

### \$950 MADE PRICE OF BROKEN HEART

### Peter Johnson Must Pay for Trampling Affections of Elizabeth Bock.

### JURY FIXES THE AMOUNT

**Aged Lover Admits Promise to Wed, Says He is Willing to Pay \$500 and Hopes Jury Will Not Be Too Severe—Court News.**

It cost Peter Johnson, East Side commission merchant, only \$500 to get out of the fourth affair which his tender susceptibility to feminine charms had involved him in. A Circuit Court jury decided late yesterday afternoon that the sum named was sufficient to compensate Elizabeth Bock for her trampled affections.

When the case opened yesterday morning there were many people on hand expecting to see a wedding in court. For in their preliminary documents in the \$500 breach of promise suit both had announced themselves as willing to wed at any time.

Johnson, however, was not ready to go to good this proffer when the final moment came and he came near to losing his case right there, but he got permission to make a showing as to the probable amount of damages due the woman in the case. Instead of a trial or a wedding, the case resolved itself into an inquiry as to the amount Mrs. Bock should be able to collect.

Johnson admitted freely that he had promised to marry the woman; that he had bought her a diamond and a seal-skin sash and some other things. But he explained that he had exercised his right of changing his mind. As to his financial status, he declared he had nothing and could pay no large judgment should it be decreed against him. He averred that his private fortune, alleged by friends to run into five figures, is really represented by two figures, and these with a decimal point before them.

"I've got only 35 cents to my name," he said.

### Hopes Verdict Will Not Exceed \$500

Nevertheless he was very anxious as to what the verdict would be and said he truly hoped the jurors wouldn't go over \$500. He is known to have said he would not at all mind having to pay up to \$500.

Johnson, through R. S. Pague, his attorney, set out to make light of the little filiation with Mrs. Bock. Mr. Pague, in arguing to the jury, recalled his own early flirtations.

"Haven't we all had our little affairs and our dozen sweethearts, all of whom we were going to marry?" he inquired of the jury. "We all have our affairs as well as our wives—most of us have at least."

Circuit Judge Morrow here interrupted the attorney to say he should not gauge all in such a sweeping way, by his own private ideas and practices.

Pague concluded by saying that technically Mrs. Bock was entitled to recover, but he felt that she had lost her case and was represented by a lone dollar and he insisted that she be awarded no larger amount.

### Logan Makes Serious Reply.

John F. Logan, on behalf of Mrs. Bock, replied feelingly to Pague, saying it is this "affinity" business that ruins the country and makes it what it is. It should not be made light of, and that it should not be made light of. He said that the settlement of this case was of wider application than would appear—that the giving of small damages might stamp approval upon the practices of deceivers.

"There is no fool like an old fool," said Mr. Logan, indicating the 58-year-old defendant, "but now that she has deceived this woman and blighted her future are we going to say 'Well done thou good and noble servant; or are we going to put the stamp of disapproval upon first breach of contract."

Judge Morrow's instructions to the jury were very brief.

"This woman has been damaged. No denial is made of a broken contract. The question for you to decide is how much she has coming," said the court. He added that they might fix the amount at anything from one cent to \$500.

### COUNTY GRAND JURY NAMED

### Many Criminal Cases to be Considered During January Term.

The seven taxpayers who will devote the next month of their energies to investigating the irregularities of the community were selected yesterday in the Circuit Court. The drawing of the January grand jury brought out these names from the jury list:

J. G. Holmes, farmer, Troutdale.  
H. Chapman, capitalist, St. Johns.  
John R. Campbell, painter, 125 Emerson street.  
R. Calway, merchant, 285 1/2 Cabala street.  
D. W. Butler, carpenter, 402 Brand street.  
R. S. Cain, restaurateur, 244 1/2 Van-Hill street.  
Walter Brooks, farmer, Holbrook.

Considerable criminal matter will be presented before this body, and such time as is not taken up in the routine will be given over to investigation of complaints and independent research. One of the important matters which District Attorney Cameron has said he will have looked into is the conduct of the county racketeer, James Johnson, formerly a guard at the place, to be called shortly to make revelations concerning the internal workings of things, and he declares he can supply a long list of witnesses who will substantiate all he says.

### PETARSSO GETS SENTENCE

### From One to 15 Years Given Slayer of Desantis in Drunken Brawl.

Antonio Petarso, slayer of V. Desantis, was given a term of one to 15 years by Circuit Judge Gastenbein yesterday on the verdict of manslaughter returned lately by a jury. Petarso will have to serve from one to 15 years in the Penitentiary. The killing occurred in a drunken brawl, and at the trial it was made to appear that Petarso was acting in self-defense when he shot and killed his victim. Petarso, who speaks no English, was informed through the medium of an interpreter what the court's judgment was, and he seemed pleased at the outcome of the trial. Notice of appeal was not given, although it may be presented later.

### Halvorsen Wants \$20,000 for Foot.

Twenty thousand dollars for a lost foot.

is asked of the O. R. & N. Company by Peter Halvorsen in a suit placed on trial before a jury in Circuit Judge Coland's court, yesterday. While helping to unload freight from the steamer Hassalo, early in December, Halvorsen had his right foot crushed, and he attributes the serious mishap to negligence of the company.

### Finch Gets Two Days More.

Two additional days' time in which to appear to argue for a new trial were granted James A. Finch, convicted murderer, in the State Circuit Court, yesterday. Originally this motion was to have been heard next Thursday but Judge Brough consented yesterday to the brief delay upon the showing made by Attorney C. F. Lord that it was impossible to get the motion in shape within more time. Finch is spending practically all his time working on the legions of his case and he professes to have great hope of a new trial being allowed him.

### GOVERNOR CAUSES INSANITY

### GERMAN ADDRESSES LETTER THREATENING EXECUTIVE.

**Writes Long Epistle and Has Others for Delivery to Newspapers and His Friends.**

Jacob Hill, a native of Germany and 31 years old, was arrested by Deputy Sheriff Beattie, Huckleby and Constable yesterday afternoon and is held at the County Jail pending an investigation as to his sanity. The cause of his arrest was a letter he wrote to Governor Chamberlain, in which, it is alleged, he made threatening statements.

Hill was the star witness against Anderson, who was convicted of having killed Engineer Logan on the Fourth street bridge two years ago. He was a cell-mate with Anderson in the County Jail and his testimony was used against Anderson.

Hill had been sentenced to the County Jail for six months for assaulting an aged cripple at the county poor farm, where both were inmates. Hill has also been an inmate of the Oregon Insane asylum, but was released as cured.

December 21 he addressed a letter to Governor Chamberlain in which he stated that he held the Governor personally responsible for his having been declared insane. While the letter contained no specific threat, it was decided that the man should be held and examined again for his sanity. Instructions to that effect were sent from Salem yesterday and Deputy Sheriff's located Hill in Portland in the afternoon.

Hill wrote long letters, and spent the latter part of his life in composing letters to his friends and to the newspapers. He has already written two to the afternoon papers and one to the Oregonian in which he sets out his various grievances.

### PIANIST'S BEAUTIFUL HAIR

### Miss Edith Goodson Tells Anecdote of Days When Tresses Were Thin.

Not to be outdone by masculine members of the pianoforte, Miss Katherine Goodson, the English pianist, who is to appear here January 11 at the Masonic Temple Hall, as soloist at the first Portland Symphony Orchestra concert, possesses a head of hair that always arouses the deepest admiration. Miss Goodson tells an interesting story of the heroic treatment which resulted in her crowning glory.

As a child her hair was extremely thin. She wore it in braids, which she had worn loosely over her shoulders, in the fashion of English girls, and close like a boy's. The result was a double one: for not only did it astound Lechetski at the next lesson, but within a few months caused the hair to grow with the splendid luxuriance that makes her at present a feminine rival of Paderewski, both in the matter of hair and as an artist.

### PLANS BOND ISSUE FOR LIGHT PLANT

### Senator-elect Kellaher Wants City to Invest \$2,000,000 in Electrical Plant.

### SUBMIT PLAN TO VOTERS

**Goes Step Farther Than Mayor and Would Light Streets Besides Sell Current to Public—Initiative Petitions Out Soon.**

### GOSSSELYN DISCUSSES PLAN

**Says Experiment With City Lighting Plant Would Prove Costly.**

That the city will find a municipal lighting plan an expensive venture is the opinion of Benage S. Josselyn, president of the Portland Railway, Light & Power Company. When told yesterday that the city contemplates a bond issue to erect and equip a city power plant to light the city streets, besides furnishing commercial current to whoever may want to purchase it, he said the experiment of other large cities along the same line, such as not to encourage Portland to make the experiment.

### SPECIAL MEETING ON LIGHTING.

Mayor Lane announced yesterday afternoon that he had called a special meeting of the Executive Board for tomorrow morning at 9:30 o'clock, at which a report will be received from the lighting committee. It will be one of the most important meetings of the board ever held. It is anticipated that the board will authorize the Mayor to enter into a contract with the Portland Railway, Light & Power Company to supply the public with current for a period not to exceed one year. It is believed that some such an adjustment will be made.

### Dan J. Kellaher, ex-City Councilman

and State Senator-elect, will soon begin the circulation of an initiative petition calling for a vote at the forthcoming election for \$2,000,000 worth of bonds for the purpose of installing a modern electric lighting system, including generating plants, distributing system and everything that goes to make up a complete equipment. Mr. Kellaher is an even more enthusiastic for municipal ownership of lighting than Mayor Lane, and he is contending only for the city distributing feature at this time.

"When the time comes in the history of any city when one lone company has the people by the neck, as has the Portland Railway, Light & Power Company, it is high time that some one get busy and started a remedy," said Senator Kellaher yesterday, in discussing the lighting problem. "Why, it is simply outrageous, the rates this company is charging, not only the city, but everyone else. I know of instances where merchants have literally been charged double, and in some cases more than double, of late. Now, competition, both in the city lighting and in commercial business, will have a tendency to help some, and I am going to put the matter up to the people and see what they think about this proposition."

Mr. Kellaher has long been harassing the power company, and it was he who recently introduced an ordinance into the City Council providing for repeal of the former ordinance passed by the Council, authorizing the Executive Board to enter into a three or five-year contract with the Portland Railway, Light & Power Company for city lighting. The Council rejected the Kellaher measure. Mr. Kellaher made no reply at the time, but he has since been preparing initiative petitions to circulate, the question being on the issue of \$2,000,000 bonds to build generating plants, to install a modern distributing system and complete equipment for lighting the city's streets, public buildings and parks, and to sell electricity for commercial purposes, in competition with the established company.

Mayor Lane, who has been making a fight for municipal ownership of the city distributing system, has never as much as suggested the erection of a municipally-owned generating plant to cost such an enormous sum as Mr. Kellaher's proposed amendment will call for. The Mayor has always, when questioned as to the expense, declared that the city system could be installed at a cost of not to exceed \$500,000.

The difference between the methods of Mayor Lane and Mr. Kellaher appears to be that the former would acquire municipal ownership step by step, while Mr. Kellaher would complete the job with one large bond issue, and have funds sufficient to start up generating plants, as well as to have charged with the lighting of streets and public buildings. It is believed that the Mayor would be glad to see municipal ownership as outlined by Mr. Kellaher, but it is thought that he decided that the best way to proceed is by degrees, first taking over the distributing plant and securing current for the city lighting by means of competitive bids, and then, perhaps, making more extensive additions and gradually working up to the complete municipal system for both city and commercial purposes.

### POSITION IS KNOWN

### President Josselyn Enters into Lighting Controversy.

### CHEAPER IN PORTLAND

### Figures Cited Showing Rates in Various Cities and That Local Rate is Very Low—Unless 5-Year Contract, No New Arcs.

In the lighting controversy that is raging between Mayor Lane and President Benage Josselyn, of the Portland Railway, Light & Power Company, the latter is determined that the company's position shall be laid fully before the public so that if the company is obliged to turn off the lights on the night of January 10, the people may know why the city is left in darkness. President Josselyn hopes by making the position of his company clear to escape the alternative of turning off the city lights.

If this is done, the public believe outlaws and criminals of all kinds can ply their trade throughout the city unmolested and raise havoc with citizens. Mr. Josselyn, in going into the controversy yesterday said:

Section 6 of the present charter of the City of Portland reads: "The city shall not be bound by any contract or be in any way liable thereon, unless the same is authorized by a city ordinance and made in writing, and signed by the Auditor, Executive Board or some other board, body, person or person in behalf of the city. But an ordinance may authorize an officer, officer or agent to sign a contract for the city without a contract in writing, provided the same shall not exceed one hundred dollars."

Section 507 and 508 of the charter provide for a period of five years from January 1, 1909, which has not been accepted or rejected and is operative if the Executive Board wishes so.

In order that the public may be fully advised, the Executive Board has decided to extend the time of making a new contract until January 10, when, if a new contract is made in accordance with the city charter, the company will be compelled to turn off the city lights.

The provisional price made this city for street lighting is at the rate of \$25 per arc lamp per year. It is interesting to note that the rate made for arc lamp in New York City is \$60 to \$100; Philadelphia, \$30 to \$50; St. Louis, \$37.50; Boston, \$34.10; Cleveland, \$67.12; Cincinnati, \$30; Baltimore, \$27.49; Pittsburgh, \$19; Washington, \$25; Detroit, \$22.83; Buffalo, \$3. The low rate in Buffalo is because power is derived from Niagara Falls, only ten miles distant. For the operation of arc lights in Portland, however, power is mainly generated at Cascade, 40 miles away. The greater the distance from the point of generation to the point of consumption, the greater is the line-loss of electric current in transmission, which has to be covered by a corresponding higher rate to the consumer.

It will be observed that the bid for city lighting made by the Portland Railway, Light & Power Company is lower than that made any of the other cities mentioned except Buffalo and should work for a good opinion of the low rate made by the company.

It is understood that the gas company would not bid on city lighting for a period less than ten years because of the cost of extending gas mains, whereas the city charter only permits letting a city lighting contract for a period not exceeding five years.

The Portland Railway, Light & Power Company, the same reason, cannot enter into a contract for a period of less than five years and install additional street lamps, because the cost of installing these lamps is greater than the rental for a period of two and one-half years. On a five-year contract, for example, the cost of the lamps is now in for about 125 additional arc lamps, if we enter into a contract with the city for a period of less than five years, we could not install any additional lamps and receive any return on our investment. We maintain that until another ordinance is passed by the City Council and until bids have been advertised 60 days, the Executive Board is powerless to let a contract for city lighting except for three or five years as specified in the ordinance; and inasmuch as the company cannot make a three-year contract and install new lamps, it means that either a contract must be let for five years and new lamps installed, or for three years and no new lamps put in Portland streets.

We trust that we will not be forced to cut off the lights at midnight, January 10, and it is not fair to us to be placed in the position of furnishing light, knowing in advance that we cannot collect any pay therefor, or adopt the alternative of turning off the lights. We trust that all who are interested in the welfare of the people will use their best efforts to assist in the matter before the critical time arrives.

### New Schedule on Astoria Road.

Final arrangements are being made by the Astoria & Columbia River Railroad to put on a frequent service between Portland and Rainier, or if arrangements cannot be made for the required sidings, there, to Golbe. It is expected the new

### FOOD EXPLODES; BURNS COOK

### VANCOUVER, Wash., Jan. 4.—(Special.)—While Michael Steffan yesterday was preparing some food over a stove and was pouring the contents from a dish into a can something in the dish exploded and his face and eyes were badly burned.

# California

## Mid-Winter Excursion

### Portland to Los Angeles and Return

# \$84.25

**Including**

Berth in Pullman sleeper and all meals on going trip; side trips in and around San Francisco, Palo Alto, San Jose, Del Monte, Paso Robles, Santa Barbara, and numerous entertainments by enthusiastic Californians.

### Southern Pacific

#### Special Train

Special excursion train leaves Portland 10:30 P. M. Saturday, January 16th, arriving Los Angeles Friday, January 22d, at 5:45 P. M. Tickets provide for stopover on return trip which may be made at pleasure within 90 days.

Call at City Ticket Office, corner Third and Washington streets, for itinerary of excursion, sleeping car reservations and tickets.

## Wm. McMurray

General Passenger Agent  
Portland, Oregon

trains will be put into commission next Sunday by the Hill road. The following schedule has been made out: Leave Rainier 7:30 A. M., arrive Portland 9:16 A. M.; leave Portland 1:15 P. M., arrive Rainier 2:50 P. M.; leave Rainier 2:30 P. M., arrive Portland 5:16 P. M.; leave Portland 11:20 P. M., arrive Rainier 2:36 A. M.

**PERSONAL MENTION.**

W. E. Spoler and family, well-known residents of the Mount Scott district, left yesterday for California, where they will spend the remainder of the winter.

CHICAGO, Jan. 4.—(Special.)—Portland people registered at the leading hotels are: E. A. Hollenhead, at the Auditorium; C. A. Hunter, at the Grand Pacific; F. L. Masura, Great Northern.

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Take LAXATIVE BROMO QUININE Tablets. Druggists refund money if it fails to cure. E. W. GROVE'S signature is on each box. 25c.

### TOPICS OF INTEREST TO MOTORISTS DISCUSSED AT BANQUET OF AUTOMOBILE DEALERS' ASSOCIATION



PORTLAND AUTO DEALERS AND GUESTS SEATED AT BANQUET TABLE IN COMMERCIAL CLUB.

With only one exception every firm dealing in motor cars or accessories in the City of Portland was represented last night at the banquet given by the Automobile Dealers' Association in the dining-room of the Portland Commercial Club. The meeting was in the form of a boozing, and the principal object of the session was to entreat the dealers over the coming automobile show, which will be held in the Armory during the course of the speeches, which formed an antithesis to the feast. It was announced that every foot of available space had been contracted for, and that the majority of the dealers had placed early orders for show cars to insure delivery before that date. Another matter that received the unqualified approval of the association was a resolution to encourage the Legislature to provide means for the building and maintenance of good roads throughout the state. In addition to this an effort will be made to have incorporated in the law that is being drafted a clause that will require all vehicles to carry lights on the public roads at night. The table was presided over by President J. B. Kelley, who also acted as toastmaster. The report was prepared by a committee of which P. A. Combs was chairman. Those present were President J. B. Kelley, Secretary R. E. Hodgott, Treasurer C. E. Wright, H. L. Keats, Fred A. Bennett, E. L. Chisholm, O. O. Tichnor, D. E. Kennedy, H. F. Melkin, J. E. Greenleaf, Samuel R. Archer, S. B. Stoddard, R. E. Heath, L. E. Crowe, H. A. Burgess, E. C. Egan, Fred Gumpert, G. M. MacDougall, D. M. Smith, C. E. Miners, C. W. Vaughn and M. B. Moore.

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full-sized and silver plated, of exclusive rose pattern, finished in fashionable French gray like the best solid silver and warranted by Wm. Rogers & Son; good enough for any table and any society. This picture gives only a suggestion of its beauty. You get it by sending us the metal top from a jar of Liebig's Company's Extract of Beef and the spoon will be sent to you free of cost. Of course, you must get the genuine

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Company's  
Extract of Beef

with the signature in blue across the label, the most wholesome, far-going, delicious meat extract; it teaspoon makes a cup of the finest beef tea.

After you have the spoon you will want the fork of same heavy silver plate, rose pattern and beautiful finish, which will be sent for a Liebig top and 20c. in stamps. No advertising on either fork or spoon. Address, CORNELIUS DAVID & CO., Dept. S, 130 Hudson St., New York.

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## Units of Illumination

Add the finishing touch which distinguishes the modern home. The newest fixtures are the chandelier or sidelights, with prism effects—the beautiful, soft radiance shining through crystal glass makes you feel the historic sentiment of Colonial days, when this style was in vogue. To appreciate their real charm, visit our specially-designed display-room and look over our varied stock; consult our expert designer on lighting suggestions, for parsimony in lighting fixtures is expensive economy. We guarantee every fixture, all workmanship. Everything for comfort or convenience in electric novelties, lamps, mantels, grates, fire sets, etc.

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