BOAT DRILLS NOT HELD ON TITANIC

Stations Not Designated Until Morning of Disaster, Fireman Testifies.

SHARP LOOKOUT ORDERED

Speed Not Diminished, However, in Face of Danger—British Public Continues to Show Apathy as Inquiry Goes On.

LONDON, May 7.—The apathy of the British public, which has been one of the features thus far of the Board of Trade inquiry into the Titanic disaster, was again demonstrated by the thin attendance when the Commissioners under the Presidency of Lord Mersey, resumed their investigation today.

The first witness called today was George Beauchamp, a fireman of the Titanic, who testified:

"I did not know which was my boat station. I heard that a list had been put up that morning, but I did not see it. None had been put up before. I did not know where to go, so I went up to the boat deck and to lifeboat No. 15, on the starboard side, where I helped to put in the women and children. There was an officer there and when the lifeboat was full he gave the order 'lower away.'

Boat Without Light or Compass.

"There was between 60 and 70 in all in the boat, which was put in charge of a stoker. There was no light, compass, provisions nor water in the boat."

Beauchamp testified that he had seen no boat drill on the Titanic.

Robert Hichens, quartermaster, testified that he was on duty on the bridge of the Titanic at 8 o'clock. He heard Second Officer Lightoller through the telephone give an order to the men in the crow's nest to keep a sharp lookout for ice and growlers.

Hichens went on duty at the wheel at 10 o'clock. He testified that the logbook showed the speed to have been 45 knots in two hours and that there was no change up to the time the Titanic struck the iceberg at 11:40.

Hichens said that while he was attempting to get off a collapsible boat an officer ordered him into a lifeboat. This carried two men as crew and 45 passengers, all of whom were women, except Major Peuchen and a boy. The boat might have held five or six more persons. There was a barrel of water on board, but no compass, and he thought there were no biscuits. A lamp was served out to him before the boat was launched.

The boat proceeded toward the light of a ship for five miles. The ship was lying two points on the port bow, but her light gradually disappeared.

Hichens testified that the boat should have been manned with not less than five seamen in calm weather.

"Would the lifeboats have been of any use at all if there had been a rough sea?" Asked Lord Mersey.

The quartermaster replied emphatically:

"I am sure they would not, my Lord."

There had been no instructions given to the crew in opening and working the collapsible boats, although they were more difficult to handle than lifeboats.

Stately Hearing Drags.

The examination was significant because it showed the government's determination to discover what steps were taken to get off the third class passengers. The main points brought out in the general inquiry were that the ship was going at full speed; that no boat drills had been held; that some of the sailors did not know their stations, and that the boats were inadequately manned and directed and were not provided with lights, compasses, water or rations.

Whatever comparisons may be drawn by this "stately and well-ordered tribunal," as one of the weekly reviews predicted it would be, and the proceedings before Senator Smith's committee, the British court certainly is anything but expeditious.

Sir Rufus Isaacs, the Attorney-General, who is conducting the government's case, is not acquainted sufficiently with the details to manage with any economy of time. The result is that he has to stop frequently to consult with his assistants.

DRUGGISTS TO HEAR TALKS

S. H. Rich Will Lecture Tonight Under Auspices of Y. M. C. A.

Pharmacists of the city and all others interested have been invited by the educational department of the Portland Young Men's Christian Association to attend a lecture in the Y. M. C. A. auditorium tonight at 7:30 o'clock. The speaker will be Stanley H. Rich, a lawyer, who is also a registered pharmacist. His subject will be "The Legal Rights of Pharmacists in the State of Oregon." There will be no charge.

"We feel sure that this will be an interesting talk, since Mr. Rich will deal with the many important questions which have been decided by the courts of Oregon," says a circular issued by the Y. M. C. A. School of Pharmacy in announcing the lecture. "The object is to give clearly and concisely valuable information which may be of interest to the registered druggists and others associated with this business."

POLICEMAN CANNOT QUIT

Officer Accused of "Joyriding" on Duty Must Stand Trial.

Policeman Foster, who was accused of taking a joy ride recently while on duty, will not be allowed to resign, as he wished to, but must stand trial before the police committee.

Upon recommendation of Chief Slover, the members of the committee yesterday afternoon decided to compel Foster to appear for a hearing on the charges that have been preferred. They believe that he should, if guilty, be dismissed from the service, as he has been in trouble before.

If he is guilty, they say, it would not be right to accept his resignation, as, if they did, he could later apply for reinstatement, under civil service rules.

'CRANK' THREATENS MAYOR

Police May Be Asked to Arrest Menacing Letter Writer.

Mayor Rushlight is at present the target for "cranks," and it is probable the police will be called into consultation unless letters from a man, whose name the authorities refuse to give out, cease.

George K. McCord, secretary to the Mayor, declined to give the name of the man who has written two threatening letters to the Mayor in a legible, intelligent hand. In some portions the writer rambles, as though mentally affected.

However, last week, it developed yesterday afternoon, a peculiar individual was escorted from the executive offices at the City Hall by Detective Sergeant Price. Secretary McCord was reading a letter early one morning at his desk when the man walked in and sat down near him. Seeing the letter, the man acted as though he recognized the writing, but he would not admit it. He was searched and a bottle of carbolic acid was found. He asked to see the Mayor, but was refused. He was not arrested. He returned the next morning, but the Mayor was not in and he left.

PORTLAND CITIZEN ACTIVE IN GERMAN SOCIETIES IS LAID TO REST.

Ulrich Zeltfuchs.

Ulrich Zeltfuchs, of 4404 Forty-second avenue, Southeast, who died Saturday, May 4, after a long illness, was born February 22, 1843, in Sondershausen, Thuringia, Germany. He came to Portland in 1877, settling on a farm near Mount Tabor. In the following year he was married to Mary Fleishhauer. In 1880 he engaged in business in Portland. He was prominently identified with a number of German societies, and was also a member of the volunteer fire department. Mr. Zeltfuchs was buried in Lone Fir Cemetery. He is survived by his wife, two sons—Emil A. Zeltfuchs, of Oakland, Cal., and Edward H. Zeltfuchs, of Berkeley, and a daughter, Marie A. Zeltfuchs, of Portland.

ENTRIES ARE ANNOUNCED

CANADIAN BOXERS AND MAT MEN YET UNNAMED.

Vancouver Expected to Send Several Others to Pacific Northwest Championships.

Edgar Frank, chairman of the indoor sports committee of Multnomah Amateur Athletic Club, announced last night that the list of entries for the Pacific Northwest boxing and wrestling championship tourney, scheduled for Multnomah Club Thursday and Friday nights, is complete with the exception of the Vancouver Athletic Club men. The Canadian entries will arrive in today's mail.

The following is the list of entries to date:

115-pound boxing—McNeil, Columbus Club; McCoy, Spokane; Ellingston, Spokane.

125-pound boxing—Rothus, Seattle; Grimann, Stevens, Columbus Club; Holcomb, Reed, Spokane.

135-pound boxing—Eyeman, Multnomah Club; Rothus,; Duval, Seattle; Schmer, McDonald, Columbus Club; Knowlton, Firemen's Club; McKevitt, Spokane.

145-pound boxing—Madden, Wheatley, Multnomah Club; Krieger, Columbus Club; Wall, Spokane.

158-pound boxing—Derbyshire, Miebus, Multnomah Club.

Heavyweight boxing — O'Donnell, Multnomah Club; Madden, unattached.

115-pound wrestling—Meagher, Vancouver, Wash., unattached; Glahe, Spokane.

125-pound wrestling—Pearcey, Saint, McCarl, Thorsness, Multnomah Club; Runchey, Seattle; Yarnomoto, Tacoma.

135-pound wrestling—Franske, Trainor, Fabre, Multnomah Club.

145-pound wrestling—Duff, Franske, Babre, Multnomah Club; Vance, Seattle; Talbot, Comstock, Tacoma; K. Klotsas, unattached.

158-pound wrestling — McCarthy, Bradt, Multnomah Club; Wray, Seattle; Carlsen, Suplicke, Columbus Club; Klotsas, unattached.

Heavyweight wrestling—Daviscourt, Helwig, Multnomah Club.

Dr. A. E7. Loomis has been chosen wrestling referee in place of Herbert Greenland, whose business duties will not permit him to serve.

Vancouver entries will probably include Ernie Barriea, lightweight boxer; Walker, heavy and middle wrestler; Hatch, welterweight wrestler.

PENDLETON STORE BURNS

Wonder Stock Is Total Loss of $22,000.

PENDLETON, Or., May 7.—(Special.)—A fire, which broke out on the ground floor of the Wonder dry goods store early tonight, for a time endangered one of the principal business blocks. Prompt work on the part of the fire department kept the blaze within the walls of the building.

A stock of dry goods valued at not less than $22,000 is practically a total loss, covered by approximately $12,000 insurance.

It is believed the fire started from defective electric wiring. Flames were shooting from rear windows of the building when the alarm was turned in.

County Delegates Chosen.

LYLE, Wash., May 7.—(Special.)—Through the primary elections held to elect delegates to the county convention at Goldendale, May 11, the following delegates were chosen: James Morgan, W. V. Crane, John Kure and M. McGinniss, Lyle; W. E. Oneal, D. W. Catterlen, R. M. Craghead and P. O'Kerill, Appleton; C. M. Cutting, H. Thode, W. Coste and O. J. Smith, Trout Lake.

DECISION CONFIRMS CONTROL OF BLOCK

Federal Circuit Court of Appeals Upholds Contention of Mr. Pittock.

LEASE NEVER EXTENDED

View Taken by Lower Court Is Accepted by High Tribunal and Decision Is Expected to End Litigation.

SAN FRANCISCO, May 7.—(Special.)—The United States Circuit Court of Appeals today handed down a decision restoring to Henry L. Pittock, of Portland, Or., full control of and clear title to his block in the business section of that city and sustaining him in all his contentions against the men who had undertaken to lease the property.

Mr. Pittock had won, in 1910, the suit brought by himself and his wife in the United States Circuit Court for the District of Oregon against J. Whyte Evans and W. D. Wood. This suit was to cancel the lease given to Evans, and assigned by Evans to Wood and associates, on the ground of non-payment of rent. Thereupon Wood and his associates appealed to the United States Circuit Court of Appeals. The case was heard before Judges Gilbert, Ross and Morrow, and the decision, affirming the judgment of the lower court in cancelling the lease, was rendered by Judge Ross. The title of the case was J. Whyte Evans and W. D. Wood, appellants, vs. H. L. Pittock and Georgiana Pittock, appellees. The important point at issue in the case was whether Mr. Pittock had granted Wood and his associates an extension of time in which to pay the delinquent rent. Upon this point, Judge Ross holds that there had been no such agreement.

Case Reviewed in Detail.

The case is reviewed to considerable extent in an opinion covering 24 typewritten pages, which goes into details so far as to give questions and answers made by Wood. The opinion by Judge Ross Says:

"As will be seen from the bill, the object of the suit was to obtain a decree removing cloud from complainants' title by cancelling the lease—the ground of the suit being the alleged fact that the complainants, Mr. and Mrs. Pittock, had thertofore lawfully declared the lease forfeited by reason of the breach of its covenants and conditions by the lessee.

"The real question in the case is whether the time for the performance of the covenants and conditions of the lease was extended by agreement of the parties. It is contended on the part of the appelants that this was effected at a meeting between the complainant Pittock and the defendant Wood and his associate in the enterprise, Hawley, held at Pittock's offices in Portland on May 13, 1909."

Here Judge Ross goes into detail as to that conference and finally concludes:

"Not only is the claimed agreement on Pittock's part to extend for nine months the payment of the overdue money strenuously denied by him in his testimony, but we think it highly improbable that he would have made such an agreement. And the testimony of Wood and Hawley as to what occurred at the meeting in question is far from sustaining their contention. It is undoubtedly true, as shown by the testimony of all parties to the consultation that Pittock did not then wish to cancel the lease and we are of the opinion, from the record, that he did at that meeting practically acquiesce in the postponement of the commencement of the building by the lessee for the nine months asked for that purpose; but that he did not consent to any such delay in the payment by the lessee of the money due u der the lease.

Agreement Not Made.

"In the testimony of Wood and Hawley as to what occurred in the meeting of May 13, there is no statement that Pittock agreed to wait for nine months or any other definite time for the payment of the money due him, and there are implications to be drawn therefrom, to some extent, at least corroborating Pittock's testimony to the effect that they then said they thought they would be able to pay the money due within the 60 days from that time.

"Not having done so, Pittock gave notice on August 9, 1909, to the effect that unless the money was paid within the next 60 days he would declare the lease forfeited, which he later did, such payment not having been made. The conclusion reached by the court below, and to which we have come after a careful consideration of the record, that Pittock did not make the agreement relied upon by the appellants, is sustained by the further facts shown by the record that when the notice of August 9 was received by Wood, the latter made no contention that a forfeiture for the non-payment of the money due would be in violation of a previous agreement for the extension of such payment, nor when notified in October, 1909, by Pittock's secretary, the witness Price, that he had positive instructions to commence suit if the rent was not paid by October 10, did the defendant claim that there was any agreement for the extension of time for such payment, although he did protest against the bringing of such suit on the ground that it would do the complainant no good and prevent the defendant from proceedings under the lease and injuriously affect the work then being carried on by the defendant in Portland.

Other Questions Not Decided.

"The present not being a suit to declare a forfeiture, the other question argued by counsel does not arise.

"The judgment is affirmed."

In February, 1907, Mr. and Mrs. Henry L. Pittock entered into a lease with J. Whyte Evans for a period of 99 years, covering the block in Portland bounded by Washington, Stark, West Park and Tenth streets. Four months later the lessee sold the lease to W. D. Wood, who, with his partner, Hawley, represented the Trustee Securities Company, a Connecticut corporation.

One of the conditions of the lease was that a building to cost not less than $500,000 should be erected on the premises, work to begin not later than July 1, 1908, and pursued diligently until completed. The Trustee Securities Company was to insure payment of the rent stipulated in the lease until the building was constructed. The rent was paid until September 1, 1907. On that date the payment of rent, taxes and assessments against the property by the lessee ceased, with the single exception of one subsequent payment of $10,000.

This condition continued until October 1, 1909, with constant efforts on the part of Mr. Pittock to have the parties carry out the terms of the lease, although that instrument contained a provision authorizing its cancellation by Mr. Pittock at any time the lessee became delinquent 60 days in the performance of the conditions imposed therein.

In October, 1909, Mr. Pittock instituted suit to cancel the lease. Wood and his associates then made a vigorous defense, charging that an extension of time for the payment of the delinquent rent had been granted. Every available technicality was raised by the lessee to continue the case in the courts as long as possible, with a view of inducing Mr. Pittock to continue the old lease.

Litigation Prevents Improvement.

The case was finally heard by United States Judge Bean in the Fall of 1910 and judgment for cancellation of the lease was awarded Mr. Pittock. From this decision, Wood and his associates appealed to the Circuit Court of Appeals at San Francisco. The case was heard by the Appellate Court last September.

The logical and practical effect of the litigation during its life has been to keep the property off the market and prevent any improvement of any kind. The persistent efforts of the lessee, Wood, together with his associates, to establish an equity in the property have prevented Mr. Pittock for a period of nearly five years from either leasing the property or improving it.

Mr. Pittock was obliged to continue the litigation to its end and the decision of the Court of Appeals at this time has cleared the property from all possible clouds on account of the lease. It is not believed any question is involved in the case which entitles the lessee to appeal to the Supreme Court of the United States. With the disposition of a possible motion for a rehearing, this decision should end the litigation.

"The appellate court seems to have entered into a review of the testimony, determining therefrom that no extension of time was granted by Mr. Pittock," said W. M. Cake, of the firm of Cake & Cake, who represented Mr. Pittock in the litigation. "Mr. Pittock's testimony is said by the court to be corroborated and his evidence is taken as stating the real transactions between him and the lessees. Mr. Pittock merely permitted the delays in performance, forbearing to begin suit or declare the lease at an end, this not constituting any agreement for the extension of time for the performance of the covenants of the lease to be performed by the lessees."

In another suit, tried before a jury in Judge Bean's court, Mr. Pittock received a judgment for $84,000 against the lessees for delinquent rent from September 1, 1907, to October 1, 1909, when Mr. Pittock instituted the suit for cancellation of the lease. In this case, the lessees have not taken an appeal and the judgment stands against them.

LABOR VOTE CAST GIVEN

DISCREPANCIES IN STATEMENTS MAY BE PROBED.

Figures on Election Expense, as Given by Workingmen's Club, Do Not Check.

James Maguire, secretary of the Workingmen's Political Club, yesterday filed with County Clerk Fields a sworn statement showing the expenditure of $1623.61 by that organization in the recent primary campaign. The same statement reports subscriptions from candidates aggregating $1247.70, with a number of bills unpaid.

The largest individual contributor was A. W. Lafferty, who presented the club with $300. The report shows that only $21 was expended in behalf of Lafferty and that that sum went for advertising. Small contributions were made by a number of candidates, and several of the labor organizations made donations.

Apparent discrepancies in the report, which is sworn to by Mr. Maguire, are disclosed when it is compared with the individual sworn statements of some of the candidates who were indorsed by the club and supported in the election.

For instance, Joseph H. Jones, successful candidate for Justice of the Peace, in his report shows receipts for the payment of $76 to either Maguire or Andy Madsen, another officer of the club. Maguire's sworn statement credits Jones with a contribution of only $20.

There is nothing in Maguire's report to show that Seneca Fouts, T. J. Kreuder, W. H. Fitzgerald, Fred W. Prasp, Arthur W. Lawrence or M. J. Murnane contributed anything. All of these men were supported by the club. Prasp, in his sworn statement, submits a receipt for $35, signed by the officers of the club, for a cash contribution. Lawrence, according to his sworn statement, gave the club $20; Murnane contributed $21, which was used for advertising, and Fitzgerald attached to his statement a receipt for $20, also expended for advertising. Neither of these contributions are shown in Maguire's report.

R. O. Rector, unsuccessful labor candidate for the Legislature, swears to the payment of $21 to Andy Madsen, and has filed with the County Clerk a receipt from Madsen. In Maguire's report, Rector is credited with only $2.

These apparent discrepancies were pointed out to District Attorney Cameron yesterday. That official said he would check up the statements, and that if he finds the corrupt practices act has been transgressed he will submit the matter to the grand jury.

MOTHERS ELECT OFFICERS

Oregon Congress Chooses Mrs. Clara H. Waldo President.

At a meeting of the Oregon Congress of Mothers, held at the Young Women's Christian Association building yesterday, the following officers were elected to serve until October, 1913:

Mrs. Clara H. Waldo, Portland, president; Mrs. Robert H. Tate, Portland, first vice-president; Mrs. A. King Wilson, Oswego, second vice-president; Mrs. C. J. Smith, Pendleton, third vice-president; Mrs. C. M. Collier, Eugene, fourth vice-president; Mrs. A. N. Bush, Salem, fifth vice-president; Mrs. Clinton D. Hoyt, Hood River, sixth vice-president; Mrs. Harry Tuttle, Medford seventh vice-president; Mrs. Hugh J. Fitzpatrick, Hammond, eighth vice-president; Mrs. George Brownell, Concord, recording secretary; Mrs. Harley L. Walter, Portland, corresponding secretary; Mrs. Lyman B. Andrews, Portland, treasurer; Mrs. J. C. Elliott King, Portland, librarian; Mrs. George T. Gerlinger, Dallas, auditor.

A report from the various circles of the congress saying that they were preparing to take part in the Rose Festival parade and were anxious to secure uniformity of decorations was read.

Pioneer Has Paralysis.

OREGON CITY, Or., May 7.—(Special.)—W. W. Watenpaugh, Oregon pioneer, and member of the Meade Grand Army Post, was sticken with paralysis at his home at the head of Fifth street Friday, and his condition it critical.

VANCOUVER, Wash., May 7.—(Special.)—Many prune trees are shedding their blossoms, making chances for a heavy crop not rosy. The shedding has been going on several days, according to A. A. Quarnberg, district horticultural inspector, who has found a number of orchards near the river almost devoid of blossoms.