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FULL LEASED WIRE TELEGRAPH REPORT



**WEIHE SAID HE GAVE TO SLUSH FUND**

**BURGER SWEARS THAT WHEN HE SPOKE OF THE LORIMER SLUSH FUND WEIHE SAID: "A JACK POT WAS RAISED, I KNOW, FOR I SUBSCRIBED \$10,000 TO IT."**

Washington, July 17.—That C. F. Weihe, a Chicago lumberman, subscribed \$10,000 to the "slush fund" to elect William Lorimer to the United States senate—or that he said he did—was sworn to today before the Lorimer senate investigating committee by William Burgess, an electrical contractor of Duluth.

Weihe is secretary of the Edward Hines Lumber company, whose president is said to have been the collector of the "slush fund," and who was first named when the expose came in Chicago.

Burgess named Rudolph, John and Carl Weyerhaeuser, the lumber king's sons, and "a young man named Johnson from Canada" as fellow passengers with him in the smoker of the Winnebago flyer between Duluth and Virginia, Minn., on the night of March 5, last. The party, he swore, dined until Burgess, Johnson and Weihe alone remained. Burgess did not know Weihe's identity at the time.

"I think the conversation drifted to Lorimer," said Burgess. "I said it was generally believed that Lorimer had spent a large sum of money to secure his election to the senate. Weihe broke in: 'You don't know very damned much about it. Lorimer did not spend any of his own money. A jackpot was raised for that purpose. I know what I am talking about, because I subscribed \$10,000 to it.'"

"Weihe said, the Jacquet amounted to \$100,000."

**Priest Protected Lorimer.**  
 On cross-examination Burgess declared that detective who had been employed to get evidence against Lorimer went to Father Greene, of Chicago, to get a confession. He de-

clared the priest said the detectives were doing Lorimer an injustice.

Burgess further testified that Weihe told him that a newspaper, which employed the sleuths, telephoned Father Greene, threatening to publish his picture full-page size for his refusal to "give up." The priest, Weihe said, replied that if the paper did so it would reduce its circulation 50 per cent.

The senate investigating committee expects to examine Senator Nelson W. Aldrich this week on the alleged part he took in obtaining President Taft's sanction for Lorimer's campaign.

**FINED THEM FIVE DOLLARS FOR VAGRANCY**

Billy Vale and his companion, Mrs. Jim Louie, who were arrested in Chinatown Saturday by the police, were brought into court today on a charge of vagrancy, and both sentenced to pay a fine of \$5.

When the officers made the arrest of the two they suspected them of smoking opium, and arrested them with a Chinaman, and confiscated an opium smoking outfit. Unable to get evidence to convict them of the offense of smoking opium, they lodged a vagrancy charge against Vale and Mrs. Louie, and released the Chinaman.

Mrs. Jim Louie, though a white woman, is a Chinaman's wife, and claims to hail from Vancouver. She is 22 years old, and, save for a defect in the eyes, is rather a handsome woman.

**He Died Happy.**  
 St. Louis, Mo., July 17.—When told that he had only half an hour to live, Pierce Cullen, of East St. Louis, asked the physician to give him a glass of beer. Later he asked for another. He died within an hour.

**Three Badly Scattered.**  
 Louvre, Colo., July 17.—Three men—William Hample, Hans Larvig and Gus Hoppes—were blown to atoms here today when the nitroglycerine storage plant of the Dupont-De Nemours Powder company exploded. The damage to the property was not large. No cause for the explosion has been discovered.

**PETERSON MAY BE THE MURDERER**

Tacoma, Wash., July 17.—Starting new evidence in the Rainier murder case has been obtained by Deputy Sheriff Nixon, of Roy, who learned that Swan Peterson had begged a dinner at the farm house of a family named Betchard near there on Tuesday evening.

Peterson, who told Sheriff Longmire that he did not know anything about the murder at Rainier until Friday, told the Betchard family while at dinner that "there had been a murder committed at Rainier."

The Betchards are pretty sure that this happened Tuesday night. As the crime did not become known to anyone until Wednesday morning, the sheriff's office regards it as an important evidence against Peterson.

Longmire immediately sent word to Sheriff Gaston at Olympia about the matter, and is trying to fasten the date of Peterson's meal with the Betchards more definitely.

**TELEGRAPH OPERATORS MAY STRIKE**

Helena, Mont., July 17.—Telegraph operators on the Rocky Mountain division of the Northern Pacific railroad are voting today whether or not to strike against the announced reduction of wages by the company of \$10 per month. A meeting was held at Missoula Saturday at which officials of the Order of Railroad Telegraphers and a number of telegraphers were present, to consider the situation. As a result of this conference and similar meetings which are being held at different points on the line, it is reported the company will be notified that a walkout will be ordered unless the objectionable order is cancelled.

The telegraphers claim the cut in wages on the Rocky Mountain division is the beginning of an attempt by the road to put into effect a \$10 per month reduction along the line from St. Paul to the coast as fast as telegraphers are installed for the dispatching of trains.

**Crazed by the Heat.**  
 North Yakima, Wash., July 17.—Driven insane by a series of days with the thermometer over 100, John P. Cleary, a white man, with a ranch on the Yakima Indian reservation, eight miles south of North Yakima, shot and killed himself today after having threatened to kill his wife.

**Hood's Sarsaparilla**  
 Cures all blood humors, all eruptions, clears the complexion, creates an appetite, aids digestion, relieves that tired feeling, gives vigor and vim.

Get it today in usual liquid form or chocolate tablets called Sarsatabs.

**GARFIELD IS A CANDIDATE FOR PRESIDENT**

Washington, July 17.—A ripple of some magnitude is abroad today among the insurgent Republicans, following the announcement that James A. Garfield, former secretary of the interior, is to be the progressive candidate for the presidency in 1912. Garfield is in Washington and has not denied the story. His friends say the announcement is premature, but that it is true.

Although Senator La Follette has not announced his attitude on the Garfield boom, his friends assert that he is ready to withdraw in favor of the Ohioan at the proper time.

It is said that Garfield has consulted his former chief, Theodore Roosevelt, and that he secured his approval and support before he considered opposing Taft.

The old guard element has so far made no comment on the Garfield movement.

**REAL ESTATE TRANSFERS.**

Neer, J. R. and E. to Stith, H. P. 4.80 acres, to 7 x 3 w; w d. \$3600. Sherwood, G. F. and L. to Hoffmeyer, John, part block 12 Southwest addition, Salem; q c d. \$1.

Harper, E. M. and P. S. to Siddall, E., lots 6, 7 and 8, Dorrance fruit farm; q c d. \$1.

Eaton, E. S. and J. H. to Siddall, E., lots 6, 7 and 8, Dorrance fruit farm; q c d. \$1.

Siddall, I. H. and A. to Siddall, E., lots 6, 7 and 8, Dorrance fruit farm; q c d. \$1.

Siddall, M. and A. to Siddall, E., lots 6, 7 and 8, Dorrance fruit farm; q c d. \$1.

Siddall, G. F. and J. to Siddall, E., lots 6, 7 and 8, Dorrance fruit farm; q c d. \$1.

Star Land Co. to Bents, H. L. and A. S.; q c d. \$20.

Powell, H. J. and C. L. to Kennen, O. C., part block 3, Geo. H. Jones' addition, Salem; w d. \$10.

**STATE NEWS.**

Marshfield has just completed a second salmon cannery.

The apple crop in the East is light, and there will be a big demand for Oregon's fruit, says the editor of Better Fruit, at Hood River, who has just returned from the East.

Portland expects to lead all United States ports in grain shipping this year.

James McCrae, president of the Pennsylvania system, is in Portland today.

A Yamhill man has a crop of vetch which stands eight feet tall, and yields five tons to the acre.

The Dalles fair association will erect buildings to house all the exhibits.

Linn county has the finest hay crop it has ever grown.

Work on the mines in Bohemia district is being resumed.

The Times-Herald, of Burns, is to have a new home—a fine building 50x100 feet is being built for it.

Much Coos Bay property is changing hands.

Thirteen snowpeaks of the Cascade range, can be seen from Shaniko.

Klamath Falls will spend \$750,000 this year in buildings.

A forest fire was started on Grizzly Butte, about 12 miles south of Medford, last week by lightning.

The mercury climbed to 105 at Medford last Friday.

The Albany Chautauqua closed a ten-days' session Saturday. It was a highly successful meeting.

When the stomach fails to perform its functions, the bowels become deranged, the liver and kidneys congested causing numerous diseases. The stomach and liver must be restored to a healthy condition and Chamberlain's Stomach and Liver Tablets can be depended upon to do it. Easy to take and most effective. Sold by all druggists.

**Good HOME Cheap**

We would like to ask you why do you pay rent, when you can get a good 6-room plastered house, large lot, woodshed, city water in house, half a block from a hard paved street and car line, and near a good school for a very small payment down, balance same as rent, \$12 per month.

**ANOTHER ONE**  
 Good 4-room plastered house, built for a home one year ago; corner lot, woodshed, shade trees, fine location, near car line, beautiful view. Price \$950, only \$150 down balance \$10 per month. Now stop and think what your rent money will do for you; it will buy you a home, and in five years your home will be worth twice as much as you pay for it today. The above are two real bargains, and will pay you to look them up.

**BECHTEL & BYNON,**  
 347 late Street.

**THIS SALE IS OPENING WITH A RUSH**

**Shoe Sale Still Going On**

AT

**JACOB VOGT'S, 220 North Commercial St**

Make your money save you money by buying Good Goods and at such low prices

**OREGON SUPREME COURT DECISIONS**  
 Full Text Published by Courtesy of F. A. Turner, Reporter of the Supreme Court.

**The State of Oregon v. Webb, Multnomah County.**

The State of Oregon, respondent, v. J. P. Webb, appellant. Appeal from the circuit court for Multnomah county. The Hon. R. G. Moore, Judge. On motion to dismiss. Geo. J. Cameron, district attorney for respondent. No appearance for appellant. McBride, J. Motion allowed and the cause remanded.

A reply having put in issue the allegations of new matter in the answer the cause was tried resulting in a verdict and judgment for plaintiff as demanded and defendant appeals.

Moore, J. It is maintained that errors were committed in admitting evidence, over objection and exception, certain letters written by plaintiff to its attorneys in Portland respecting their demand and in permitting, in the same manner, Gus C. Moser, one of the attorneys, to testify concerning such letters. In order to render the assignments of error comprehensive it is proper to state the facts involved herein. About May, 1904, the defendant became a stockholder in a corporation known as the Croffut McAyeal Company which about November 1st of that year re-incorporated as the Western Mill Supply Company when he was chosen its secretary and manager. An action was commenced against the latter corporation and on January 25, 1905, all property in its possession was attached, except certain chains and other hardware which had been shipped by plaintiff to the Croffut McAyeal Company and to its successor to be sold on commission and the net proceeds arising therefrom to be accounted for monthly. When the property was attached there was due plaintiff from the Western Mill Supply company on account of sales previously made \$628.83, and thereafter defendant without authority sold a quantity of such chains. About March 2, 1905, Mr. Moser having for collection the sum so stated visited the defendant who delivered him a draft for \$229.40 which sum was credited on the indebtedness of the Western Mill Supply Company, discharging all thereof except the following items reported January 24, 1905, \$156.14, \$118.71, \$53.28, and \$71.30. The defendant on March 22d of that year also paid Moser \$156.14, the amount of the first item; April 12th following he paid the attorney \$124.58, the sum of the last two items; and on June 22, 1905, he paid the same person \$118.71, the amount of the second item after plaintiff had written him that he would not be assigned any more merchandise for sale.

leged agreement, the right of reconveyance would rest upon plaintiff's authorization or ratification of the attorney's alleged acts and representations with full knowledge thereof, on both of which branches the court gave ample instructions to the jury.

Requested instructions were refused to which action of the court exceptions were taken. Several of them are to the effect that if, from the evidence, the jury believed that Moser assuming to act for plaintiff induced defendant to pay the debt of the Western Mill Supply Company in consideration for which he was to retain possession of the merchandise and continue to sell it and plaintiff with knowledge of such acts and conduct "retained" the money as paid the keeping thereof amounted to a ratification.

If all the payments made by defendants were credited to his account it would not have equalled the value of the goods which he sold after January 25, 1905. He was entitled to a commission for selling the merchandise in speaking of which the court in its general charge, in referring to the averments of the answer said: "Therefore under the issues here, in no event would the defendant be entitled to anything under this defense, except for the application, if any, that he made of the profits which were derived from the sale of this chain which was made by him after the date of this contract and before the sale was stopped."

As the requested instructions did not refer to the commissions, but related to retaining the money, a part of which the plaintiff was entitled to in any event, no errors were committed in refusing to give the instructions.

Another requested instruction was denied and an exception taken. The request was in substance that if from the evidence the jury should find that plaintiff knew the defendant was in possession of and selling its merchandise, making reports to, ordering additional supplies from it and paying money to Moser who was remitting the same to plaintiff, the duty was imposed on the latter to ascertain by what authority the defendant was dealing with the attorney.

Whether or not the solicited instruction states the law applicable to the facts thus assumed we do not think it necessary to determine for in our opinion the request does not detail all the circumstances from which a knowledge of the transaction as alleged in the answer might have been implied by plaintiff. The defendant's father was the attaching creditor and three days after causing the property of the Western Mill Company to be seized in order to secure the payment of his demands against it, he wrote plaintiff and from his letter the following extracts made: "I have taken charge of your consignment of chain because of the relations of my son with you and will protect your interest therein. \* \* \* It is the intention of my son to continue in the same line of business and we would like to continue the handling of your chain."

The testimony shows that the defendant's father is financially responsible and whether or not from this letter the plaintiff might reasonably have inferred that the writer would protect its interests and participate in the handling of its goods is not stated in the requested instruction, in refusing to give which no error was omitted.

Other requested instructions were denied but deemed them covered by the general charge or immaterial, the judgment is affirmed.

Thinking good thoughts will leave a smile in the soul.

Section 1621, L. O. L., is as follows: "Upon the appeal being taken, the clerk of the court where the notice of appeal is filed must, within five days thereafter, or such further time as such court or the judge thereof may allow, transmit a certified copy of the notice of appeal, certificate of cause, if any, and judgment roll, to the clerk of the supreme court." Sec. 1623 L. O. L., provides, that the appellate court may, upon motion and notice, dismiss the appeal in case of failure to make the return required by Sec. 1621, unless good cause to retain the appeal is shown.

McBride, J. More than five months elapsed between the last extension of time for filing a transcript on appeal and its actual filing in this court. In compliance with Sec. 1621 L. O. L., above quoted the appeal will be dismissed, and the cause remanded to the court below with directions to re-sentence the defendant.

Between January 25, 1905, and May 1st of that year defendant sold quantities of plaintiff's merchandise valued at \$1031.91 and made payments on account thereof, leaving due \$724.78.

Immediately upon the attachment of the property of the Western Mill Supply Company it became bankrupt and plaintiff's demand against it of \$628.83 having been duly established the entire dividend received therefrom was \$50.30 which sum constitutes a part of the payments for which credit was given on defendant's account.

The defendant testified that about July 1, 1905, plaintiff took from him all its merchandise and delivered it to others, detailing the elements and amounts of damages sustained therefrom and stating that in consideration of his payment of the sum of \$628.83 due from the Western Mill Supply Company, for the discharge of which he was not personally liable, Moser agreed with him, on behalf of plaintiff, that he should have the sole agency for the sale of its merchandise and from the commissions which he might receive he stipulated to pay the old account.

Moser, as plaintiff's witness testified in rebuttal that he never represented to defendant that he was authorized to enter into any contract on behalf of his client and that the collection of its debt was the measure and extent of his authority. He admits, however, that he promised to recommend defendant to plaintiff as a suitable person as its agent and wrote a letter to that effect. In referring to certain letters received from plaintiff Moser was permitted, over objection and exception, to state that they constituted the only correspondence and instructions received, whereupon the letters were received in evidence and an exception to their admission allowed. Nothing contained in such communications could be construed as authorizing Moser to enter into a contract with any person respecting the sale of its property.

Plaintiff's previous authorization, or its subsequent ratification of Moser's alleged acts with full knowledge thereof, would compel it to give defendant credit on account of the sales of its property which he effected after January 25, 1905, of the plaintiff failed to keep or perform the terms of the asserted agreement, and the amount of such payments would constitute a proper offset hereon. The letters referred to showed that the attorney was never authorized to consummate for the plaintiff any agreement respecting the agency for the sale of its property and supplemented by Moser's testimony such letters and his sworn declarations were admissible as tending to disprove previous authorization and hence no error was committed in these respects.

If the defendant was entitled to any counterclaim by reason of payment or for damage sustained in consequence of a breach of the al-

leged agreement, the right of reconveyance would rest upon plaintiff's authorization or ratification of the attorney's alleged acts and representations with full knowledge thereof, on both of which branches the court gave ample instructions to the jury.

Requested instructions were refused to which action of the court exceptions were taken. Several of them are to the effect that if, from the evidence, the jury believed that Moser assuming to act for plaintiff induced defendant to pay the debt of the Western Mill Supply Company in consideration for which he was to retain possession of the merchandise and continue to sell it and plaintiff with knowledge of such acts and conduct "retained" the money as paid the keeping thereof amounted to a ratification.

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**Monmouth, Oregon**

The home of the State Normal, is a splendid town, surrounded by a magnificent country. The climate can not be excelled on earth. Land is cheaper here than any place in Oregon considering everything.

We want good people and can take care of a great many. We have a very large list of very fine bargains. Note the following:

A splendid 123-acre farm 4 miles out for \$50 per acre.

A good rolling farm of 57 acres improved, only 2 miles out, good soil \$80.

285 acres almost in town, 200 under cultivation, excellent soil, \$75.

70 acres near town, house, barn, orchard, lots of berries for \$32.

52 acres with improvements costing \$4,000, an ideal home, \$7,000.

The only hotel in Monmouth doing a fine business, \$1300.

The only hotel in Jefferson, Oregon with splendid trade, only \$5,000.

Terms can be had on all these. Write or come and see us.

200 acres all black fine plow land, well improved, almost in town, \$100.

A very fine 450 acre stock farm with R. R. running through it, only \$35.

**Monmouth Real Estate Company**

**OREGON State Fair**

**Fiftieth Annual Exhibition will be Greater than Ever**

**\$35,000**

**in PREMIUMS and PURSES**

**SEPTEMBER 11 to 16, 1911**

**Grand Showing of Livestock Racing Program Complete**

**REDUCED RATES ON ALL RAILROADS**

**Come and Bring Your Friends.**

**J. H. BOOTH**  
 President

**FRANK MEREDITH**  
 Secretary