

# LOTTERY OF MARRIAGE

**W. H. Sanford Didn't Draw a Blank But Probably Wishes He Had**

## THREE FILED TUESDAY

**More Divorce Suits Started By Mismatched Couples—May Bowen Cruelly Beaten She Says.**

W. H. Sanford, according to the complaint in the divorce suit filed by his attorneys, Dimick & Dimick, would have been better off if he had drawn a blank in the matrimonial lottery, rather than a prize that, whatever else may be said against her, is surely not a blank. However she is one who makes frequent use of language, according to his story, that can only be indicated in a daily paper by blank lines, owing to a rule of the postoffice department relating to the transmission of obscene or indecent matter through the mails.

This wife's name is Laura B. Sanford and she and the plaintiff were unhappily married in Oregon City, Sept. 20, 1904, and she has since that date led him a merry dance. W. H. spends his working hours on steamboats as pilot, mate, etc., and his leisure hours seeking his wife among the demi-monde of the fair but wicked city of Portland. Why he searches for her one cannot understand, for when he meets her she greets him with a torrent of obscene curses that would make a country corner loafer turn green with envy.

Sanford says she ran a pretended rooming house at 401 1-2 Morrison street in 1905, that was in reality a sporting house. She abandoned the plaintiff at Sacramento, Cal., Oct. 15, 1905, and has since continued to live apart from him. She claims like an eel to a rock to life insurance policies on his life for \$5000, and he wants them cancelled, intimating they prevent so big a temptation to her that his life is in danger.

## HUSBAND EARNS \$250 GIVES WIFE NOTHING.

Caroline Jones asks for divorce from Frederick N. Jones on grounds of desertion. They were married at Portland, Nov. 21, 1901, and she says he deserted her on Dec. 5, 1905, since which time she had to support herself and their child, a boy now four years of age. She wants the custody of the child, the right to resume her maiden name, Caroline Griffith, and an order compelling her husband to pay a suitable sum toward the maintenance of the child. The husband earns from \$150 to \$250 a month, the complaint states.

## Blackened Her Eyes.

May Bowen charges that her husband, J. J. Bowen, commenced to abuse her shortly after they were married at Salt Lake, Utah, striking her in the face and on the body; that on Nov. 10, 1906, he beat her with his fist until her eyes were blackened. He cursed her, she says, and called her a "whore," which he knew was untrue. She professes to be in bodily fear of him but states that she has never forgiven or condoned any of his offenses. She is a resident of Clackamas county, prays for a divorce and to be allowed to resume her maiden name, May Courtney. There are no children.

## Marriage Licenses.

May 13.—Gussie Kelm and Frank E. Smith.

## ADJUDGED INSANE.

Mrs. Nellie Blanchard Knox of near Clackamas station, aged 36, brought to Oregon City Monday evening, was adjudged insane and committed to the state asylum. She was taken to Salem Monday night. The cause of her affliction is hereditary and her condition was truly pitiable.

## MAKING RAILWAY TIES ON THE SANDY

Fourteen miles south of the mouth of the Sandy river, railway ties are dropping into the swift current of the stream at the rate of one every few seconds from the flume that leads back to the Fox saw mill, formerly the Bramhall mill plant. The ties are floated down the Sandy river to Troutdale, where they are caught in a boom and scooped out of the water by means of an automatic machine, whose long arms pick them up and whisk them up the incline to the bank, where they are piled up awaiting shipment to all sections of the country.

Seventy thousand ties will be made

at the Fox sawmill this season. Four other mills, too, are working along the Sandy, turning out ties, which will be floated down to Troutdale for shipment. It is estimated that more than 250,000 ties will be cut on the Sandy within the next few months. All bear the mark of their makers, so they can be segregated at the end of the river voyage. Some will be stranded on the shallows and along the banks of the river, but men will follow them from the sawmills and start them anew on their voyage to Troutdale. Few, if any, will be lost.

The whole country along the Sandy river, formerly heavily timbered, is being rapidly denuded of its forest growth by the sawmills cutting railroad ties. Every tree that can be turned into ties is being cut for some one of the five sawmills along the river. The value of the railway ties is considerable, the railroads paying about 50 cents each for them. The land from which the timber is being cut is well suited for agriculture and will be valuable when cleared.

## SHERMAN INVITED FOR DECORATION DAY

Although two joint meetings of Meade post, G. A. R., and Mead corps, W. R. C., have been held for Decoration day arrangements, nothing has been definitely settled for the day. Judge G. B. Dimick was invited to act as president of the day and City Attorney J. U. Campbell as marshal, but neither was able to accept. Father Sherman, who was asked to deliver the address, has not been heard from.

In County Assessor, J. A. Nelson's, office, Saturday evening, several committees were appointed, among them: On hall decorations, Daniel Williams and H. Blankinship; band, James Nelson and J. A. Tufts; program, Mrs. George A. Harding.

## WHO STOLE THE NETS?

Sunday afternoon Nick Storey, a well known fisherman had two of his largest set nets stolen from him. Some of the fishermen are of the opinion that the nets were stolen by some of the Portland fishing parties who have been trolling near the falls for the last week, but Mr. Storey thinks that some of his friends are trying to play a trick on him. He says that if the nets are returned to him, he will not prosecute the guilty parties.

## Notice of Street Improvement.

Notice is hereby given that that portion of Ninth Street of Oregon City, Oregon, lying between the East line of Water Street and a point on said Ninth Street 150 feet west of the West line of Main Street will be improved according to the established grade thereof. Said street improvement will consist of the laying of crushed rock or gravel on said street the full width thereof between curbs, and by the laying of sidewalks, curbs, and gutters, and by grading said street according to the established grade thereof.

This notice is published pursuant to an order of the Council of Oregon City, made at a special meeting of said Council held May 11th, 1907.

By order of the Council of Oregon City.

W. A. DIMICK, Recorder.

## Ordinance No.—

An ordinance to amend sections 1, 4 and 5 of Ordinance No. 205, entitled "An ordinance to provide for the erection, care and removal of telephone, telegraph and electric wires and poles." Approved November 19, 1897.

Oregon City does ordain as follows: Section 1. It shall be unlawful for any person, persons or corporation to erect poles or stretch wires or cables in, on, under, over or across any of the streets, alleys, bridges, public ways or public grounds within the corporate limits of Oregon City for any purpose whatsoever, except in pursuance of a permit from the committee on streets and public property.

Such permit to be granted only to persons, firms or corporations having franchises allowing him, them or it the privilege, and in accordance with laws and ordinances governing the same.

Section 2. That section 4 of Ordinance No. 205, be, and the same hereby is amended to read as follows:

Section 4. All poles erected for the purposes set forth in this Ordinance shall be of cedar and not less than forty feet long, provided that in the residence portion of the city the said committee on streets and public property, in their discretion may designate a shorter length but not less than thirty-five feet, and shall not vary more than six inches from the perpendicular; said poles shall be cleared of all bark, dressed or shaved smooth, and otherwise present a neat appearance; and shall have two coats of paint when put up, and shall be repainted once in every two years thereafter a dark green color. No wire, wires or cables shall be stretched or suspended on any pole less than twenty-eight feet above the ground or established grade of the street.

Section 5. That section 5 of Ordinance No. 205, be, and the same hereby is amended to read as follows:

Section 5. Any person, firm or corporation, or their agents or employees, who shall violate or fail to comply with any provision or requirement of this Ordinance, shall upon conviction

thereof before the mayor or recorder, be fined in any amount not more than one hundred dollars, or by imprisonment in the City Jail not more than fifty days, or both fine and imprisonment, and said pole, poles, wires or cables removed by the committee on streets and public property, at the expense of said person, firm or corporation; provided, however, that any person, firm or corporation owning or having control of any poles, wires or cables mentioned or described in this ordinance, upon whose agent, manager or assignee or employee, notice has been given or served to comply with any provision of this ordinance, who shall fail or neglect to comply and perform what is necessary to be done in the premises within ten days of the date of such notice shall be considered as waiving further notice, and said poles, wires or cables shall be removed by said committee at the expense of said person, firm or corporation, without further notice or action.

Read first time and ordered published at a special meeting of the Council of Oregon City, held Saturday, May 11th, 1907, and to come up for second reading and final passage at a special meeting of said Council to be held Saturday, May 25th, 1907, at 8 o'clock p. m.

By order of the Council of Oregon City.

W. A. DIMICK, Recorder.

## SUMMONS.

In the Circuit Court of the State of Oregon for Clackamas County. Clarence F. Higbee, Plaintiff, vs. Grace O. Higbee, Defendant.

To Grace O. Higbee, the above named defendant: You are hereby required to appear and answer the complaint filed against you in the above entitled Court and cause on or before the 28th day of June, 1907, and if you fail to appear and answer, for want thereof, the plaintiff will apply to the Court for the relief prayed for in the complaint, to-wit: for a decree dissolving the bonds of matrimony existing between you and the plaintiff, upon the grounds of desertion.

This summons is published by order of Grant B. Dimick, County Judge of Clackamas county, Oregon, and said order was made and given by him on the 15th day of May, 1907, on account of the absence of Judge of said Circuit Court for said County and District, and said order is made returnable to the Circuit Court of Oregon, for Clackamas county. The first publication of this summons is made on the 17th day of May, 1907, and the last publication is the 28th day of June, 1907.

D. M. DONAUGH, Attorney for Plaintiff.

## SUMMONS.

In the Circuit Court of the State of Oregon for Clackamas County. V. Vincent Jones, Plaintiff, vs. Sallie W. Jones, Defendant.

To Sallie W. Jones, the defendant above named: In the Name of the State of Oregon, you are hereby required to appear and answer the complaint filed against you in the above entitled cause within six weeks from the date of the first publication of this summons upon you, to-wit: within six weeks from the 17th day of May, 1907, and if you fail to answer for want thereof the plaintiff will apply to the Court for the relief demanded in the complaint, to-wit: for a decree of divorce dissolving the contract of marriage now existing between you and the plaintiff.

This summons is served upon you by publication by order of the Hon. Grant B. Dimick, county judge for Clackamas county, Oregon, which order is made and dated the 14th day of May, 1907, and prescribes that this summons be published once a week for six weeks. The date of the first publication of this summons is May 17th, 1907, and the date of the last publication of this summons is June 28, 1907.

ROGER B. SINNOTT and LORING K. ADAMS, Attorneys for Plaintiff.

## Ordinance No.—

An ordinance providing for the time and manner of improving Madison Street of Oregon City, Oregon, from the North line of Third Street to the South line of Fifteenth Street.

Oregon City does ordain as follows: Section 1.—The proposed improvement of that part of Madison Street of Oregon City, Oregon, lying between the North line of Third Street and the South line of Fifteenth Street shall be completed within 120 days after the signing of the contract by the parties thereto, due notice thereof having been given by publication of notice as will more fully appear by proof thereof duly presented and filed in the office of the City Recorder.

Sec. 2.—The improvement shall consist as follows:

**Grading.** The grading will consist in clearing the surface of the street of all obstructions, including trees, stumps, roots, brush, logs, timbers, planks, sidewalks and cross walks not on grade and otherwise in good condition. If such obstructions are not removed by owners of the adjacent property within five days after having been notified to do so by the Superintendent of Streets, they shall become the property of the contractor and shall be removed by him.

The full width of the street will be graded down or filled up to the subgrade as given by the city engineer; said sub-grade shall be eight (8) inches below the finished surface of the street at the center and six (6) inches below at the curbs, after being thoroughly sprinkled and rolled. When the street is at sub-grade, the surface will be wetted down and thoroughly rolled with a road roller of not less than ten tons in weight. Care must be taken to preserve the proper crown to the street and all soft spongy or sunken places that may appear during the process of rolling will be refilled with dry earth, sand, gravel or

crushed rock and the street again rolled as before until a hard even surface is secured. Such places as the roller cannot reach will be wetted down and carefully rammed or tamped until thoroughly compacted. The material taken from excavation will be used to bring the street and sidewalk beds to grade when necessary, the remainder will become the property of the contractor and must be removed and disposed of by him. The grading will be measured and estimated in excavation and embankment. Except waste or surplus material which will be measured in excavation only. Borrowed material will be measured and paid for in embankment only.

No allowance will be made for over-haul nor the removal of trees, stumps, roots, logs, walks or other obstructions.

## Fills and Embankments.

No material of a perishable nature will be placed in the embankment. At all points where the embankment is more than two feet high, it shall be supported by a rough dry stone retaining wall, said wall to be constructed in a good substantial manner so as to support the embankment. Where the embankment is on steep ground, if required by the engineer, the contractor will make cross cuts in the surface of the ground before any material for the embankment is placed thereon, so as to prevent the same from slipping or sliding. All retaining wall to be paid for per cubic yard in place.

## Macadam.

On the roadbed thus formed when completed will be spread a layer of clean broken stone free from earth, not less than six (6) inches thick after being thoroughly rolled.

The stones will be of square faced quarried rock, uniform in quality and as nearly approaching the cube in form as possible, of not less than one inch in diameter, nor of greater diameter than will pass through a two and one-half (2½) inch ring. The layer of stone will be wetted down and thoroughly rolled and compacted before the second course or layer is placed thereon.

On the above layer of stone will be spread a layer of screenings in sufficient quantities to fill all interstices and to bring the street to the proper grade after rolling. Such layer of screenings will be thoroughly wetted and rolled until a firm unyielding and thoroughly even surface is secured, which surface will be the finished grade of the street.

Macadam will be measured and paid for per cubic yard in place.

## Drainage.

Small catch-basins or inlets will be constructed at such points as shown on plans or where, during the progress of the work, it may, in the opinion of the engineer or street committee, be found advisable or expedient to place them. Such catch-basins or inlets will be constructed of brick or concrete according to the detailed plans accompanying these specifications. The catch-basins or inlets will be connected with the city sewer system by a six (6) inch vitrified sewer pipe, laid on a regular grade, with cemented joints. Each basin will be provided with a cast iron shoulder plate and grading complete as shown on plans.

Catch basins or inlets will be paid for at the price bid per basin. Sewer pipe will be paid for per lineal foot in place.

Excavating for the catch-basins and trenches for sewer pipe connection will be paid for per cubic yard for excavating and backfilling. For the purpose of computing quantities in excavation for catch-basins, an additional space of four (4) inches over and above the outer dimensions of the basin will be allowed for the forms or for working room.

For the purpose of computing quantities in trenches for sewer connections, a width of trench of twenty-four inches will be allowed. Box drains or gutters will be constructed according to the plans furnished herewith and placed where shown on plans or where, during the progress of the work, it may, in the opinion of the engineer or street committee, be found advisable to place them.

Box drains or gutters will be paid for per lineal foot in place.

## Curbing.

A line of wooden curbing will be placed on either side of the macadamized portion of the street, 12½ feet distant from the center line, except at street and alley intersections. The curb will be four (4) inches thick and sixteen (16) inches deep and will be set vertically on a line with the sidewalk bed as shown on plans, and firmly imbedded in the earth.

At all street and alley intersections the curb will be set on a curve of a three foot and two foot radius respectively. The curbs in all instances to be set on such grades as to conform to the cross section of the street.

## Sidewalks.

Sidewalks will be constructed on either side of the street as follows, to-wit:

The planking will be 1-7/8 inches thick, eight (8) inches wide and six (6) feet long, dressed on the upper surface and laid upon three stringers and a curb. The stringers will be 4x6 inches set on edge and will have a firm bearing in every six feet in length of walk. The planking will be secured by nailed to the stringers and curb by using two 4½ inch nails to each bearing.

At equal distances of not less than ten (10) and not more than eleven (11) feet in length of walk, one plank 15½ feet long will be laid down and securely nailed to the stringers and curb to hold the latter in a vertical position. The sidewalk will be placed two feet from the property line and the space between the walk and the property line, also between the walk and the curb, will be filled in with good earth or a line flush with the top of the curb and the sidewalk sill or stringers. Where the walk is on a grade of steeper than ten percent, the planking will be placed with the dressed side down. Where the walk is on a grade of twelve percent and upwards, every alternate plank will be 2-3/8 inches thick and placed with the dressed side down.

Sidewalks will be constructed on a grade or fall toward the center of the street equal to ¼ inch to each foot in width of walk.

## Cross Walks.

Cross walks six (6) feet in width will be constructed at all street and alley intersections. The cross walks will be placed one inch above grade at the center of the street and flush with the top of the side walk at the curb. Cross walks will be constructed of fir planking three (3) inches thick and twelve inches wide, securely spiked with six inch wire nails to fir sills 4x6 inches, firmly imbedded in the earth. The end of the sills in all cases to be flush with the outer edge of the cross walks. The sills are to be placed under all joints of plank used in cross walks and not a greater distance than seven feet from each other. Cross walks to be laid, conforming to cross section of street except where elevation to admit the passage of water. Cross walks to be constructed as shown on plans.

## Bridges.

A bridge will be constructed on Madison street over the gulch between Tenth and Eleventh streets for which Plans and Specifications will be furnished by the Engineer.

## Masonry.

## Brick Work.

None but the best quality of whole sound perfect shaped bricks burned hard shall be used. All brick to be thoroughly wet by immersion immediately before being laid.

Every brick is required to be laid in a full close joint of cement mortar at its ends, beds and sides at one operation in no case is mortar to be slushed in afterwards. All brick work to be thoroughly bonded.

## Mortar.

All mortar to be composed of the best quality of Portland cement and clear, sharp river sand, free from loam and mixed in the proportions of one part cement and two parts sand. The proportions are to be made by measurement and in no case by approximation.

The mortar must be mixed in a box or on a platform and in no case upon the ground. The cement and sand will be mixed in a dry state and the proper amount of water added afterwards. Any excess mortar that has been standing more than two hours shall not be re-tempered or used in any way.

## Concrete.

All concrete will consist of the following proportions: one part of best quality Portland cement, three parts of clean sharp river sand, three parts of loam, and four parts of clean broken stone or gravel, sufficiently small to pass through a two inch ring. If required by the engineer the broken stone or gravel will be thoroughly washed before mixing. The above proportions will be thoroughly mixed by turning three times dry and twice wetted with water. All mixing to be done in a box or on a platform.

## Transporting Material.

The contractor is required to have the beds of all wagons, carts or other vehicles used in transporting earth, rock or other material to and from the site of the work sufficiently tight to prevent leakage; and to cause all loose material clinging to the beds or running gears of such vehicles to be brushed or scraped off after loading and unloading and take every precaution to prevent the unnecessary spreading of such material upon the streets.

## Lumber and Timbers.

All lumber and timbers used in the work must be of sound fir timber, square edged and free from all large loose or unsound knots, wane edges, splits, and generally free from sap.

## Removal of Rubbish.

All rubbish that may accumulate during the performance of the work or by reason of the work herein provided for shall be removed by the contractor and the street left in a clean and good condition.

## Settlements.

All settlements that may appear in any portion of the macadam or other work before the final acceptance of the work by the city shall be repaired and made good by the contractor at his expense.

## Obstructions to Travel.

The work must be done in such a manner as to obstruct public travel as little as possible. As soon as the macadam is complete it shall be thrown open to travel, but such opening shall not be deemed the final acceptance of the work.

## Classifications.

### Earth—

This will include clay, sand, loam or other earthy material and loose stones containing less than one cubic foot.

### Loose Rock—

This will include all loose stones containing one cubic foot to one cubic yard.

### Solid Rock—

This will include all loose rock or boulders containing one cubic yard and upwards, also all rock ledges or other material requiring to be disintegrated by blasting.

### Superintendence.

All work herein provided for will be done in strict conformity with these specifications and plans accompanying same in a thorough and workmanlike manner to the satisfaction of the City Engineer, and his decision as to the meaning and intent of these specifications, measurements, computations of quantities, the quality of material to be used and all other matters pertaining thereto, whether freely specified herein or not shall be final and conclusive between the parties.

All unfit or condemned material shall be immediately removed from the site of the work. In the event of any workman employed by the contractor refusing to comply with the instructions of the City Engineer or his assistant or the inspector in charge of the work in regard to the removal of rejected material or for doing his work in an unworkmanlike manner shall be discharged by the contractor as soon as notified in writing by the Engineer of such neglect or refusal.

### Responsibility.

The contractor will be required to provide proper barricades and colored lights at all places of danger.

The contractor shall take entire charge of the work during the progress and shall be responsible for any loss, damage or injury to water and sewer pipes to adjacent property, or accidents resulting from blasting

or from any carelessness or neglect in doing the work set out in these plans and specifications, and will hold the city of Oregon City and any and all officials thereof free and harmless therefrom.

The contractor must protect his work until it is completed and duly accepted, and he must repair any damage done to it by freshets, rains or other accidents at his own cost. In case of any accident to water or sewer pipes the contractor shall immediately notify the proper authorities.

### Staking Out Work.

The work provided for under these specifications will be staked out by the City Engineer or his assistants and the contractor will be required to carefully preserve all such stakes set.

### Alterations.

The right is reserved by the city council to make such alterations as may be found expedient during the progress of the work, and in such event there shall be added to or deducted from the contract price such sum as shall represent the cost of such additional or subtracted work to be estimated by the engineer.

The City reserves the right to lay or relay all or any water or sewer pipes or connections during the progress of the work.

### Extra Work.

The contractor shall not be entitled to demand or receive payment for any work as extra work, unless ordered in writing by the Engineer to do the same and at the price agreed upon and named in the written order for such work previous to its commencement.

### Disputes.

All disputes as to the intent and meaning of these specifications shall be referred to the Engineer and Street Committee whose decision shall be final and conclusive.

### Proposals.

Parties bidding on the work provided herein must state in their bid the time required for the completion of the entire improvement as herein specified after the approval of the contract by the Mayor and should the contractor fail to complete the work within the time specified in the said contract the city shall have the right to charge the contractor the sum of five dollars per day as liquidated damages for each and every day that the work shall remain uncompleted after said specified date and such sum shall be deducted from the amount of the final payment.

No proposal will be considered when not accompanied by a certified check equal to five per cent of the total estimate, which check shall be forfeited to the city upon the failure of the successful bidder to execute the agreement provided for herein within ten days after the award of the contract.

Blank forms upon which all proposals are to be submitted will be furnished upon application to the City Engineer.

### Payments.

Monthly estimates of the amount of work completed will be made by the Engineer and an advance payment of eighty per cent of such estimate will be ordered at the first meeting of the City Council thereafter. The remaining twenty percent to be paid in a lump sum within thirty-five days after the final acceptance of the entire contract when completed.

### Bond.

The contractor will be required to furnish a bond with approved security in the full amount of the contract price, conditioned on the faithful and complete performance of the work in accordance with all the stipulations of the contract and within the time named therein.

### Engineer.

Wherever the word "Engineer" is used in these specifications it is understood to refer to the City Engineer or to any Engineer employed and authorized by the city council to superintend such work.

### Committee.

Wherever the word "Committee" occurs in these specifications it shall be understood to refer to the Committee on Streets and Public Property of the City Council of Oregon City.

### Contractor.

Wherever the word "contractor" occurs in these specifications it is understood to refer to the contractor, or firm of contractors, (or any member thereof) or any contractor undertaking the work herein specified.

All the above work and material to be furnished, shall be done and furnished to the satisfaction of the City Engineer.

The City Council reserves the right to reject any and all bids.

Section 3. The committee on Streets and Public Property are hereby authorized to advertise for and receive proposals as aforesaid, and the Mayor and Recorder shall enter into contract with each person, firm or corporation to whom the contracts are let by the City Council for the improvement or parts thereof as specified in this ordinance.

Section 4. Each contract shall contain a stipulation to the effect that the person, firm or corporation to whom said contract is let shall look for payment only to the sum to be assessed upon the property liable to pay for such improvement, and collected and paid into the City Treasury for that purpose, and they will not require Oregon City by any legal process or otherwise to pay the sum out of any other fund.

Section 5. Whereas the condition of said street is dangerous to the health and safety of the city, and its improvement is necessary for the immediate preservation of the same, in the judgment of the Council of Oregon City, Oregon, an emergency exists; therefore this ordinance shall take effect and be in force immediately upon its approval by the Mayor.

Read first time and ordered published at a special meeting of the Council of Oregon City, held Saturday, May 11th, 1907, and to come up for second reading and final passage at a special meeting of said Council to be held Saturday May 25th, 1907, at 8 o'clock p. m.

By order of the Council of Oregon City.

W. A. DIMICK, Recorder.