

RAILROAD MAY BE INDICTED ON 250 COUNTS FOR VIOLATION OF SHERMAN ANTI-TRUST LAW - HEARING AT SAN FRANCISCO.

Railroad May Be Indicted on 250 Counts for Violation of Sherman Anti-Trust Law - Hearing at San Francisco. Attorney Arthur P. Tift is accused of pocketing \$500 obtained from a client by false representation in a complaint filed in the circuit court by E. L. Austin, a dentist. Tift was retained by Austin to defend him on a charge of failing to record his certificate for practicing dentistry. He says that Tift told him that it was necessary to provide \$500 cash bond after Austin had been arrested for practicing dentistry without a license. Austin says he paid the lawyer \$150 at that time as his fee. Later, he learned that the money was never used for the purpose for which it was given and that Tift's only object was to get hold of the \$500, which he has since refused to return or account for.

RAKER AND LANE DEBATE

Councilman Baker and Mayor Lane had a tilt in the council this morning over the passage of an ordinance granting a revocable permit to G. Hettkemper to maintain a clock on Morrison street between Fourth and Fifth, in which Baker practically accused the mayor of trying to make a racket. Baker's position whereby he could be impeached, Mayor Lane laughed, and after a heated debate the ordinance was passed. Mayor Lane then asked Baker if he would vote for the ordinance, knowing that it would be illegal, and Baker replied that if the mayor was trying to put him in a position with the intention of impeaching him, that he would be ready to walk up to the council and have himself impeached for passing an ordinance of the nature of the one granting the permit for the clock on Morrison street. Mayor Lane laughed at the impeachment proposition, but Baker continued and said that he did not believe that such an ordinance would be declared illegal.

FORTUNE TELLER BILL IS PASSED

The city council this morning passed the ordinance which will prohibit business fortune tellers and palmists and spiritualists from practicing in the name of spiritualism for pecuniary returns and provides a fine of not less than \$20 nor more than \$50 or a jail sentence of not more than 30 days for each offense. For more than an hour the ordinance was debated and a large number of amendments and suggestions were offered. Finally Virginia Rowe obtained the floor against the ordinance. She was followed by Mrs. B. B. Thomas. Their chief complaint seemed to be that the ordinance worked simply against the poor and not against the rich. The ordinance was represented by H. D. Barrett, who is held to have inspired the measure. Councilmen spoke in favor of the ordinance and wanted it made as drastic as possible. They proposed to amend the ordinance by cutting out the word "fraudulently" in section 2, making it read, "any person practicing for the purpose of obtaining money."

LIGHTNING CAUSES POWDER EXPLOSION

Ancon, Canal Zone, June 10.—It has been reported that an American powderman, working on the canal at Ancon, was killed recently by a flash of lightning. The man, Clifford J. Cogson and J. P. Roche, had just finished the charge, and was ready to fire as a second flash of lightning struck the powder. The wires leading to the fuse had not been connected to the battery, and the wires were charged with electricity and the wires were affected so that a spark set off the powder.

REMAINS OF CARROLL BURIED AT SAN PEDRO

Los Angeles, June 10.—J. P. A. Carroll, a man who was killed in a shipwreck, was buried at San Pedro today. The remains of the victim of the explosion are expected to recover. The work of the board of inquiry appointed to investigate the cause of the accident to the Tennessee is nearly completed and the full report will be forwarded to Washington probably tomorrow.

WASHINGTON FINANCES FOR MAY

Washington, June 10.—The monthly report of the state auditor for the month of May shows a general fund of \$186,623.75. The disbursements for May were \$179,802.28, an unusually large amount. The disbursements in June, however, \$156,000, will be the redemption of state bonds. The current expenses were therefore \$229,802.28, and the report is the shortest of this amount by \$32,176.87.

WANTS PAY FOR SUITCASE

Dorsey B. Smith wants the Pullman case and contents that was stolen from a car in which he had purchased a berth. His suit has been filed in the circuit court for that sum. He says the suitcase was taken while the train was stopping at Terre Haute, Ind., while he was on an eastern trip.

ROCKFORD COLLEGE COMMENCEMENT

Rockford, Ill., June 10.—The commencement exercises of Rockford college closed this morning with the graduation exercises. The address of the graduates was delivered by Professor John M. Coulter of the University of Chicago.

1500 BOND ANNUAL DENIST AUSTIN FILES SUIT TO RECOVER SUM INTRUSTED TO ATTORNEY.

Attorney Arthur P. Tift is accused of pocketing \$500 obtained from a client by false representation in a complaint filed in the circuit court by E. L. Austin, a dentist. Tift was retained by Austin to defend him on a charge of failing to record his certificate for practicing dentistry. He says that Tift told him that it was necessary to provide \$500 cash bond after Austin had been arrested for practicing dentistry without a license. Austin says he paid the lawyer \$150 at that time as his fee. Later, he learned that the money was never used for the purpose for which it was given and that Tift's only object was to get hold of the \$500, which he has since refused to return or account for.

MURDERER MAY BE LYNCHED IF CAUGHT

Bellingham, Wash., June 10.—Marshall Rufus Wilson has gone to Hayline, near Blaine, in search of a man said to be the assassin of Mrs. W. Morrison, murdered last night at Hazelmore, B. C. Residents here are excited over the case, and are ready to lynch the murderer if he is caught. Residents both on the American and Canadian sides are excited over the case, and are ready to lynch the murderer if he is caught. Residents both on the American and Canadian sides are excited over the case, and are ready to lynch the murderer if he is caught.

STORY OF MYSTERY AND WHAT HAPPENED

The "mystery" of the automobile, the man, the woman and the gun is no longer a mystery. The story, which has been sifted down by the police in its nows connected with the prominent case, is that the automobile, which was a 1907 Buick, was sold by him about a year ago. The lady and gentlemen who were in the car Monday night were the same as those who were in the Lincoln road because of a slight break in the running-gear of the machine. The three in the predicament, three or four young fellows are said to have come up and began to question the woman's escort while he was repairing the car. The woman, their remarks becoming unbearable, caused the man, it is said, to stand them off with a revolver. About the time the other auto came along and the woman was given a seat in this until the break in the first machine was repaired.

COFFEE CLUB AS A SALOON SUBSTITUTE

The United Coffee Clubs association will make an effort to establish itself in Portland. The W. C. T. U. workers in town are lending their assistance and it is expected that the first club will be opened about July 4. The coffee club intended to supplement the saloon, giving all the privileges and attractions which men must ordinarily find in a saloon. It will combine the features of a saloon, as far as possible into a public institution with lunch counters, lunch rooms, dress suits, music and other attractions. Everything but the lunches will be furnished by the association, which is to have a string of them in Portland. A competent manager has been secured. The association will be organized as a stock corporation with shares selling at \$1 each. Already subscriptions to the amount of \$1,100 have been received, and \$4,000 is required to start a first class club. W. C. T. U. workers in the city are sending out letters presenting the idea and asking for aid. The letters are signed by Frances E. Getshall, secretary of the United Coffee Clubs association, and endorsed by Henrietta Brown and Ina Ince Unruh and Hattie J. Shane.

PAINT CONTRACTOR TAKES HIS LIFE

Disappointment in love is ascribed as the cause of the suicide of Hugh M. Kimbrough, a painter, 352 Second street, last night about 11 o'clock. The reason for his suicide is not known, but it is believed that he was disappointed in love. The body was found in a rooming house, and the cause of death was a bullet into his brain while standing on the front porch of his rooming house. The sound of the shot and the fact that the body was lying in front of the house across the street, 345 Second.

SUPPLY SHIPS READY FOR WORLD CRUISE

Vallejo, Cal., June 10.—Orders have been issued by the authorities at the Mare Island navy yard for the departure of the fleet from here before next Saturday, so that they can prepare at San Francisco to start on their world cruise. The refrigerator ship Culgoza left for the lower bay this morning and the rest will follow this week. The ship is being refitted by the Panther and is nearly ready to load supplies for the long trip across the Pacific. They will leave here tomorrow and Friday.

CUPS TO BE GIVEN ROSE PRIZE WINNERS

Prize-winners at the annual exhibition of the Portland Rose society will be given their cups and trophies between the hours of 4 and 5 this afternoon in the office of President E. B. Corbett of the society, room 311 Corbett building, 320 1/2 Commercial street. Mr. McFarland will be there to present the trophies.

LOST CHECKS RECOVERED

Two checks, one for \$110 and the other for \$50, lost by F. Palmer during the Rose Festival, were located today by Detectives Coleman and Price. The checks were supposed to have been taken from Mr. Palmer in a crowd at the corner of First and Alder streets.

IMMENSE AMOUNT OF WORK WILL BE LEFT UNFINISHED BY PRESENT OFFICIAL.

George J. Cameron, who he takes office July 6, will get all that is coming to him from the office of District Attorney Manning. Practically all state cases which have been begun within the past few weeks, the remainder of the cases against the officials of the Title Guaranty & Trust company, and all those cases which may come up between now and July 6 will fall to the lot of District Attorney-elect Cameron. With the exception of about three cases which are on the docket for dates before July 6 all circuit court cases in the hands of the district attorney are set for times after July 6. The bank holidays of last fall held up the business of the circuit court in Multnomah county and as a result when work resumed the dockets were in a badly congested condition and have remained so since that time. With the resumption of work a great effort was made by the court to clear up the criminal calendar but before this was done the people having civil cases pending began to clamor for the hearing of their cases. The court has since been taking care of both cases as rapidly as possible but still cases filed in April will not be heard until the latter part of the coming October or later.

MANY MASONS ATTEND GRAND LODGE SESSION

Grand Master Pearce of Salem Delivers Annual Address This Morning. Over 500 delegates, representing the 115 subordinate lodges of the state, were present at the first session of the annual communication of the Grand Lodge of Oregon Masons, which met at 10 o'clock this morning in the new Masonic temple at West Park and Yamhill streets. It is estimated that about 100 additional delegates will arrive during the day, bringing the total representation to something like 600 members.

PEROLEE MEN HAVE NOT YET ARRIVED

When District Attorney Manning leaves office, therefore, he will leave behind him a pile of work to distract the attention of the incoming official for some months to come. Investigation into the evidence of all these cases, preparation of the cases for trial, and the hearing of the cases, will be other incidental work in bringing the cases before the court for hearing will be the work of the incoming official. He knows nothing of the cases or the offenses which caused them to be filed with the court. District Attorney Cameron therefore will be a much busier man than Municipal Judge Cameron and will continue so for some few months after his assumption of office.

COUNCIL SUSTAINS VETO AS TO "CLAUDE"

Mayor Lane Upheld in Disapproving New Names of Streets. The council today passed the ordinance defining a manufacturer of beer, and also the ordinance which was passed by the council last night. This is a law that was passed for the purpose of evading the state law regarding the sale of beer. The council today passed the ordinance defining a manufacturer of beer, and also the ordinance which was passed by the council last night. This is a law that was passed for the purpose of evading the state law regarding the sale of beer.

LABOR COUNCIL WILL NOT TAKE ACTION

Seattle, Wash., June 10.—The local Central Labor union will take no action on the protest of the Spokane body to the removal of Professor J. Allen Smith and Dr. William Sawyer, as teachers in the University of Washington. There has been a political agitation worked up here against the professors for their connection with the initiative and referendum, the recall and the election of United States senators also on their socialistic attitude toward the laboring man. The majority of those who have been the first to protest against the removal of the two men are now taking action to appeal their cases.

BOBACH SAYS EITHER DOLLIVER OR PILES

Washington, June 10.—Senator Bobach of Idaho, after a talk with President Roosevelt today, predicted that the western man. He said he felt certain it would be Senator Dolliver of Iowa. The only other name mentioned was whether Dolliver will accept it. It is not Dolliver it will be Senator Piles of Washington.

CAME HOME FULL OF CURSES FOR HER

That Ben F. King began to drink heavily soon after he married Mrs. Belle King and then would come home with curses and threats and disgrace her face with his vilest and coarsest language in a complaint for divorce filed in the circuit court by Mrs. King. She alleges that his treatment soon passed the point of endurance. They were married in October, 1904. Alleging that he deserted her nine years ago, she was married, Mrs. Mollie Yoeman has used Robert S. Yoeman for divorce. They were married in Portland in March, 1905, and the husband is alleged to have left, never to return, in 1904.

WITNESSES PIECE TOGETHER PRIVATE CONTRACTS ON FILLS TO BE INSPECTED BY CITY ENGINEER HEREAFTER.

When the question of grading East Thirteenth street between Alberta and Roselawn arose in the city council this morning several members spoke against the present method of allowing street grading and the laying of sidewalks by private contract, and the street committee will make an investigation and report back at the next meeting. According to Councilman Baker and other members of the committee, the grading has been abused, and Mayor Lane told of a case where the contractor took out a permit in the name of the property-owner without the man's knowledge. The first the property-owner knew anything about the grading was when the contractor's workmen installing it. Other abuses were mentioned by Councilman Baker, one of which was the fact that in cases of many about the contractor left the street in an almost impassable condition. Councilman Bennett told of a case where an improved street, had been practically cut off because of the condition of streets opening into it. These streets had been graded by private permits and left in the condition described by Baker. City Engineer Taylor was present at the meeting, and he had recently taken up the question and had decided that in the future no permit would be granted until the streets adjacent to the proposed grading had been graded in the most effective manner of eradicating the dirt. He cited an example of a man owning a lot which was high in front and low in the rear. Cellars contended that the dirt removed from the street belonged to the property-owner and should be allowed to be used in filling up the rear end of his lot. Baker contended that the city owned the dirt and should be allowed to use it in filling up the rear end of his lot. Just as the debate between Cellars and Baker was getting warm, Kellaher arose and explained that the street committee had referred the question to City Attorney Kavanaugh for an opinion. He is of the opinion that the city owns the dirt, and suggested that the entire matter be referred to the street committee, where it could be decided in conformity with the city at large. The suggestion was adopted and the committee will report back to the council in two weeks.

WANTS RECEIVER FOR WOOD COMPANY

S. F. White has begun suit in the circuit court to secure an accounting of his partnership affairs with M. J. Wood & Coal company. He also asks for the appointment of a receiver to take charge of the property of the company. The partnership was dissolved on the trial of the case.

ADAMS CANOT RECOVER RALEY'S BIG COMMISSION, THE COURT HOLDS.

By the decision of Presiding Judge Gantenben in the circuit court this morning, Frank J. Raley wins the unusual and handsome commission of 10 per cent, or \$22,900, on a \$229,000 land sale in the Irvington tract. His retained this sum out of the proceeds of the sale, and the court holds that Charles Francis Adams of Boston, former president of the Union Pacific railroad, who owned the land, cannot recover it was employed by Adams as a salesman for three months, with a contract for 10 per cent commission on any land he sold. It appears that Adams thought Raley took no more than 10 per cent, but Raley presented him with \$206,100, having been careful first to put away for his own use the 10 per cent commission on the sale of the land. Adams demanded, all to no effect, so finally he sued the successful agent for an account. To this the agent replied that Raley filed an answer, and the attorney representing Adams a reply. 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