

THE ST JOHNS REVIEW

Published Every Friday

By McKROON & MARKLE.

Subscription rates, \$1.00 per year in advance.

Advertising rates, \$1.00 per inch per month.

Job Printing executed in first-class style.

Office of the Review, St. Johns, Oregon.

THE REVIEW is entered at post office in Saint Johns, Oregon, as mail matter of the second class under the Act of Congress of March 3, 1879.

Official Newspaper of the City of St. Johns.

Phone East 6186.

FRIDAY, JUNE 21, 1907.

According to an old almanac published in 1837 there is to be 'no summer in the year 1907.'

In failing to catalogue and index Orchard's crimes, McParland, Pinkerton's hired man, made a mistake.

It will pay every taxpayer to carefully read the Pacific Telephone and Telegraph franchise printed in this issue.

Marshfield and North Bend are flirting with a good thing in showing indifference to the proposed railroad from Roseburg.

This explaining of the Japanese street brawl by the metropolitan press of the country is getting to be a trifle monotonous.

While The Review does not give a continental whoop whether the saloons keep open Sunday or not, it would like to inquire the reason of District Attorney Manning's suddenness in playing to the galleries.

The average man cannot afford to employ a physician for every slight ailment or injury that may occur in his family.

What will be the result when the railroad building is finished a year hence and the thousands of unskilled workmen are forced to seek other occupations?

One of the most unaccountable things occurred last Monday evening in St. Johns.

That man Parrish, who is assessor at Seattle, has been doing something that is likely to be copied by other officials who have jobs in the same line.

Subscription Notice.

Wanted.

NOTICE OF SALE.

BUILDING FOR SALE.

\$300 Takes It.

For Sale.

For Trade.

Hotel For Sale.

To Exchange.

Colic and Diarrhoea.

Spoiled in Transmission.

Arctic Birds.

The Widow He Married.

Heat Near the Equator.

Prayed For More Snakes.

In a rural town in Michigan lived a family named Beaver noted for their hardness in all manner of naughtiness.

Left It All to Noah.

A LARGER DOCK.

From a remark made by a councilman who has been very active in politics and who is looked upon as authority as to what the council will or will not do, there is no doubt but that the Marine Iron works will be presented with the valuable strip of water frontage it desires near its plant.

The present council going to throw this opportunity away?

A majority of the present council was elected two years ago on a platform declaring that no streets should be given away.

Another plan is to 'lease the street for manufacturing purposes.'

It might be well to state that The Review bears no ill will towards the Marine Iron works.

But is the city council going on record as a catspaw to take valuable chestnuts out of the fire for any avaricious concern or person that seeks to acquire something for nothing?

Every Man His Own Doctor.

What will be the result when the railroad building is finished a year hence and the thousands of unskilled workmen are forced to seek other occupations?

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THE PHILANTHROPIST.

Mis Persistent but Futile Efforts in First Aid to the Injured.

The philanthropist immediately went downstairs and out into the street.

He would also understand perfectly the sentiment of a Sunday hat. I believe in savages myself.

Left It All to Noah.

A good story is told with reference to the publication of a certain Biblical dictionary.

What's the news up your way, neighbor? No news, eh?

Presently a thought struck the visitor.

Neighbor John has a cow that has five calves.

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Left It All to Noah.

WHY WE DO SOME THINGS.

Certainly Not Because We Look Pretty When We Do Them.

He does it because you must positively do something when you meet a lady or your whole civilization goes to pieces.

In so far as the bourgeois thinks it more important to wear a Sunday hat than a becoming hat he is perfectly right.

Left It All to Noah.

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PROPOSED ORDINANCE NO.

An Ordinance Granting to the Pacific Telephone and Telegraph Company its Successors and Assigns, the Right and Privilege to Continue to Maintain and Operate Its Present Telephone and Telegraph System, to Erect and Maintain Such Additional Poles and Wires as May Be Necessary for Its Telephone and Telegraph Business, and Maintain and Operate an Underground Telephone and Telegraph System for the Period of Twenty-five Years, In, Under and Upon the Streets, Alleys and Public Highways of the City of St. Johns, State of Oregon, and to Exercise the Privileges of Operating Telephone and Telegraph Instruments Within Said City of St. Johns, Oregon.

The City of St. Johns does ordain as follows:

FRANCHISE—DURATION OF.

Section 1. There is hereby granted by the City of St. Johns, State of Oregon, upon the considerations and conditions hereinafter set forth, to the Pacific Telephone and Telegraph Company, a corporation organized and existing under the laws of the state of California, and to its successors and assigns, for a period of twenty-five years from and after the date of the passage of this ordinance, the right and privilege to continue to maintain and operate its present telephone and telegraph system within the said city of St. Johns; to erect and maintain and operate such additional poles and wires and other apparatus for its said telephone and telegraph business, and to maintain and operate its wires and other conductors for its said telephone and telegraph business in underground conduits or pipes with the necessary man holes and other appliances in and under the streets, alleys and public highways of the city.

CONSTRUCTION.

Section 2. Said grantee, its successors and assigns, may construct the said underground system under the supervision and direction of the city engineer, or such other board or official of the city of St. Johns as may be lawfully designated, as fast as is reasonable and practicable, and shall, within a period of six months from the passage of this ordinance, equip and thereafter maintain in the said city of St. Johns, all of the streets, alleys and highways of the city, in such form and detail as said city engineer may require and approve in writing, and all relocations and changes shall be indicated hereon.

PLACING OF POLES.

Section 3. The said grantee, its successors and assigns, may, under the direction of the city engineer, or such other official or board of the city of St. Johns as may be lawfully designated, make all necessary excavations in any of the said streets, alleys or public highways for the purpose of erecting and maintaining poles or other supports for its wires or conductors and for repairing the same; and for the purpose of laying, repairing and maintaining poles and other supports for its wires or conductors therein.

DAMAGES, FRANCHISE NOT EXCLUSIVE.

Section 8. Said company, its successors and assigns, hereby agrees and covenants to indemnify and save harmless the City of St. Johns against all damages, cost, and expense whatsoever to which said city may be subject in consequence of the acts or neglect of said company, its agents or servants, in any manner arising from the rights and privileges granted it herein by the city.

ACCEPTANCE AND BOND.

Section 4. Within thirty days after this ordinance shall be enforced, the said grantee shall file with the recorder of said City of St. Johns its acceptance in writing of all the terms and conditions of this franchise, and also a bond in the sum of two thousand dollars, with two sufficient sureties, to be approved by the mayor, and conditioned that each and every street, alley, highway or any portion thereof, that may be disturbed or provisions of this ordinance, shall be replaced and put in as good order and condition as the same was before it was disturbed or torn up, and be thereafter maintained for a period of one year, and further conditioned that said grantee will faithfully keep and perform every term and condition imposed upon it by this ordinance.

OBSTRUCTION OF STREETS.

Section 5. Nothing in this ordinance shall be in anywise construed as to in anywise prevent the proper authorities of the said city of St. Johns from sewerage, grading, planking, paving, repairing, altering, or doing any work that may be desirable on any of the streets, alleys or public highways of said city, but all such work shall be done, if possible, in such manner as not to obstruct, injure and prevent the free use and operation of said telephone and telegraph system of said grantee, its successors and assigns.

CONDITIONS OF GRANT.

Section 6. The rights and privileges granted by this ordinance are granted only upon the conditions hereinafter stated and upon the following considerations, viz:

1. That during the life and operation of this franchise the city of St. Johns shall have the right and privilege to suspend and maintain on the poles placed by said grantee, its successors and assigns, in the streets, alleys and highways of said city, any and all wires which said city may require for fire alarm and police telegraph service free of charge to said city.

2. That said grantee shall establish and maintain during the continuance of this franchise a rate of ten cents for the first minute of conversation and five cents for every minute thereafter.

3. That said grantee shall during the continuance of this franchise furnish to said City of St. Johns free telephone service upon the following terms: one telephone in the office of the chief of police, one telephone in the office of the chief of the fire department, one telephone in the residence of the chief of police, and one telephone in the residence of the chief of the fire department.

4. In further consideration for the franchise, right and privilege hereby granted, and as a condition thereof, said grantee, its successors and assigns, shall pay into the treasury of the City of St. Johns, on the first day of the month next succeeding the date of the acceptance of the terms of this ordinance by the grantee herein, the sum of one hundred dollars, and thereafter, the sum of one hundred dollars per year for each and every year during the existence of this franchise, it being agreed that the consideration aforesaid shall during the term of this franchise be in lieu of all licenses or other payments which might be imposed upon the grantee herein, for the privilege of conducting a telephone and telegraph business in said city, making and collecting rates, owning and maintaining and operating all necessary appliances and apparatus therefor within the limits of the streets, alleys and highways of the city, except the ordinary taxation of its real and personal property used in the exercise of its said privilege and business.

5. The wire supplying the city hall shall be introduced into the building by a conduit to the main trunk and from that point be carried over the building, said telephones to be connected with the exchange of said grantee. It is understood and agreed, and the uses and services herein provided for, are upon the express conditions that said city will not use or permit to be used upon any of the circuits furnished or supplied under the provisions hereof any telephones or telephone apparatus except those furnished by the grantee herein, nor will said city connect, nor permit the same to be connected, or used with any telephone or telephone line apparatus or exchange except those of said grantee. Provided, that during the existence of this franchise, the grantee, its assigns shall not charge or collect any higher rental for telephones than the maximum rates now collected.

POLES, KIND AND REMOVAL OF.

Section 7. The poles used by the grantee, its successors and assigns herein, shall be so far as practicable, of the same size and height, shall be painted, and the city shall have the right to order the displacement of any pole or poles which shall at any time be obnoxious to the sightliness of the city or which shall become dangerous to the traffic of the city. Whenever it shall be necessary in grading any street or alley or public highway of said city or in building any sidewalk or making any other improvement thereon, to remove any pole or poles belonging to said company or on which any line or lines, wire or wires, belonging to said company shall be stretched or fastened, the said company, its successors or assigns, shall upon receiving twenty-four hours' notice from the city engineer, or such other official or board as the council or law may designate, remove such pole or poles, and if said company, its successors or assigns, upon such notice shall neglect or refuse to remove such pole or poles, then said pole or poles shall be removed by the city engineer or such officer or board as the council or law may designate, at the expense of the company.

DAMAGES, FRANCHISE NOT EXCLUSIVE.

Section 8. Said company, its successors and assigns, hereby agrees and covenants to indemnify and save harmless the City of St. Johns against all damages, cost, and expense whatsoever to which said city may be subject in consequence of the acts or neglect of said company, its agents or servants, in any manner arising from the rights and privileges granted it herein by the city.

REPEAL.

Section 9. All of the rights and franchises heretofore granted to said grantee, or now owned by said grantee within the City of St. Johns, or under which said grantee is now operating, or could at the present time operate, in any part of the City of St. Johns, and all acts and ordinances in conflict with this ordinance are hereby repealed.

TAKES EFFECT WHEN.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

Approved:

Recorder.

Published in the St. Johns Review June 21 and 28, 1907.

IN THE CIRCUIT COURT OF THE STATE OF OREGON, COUNTY OF MULTNOMAH.

Mary Hogan, Plaintiff vs. Mary Hogan, Defendant.

In the name of the State of Oregon; You are hereby summoned and required to appear and answer the complaint filed against you in the above entitled suit on or before the 31st day of August, 1907, which is after six weeks have expired from the date of the first publication of this summons.

First insertion June 21, 1907; last insertion August 2, 1907.

H. DESJARDIN, Attorney for the Plaintiff, 414 Chamber of Commerce.

Now is the time to bring in your Printing