STORM IN SOUTH SEAS

Results in Great Loss of Life

Hurricane Sweeps Over Islands Carrying Death and Destruction.

San Francisco, Feb. 8.—News of a fearful loss of life in a destructive storm that swept over the South Sea Islands last month reached here today by the steamer Mariposa, direct from Tahiti. The loss of life is estimated at 1,00 persons. January 13th last a huge tidal wave, accompanied by a terrific hurricane, attacked the Society Islands and the Tuomotu group with fearful force, causing death and devastation never before equalled in a land of dreaded storms. The storm raged several days, reaching its maximum strength between January 14th and January 16th. From the meagre news received at Tahiti up to the time of the sailing of the mariposa, it is estimated that 1,000 of the islanders lost their lives. It is feared that later advices will increase this number.

THE FIRST NEWS.

The first news of the disaster reached Papeete, Tahiti, January 28th by the schooner Eimeo. The captain of the schooner placed the fatalities at 500. The steamer Excelsior arrived at Papeete the following day with 400 survivors. The captain of the Excelsior estimated the total loss of life to be 800. These figures comprised only the deaths on the three islands of Hao, Hikuera and Makokan, who ordinary population is 1,800. On Hiquera Island, where 1,000 inhabitants were engaged in pearl diving, nearly one-half were drowned. On an adjacent island 100 more were washed out to sea. Makokan and Hao are depopulated. Conservative estimates at Tahiti place the number of islands visited by the tidal wave and hurricane at 80. All of them are under the control of the French government at Tahiti.

SURVIVORS ARE DESTITUTE.

The surviving inhabitants are left destitute of food, shelter and clothing, all having been swept away by the storm. The French government upon receipt of news of the disaster took prompt measures to relieve the distressed districts, and despatched two warships with fresh water and provisions. The Italian man-of-war Calabria accompanied the French vessels on their errand of mercy. As the supply of fresh water and provisions on the islands was totally exhausted during the storm, it is feared that many lives would be lost before the relief ships could arrive. As far as is known eight white people were among the drowned. Included in these were Alexander Brander, N. P. Plunkett of Oakland, T. D. Donnelly, formerly a fireman on the steamship Australia, and the local agent of C. Coppenrath, a merchant of Papeete. Added to this number was an unknown woman who committed suicide from fright.

SOUGHT REFUGE IN TREES.

As the islands were barely twenty feet above sea level, and were not surrounded by coral reefs, it was necessary for all the inhabitants to take to the cocoanut trees when the tidal wave began to cover the land. These trees grew to an immense height, many reaching an altitude of 100 feet. All of the lower trees were covered by the raging seas, which swept with pitiless force about and over them. The natives on the taller trees were safe until the cocoanut roots gave way, and then they too were swept out into the sea.

SWAM TO SAFETY.

The four hundred survivors brought by the Excelsior to Papeete gained the ship's side by swimming three and four miles from the tops of cocoanut trees. The Eimeo, though badly damaged by the storm, also brought off as many persons as could swim to her sides, she, like the Excelsior, being unable to run close to the shores because of the violence of the ocean swells, which continued to run abnormally high for a week after the tidal disturbances. Another schooner, the Gaulois, from the Maquesas Islands, 600 miles from Tahiti, encountered the hurricane while on the way to the latter place, and only the timely action of the captain in having the cargo, consisting of 30 head of cattle, 35 pigs and 30 tons of cotton, jettisoned, saved the little craft from destruction. Even with this precaution the life of one man was lost by waves sweeping the decks.

ACTS OF HEROISM.

One of the many acts of heroism reported is that of a woman who climbed one of the tall cocoanut trees and lashed her babe to the branches, hanging to the body of the tree beneath the little one as best she could. There they remained for ten hours, suffering great torture until finally rescued.

Thousands of tons of copra, the dried kernel of the cocoanut, and more than 200 tons of mother of pearl shells are known to have been lost. The pearl shells are valued at $1,800 per ton, and many valuable pearls may now be lost to the warld forever, as these were considered some of the best pearl islands in the world.

JUDGMENT RENDERED

The Case of Minnie Starr vs. Hadley et al

A judgment recently rendered by Mr. Justice Craig is that in the case of Minnie Starr vs. Fred Hadley, F. N. Johnson and Adelbert Pixley, the action being over the sale of a road house situated on the Hunker road and located about three and a half miles above the Ogilvie bridge. The matters involved are rather complicated. His lordship's decision in part is as follows:

"The plaintiff (now Minnie Murray by amendment of the record) was the owner of a half interest in a road house situate about three and a half miles from the Ogilvie bridge, near Dawson, on the Hunker road, known as 'Murray's Inn' or 'Denver Road House'; and also of an undivided half interest in certain goods and chattels in the road house. Her husband —Murray—was the owner of the other half. For some reason to suit the convenience of the parties Murray and the plaintiff wished to get rid of each other and one Slater wished to become an owner of a half interest owned by Murray; for that purpose he applied to the defendants Hadley and Johnson for a loan to enable him to purchase the Murray half interest at the sum of $700. Hadley and Johnson contend that instead of making a loan they agreed with Slater for an out and out purchase of his half interest at $700 and the out and out purchase of the interest of the plaintiff Minnie Murray for $100. Hadley swears to this. Johnson knows nothing about the transaction except that he left the matter entirely in the hands of Hadley; all he knows is that they negotiated a note in the bank for the purpose of raising the funds. Two bills of sale were drawn dated on the 3rd of December, one from Murray to Hadley and Johnson, the consideration being $700, and the other from Minnie Starr to the same parties, consideration $100, both being absolute in form. The plaintiff contends that she simply became a surety for the payment of the loan to Slater of $700 and at the request of Hadley gave an absolute bill of sale of her interest in the road house for that purpose only; that hers at least was not an absolute sale of the interest; that when she signed the paper she told one Guptill, who was acting as solicitor's clerk, that she was not selling but simply mortgaging or what was to the same effect, giving security, and that Guptill then and there promised to give her an agreement in evidence of the real transaction which she repeatedly asked for but never obtained. It is important to notice in this connection that the plaintiff was examined for discovery before trial and gave this very account of the transaction which she now gives on the trial; that Guptill is not called to rebut her although her statement is of the very gist of the action. Another evidence of the real nature of the transaction is that Slater and the plaintiff were allowed to remain in possession of the premises and that Hadley and Johnson received payments of interest at least twice on account of the sum borrowed. More than that, while Hadley denies that the transaction was a loan—as he puts it, it was an absolute sale without any strings to it—yet in his examination for discovery he makes the statement that in a conversation with the plaintiff she said "we don't know whether we are ever going to be able to redeem it or not." He qualifies that afterwards, but it is singular that if this matter was an absolute sale, Hadley should have held any conversation at all with the plaintiff about redemption. There is no doubt as to my right to investigate the real nature of the transaction. The authorities on that point are beyond any question, and that the form of the transaction will not prevent the court from inquiring as to its real nature. In fact, on the trial counsel for the defendants practically admitted that their contention that the transaction was an absolute sale was not tenable and that it was really a loan, that the conduct of the parties in the matter was an admission that while the thing was absolute in form it was really meant to be a loan.

* * * * I have no doubt at all upon the whole evidence that it was a loan or a sale with the right to redeem; the whole thing was a jumble, very irregularly arranged, and I am at a loss because there is no evidence whatever as to the time for redemption. The money was raised by Hadley and Johnson in the bank and their necessity seemed to be the controlling motive for sale rather than any agreement between the parties. They did not seem to be disposed to renew the note any further in the bank and they at once pressed for payment and made a sale without any notice whatever to the parties and in the most summary and indifferent way. I take it that the onus of proving the right to sell under the mortgage rests upon the mortgagee and that he has no right to sell before the expiry of the redemption period; if he does so he does it at his peril.

"The plaintiff asks that she be entitled to her half interest, a vesting order for that, free from this debt; that Hadley and Johnson having sold to Pixley and realized the full amount of their debt and a surplus over, she being surety is now released. While she does not in form ask for redemption of her half interest, that is what her request means and I must hold against her. It is clear from the authorities that a tenant-in-common, a joint owner, cannot redeem property piecemeal; nor can she redeem without adding the other co-tenants parties. * * * At the trial the defendants waived any right to dismissal on the non-joinder of Slater in the action and agreed that he might be joined now and that they are willing to be redeemed but the redemption must be the whole estate, and I must hold with them that if the plaintiff is to redeem she must redeem the entirety. The mortgage is not divisible and while the bills of sale were given separately, yet it was one complete transaction and meant to be a security for this one debt, the whole estate being included. She in the alternative asks for damages, and while I am sure as to the facts and the merits and that the transaction was not a sale but a loan, I have had more doubt as to what remedy I should give for the wrong than on any other branch of the case. The damages must be limited by the extent of the plaintiff's interest.

"Some evidence was given as to the value of this property, and I do not think the price obtained at the sale was a fair estimate of it because it was a private sale of which due notice was not given and the public had no chance to offer for it. I think the property should have been worth at the time of the sale about $1500. As the defendants are willing to be redeemed the plaintiff may redeem upon paying the amount due upon the loan with the interest less the interest paid as sworn to; also the sum of $100 which she received, as well as the sum of $246, surplus realized on the sale, which I believe she received, together with $51.50, costs of conveyancing.

"There will be no accounting for profits by mortgagee in possession because I am satisfied from the evidence that at the time of the sale the property was not a paying investment, and that the costs of running it quite equalled the revenue. The plaintiff claims also for a horse which was converted, and the only evidence given upon that matter is that she was the sole owner of the horse and that it did not pass by the bills of sale. She is therefore entitled to recover the value of the horse sworn at $100. If she does not see fit to redeem I think she is entitled to damages based upon the value which I have given. The damages then upon that alternative will be $750, less $246 paid to her by Slater, less $100 paid to her by Guptill, in all, $346, leaving a balance of $404 for damages. If she seeks to redeem she must pay the costs of this action. If she does not elect to redeem and do so within one month, she will have judgment for the damages given, with costs on the lower scale against Hadley and Johnson and $100 for the horse against Pixley.

"I think Pixley had full notice of her interest before he bought in April and had notice as early as March, and that he should have looked to what he was doing before purchasing the property where the person in possession claimed an interest. No order as to costs against Pixley."

Deaths Victims

Nome, Jan. 7.—Death, concealed in the icy-blasts which swept over the desolate tundra and mountains last week reached out its terrible hand and clutched another victim in his deadly grasp.

This time death claimed Chas. A. Moller, who left here on the 15th of last month with a sled and about 130 pounds of provisions, to prospect some of his property on Oregon creek; this was the last seen of him alive. Last Saturday morning Harry Owens almost stumbled over a dead man lying near a sled and partially covered with snow, at the intersection of Hungry and Oregon creeks. He hastened into town and notified the proper authorities, and when the body was brough to the morgue it was found to be that of Chas. Moller.

The deceased had liven on Belmont Point since 1899, where he owned several good cabins. It is stated that he possessed several valuable claims besides several hundred dollars in cash. He was a single man, his father, mother and sister live in New Zealand.

The funeral will be held Sunday afternoon at 1 o'clock, from Lang's undertaking parlors.

EIGHT BURNED AT NOME

Eight human beings burned almost to death, some of them with the skin hanging in shreds from their bodies, their black, swollen faces contorted in agony, some of them unconscious, their labored breathing sounding like the last agonized breath of life; piteous moans, dumb appeals by uplifted blistered arms, reaching out appealingly to the patient sisters, these are some of the horrible sights and sounds witnessed by a representative of the News at the Holy Cross hospital at 4 o'clock this afternoon.

At half past three o'clock a man by the name of Vaughn rushed down to the federal jail and exclaimed: "A lot of Eskimos are burning to death in an igloo on the tundra just back of the Vista Mining Company."

Deputy Marshals Lowe, Anderson and Blakslee hastily rushed to the spot. They found the igloo filled with smouldering fire and dense smoke. Lowe reached in and grabbed a half grown child by the leg. As he pulled it out, the skin on the leg broke and pulled off.

One by one the unfortunate and unconscious inmates of the igloo were dragged out. There were 8, two of whom are men, the balance women and children. They were taken immediately to the Holy Cross hospital, where Drs. Renninger and Derbyshire are dressing their terribly burned bodies.

The men are the worst injured. Both were unconscious when taken to the hospital. Their lungs were filled with smoke, and their faces hideously scorched and blackened. Great flakes of skin were burned from their bodies. At 4:30 o'clock one of them had been restored to consciousness.

A boy about 15 years old was tossing on his cot and moaning with pain. His blistered face was swollen to twice its normal size, his eyes were closed, and his arms looked like long cooked beets.

A girl about the same age was lying on a cot, blackened with burns, but never uttering a groan.

The harrowing details are a repitition of the foregoing. The doctors, assisted by the sisters, were busy applying soothing lotions. The seriousness of the burning cannot be immediately determined. To the unpracticed eye it looked like the men could not survive an hour, but the doctors thought the cases were not necessarily fatal unless death was caused by the smoke and flames they had inhaled.

Deputy Marshal Lowe thinks an overturned lamp caused the fire. The burned Eskimos were all drunk, and possibly stupefied with liquor. The native boy who seemed to be suffering so much agony, was seen going into the igloo with a bottle of whisky. A native woman happened to visit the igloo, and sounded the alarm. A few minutes more and the flames would have broken through the igloo and made a charnel house of it.

If the man who sold the liquor to the boy is discovered the officers of the law will find difficulty in protecting him, as an indignant people are protesting loudly against the illicit practice of selling whisky to natives. This is the third and greatest tragedy within a month resulting from the illegal traffic.—Nome News, Dec. 30.

Lived on Dog Meat

Council City, Jan. 13.—Frank Banco and Robert Duncan have arrived in Council from the Koyukuk. They left Koyukuk August 24, 1902, and reached Council last week. They came across the mountains from the Koyukuk to Cape Blossom, and tell a story of hardship, privation and starvation. For 24 days they were practically without food, subsisting the last three days on dog flesh.

They were kindly cared for by the missionary at Cape Blossom, from which place they have come to Council. They did not find any gold.

(These are undoubtedly the men whom Eric Johnson reported having seen at Cape Blossom. The story was published in the News a couple of weeks ago.—Ed.)

Mail Carrier Marsh was compelled to camp in Death Valley for six days during a recent blizzard. His face was severely frozen.—Nome News.

On March 1st

The office of the Dawson Water and Power Co. will remove to near the corner of Third avenue and Princess street, next McLennan, McFeely & Co.'s warehouse.