

\$65,493 ALLOWED
CONTRACTOR'S CLAIM
 Auditorium Case Decision Is Given by Probe Body.
 MANY ITEMS REJECTED
 Contractor's Statement for \$25,000 Damages Is Pared Down to \$15,000.

Claims against the city amounting to \$25,000 were allowed. Hans Pederson, builder of the public auditorium, and his bondsmen by the special committee appointed by Mayor Baker, in a report filed with the city council yesterday. Interest for two years, amounting to \$17,550, was allowed, making the total sum held to be due the contractor \$42,550.

The committee which prepared the report, a voluminous document covering all features of the construction of the auditorium, is composed of W. Y. Masten, chairman; Richard Martin Jr. and W. C. North.

The report states that on February 18, 1916, bids on the construction of the auditorium were opened and Hans Pederson was found to be the lowest bidder, his bid being \$317,400, which was increased by changes required by the architects to \$320,262.

Immediately following the opening of the bids, the report states that it was found that errors had been made in Mr. Pederson's bid by his estimator, who, it is said, was at the time in ill health and not in condition to attend to his business. Two of these errors amounting to \$21,225 were called to the attention of the city council, with a request by Mr. Pederson that he be allowed to withdraw his bid and secure his certified check posted with the city council.

The committee reports that relying on the testimony of men who were serving on the city commission at the time this request was made, statements were made which led Mr. Pederson to understand that the city would protect him against loss occasioned by matters beyond his control, and induced him to abandon his contemplated effort to be released from the contract, and on March 22, 1916, signed the contract with the city for the erection of the auditorium.

Erection Cost Shown.
 The committee finds that the erection of the auditorium cost \$53,250 more than the contract price and that all the money received by the contractor from the city on the contract actually went into the construction of the auditorium and no money diverted to any other purpose.

Provision in the auditorium contract requiring passage of a special ordinance by the city council authorizing any change, which added to the cost, was not lived up, according to the report. This plan was found to be impractical and practically all extra work, the report states, was done without compliance with this provision. In view of these facts, the committee recommends that the city of all extra work is still open for consideration and determination.

Claims for \$10,000 resulting from enforced change of award of the contract for stone used in the auditorium in order that local stone and masonry might be employed is allowed by the committee.

Loss Items Allowed.
 The committee allowed claims amounting to \$250,000 of loss which the committee's reports, testimony showed, were caused by changes in the face of the contract. The contractor was in no way responsible, having made the contract for the brick at the city's expense under the special contract. The contractor was in no way responsible, having made the contract for the brick at the city's expense under the special contract. The contractor was in no way responsible, having made the contract for the brick at the city's expense under the special contract.

MOTHER AND THE DAUGHTER WHOSE CUSTODY IS SOUGHT IN TWO-YEAR LEGAL FIGHT.



MRS. NORA ALICE BAKER KELLY AND JOSEPHINE BERTHA BAKER.

had entered into a contract with the Northwest Steel company for steel at an average price of \$91, but because the city was considering plans for the reduction of the cost of the building, the question of use of reinforced steel was referred to the committee. The time limit on Mr. Pederson's contract had expired, and he was forced to pay \$100 a ton for the steel, making a loss as was allowed by the committee.

Other Items Allowed.
 Among other credits allowed in the report include \$7380 for hauling and setting terra cotta; \$8417.76 for elevators and equipment; \$1100 for transportation of tools and equipment; and \$2500 to cover deductions made in payment for decorating auditorium ceiling. In addition a large number of smaller claims are allowed, and numerous small claims disallowed.

The committee conducted 23 hearings and worked continuously for eight days compiling the report. It is generally believed that the city council will refer the report to the voters, together with a measure providing for the payment of the bill allowed by the committee.

N. A. Schanen and J. F. Kelly, both of Portland are the bondsmen for Mr. Pederson, both of whom it is said must stand responsible for the payment of the losses sustained in the construction of the building should the city fail to pay.

Attorneys Jay Bowerman and M. E. Crumpacker appeared for the contractor and bondsmen and Deputy City Attorney Latourrette represented the city at the hearings.

Statutory Offense Charged.
 C. K. Rollman was arrested yesterday by Deputy Constable W. J. Eddies, charged with a statutory offense in violating a 7-year-old girl.

Beaver Hill at Your Dealer's.
 Beaver Hill coal at your dealer's. Distributor, Eddiesen's, Broadway 70.

FIGHT FOR DAUGHTER ENTERS SECOND YEAR

Natural Mother Disputes Right of Foster Parents.

CHILD GIVEN UP AS BABY

Mrs. Nora Alice Baker Kelly Declares She Had No Intention of Making Surrender Lasting.

When Mrs. Nora Alice Brady Kelly surrendered the custody of her baby girl, Josephine Bertha Baker, to Mr. and Mrs. F. A. Nelson five years ago, her sole thought was to give the girl a temporary home until she might be able to re-establish her own home, which divorce had broken up. This is the basis for a legal fight for possession of the child which has entered its second year in the circuit court, she explained yesterday.

Writs of review and prohibition, quo warranto and contempt of court proceedings have been instituted, yet served for refusal to obey court orders, sprinkle the course of the litigation, the next chapter of which will be written in a hearing September 27 in the circuit court when the parents of the child will seek to restrain Judge Kanzler of the court of domestic relations from interfering with the custody of the 12-year-old girl.

Deep Affection Professed.
 Mr. and Mrs. Nelson profess a deep affection for the child, who appears to return their love and to prefer to remain with them, for they have been father and mother to her since her parting from her natural mother. The Nelsons are fighting the attempt of Mrs. Kelly to get possession of the girl on the grounds that the natural mother is in perfect control of her when the child was turned over to them by former County Judge Cleeton five years ago.

Though the Nelsons insist that the arrangement by which they were to take the girl was supposed to be permanent, Mrs. Kelly declared yesterday that such never had been the understanding; that she had sought only a temporary home for her daughter.

"There was an agreement that the child would continue as my own, the one difference being that the child would be at home with the Nelson family for the while, instead of with me," she said. "It would thus work out as a matter of convenience to the child to that home. No one could have understood it otherwise, and Mrs. Nelson was in perfect control of the child. It was under those conditions that she at the first accepted the child."

Company Held Forbidden.
 "Later, however, I undertook to enjoy the pleasure of my child's company. I was forbidden to do so by Mrs. Nelson, who had assumed by then that the child was no longer mine, but hers, to do with as she pleased. She rebuffed every attempt on my part to show my love and interest in my child. I have since criticized her for permitting the child to remain one moment longer with Mrs. Nelson. It was only out of civility that I signed a quitclaim deed to her, and I am now free to possess her whenever I desire, and it would not stand at all in the way of our love for each other."

Mrs. Kelly Remarried.
 "But this paper, which has since been denied grossly illegal and of no effect, did stand in my way to regain possession of my child. I had been induced into signing this paper

Kirschbaum Clothes Now Sharply Reduced

Our entire stock of Men's Fall and Winter Suits—including those from the Kirschbaum shops—go into this great reduction event. The newest of models—the finest of all-wool fabrics—the best of workmanship. Reduced as follows:

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| \$40 Suits and Overcoats..... | NOW \$32 | \$65 Suits and Overcoats..... | NOW \$52 |
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| \$50 Suits and Overcoats..... | NOW \$40 | \$75 Suits and Overcoats..... | NOW \$60 |
| \$55 Suits and Overcoats..... | NOW \$44 | \$80 Suits and Overcoats..... | NOW \$64 |
| \$60 Suits and Overcoats..... | NOW \$48 | \$90 Suits and Overcoats..... | NOW \$72 |

The variety of fabrics, models and sizes is at present complete. An immediate selection is advisable.

Phegley & Cavender
 Corner Fourth and Alder Streets

BROWN TO ATTEND TRIAL

ATTORNEY-GENERAL ORDERED TO GO TO PENDLETON.

Assistance at Hearing of Men Accused of Murdering Sheriff Taylor Is Requested.

SALEM, Or., Sept. 25.—(Special.)—Governor Olcott, acting upon requests received from R. I. Keator and W. R. Taylor, district attorney and sheriff of Umatilla county, today ordered Attorney-General Brown to leave for Pendleton tonight to assist in the prosecution of Floyd Stoop and W. G. Henderson, who are under indictment charged with being implicated in the murder of T. J. Taylor, former sheriff of the eastern Oregon county.

"The court has expressed a desire to have the attorney-general present at the trial of the case of the state vs. Stoop and Henderson," said a telegram received by Governor Olcott today from District Attorney Keator.

"As district attorney of Umatilla county, I wish to ask that you send the attorney-general to assist in the trial of these cases for the reason that we are establishing a precedent under a new law and in order to safeguard the interests of both the state and the defense. The court and myself both deem it advisable that the attorney-general take part in the trial when they open."

The cases of Stoop and Henderson, according to information received here, have been set for next Monday, Attorney-General Brown said. He would be on hand to take part in the trials when they open.

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By the remarks of court attaches that if I did not the child would be taken away from me altogether."

Mrs. Kelly has remarried and now has a home to which she wishes to take her daughter. She denied yesterday that any court had ever declared her to be unfit to have the custody of the child, saying that the only report ever made against her was by an investigator, who said her home was untidy on a certain day when surreptitiously visited. She denied emphatically the intimation of the Nelsons that she wished to place her daughter in some employment, saying that was farthest from her mind.

She also said that her present husband never had been connected with the whisky interests, refuting the assertion of Attorney Hume that Kelly had been an ex-bartender and former driver of a brewery wagon.

Mrs. Kelly asserted that after Judge Kanzler had decided to return the child to her, she allowed the Nelsons to keep her for another month's visit, and her former guardians took advantage of that fact, took an appeal from the court of domestic relations to a higher court and hid the child away that it might not be found and claimed by me or my grandparents."

Christian Brothers Elect.
 The Christian Brothers student body annual election was held Friday. The following officers were elected: Francis L. Neary, president; J. Francis Donnelly, vice-president; Leo H. Vitovich, secretary; Harold F. Fay, treasurer. Brother Anthony was appointed new moderator of athletics.

Big Potato Grown in Portland.
 If all potatoes were the size of the one Mrs. M. C. Hodges dug out of her

5000 CLAIM THROWN OUT

The committee refused to allow a claim of \$5000 estimated due Mr. Pederson as the result of general damage to the conduct of the building as a whole, through the delay caused by the delay in the delivery of brick.

Failure of the city to pay the contractor in accordance with his contract was set forth by Mr. Pederson as the basis of a claim for \$25,000. The contractor claimed that his credit was ruined, that the material men refused to deliver material without cash payments, and that the morale of the working force was destroyed by the feeling of uncertainty as to the receipt of payment for their work.

The agreement referred to required that from time to time, as the work progressed, the architects should prepare an estimate of the amount of material furnished and delivered, and actually built, and that the contractor and such estimate should be allowed by the city council, providing that no more than one month's estimate be passed in one month.

Architects Make Error.
 The report states that at the time of entering into contract with Mr. Pederson the city through its architects, made an estimate that the contractor would lose 8 per cent of the cost of the building on his bid, and upon making monthly estimates deducted 8 per cent of the value of work performed, and materials furnished. The architects then deducted a further 10 per cent, as was provided in the contract, making the payments to the contractor 8 per cent short of the amount due him.

The architects' estimate for December, 1916, the report shows, after deducting the 8 per cent, was \$36,119.88, but, according to the committee, for reason not shown, the architects only certified to the city that \$14,000 was due. This amount was ordered paid by the city council January 5, 1917.

On January 10, 1917, the architects attempting to correct this error, made a further estimate of \$22,119.88, but the council refused to authorize a warrant on the ground that the contractor was not to be paid one payment a month. Thus the committee finds that the contractor was deprived of the use of \$22,119.88, which the report contends was clearly due him, in addition to the 8 per cent.

\$15,000 Damages Allowed.
 Mr. Pederson sought \$25,000 as damages for the losses sustained because of the failure of the city to pay him in accordance with the contract and, although the committee states that it is satisfied that Mr. Pederson suffered material damage by failure of proper payment, allowance of \$15,000 is made in the report as estimate of the amount of damage actually suffered by the contractor in connection with the auditorium.

An allowance of \$5676.75 is made in the report to Mr. Pederson as the result of an advance in the cost of steel. Mr. Pederson, the report states,

vegetable garden at 1004 Glenn avenue North yesterday one of the problems of the cost of living would be solved. The spud weighed two pounds and two ounces and measured eight by four and a quarter inches. It is of the Gold Coin variety and was found in a hill containing many other large potatoes.

STATUTORY OFFENSE CHARGED

C. K. Rollman was arrested yesterday by Deputy Constable W. J. Eddies, charged with a statutory offense in violating a 7-year-old girl.

Beaver Hill at Your Dealer's.
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Used Phonographs in a Special Offer
 And They're All as Good as New

At Prices Right Down to Bedrock

Tone is the same as on new phonographs—couldn't very well change that; mechanism is the same; case is the same—polish slightly dulled perhaps, but not refinished so that one can not tell the difference—and the difference in the price more than makes up for previous ownership.

These machines have been turned in to us as part payment on more expensive models—and we are going to let you have them for the same price we allowed on them, with the privilege of selecting a number of records to be included in the purchase price.

Every person who has been contemplating the purchase of a phonograph will find this offer one not to be overlooked. These will go quickly. Come early.

TERMS TO SUIT YOUR CONVENIENCE.

Victrola IX
 Victrola IX, in mahogany finish. Automatic stop and all the late features. Wonderful condition. Just like new. Includes 12 selections (your own choice), needles, cleaner, etc. Fully guaranteed. Outfit complete, all for only

\$60

Intermezzo Model Sonora
 Wonderful Sonora Intermezzo. English brown mahogany finish. This instrument has like new Automatic stop, plays all makes of records without change of record. Fully guaranteed. With this instrument TEN SELECTIONS of your own choice are included, all for \$165.00.

\$115

Columbia Grafonola F-2
 Columbia F-2, in mahogany with the handy push button selector record holding mechanism for keeping records in the best of condition; wonderful triple spring motor. Includes 10 Selections of your own choice, needles, cleaner, etc. Fully guaranteed. Outfit complete.

\$115

Brunswick, Full Size
 A wonderful little Brunswick, full sized cabinet, in a beautiful fumed oak case, automatic stop; all record-playing producer. This instrument with 16 selections all for \$108.00.

\$108.00

Brunswick
 Large Brunswick Cabinet machine, mahogany finish; guaranteed just like new. All late features, automatic stop, etc.

\$118.00

Columbia, Model B
 Columbia Grafonola model B, golden case, in perfect condition, a very handy style for outing parties, etc. Fully guaranteed. Take this one for \$20.

\$20

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 Manufacturers Wholesale Retail
 BRING THIS AD WITH YOU
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A Semi-Annual Event

taking place at our three stores this week only. You will save 25c on every dollar this week, as a glance at the soap we are offering and the prices asked will convince you. Stock up for the winter.

And For the Youngsters—Free! A Soap Bubbler Goes With Every \$1 Purchase!

- Cuticura, cake 19c, box 54c.
- Woodbury's, cake 19c, box 54c.
- Resinol, cake 19c, box 54c.
- Pear's Scented, cake 19c, box 54c.
- Packer's Tar, cake 19c, box 54c.
- Harpicide, cake 19c, box 54c.
- Pear's Unscented, cake 15c, 3 to a customer.
- Cashmere Bouquet, cake 25c, box 70c.
- Colgate's Eng. Process Soaps, 19c, box of 1 doz. \$2.00.
- Colgate's Allround, cake 19c, box 54c, 3 to customer.
- Colgate's Oatmeal Medium, cake 17c, box 48c.
- Colgate's Brown Windsor, cake 17c, box 48c.
- Colgate's Honey Soap, cake 17c, box 48c.
- Ivory Soap, 8c, or 3 bars for 22c, 3 to customer.
- Palm Olive 8c, or 3 bars for 22c.
- Creme Oil 8c, or 3 bars for 22c.
- Kirk's Trelis Line 8c, or 3 bars for 22c.
- Life Buoy 8c, or 3 bars for 22c.
- Colgate's Coleo 8c, or 3 bars for 22c.
- Colgate's Turkish Bath 8c, or 3 bars for 22c.

SALVITE GASOLINE SOAP. 25c
 Regular 35c. Sale Price 25c.

Shaving Soaps That Will Satisfy
 Williams' Barber, round cakes, 6c, 3 for 15c.
 Colgate's Barber, round cakes, 8c, 2 for 15c.
 Colgate's Cup Soap, 5c.
 Jergen's Shaving Stick, 19c.
 Colgate's Shaving Stick, 35c.
 Williams' Shaving Stick, 35c.

Williams' Shaving Powder, 35c.
 Williams' Shaving Cream, 35c.
 Colgate's Shaving Cream, 35c.
 Colgate's Shaving Powder, 35c.
 Mennen's Shaving Cream, 37c.
 Frank's Shaving Cream, 35c.
 Armour's Shaving Stick, 19c.

Very Special!—Thermos and Icy-Hot Lunch Kits!—200 of Them... \$3.21
 We have an assortment of about 200 of these very popular lunch kits. There is nothing better for the man or child who carry their lunch each day. When these are gone you will have to pay \$5.00 for the same article.

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 3 BIG STORES
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