

THE ST. JOHNS REVIEW

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BY MARKLE & BYERLEE.

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W. E. BYERLEE, Associate

FRIDAY, MARCH 26, 1909.

Work for a Greater St. Johns.

Read a few of the provisions of Lack of space forbids us publishing the Corrupt Practice Act in this issue. Lack of space forbids us publishing it in full.

Wonder whose cut the Oregonian secured in Tuesday's edition with the name J. F. Hendricks underneath? It was certainly far from resembling in any manner the countenance of our worthy townsman.

Portland is launching a strong movement for half a million population by 1912. According to Folk's directory manager its population is now about 255,000, and it is believed by many of the business men of that city that twice that number will be confined within its borders in three years. If it does, and there are many good reasons for the belief that it will be so, the East Side will come in for at least 80 percent of the increase. If St. Johns is not at that time a part of Portland, its population should at least be 10,000 in 1912.

J. F. HENDRICKS



Candidate for Mayor

Is distinctively a Western man. He went to Montana when quite a young man 25 years ago; was county commissioner for four years in Ravalli county, in that state, and served as a member of city council in the city of Hamilton, Mont. He resided for nearly 20 years in Montana, 17 of which were spent in the same county. He resided in Idaho for five years and served as mayor of Mackay; for

It certainly augurs well for the future welfare of St. Johns when its citizens get together and cast all partisanship, strife, factional differences and turmoil aside and join hand in hand in building for a greater and more glorious St. Johns. The mass meeting in the Woodmen Hall Monday evening did more to strengthen the feeling of good fellowship and cement the citizens together with one common purpose in view than anything that has yet taken place in this city. And there can be no question that the people of St. Johns were well represented at this convention. Citizens from all walks of life were there, and if any did not harmonize with the proceedings they were strangely silent and the mass of people knew it not. While the ticket nominated may not have met with the entire approval of many, it was necessary for harmony's sake to make concessions on both sides. If the ticket selected is elected the faces of Aldermen Windle, Bonham, Miller and Hunter will be absent from the Aldermanic body when the new council is organized. These men are all good, faithful officers and have served their city honorably and well. Mr. Windle was especially fine on street work. With a long and thorough experience on the making of first class thoroughfares "Billy" as he is familiarly known was in a class by himself. Possessed of good judgment, sound sense and ever honorable and upright, his successor will have a difficult task to perform if he succeeds as well.

Mr. Bonham has carried into the council chamber the same careful methods in the conducting of municipal affairs as was the means of establishing and making such a splendid success of his private business. Conscientious, unassuming, painstaking and scrupulously honest, his place can never be filled in a more satisfactory manner.

Messrs. Miller and Hunter have also performed their tasks in a pleasing and careful manner. They have tried to do their duty in all things pertaining to city government and have succeeded admirably. Better men are hard to find, and they can retire for a season feeling that they have performed the duties of their offices honorably and well.

We have followed these gentlemen week in and week out through the various vicissitudes and perplexing problems that from time to time confront the city fathers, and we can attest that they have ever been on the side of right as we saw it, and the city is vastly richer in more ways than one through their connection with the city council.

Of Mayor Brice, who retires with the good will and best wishes of every one, there is nothing to say except what is good. He presided

PROPOSED ORDINANCE NO.

AN ORDINANCE GRANTING TO THE PORTLAND GAS COMPANY ITS SUCCESSORS OR ASSIGNS, A RIGHT TO LAY PIPES AND MAINS IN, ALONG, UPON AND UNDER ANY AND ALL STREETS, AVENUES, LANES, ALLEYS, SQUARES AND PUBLIC PLACES, INCLUDING BRIDGES, IN SAID CITY OF ST. JOHNS FOR THE PURPOSE OF CARRYING AND DISTRIBUTING GAS FOR ILLUMINATING, HEATING AND KINDRED PURPOSES INTO THROUGH AND THROUGHOUT THE CITY OF ST. JOHNS, AND TO SELL, SAID GAS TO THE INHABITANTS THEREOF, AS WELL AS TO SAID CITY OF ST. JOHNS, OREGON, AND ALSO TO OWN, MAINTAIN AND OPERATE A PLANT FOR THE MANUFACTURE OF SAID GAS.

The city of St. Johns does ordain as follows:

Section 1. That there be and is hereby granted to the Portland Gas Company, a corporation organized and existing under the laws of the State of Oregon, and its successors or assigns, the right, privilege and franchise of laying mains and service pipes in, along, upon and under all streets, avenues, lanes, squares, public places, and bridges, and the right, privilege and franchise of maintaining and operating a system for the purpose of supplying and selling said city of St. Johns and the inhabitants thereof with gas for illuminating, heating and kindred purposes, and the right, privilege and franchise of erecting and operating a plant for the manufacture of gas, and all rights, privileges and franchises granted to, or conferred upon the Portland Gas Company, its successors or assigns by this Ordinance, shall continue to exist and remain in full force and effect for a period of twenty-five years from the date that this Ordinance becomes a law.

Section 2. This franchise is granted to the Portland Gas company, its successors or assigns, on the condition that the said company shall charge for gas furnished to the inhabitants of the said city of St. Johns, a sum which will not exceed One Dollar and Twenty Five Cents per one thousand cubic feet of gas, providing said charge for gas, a paid in advance, shall be collected by the said company within ten days after the date of each month following that in which said gas is supplied, and if not so paid at said time and place, an additional charge of five cents per thousand cubic feet may be exacted. The said company will furnish the city of St. Johns, if it shall require same, in any of its public buildings, or in its streets or public places for illuminating, heating and other purposes, gas, at a price not exceeding the price to be charged to the inhabitants of said city of St. Johns; that when the population of the city of St. Johns shall exceed 30,000, the price per thousand cubic feet to be charged for gas shall not exceed the price charged therefor in the city of Portland, Oregon.

The said Portland Gas company, its successors or assigns, in consideration of the franchises, rights and

tributions of said gas for, in and through said city, shall begin within thirty days after the acceptance of this franchise, and if actual construction has not been begun within thirty days from the acceptance of this franchise, unless delayed by judicial acts, strikes or causes not the fault of the grantee, the council of the city of St. Johns hereby reserves the right to forfeit the franchise hereby granted; the Portland Gas company, its successors or assigns shall have its mains and pipe lines laid and be distributing gas therethrough within one hundred working days from the date of its acceptance of the franchise hereby granted, unless delayed by judicial action, strikes or other unavoidable causes, on the streets of said city as follows: From the City Limits on either Dawson street or Willis Boulevard to Brunswick Avenue, hence on Columbia Boulevard to Jersey street hence from Jersey street to its crossing with Burlington and upon failure to do the Council reserves the right to forfeit the certified check for \$5000 hereinafter referred to, and within one year from the date of its acceptance of said franchise laterals on the streets of said city as follows:

On Jersey street from Burlington to St. Johns Avenue.

On St. Johns Avenue from Edison to Lively street.

On Catlin street from Edison to Lively street.

On Fessenden street from Edison to Lively street.

On Chicago street from Edison to Portland Boulevard.

On Tacoma street from Edison to Jersey street.

On Burlington street from Crawford to Jersey street.

On John street from Crawford to Willis Boulevard.

On Richmond street from Crawford to Columbia Boulevard.

On Tyler street from Willamette Boulevard to Dawson street.

On Buchanan street from Willamette Boulevard to Dawson street.

On Charleston street from Willis Boulevard to Portland Boulevard.

On Oswego street from Willis Boulevard to Portland Boulevard.

On Alloghaney street from Willis Boulevard to Portland Boulevard.

On Lehigh street from Willis Boulevard to Portland Boulevard.

On Newport street from Willis Boulevard to Portland Boulevard.

And be it further provided that if the Portland Gas company, its successors or assigns, shall fail to complete the laying of such gas mains and laterals and be able to supply gas therethrough to the said city of St. Johns and the inhabitants thereof, and to expend \$20,000 in the construction of said gas mains and the connection of said gas mains and gas pipe system with the gas mains of East Portland Gas Light company within one year from the date of its acceptance of this franchise, the Council shall have the right, power and authority to forfeit the certified check for \$5000 hereinafter referred to. That Portland Gas Company, its successors or assigns shall within ten days after the acceptance of this franchise furnish to the city of St. Johns a certified check in the sum of \$5000.00 to be drawn in favor of the city of St. Johns and deposited with the city recorder. That if said Portland Gas

company, its successors or assigns shall expend not less than \$4,000 per year in operating said system, maintaining said gas supply and extending said gas mains and system in said city of St. Johns.

Section 3. All gas mains or pipes for conducting gas which may or shall be laid by said Portland Gas company, its successors or assigns pursuant to the provisions of this Ordinance must be laid in such manner as not to damage the streets or any property public or private, and where the streets are dug up for the purpose of laying or repairing pipes, the work must be done under the supervision and to the satisfaction of the superintendent of streets, and such streets and other property must be left in as good condition as they were before such digging, and all damages caused thereby must be repaired and kept in repair for one year by and at the expense of said Portland Gas Company, its successors or assigns, and the opening of streets and repair thereof shall be done in accordance with the general rules and regulations that the said authorities may from time to time adopt in respect thereto, and the said Portland Gas company, its successors or assigns shall furnish a good and sufficient bond in the sum of \$500.00 running to the city of St. Johns and deposited with the Treasurer of said city as surety for and conditioned upon the fulfillment of the provisions of this section 3.

Section 9. That said Portland Gas company, its successors or assigns, shall have and are hereby required to file in the office of the city recorder of the city of St. Johns a map or plat showing the definite location of the gas pipe system and gas mains in and throughout the city within thirty days after same is completed and installed and shall thereupon also furnish to the city a map or plat of any and all changes there.

Section 10. The Portland Gas company, its successors or assigns shall lay all pipes including both laterals and gas mains at least 20 inches below the grade of the street where such grade is established, and where such grade has not been established, then the city engineer shall furnish the grade.

Section 11. Portland Gas company, its successors or assigns shall be deemed to have abandoned all rights and privileges conferred by this Ordinance unless it files written acceptance of this franchise within 30 days after this Ordinance shall be in force.

Section 12. That upon the expiration of the period for which the franchise is granted, the city of St. Johns reserves the right at its election and upon payment thereof of a fair valuation thereof to be made and determined as hereinafter provided, to purchase as an entirety and take over to itself the said gas pipe system, gas mains and property appertaining thereto and plant referred to herein, if any, of the said Portland Gas company, its successors or assigns; provided, however, that before the city shall have authority to purchase or take over such gas pipe systems, property, etc., the question whether or not the city shall acquire or take such gas pipe system or property shall first be submitted to the electors of the city at the regular election for city officers next preceding the expiration of the period for which this franchise is granted. In determining the valuation of said property to be purchased and taken over to the city, there shall be excluded therefrom any value of franchise or rights of way derived from the city of St. Johns to maintain and operate such property, but there shall be included in such valuation the value of all works, structures, buildings, pipe systems, and gas mains laid in, on, along, upon and under the streets, avenues, lanes, alleys, squares and public places of the city, and material and property which said Portland Gas company, its successors or assigns, may have put into, upon, over, under or along the streets, avenues, lanes, alleys, squares and public places of the city. The price or valuation to be paid by the city of St. Johns for said property shall be fixed and determined by three arbitrators, one appointed by the common council of the city, another appointed by said Portland Gas company, its successors or assigns, and the third appointed by the two so chosen; and the decision in writing of said three arbitrators or a majority of them, made in duplicate, and signed by them, one delivered to the Mayor of the city and the other to said Portland Gas company, its successors or assigns, shall be final and binding upon the parties, and said price and valuation shall be paid to said Portland Gas company, its successors or assigns, and upon the payment by the city to said Portland Gas company, its successors or assigns of such price and valuation so determined as aforesaid, said property so valued, purchased and paid for shall become the property of the city of St. Johns by virtue hereof and payment therefor as aforesaid. If the city of St. Johns shall elect not to acquire said property, or shall not purchase the same, and the city shall elect to grant a new or additional franchise, in lieu of the expiring or expired franchise granted by this Ordinance, and application be made by said Portland Gas company, its successors or assigns for such new or additional franchise, and in that case said Portland Gas company, its successors or assigns shall have the first and preferential right to take and receive such new or additional franchise, and if the said Portland Gas company, its successors or assigns, do not take such new or additional franchise, but the same is, after their election not to take the same, granted by the city to any corporation, association or individual not then holding a franchise from said city for the manufacture and sale of gas therein, then and in that case such corporation, association or individual taking such new or additional franchise, shall in addition to the compensation to be paid to the city for such new or additional franchise, pay to said Portland Gas company, its successors or assigns, or to the city of St. Johns, in trust, for said Portland Gas company, its successors or assigns, at or before the time such new or additional franchise takes effect the fair and equitable valuation of the said property of said Portland Gas company, its successors or assigns, which the city by this section reserves the right to purchase and take over, the valuation thereof and price to be paid therefor, to said Portland Gas company, its successors or assigns, to be fixed and determined in the same manner

NEW TOWNSITE

Valley Vista

25 Minutes to Chamber Commerce

On west side, no bridges to cross, and located on United electric line that runs from Portland to Hillsboro.

50x100 Lots, \$40 and Up

The very finest soil, station on the ground, telephone service, lots cleared and in cultivation, good school and located in the famous Tualatin valley where everything will grow. Very finest strawberry land.

For Ten Days Only

These lots are offered at \$1 down and \$1 per week. Several of these have already been spoken for and the tract will not last long.

SMITH-WAGONER CO.

333 Chamber of Commerce



There is a Hat for you at the Vogue Millinery--FOR YOU. Don't fail to come and get it

40x100 lot and this 4 roomed house for \$1175--\$50 cash and \$12 per month.



Four Room Bungalow.

A beautiful 4 room bungalow, having living room, kitchen and 2 nice bed rooms, with closets to each; all interior to be finished in natural wood and hard oil and walls to be plastered; also has nice porch on front; has water and electric lights, located on a nice 40x100 lot only 4 blocks from car line and 1 block from graded high school at St. Johns, on 5 cent car line; price \$1175; \$50 cash, balance \$12 per month.

SMITH-WAGONER CO.,
333 Chamber Commerce.

M. S. COBB 101 Jersey St. ST. JOHNS

SPECIALS! SPECIALS!
HOSE!

250 pairs Children's Ribbed Hose, worth 20c per pair; special price 4 pairs for 25c.

LACE REMNANTS

250 Bolts at 10 cents a bolt

SILKS

75c values, for 7 days only 45c a yard

\$25 REWARD

as in this section above provided for finding and determining the price and valuation of said property in case of same.
Passed by the council this....day of 1909.
Approved by the Mayor this....day of 1909.
Attest: Mayor.
Recorder.
Published in the St. Johns Review, March 19 and 26, 1909.
Any one desiring to have spading done should call up Richmond 1851.

Will be given for the recovery of two brass cylinders, weighing 340 pounds, which were placed on the Portland & Suburban Express Co.'s car at Portland Dec. 4th, but was abstracted therefrom before the car reached St. Johns.
Portland & Suburban Express Co.
St. Johns Water Works & Light- ing Co.
The Thimble Club met with Mrs. J. Hiller last evening.

YOUR HOME Built according to your own plans in EAST ST. JOHNS

Can be had in the new restricted building district for a few hundred cash and balance on easy monthly terms. Streets graded, water, lights, car service and stores.

TALK IT OVER with any agent in St. Johns, or agent on tract.
Phone Richmond 601

25 years he has been an active fireman, and for two years has been a member of the St. Johns Fire department. He has been present at every fire since that time and never received a cent for his services, nor did he expect to. Throughout his official life his acts have always been clean and his methods honorable and upright. No stigma of any nature is attached to his record, and the people of St. Johns can make no mistake in electing him Mayor.

A vote for J. F. Hendricks for mayor is a vote to make St. Johns greater.



Since spring is opening up in good shape, it would be wise to look well to the quality of the meat you are using. A good diet guarantees good health, and if your meat is lacking in quality your health must suffer in consequence. In the spring time the blood needs the very best nourishment to aid it in casting off the accumulations and impurities that the body has absorbed during the winter season and meat is the great body builder. New tissues replace the old, new blood assembles itself and the body is practically made anew in the spring time. Therefore it behooves the public to know beyond a shadow of a doubt that their meats are only of the best.

BITGOOD & COLE

Carry only this kind in stock, and no person can go wrong by purchasing this great body builder from them. If you are not already a patron of their market, give them a trial order.

Work for a Greater St. Johns.

with dignity and grace and was very faithful in his attendance. His counsel on all matters was sound, careful and accurate, and he guided council over many vexatious and trying experiences with a master hand. A feeling of mutual good fellowship has ever been prevalent in the council chamber the past year, and to Mayor Brice is accorded the credit for maintaining this happy state of affairs. His record as mayor will go down in the annals of St. Johns' history as one of the wisest and best ever recorded, and he can retire from public life with an unblemished record and a feeling of supreme satisfaction over his official career.

With the platform of "A Greater St. Johns" it was eminently fitting that J. F. Hendricks should be nominated for Mayor since Mr. Brice declines to serve further. No better booster, no man with the interests of the city more at heart, and no man who would give more of his time and money for furthering the progress of St. Johns is confined within the boundaries of this municipality. Ever ready to push and aid any public enterprise, with a confidence in St. Johns that is unbounded, a business judgment that is particularly valuable to the transaction of municipal affairs, of an optimistic nature and genial disposition, he will enter upon his duties if elected untrammelled by any promises or attached and subservient to any faction or body of men.

Of the new men slated for Councilmanic positions we have but little to say at this time. With the exception of Mr. Cobb, than whom there is no better man anywhere, our acquaintance thus far is limited, but their real worth is fully attested to by those who know them well, and the city has nothing to fear from placing them in charge of municipal affairs. Of the candidates for reelection we will have more to say anon, but they are all good.

privileges granted by this Ordinance and as compensation for same, and in addition to the rate for gas hereinafter made and provided for, shall pay to the city of St. Johns the sum of One Hundred Dollars yearly during the term for which this franchise is granted. Each of the annual payments of money required by this section shall be made by the Portland Gas Company, its successors or assigns to the Treasurer of the city of St. Johns, who shall issue his receipt therefor, which said receipt shall be a full acquittance to said Portland Gas company, its successors or assigns of such payment. Should the said Gas company its successors or assigns fail or neglect for ten days after the same becomes due and payable after written notice from the city of St. Johns to pay same, to pay any of said annual payments as compensation as provided for in this section, the city of St. Johns shall have the right to collect such over due payments from said Portland Gas company, its successors or assigns, by suit or action and shall have a lien upon said gas plant and mains for the payment of same. Each of said annual payments shall become due on the first day of December each year. The Portland Gas company, its successors or assigns, in addition to the compensation above stipulated for shall furnish and supply the City Hall in the city of St. Johns with gas free of charge for both illuminating and heating not exceeding 60,000 cubic feet per annum. That the said gas shall contain not less than 575 B. T. Units per cubic foot, and the illumination shall be not less than 17 candle power.

Section 3. The Portland Gas company, its successors or assigns, shall furnish free service pipes connecting the mains with the meters on application of property owners desiring to have and use gas on their premises, wherever the mains of the company shall be laid, provided that said meters when situated on the premises of consumers are not a greater distance than 30 feet from the outer curbing or curb line next the street, and if a greater distance than 30 feet, such service piping in excess thereof to be paid for by the consumer.

Section 4. That the work of installing and laying such gas system and mains for the conduct and dis-

company, its successors or assigns shall within one year from its acceptance of this franchise install and lay said gas mains, laterals and gas pipe system, and shall connect same with the gas mains of East Portland Gas Light company, and be able and ready to supply said gas in the said city of St. Johns, and the sum of \$20,000 has been expended in the construction of said gas pipe system, laying said mains and connecting same with gas mains of East Portland Gas Light company as required herein, then said check shall be returned to said Portland Gas company, its successors or assigns, otherwise said check shall be forfeited as above stated and become the property of the city of St. Johns; and if said check be not so deposited within said time the Council of the city of St. Johns shall have the right to forfeit the franchise herein granted without the intervention of any Court.

Section 5. In the event that said Portland Gas company, its successors or assigns shall fail to maintain said gas pipe system in good order and repair, or shall fail to provide a reasonably sufficient service in the supplying of gas for domestic or other purposes at any time during said term for which this franchise is granted, the Council for the city of St. Johns, may after the refusal of said grantee its successors or assigns to commence such remedying within a period of thirty days after written notice on the part of the city of such delinquency of ordinance, to declare all rights and privileges granted forfeited and thereby revoke all rights and privileges contained herein.

Section 6. That in all outlying and sparsely settled districts of said city of St. Johns, and where the population is insufficient to justify said company in laying gas mains thereto, residents of such districts may procure an extension of gas mains thereto and a supply of gas, by entering into contract in writing with said company, said contract to be secured by a good and sufficient bond to be approved by the company, binding themselves to consume annually not less than five hundred feet of gas for each dollar expended by the company in extending said pipes and mains into said districts.

Section 7. That said Portland Gas