

NOTE DENIES RIGHT OF GERMANY TO DESTROY VESSELS OF AMERICA

U. S. Takes Firm Stand in Case of Frye, Sunk by Kaiser's Torpedo.

PRIZE COURT IS REJECTED

This Government Adheres to First Proposition That Matter Be Settled by Diplomats.

Washington, June 29.—(U. P.)—Officials are hopeful today, in view of Ambassador Gerard's report of the favorable nature of Germany's reply regarding the submarine warfare, that the American view as to the settlement of the William F. Frye case may yet be accepted, bringing to an end the two most important controversies with the imperial government.

The administration's reply to the German note regarding the Frye, now in the hands of the foreign office, yields no ground in the matter of determining compensation for the loss of the American ship, sunk by the converted cruiser Prinz Eitel Friedrich with its cargo of wheat. The note, made public last night, refuses to accept Germany's position of having the right to destroy American ships if such action is regarded as necessary to stop the carrying of contraband.

Germany has also admitted liability for the sinking of the Frye, and the United States consequently takes the position that prize court proceedings are not necessary. Germany was informed that the United States was unable to find any justification for the sinking of the Frye in the stipulations of the treaty of 1795, and holds that the German prize court has no jurisdiction over the amount of indemnity to be paid.

The original proposal of the United States was that the case be settled by direct diplomatic negotiation between the two governments and this position is adhered to, Germany being held strictly responsible for the destruction of the Frye. Officialdom is now generally prepared for a conciliatory note from Berlin in reply to the American note regarding the submarine warfare.

May Protect Lives. Ambassador Gerard's report did not indicate that Germany expects to agree to absolute cessation of its undersea operations, but it is understood some provision is to be made to insure American lives and property from destruction.

German circles are not officially informed whether Germany will suggest that noncontraband carrying ships will be distinguished by special marks or whether submarine attacks without warning are to be confined to freight carrying vessels only.

In the event Germany should agree to discontinue attacks upon passenger vessels without first notifying the ship of visit and search, it is believed assurances will be asked that submarines be guaranteed safety from attack by such merchant ships as may be halted.

The note in the Frye case, addressed to Ambassador Gerard at Berlin by Secretary Lansing, follows: "The Department of State, Washington, June 24, 1915. You are instructed to present the following note to the German minister of foreign affairs:

"I have the honor to inform your excellency that I duly communicated to my government your note of the 17th instant on the subject of the claim presented in my note of April 23 last, on behalf of the owners and captain of the American sailing vessel, William F. Frye, in consequence of her destruction by the German auxiliary cruiser Prinz Eitel Friedrich.

In reply I am instructed by my government to say that it has carefully considered the reasons given by the imperial German government for urging that this claim should be passed upon by the German prize court instead of being settled by direct diplomatic discussion between the two governments, as proposed by the government of the United States, and that it regrets to find that it cannot concur in the conclusion reached by the imperial German government.

Method Only Question. As pointed out in my last note to you on this subject, dated April 30, the government of the United States has considered that the only question under discussion was the question of the amount of indemnity to be paid upon an admitted liability, and it notes with surprise that in addition to this question the imperial German government now desires to raise some question as to the meaning and effect of the treaty stipulations under which it has admitted its liability.

If the government of the United States correctly understands the position of the imperial German government as now presented, it is that the provisions of article 13 of the treaty of 1795 between the United States and Prussia, which is continued in force by the treaty of 1828, justify the commander of the Prinz Eitel Friedrich in sinking the William F. Frye, although making the imperial German government liable for the damages suffered in consequence, and that inasmuch as the treaty outlines no specific method for ascertaining the amount of indemnity to be paid, that question must

be submitted to the German prize court for determination.

Not Matter for Prize Court. The government of the United States, on the other hand, does not find in the treaty stipulations mentioned any justification for the sinking of the Frye, and does not consider that the German prize court has any jurisdiction over the question of the amount of indemnity to be paid by the imperial German government, on account of its admitted liability for the destruction of an American vessel on the high seas.

You state in your note of the 17th instant that article 13 of the above mentioned treaty of 1795 expressly reserves to the party at war the right to stop the carrying of contraband and to detain the contraband; it follows then that if this cannot be accepted in any other way, the stopping of the supply may in the extreme case be effected by the destruction of the contraband and of the ship carrying it.

Destruction Not Authorized. The government of the United States cannot concur in this conclusion. On the one hand, it does not believe that the provisions of the treaty authorize the destruction of a neutral vessel in any case. On the other hand, it does not believe that the provisions of the treaty authorize the destruction of a neutral vessel carrying contraband if the master of the vessel is willing to surrender the contraband. In this case the admitted facts show that the master of the Frye, upon the question of the contraband, was not asked to surrender it, but that before the work of delivering out the cargo was finished the vessel with the cargo was sunk by order of the German commander.

Contention Not Well Founded. For these reasons, even if it be assumed as your excellency has done that the cargo was contraband, your government's position that the question of the indemnity to be paid for the loss of the vessel was justified by the provisions of article 13, does not seem to be well founded. The government of the United States has not thought it necessary in the discussion of this case to go into the question of the contraband or non-contraband character of the cargo. The imperial German government has admitted that this question makes no difference as far as its liability is concerned, and the result is the same so far as the justification for the sinking of the vessel is concerned. As shown above, if we assume that the cargo was contraband, the master of the Frye should have been allowed to deliver it out, and the vessel should have been allowed to proceed on her voyage.

On the other hand, if we assume that the cargo was non-contraband, the vessel could not be justified in the circumstances of this case under any circumstances. Attention is also called to the provisions of article 13 of the treaty of 1795 between the United States and Prussia, which, like article 13 of the treaty of 1828, provides that in force by article 13 of the treaty of 1828.

Provisions Quoted. So far as the provisions of article 13 of the treaty of 1795 apply to the question under consideration they are as follows: "If one of the contracting parties should be engaged in war with any other power, the other contracting party shall be neutral with respect to the subjects or citizens of the party remaining neutral with the belligerent power, and shall not be allowed to furnish arms, munitions, or other articles of war to the belligerent power, nor to permit its territory to be used as a base of operations for the belligerent power."

Violated Obligations. It seems clear to the government of the United States, therefore, that whether the cargo of the Frye is regarded as contraband or as non-contraband, the imperial German government, as stated in my previous communication on this subject, "a violation of the obligations of the treaty of 1795 between the United States and Prussia, and of the treaty of 1828 between the United States and Germany, in consequence of her destruction by the German auxiliary cruiser Prinz Eitel Friedrich."

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conditions the property sunk was liable to confiscation, which you state in your note dated June 17, as a question which should be decided by the prize court. Inasmuch as these questions relate to the cargo, they are outside of the present discussion, because, as pointed out in my previous note, the claim under discussion does not include damages for the destruction of the cargo."

The Real Question. The real question between the two governments is what reparation must be made for a breach of treaty obligations, and that is not a question which falls within the jurisdiction of a prize court.

In my note on the subject, the government of the United States requested reparation of the William F. Frye. The imperial German government for the destruction of the ship, and the government of the United States necessarily includes an indemnity for the actual pecuniary loss sustained, and the government of the United States takes this opportunity to assure the imperial German government that such an indemnity, if promptly paid, will be accepted as satisfactory reparation, but it does not intend to go into the question of what reparation should be made, or what reparation would be satisfactory to the government of the United States.

Your excellency states in your note of June 17 that in the event the prize court should not grant indemnity in accordance with the treaty requirements, the government of the United States should be satisfied with the amount of the indemnity, and it is to be more appropriate and convenient that an arrangement for equitable indemnity should be agreed upon now rather than later. The decision of the prize court, even on the question of the amount of indemnity to be paid, would not be binding or conclusive on the government of the United States.

U. S. Dissents From View. The government of the United States also dissents from the view expressed in your note that there would be no foundation for a claim of the American government unless the prize courts should find the violation of a treaty, in distinction from an indemnity in accordance with the treaty. The government of the United States is not prepared to adjust by direct diplomatic discussion between the two governments, and is in no way dependent upon the action of a German prize court.

For the reasons above stated, the government of the United States cannot recognize the propriety of admitting the claim presented by it on behalf of the owners and captain of the Frye to the German prize court for settlement.

The government of the United States is not concerned with any proceedings which the imperial German government may wish to take on other claims of neutral and enemy interested parties, which have not been presented by the government of the United States, but which you state in your note of June 7 make prize court proceedings in the event the government of the United States should decide to present a claim pending the consideration of those other claims by the prize court.

The government of the United States therefore suggests that the imperial German government reconsider the subject in the light of these considerations, and because of the objections to the propriety of the prize court, the government of the United States renounces its former suggestion that an effort be made to settle this claim by direct diplomatic negotiations.

LANSHING. Cutler to Wrest Stecker. Charles Cutler of Omaha and Joe Stecker of Dodge, Neb., are to wrestle to a finish, best two out of three falls, at the ball park in Omaha on July 5.

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Vacancy at Naval Academy Next Year

Representative Hawley Announces Competitive Examination Probably to Be Held in October at Salem.

Representative W. C. Hawley has just been advised by the navy department that there will be a vacancy at the United States naval academy for a midshipman from the first congressional district of Oregon, caused by the graduation next year of one of the men now there.

Mr. Hawley proposes to hold a competitive examination at Salem at a date to be set later, probably in October, 1915, to secure information to use as a basis for his nominations of a principal and three alternates. A number of young men from the first district will probably take the examination with a view to securing an application for the appointment.

The competitive examination is open to all young men, residents of the first congressional district of Oregon, who will be between the ages of 16 and 20 years on the third Tuesday in February, 1916, or the third Tuesday in April.

1916, the dates upon which entrance examinations may be taken. Any young man desiring to take the preliminary competitive examination should communicate their wishes to Representative Hawley at Salem, Or., that he may place their applications on file and advise them definitely of the requirements and when the examination will be held.

FIGHT FERRY REMOVAL. Protests from the Eastern & Western Lumber company, the Star Sand company, the North Pacific Lumber company and the Albina Fuel company against the removal of the ferry Webster from the Lower Albina run to the St. Johns run, to take the place of the St. Johns ferry, recently damaged by fire were received by the county commissioners this morning. The commissioners directed Superintendent of Bridges and Ferries Welch to rush repairs on the St. Johns ferry that the Webster may be returned to its run as soon as possible.

Bob Dibble Gets New Shell. Robert Dibble of the Don Rowing club, Toronto, champion single sculler of this country and Canada, has received a new shell from England.

First Honors

Panama-Pacific International Exposition

First among products of their kind—first in quality, first in efficiency. Zerolene and Red Crown have been awarded the

GOLD MEDAL

—the highest honor the Exposition can bestow—the acknowledgment that the "best oil and gas the Standard Oil Company can make" are the best that human skill and experience can produce.

ZEROLENE

the Standard Oil for Motor Cars

RED CROWN

the Gasoline of Quality

"Utterly Different! To The Hard-to-Pleaser"

YOU are the hardest man in the world to please. You are downright finicky—mighty particular.

But you know what you want.

Have you ever tasted a cigarette so "Utterly Different" that you voted it—right on the spot—the "bulliest ever"?

Man, you just smoke a NEBO plain end, the "Utterly Different" cigarette.

If the first one doesn't "utterly" convince you—then we lose! Read the Guarantee.

GUARANTEE—If after smoking half the package of NEBO plain end you are not delighted, return balance of package to P. Lorillard Co., New York (Established 1760) and receive your money back.

NEBO CIGARETTES

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Nurses' White Uniforms Very Special \$2.49

—Made of linen, a fabric that launders beautifully, does not crush. Nicely tailored, made with Gibson pleats over the shoulders, high standing detachable collar, with the neck band so arranged to be worn low or high, long sleeves with cuffs open to the elbow to allow ease in rolling up.

—Tailored pocket on the skirt. Shaped bias belt. The skirt has pleated panels at back and front and is finished with deep five-inch hem.

Black Dresses for Maids Very Special \$2.49

—These dresses are of cotton pongee, in high or low neck style. Made with three pleats over the shoulder, long sleeves finished with cuff. Bias belt, panel back skirts, tailored pocket on skirt. High neck with standing detachable collar and low cut V-neck style.

Both styles have white lawn hemstitched turnover collar and cuffs. In styles as illustrated.

White Porch Dresses \$1.79 Very Special

—The dresses of madras have fancy pointed yokes, side effect closing, wide pleats over the shoulders, elbow set-in sleeves with fancy cuffs—fronts of waists prettily trimmed with narrow embroidery, piped waist line and tucked back skirts.

When Grandmother Went a-Calling, Long, Long Ago, She Wore a Gown of Quaintly Flowered Material

—Today we have come to appreciate the witchery of the frocks she planned with such demureness. The charming frock in the picture is made in a fashion our grandmothers wore.

—The material is of fine striped organdy, in beautifully flowered designs in pink and blue.

—The waist has the quaint and becoming Quaker collar, hemstitched, with sleeves, cuffs and vestee to match. The skirt is flaring, having triple flounces, and each flounce \$10.45 is piped with silk. Modestly priced at

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25c Imported Violet Soap.....25c	50c Sensitive Lotion.....39c	25c Glovine for cleaning.....16c
2 cakes for.....25c	75c Pompeian Cream.....49c	25c Peroxide.....17c
15c 4711 Soap.....13c	25c Aubrey's Beautifier.....19c	
15c Pears' Glycerine.....13c	35c Hazeline Snow.....27c	
25c Posal Soap.....19c	25c Wm's. Shav'g Powders 17c	
25c Resinol Soap.....19c	25c Charles' Flesh Food.....29c	
15c Supertar Soap.....9c	50c Pebecco Tooth Paste.....33c	
25c Sanitol Soap.....14c	50c Kalizon Tooth Paste.....35c	
10c Palmolive Soap.....7c	35c Nail Brushes.....19c	
15c Verbena Soap.....7c	50c Nail Brushes with hand-drawn bristles.....29c	
25c Assorted Toilet Soap.....5c	20c Nail and Hand Scrub Brushes.....10c	
25c Corylopsis Talcum.....10c	25c Tooth Brushes, all sizes, best bristles.....10c	
25c Lehn & Pink's Talcum 16c	50c Hair Brushes, white enamel concave backs.....29c	
25c Butaska Talcum.....19c	\$1.00 Malted Milk.....69c	
25c Talcum.....10c	\$1.00 Listerine.....69c	
35c Roger & Gallet Talcum 23c	50c Lavioris.....33c	
50c Roger & Gallet Face Powder.....37c		
50c French Vanity Powders 35c		
25c Almond Meal.....16c		
25c Crown Smelling Salts. 18c		

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Notion Specials

10c Bias Seam Tape.....5c	40c Silk Dress Shields.....15c
—All sizes in white, comes by the bolt.	15c Bone Hairpins, 6 and 12 in. a box for.....8c
10c Hook and Eyes, tube.....7c	25c Silk Hose Supporters.....12c
15c Spool Holders.....8c	5c Silk Hair Nets, 12 for.....15c
—Holds 6 spools, cushion and tray.	10c Pearl Buttons, 3c card, 12 on a card, assorted sizes, two-hole style.
	2