

Portland Labor Press

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PROTECTION FOR RETAILER.

The rapid growth and development of trades unions throughout the country has opened a question in industrial economies that was hardly considered a few years ago by men who entered commercial pursuits. The only factor that materially concerned the enterprising manufacturer years ago was to secure his business by government protective measures against foreign competition, and the only disadvantage was equal opportunity in the home market for those who chose to launch into a similar enterprise. Subsequently this difficulty was overcome by merging the trusts regulated the output, the market price of the article, and the cost of its production. In other words, the wages of the producer was fixed by his employer who again fixed the price of the article the producer consumed. The injustice of this necessitated an equalizer which appeared in the form of trades unions. The strength and permanency of the latter is now conceded by industrial authority, which must be recognized in all commercial negotiations. The manufacturer has been the first to read the signs of the times and shrewdly insured himself against possible loss from strikes by shouldering the burden upon his patrons. In nearly every contract of considerable proportions today the manufacturer has inserted a "strike" clause which relieves him from responsibility in case of a difference of this character. The clause protects the manufacturer, but not the retailer. In these days of demand for union-made goods, the middle man may be left with a large stock of "unfair" goods on his hands.

A plan has been suggested by President G. Y. Harry, of the Oregon State Federation of Labor, that will give equal protection to the retailer, and at the same time will materially assist in reducing the liabilities of disagreements between the factory hands and their employees. Mr. Harry's scheme is a fair proposition, and has been submitted by letter to Samuel Gompers, president of the American Federation of Labor, for his approval. The letter is as follows:

Portland, Or., Nov. 24, 1902.

Mr. Samuel Gompers, 423 G Street, Washington, D. C.:

Dear Sir and Brother—I wish to place before you a plan which I believe is fraught with great good to the trade union movement. The present custom followed by the manufacturers in placing their goods on the market, in order to spur their agents or retail dealers to more strenuous efforts in pushing their sales, is to make yearly contracts with prices dependent upon quantity of goods handled. The enterprising dealer is ready to make these agreements and some of them run for a period of years, entailing upon the agent certain amounts of advertising of the special goods. Now, the manufacturer safeguards himself by a strike clause which shuts off the agents supply of goods and leaves no recourse to the agent for the loss of business or the money expended in building up the same; while at the same time, through no fault of the agent by reason of a strike in the factory of the mill, the goods have become unfair and his business is injured and sales are stopped. Should the manufacturer anticipate that there is likely to be trouble with his employees, he will make a big stock of goods ahead so that he may shut down and freeze out the workers, and under the contract with the dealer force him to accept the amount of goods contracted for under the agreement.

The strike clause placed in these agreements is one-sided, relieving the seller from any failure but compelling the dealer to accept the product as long as the manufacturer can furnish the goods, whether fair or unfair, salable or unsalable. Why should not the merchant or agent place a clause in these agreements giving them the right to terminate the contract when the goods become unfair to organized labor?

The manufacturer or jobber cannot deny the merchant or agent this right, as it is absolutely fair and no more than what they have always exacted. How many of our committees from city central bodies are met by the merchant with the statement: "I must take these goods, fair or unfair. I have contracted for them, and must pay for them." It is the disposition of organized labor to avoid working an unfair injury to any dealer and while many of them are honest in their statements, others take advantage of this disposition in order to continue their relations with their wholesaler. If the clause referred to above is placed in these agreements, giving the agent the right to abrogate same when goods become unfair, it would have the effect of deterring the manufacturer or jobber from permitting strikes or inviting unfair conditions.

With the beginning of the year new agreements of this character will be made, and I believe if every city central body would publish the fact to their business people that they must by an agreement protect themselves from unfair goods, and that hereafter organized labor will not respect such contracts after products become unfair, they will

very quickly demand the clause referred to above. With all the dealers demanding this clause, it will become the custom and be universally adopted, much to the benefit of organized labor.

Fraternally submitted, G. Y. HARRY, President Oregon State Federation of Labor.

NO PRIVATE SETTLEMENT.

It looked as if the anthracite coal controversy would be settled early in the week by a conciliation conference between the mine operators and representatives of the miners. It is said the proposition was presented to the board of arbitrators by the operators and agreed to by the miners' attorneys. Mr. Mitchell and party were called to Washington Tuesday, and November 28 was the date arranged for final negotiations. During the meeting Tuesday, while those in conference were discussing detail, word was received from the operators that they had changed their minds and would continue the case before the commission. It seems that the independent coal operators took issue with the railroad companies upon settling the difficulty outside of the court, and forced their point. This puts the railroad officials in a bad light, as they have gone squarely back on their word. It appears now that the independent operators were not consulted by the railroad operators in the plan to effect a settlement outside of the court, and seeing it placed them at a disadvantage, they compelled the railroad operators to "tote" fair with them, as they had stood in with Baer and his crowd all through the strike. The result has raised a difference between the railroad coal companies and the independent operators, but it cannot be regarded as serious. The railroad companies have simply conceded a point to the independent operators, who are practically subservient to the railroads. It looks very much as if the independent operators are not so much afraid of being exposed as the railroad companies. While conciliation settlements are to be preferred in industrial differences, there is no doubt that the majority of trades unionists throughout the country prefer the continuance of the case before the board of arbitration. The facts will then be made known and the situation relieved of many uncertainties. Mr. Mitchell and his attorneys met the operators Tuesday by invitation, and since the meeting for Friday has been called off, they say they are satisfied for the matter to be thoroughly threshed out before the commission. It only means a little delay in the settlement.

THE DRYDOCK CASE.

The drydock case was heard Wednesday before Judges George and Frazer in Department No. 4. The plaintiffs made a strong point in the allegation that the Port of Portland Commission had exceeded its authority in granting a contract for the building of the drydock outside the boundaries of the port, and by the examination of witnesses established beyond a doubt that irregularities had been permitted by the board in granting of the contract. It was evident that Wakefield had been shown a few courtesies by the board that the other bidders had not. Whether it was for "the sake of a friend" that Mr. Wakefield secured the contract was not clearly shown, but rumor has it so.

The defense took the position that the law did not define the duties of the commission in the construction of the dock. They held that the board was given the authority of discretion, and they had not exceeded the law when they exercised it in this case. They also attempted to show that the real cause why they sanctioned the building of the dock at Vancouver was on account of high water. They contended that there was no safe site within the port, and in fact tried to show that there was none at all.

The Labor Press will publish in full the proceedings of the case, as it is a live issue of interest to organized labor. While it will be impossible to publish the entire report, it will be continued in each issue until finished. The readers of the Labor Press can then understand for themselves how the interests of the community are being subverted by men who represent them in public office. The whole thing can be summed up in a few words—"Favoritism, and opposition to organized labor."

The people of California are incensed over a perpetual injunction issued by Judge Buckles, of Solano County, against the striking tanners of Benicia, and the sentiment is gaining such a hold that there is good prospect of an anti-injunction bill being passed at the coming state Legislature. The restraining order was issued at the instance of the operators, and prohibits the strikers from even persuading or talking to the nonunion men. The opinion is most sweeping in its effect, and was made when there was not, nor had there been, disturbances of any kind. It seems that the order was simply an arbitrary act on the part of the court to put the strikers at a disadvantage. Mayor Crooks, who is cashier of the People's Bank, says of the strikers and the injunction: "Nothing in the nature of a breach of the peace or interference with the rights of any individual could be charged against any of the men now out on strike. They are an orderly and respectable lot of citizens. I know many of them personally, and can vouch for their character. I am sure that Judge Buckles must have been misled as to the conditions here in Benicia. Had he been acquainted with the simple truth he would have realized that injunction proceedings were entirely unnecessary and would have thrown the application for the order out of court."

The Labor Press is highly gratified by the action of the American Federation of Labor in its convention at New Orleans in re-electing the old executive board. The reports of the officers show unprecedented growth and activity in the labor circles, that will be taken up in the Press in a subsequent issue. Mr. Gompers and his associates have directed the policy of unionism along conservative and advanced lines. While some complain that the administration has been too much so, still there has been no ground lost by radical or rabid action. In the hands of the present officers the destinies of organized labor are safe.

A special election will be held in the city of San Francisco on Tuesday, December 2, 1902, for the purpose of voting upon the proposal to issue bonds in the sum of \$700,000 for the purchase by the city of the Geary-street railroad. The labor unions of that city, through their central body, are urging members to cast their ballots in favor of municipal ownership of street railways.

At the Palace Hotel a few nights ago Congressman-elect William R. Hearst gave a banquet to 257 employees of the Examiner staff in celebration of the attainment of the 100,000 mark in the circulation of the paper. Mr. Hearst thanked his employees for their co-operation in making the great daily the success that it is.

A SENSATION.

The sensation of the proceedings of the arbitration commission was sprung on November 19, when counsel for the mineowners announced to the commissioners that the coal trust has been violating the laws of Pennsylvania for 27 years.

John J. Murphy, of Scranton, one of the legal representatives of the miners, arose after President Mitchell had been excused as a witness and asked permission of the commissioners to read to them a provision of the statutes of the State of Pennsylvania which makes it necessary for the coal companies to weigh coal as a basis of payment to miners instead of paying them by the car, as is done now. The weighing of coal is one of the demands of the miners. This statute, which was enacted in 1875, is as follows:

"That all persons, partnerships, associations and corporations engaged in the mining of anthracite coal in this commonwealth shall provide and maintain at each of their mines or collieries standard and lawful scales for weighing the coal mined therein; and each and every miner's coal shall be separately and accurately weighed on said scale before said coal is dumped and taken from the car on which said miner has loaded it in the said colliery or mine, and a separate and accurate account shall be kept by all said persons, partnerships, associations and corporations of the number of pounds of coal mined by each miner as aforesaid; and the miners in each mine shall have the right to employ at their expense and keep a weighmaster at each of said scales to inspect said scales and also keep an account of the number of pounds of coal mined by each miner. That if any said persons, partnerships, associations or corporations shall neglect or refuse to comply with the provisions of this act, he or they who neglect or refuse shall forfeit and pay for every day this is not done the sum of \$100, the same to be sued for and recovered in an action for debt in the court of common pleas having jurisdiction of the territory in which said mines or collieries may be situated. And provided further, that the provisions of this act shall not apply to or embrace any persons, partnerships, associations or corporations that shall by any contract agree with his or their miners in any of said mines or collieries otherwise than is provided in this act, for the compensation of mining the same, and no penalty provided therein shall apply to such persons, partnerships, associations or corporations so contributing or agreeing."

The effect of the introduction of this fact was undoubted. The commission themselves were dumfounded. Chairman Gray finally said to Mr. Murphy: "This law certainly must have been repealed, else it would not have been so generally violated."

Mr. Murphy explained that he had failed to find anywhere that the law had been repealed. The thirty able legal representatives of the coal trust were unable to show that the law had been revoked, and were also unable to explain why their companies could flagrantly violate this law. After the adjournment Attorney Murphy and President Mitchell explained to the representative of the Hearst newspapers that there were no reasons why the law should not be operative at this time.

President Mitchell and Attorney Murphy will make this discovery a feature of the summing up of the case of the miners.

Nipped in the Bud.

The day that the Union Pacific machinists' strike began, June 30, information was given out at the company's headquarters that the first of a big order of new engines would begin arriving the last week in July. But July and August and September passed, and no new engines arrived. Finally new ones began arriving in pairs, and strikers who saw them pronounced them Southern Pacific models with Union Pacific letters painted on instead.

Action was promptly taken to secure proof on this point, and it found true beyond question, to order a sympathetic strike of the Southern Pacific shopmen.

The Brotherhood of Boilermakers and Iron Shipbuilders was most active, and was first prepared to extend the war. John McNeil, grand president of that brotherhood, furnished to several strike leaders at Omaha, copies of a portion of a letter from E. H. Harriman, in which he expresses surprise that such a thing could have happened, and asserts that he has given positive instructions to the president of the Union Pacific and the vice-president of the Southern Pacific that no Southern Pa-

cific engines must hereafter be supplied to the Union Pacific.

The Union Pacific received eight of the engines, however, before an understanding was arrived at with Mr. Harriman.

LABOR NOTES.

The strikers in the glove factory at Kewanee, Ill., have started a co-operative factory.

Rochester, N. Y., is starting the co-operative movement by the establishment of a shoe store under that system.

In Beaver Falls, Pa., machinists who have been on a strike for three months have won shorter hours and better wages.

The Burlington & Missouri River Railroad has increased the wages of the switchmen of its system to the Chicago scale. The Illinois Central Railroad also advanced the wages of its switchmen to the same scale.

Five hundred Union Pacific switchmen were granted an increase of 12 per cent in wages on the 15th, which makes the scale the same as that recently adopted in the Chicago yards. The new scale extends to the switchmen of the entire system and is effective at once.

It has transpired at a meeting of the New York Central Federated Labor Union that a certain wealthy man in that city is considering the plan of erecting a large building fitted primarily for meeting rooms for labor organizations. The plan is understood to include the erection of a temple of labor, centrally located, and abundantly equipped for its purpose.

Twenty-five hundred trainmen in the employ of the Union Traction & Consolidated Street Railways are to receive an increase in wages of more than 10 per cent, dating from September 15, according to the findings of a board of arbitration which made its report November 6, after having had the demands of the street-car employees under consideration for nearly two months.

At a meeting of the Astoria Federation of Labor, November 3, it was decided to nominate officers for the city election, and a convention of labor unions will be called for Friday evening, November 21, for the purpose of nominating four Councilmen and one City Attorney. J. E. Welch was endorsed for mayor of Labor Commission. His name to be submitted to other councils in the state.

The New York Central Railroad recently has increased the wages of some 15,000 men in its employ from 8 to 13 per cent. The increase adds nearly \$1,000,000 a year to the payroll of the company. Three reasons are given for the policy of the road: The increased cost of living; the wish of the management to equalize wages on all parts of the system; and the company's desire to recognize faithful and efficient service.

The switchmen on the Michigan Central Railroad in the big yards between Detroit and Chicago, and at junction points in Michigan, have been advancing the scale of wages, to take effect December 1. The new scale affects about 500 men and means an increase to the company's pay roll of about \$500 a month. The increase was given voluntarily to make the scale commensurate with that paid by Chicago railways.

The Electrical Workers, of San Francisco, Oakland and surrounding towns, have completed negotiations with the various electric light companies with a view to a material improvement in their wages. The linemen of Local 151 have secured \$3.50 for an eight-hour day. The trimmers, station and service men of Local 284 have had their hours reduced from 10 to eight, with no reduction of wages, the trimmers receiving besides 25 cents per day advance.

Fourteen hundred men in the station and station agents, have been granted a 10 per cent increase in wages. The signing of the agreement, the telegraphers won a decided victory, as it was generally understood that the railroads of the country viewed any concession to the Southern Pacific employees as detrimental to them. The wages of dispatchers, station men and telegraphers run from \$7.50 to \$14.00, and the new schedule will benefit every one on the Pacific system.

WHY MEN JOIN UNIONS.

Men join labor organizations with different objects in view; some with selfish ends and motives, others with the intention and desire to better their condition, to elevate mankind, and educate themselves on the social and economic questions of the day. Some join so that they may have the name of being members and have the privilege of working on union jobs; others that they can carry a union working card and proclaim themselves loudly in public to be upholders of the union and fighters for right and justice, so that they may prove to some political leader that they belong to an army whose vote has a telling effect on the destinies of the nation when properly used. Such men as the latter are very poor union men, and as a rule are always behind in their dues, seldom or never attend the meetings, do not know what is going on in the labor world, become indifferent, and finally drop out altogether. Yet they call themselves union men and glory in what they have done in the past.

Let me remind them that "it is not what we have been, but what we are," that counts these days. When we join a labor union we should be determined to live up to the promises we made, to do our part faithfully and well, to assume some of the responsibilities of the organization, to ease the burden of the officers, to give our advice on questions of importance as they come up, and, above all, to attend the meetings regularly, and see that business is transacted in a proper manner. In this way a labor union can be built up to be a power whose influence will be felt, whose character will be respected, and whose standing will be acknowledged superior to all other organizations. We should hold our unions in the highest esteem, and take a pride in belonging to them. The kickers, the grumblers, the dissatisfied, and the stay-aways should be dealt with liberally, allowed to vent their grievances when present, encouraged to attend the meetings as often as possible, and so weaned from their mean ways that they will finally admit they were in the wrong, and so make a new start. Remember, "It is never too late to mend."—Frank Duffy, in Tobacco Worker.

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