News of Douglas County

CITY COUNCIL AT GLENDALE FACES WATER PROBLEM

(News-Review Douglas County Special)

GLENDALE, May 17.—The city reservoir No. 2 was drained and all sediment cleaned out last Thursday by R. M. Moore and C. Nebel. The city council usually has these reservoirs emptied and cleaned out about once a year, doing the job in the spring of the year while water is plentiful. The city's main water supply is Section Creek, brought to the reservoirs on Madrone Heights and distributed by a gravity system. Just what effect proposed logging operations above the intake and at the headwaters of Section creek will have on the immediate water supply is a problem the city fathers may have to contend with before long. The city now has an auxiliary water supply for emergency purposes, in a spring at Stranne's place, with a pump connected to the mains, but the amount of water avaiable here is limited.

RICE CREEK NEWS

(News-Review Douglas County Special)

RICE CREEK, May 17.—Wilbur Meredith went to Portland Thursday with Mr. and Mrs. W. J. Meredith of Lockinggiass. They expect to return Sunday. Mrs. Florence Meredith, who has been attending high school in Hillsboro for the past year, will come home with them.

Several Rice Creek children will take the 8th grade state exams his week.

Mrs. Anna Frederick of Eugene is spending several days visiting at the home of L. R. Meredith.

Mr. and Mrs. J. J. Miller and children, Miss Lorena Brown and Mr. Frank Sibold enjoyed a picnic near Tenmile last Sunday.

Miss Lorena Brown and her mother visited and shopped in Roseburg Wednesday.

Mrs. H. H. Hansen of Lockingglass visited with Mrs. Margaret Rice and Mrs. Wm. Stevenson over last week-end.

Mr. Harrison Rice and Mr. Ernest Bradford visited their families last Sunday. They are working for the state highway commission near Grants Pass.

GLENDALE NEWS

(News-Review Douglas County Special)

GLENDALE, May 17.—Rev. C. C. Hales of Albany, Sunday school missionary for Douglas, Coos and Curry counties, will preach the sermon at the baccalaureate services given by the senior class of the Glendale high school at the Olivet Presbyterian church next Sunday evening at 8 o'clock. Special music will be given by an instrumental trio consisting of Mrs. H. G. Paige, piano; Miss Mildred Scott, violin, and Clifford Paige, saxophone.

John J. Rogers, a lumberman from Eugene, transacted business in the city Wednesday.

Mr. and Mrs. Donald Frazier of Lodi, Cal., arrived here Tuesday on business and for a visit with friends and relatives. They are staying at the home of Mrs. Frazier's mother, Mrs. D. N. Snyder. Mr. Frazier is manager of the Lodi Lumber Co., a retail yard associated with the Glendale Lumber Co.

DRAIN NEWS

(News-Review Douglas County Special)

DRAIN, May 17.—Rev. and Mrs. C. L. Wood had the pleasure of a week-end visit with the latter's parents, Mr. and Mrs. Tresham of McMinnville, who arrived here Saturday evening and returned home Monday.

Mrs. L. C. Devore was very much delighted, on Mother's day, to receive a greeting from her grandson, Malcolm Devore, by radio from a steamer in the mid-Pacific, the young man being on his way to Japan with a baseball team from the California State university which is on a two months' tour of the Orient.

Mrs. J. J. Hedden, her daughter, Mrs. Clarence Hoover and the latter's daughter, Mrs. V. E. Burson and two little sons, all of Salem, were here from Friday last until Tuesday visiting relatives and friends. These people were former resident here.

The Union Oil company is reported to have leased a plat of ground located on the east side of the railroad depot where buildings and tanks will be erected in the near future, for distribution of their products.

G. V. Sanders, who has been employed for some time past in a garage at Eugene, visited over last week-end with his family here, returning to his wor kMonday morning.

FREE COPCO MOVIE SHOW TONIGHT

Much interest is being shown in the free motion picture exhibition to be staged at the Moose hall tonight through the courtesy of The California Oregon Power company. This novel entertainment will feature a new film produced by the General Electric company, showing the details of electric refrigeration as used in the popular new G. E. refrigerator. In addition there will be several reels of "Copco Current Events" and a good comedy film, as well as a number of musical selections. The entire program promises to be not only interesting but highly entertaining, and a large number of local people plan to attend.

EXPERT GIVES NEW MENUS TO LOCAL WOMEN

Roseburg husbands will be eating delicious frozen delicacies before long as a result of culinary lessons given at the Copco electric store this week under the direction of Mrs. M. R. Hare, national representative of the Charles B. Knox gelatine company of Johnstown, N. Y.

Yesterday and today the store was filled to capacity with interested women who came, saw and ate crisp salads, frozen desserts and confections prepared by Mrs. Hare who used General Electric refrigerators in all demonstrations.

Classes are conducted daily, the hours being from 2:00 p. m to 4:30 p. m.

Today's menu consisted of orange jelly with cheese dressing, grapefruit appetizer and other new delicacies. Each day the menu is varied.

The California Oregon Power company extends an invitation to all southern Oregon women to visit their store and benefit by the free demonstrations. A modern cook book will be given to each visitor.

NOISE-PROOF ROCK

MIAMI, Fla.—A porous rock found in this state is being experimented with in constructing sound-proof rooms. It is filled with small cavities that are said to soak up sound waves. The pores of the stone prevent sound waves from reflecting back and forth, and subdue harsh sounds.

LEGAL OPINION BACKS MAYOR MUNICIPAL ROW

(Continued from page 1)

street commissioner, city attorney and city engineer that there is no provision that these particular officers shall hold office until their successors are appointed and qualified," the opinion given by Attorney Riddle states. "It must also be noted that the word "may" is used, while in that part of the section that applies to the appointment of a marshal the world "shall" is used. This clearly indicates to my mind that the intent of the framers of the charter was to leave the question of appointment of the street commissioner, city attorney and city engineer to the discretion of the mayor and that the mayor has the right to say whether or not such offices are necessary in carrying on the affairs of the city. Section 7 also contains the further provision that such officers when once appointed and confirmed 'shall hold their office at the will of the common council'.

Council to Confirm

"This same provision also appears in section 8, which gives the common council power to appoint in the same manner such other officers as they may deem necessary. The word 'may' and the provision that they shall hold their office at the will of the common council appear in both sections 7 and 8 and clearly shows, in my judgment, that a common council, which has confirmed the appointment of such officers, has the right, during the term of that particular council, to say when the services of such officers are no longer necessary, and can, at any time they see fit, during the term of that particular council, dispense with the services of such officers, but they cannot by their acts take away from any subsequently elected mayor and council the right to exercise their judgment as to whether such officers are necessary."

The opinion continues by quoting several cases to show that the use of the word "may" gives permissive authority and does not imply an absolute duty.

"The question then arises," the opinion declares, "as to whether or not these particular officers, not having been re-appointed by the present mayor and confirmed by the present council, hold over until their successors are appointed and qualified.

Claims Offices Vacant

"It is my opinion," Attorney Riddle states, "that they do not, and that their term of office expired at the same time as the term of the power that appointed them expired."

In support of this contention Attorney Riddle quotes twelve decisions in which this issue is involved, and in which courts have declared that where no fixed term of office is provided the term ends simultaneously with that of the body making the appointment.

"Having arrived at the conclusion that Mr. Frew and Mr. Worthington are not legal officers of the city," the opinion continues, "the next question to be determined is, whether or not, they having rendered services to the city, the city is liable to pay to them the salary attached to the office of street commissioner and electrical inspector. It is my opinion that both Mr. Frew and Mr. Worthington, under the circumstances which exist, are what is termed in law de facto officers.

Not Entitled to Pay

"In the case of Smith vs. Jefferson, 75 Oregon, page 186, Judge Harris in his opinion defined a de facto officer as follows: 'Stated broadly, a de facto officer is one who has the possession of an office and performs the duties thereof under the color of right without being actually qualified in law so to act.'

"The law is well settled that a municipal corporation is not legally liable to a de facto officer for his salary, nor can such officer maintain an action against a municipal corporation to recover such salary. So far as I have been able to find the decisions are practically unanimous on that question."

The opinion quotes several of the decisions bearing on the issue of de facto officers.

"In conclusion," Attorney Riddle states, "I will state that it is my opinion that there is no legal liability on the party of the city of Roseburg to pay the salary of Mr. Frew as street commissioner or Mr. Worthington as electrical inspector."

CHARLES HAMILTON DIES AT OAKLAND

Mr. Charles Lewis Hamilton, a resident for the last 26 years of Oakland vicinity, passed away at his home yesterday at noon after a long illness. He was born on September 2, 1857 in Micon, Mo., and came to this state from Kendrick, Ida., locating on his present farm home. On January 14, 1879, he was married to Miss Addie Valentine who survives him and the following children, Mrs. Leona Parks, Leland, Ida.; Mrs. Allie Clump, Pullman, Wash.; Mrs. Jessie Enos, Spokane, Wash.; Mrs. Della Miller, Pullman, Wash.; Carner Hamilton, Oakland, Ore.; Mrs. Ruth Ellison, Roseburg, Mrs. Hazel Goodman, Coquille, Ore., and one sister, Mrs. Nannie Hogue, Orofino, Ida. Mr. Hamilton was very active up to several years ago when he received a stroke. He was well known and highly respected citizen. Services will be held in the Christian church in Oakland on next Saturday afternoon at 2 p. m. Interment will taken place in the I. O. O. F. cemetery. H. C. Stearns of the Douglas Funeral Home is in charge of funeral arrangements.

She may be missing a lot

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A Tire for Every Car—for Every Use—for Every Purse

SIZE	Wear-well Balloon 10,000-Mile Guarantee	Western Giant Standard Rib-Tread 15,000-Mile Guarantee	Western Giant New Center-Traction 18,000-Mile Guarantee
29x4.40 (4.40-21)	$ 5.28	$ 6.25	$ 7.45
30x4.50 (4.50-21)	6.10	6.95	8.25
29x4.75 (4.75-20)	6.85	8.30	8.95
30x5.00 (5.00-20)	7.65	8.95	10.25
31x5.00 (5.00-21)	7.85	9.35	10.65
30x5.25 (5.25-20)	8.80	10.25	11.80
31x5.25 (5.25-21)	8.95	10.55	11.95
30x5.77 (5.77-20)	10.45	.....	12.65
32x6.00 (6.00-20)	11.80	13.75	15.60
33x6.00 (6.00-21)	11.95	13.95	15.95
32x6.20 (6.20-20)	.....	.....	17.80
33x6.75 (6.75-21)	.....	.....	21.25

SIZE	Wear-well Cord 10,000-Mile Guarantee	Western Giant Passenger Car Type 16,000-Mile Guarantee	Western Giant Extra Heavy Truck Type
30x3½ Cl. Regular	$ 4.65	$ 5.35	.....
30x3½ Cl. Oversize	4.95	5.85	$ 8.90
30x3½ SS Oversize	5.75	6.95	.....
31x4 SS Oversize	7.95	9.25	.....
32x4 SS Oversize	8.25	9.85	13.85
33x4 SS Oversize	8.95	10.45	.....
32x4½ SS Oversize	10.95	13.65	17.90
33x4½ SS Oversize	11.35	13.95	18.75
30x5 SS Oversize	.....	.....	21.85
33x5 SS Oversize	.....	19.45	23.65

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29x4.40 Balloon	$4.78