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STREET PAVING CONTRACT LET; BONDS SOLD

WORK WILL BEGIN WITHIN NEXT TEN DAYS

Warren Construction Co. Cuts Over \$1500 off Bid

MAYOR HELD OUT FOR MORE

Price of Paving \$2.34 Square Yard—\$35,000 Bonds go to Morris Bros., of Portland

A total of \$62,829.69, Or \$2.34 per square yard.

Those are the figures at which Roseburg is going to pave 18 blocks of streets with bituminous material in the next few months. The revised bid of the Warren Construction Company, of Portland, which was formally accepted at a special meeting of the city council Friday night. The street committee, consisting of Councilmen Mitchell, Josephson and Worthington, together with City Recorder A. N. Orcutt, were authorized, upon motion, to draw up a contract with the bidder in behalf of the city, and as soon as this is done the Warren Construction Company will ship its plant and a crew of men here and commence work. The latter part of next week will probably see the dirt flying, and if the weather permits the job will be rushed to completion before the end of the present year, although the paving company has been given until August 1, of next year, as a precaution against emergencies, to finish the work.

Concurrently with the award of the paving contract, the council also accepted the bid of Morris Bros., of Portland, for the \$35,000 worth of municipal bonds voted by the citizens last April to defray 50 per cent of the cost of the work, the other half of the cost to be borne by the owners of the property which the paving will adjoin. The bonds will not be issued, however, until all the proceedings leading to their authorization have been passed on as to their legality by Morris Bros.' attorneys. This will require probably one month of time. The bonds brought face value. They will run 20 years and draw interest at the rate of 5 per cent, payable semi-annually.

Why Paving Bid was Lowered.

When the council convened, Mr. A. M. Shannon, representing the Warren Construction Company, and who was present at the meeting, stated that he had been instructed by his concern to reduce their bid of last Monday night from \$64,411.61 to \$62,829.69, a difference of \$1,581.92, based on a reduction in the rate of paving per square yard from \$2.41 to \$2.34. This, Mr. Shannon explained, his company had been moved to do in view of the fact that local bankers had agreed to purchase at par, immediately upon issuance, warrants drawn by the city upon a fund to be established by assessments levied on property owners to meet 50 per cent of the cost of the work. When asked when the work would be commenced, Mr. Shannon replied that it would not exceed ten days from the date of execution of the contract, and this time limit will be inserted therein. The bid, as reduced, is still \$1,780.54 in excess of Engineer Kelsey's estimate of the total cost.

Mayor Hoover Makes Kick.

Upon completion of Mr. Shannon's remarks, Mayor Hoover raised an objection to the bid on the ground that he understood that if the special fund warrants were negotiated the price of the paving was to be reduced to Mr. Kelsey's estimate. "I consider, and many of the citizens do also," said Mayor Hoover. "That Mr. Kelsey's estimate is a very liberal one, and I recommend to the council that no action be taken on this new bid unless it is reduced to Mr. Kelsey's figures."

Kelsey Underestimated Items.

"Mr. Kelsey is too low on some of the items," said Mr. Shannon, in reply to Mayor Hoover's objections. "First, he has estimated the curbing at 45 cents per linear foot, as is charged in Eugene, but your specifications call for an 18-inch curbing, whereas in Eugene the curbing is only 13 inches. The figure of 55 cents which we have submitted on this item is of no profit to us—it is the very lowest price quoted to us by local contractors. This alone makes a difference of \$1,000 between our bid and Mr. Kelsey's estimate. Then there is the excavating and

grading, which Mr. Kelsey figured at 60 cents per cubic yard. That figure would be a very reasonable one if we had to move only soft dirt. Your specifications, however, are packed solidly with crushed rock, and this cannot be moved with a scraper; it must be handled with pick and shovel. Our price of 75 cents per cubic yard on this part of the work merely covers actual cost. It represents another difference, however, in our bid and Mr. Kelsey's figure of \$720. If the city can get the excavating and grading done for less than 75 cents per cubic yard we are perfectly willing to turn that part of the work over to you. As to the curbing, we are charging you just what it would cost to sublet that item to any of your local contractors."

"I have received some complaint against your letting the contract for the curbing to local people," said Mayor Hoover, addressing Mr. Shannon.

"But we have not let such a contract," replied Mr. Shannon. "We have merely obtained figures on which to base our bid. Of course, if we cannot get a contractor satisfactory to the city, we will bring one here from some other place or do the curbing ourselves."

Mayor's Advice Ignored.

Councilman John Long finally moved to award a contract to Mr. Shannon's company. His motion was seconded by Councilman Worthington, and when put to vote carried unanimously, despite the recommendation of Mayor Hoover that the Warren Construction Company be made to reduce its bid to Mr. Kelsey's estimate. There were present just enough councilmen—seven—to constitute a quorum. They were Josephson, Long, Mitchell, Worthington, Bellows, Kohlhagen and Fisher. Councilman Robertson came in shortly after the council convened, but left before the vote was taken.

The result of the vote was received with a round of hand clapping by a number of prominent citizens and

tion of the proceedings, and Nuveen & Co. asked for \$2,000 for commission and inspection.

A Premature Act.

Without a single word of discussion, the council voted unanimously to accept the bid of Keane & Co., which at first appeared to be the best of the four. After this was done, however, it was discovered that the bid specified that the bonds were to draw interest from August 1, of this year, whereas the ordinance authorizing the rotation provides that interest shall not begin until the date of delivery to the buyer. The council then got busy with lead pencils and paper, and it was figured out that the bonds would draw interest from August 1 until October 1, the earliest date at which inspection of the proceedings relating to their issue could be completed. This put the council in a quandary; it did not want to pay unearned interest. Mayor Hoover called on Mr. Vawter for advice, and the Medford banker spoke as follows:

"As a representative of one of the bidders, and the most unsuccessful one of all, I do not know that I should speak on this matter. I will say, however, that it is the custom of all firms dealing in bonds to refund unearned interest, and I presume that Keane & Co. would do that. Keane & Co. were the highest bidders for the water bonds issued by the City of Medford, but they failed to furnish a certified check for \$18,000 as a guarantee of delivery of the money and the bonds were sold to Nuveen & Co., whom I represent. It is no sign, however, that because Keane & Co. failed to come through at Medford that they would fail to comply with your request that they refund unearned interest. As to Leach & Co. and Morris Bros., I can say that they are both reliable and you would find either a good firm to do business with."

Morris Bros.' Bid Accepted.

By successive votes, the council

maintaining funds necessary to meet the cost of building the bridge will either be made up out of the general fund of the city or defrayed out of another bond issue, for which there is already strong talk of another special election. Many property owners not directly benefited by the present proposed paving, are now anxious to get such improvement and are agitating for that purpose another bond election, this time for an issue of \$40,000.

P. L. CAMPBELL MARRIES.

President of University of Oregon Wedded in California. GRAND LAKE, Colo., Aug. 21.—Professor P. C. Campbell, president of the University of Oregon, was married here last night to Mrs. Susan Campbell Church, of San Francisco. The couple will enjoy their honeymoon at Sulphur Springs, near here, and when the fall term opens at the University they will go to Oregon.

IDEAL FOR COMPENSATION

There ought to be, and there can be, a system under which the injured employee will know exactly how much he deserves because of his accident, and will know also that he will receive exactly that amount promptly, automatically, in the ordinary course of business administration, without an appeal to the courts, without becoming a pirate and without becoming a beggar.

Mr. Francis H. McLean has recently presented to the New York Conference of Charities and Correction a report on 241 accident cases coming consecutively under the observation of himself and his friends. It was an official report, laboriously compiled.

In 47 cases out of the 241 there was a certain amount of compensation paid by the employer to the injured workman. In the other 194 cases out of the 241 there was no

DAY OF PLEASURE

American Sailors Have Good Time in Australia

HAZING CADETS PUNISHED

Naval Recruits Desert—Grounding of Cruiser Colorado Week Ago to be Investigated

Special to the Evening Review. SYDNEY, Australia, Aug. 22.—Today was given over to a round of pleasure for the crews of the American battleship fleet. A baseball team from the battleship Nebraska defeated the Sydney University nine by a score of 3 to 0, and a team representing the entire fleet defeated New South Wales team 6 to 0. At Rugby football, however, the Australians showed their superiority, the Sydney eleven winning from a team of American sailors by the score of 6 to 2.

A dinner will be given tonight by Admiral Sperry, commander of the English fleet at this port, in honor of Admiral Smead, commanding the American fleet. Cadets Dealt With. WASHINGTON, Aug. 22.—Two of the eight cadets suspended from West Point for hazing escapades were dismissed today and the other six were sentenced to suspension without pay until June of next year, when they will be reduced in rank from the first to third class. Secretary of War Luke E. Wright announced today that these orders had been approved by President Roosevelt.

Naval Recruits Desert.

OGDEN, Utah, Aug. 22.—Wholesale desertions from the ranks of naval recruits for the Pacific fleet are reported during their transportation across the country. A special car engaged to transport 60 recruits from this city to Oakland will not be used, owing to the fact that out of the entire lot only three remain. Government agents are now searching for the deserters.

Inquire into Colorado Affair.

WASHINGTON, Aug. 22.—Capt. D. H. Mahan, commander of the Puget Sound navy yard, and Commander H. S. Knapp, of the cruiser Charleston, are two members of the court appointed to inquire into the recent grounding of the cruiser Colorado, a week ago. The third member of the board of inquiry, a judge advocate, is yet to be named. The inquiry, which will start next week, will determine whether a court martial is necessary.

Treason Among Jap Forces.

OKLAHOMA CITY, Aug. 22.—The appointment of a commission to investigate the charges of disloyalty in the Japanese army and navy was announced today. The investigation is to be made secretly and for that reason the personnel of the commission is not made public. It is learned that the charges laid before the Mikado are serious.

SURVEILLANCE IN VENEZUELA.

Everywhere One Goes Passports or Passwords Must be Given.

To enter Venezuela one needs a passport, sealed, with certifications and stamps; to move from one place to another more passports, for consultations with military jefes; to board a ship, permission from the local reguardo, from the jefe civil, and perhaps other functionaries. Everywhere one goes, one is held up by policemen and soldiers and compelled to give an account of himself. On a dozen different occasions, when I have been walking the streets of Caracas, Valencia, Puerto Cabello, or Maracaybo, my thoughts concentrated some subject far from the bedevilment of Venezuela, I have been brought to my senses by the shout of "Quien vive?" and had a Mauser leveled at me. Boston professors, the anti-imperialists, and Mr. J. W. Foster may like this sort of thing, and I may be unduly sensitive, but I must confess that these conditions of ease and this shouting of "Quien vive?" finally got on my nerves like the whirl of a rattlesnake.

No phase of life is free from surveillance. All telegrams and cablegrams are censored, with a representative of the dictator in charge of every line of communication. All letters are liable to be opened by government officials. A thoughtless word in a private epistle may be carried to Castro with exaggerated importance, and another victim thereby be added to those that have gone before. Even the diplomatic correspondence of the representatives of foreign governments is tampered with by Castro's representatives in the postoffice, and every foreign minister in Caracas knows that he must send his communications to his government in his own mail-pouch, carried by his own private messenger to a mail ship, or they will be placed before the dictator for his perusal.—George W. Crichton, in the September Everybody's.

CASTRO IN A BOX

Dutch Govt. Demands Apology For Offending Act

WAR WILL FOLLOW REFUSAL

Former Governor of Oklahoma Awaits Sentence for Gambling—Ruef is Branded Deeply

Special to the Evening Review. THE HAGUE, Aug. 22.—A formal demand was made by The Netherlands today upon President Castro of Venezuela, implying a threat at war unless he apologized for the summary dismissal of the Dutch minister Doreus. Preparations are now going on in the Dutch navy for a blockade of Venezuelan ports immediately. The United States has already given its consent to such action conditional upon no Dutch troops being landed on South American soil.

Mayor is Convicted.

OKLAHOMA CITY, Aug. 22.—C. M. Barnes, former governor of Oklahoma, now mayor of Guthrie, Ja today awaiting sentence for gambling. He was found guilty of the offense by a jury last evening. A number of Barnes' social friends were arrested with him a week ago, but they all plead guilty. Barnes will be sentenced by Judge Strang, who served as attorney general while Barnes was governor.

Anti-Oriental Speech.

DENVER, Colo., Aug. 22.—That the 14th amendment of the Constitution should be repealed because it permits American born Japanese and Chinese to attain citizenship, is the gist of a speech made by Atty. General Webb of California in the closing session yesterday of the Association of National Attorneys General.

What Heney Thinks of Ruef.

SAN FRANCISCO, Aug. 22.—"I have no vicious or personal enmity against Abe Ruef, but from evidence I believe him to be one of the most accomplished, atrocious and desperate criminals of the age." This is a portion of the affidavit filed in Judge Lawler's court today by Francis J. Heney, in answer to Ruef's affidavit that Lawler was prejudiced against him and therefore disqualified to preside over his trials. Lawler, however, will try Ruef on the trolley bribing cases unless he postpones such action to file an affidavit of his own.

Govt. Rat Bounty.

SAN FRANCISCO, Aug. 22.—Word was received from Washington today that the government had appropriated \$3000 a month additional for the fight against the bubonic plague in this city. The money is to be used toward the extermination of rats, which are chiefly instrumental in spreading the disease.

Another Fool and a Gun.

SANTA CRUZ, Aug. 22.—Wm. Henries, a farmer, was shot and killed instantly on Vine Hill today by D. Metz, of this city, who mistook him for a coyote. Metz was a stranger in the vicinity.

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"THE CITY OF ROSES"—AND PAVED STREETS.

taxpayers, who were decidedly interested spectators throughout the meeting. After the council adjourned, this staunch little band of men, who have been conspicuous leaders in the street paving movement ever since its inception, manifested their great delight by exploding fireworks in the streets for a half hour.

Booster Meeting Deferred.

As the street paving matter was of predominant importance, no attempt was made to hold the scheduled meeting for the members of the Willamette Valley Development League, who arrived here in the evening, en route to Coos Bay. These visitors were Col. E. Hofer, editor of the Salem Journal; B. W. Johnson, postmaster at Coquille; John H. Scott, who is campaigning for letter roads; Oswald West, state railroad commissioner, and John H. Lewis, state engineer. The party spent most of the evening here in attendance at the council meeting, and this morning left for Marshfield.

The Bids for Bonds.

The council received in all four bids for the \$35,000 worth of bonds. Only one offered a premium and that was submitted by S. A. Keane & Co., of Chicago, who offered to take the bonds for one mill above par, amounting to \$35 on the whole sum. The other bidders were Morris Bros., of Portland; A. B. Leach & Co., of Chicago, and John Nuveen & Co., also of Chicago, represented by W. I. Vawter, the Medford banker, who was present at the council meeting in person. All four bids asked the maximum rate of interest of 5 per cent, and each specified that the council was to furnish at its own expense a certified copy of the record of all proceedings relating to the bond issue, so that it could be passed on as regards its validity by the bidder's attorneys.

Keane & Co. agreed to charge no attorney fees and to bear the expense of lithographed paper for the bonds. Morris Bros. asked that the city either bear both of such items of expense or allow them \$200 in lieu thereof. Leach & Co. wanted the city to bear the expense of inspec-

reconsidered its action in awarding the bonds to Keane & Co., and rejected their bid. Then a sort of heart-to-heart session ensued, the members of the council leaving their chairs and clustering around the table occupied by the mayor and recorder, while the spectators discussed the matter among themselves, outside the chamber railing. After 10 minutes had passed one of the councilmen who was reading the bids, suddenly discovered that Morris Bros. asked for the bonds to be dated September 1, but that they agreed to refund all unearned interest, from that day until the day the bonds shall be placed in their hands. This solved the problem, and without more ado the council voted, this time by resolution, as provided by the charter, to sell the bonds to Morris Bros. The condition was imposed, however, that the bidder furnish a certified check for \$500 to guarantee delivery of the principal of the bonds, less \$200 which the council will allow for an attorney to inspect the proceedings and pay for printing the lithographs.

Morris Bros. were the successful bidders for the \$35,000 worth of water bonds issued by the City of Eugene. They have not yet advanced the money, however, pursuant to the opinion of their attorney, who holds the bonds invalid by reason of the fact that at the election authorizing them three different amendments to the city charter were voted on. The attorney holds that each amendment required a separate election. Eugene lawyers dissent from this, and a friendly suit to settle the question is now pending in the circuit court.

Deer Creek Bridge Next.

Action toward the construction of the new concrete-steel bridge over Deer Creek will be taken by the council just as soon as Engineer Kelsey forwards the necessary plans and specifications, which will be in about one week. The bridge will cost approximately \$6,000, and for which \$2,500 will be available out of the proceeds from the sale of the bonds. This latter figure is the difference between the \$35,000 worth of bonds and \$31,415, which is one-half of the cost of the street paving. The re-

Our present law of employers' liability deprives the employee of justice without relieving the employer of expense. It is hideously cruel from one standpoint and frightfully expensive from the other. It cannot endure. Every other important country in the world has put it away in its museum of antiquities.

Every other important country in the world has made compensation for accidents an adjunct of business in place of a department of law. In every other important country in the world the burden of the accident, whether it is due to the fault of the employer, the fault of the employee, or the fault of nobody, is placed on the shoulders of the industry in which it happened.

Carelessness of employer and of employee is inevitable. Both these things, both imperfection of machinery and carelessness of human beings, may be diminished by wise laws, but they cannot be eradicated. Accidents must happen. And therefore the compensation for the accident ought to be inevitable and automatic, like the accident itself.

Why shouldn't every industry carry the burden of its own killed and wounded? Why shouldn't compensation for disability be just as much a part of the cost of business as it is of the cost of war? Why shouldn't the workman who goes into his daily fight with modern machinery be assured that his injury will be regarded as an honorable wound, entitling him to decent consideration? Why shouldn't the industrial soldier, meeting death in forms as terrible as those of any battle-field, die knowing that he will leave, if not glory, at least a few years' food to his family?—William Hard, in the September Everybody's.

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