

MARCH BUILDING RECORDS START OFF WITH A RUSH

229 Permits Were Issued During the First Seven Days of the Month—Value of Construction, \$370,000.

Plans filed with the building inspector for checking purposes, applications already made for permits for the construction of various kinds of buildings, and the unusually large volume of permits so far issued indicate that March, like January and February, will break all records for these months.

The total for January and February was somewhat above \$2,000,000, or about \$100,000 greater than for the first two months last year and \$500,000 in round numbers ahead of the record for the same period in 1910.

For the first seven days of March, 229 permits were issued authorizing construction to the value of \$370,000. This is at the rate of more than \$1,500,000 for the month or just about equal to the splendid record of March, 1911.

Several large building propositions have materialized during the past few days which will undoubtedly result in keeping the building record of the next few months up to that of the spring and summer of 1911. The largest new construction project which will call for a permit during the next days is the projected 11 story building for the Pacific Telephone and Telephone company which is to be erected at Oak and Park streets.

Three Story Structure. The Gerlinger Brothers are tearing out the old frame structure at the southwest corner of Eleventh and Washington streets for the purpose of building a three story combination store and motion picture building at an estimated cost of \$60,000 to \$70,000.

A Portland capitalist is having plans drawn for a six story, fireproof apartment house to cover a Nob Hill quarter block. The proposed building will be more like the regulation New York type of apartment house than any other in the city and will cost approximately \$150,000.

Last week witnessed a revival of the report that the Pittcock block on Washington street is to be improved this summer. This last report has it that a syndicate has been formed for the purpose of building an 8 or 10 story fireproof structure on the entire Washington street front of the block.

Construction work was begun last week on the four story, 50x200 foot structure of the Crown Trust company which is to go up on Stark street, between Tenth and Eleventh. The permit for this building will be issued during the next few days.

The largest permit issued last week was for the four story brick store building which is under construction at Second and Ankeny streets, by J. F. Shea. The cost of the building was fixed in the permit at \$50,000.

Apartment House Permit. Robert Montleith took out a permit during the week for a two story brick apartment house which he will build on Alberta street, near East Nineteenth, at a cost of \$14,000.

Mrs. Gibbons, a resident of The Dalles, has procured a permit for a two story frame flat building to be erected on Northwick street between Russell and Page. The cost will approximate \$12,000.

Contractor George Langford has begun the erection of a two story brick building on Couch street, between Second and Third for the Weinhard estate, which will cost \$10,000.

W. J. Gill, in the realty department of A. H. Birrell & Co., has let the contract for a \$7000 home to be erected on East Salmon street, near East Fifty-fifth, on the west slope of Mount Tabor. The house will be an attractive addition to the number of fine homes built in the Mount Tabor district during the past year.

Contractor Bert Boice is also building a handsome home in that district. His house fronts East Fifty-seventh street, near East Salmon. Its estimated cost is \$6500.

The contract was let last week for the proposed new school house to be erected at University Park by the Holy Cross Catholic parish. The building is to be 60x75 feet, two stories high and will cost approximately \$15,000.

The Portland Railway Light & Power company has filed with the city building inspector plans of the general repair and machine shop which is to be erected on the Elma tract, at East Seventeenth and Main streets. The proposed car shops is to be a one story brick structure, 205x130 feet in size. As soon as the plans are checked up, a permit will issue and construction work will get under way.

Eighty-three residence permits were issued last week, many of them providing for the handsome class of homes. The following builders took out permits for houses costing a minimum of \$3000: A. Horn, two story frame, East Seventeenth and East Main; East Forty-fifth, near East Knott, \$3000; Mrs. E. B. Miller, two story frame, East Thirtieth and Knott, \$5000; Moore Bros., 2 1/2 story frame, Flanders, near East Forty-fourth, \$3000; R. B. Adams, 1 1/2 story cottage, Killickit, near East Thirtieth, \$5000; G. H. Irwin, 2 1/2 story frame, East Twenty-first, near Stanton, \$5500; W. B. Donahue, two 1 1/2 story cottages, East Forty-second, near Killickit, \$2000 each; Mrs. Billings, 1 1/2 story cottage, East Forty-first, near Weidner, \$3000; E. J. Hyland, 2 1/2 story frame, Brazee street, Irvington, \$5000; C. W. Martin, two story frame, East Sixty-ninth, near East Morrison, \$3500; N. P. Peterson, 2 1/2 story frame, East Thirtieth, near Stanton, \$3000; Robert E. Beat, two two story frame dwellings, East Tenth, between Stanton and Sleikyou, \$4000 each; Edward McLerner, two story frame, Watts, between Derby and Fenwick, \$3000; J. Copes, 1 1/2 story frame, East Forty-third, near Killickit, \$5000.

Smaller Structures.

George N. Fifer, two story frame, East Lincoln, near East Eighth, \$4000; J. R. Caples, 1 1/2 story cottage, East Fourteenth, near East Knott, \$3000; Mrs. E. B. Miller, two story frame, East Thirtieth and Knott, \$5000; Moore Bros., 2 1/2 story frame, Flanders, near East Forty-fourth, \$3000; R. B. Adams, 1 1/2 story cottage, Killickit, near East Thirtieth, \$5000; G. H. Irwin, 2 1/2 story frame, East Twenty-first, near Stanton, \$5500; W. B. Donahue, two 1 1/2 story cottages, East Forty-second, near Killickit, \$2000 each; Mrs. Billings, 1 1/2 story cottage, East Forty-first, near Weidner, \$3000; E. J. Hyland, 2 1/2 story frame, Brazee street, Irvington, \$5000; C. W. Martin, two story frame, East Sixty-ninth, near East Morrison, \$3500; N. P. Peterson, 2 1/2 story frame, East Thirtieth, near Stanton, \$3000; Robert E. Beat, two two story frame dwellings, East Tenth, between Stanton and Sleikyou, \$4000 each; Edward McLerner, two story frame, Watts, between Derby and Fenwick, \$3000; J. Copes, 1 1/2 story frame, East Forty-third, near Killickit, \$5000.

BUNGALOW ON WEST PARK SOLD, \$11,000

The Schumann bungalow, one of the most attractive cottages on West Park street, was sold last week to W. H. Monroe, of Monroe & Crissell, for \$11,000. The property is located at the northwest corner of West Park and College streets, and comprises 25 by 55 feet, and a small bungalow of double construction, which was built five years ago by Otto Schumann, the marble dealer.

Great Britain exported nearly \$10,000,000 worth of soap last year.

JUDGE KNOWLES' RULING DEFENDED IN ESOPHEAT CASE

Court Acted Fairly, Says Turner Oliver; Minimum Attorney Fee of \$7500 Allowed on Affidavits.

La Grande, Or., March 9.—To the Editor of The Journal—There has been considerable comment of late through the press of the state on the unusual attorney fee recently allowed to Cochran & Cochran in the Morrison escheat case and some of this comment seems to me to reflect unjustly upon Judge J. W. Knowles before whom the case was tried and who allowed the attorney fee. On behalf of Judge Knowles I desire to say that he acted fairly throughout the trial, under the law as he understood it, and in the allowance of the attorney fee he did just what any other judge would have done under the same circumstances. The matter of the allowance of the attorney fee was presented to the judge on affidavits only, and entirely ex parte so far as the affidavits were concerned. The affidavits had been procured by Cochran & Cochran from a number of the local attorneys in the state and in these affidavits a few of the attorneys fixed the fee as low as \$7500, a few of them above \$10,000, but the bulk of them at \$10,000.

Lower Sum Taken. No counter affidavits were filed by the state so that the only evidence before the court ranged from \$7500 to upwards of \$10,000. In fixing the fee at \$7500, the court placed it at the lowest sum which was in evidence before the court. I was permitted to appear as a friend of the court and objected to having the attorney fee proved by affidavits and claimed that this fact should be established by evidence taken in open court. I still think that this is the only proper way of determining any disputed fact; but after the court had overruled objections to the affidavit testimony, and denied motions to strike out the affidavits as not being competent testimony, and allowed the state two weeks to file counter affidavits which it did not do, the only thing it could do on the record before it was to find not less than \$7500 nor more than \$11,250, that being the range of the testimony as shown by the affidavits.

The court did find for the minimum amount as shown by this affidavit testimony. If the court committed an error of law in not striking out the affidavits as incompetent and in overruling the objections to the claim of \$10,000 as attorney fee, an appeal lies to the supreme court which can determine the matter and declare what the law is, but if affidavit testimony is legally competent to establish the fact as to what would be a reasonable attorney fee in this case, the circuit court on the testimony before it could not have found any smaller amount than what it did find.

There are other features in this case more exasperating, however, than the amount of the attorney fee. John Morrison's property by every principle of equity and right belonged to his brothers and sisters, but he happened to be born before his parents were married, about 75 years ago in Scotland. The state claimed that he was an illegitimate child of Catherine France. The defendants claimed that his parents were the same as those of the other children. The record showed that the France child was born on January 16, 1832.

Family Bible Shown. The Morrison family Bible showed that John Morrison was a legitimate child and the burden was upon the state to prove the contrary. The rule of evidence from time immemorial has been that facts of family history can be proved only by members of the family and not by strangers, and this has been the rule in Oregon from the earliest Oregon cases down to the Morrison case; but in this case the Oregon supreme court held that hearsay evidence of a stranger could be introduced to establish the illegitimate birth of John Morrison, and a deposition of an old man in Scotland who claimed that his age was 92, in no way related to Morrison, was allowed to prove a bit of town gossip 75 years or more old, in a Scotch city, and our supreme court held such testimony competent to take Morrison's property away from his brothers and sisters. A deposition was also taken of a woman about 70 years old residing in Union within 10 miles from the place of holding court, and afterwards testimony of "experts" was taken to show that this witness was sick when her deposition was taken and that she was also sick when court was held in order to keep her from appearing in court to testify. This expert testimony tending to show that she had arterial sclerosis very bad and one of the "experts" testified that she told him that she would frequently fall when in the yard and have to crawl into the house.

Contract Is Made. He gave it as his opinion that she could not possibly make the trip to La Grande to give testimony, and her framed up deposition was allowed to be read contrary to all the rules of evidence since the common law has been given. This witness has frequently visited La Grande since, walking a half mile from the station, carrying a heavy valise. The testimony of these two witnesses was obtained through Nelson Schoonover, and the contract for their testimony was made with Schoonover in the latter part of February, 1903, at La Grande. C. E. Cochran entered into the agreement with Schoonover and the terms of the compact were made known to the writer from Walla Walla on the same day by one who overheard a telephone conversation between Nelson Schoonover at La Grande and his wife at Walla Walla, and after the two depositions were taken a motion to suppress each was filed and this writer filed an affidavit setting out substantially the terms of the compact between C. E. Cochran and N. Schoonover by which Schoonover agreed to furnish the state

testimony sufficient to win the case in consideration of something over \$500.

C. E. Cochran filed his own affidavits and that of Schoonover rebutting the affidavit of Oliver. Cochran said in his affidavit, "I deny that I purchased from N. Schoonover any information secured by him in Scotland in this or any other case." Schoonover stated in his affidavit, "I deny that I sold the information which I had procured in

Scotland in this case, or that I was to receive any price or anything therefor."

Testimony Introduced.

Later at the trial Schoonover was asked:

Q. You have considerable interest in this case, haven't you?

A. No, sir, I haven't.

Q. Haven't got any interest at all?

A. No, sir.

Based on these counter affidavits and



Garage erected by F. Solomon for Winton company, at Twenty-third and Washington streets.

to the writer from Walla Walla on the same day by one who overheard a telephone conversation between Nelson Schoonover at La Grande and his wife at Walla Walla, and after the two depositions were taken a motion to suppress each was filed and this writer filed an affidavit setting out substantially the terms of the compact between C. E. Cochran and N. Schoonover by which Schoonover agreed to furnish the state

testimony sufficient to win the case in consideration of something over \$500. C. E. Cochran filed his own affidavits and that of Schoonover rebutting the affidavit of Oliver. Cochran said in his affidavit, "I deny that I purchased from N. Schoonover any information secured by him in Scotland in this or any other case." Schoonover stated in his affidavit, "I deny that I sold the information which I had procured in

Scotland in this case, or that I was to receive any price or anything therefor."

Testimony Introduced.

Later at the trial Schoonover was asked:

Q. You have considerable interest in this case, haven't you?

A. No, sir, I haven't.

Q. Haven't got any interest at all?

A. No, sir.

Based on these counter affidavits and

expert testimony, the depositions were allowed to stand and were introduced. On November 22, 1911, when Cochran presented his bill for \$10,000 attorney fee to the court, he also presented a bill of \$263 for Nelson Schoonover and a bill of \$125, being \$25 a day, for each of his experts who swore in Mrs. Shaw's deposition, and at this time Cochran seemed to forget his former affidavit, and averred: "In order to get expert testimony relative to the health of Mrs. Margaret Shaw, whose deposition we desire to use, we had to guarantee the physicians a regular fee, which in this case was as follows:

"Dr. J. P. Miles, 3 days at \$25, \$75; Dr. M. K. Hall, 2 days, at \$50, \$50."

"We are obliged to pay Nelson Schoonover for and on account of his expenses from Union, Or., to Alva, Scotland, \$568.00." The state was bound by this agreement which Cochran had made with Schoonover, and the high priced experts, notwithstanding Cochran's former denial that any such agreement had been made. Why should it be thought more dishonorable to deprive the school fund of this money than to resort to the damnable methods which have characterized this case to take the property from the relatives of deceased, some of whom are widows and orphans left in poverty?

Respectfully,

TURNER OLIVER.

APARTMENT HOUSE FOR FIFTH AND CLAY

With a view to its improvement with a three or four story brick apartment house, the Star Investment Company has purchased a 50x50 foot parcel located at the northwest corner of Fifth and Clay streets. The property was purchased from M. E. Lee for \$20,000. Mr. Lee bought the piece less than a year ago from F. E. Beach for \$15,000.

RAZING BUILDING ON SITE FOR NEW BRICK STRUCTURE

Three Story, \$60,000 Brick and Steel to Be Erected on O'Neil Corner at Eleventh and Washington Streets.

As a preliminary step to the construction of a \$60,000 building at the southwest corner of Eleventh and Washington streets, a permit was issued last week for the wrecking of the old frame structures on the site.

This property, known as the O'Neil corner, comprises a quarter block and was leased last January by George and Louis Gerlinger for a period of 15 years. The lessees have had plans drawn for a three story brick and steel building, covering the entire 100 by 100 feet. The Washington street frontage will be used for stores except a small space for the entrance to a motion picture show, which will occupy all of the south half of the ground floor. The second and third floors will be arranged for small shops, each room being 14 by 25 feet, opening onto a wide corridor. All of these storerooms will have plate glass fronts and show windows.

The theatre will be two stories high, provision having been made in the plans for a balcony, which will give a seating capacity of 550. This portion of the building will be of fireproof construction and have an exit on both Washington and Eleventh streets.

Italy consumes less tobacco per capita than any other country in the world.

You Can Always Save Money at Jennings'

Every day throughout the year you will find this reliable old furniture store, situated in the VERY HEART OF THE CITY saving hundreds of people materially on household furniture of many descriptions. You don't have to wait for special sales at Jennings'. Every day is a money saver

Useful Articles Priced Regardless of Profits

TRADE MARK

THE GUARANTEED LINE

These Handsome Brass Beds same as shown in our windows, special for a few days only

\$8.75

STEWART STEEL RANGES

The Magnet Stewart Range, for coal or wood, combines more good features which add not only to the convenience but to the durability and general satisfaction than can be found in any other range selling at the same price. Why take chances on other ranges when the Stewart is guaranteed by the manufacturers? Range just like cut.

\$33.50

Something New for Baby

We have just received our Spring shipment of Go-Carts and famous Oriole Go-Baskets. The styles are varied and most complete. Prices

\$8.50 \$10.50 \$12.50

AN INVITATION

You are invited to call at our store and to examine this beautiful Limbert Modern Dutch Arts and Crafts Furniture. From it you can select appropriate and harmonious patterns for any room in your home. Prices within the reach of everyone.

FOSTER'S "IDEAL" SPRING ENSURES PERFECT REST

The genuine "IDEAL" Spring extensively advertised for years. Mechanically and scientifically perfect. Conforms to every curve of the body. The best mattress in the world cannot alone supply this feature—it must be in the spring—a Foster IDEAL Spring. Come and see for yourself.

A Veritable Dream of Ease and Luxury

Foster Bed Springs, Just Like Cut

SPECIAL \$10 TO \$15



Henry Jennings & Sons

Liberal Credit If Desired

Corner Second and Morrison

Home of Good Furniture

