrs. David Mossman committed suicide by hanging herself to a beam in her bedroom in their residence in this city, using a twisted sheet for a rope. She was undoubtedly mentally deranged.

Steer Derails a Train.

HORSE CREEK, Wyo., Aug. 18 .- Conector M. J. Sullivan, of northb erado & Southern freight train, was killed five miles north of here this morning, and Brokeman Seibert was badly lujured. The train ran into a steer. Two cars were de-ralied, on one of which Sullivan and Selbert were riding, and they were thrown under the train.

Policeman Shot Making an Arrest

CHICAGO, Aug. 13.—Policeman Joseph Hunkler was shot and fatally wounded early this morning by Waiter Gleason, whom he had arrested for creating a disturbance on the street. Immediately after shooting Hunkler Gleason shot himself near the heart, inflicting a wound that will cause his death in a short time.

Fire on Militiamen at Scene of Riot, DANVILLE, III., Aug. 18.—Much excitement was caused here late tonight when one of three young men fired shots at Guards Pifer and Perkins, members of one of the militia companies that have been on duty at Danville since the re-cent riots. Neither of the guards was in-jured, and they did not return the fire.

Alfred Wheeler, Pioneers.

SAN FRANCISCO, Aug. 18.—Alfred Wheeler, a pioneer of California, and for nearly 54 years an attorney-at-law, in San Francisco, died to-day at the Waldeck Sanitarium at the advanced age of \$1

Minister Drops Dend.

WARSAW, Ind., Aug. 18,-While prepar-ROME, Aug. 18—A most important discovery was made today during excavations in the Roman Forum, consisting of the base of the celebrated equestrian of heart failure.

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