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Anchovies in Kegs.

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ANOTHER SHIPMENT OF EXTRA LARGE FAT ONES, \$25 PER KEG.

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NO. 104 AND 100 FIRST AVENUE SOUTH, SEATTLE, WASH.

Go to Alaska Prepared For Emergencies...

OUR STAR MEDICAL CASE

IS a complete outfit of REMEDIES, APPLICATIONS and APPLIANCES likely to be needed on a trip north. Contains nothing useless—nothing to break or freeze. Any desired changes or additions made without extra cost.

Stewart & Holmes Drug Co.

703 First Avenue.

KLONDIKE

A Commodious and Fast Sailing Steamer Will

LEAVE SEATTLE ON OR ABOUT JUNE 10, 1898,

And Every Ten Days Thereafter, Taking Freight and Passengers

For Fort Get There, St. Michaels Island, Alaska, mouth of the Yukon river, making connections with the river steamers Wear, Cudahy, Hamilton, Healy, Power, Barr and Klondike for Circle City, Munook Creek, Fort Cudahy and Klondike gold mines.

Reservations for Passage or Freight on Steamers May Now Be Secured by Making a Deposit.

Placer and quartz mines bought and sold. Investments in mining property made, saving expense of sending agents. Our agents and experts are on the ground, and have been for years.

We will issue letters of credit on our company at its posts—Circle City, Alaska, and Fort Cudahy, Dawson City and Klondike gold fields, Northwest Territory—at a charge of 1 per cent.

Large stocks of supplies of all kinds will be found at Fort Get There and Hamilton on the Lower Yukon. For particulars apply to

North American Transportation & Trading Co.

No. 618 First Avenue, Seattle, Wash.

DIRECTORS.

John J. Healy, Michael Cudahy, Chicago, Ill. Dawson, Klondike Gold Fields, John Cudahy, Chicago, Ill. E. E. Wear, Ft. Cudahy, N. W. T., Ernest A. Hamil, Chicago, Ill. Charles A. Wear, Chicago, Ill. Fortius B. Wear, Chicago, Ill.

SEATTLE CLIPPER LINE

E. E. CAINE, Manager.

Mercury for Skagway and Dyea, Camden for Fort Wrangel. Sailing February 25th.

Space for live stock and all classes of freight. Arlington Dock, foot of University street. Telephone, Pike 74. Secure reservations now for St. Michael and Dawson.

SEATTLE HARDWARE CO.

FIRST AVENUE AND MARION STREET.

Largest Stock of KLONDIKE HARDWARE In the Northwest.

Twelve Years' Experience. Call and See Us.

The Largest and Finest Stock of

WATCHES, DIAMONDS, JEWELRY, SILVERWARE, CLOCKS, RICH CUT GLASS, ETC.,

Is to Be Found at

Albert Hansen's Jewelry Store,

706 FIRST AVENUE.

Skilled workmen for fine watch repair ing. The most complete jewelry manufacturing department in the Northwest.

GOLD DUST BOUGHT FOR CASH IN ANY QUANTITY.

"FORBID A FOOL A THING AND THAT HE WILL DO." DON'T USE

SAPOLIO

FRISCH BROS.

Jewelers and Watchmakers.

Largest Stock of Watches, Diamonds, Jewelry, Etc. 720 First Av., Seattle.

That does settle it, the Miners' Union has pronounced F. B. Co.'s English Breakfast Bacon the best for Alaska.

FRYE-BRUHN CO.

IF NOT WRECKED, WHERE CAN SHE BE?

Loss of the Nevada Generally Accepted as True.

HER FATE YET UNDECIDED.

Definite News Will Reach Here on the Steamer Queen.

All Reports Received Come From Tug Coleman, Which Brought Story to Juneau—Confirmed From No Other Source—Capt. Donaldson, of the Steamer Excelsior, Gives His Version—Were Life Buys Cast Up at Seward Marked "Hassler"—Steamer Like the Clara Nevada Seen Last Wednesday Morning.

The whole story of the loss of the steamer Clara Nevada comes primarily from the tug Coleman and has not yet been substantiated from any other source. The reports that have already been given in the Post-Intelligencer come from various people who were in Juneau when the Coleman reached there. Nothing further has been learned. News confirming or contradicting the story will reach here on the steamship Queen, which is the next vessel due from Alaska.

When the opinions of marine men are asked as to the probabilities in favor of

in telegrams from Nanaimo and Victoria, received confirmations yesterday from yet another source, though not a whit is added to the intelligence already received.

Capt. Donaldson, of the steamer Excelsior, which arrived early yesterday morning from Copper River, via Juneau, says that he saw the Clara Nevada on Tuesday, February 8. He was on the Wolcott going from Juneau to Skagway, and the Clara Nevada was passed about an hour's run north of Seward. She was headed for Juneau and appeared to be all right. "I returned to Juneau on Wednesday," said Capt. Donaldson, "and the Clara Nevada had not then arrived. Before I left on the Excelsior, on Thursday, the tug Coleman, which plies between Juneau and Skagway, came in and reported that the beach at Seward was strewn with wreckage. The captain of the Coleman said that in the wreckage were life buoys and a portion of a hatch, all marked 'Hassler.' The people of Seward had seen a fire on the water on Tuesday, he said, and had afterward heard an explosion, as of some large steamer. Later came the wreckage, which they claimed to identify as belonging to the Clara Nevada. As the boat did not come into Juneau before the Excelsior left on Thursday, I concluded that the reported blowing up of the steamer was correct. She may be all right, but I doubt it. My opinion is that the Clara Nevada is lost."

"Did you see any passengers aboard when you passed her on February 7?" Capt. Donaldson was asked.

"No; her decks were almost deserted. Several figures were seen and they waved at us. That must have been just an hour or so before the occurrence of the explosion, if such really took place. Does it not seem improbable that no one has escaped to tell the tale? Well, no. An accident of that kind, occurring during such a violent wind storm as was then raging, would mean sure death for all aboard the vessel. The wind was blowing straight down from the head of the canal and waves were running high. It would have been possible, however, for a boat to live in the water, agitated as they were, provided the people aboard had time to launch one. I hardly think a swimmer could have lived to reach the shore. If the explosion followed close upon the first discovery of fire, I doubt if the story of the steamer lost off Seward will ever be told."

He May Have Seen Her.

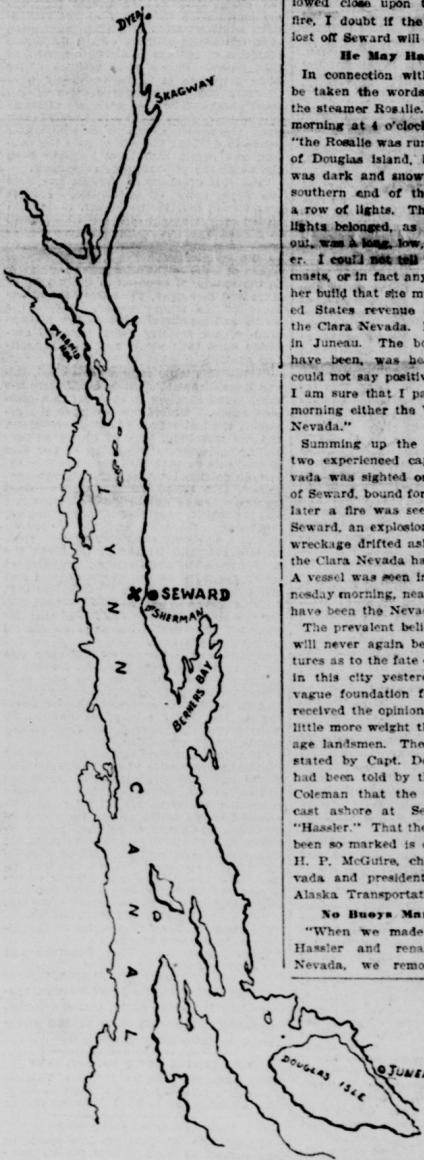
In connection with this statement may be taken the words of Capt. O'Brien, of the steamer Rosalie. "On last Wednesday morning at 4 o'clock," he said yesterday, "the Rosalie was running by the south end of Douglas Island, bound for Seattle. It was dark and snow was falling. Off the southern end of the island I discovered a row of lights. The vessel to which the lights belonged, as far as I could make out, was a long, low, rakish looking steamer. I could not tell whether she had three masts, or in fact any at all, but I knew by her build that she must be either the United States revenue steamer Wheeling or the Clara Nevada. Both I knew were due in Juneau. The boat, whatever it may have been, was headed for Juneau. I could not say positively which it was, but I am sure that I passed that Wednesday morning either the Wheeling or the Clara Nevada."

Summing up the stories told by these two experienced captains, the Clara Nevada was sighted on Tuesday, just north of Seward, bound for Juneau. A short time later a fire was seen on the water from Seward, an explosion was heard and some wreckage drifted ashore. Up to Thursday the Clara Nevada had not reached Juneau. A vessel was seen in the dark early Wednesday morning, near Juneau, which might have been the Nevada.

The prevalent belief is that the Nevada will never again be seen afloat. Conjectures as to the fate of the vessel were rife in this city yesterday. In view of the vague foundation for the reports so far received the opinions of marine men have little more weight than those of the average landsmen. The most significant fact stated by Capt. Donaldson was that he had been told by the captain of the tug Coleman that the life buoys and hatch cast ashore at Seward were marked "Hassler." That the life buoys could have been so marked is declared impossible by H. P. McGuire, chief owner of the Nevada and president of the Pacific and Alaska Transportation Company.

No Buoys Marked "Hassler."

"When we made our repairs on the Hassler and renamed her the Clara Nevada, we removed every trace of



SCENE OF REPORTED EXPLOSION.

This map of Lynn canal is taken from its correct in every detail. Seward City is reported by the Tug Coleman to have where the explosion is reported to have occurred might have been the Clara Nevada was south coast of Douglas Island. She was the Clara Nevada had not reached Juneau.

the Clara Nevada, she shake their heads doubtfully and ask: "If she is afloat, where is she?" As full details as possible were sought yesterday in interviews with Capt. Donaldson, of the steamer Excelsior, Capt. Brown, of the Rosalie, and two passengers by the Islander. The map reproduced of Lynn canal, where the explosion is said to have occurred, is taken from the government pilot chart.

Life Buys Marked "Hassler." The story of the fire and explosion off Seward, in Lynn canal, as published in the Post-Intelligencer yesterday morning

the old name," said Mr. McGuire last night. "It could not have remained on the hatch, as the hatch was chased 120 new ones and threw away those marked 'Hassler.' I am sure that the old name did not appear on any part of the steamer."

United States Inspector of Hulls W. J. Bryant said yesterday that he did not believe the reported loss of the Nevada. Other marine men were not so sanguine. One who has followed the sea for many

Continued on Page 3

MORTGAGE LENDING CAN BE MADE SAFELY.

Deficiency Judgment Provision Unconstitutional.

THE RIGHT OF CONTRACT.

Prohibition of Gold Contracts Is Also Declared Void.

The Supreme Court Decides the Various Mooted Points in the Law, and Leaves Its Status Almost Precisely as the Law Stood Prior to the Attempt at Amendment Made in the Last Session—The Only Substantial Difference Remaining Is That No Stipulation Is Necessarily Binding for Immediate Default Possession.

Special Dispatch to the Post-Intelligencer.

OLYMPIA, Feb. 15.—The supreme court today rendered a decision in the case of Dennis vs. Moses, involving the validity and constitutionality of the mortgage foreclosure law passed at the last session of the state legislature. The decision is full as follows:

This action was brought to foreclose a real estate mortgage given to secure a note for \$1,300, bearing interest at the rate of 6 per cent. per annum. The mortgage contained on its part of the mortgagee waiving all benefits under, and the provisions of, sections 3 to 10, inclusive of the act relating to sales of property un-

SUMMARY OF DECISION BY SUPREME COURT.

Deficiency Judgment Law Declared to Be Invalid—Mortgage Security Is Safe in Washington.

A summary of the decision of the supreme court at Olympia in the case of Dennis vs. Moses, involving the construction and validity of several acts of the last legislature relating to mortgage debts is as follows: The court holds that there must be an appraisal in all cases which cannot be waived in the mortgage, but that the mortgage is not compelled to bid more than the amount of his debt in any case, nor more than 80 per cent. of the appraisement, if that is less than his debt. If the mortgage covers several parcels he may segregate his bid, and bid a part on each; that the court can control the appraisement and compel a fair one. That the preliminary estimates mentioned in sections 3 and 4 of the act are intended as appraisements, as well as the appraisement in section 16, the meaning of section 16, in order to make the period of redemption uniform in all cases, and that the reference to sales without appraisal in section 16 means the sales without valuation in section 11. The opinion also holds that the court may or may not enforce a stipulation for immediate possession of the property with right to rents after default, as the justice of each case seems to demand. The act prohibiting deficiency judgments and confining the remedy to the property mortgaged in any action on the debt is held unconstitutional, as being an unwarranted interference with the rights of the creditor. The act prohibiting gold coin contracts is held void as being a subject upon which the state cannot legislate, it belonging to the general government exclusively. The reasonable attorney fee statute, allowing court to fix regardless of stipulation, is upheld. Decrees of mortgages lands in all cases are to be made one year after rendition of sales, same as on an ordinary judgment, with same period of redemption from time of rendering judgment or decree. The effect of this decision is that mortgage security can be taken as safely as at any time heretofore, the only qualification being that the mortgagee cannot not enter into a binding stipulation in the mortgage to give immediate possession after default, but that the court can direct application of rents and profits to the debt if the justice of the case demands it.

der execution (Laws 1897, p. 70), and provided in case of foreclosure the land might be sold forthwith as lands are sold on execution to the highest bidder without appraisal, and without waiting one month as provided by statute; also, with the provisions of the deficiency judgment act (Laws 1897, p. 59), and providing that in case of any interference with the rights of the mortgagee, the court should have power to issue an execution against the mortgagor, and in case the land was not sufficient to satisfy it, that an execution might issue and be levied on other property of the mortgagor. It was further stipulated in the note and mortgage that the debt should be payable only in gold coin of the United States of the present standard value, and that the decree and judgment thereon should so provide, in contravention of the act relating to payment of obligations (Laws 1897, p. 91); also, that the purchaser at the foreclosure sale or his successor in interest should have possession of the mortgaged land during the time allowed for redemption but should apply the rents and profits upon the debt in case it was redeemed, the mortgagee also provided in case of suit that an attorney's fee of 20 per cent. upon the amount due should be included in the judgment, and in case of a settlement of the suit before judgment an attorney's fee of \$300 should be payable, which calls in question the provisions of the act regulating attorney's fees (Laws 1895, p. 81). The mortgage recited that the loan was obtained at a lower rate of interest than would have been fixed were it not for the stipulations and the waivers above stated. The lower court found that they were all agreed to, but held that they were all invalid and that there must be an appraisal, that the land could not be sold for less than 80 per cent. of the appraisement value; that the remedy must be confined to the property mortgaged; that it could not be sold before the expiration of one year after rendition of the judgment, but the mortgagor should have possession meanwhile; that the debt could be satisfied in any kind of money, and that the attorney's fee of 19 per cent. instead of the one stipulated, whereupon the plaintiff appealed.

"That some of the questions raised are of paramount importance is apparent. The general situation heretofore and now present is well known and it is permissible to consider it for the purpose of arriving at the intention of the legislature in enacting some of the laws act in question. In the development of a new state it had been necessary for people to hire money, and this was done largely upon real estate security, such debts being in the main unsatisfied when said laws were passed, and the mortgages given to secure the same could not be affected thereby. If these laws are valid and must receive the construction contended for in some of the briefs, it is apparent that a large number of citizens will be prevented from negotiating loans and from obtaining a generally prevailing rate of interest than that previously existing, with which to satisfy present debts, or perhaps to obtain binding stipulations, extensions of time upon such debts, or for the purpose of contracting new loans for building

houses or constructing improvements. Homes might be lost, thereby and the development of the state seriously retarded. They were helpless so far as existing mortgages are concerned, for such laws could not affect them retroactively, and both the state and national constitutions. There is no way of compelling new loans or loans to be made as fully enlightened as might be, the court followed the practice, sometimes adopted, of inviting other competent attorneys to express their views to the court upon matters, they not being interested in the case. These gentlemen have courteously and ably responded, and their important particulars they have disagreed, and while it will not be necessary to consider the argument presented upon some lines, it has been much to the court's assistance. The most important questions are those arising under the act relating to sales of property under execution, and the deficiency judgment act, as these are the most serious obstacles in the way of obtaining loans and renewals.

"Arguments have been presented in several of the briefs to the effect that the provisions of the act relating to sales of property under execution as to the appraisal of land, do not apply in the case of mortgage foreclosures. In the case of Swinburne vs. Mills, Wash., 50 Pac. 88, without entering upon an extended discussion of that point, the court expressed the opinion that owing to the use of the word 'decree,' etc., in the title of the act, and the direct reference to mortgages in section 10, mortgages were included in the act, and that there must be an appraisal as to the amount of the mortgage. There are other expressions of like import, such as sales 'upon execution' by order of the court, in section 2, and 'upon the return of any sale of real estate or execution,' in section 11. Also the evident intent of the act as a whole to deal with all sales of real estate at the suit of the private or individual creditor strengthens that conclusion, and we follow it here. In the discussion of the Swinburne case, the court, after holding that the provisions of the act relating to an appraisal are applicable to mortgage decrees as well as to ordinary judgments, held that it was an impairment of the obligation of the creditor, and could not affect prior mortgages, following a long unbroken line of state and Federal decisions, being in harmony with the mortgage law in controversy. No attempt was made to interpret or construe the act further in that case, as it was not necessary to do so. But the substance of the entire act is largely involved in this case, for a construction of the various parts of the act requires a necessary consideration of nearly all of it to some extent in order to harmonize and give effect to the whole. It is a wholesome, well-established rule that an act should be interpreted or construed to give effect to each of its express provisions if practicable. In case of conflict, those susceptible of but one meaning will control those susceptible of

more than one.

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more than one.

WARSHIP MAINE IS DESTROYED IN HAVANA HARBOR.

At Least a Hundred of Her Crew Are Killed or Wounded.

CAPT. SIGSBEE IS HURT.

Peerless Battleship Blown Up by an Explosion That Shakes the Entire City.

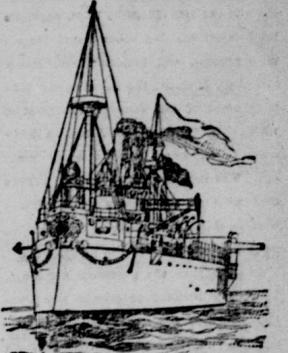
Disaster Occurs at 9:40 O'Clock in the Evening While Most of Those on Board Were Asleep—Officers Hurlled From Their Bunks, But Show Great Bravery—Spanish Fleet Assists in Caring for the Wounded—Thousands of Excited People Crowd the Wharves as the Swiftest Vessel in the American Navy Slowly Burns—Department at Washington Sends Two Tenders From Key West—Capt. Sigsbee Requests a Suspension of Judgment Until the Mystery of the Explosion Can Be Cleared Up.

HAVANA, Feb. 15.—At 9:40 o'clock this evening a terrible explosion took place on board the United States battleship Maine in Havana harbor. Many were killed or wounded. All of the boats of the Spanish cruiser Alfonso XIII. are assisting. As yet the cause of the explosion is not apparent. The wounded sailors of the Maine are unable to explain it. It is believed that the battleship is totally destroyed. The explosion shook the whole city. Windows are broken in all the houses. The correspondent of the Associated Press says he has conversed with several of the wounded sailors, and understands from them that the explosion took place while they were asleep, so they can give no particulars as to the cause. The wildest consternation prevails in Havana. The wharves are crowded with thousands of people. It is believed the explosion occurred in a small powder magazine. Many Killed and Wounded. It is estimated that over a hundred of the crew were killed, but it is impossible yet to give exact details.

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THE BATTLESHIP MAINE.

Admiral Manterola has ordered that boats of all kinds should go to the assistance of the Maine and her wounded. The Havana firemen are giving aid, attending carefully to the wounded as they are brought on shore. It is a terrible sight. Gen. Zolano and the other generals have been ordered by Capt. Gen. Blanco to take steps to help the Maine's crew in every way possible. The correspondent of the Associated Press has been near the Maine in a boat of the cruiser Alfonso XIII, and has seen