Exposition Management Will Not Appeal Decision of Judge Frazer.

PRESS BUREAU BULLETINS

the Concessions but One Today, but Good Order Will

The fight for Sunday opening of the Trail is ended, for the Exposition is to take no further action to prevent the shows from opening, it is said on good authority that President Goods and the executive committee will allow the decision made by Circuit Judge Frazer yesterday to rost. Last evening the opening of the Trail was officially bulletined by the Exposition Press Bu-

bulletined by the Exposition Press Bureau.

Judge Frazer's issuance of an injunction restraining the Exposition from interfering with Sunday Trail opening was the cause of general felicitation on that amusement thoroughlare. Plans were made to conduct the various shows in an orderly manner. The spiciers will handle their voluminous voices a trifle gently. Noisy drums will not break in on the Sunday air, nor will there be any unseemly noises. The concessionaires are unanimous in declaring that there will be no objection to their manner of operation. Any effort to attract attention by means of loud noises will be summarily checked by the Centennial Guard. It was announced last evening that the Exposition intends to preserve strict order.

tion intends to preserve strict order.

The privilege of opening includes every attraction but Gay Parce. Promise has been made by the concessionaires that this show will operate only on week days. All believe their shows will thrive hereafter, claiming that the closing of the Trail has kept thousands of working people away, who went elsewhere in search of diversion,

DECLARES THEY MAY OPEN.

Court Finds For Concessionaires at Trail on Sunday Contention.

The attractions on the Trail at the Exion and the Davenport Farm may on Sundays. Judge Frazer so held orday in deciding the suits brought by the Roltair Amusement Company and Homer Davenport, and issued an order enjoining the officers of the Lewis and Clark Corporation from interfering with the Sunday operation of the Trail. The court expressed the opinion that the con-tracts entered into between the concesionaires and Exposition managers do not prohibit Sunday shows. Attention is also called to the fact that a resolution was passed by the fair directors declaring in or of Sunday opening, which was wide-advertised, and, further, that the laws gon permit theaters to run on Sun-Judge Frazer, in deciding the case,

said;
The first question which arises on this application is whether the laws of this state prohibit the operation of such exhibitions as plaintiffs on Sundays. Of course no court would aid any person or corporation in the enforcement of any contract, or to protect any contract right, if such contract or right were bontrary to the laws of the state. The Sunday closing law, as amended in 1903, expressly excepts theaters, and it is conceded that any show which comes within the definition of a theater may lawfully be kept open and operated on Sunday. On the other hand, it is admitted that places of amuse-

of a theater may lawfully be kept open and operated on Sunday. On the other hand, it is admitted that places of anusement which do not fall within the definition of a theater may not lawfully be kept open on Sunday.

A theater is defined to be "a building especially adapted to dramatic, operatic or speciacular representations; a playhouse." (Standard Dictionary.) The Boltair Amusement Company's exhibition is described as "a haunted castle, with illusions and a stage for illusory purposes," etc., and clearly comes within the above definition of a theater. Homber Davenport's exhibition is simply a collection of fare and curious animals kept within an enclosure, which he calls a farm. It could hardly be called a theater, and it remains to be determined whether its exhibition on Sunday is prohibited as a place of amusement. The word amusement in its broadest meaning includes any recreation or pastime; but as generally understood is synonymous with tun, merriment, or sport, and it is evidently in this latter and castled sense that it is used in the Sunday closing law. Otherwise the keeping open of zoological collections at the public parks or of the parks themselves on Sunday would be contrary to law. It is admitted that there is nothing offensive or indecent about either of these places; on the contrary, they are admitted to be not only perfectly harmless, but educative in their character. It follows that their operation on Sunday is not contrary to law.

The remaining question to be determined is whether the representations united to be a contrary. The place of an anusement of the sunday is not contrary to law.

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The remaining question to be determined is whether the representations untitled their money in these enterprises, and pay for the privilege, or their contracts with the defendant give them such a right to operate their exhibitions on Sundays, as court of equity to grotect them in that right.

On the bearing affactive and ornal ease that privilege the properties of the signing of the contracts the directors of the defendant corporation had advertised to the world that the Fair would be kept open on Sunday, those of the part of the Fair, and that when plaintiffs objected to paying the amount of the paying the paying the properties of the paying the pa

crating, and within reasonable limits, the hours. Now, the plaintiffs in these suits have by their contracts agreed that the defendant shall have power to make "rules and regulations" of their concessions on Sumdays. Except for this part of their contract, there is nothing known to the court which would prevent heir operating on Sundays; and it seems to me that if these words, as ordinarily understood, would not convey the idea of a right to abolish or prohibit, then, they ought not to be so construed by the court. Indeed, the very words "governing the operations of their concessions on said days" (Sundays) would seem to imply an operation to some extent, at least, on such days.

It has been contended that this whole paragraph of the contract taken together as susceptible of a different meaning; that is, that it may be construed to confer power to entirely prohibit operations on Sundays. I think this is true; it might be so construed but the more natural construction is the other way, especially when considered with reference to the conditions surrounding its execution, and the general understanding of the parties at the time. If it is true, as some of the witnesses testified, that the representative of the defendant during the negotiations with plaintiffs gave them to understand that the Exposition would be open on Sundays, and urged that fact to induce plaintiffs to pay more for the privilege of exhibiting fand Mr. Wakefield did not deny these statements further than to say be did not remember having made them), then it is apparent that it was the understanding of the parties at the time that plaintiffs chould have a right to operate on Sundays, and urged that fact to induce plaintiffs to pay more for the privilege of exhibiting fand Mr. Wakefield did not deny these statements further than to say be did not remember having made them), then it is apparent that it was the understoned of the three beauties of the parties the maning. I have no doubt that the parties themselves, at least those signing the instrume

Let a preliminary injunction issue as prayed for in the complaint.

Fox Seized and Case Transferred. The launch Fox, seized by the Sheriff Saturday on account of a suit filed by Cassins W. and Leroy C. Weir, to recover 108, was yesterday released, and the case will be transferred to the Federal Court, The Weir brothers demand \$189 rent due for a barge, and also 1239 damages be-cause the barge was wrecked. The Sher-iff was given what is known as a civil warrant of arrest to take the boat, and when Deputy Sheriffs Downey and Hol-lingsworth attempted to serve it and take researches of the knurch the owner. John possession of the launch, the owner, John Reed, resisted, but sufrendered after the officers explained matters to him. Yes-terday Reed filed an affidavit in the State terday Reed filed an affidavit in the State Circuit Court, stating that the Fox was engaged on a regular run, and the would lose his patronage if the craft was tied up. Alian R. Joy, attorney for the plain-tiffs, and S. B. Linthicum, representing Reed, got together and fixed things up, and Reed got his boat back. The litiga-tion will be finally settled in the United States District Court.

Judge Frazer Will Decide This Week.

ARGUMENT ON INJUNCTION

the Owners of the Property Authorities and

horse races at the Irvington track can be stopped by an injunction order will be decided by Judge France some day this week. The suit brought by Captain E. Henry E. McGinn in favor of the injunc-tion, and Whitney L. Boise, J. T. Mc-Kee and M. L. Pipes to the contrary. The argument was on the demurrer to the complaint, and numerous authorities

there was an injury to property rights the court had the right to interfere, but not where it was on criminal or moral grounds. Something must be done to impair the value of the property. There must be a destruction of body and substance. Where there was some idea of damage or nominal damage it was the subject for an action of law and not the subject for an action of law and not the subject for injunction. The injury must be such that a court of law would be unable adequately to adjust.

On the proposition that the owners of the property were liable to arrest if pools were sold. Mr. Rolse argued that no statute made the owner of a racetrack liable if the lessee sold pools. Counsel further contended that the damages alleged could not be fanciful, but must show the damage to the property by the selling of pools, what it consisted of, and not merely allege it. It must be such damage as could not be reached by an action at law, and they cannot recover unless they could show actual damage to the property. they could show actual damage to the

Does Not Damage Property.

"It doesn't make any difference," said counsel, "If poolselling is a crime or not if it does not damage your property there is no liability. They must show actual damage, such as an action of law will not reach or that the defendant is insolvent and cannot respond to damages, before an injunction can issue."

A decision of the United States Supreme Court in the Sawyer case was read, where the court heid that jurisdiction rested simply to protect property rights.

R. W. Montague, for Captain Spencer and the Irving Real Estate, Company, argued that, under the restrictive clause in the lease regarding poolselling, the owner of the property had the right to have a rovenant of that kind enforced by injunction. Equity would restrain the violating of a covenant whether serious injury was the result or not. The attorney read a decision where a court granted an injunction where there had been a breach of a covenant in a lease not to

ney read a decision where a court grant-ed an injunction where there had been a breach of a covenant in a lease not to sell intoxicating liquors in less quantities than five gallons.

"I might not want to eject a tenant," sad Mr. Montague, "he might be a good tenant and I might desire to keep him, but to stop the tenant from doing cer-tain things."

Counsel read a decision where the court

Counsel read a decision where the court held that the fact that a tenant used premises for unlawful purposes did not necessarily forfelt the lease, the owner had the right to go in a court of equity and restrain the use of the place for were a street railway magnate, weren't you?"

lord is liable, and he is not compelled to straps over there show that he is diable to criminal prose. sand years or so."

erty."

Henry E. McGinn followed and referred to the Nease poolroom case, which had been upheld by the Supreme Court, and the poolroom deciared a nuisance. The trouble experienced in putting a stop to gambling and poolrooms was commented upon by counsel, who deciared the making of books on the saces at Irvington Park, was an opening wedge, and if permitted to go on, they would soon be on the streets again as bad as before.

Pierre Lorillard's Opinion.

The opinion expressed by Pierre Lordilard, a large owner of valuable racchorses, adverse to poolselling was read by the attorney, wherein bookmakers were denounced as unscrupulous, accused of bribing jockeys and trainers, hurtful to horseowners, and rascals who were fit subjects for prison. It was pronounced a nefarious degree of gambling, and its history—embessiement, chicanery, deceit and ruin. Mr. McGinn read authorities and also the city ordinances against gambling.

authorities and also the city ordinances against gambling.

Mr. Pipes closed for the defense and contended that poolselfing was not included in either the city or state gambling laws, to which the court agreed.

Counsel said: "It cannot be restrained as a nuisance because there is no particular injury to the plaintiff. There is nothing offensive. The lease is not violated. However much we may decry betting on horseraces it is not unlawful under the statute." Mr. Pipes also stated that it was entirely different from the Nease case, which was in the business center of the city and the place was for no other purpose than to sell pools on races in other places. Here the horses run; it was a place of amusement, and thousands of people, men, women and children attended to see the races who did not buy any pools. It was not a case where the nearest wars at the nearest record. children attended to see the races who did not buy any pools. It was not a case where idle and dissolute people were at-tracted to the detriment of the public, as was argued in the Nease case. The public was not injured. It was no harm to bet on horse races out in the woods. Counsel called the attention of the court to section 1968, of the statute, which voids a lease where the premises are used as a common gambling-house, and said the a lease where the premises are used as a common gambling-house, and said the clause in the lease against poolselling amounted to nothing if poolselling was unlawful. The clause added nothing to the lease because all premises were supposed to be leased for lawful purposes, and if leased for unlawful purposes, it was void. Under this showing, counsel said, there was nothing to enjoin. Additional briefs are to be submitted Tuesday.

WITH STATEHOOD SPECIAL

How Citizens of Oklahoma Will Come to the Fair.

Oklahoma people have decided upon an emphatic and impressive method of making the people of the Northwest appreciate the earnestness with which residents of Oklahoma and Indian Territory look forward to full association in the sister-hood of states. A special train to be called the "Statehood Special," consisting of five Pullmans, a dining-car and two baggage-cars, in one of which will be placed an exhibit of the resources of the two territories, will leave Oklahoma City September 25, accompanied by about 150 persons.

Manager Tom Richardson, of the Commercial Club. is in receipt of a letter from G. L. Rockwell, of the Osiahoma Journal of Commerce, conveying information of the plans. It is probable that some special arrangements will be entered into at this end of the line to make the visit memorable to the people of the territories soon to become one state, and that a reception will be given them at the Commercial Club or at the American line, at the Exposition. They will spend several days in Portland and considerable time in making a tour of the Northwest States, with the intention of soquainting citizens of the places visited with a more comprehensive idea of the productions and possibilities of Oklahoma.

GOLDEN WEDDING ANNIVERSARY CELEBRATED

MR. AND MRS. F. M. MATHENA. The golden wedding anniversary of Mr. and Mrs. F. M. Mathena was

celebrated in a delightful manner Monday evening, July 18, at the home of their daughter, Mrs. W. S. Stokes, 435 Prescott street. During the evening nearly a hundred guests paid their respects to the couple, expressing good wishes, accompanied by many handsome gifts. A golden offering of 106 came from the near relatives and grandchildren.

came from the near relatives and grandchildren.

Mr. and Mrs. Mathens were both born in Covington, Ky., where they were married in 1853. They lived in Cheinnati, O., until 1890, when they moved to Portland, where they have since resided. Their children are C. A. Mathena, Mrs. W. S. Stokes, J. M. Mathena, Mrs. Ella Doeneka and Mrs. J. H. Carson. Seventeen grandchildren attended the anniversary, and one great-grandchild, son of Mr. and Mrs. Roy Stokes.

The beautiful lawn was an attractive scene, with its Illumination of quaint Chinese lanterns, and was thronged during the evening with guests. The following programme added to the enloyment of the occasion: Original poem, Mrs. Ella Doeneka; cornet sole, Ed Wetmore and Marion Stokes; recitation, Eugene Doeneka; instrumental selection, Inex Doeneka; rocal sole, Miss Irene Biokes, Mrs. C. W. Miller accompanist; vocal sole, Stuart McGeire. Appropriate remarks were also made by Henry W. Godderd, Dainty refreshments were served at the conclusion of the programme.

"A JEWEL IN THE KITCHEN IS WORTH TWO IN THE PARLOR"-Proverbs

Save Fuel Save Time---Save Money

Three Good Reasons Why You Should Have a Jewel in Your Kitchen

Here Are More Reasons

Jewel Ranges burn coal, coke or wood equally well Jewel Ranges bake as well on rack as on oven floor

Jewel Ranges all have extra large ovens

Jewel Ranges have oven bottoms that won't warp

Jewel Ranges have extra deep fireboxes Jewel Ranges bake evenly and quickly

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And Taylor Streets

YOU MONEY

First And Taylor Streets

Over Last Year.

While the Exposition Has Doubtlessly Stimulated Enterprise, the Great Growth Is Due to Business Expansion.

With an increase for the first seven months of 1906 in excess of 255,257,822.85 over the corresponding period of 1904, each month showing great gain over the same month of the previous year, the bank clearings of Portland denote the favorable business conditions of the city and its tarde territory. Bankers attribute a share of this increase to the Exposition business, but account for the great volume as due to the steady growth of business in all lines that is of a p_manent character. Larger movement in real estate that has been especially marked during this years is one of the many salient features entering into the reasons for the splendid showing. When it is taken into consideration that the statement of the sevent clearing-house banks represent the actual cash transactions of the day, that no balances are carried over to show in the report of the following day, and settlements are made daily in cash, eliminating the practices that prevail in many cities of swelling clearings in such manner. It will be appreciated that Portland business, manufacturing, distributing and retail, is advancing by leaps and bounds.

There are seven banks in the Portland Clearing-House Association, with an equal number not included. Those holding membership are: The Eirst National, Merchanty National, United States National Ladd & Tilton, Bank of Colifornia, Canadian Bank of Commerce, and Security Savings & Trust Company. While these are the larger financial institutions, it should be borne in mind that there are an equal number of financial houses not included. March, May, June and July will be noted to have been the months of the heaviest increase, but the average has been well maintained for the entire period. For these four months the increase has been: March, May, June and July will be noted to have been the months of the heaviest increase, but the average has been well maintained for the entire period. For these four months the increase has been: March, May, June and July will be noted to have been the months of the same val

.866,876,618.73 .\$132,134,301.61

workers to work on what is legitimately a rest day. Strange it is that this sane and just solution—the half-holiday—has not been more vigorously urged. Why not wake up to the benefit of this up-to-date method of commercial life. Go to an East-Heavy Gains for Each Month

ern city, visit any of their numerous parks and see what a delightful thing this Saturday half-holiday is. It would do more to abolish the fearful desecration of the

Lord's day than all other efforts.

The excursions now running in every direction, breaking down the sanctity of the Lord's day, is appalling, and what can be done is a very live question. The laboring man and woman working

WHAT THE RECORDS SHOW | six days a week are prone to forget the holy day, and can we wonder they turn it into a holiday?

We are glad the W. C. T. U., the Consumers' League and other philanthropic organizations are urging this Saturday half-holiday, and we believe their advice half-holiday, and we believe their advice is sound when they say "Do no shopping after 11 at noon on Saturday." Let us listen to this advice, and join with them in creating such a sentiment that Pertland employers will be led to see that it is for their own as well as their employees good. And the laboring man and woman shall have opportunity to enjoy nature on Saturday afternoon, and through nature find nature's God.

PROGRESS.

Petitions for a Sewer.

Dr. Byron E. Miller has filed a petition with the City Council for a sewer on Montgomery street, 50 feet west of the west line of Seventeenth, to connect with the sewer on Sixteenth street.

the sewer on Sixteenth street.

AT THE HOTELS.

The Perland-F. Sturgis, J. H. Cinchencians, New York: Dr. E. H. Parker, Pittsburg: F. M. Cummings. Tacomas. C. Friedburg and wife, Toledo; H. L. Beit. New York: G. W. Willotson, San Francisco: B. Phillips and wife, St. Joseph: E. Meliser, Simpter: E. P. Spaiding, A. M. Chinelosa, Murray, Idaho; A. R. Cohn, San Francisco: Mrs. H. R. Whitmer and son, Goshen, Ind.; S. C. Wharton Mrs. L. Caplinger, Omaha. J. R. Nortis, Chicago; Mrs. F. Harrington, Miss. M. L. Harrington, Columbus: E. Abramson, B. C. Ireland and wife, E. Dunn and wife, O. H. P. Sheets, San Francisco; S. Adams and wife, Denver: L. C. Pierson, Mrs. F. E. Lewis. Ogden; Mrs. C. H. Grout, Focatello; A. Morgan, Chicago; A. Meager and wife, Los Angeles; F. C. Winter, Kanasa City, Mo.; W. F. Battin, Buffalo; H. N. Palmer New York; Miss. M. Lewis, Mrs. E. F. Brown, Quincy, Ill.; I. J. Dohan and wife, J. M. Dohan, M. W. Dohan, Philadelphia; J. F. Killey, Clevaland, Or.; E. E. Caine, Seattle; Mrs. J. C. Nicon, New Orleans; Mrs. C. W. Thompson, Carcade Locks; Mrs. S. T. Hyde, Lacrosse, Wis. W. B. Corwin and wife, Los Angeles: Mrs. G. Turgeon, Spokane; A. McHale, N. McHale, M. V. Keiley, Duamore, Pa.; C. Wortman, Miss Shaughnessy, New York; J. S. Taft and wife, W. C. Taft, B. Spiro, Kansas City, Mo.; A. J. Wright, T. R. Shartdan, New York; F. Grice, Miss M. Grice, San Antonio; J. N. Flower, Bartleville, I. T.; L. Nawion, St. Louis; L. M. Brown and wife, Burna, Or.; F. W. J. Weigman, Philadelphia; Miss Ferrier, Chicago; Miss Ohlinger, Dayton, O. M. V. Warring, Mrs. I. S. Warring, New York; Mrs. A. J. Toung and wife, St. Helens; W. W. Santa, San Francisco; A. M. Mc-Khiley, Miss Eath McKiniey, Napavine; G. B. Barrher, M. James, Hiss Jannes, Grant's Pass; Kathryn Schofield, Belver, Mo.; L. Fieldner, Carlon, Francisco, E. M. Stowy, Mrs. G. F. Winter and wife, Mrs. B. Stockman, Austin; J. H. Foole, and wife, Sarahville, O.; H. A. Shaw, W. W. B. R. C. Warring, P. J. Warring, New York; F. D. Palmer, M. Gallay, and wife, Ba

C. N. Bell, Denver; J. I. Brown and wife, Mrs. Ress. I. Gleason, Minneapolis.

The St. Charles—Mrs. E. M. Libby, Mrs. R. G. Libby, Santa Ana; M. Cain, Dayton; C. R. Hunter, Eagle Creek; Mrs. A. Malen, Rainler; J. H. Glisan and wife, Kelso; Mrs. Curtman and child, Delano; J. F. Grsham, Astoria; J. C. L. Melville, H. H. Hayes, city; A. C. Siy, Stavenson; C. N. Plowman, Oregon City; S. M. Hartman, L. W. Montgomery; L. R. Garrett, B. Barclay, Silverton; H. R. Ackies, Greeham; A. J. Spillers, Falls City; D. R. Smith, Gallice; Mrs. G. W. Jordon and son, Goble; Mrs. A. Beobe, Seattle; E. Palmer, Dayton; M. H. Coiller, San Diego; R. A. Smyder; J. D. Havens, Aurors; E. Barron, U. S. A.; W. H. Benser, Sauvir'e; Mrs. A. B. Clayton, Cape Horn; R. L. Losep, Relso; J. E. Rose, Ridgefield; W. Bacon, Warren; H. Hofilch, Albany; G. McKenzie, Respoose; R. Foster, Astoria; Mrs. F. Henderson, Woodland; J. B. Dewalda Puyallup; J. P. Peller, Aurora; J. M. Tristler, Catlin; W. W. Webb, Kelso; P. Harradina, Livermore; S. B. Thompson, Bedford; T. W. Silvers and wife, Butler; M. Fryer, H. Fryer, Pomsans; Miss E. Thercotte, Berkeley; R. H. Deimark, San Francisco.

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