

SUGGESTS DOWN TOWN BUILDINGS BE FIREPROOF

Building Inspector in Report Also Thinks Owners of Skyscrapers Don't Pay Sufficient Fees.

That the builder of a \$2500 dwelling should have to pay \$2 for a permit and that the fee for the permit to erect a \$1,000,000 business building is only \$10, is manifestly unfair to the great majority of small builders is the opinion of City Building Inspector G. E. Dobson, expressed by him in the opening paragraphs of his annual report for 1909 filed yesterday afternoon.

The building inspector says that \$10 does not even pay for the expense of examining the specifications for one of the modern fire proof buildings, which are being built in Portland. Yet the greater part of the expense of the building inspection department, says the report, is brought about by inspectors having to devote their time to an inspection of the construction work during from six to 15 months required for this class of buildings.

Mr. Dobson recommends that the building code be amended so that the charge for permits shall depend upon the floor space or the cubical contents of structures to be built. After giving careful study to the matter for a period of years he believes this will be the only equitable procedure to adopt. Its adoption would make the building inspector's office self-supporting and would double the annual receipts.

Last year the expenses of the office amounted to \$9195 and the income from permits was \$7249. If the permits had been charged for according to the cubical contents of the buildings the income would have been \$14,639 and the records of the office would have shown a comfortable surplus with which to start the 1910 season.

Schools Poorly Constructed. In another section of his annual report the building inspector calls attention to the dangerous construction of many of the city school buildings and recommends the adoption of different types of buildings for the future.

Referring to the school buildings, he says: "The burning of the Collinswood school in Ohio, a little over a year ago, forcibly called the attention of the eastern cities to the necessity of erecting better school buildings, and at the present time in most of the larger cities of the east, the height of these frame buildings is limited to one and two stories, and where three stories are allowed the capacity is usually restricted to from 400 to 600 pupils.

"I believe that where frame buildings are used they should be limited to one story in height. If two or more stories are required, it should be either mill or fireproof construction. "At the present time it is possible to build cheap brick buildings with frame construction inside, which are not only detrimental to the appearance of the city, but in large buildings constitutes a grave source of danger to the occupants thereof.

Suggests Fireproof Buildings. "I think that in the business district, where buildings of five and six stories and over are the rule, an ordinance should be passed which would prohibit the erection of anything but fireproof buildings. Such a restriction would vastly increase the value of property in this district, and if analyzed closely will prove to be one of immense benefit to everyone concerned.

The year 1909 has been a banner one in the history of the office so far as the valuation of buildings erected is concerned. A study of the records shows a large increase over last year, which amounts approximately to 30 per cent, and shows that the largest gain has been made in the business district. The number of permits issued in this district has largely increased, while the increase in size of buildings and improvement in character and design has been very marked."

LEASE OF DRY DOCK UP TO BRONAUGH

Court Will Settle Dispute Over Power of Port of Portland.

Contending that the Port of Portland has discretionary power to operate the public dry dock itself or to lease it, as may prove most advantageous, C. E. S. Wood this morning presented to President Judge Bronaugh in the circuit court his views in support of a demurrer to the complaint in the test case of Captain Albert Crowe against the leasing of the dock to the Oregon Dry Dock company, a private corporation. Raphael Citron, representing the other side, urged that the commissioners of the port have no authority beyond that conferred by the charter and have no more authority to lease the dry dock than the city would have to sell or lease its parks or the county to lease the courthouse. He argued that the dry dock is held in trust for public use, and that leasing would be a perversion of the legislative intent.

Citron urged that a special legislative enactment would be necessary to enable the commissioners to lease the property to private interests. Colonel Wood, on the other hand, holds that the power to lease is a business function incidentally conferred upon the port.

Authorities Freely Quoted. Rows of law books were stacked in front of the attorneys, and there was lengthy quotation from opinions of the courts. Citron had not concluded his argument in reply to Wood's opening speech when the time came for the noon recess, and this afternoon, when Citron is through, Wood will have the closing argument. Owing to the importance of the subject and the numerous citations made, Judge Bronaugh is expected to take the matter under advisement for careful consideration.

While the intentions of the commissioners of the port do not enter into the argument on demurrer, W. D. Wheelwright, C. F. Adams and J. C. Ainsworth some time ago filed a statement of their ideas in making the dry dock has been operated by the city the annual loss has been about \$32,000, including interest on the bonds and five per cent for depreciation and declare that they intend to regulate dockage rates and general terms of use, and argue that they are at a disadvantage because they cannot contract for repairs, in competition with privately owned docks.

NINTH ANNIVERSARY OF PORTLAND Y. W. C. A.

At the ninth anniversary of the Portland Y. W. C. A., which was observed last night, an elaborate program and banquet were given, after which a business meeting was held. At the banquet 210 members were seated, Mrs. Frances D. Chamberlain, president of the association, acting as toastmaster. The financial report of the secretary showed a balance of \$390 for the year, and it was mentioned that the membership had increased from 2400 to 3100 since the opening of the new building, a year ago. Reports of the different heads of the departments were also heard.

CHAMBERLAIN BOOSTS FOR HARNEY SURVEYS

(Washington Bureau of The Journal.) Washington, Jan. 13.—Senator Chamberlain today introduced an amendment to the sundry civil bill providing for the survey of unsurveyed townships in Harney county. The amendment was referred to the public land committee, of which he is a member. There is a good prospect that the amendment will go through. The survey will cost about \$50,000.

Favorable Reports on Coast Bills.

Washington, Jan. 13.—A bill was favorably reported in the senate today providing for a new revenue cutter to replace the Perry on the Pacific coast. The committee also recommended aids to navigation for the coast and rivers of Alaska, to cost \$80,000.

DRUNKARD KILLS CRIPPLED WIFE

Claims She Attacked Him With Crutch and He Had to Defend Himself.

(United Press Leased Wire.) New Orleans, Jan. 13.—Strangled, it is alleged, because his crippled child wife would not submit to his drunken caresses, James McElroy, a wealthy capitalist in Portland, shot and fatally wounded her early today. Neighbors hearing the shots and the screams of the wife, hurried to the McElroy home, but were held off by the planter until his victim was dead. He claimed that his wife, who was stricken with locomotor ataxia soon after her marriage, attacked him with her crutches and that he shot her in self-defense. McElroy's neighbors are incensed and threats are heard. Mrs. McElroy was formerly a flower girl. McElroy, who lived at Lauderdale, Miss., saw her on the streets while on a visit to New Orleans, and fell in love with her. The couple were married during a romantic courtship.

JURORS TRY SECOND LIQUOR SELLING CASE

Four of the jurors who sat in the case of Fred T. Merrill and acquitted him on the charge of selling liquor to a minor party in the month, were accepted as jurors this morning for the trial of Isaac Brun, a liquor dealer charged with a like offense. The four men are A. C. Marper, John A. Mastin, J. Y. M'Guinny and F. M. Mathena. In the Merrill case there is no question of agency involved and no admission that the liquor was sold to Frank McCrum, a 18-year-old boy, who lives at Archer Place. McCrum testified this morning that he purchased a flask of whiskey from Brun himself, he and another boy, afterward being picked up by the officers while suffering from the effects of intoxication. Brun denies that he sold the whiskey to the boy, and the jury will have to pass on contradictory testimony. Deputy District Attorney Vreeland is prosecuting the case. Guy C. Moser and John C. McCue appearing for the defense.

In securing the jury all of the talesmen said that they could give a liquor dealer as fair a trial as a man in any other business, but several declared that they personally had no use for the liquor traffic. Frank M. Schmitt, one of those who said he was unfriendly to liquor, was peremptorily challenged by the defense, and T. B. Mascher, who said that he is a Baptist and opposed to liquor, was excused. Testimony will be finished this afternoon.

STORK HAD BUSY TIME IN CITY OF ROSES DURING 1909

Although the fact has not been made known to the public, Jan. 13, James Audubon or any other famous ornithologist, it is nevertheless a fact that Portland is one of the most favored habitats of the stork that can be found anywhere on the globe. Birth statistics just filed by the health department show that the birth rate for 1909 was 11.40 per 1000 of population, an increase from 11.04 in 1908. The total number of births recorded in 1908 was 2815. Last year the number was 3022.

IN ASYLUM 12 YEARS; VICTIM OF SPITE

(United Press Leased Wire.) San Antonio, Texas, Jan. 13.—Following his release from the insane asylum, where he claims he was illegally imprisoned for 12 years, W. J. Browne, a millionaire, is preparing to leave for a long trip to recuperate from his long incarceration in the madhouse. Browne alleged that he had been held in the asylum through the machinations of a Mexican government official. He charged that he had been persuaded to enter the asylum by being told that his wife was there. This evidence was offered to the court by his wife, who has worked faithfully to gain his release. When the true status of the case was called to the attention of the judge, he ordered that Browne be brought before him. Browne was given a rigid examination and was immediately released. Browne stated today that he would bring legal action against the asylum authorities and the doctors who signed the commitment papers.

Sues for Commission.

Suit for \$710 commission on millinery sales while employed as manager and saleswoman in the Grand Leader store from September, 1908, to January 1 of this year, has been begun in the circuit court by Josephine Ready against the Case & Reist company. She says she was promised 10 per cent commission on all sales she made after she sold her first \$1000 worth, in addition to her salary of \$25 per week. She says she sold \$7301 worth of goods above the \$1000, but has received no commission.

Y. M. C. A. Directors Elected. At the regular monthly meeting of the board of directors of the Y. M. C. A., held yesterday in the office of General Secretary Stone, F. C. Knapp and E. B. McNaughton were elected directors. One of the vacancies has existed for several years and the other was created by the resignation of John Bain. A healthy state of the affairs of the association is shown by the monthly reports for December, which were submitted at the meeting.

Why Liddell Quit. Because the public administrator of a district in British Columbia beat him to it, Valdemar Liddell has had his letters of administration on the estate of Johan Axel Nylund revoked. He explained that he obtained power of attorney from the heirs to act, but after he received it and started to take charge of money of the deceased in London bank, he learned that the British Columbia official had already withdrawn the money. There being nothing for him to do, he quits.

Already more than 700 different types of soil have been encountered in the 20 states in which soil surveys are being made by the government.

CITY'S PAVEMENTS 70 MILES LONG

But Only Half of Them Cleaned Daily Owing to Small Force.

In his annual report for 1909, filed in the city auditor's office yesterday afternoon, Superintendent Alex Donaldson of the street cleaning department states that there are 70 miles of pavements in Portland and that owing to the inadequacy of his force he was only able to clean about half of these a day. In some instances the department was only able to go over parts of the paved area once a week. The city now has four oil sprinklers, which treated 41 miles of streets last year, at an average cost of \$139.12 a mile. There are 35 water sprinkling wagons in the department and the total cost of operating them last year was \$12,768. In addition to these wagons three electric sprinkling cars were used. They sprinkled an average of 47 miles of streets per day at an average cost of 74 cents a mile.

INSURANCE MAN WINS

Mark T. Kady Wins in Suit Brought by Fred J. Epler, a Sherwood Banker. Verdict for the defendant was given by a jury in the circuit court last night in the case of Fred J. Epler against Mark T. Kady. In which the plaintiff sought to recover \$159 he had placed an premium on an insurance policy, alleging that the amount of the premium was misrepresented to him. He won in justice court and the defendant appealed. The case was tried before Judge Morrow.

Fred J. Epler, who is cashier of the Bank of Sherwood, in September, 1907, bought a \$5000 20 payment life policy in the Mutual Reserve Life Insurance company, of New York, which in February, 1908, went into the hands of receivers. Mr. Kady, who had been the representative in the west for several years, sold the policy to Mr. Epler, taking his note for \$1500, due in six months, for the first year's premium. A few weeks before this note became due the company went into the hands of the receivers, and Mr. Epler, learning of this fact, undertook to repudiate the policy and filed a suit against Mr. Kady personally to recover the amount of \$159.70 damages from him, the same being the amount of the note he signed for the first premium on the policy, alleging in his complaint that Mr. Kady had fraudulently misrepresented the policy which he had accepted. Epler, so it seems, wanted the jury to believe that a New York life insurance company would deliver to him a \$5000 policy for less than the actual premium. The policy was introduced in evidence, and was the principal evidence relied on by Mr. Kady. The case was tried before a jury and their verdict exonerated Mr. Kady of any fraud or fraudulent representation in the matter. J. B. Ryan acted as Mr. Kady's attorney.

BINDERY WOMEN ARE VICTORIOUS

Concern That Held Out Against Them Gives Up Fight—Opens Doors.

Members of the Bindery Women's union who left the Irwin-Hodson shop on strike two weeks ago have been restored to full favor, including recognition of advanced wage schedule. Bindery women and bindery men began going back to work this morning. "It was suicide for us to continue the fight alone," was the statement made by the Irwin-Hodson company. "Had other employers stood by us, winning the contention would have been a cinch. What effect the recognition of the girls will have upon the demands of compositors we do not care to say." But although the Irwin-Hodson company will not say whether the compositors will be assured of getting more money through concessions granted the bindery people, the compositors themselves are convinced that for all practical purposes the wage fight is ended, a strike has been averted and the victory is theirs. Throughout the campaign of the printers for increased wages as made public through new wage schedules, the Irwin-Hodson company has concededly constituted the backbone of opposition to the increase. The new policy is consequently very gratifying to the members of the typographical union, whose demands have not yet been formally acted upon by the employing printers.

TRAINMEN INJURED ON SEABOARD LINE

(United Press Leased Wire.) Columbus, Ga., Jan. 13.—Several trainmen were hurt, none seriously, today when a freight train was derailed near Sulphur Springs on the Seaboard Air Line. It was reported here, when first news of the derailment was received, that a passenger train was wrecked and many passengers killed. Wrecking trains were at once sent from this city with physicians and emergency hospital materials aboard.

ORGANIZE TO ERECT EXCHANGE BUILDING

The Railway Exchange Building company, which was incorporated yesterday by F. S. Stimpney, H. O. Stickney and Robert Smith, with a capital stock of \$250,000, was organized for the purpose of erecting the Railway Exchange building on the 50 by 300 feet facing the Chamber of Commerce on Stark street. Fred S. Stanley is to be the president of the company. Robert Smith, vice president and H. O. Stimpney, secretary and treasurer. Of all the animals which are born and spend their lives in subterranean caverns, there are no birds, and, but one mammal, a rat.

FINE NEW HOMES ALAMEDA PARK

Many beautiful homes for Alameda Park's adornment

It is considerably less than one year since Alameda Park was opened to investors—and it has been eagerly gobbled up by people who want to live there. With lofty elevation, all city improvements contracted for, carline to its door by February 1, next to Irvington with higher building restrictions than Irvington—yet priced 50 per cent lower than surrounding values, and sold at the earliest of easy terms—it is a splendid spot that Alameda Park has been sold off so rapidly until everyone who wants a slice of this splendid property will have to "step lively."

Some Homes at Alameda Park. Following are a few of the Alameda Park homes that are under construction or being planned to be built this season. George M. Nolan, state superintendent of Mutual Life Insurance company, \$5000 in Swiss chalet style on a view lot; Joseph Tashie, financier, of Walla Walla, Wash., \$15,000 to \$25,000 residence; Otto Mikkeles, \$5000 two story home; Carrie L. Robertson, \$2000 artistic bungalow; J. D. Sullivan, \$3000 7 room bungalow; H. F. Schmeiser, Walla Walla, Wash., plans soon to be drawn; Dr. Waits of Watts & Morrow, physician and surgeon, will erect a magnificent \$25,000 residence on his splendid site; Minnie C. Sidelman, \$5000 residence; Attorney Beverly of Athena, Or., \$6000 residence; Spencer-McCain company, \$4500 residence, to be completed by March 1—and many more.

Alameda Park is a peerless place in which to invest and in which to live. Prices will positively advance after carline is finished. For those who wish to see there is free auto service every Saturday and Sunday, 2 p. m. to 4 p. m., from present end of Broadway line into Alameda Park. Information may be had of Alameda Land company, owner of Alameda Park, 323 Corbett building.

WALLA WALLA WILL SEE WHITE SOX

(Special Dispatch to The Journal.) Walla Walla, Wash., Jan. 13.—Word has been passed here by the Northern Pacific officials that the Chicago White Sox will play ball here on their way east after training next spring. If \$200 is guaranteed, and also 40 per cent of the net profits above this. The money

There is Only One "Bromo Quinine" That is Laxative Bromo Quinine. Used the world over to cure a cold in one day. Always remember the full name. Look for this signature on every box. E. W. Little

Watch tomorrow's ad. in the Oregonian for the big Perem-tory Sale of high grade Ladies' Outer Apparel Garments of the SWAN & WINKLER CO. Prices less than half of the actual cost. Swan & Winkler Co. Cor. Eleventh and Wash. Sts.

THE LIGHT THAT NEVER FAILS CHRISTMAS ANNOUNCEMENT

THE Company has allotted extraordinary BONUSES to its Industrial policy-holders payable in 1910. These are CASH BONUSES which may be used in payment of premiums upon their Industrial policies. They were not promised in the policies, either expressly or by implication, the policies being strictly non-participating. No such bonus has ever been given by any company to its policy-holders, and no such bonus ever will be given by any other company. BONUSES TO LIVING POLICY-HOLDERS. To every holder of an Industrial whole life policy of the Company who shall pass the age of 75 during 1910, a bonus on its anniversary date thereafter equal to premiums for 52 weeks. To every holder of an Industrial policy in force issued in 1879 and 1880, a bonus on its anniversary date equal to premiums for 26 weeks. To every holder of an Industrial policy in force issued in 1881-2-3-4-5, a bonus on its anniversary date equal to premiums for 20 weeks. To every holder of an Industrial whole life policy in force issued in 1886-7-8-9-1890, a bonus on its anniversary date equal to premiums for 15 weeks. To every holder of an Industrial whole life policy in force issued in 1891-2-3-4-5, a bonus on its anniversary date equal to premiums for 10 weeks. To every holder of an Industrial whole life or increasing life and endowment policy issued in any year from 1896 to 1905 inclusive, a bonus on its anniversary date equal to premiums for 5 weeks. These bonuses are thus for percentages varying from about TEN to ONE HUNDRED PER CENT, of the amount of weekly premiums for a year. It will be observed that the bonuses are graduated by the age of the policies. The whole life policies issued between January 1, 1907, and July 1, 1909, have received a reversionary dividend of about ten per cent of their face during the past year (that is, have been increased in amount about ten per cent). This cost the Company \$600,000 in 1909; and will cost many hundreds of thousands of dollars in subsequent years in increased Reserve. The whole life policies, issued since July 1, 1909, have been increased about ten per cent in amount above the amount of insurance previously provided for the same respective premiums. BONUSES ON DEATH CLAIMS. Death Claimants on whole life policies issued between January 1, 1907, and July 1, 1909, whose claims had been settled, have received in the last six months a payment of mortuary bonuses of about ten per cent, in addition to the amount previously received, at a cost to the Company of over \$250,000. Payment on Death Claims in 1910 will be increased over and above the face of the Industrial policies by amounts determined by the following scale: When death occurs after policy has been in force over 5 years.... 5% When death occurs after policy has been in force over 10 years.... 10% When death occurs after policy has been in force over 15 years.... 15% When death occurs after policy has been in force over 20 years.... 20% When death occurs after policy has been in force over 25 years.... 25% When death occurs after policy has been in force over 30 years.... 30% The cost to the Company of these CASH bonuses is estimated at \$5,204,639.95 Added to the bonuses heretofore paid for the last sixteen years OVER AND ABOVE THE PROMISES MADE IN THE POLICIES, this will bring the total CASH bonuses up to Twenty-one Millions of Dollars in CASH in 17 Years! The Additional Cost of Concessions in Reserve Liability has been Four Millions of Dollars The sources of these bonuses are: 1. Decrease in expenses—TEN PER CENT, in nine years to the close of 1908. 2. Saving in the Mortality which was expected when policies were issued. 3. Gains in Interest actually earned over the amount required by statute for accumulation of Reserves. 4. The fact that on a premium income of nearly \$50,000,000 a year the Stockholders receive only \$140,000, which is more than earned from the income of their own capital and surplus; the balance of such income going to the increase of the fund from which Bonuses are paid. METROPOLITAN LIFE INSURANCE CO. JOHN R. HEGEMAN, President.