

# ALTERATION SALE

Men's Clothing, Hats and Furnishings

ON MAY 1 WE ANNEX ADJOINING STORE-ROOM. TO REDUCE OUR STOCK BEFORE TEARING OUT THE WALLS, WE OFFER THE FOLLOWING BARGAINS

## SUITS

SHIRTS, \$1.50 VALUES - - - 95c	\$25.00 Suit \$19.75	SOFT HATS, \$3.00 GRADE - \$1.65
KNITTED TIES, 50c VALUES - 35c	\$30.00 Suit \$23.75	VESTS, \$2.00-\$4.00 GRADE - \$1.15
HALF HOSE, FR. LISLE, 50c VALS, 35c	\$35.00 Suit \$26.75	UNDERWEAR <sup>LACE WEAVE</sup> 50c GRADE, 25c
	\$40.00 Suit \$26.75	

## HEWETT, BRADLEY & CO.

344 WASHINGTON STREET

NEAR GRAND THEATER

### GIVES CITY'S SIDE

T. G. Greene Replies to B. S. Josselyn on Lighting.

### REVIEWS ISSUE IN DETAIL

Chairman of Executive Board Committee Charges Company With Hold-Up That Will Lead to Municipal Plan.

PORTLAND, April 1.—(To the Editor.)—After two months' silence, B. S. Josselyn, president of the Portland Railway, Light & Power Company, if correctly quoted in The Oregonian, March 31, has again resumed public discussion of the city lighting contract, and we have a repetition, in condensed form, of his version of the dispute with the city, which appeared day after day for two weeks in the daily papers during January, as advertising matter.

I had understood from Mr. Josselyn personally that he preferred to negotiate with the city for an adjustment of the controversy, free from acrimony and recrimination, which nearly always attend public discussion of such disputes, but the unfair statement of the issue attributed to him in the interview referred to ought not to pass unchallenged.

"New bills have been asked by the city for lighting," says Mr. Josselyn. "That is true. And the Executive Board took such action on the advice of City Attorney John P. Kavanaugh, concurred in by F. V. Holman, attorney for the power company, who said he voted the desire of Mr. Josselyn, whom he had just consulted by phone."

#### Only Company in Field.

"Your company is the only one that can supply the lighting current. Yes, and Mr. Josselyn is taking every possible advantage of that circumstance. The city must have lights, which are almost as great a necessity as water, and the company is getting the maximum rate by reason of its monopoly. The city is in the position of any other consumer of current and must pay the price or do without."

"I have made all kinds of propositions to the city for a settlement of the trouble," again says Mr. Josselyn, "but I have quit, because our company insists that the old matter be settled before we make concessions in new rates. As the old dispute is still unsettled, we seemingly cannot come to terms." All kinds of propositions have not been made to the city for settlement. Only one kind of proposition has been made by Mr. Josselyn. It has been made in different forms, but in its last analysis it gets back to just what he says, viz: "Our company insists that the old matter be settled before we come to terms." In short, "We, Mr. Josselyn & Company, are the only people; you, the people of Portland, must do business exclusively on our terms or get off the earth. Your city must be lighted. We have the only lights and you will pay our price and pay all our claims, whether just or not, or do without lights."

At a meeting of the executive board in January Mr. Josselyn stated that his company would entertain no proposition whatever for lighting the city which did not include full payment of all disputed accounts on the old contract. And when his position was justly characterized by the members of the board as a hold-up and species of blackmail he retreated behind his board of directors and named William M. Ladd, Theodore B. Wilcox, John C. Alnsworth, Charles F. Swigert, C. N. Huggins and B. S. Josselyn as being responsible therefor.

#### As to Old Contract.

The old contract expired December 31, 1908. Under it the company guaranteed lights of a certain kind, consuming a certain current, having a certain lighting

capacity and affording a certain illumination. The Mayor and board, on what they believed to be reliable information and after careful inquiry, ascertained that the city was not getting either the current, lighting capacity nor actual illumination offered for by the contract. It is possible, of course, that the Mayor and board are mistaken; that they have been misinformed, but when the Mayor questioned two of the officers who thought company they could not or would not give him any information upon the points desired. Whether mistaken or not, the city officials have been and are acting in good faith and upon information not yet refuted. They have audited and paid all of the company's claim that they deemed just. Shall they audit and pay what they honestly believe to be an unjust claim? Would that be giving the city a "business administration"? Is it good business to submit to a hold-up and blackmail? Is it not better to refuse to pay a claim for \$30,000, about which, to say the least, there is a reasonable doubt, and leave the claimant to pursue his remedy in the courts where law-abiding citizens are wont to resort in settlement of differences?

When the controversy first arose the suggestion was made to Mr. Josselyn that the company sue the city for the amount of the deduction from the contract price made by the city for March, 1908, so that the matter could quickly be determined by the courts, and if the decision was adverse to the city's contention the amount withheld would at once be paid and no further deductions made. The Mayor, Auditor and board would then be protected in their action. But Mr. Josselyn said, in effect, that his company would not sue the city; that he had intended, when the city called for proposals for a new contract, to submit a bid at a lower price than the old contract, but if the city did not refund the deductions already made and refrain from making others he would make his bid enough higher than he had intended to make it, so as to cover all deductions, interest, costs, etc. His threat was carried out, for the bid for aerial street lights was \$43 each per annum. Since then he has offered to make it \$58 per annum, if the city will refund the deductions of \$29,227.44.

#### Difference Would Be \$37,000.

The difference of \$5 per lamp on the present installation of lamps is \$3749 per annum, of \$24,420 for a three-year term. But as the installation must be greatly increased, the actual difference would approximate \$37,000. On a five-year contract it would be not less than \$52,500.

The position assumed by Mr. Josselyn and his company, then, is just this: The city must pay \$37,000 more (three-year contract) or \$52,500 more (five-year contract) than a fair profit to the company, as a penalty for holding the city to the terms and conditions of a previous contract.

With all respect due Mr. Josselyn and his board of directors, this is not proper treatment to the city that has granted their affiliated companies such extensive and valuable rights in the public's property. That the city made a virtual gift to those companies of franchises worth several millions of dollars, of course, no ground for the city to demand even a small gift in return. The city asks no gift, but it can, and does, assert the right to rescind all contracts with it and to insist that contracts with it shall be fulfilled. The attempt of this company, by the exercise of a sort of extra-judicial and super-governmental power to force the city to pay its demands, whether just or not, without resort to legal tribunals, places a red-hot argument at the disposal of the advocates of municipal ownership of a lighting plant. In common with most contracts who have studied the subject, I am opposed to the investment of a million dollars or more by the city for a public lighting plant, but the Portland Railway, Light & Power Company is putting in some mighty good blocks to overcome opposition to that plan.

THOMAS G. GREENE,  
Chairman, Light Committee of the Executive Board.

#### ORDER YOUR BUNS TODAY!

It's just as easy and a lot more sure! We want to supply everybody, but we can't do it unless the orders are in ahead of time. Either branch. Royal Bakery.

### DEAL LANE A BLOW

Mayor Loses Fight on Pacific Bridge Company.

### CONTRACTORS TO GET JOB

Street Committee of Executive Board Strongly Favors Accepting \$72,000 Bid for Filling Series of East Side Streets.

The Pacific Bridge Company has won a signal victory over the Lane Administration by securing the recommendation of the street committee of the Executive Board that the contract for the big fill on East Third street, from East Stark street to Hawthorne avenue, be let at the price of \$72,000. The work has been held up by Mayor Lane and members of the street committee for many months, as it was said they expected a lower bid. Five times the Auditor advertised, but the only bid was the one from the Pacific Bridge Company, which was assured by a contractor that a better bid would be submitted, it failed to materialize and because of the urgent demands of the property-owners in the district, the committee recommended the award.

The only large plant in the city, properly equipped for the making of fills, is owned by the Pacific Bridge Company. The large fills on the East Side are all under contract by the company, which has a virtual monopoly of the business. It is said, however, that the price charged by the concern is reasonable although the total is \$900 above the City Engineer's estimate.

Mayor Lane was absent from the meeting when the bid was under consideration. He has opposed awarding the contract to the bridge company, and his influence held back the award until yesterday. It seems evident now that the Mayor will not interpose any further objection, and it is fully expected that the contract will be awarded at the next session of the Executive Board.

Many property-owners in the district affected have strongly urged the awarding of the contract, as they wish to proceed with important improvements. Dr. L. M. Davis appeared before the committee and remonstrated against the character of the macadam pavement on Mason street. The inspectors of the City Engineer's office had certified the work as good and fit for acceptance, but Isaac Sweet, a member of the committee, declared that the inspectors cannot be depended upon, that their reports have been found to be incorrect in many cases. Chris Minsinger, representing the Star Sand Company, the contracting firm, said that Dr. Davis never pays an assessment until his property is ordered sold, and read from the city official paper to prove his assertion. Mr. Minsinger said he knew before the work was begun that Dr. Davis would remonstrate. The committee will make an inspection of the street before taking final action.

#### COUNTY BUSINESS HEAVY

Clerk Field's Report Shows Gain in All Lines.

That the activity in Portland's real estate transactions last month was most marked is shown by County Clerk Field's comparative report for March. The increase over March, 1908, in the number of deeds and mortgages recorded is 27 per cent, 3310 having been received for recording last month, and 2469 in March, last year. An increase of 28 per cent in the number of marriage licenses issued is also shown, while the number of divorces decreased 20 per cent. The number of aliens who sought ad-

mission to citizenship dropped off 20 per cent last month, as compared with the same time in 1908. There was an increase of 20 per cent in the number of cases brought in the State Circuit Court. The complete report, with the exception of the amount of money paid to the County Clerk, this portion of the report not being complete last night, is as follows: Cases in Circuit Court, 1909, 207; 1908, 172; cases in County Court, 96, 57; non-support cases, 7; divorces, 25, 35; marriages, 150, 119; instruments recorded, 3310, 2469; marginal releases of mortgages, 454, 245; amount received for certified copies, \$104.92, \$89.40; articles of incorporation filed, 59, 44; declarations of intention, 39, 111; citizens admitted, 4, 8; issues committed to the asylum, 15, 25; notary commissions recorded, 45, 49; notary certificates issued, 92, 70; liquor licenses issued by county, 1, 1; medical licenses recorded, 9, 7; dental licenses recorded, 1; optometry licenses recorded, 2, 0; station licenses issued, 16, 0; hunters' licenses issued, 23, 42; physicians' certificate issued, 4, 0.

#### PENINSULA ADOPTS MOTTO

Wants Big Share of Portland's Increased Population.

"Energy, Enterprise and Enthusiasm; 200,000 of the 500,000 of Portland's population to be on the Peninsula in 1912. We grow roses. The Peninsula is growing. Come and grow with us."

The foregoing is the motto adopted by the business men of the Peninsula, and will be placed on the envelopes and business literature of all firms in that portion of the city. This motto was adopted at a meeting of the business men of North Albina Wednesday night, held in the office of J. H. Nolte. This meeting was called to consider the part the Peninsula was to have in the campaign for the 500,000 population in 1912. It was an enthusiastic meeting, and it was decided to co-operate with all the civic organizations in the city. S. L. Osborn, secretary of the Rose Culture Club, was present, and he will see that the same motto will be used on envelopes and letter paper used by the members and officers as far as possible. The North Albina Push Club has also adopted the motto and will place it on all letters and envelopes. Residents on the Peninsula will be asked as far as possible to use envelopes and letter paper containing the motto. A very large order for the stationery with this motto was placed this week.

#### Trolley Wires Being Strung.

Operation of the United Railways will be started, it is expected, during the coming week from Portland to Holbrook. The loose ends remaining to be fixed up before cars are run are now being adjusted and it is expected that early next week the road will be in operation. Trolley wires are now being strung and the few remaining details disposed of. Trolley cars have arrived and are being equipped with motors. Chief Engineer Wickersham has been sick with the grip for the past week, but was well enough to return to his office yesterday and immediately took up the matters awaiting his attention. He will go over the line today and will then be able to fix the exact date of the opening.

Webfoot oil blacking (a shoe grease) softens leather, weatherproofs shoes.

#### Brain-fag

has no terrors for the one who eats

#### Grape-Nuts

"There's a Reason"

Read the little book, "The Road to Wellville," in pkgs.

### LIVE WIRES ON STREET

WORKMEN HAVE CLOSE CALL AT SEVENTH AND STARK.

### Passers-By Are Also Sent Scurrying

When Tangled Lines Fall to Pavement.

Live wires, falling on Seventh street, be-

side the Imperial Hotel Annex, which is in process of construction, caused people to scramble for safety yesterday afternoon. Five wires carrying 10,000 volts each burned out with red, green and blue flame, accompanied with a loud sizzling, and dropped to the pavement near some of the workmen who are employed on the building.

With blue flames at their heels, these laborers and a number of passers-by rushed to the opposite side of the street. No sooner had they reached the opposite side than a wire which was stretched across the street dropped, and the fright was increased still more. In their mad hurry to get away they collided with curiosity-seekers who were hurrying to the scene.

As the current was cut off at the station at the time the wires burned out, no damage was done, and soon a force of linemen replaced the ruined wires. It is not known what started the trouble, but it is thought that a piece of baling wire used in the construction of the building was thrown down from the top of the new structure, and that this, crossing the wires, caused a short circuit. The first wires then fell on the others, with similar results. Electric lights, elevators, fire signals and other electrically-propelled devices were out of commission for a time, but were soon started running by a current over other lines. Besides the inconvenience, the damages amounted to about \$20.



is the first terminal site of the UNITED RAILWAYS. For the purpose of acquainting the people of Portland with the topography of BURLINGTON and its environments, we have had prepared for us an elaborate, expensive and very large

## RELIEF MAP

showing every road, every ravine, the right-of-way of the UNITED RAILWAYS, its bridges, trestles and fills, showing every block and every numbered lot. This is the most complete topographical map, made to conform exactly with the contour of the ground, that has ever been exhibited in the City of Portland. This map will be on exhibition at this office all day today and tomorrow. It will be well worth your while to see it, and you are cordially welcome.

## RUTH TRUST CO.

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PORTLAND, OREGON