

PUSH CAMPAIGN

Enthusiastic Business Men Well Pleased With Subscriptions for Proposed Portland Club—Desire to Complete Fund Quickly.

Forty enthusiastic business men met in the parlors of the Commercial club this morning at 9:30 to report the work done towards raising the stock for the proposed Portland Country Club and Livestock association.

Upon canvassing the results of the work done during the past week it was found that \$66,000 of the stock has been already subscribed.

A prospectus was prepared by the general committee outlining the plan of the proposed association and its benefits both to the stockholders and to the city in general.

Twenty committees are now out at work soliciting the remainder of the stock contributions, it being the plan to incorporate the association with a paid up stock of \$150,000.

The general committee will hold its final meeting one week from Thursday next at 9:30 in the morning at the Commercial club.

DEFENSE INJURES CASE

(Continued from Page One.)

truth or else he believes irrevocably he is telling the truth, and a greater lawyer than Richardson would have passed him by in contempt.

All these things that "love a lover" loathes, contempts, hates and despises an assassin and informer.

And that is another proof of the truth of his original statement that what Haywood needed was saving from his friends.

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PORTLAND CASE

(Continued from Page One.)

ment to the middle west, that during the past 10 months the company could have used a more care than it was able to get from the Union Pacific.

He said that the mill was about to close down because of the shortage of logs.

All railroads of the north coast resisted the petition of the Puget Sound millmen, but connecting roads to the east answered before the commission here that they were willing to accept a through joint rate.

Parties to the case are the petitioners, the Pacific Coast Lumber Manufacturers' association, Victor H. Beekman, secretary, the southwestern Washington Lumber Manufacturers' association and the Shingle Mills bureau.

What appeared at first thought to be a simple matter and perhaps thought by its originators to be easily obtained, has developed into a question of national importance, and legal counsel of eminence has been arrayed on either side in the controversy.

No President Established. So far as I know there is no precedent for action or against action in such a case as is prayed for by the Washington millmen.

SOZODONT

CLEANSSES AND BEAUTIFIES TEETH

COFFEE

This is the coffee country, and yet more than half of us drink poor coffee!

Very error retards your money if you don't buy the Best's Best, we pay him.

VERY LARGE TIE CONTRACT IN SIGHT

Salem, Or., June 11.—A company of Michigan capitalists has awarded a contract for 10,000 ties to people of the Elkton district to be cut along the banks of the Little North Santiam.

The ties can be floated successfully to West Stayton and placed in readiness for shipping the same company, which is made up of French capitalists operating in Michigan, will contract for 1,500,000 ties immediately.

of the common carrier to handle the traffic was raised.

"In the present case Columbia river and southern Oregon lumbermen intervene and set up that to compel the Harriman system to make a joint through rate via Portland from western Washington mills would be to pile on the Harriman lines an additional burden to the injury of the Oregon mills, already unable to get their product transported over their traversed lines.

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They thus raise an issue not yet passed on, "so far as I know." Duty to Secretary. From other sources here it is learned that into the arguments in the case will enter this allegation—that a given common carrier, enjoying rights of eminent domain through a given territory owes to that territory a definite duty, a duty to see that its goods are transported at their rates as promptly, so as not to cause undue losses from delays in shipment.

Damages have been recovered in some instances from the railway company by the railroad company in transporting goods, and it claimed that the legal duty of the railway company is to operate, to make the common carrier obligated to care for traffic within that territory.

The railroads are averse to having the western Washington mills given the joint through rate. Some here are arguing that by pleading as they have the railroads have assisted to establish a principle of transportation law which would apply to the entire Harriman system for non-activity in building into such regions as central Oregon.

Guilt of Gross Neglect. "If, for the sake of argument," an authority said today, "we grant the objection of the Harriman roads that through joint rate, then it is clear that the law recognizes the duty of a railway towards the region it traverses; the Harriman system has been guilty of gross neglect in that region; the Harriman system has been culpable of gross neglect of duty towards that region."

Gradually the basic principle which will underlie the perfected transportation jurisprudence of the nation are being established. These cases bring to light local phases which often soon grow into national issues.

Railroad officials have protested in this instance against what they allege to be a proposed expensive and devious maneuver. They are here today to voice that protest.

FURNITURE TRUST

(Continued from Page One.)

prices. This, he said, was done much against the will of the persons he represented, and they were being forced to continue their membership.

L. Rubenstein, one of the retailers fined, was the spokesman for his group of defendants and stated that he had been forced into the association.

He told how cards were sent to him requesting membership, and that he went into the trust under duress and threats to the effect that he would not be allowed to purchase goods unless he joined the trust and had never attended any meetings or paid dues.

Some of these men and firms may receive the full penalty of the law which in their cases would be \$15,000, \$5,000 on each of the three counts.

The resolution passed by the furniture exchange which means the passing of the trust that has regulated and deprived the customer of the benefits of competition, follows:

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POSTAL COMPANY SUITS

Judgment Obtained by Halstead & Co. Is Reversed by the Court.

CORPORATION IS NOT LIABLE FOR MISTAKE

Appellate Division Holds That Contract on Message Blanks Is Binding and That Damages Cannot Be Recovered.

New York, June 11.—The judgment obtained by Halstead & Co. against the Postal Telegraph-Cable company, for an error in the transmission of a message which attracted considerable notice at the time in the press, was reversed yesterday by the appellate division, the court holding that the person receiving a telegram is bound. The court in its opinion said:

"It is not disputed that the message received by the defendant was a blank. The learned court charged the jury that, as between the sender and the company, this was a valid and lawful contract, but that the defendant, which it did not limit the rights of the plaintiffs evidently upon the theory that the action being one sounding in tort the defendant was liable to plaintiffs for the actual damage sustained and it is this broad question going to the substance of the action which we believe constitutes the fatal error in this case."

The court accordingly reversed the judgment and approved a decision of the supreme court of Massachusetts in a similar case. "There is nothing in this regulation which tends to embarrass or hinder the free use of the telegraph or to impose upon the sender or the receiver any onerous or impracticable duty."

If the defendant in case at bar has been forced to accept and transmit the message without regulations, then it would assume its common law obligations, but having the right to make regulations, and that appearing applies to the sender or the receiver, the sender did sign the blank provided by the company which contained the limitation above mentioned. It must be presumed that the company understood the duty only as thus limited by its reasonable regulations and whether the action is against the sender or the receiver of the message, the action and then only to the extent of the amount paid for the transmission of the message.

Some of these men and firms may receive the full penalty of the law which in their cases would be \$15,000, \$5,000 on each of the three counts. Individuals can also be sentenced to the penitentiary for one year on each count in the indictment, or three years.

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remedied. An exemption blank is made out and signed in agreement. The new arrival in the secret circle is given a slip which reads: "I hereby report exemptions on the house at No. on street or avenue."

The report is made out, showing the total number of fixtures and the lump sum which would have been stolen from the owner of the place had the plumbing firm been acquainted in time with the inner workings of the association and forwarded to headquarters. Soon after it comes back to the firm with the condition attached at the bottom: "Exemptions accepted. Signed: Plumbers' Protective Association."

But the Protective association does not lose by this transaction. Neither do any of its members feel any loss. The wage-earner and home-builder is sandwiched between the contractor and his pocketbook is squeezed with a trifling measure of vengeance to equalize the "excessive" oversight of the firm which has done the work. The contractor's systematic robbery.

Home-builder Feels Bill. The \$30 or \$40 or \$50, or whatever sum the exemption report calls for is charged up to the new firm's credit account. Each member of the protective association has a credit account. That is, no firm draws down money from the inner working of the association to fill its share of the grant amount to \$300. As a rule firms are not kept waiting more than a month before their money is returned.

The \$300 is held in trust by the protective association for emergency cases, such as the exemption matter, or for "bonus." In the above instance as quickly as there is a dividend coming to the new firm, the amount of the exemption is deducted from the trust. No one but the home builder is the loser. The new firm will probably violate the contract by its "divvy" in the grant accumulation business.

These credit accounts and other accumulated funds of the Plumbers' Protective association are approximately \$130,000. The shoveling up of the people's money continues unabated, and suspicion concerning so large an amount of money in the hands of the Plumbers' Protective Association has been raised.

No Checks Were Issued. The Plumbers' Protective association never issued a check. The monthly division of spoils among the firms belonging to the combine is in cash. The bill is distributed at the secret meetings attended by the contractor, the plumber and the place from whence the funds come is guarded equally as well as the clandestine distribution.

When the time draws near for the monthly division of spoils, the contractor draws from his account a pro rata proportion of the total amount to be distributed. The love feast begins when the contractor enters the hall at the secret meeting and the firms are given their "just and equal" proportion.

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SCHOOL CHILDREN IN ATTENDANCE AT COURT

About 50 members of the graduating class of the Sunny-side school visited the Federal court this morning under the chaperonage of Principal E. D. Curtis to acquaint themselves with court practice and methods.

The children took keen enjoyment in watching the furniture men plead guilty to forming a trust, watched the sentencing of William Curtis to 24 hours in the county jail with four in their faces, and listened to the verdict of the jury in the case of the Contracting Engineering company against the Star Sand company like regular court habitués.

The children sat through the morning session without going to sleep while the attorneys were drawing a jury to hear the case of Willis E. Potter against the Nevada Northern Railway company.

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