

The Daily Capital Journal

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CANDIDATES ARE ALL WORKING OVERTIME

STEAMER OREGONA GOES DOWN

Runs Afoul of Reef of Rocks in the Fog and Goes to the Bottom.

NO LIVES LOST, BUT MUCH FREIGHT DAMAGED

Caught in Swift Current Rounding Bend Near Coffee's Landing and Hits Hidden Reef—Four Hundred Sacks of Sugar Destined For Salem Contribute to Food for Fishes.

The steamer Oregona, plying between Portland and Corvallis, run onto a ledge of rock in the Willamette, near the Coffee ranch, 25 miles north of this city, last evening, and sank in 15 feet of water, while on its way up the river.

Captain Rabe had charge of the boat at the time she struck. A dense fog prevailed on the river at the point where the steamer went down, and the strong current swung the

boat onto the ledge, crushing a large hole in the starboard side, and the water rushed in, sinking the boat. The river near the Coffee place is now and very swift. Boats have trouble passing the points at this time. The Willamette is eight feet above high water mark today, and runs by the Coffee place like a mill race. From the information that could be gained today, there was none of the crew or passengers injured, but tons of valuable freight en route for Salem and other points up the river, went down with the steamer.

Included in the cargo of freight which the Oregona carried was 400 sacks of sugar for J. M. Lawrence, a Salem grocer merchant. Besides the sugar, there were 40 tons of freight, mostly hardware and grocery supplies, to be unloaded for Salem merchants. More than this amount was also on board for points above this city, consisting of farming implements and household goods.

The O. C. T. Co. will put another boat on the run until further provisions can be made, and the steamer Pomona will take the Oregona's run until the disabled steamer can be raised and again put in order. This is doubly unfortunate for the Oregona, as she was newly equipped and repaired but a short time ago, and was in the best of condition at the time she went down.

Pastor to Change Pastorate.
Berkeley, Cal., Dec. 9.—Rev. Lapsley A. McAfee, the pastor of the First Presbyterian church of this city, has been offered a position as head of Whitworth College, of Tacoma.

Whitworth college is one of the leading denominational institutions of the Northwest, and, while the surroundings would be ideal in most ways, it is understood that a question of salary is responsible for the pastor's indecision.

NEW LIVESTOCK CONTRACT IS ADOPTED BY COMMISSION

Many Changes In Favor of the Shipper Are Embraced in the Document.

VALUATION OF STOCK IS INCREASED IN SOME CLASSES

After Many Hearings and Consultations the Railroad Commission Finally Arrives at a Conclusion Upon the Form of Shipping Contract Which Is Satisfactory to All Concerned.

After several hearings and due consideration the Railroad Commission today put into force a new form of livestock contract, which incorporates many important changes over the old form, in favor of the shipper. Commissioner West gives a complete explanation of the changes and effect of the new contract as follows:

Railroads, other than common carriers, are to a large extent insurers of goods shipped over their lines. The common law rule is that the carrier is liable for all losses not occasioned by acts of God and the public enemy, but, while the law has thrown this extraordinary responsibility upon it, the carrier may, by agreement, relieve itself of its insurance liability,

and be responsible only for its own negligence and misconduct.

The supreme court of the United States says that the law of today may be fairly stated as follows:

1. "That exemption claimed by carriers must be reasonable and just, otherwise they will be considered as extorted from the customers by duress of circumstances, and therefore not binding.

2. "That all attempts by carriers, by general notices or by special contract, to escape from liability for losses to shippers, or injuries to passengers resulting from want of care or faithfulness, cannot be regarded as reasonable and just, but as contrary to a sound public policy, and therefore invalid."

It has been held by the Interstate Commerce Commission that "if a rate is conditioned upon the shipper's assuming the risk of loss due to causes beyond the carrier's control, the condition is valid," but "if a rate is conditioned upon the shipper's assuming the entire risk of loss, the condition is void as against loss due to the carrier's negligence or other misconduct."

If a rate is conditioned upon the shipper's agreeing that the carrier's liability shall be limited to a certain specified sum, the condition is valid if the loss is due to causes beyond the carrier's control. The carrier, when fixing its rates, has a right to take the value of the shipment into consideration, and if a shipper places a value upon his stock, which is accepted in good faith by the carrier as its true value, and the rate fixed in accordance therewith, he can, under no circumstances recover an amount in excess of the declared value.

The railroads, however, have not always dealt fairly with the public in preparing their live stock contracts, for we find in them unreasonable provisions, like the following:

"The shipper has examined the car or cars into which it is proposed to load such live stock, and accepts said cars as proper and suitable vehicles for transportation of property, for which this contract is issued and assumes all risk of loss and damage of or to said live stock, or to the persons who may be in charge thereof."

"When live stock is in corrals at shipping points, resting places or destination, it shall be at owner's risk of loss or damage through breaking out of corrals, or in loading or unloading."

"Persons (attendants) whose signatures appear below, hereby assume all risks of accident, and expressly agree that the company shall not be liable under any circumstances for any injury to the said persons or any of them, or for loss or injury to property, and that as to such persons the company shall not be considered as a common carrier, or liable as such."

At the request of the railroad commission the last legislature passed an act which makes it unlawful for a carrier to change or limit its common law liability when hauling live stock shipments, unless permitted to do so by the commission. The act also made it the duty of the commission, after due notice and hearing, to prescribe a uniform live stock contract, which shall contain certain just and reasonable provisions, and be used by all railroads in the state.

The commission has taken its time in preparing the contract, and has given every one interested an opportunity to be heard. Both the railroads and the shippers have been fair in the matter, and have given the commission every assistance. The principal features of the new contract are as follows:

1. If the shipment is over more than one line the contract will serve as a through bill of lading, its provisions inuring to the benefit of and being binding upon all connecting carriers. This will do away with the present practice of requiring shippers to sign a new contract every

time the shipment passes to a connecting carrier.

3. The carrier is not liable for loss or damage due to act of God, the negligence.

4. The carrier not liable for loss or damage due to act of God, the public enemy, authority of law, or acts or default of the shipper.

5. Shipper agrees not to load a car if he finds defects which make it unsafe or unserviceable, and agrees to notify agent and demand repairs before loading.

6. Shipper agrees to load and unload his stock and to see that the shipment is accompanied by attendants to look after it. He must see the doors fastened, and kept fastened. The company is liable for loss or damage in loading or unloading only when same is caused by its own negligence.

7. If shipper neglects to send attendants and railroad employees act as attendants, it is done at shipper's risk.

8. Shipper assumes risk of loss or injury to stock when caused by any of them being wild, unruly or weak, or from ill effect of being crowded in cars.

9. Shipper agrees to protect the carrier if his stock is infected with any disease.

10. Lien of carrier for freight charges is not effected by removal of stock from train or yards.

11. In event of loss or injury shipper agrees to notify agent of carrier before removing the stock.

12. It provides that all suits or actions for the recovery of claims for loss or damage must be commenced within 60 days after the shipper has received notice that his claim is refused.

The valuations covering ordinary live stock are as follows:

Each stallion or jack	\$100.00
Each horse, mule or ass	75.00
Each horse, mule or ass colt	25.00
Each burro	20.00
Each burro colt	5.00
Each bull, ox or beef steer	40.00
Each stock or range steer	25.00
Each beef or milk cow	35.00
Each stock or range cow	20.00
Each calf	10.00
Each fat hog	12.50
Each stock or range hog or pig	7.50
Each fat or mutton sheep	4.00
Each range or stock sheep	3.00
Each goat	3.00

The following table will show how these valuations compare with those which are now found in the Southern Pacific's contracts:

Pres. S. P. Val.	Com. Val.
Each stallion or breeding jack	\$50.00 \$100.00
Each horse, mule or ass	20.00 75.00
Each bull, ox or beef steer	20.00 40.00
Each stock or range steer	10.00 25.00
Each beef or milk cow	20.00 35.00
Each stock or range cow	10.00 20.00
Each fat hog	5.00 12.50
Each calf	5.00 10.00
Each stock or range hog or pig	1.00 7.50
Each fat or mutton sheep	2.00 4.00
Each range or stock sheep	1.00 3.00
Each goat	2.00 3.00

Skunk Moves Into Parlor.

Forest Grove, Dec. 8.—A skunk in the parlor is a rare thing, but one actually entered the old Marcum residence in Forest Grove a few days ago.

The house has been unoccupied for sometime, and when the owner went there to ascertain the condition of the house, he noticed the window had been opened, and thought a hobo had gone into the dwelling. In entering, the odor was such that he realized who the intruder was. He saw the animal and attempted to drive it up the chimney and then close the grate.

Felix Verhaeven, it is said, who is one of the owners of the property, was unable to capture the animal unaided and went out for help. The animal was driven into the chimney and the grate fender made secure and a fire started. The animal was roasted, all other efforts to capture it proving unsuccessful. It is said that brown sugar has been used as a deodorizer with good results.

OLD MAN IS BAIT OF SWINDLERS

William Seeley Charged of Being Connected With Big Pool Room Fake.

CONFEDERATES ARE SOUGHT BY OFFICERS

All Kinds of Bunco Paraphernalia Is Found in His Room and the Indications Are That Swindle Was Conducted Upon a Scientific and Gigantic Scale.

[UNITED PRESS LEASED WIRE.]
Oakland, Cal., Dec. 9.—William C. Seeley, a man of 76 years, was taken into custody today by the police and held in detour on the suspicion of having been connected with a fake pool room.

His habits and conduct are being investigated, while the officers are seeking to discover his confederates.

The complaint, which resulted in the arrest, was made by Frank J. Curran, of San Francisco.

A search was made of the rooms occupied by the gang, in the Ohio apartments, at 18th street and Telegraph avenue, where paraphernalia was found in the form of an unattached telephone, which was rigged with a bell, some book-maker's cards, bearing the name of Clark & Company, of Seattle, and a coin bag from the Syndicate Bank. This bag was labeled \$500, and when opened was found to contain iron washers.

Curran says that he met Seeley on a boat en route to Oakland. Upon arriving there they walked up the street together, and saw a man counting a quantity of paper money.

Seeley approached the man and asked if he was the "gentleman who won \$200,000 in the pool rooms in Los Angeles last week." The stranger replied that it was only \$164,000, but that he had things fixed so that he would make a "clean up" at Emeryville. He invited them to join him, and they each gave him a dollar to bet.

Thereupon he entered a nearby store and used the telephone. A few minutes later he handed each of them \$12, telling them it was their winnings on the race on which he had just placed their money.

They were then invited to the Ohio apartments. There Curran claims the stranger made a bet of \$500 for himself and \$100 more for Seeley. Later they induced Curran to put up \$70, and then became involved in an argument as to whether the money was placed "to win" or "for place."

During the altercation Curran claims they stepped to an adjoining room for a minute, and that was the last he saw of them or his money.

It is believed by the police that a number of other people have been fleeced by this gang.

Colorado Cold Wave Severe.

[UNITED PRESS LEASED WIRE.]
Denver, Colo., Dec. 9.—Two men are dead, and two others are supposed to be dying as the result of the cold wave that is sweeping Colorado.

The driver of a stage between Hanna and Lee, Wyoming, and his only passenger, were found dead near the latter place according to news received here. The bodies of both were frozen stiff.

Early today two unidentified men were found in the streets, unconscious from the cold. They were taken to a hospital, where it was stated they probably would die.

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With a Complete Stock of Xmas Goods For Holiday Shopping

Every department throughout the store is filled to the brim with the choicest goods for Christmas Gifts. Fine Dress Goods and Silks, Cloaks, Suits and Furs, Silk Umbrellas, Kid Gloves, Perfumes, Fancy Jewelry, Silk Hosiery, Handkerchiefs, Men's Silk Ties, Ladies' Trimmed Dress Hats Ladies' Fancy Neckwear, Dolls, Toys and Games.



HALF-PRICE ON Ladies' Suits and Coats

- \$15.00 SUITS now...\$7.50
- \$18.00 SUITS now...\$9.00
- \$25.00 SUITS now...\$12.50
- \$8.00 COATS now...\$3.95
- \$14.00 COATS now...\$6.90



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If you want bargains in New Dolls and Toys come to the Chicago Store. We have one entire room filled with them.

- Dolls.....10c, 15c, 25c and up
- Games.....15c, 25c and up
- Horns.....5c, 10c, 15c and up
- Drums.....25c, 35c and up

In this department you will find all classes of goods. We cannot afford space to enumerate the entire line. Mechanical Toys, Work Boxes, Glove Boxes, Collar and Cuff Sets, Automobiles, Doll Carriages, Horses and

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5000 Handkerchiefs on Sale

- Prices—1c, 2c, 3c, 5c, 8 1/2c, 10c, 12 1/2c, 15c, 18c, 20c, 22c, 25c up

Every class and kind of Handkerchiefs you may call for is here in lawn, linen and silk, in plain styles, fancy lace styles, embroidered effects, initials, imported Irish lace handkerchiefs, fine Japanese silk handkerchiefs, beaded lace edge handkerchiefs, and hundreds of others.

Men's \$12.00 Overcoats Now - \$6.90

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THINK=THEN ACT

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