HARRIMAN PLANS LINE INTO BUTTE

Forms Company and Will Push Surveys Into Country on Which Hill Has Designs.

NEW MOVE MADE IN WAR

Proposed New Road Will Start at Lapwai Junction, Cross Into Montana by Way of Lolo Pass and Thence Run to Butte.

HELENA, Mont., May 6.—Montana is to have a new railroad, according to articles of incorporation filed with the Secretary of State, to be known as the Montana-Idaho & Pacific. Because of its proposed Western connection, it is supposed to be a Harriman property.

The company has an authorized capital stock of $16,000,000 for which a filing fee of $1800 was paid by J. L. Wines, of Butte, who is named as its agent.

The road will run from Lapwai Junction where it connects with the O. R. & N. Company's lines, along the Clearwater, crossing into Montana by way of Lolo Pass, thence through Missoula, Granite, Powell and Deer Lodge Counties to Butte. It will have a total length of 350 miles.

The incorporators are J. H. Richards, of Boise, Idaho; C. E. Chrisman, of Boise, and James G. Wilson, of Portland.

WILL TRY TO BEAT HILL IN

Harriman People Purpose to Push Proposed Line Rapidly.

Original articles of incorporation were filed to secure surveys on the Montana-Idaho & Pacific project some years ago, according to the local Harriman men, and by reason of work not being done on the surveys, the rights of the corporation lapsed.

The present articles of incorporation were taken out to enable the Harriman lines to throw out surveying crews, in view of the activity shown by the Northern Pacific Railway from Stipes along the water grade of the Clearwater River. A direct connection is evidently planned with the O. R. & N. at Lapwai Junction.

It is not known precisely on what route the surveying crews will be thrown out. The Northern Pacific surveys are believed to be along the Lochsa Fork of the Clearwater, through the Bitter Rock mountain reserve to Lolo Pass, and it appears probable this route may be followed by the Harriman lines.

Except along the water grade lines, a railroad is practically impossible, heavily mountainous country prevailing. Railroad men say two practicable routes exist to Lolo Pass, the dividing water range in Idaho, one being up the Middle Fork of the Clearwater, and the other along the Lochsa Fork. Harriman engineers are evidently considering both routes.

A number of crews were recently thrown out and more are expected to follow. Indications are, think local railroad men, that construction is intended to surpass the work along that line being done by the Northern Pacific.

James G. Wilson was sent to Helena by W. W. Cotton, chief attorney for the O. R. & N., and took out the articles of incorporation under the laws of Idaho. Mr. Wilson is a junior member of Mr. Cotton's staff.

BALLASTING WORK RUSHED

Milwaukee Road Prepares to Handle Fall Grain Traffic.

TACOMA, Wash., May 6.—(Special.)—Orders have been issued by officials of the Chicago, Milwaukee & Puget Sound Railroad to rush ballasting work on the line between the Dakotas and the Coast, and hundreds of freight cars are to be taken from the main line now in service and moved westward in preparation for handling the wheat crop this Fall.

Work is being rushed on the local grain warehouses which it is announced will be completed July 1. Thousands of warehouses have been erected by the Milwaukee along the line of its new extension and by private owners and farmers, all being of uniform size and color to conform with the regulations of the railroad.

With the Great Northern Railroad dividing its wheat business between Tacoma and Seattle and the Milwaukee operating its line, local grain brokers estimate that Tacoma's share of the wheat moved to the Coast this Fall will be a third larger than ever before.

"RELIC" NOT APPRECIATED

Tacoma Business Men Want Rusty Boiler Moved From Park.

TACOMA, Wash., May 6.—(Special.)—Failing to regard with reverence unsightly "relics" which were purchased by the Washington Historical Society at a cost of nearly $2000, part of a fund raised by public subscription, Tacoma business men say they will enjoin the society from placing the relics on a pedestal, in Totem Pole Park. The mementoes consist of a huge, rusted, barnacle-covered boiler and a mass of rust-eaten machinery taken from the steamer Beaver, the first steamer to make the voyage around the Horn from New York.

Business men consider the idea that the pile of unsightly junk is sacred ridiculous. Manager Norman, of the Tacoma Hotel, located opposite the park in which it is proposed to place the old iron, has announced that he will take the matter to the courts.

REVIVAL CHORUS FORMED

Evangelist Johnson to Be Assisted by 300 Voices at Albany.

ALBANY, Or., May 6.—(Special.)—Professor L. A. Wegner, of Chicago, who will direct the music at the monster revival services to be held here this month, arrived in Albany yesterday and tonight organized a chorus choir of 150 voices. It is purposed to have 300 singers during the revival.

Rev. R. E. Johnson, the evangelist, will arrive tomorrow and the meetings will begin tomorrow night.

Montesano Short of Rain.

MONTESANO, Wash., May 6.—(Special.)—During the months of March and April there was a total rainfall in this section of 2.75 inches, according to E. L. Wade, who keeps a record of the weather. During these two months there were nine clear days and 42 days without rain, with average temperature of 45½ degrees. The average rainfall for the month of March alone for the last 13 years was 7.55 inches.

PORT MAY ISSUE BONDS

Members of Coos Bay Commission to Organize Monday.

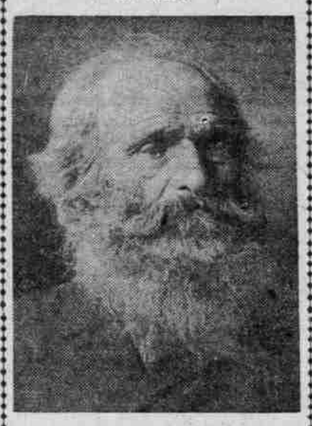
MARSHFIELD, Or., May 6.—(Special.)—The new commission for the Port of Coos Bay, Henry Sengstacken, Dr. E. Mingus, W. C. Harris, W. P. Evans and J. C. Gray, named yesterday by Governor Benson, will hold their first meeting next monday to organize. Two must serve short terms of two years, and they will draw straws to decide.

The commission will not have any money from taxes this year, but the members are empowered to issue a limited amount of bonds to defray expenses and employ any help needed.

Bar Association Formed.

VANCOUVER, Wash., May 6.—(Special.)—Sixteen attorneys of Vancouver met in the office of Judge A. L. Miller and decided to form a bar association in this city. A committee, consisting of Donald McMaster, E. M. Scanlon, Charles Hall, E. M. Green and W. E. Yates, was appointed to draft a constitution and by-laws. The attorneys passed a resolution declaring that, beginning next Saturday, the offices of all members of the bar will be closed at 1 o'clock on Saturday afternoons.

PIONEER OF 1848 FOLLOWS WIFE TO GRAVE WITHIN 15 DAYS.



Almond Holcomb, Deceased.

OREGON CITY, Or., May 6.—(Special.)—Almond Holcomb, who died Saturday, May 1, at the home of his daughter, Mrs. Nellie Johnson, of St. John, was buried in this city on Monday afternoon, the interment being in the Mountain View Cemetery, where his wife, who died two weeks ago, is buried.

Mr. Holcomb was born in the State of Illinois, January 13, 1833, and crossed the plains by ox team in 1848, arriving here in the Fall of the same year. For many years he and his family resided on their claim, about three miles from Oregon City. He served for two terms as Sheriff of Clackamas County, being the second Sheriff of this county. In 1871 he took his family to Lone Rock, Gilliam County. Shortly after arriving there he lost four of his children in two weeks with diphtheria.

From Lone Rock the family moved to Wenatchee, Wash., where they resided for 21 years. After Mr. and Mrs. Holcomb were taken ill they were brought to St. John, where they spent their declining years.

Gasoline Blows Up; Kills Editor.

SEATTLE, Wash., May 6.—Richard Nash, aged 40, one of the proprietors of the Rainier Valley Record, at Columbia, a suburb of Seattle, died last night from burns received in a gasoline explosion in the plant yesterday afternoon. Mrs. E. S. Gill, wife of the president of the company, and C. L. Pierce, a linotype operator, were badly burned while assisting the dying man and securing the company's books. The damage to the plant was slight.

Benton Fruitmen to Organize.

CORVALLIS, Or., May 6.—(Special.)—On Saturday, May 8, the fruitgrowers of Benton County will hold a meeting under the direction of the County Court and the Corvallis Commercial Club, to perfect a permanent organization of the Benton County Fruitgrowers' Association. W. K. Newell, president of the State Board of Horticulture, and Fruit Inspector Roberts will make addresses.

Academic Schools Plan Meet.

All the Academic schools of the state are making active preparations to enter the big track meet, to be held at Corvallis under the auspices of the Oregon Agricultural College on May 21 and 22. Each school is invited to enter a number of men and try-outs are now being held. Approximately eight men from each school to be represented will take part in the events.

Publishing Company Formed.

OREGON CITY, Or., May 6.—(Special.)—Articles of incorporation of the Valley Publishing Company were filed today in the office of County Clerk Greenman, with a capital stock of $1000, divided into 40 shares, at $25 each. The duration of the corporation is 20 years, and the incorporators are J. L. Hoskinson, L. V. Carothers and E. I. Sias.

Livy Stipp, City Attorney.

OREGON CITY, Or., May 6.—(Special.)—Livy Stipp, Deputy District Attorney for Clackamas County, has been appointed City Attorney by Mayor Carll. He succeeds J. U. Campbell, who has been appointed to the Circuit bench.

Molalla Sawmill Burns.

OREGON CITY, Or., May 6.—(Special.)—The sawmill of Fred Schaffer, at Molalla, was burned to the ground yesterday afternoon and is a total loss. The fire caught from a pile of burning slabwood.

Vale Gets New Depot.

SALEM, Or., May 6.—(Special.)—The Oregon Short Line has advised the State Railroad Commission that, in compliance with the request of the commission, a new depot will be built at Vale, Or.

Nearly 45 per cent of all the imports to China last year paid duty at Shanghai.

RIVAL ROADS AGREE

Harriman and Trolley Line Make Peace at Chehalis.

LONG STRUGGLE IS ENDED

Two Companies May Build Tracks. Early Completion of Union Pacific to Puget Sound Is Predicted by Wise Ones.

CHEHALIS, Wash., May 6.—(Special.)—It was learned today that the Oregon & Washington right-of-way engineers have approached Mrs. M. E. Somerville, who owns most of the right-of-way which the company will have to buy to afford the company a route between Chehalis and Centralia, parallel with the Northern Pacific on the east side, and made an offer to buy the land required. Mrs. Somerville made a counter-offer on the price.

The fact that the Southwestern Washington State Fair is to take over a part of the land in question as a part of its 30-acre site, may have had something to do with hastening the Union Pacific interests, but the suspicion is very strong in Chehalis tonight that within a few days interesting developments in the matter of the early construction of the Oregon & Washington from Portland to the Sound will transpire.

Tonight, Oregon & Washington right-of-way agents are in the city and also Portland representatives of the Twin City Light & Traction Company, which is to build the electric line between Chehalis and Centralia.

The presumption is that the electric company and the Oregon & Washington will probably join forces and do a heavy piece of grading on the hillside north of the Chehalis depot, and rebuild National street jointly through a portion of the city where but a few weeks since they were engaged in a bitter contest.

PREACHER ASKS DAMAGES

Sues Church Clerk for Calling Him Wolf in Sheep's Clothing.

COLFAX, Wash., May 6.—Rev. J. G. Slick, pastor of the Tekoa Christian Church, today brought suit for $26,000 against Ernest Huffman, clerk of the church, as damages for alleged defamation of character. The following letter is given in the complaint, addressed to A. O. Hammer, of the Starbuck Christian Church:

"We understand that J. G. Slick is holding a meeting with the intention of becoming pastor of the church (meaning the Starbuck Church). Have nothing to do with him, as he is a wolf in sheep's clothing.

(Signed) "E. HUFFMAN, Clerk."

Mr. Slick was chosen pastor at Tekoa in March, 1908, for one year, and alleges the letter kept him from the Starbuck Church.

BLACKMAIL IS CHARGED

Essie Watkins Causes Arrest of Vancouver Newspaper Reporter.

VANCOUVER, Wash., May 6.—(Special.)—C. C. Gibson, agent and reporter of the Oregon Journal, of Portland, in this city, was arrested at 3:35 this afternoon by Sheriff W. D. Sappington, charged with blackmail. The complaint is made by Essie Watkins, formerly of Portland, who alleges that Gibson extorted $10 from her on May 3 by threatening to expose her past through his paper if she did not pay him.

Before Judge W. W. McCredie, shortly after the arrest, Gibson said he would plead not guilty, waive the preliminary hearing and agree to have the trial set for the July term of court. He was released on $200 cash bond.

VANCOUVER HOTEL BURNS

Railroad Hostelry Destroyed by Early Morning Blaze.

VANCOUVER, Wash., May 6.—(Special.)—Between 3 and 4 o'clock this morning the Railroad Hotel, owned by Joseph Carter, of Vancouver, and I. L. Schlit, of Portland, was burned to the ground. The property was valued at $3000, and there was $1000 insurance. Annie Gabe had leased the building and had been conducting a hotel there. She owned the furnishings, which were valuable, but on these there was some insurance. Nothing was saved. The fire department succeeded in preventing adjoining buildings from catching fire.

AUTO RIDES FOR VISITORS

Vancouver Will Entertain Portland Business Men Monday.

VANCOUVER, Wash., May 6.—(Special.)—The Vancouver Commercial Club is arranging to give the members of the Portland Business Men's excursion party an automobile ride around this city next Monday. Every car in town has been requisitioned and will be at the Union railway station when the special bearing the excursionists pulls into Vancouver at 9:20 Monday morning. The train will remain in this city till 10:30 A. M., making the longest stop-over of any place on the itinerary.

DEEPER RIVER ASKED FOR

Corvallis Petitions War Department for Survey of Willamette.

CORVALLIS, Or., May 6.—(Special.)—G. O. Bassett, owner of the Occidental Lumber Mill here, is circulating a petition to be sent to the United States War Department at Washington, asking that the bar in the Willamette River in front of this city, extending from Tyler street north, be dredged out, so as to afford proper navigation.

The petition is being largely signed, and it is hoped that the War Department will at once order engineers to make the survey so that the obstruction to traffic can be removed.

TO RECEIVE OLD SOLDIERS

Corvallis Plans for G. A. R. Encampment June 2-4.

CORVALLIS, Or., May 6.—The annual encampment of the Department of Oregon, G. A. R., will be held at Corvallis this year, on June 2, 3 and 4.

Preparations are being made by Ellsworth Post and the Women's Relief Corps to insure a royal reception to the veterans and in this they will be assisted by the city authorities, the Commercial Club and the Merchants' Association. The reception and entertainment committee consists of C. V. Johnson, D. A. Osborn, W. E. Osborn, W. E. Smith and Professor C. E. Bradley.

LENNON'S Portland | LENNON'S San Francisco | LENNON'S Seattle

Lennon's FOR GLOVES AND UMBRELLAS

SPECIALTY GLOVE AND UMBRELLA HOUSE OF THE WEST
Importers and Manufacturers of Gloves, Umbrellas, Parasols, Hosiery

Commencing with today we fall in line with the other prominent Portland firms and inaugurate a

FRIDAY SPECIAL SALE

We beg to announce that the articles offered at these sales will always be Lennon's standard, dependable merchandise, warranted and backed up by the entire chain of Lennon's Stores.

ON SPECIAL SALE TODAY ONLY
WOMEN'S GLOVES

Women's English Cape Gloves, new tans, $1.35 values, Friday only, pair..... 95c
Women's French Wash Chamois, $1.25 quality, Friday only, pair..... 95c
One special lot women's $1.50 value Gloves for $1.15, comprising fine overseam kid gloves, pique kid gloves, genuine mocha, tailored wash chamois and genuine kassan cape gloves; in black, white and all colors; $1.50 values, Friday only..... $1.15
One lot $3.50 Long Gloves, $1.95—Women's 16-button length fine French Kid Gloves, in tans and browns; $3.50 value, Friday only..... $1.95
16-button length Fabric Chamois—finest French lisle, made to look like chamois; all the appearance of chamois gloves, but cool as silk; $1.50 value, Friday only..... 79c
$1.50 Long Silks for $1.00—16-button length pure Silk Gloves, patent tipped, mousquetaire wrist; black, white and all colors; $1.50 value, Friday only, pair..... $1.00

HOSIERY ON SALE
75c VALUES, 39c PAIR

Through a splendid purchase of high-grade imported Hosiery we are enabled to offer a splendid lot of "Wayne Knit" and "Onyx" Hosiery of 75c value for 39c. Hand-embroidered and lace designs—grounds of the newest colorings, including bronze, tans and browns, with embroidered ankles; silk and gauze lisles, in black and all the new shades; also black hose with split foot and out sizes; 75c values, pair..... 39c
$1.50 "Onyx" Silk Hose, 98c pair, in black, white, tan, bronze, old rose, champagne, copenhagen, lilac, gray, canary, ivory, oxblood, etc., etc.; $1.50 values, pair..... 98c
Children's 25c Hosiery in black and tans, pair..... 15¢
Children's Kas-Tie-On Hose, for boys and girls, pair..... 25¢

PARASOLS AND UMBRELLAS ON SALE

Beautiful designs in new pongee and silk Parasols, all colors; values up to $3.00, Friday only..... $1.95
Directoire handle Umbrellas, guaranteed taffeta silk; $4.75 values, Friday only..... $3.39

Headquarters for Kayser's patent reinforced silk and Kayser's guaranteed "Wonderfoot" Hosiery.
Dent Gloves for men, women and children—all styles.
Kayser, Fownes and Niagara Silk Gloves.
Umbrellas and Parasols made and repaired. Our own factory on the premises.

Lennon's FOR GLOVES AND UMBRELLAS
309 MORRISON STREET, OPPOSITE POSTOFFICE
C. F. Berg, Manager.

BUILDING CONTRACT LET

United States National Bank at Salem to Erect Five-Story Structure.

SALEM, Or., May 6.—(Special.)—Salem's first five-story business block will be built this Summer by the United States National Bank, the contract having been let today to the Northwest Bridge Company, of Portland. The building will be a modern steel and concrete structure and will be erected on the corner of Commercial and State, one of the best corners in the city. It will cost about $100,000. Work will commence soon.

IDAHO RANCHER CLEARED

Weiser Jury Frees A. C. Biggerstaff of Murder Charge.

WEISER, Idaho, May 6.—(Special.)—A. C. Biggerstaff, charged with the murder of Samuel Moores, an old man, was acquitted in the District Court in this city, at a late hour last night. The evidence was of a circumstantial nature.

Biggerstaff and Moores had trouble a short time before the man's death, which occurred in the County Poor Farm, after being found unconscious in his cabin in the woods. Biggerstaff is a well-to-do rancher and stockman of Council, in the northern part of this county.

TROLLEY RIGHTS GRANTED

Coos County Court Gives Marshfield-Coquille Franchise.

MARSHFIELD, Or., May 6.—(Special.)—J. F. Clark and J. H. Somers were today granted by the County Commissioners a franchise for an electric line over the county road between Marshfield and Coquille. These same parties are said to be connected with the move of the Coquille Mill & Mercantile Company in recently securing a franchise for an electric line in Coquille and an electric plant there.

MURDERER AWAITS DEATH

Nordstrom, Convicted at Tillamook, Placed in Penitentiary.

SALEM, Or., May 6.—(Special.)—Sheriff Crenshaw, of Tillamook County, arrived here today with Nordstrom, the murderer convicted last week in Judge Galloway's court at Tillamook. Nordstrom is now in murderer's row at the penitentiary.

The Sheriff brought his man over in an automobile and made the fastest time on record.

A NEW TRAIN DE LUXE

The new Soo-Spokane-Portland service de Luxe is made up of the finest equipment used by any transcontinental line. For rates and full particulars apply 142 Third street.

Report of the Financial Condition of

THE BANK OF CALIFORNIA

PORTLAND, OREGON,
IN THE STATE OF OREGON,
At the close of business April 28, 1909.

ASSETS.

Loans and Discounts	$1,779,884.67	
Cash and Exchange	1,363,505.19	
Customers' Liability Under Letters of Credit	101,606.95	
Taxes and Expenses	522.90	
Total		$3,245,519.71

LIABILITIES.

Capital Used at This Branch	$ 250,000.00	
Deposits	2,893,912.76	
Drafts Accepted Under Letters of Credit	101,606.95	
Total		$3,245,519.71

STATE OF OREGON, COUNTY OF MULTNOMAH } ss.

I, Wm. A. Mac Rae, Manager of the above named Bank, do solemly swear that the above statement is true to the best of my knowledge and belief.

(Signed) WM. A. MAC RAE, Manager.

Subscribed and sworn to before me this 29th day of April, 1909.

(Signed) G. W. WEBBER, Notary Public.

Correct attest:
(Signed) J. T. BURTCHAELL, Asst. Manager.

Report of the Financial Condition of

THE BANK OF CALIFORNIA

SAN FRANCISCO
INCLUDING ITS BRANCHES AT PORTLAND, TACOMA AND SEATTLE,
At the Close of Business April 28, 1909.

ASSETS.

Loans and discounts		$21,509,078.39
Bank premises		1,000,000.00
Mdse., L&Cr. account		721,279.84
Sundry stocks and bonds		3,868,121.70
Governm't bonds $	600,000.00	
Due from banks and bankers	9,160,291.59	
Money on hand	4,886,819.19	14,647,110.78
		$41,746,490.71

LIABILITIES.

Capital paid in gold coin		$ 4,000,000.00
Surplus and undivided profits		10,804,659.62
Dividends unpaid		9,468.00
Acceptances in London under L&Cr.		$46,724.47
Exchange		78,933.42
Due banks and bankers	$ 5,058,939.03	
Due other depositors	26,947,766.17	28,006,705.20
		$41,746,490.71

(Signed) I. F. MOULTON, Cashier.
(Signed) WARREN D. CLARK,
WM. BABCOCK, Directors.

State of California, City and County of San Francisco—ss.: On this 4th day of May, A. D., 1909, before me the undersigned authority, personally appeared I. F. Moulton, known to me to be the Cashier, and Warren D. Clark and William Babcock, known to me to be two of the Directors of the Bank of California, whose names are subscribed to the annexed statement, and the said I. F. Moulton, Warren D. Clark and William Babcock being by me severally duly sworn, did each depose and say: That the said statement was correct and true. (Signed) M. V. COLLINS, Notary Public in and for the City and County of San Francisco, State of California. My commission will expire April 14, 1912. (Seal)

Street Railway Franchise Recently Passed by the City Council Over the Mayor's Veto.

The grant is for a period of 23 years, so that it will expire at the same time as do our other street-railway franchises. The city charter will not permit a franchise for a greater length of time than the other franchises run. The grant is simply one giving the company a right to operate a street railway, with any kind of motive power so long as steam is not used, is in direct accord with our other franchises, and cannot be construed as giving us any broader rights than those now enjoyed. The grant covers 44 items, the majority of which are for very short lengths of streets in the neighborhood of carbarns for the company's use in getting in and out of its property. On 17 of the streets mentioned tracks have already been laid under permits given by the City Council, and have been in operation for varying lengths of time up to four years, and include tracks in the neighborhood of the Lewis and Clark Fair Grounds and Country Club; and the purpose of the franchise is to confirm our right to use these tracks. Three items mentioned cover tracks that must be moved on account of the construction of the North Bank road, to eliminate dangerous grade-crossings with steam railroads, or some similar reason, and do not provide any additional rights. It will be seen that 29 of the items cover either tracks constructed, or provide for changes of track for ingress or egress to our carbarns, leaving only 15 streets of varying lengths for new operation. Of these 15 lines, six are not over two blocks in length, eight average five blocks each, and one a mile in length—the latter being to the Swift Townsite. So that what would look to be a tremendous grant only legalizes tracks already built and in operation for years, and provides for extension of line to the Swift Townsite and extensions absolutely required in the rapidly-growing Irvington district.

The grant is in no respect in the nature of an option for three years, but is specific for certain lines that we have determined to build soon as possible. Inasmuch as our rights to the entire franchise depend upon our constructing all lines mentioned within some given time, three years was designated as a reasonable limit, to avoid the possibility of our losing the franchise through inability to construct all the lines within the specified time, due to unforeseen obstacles which we could not control.

It is true that there was need of securing this grant at this time in order to forestall the danger which might arise in the event of the "Commission Charter" being passed by the people at the next election, inasmuch as this proposed charter contains provisions which will not permit the investment of capital on a safe basis.

The long line in the Peninsula district is very important to the entire community, for the reason that it passes through a section which will soon become most thickly settled; this development is now being delayed for want of streetcar facilities that could not have been given for one or two years, if at all, if the franchise in question had been killed by the City Council or Mayor; and great loss to many people and delay to the plans of the Swift packing concern would have ensued. The City Council considered this matter very broadly, and acted upon their own initiative in over-ruling the veto, and all citizens who have the welfare of the city honestly at heart will applaud their action.

A common-user clause in this franchise would not have been of any service to another company over the many short pieces of track; neither would it have been of benefit to the city in the outlying districts where unoccupied streets are numerous; it would really be a disadvantage to permit another company to have use of our tracks, instead of insisting that they go on some other street and thereby serve another section of territory.

The Railway Company will never willingly abandon track on any street that is necessary for the handling of traffic. These matters must be judged on the basis of giving the maximum service to the maximum number of people. They cannot be judged from the selfish standpoint of any one or two individuals, regardless of the effect on the majority. It is our business to give the maximum of service to our patrons, and this can better be done by frequent service on one line than by indifferent service on many lines. No line has ever been abandoned that was a necessity in any district.

The City of Portland should be compelled to keep in repair and in good condition, suitable for the use of the street railway, the bridges along, over and upon all streets for which rights are granted. Failure by the city so to do would cut a line in two and prevent the operation of our cars under the headways prescribed in the ordinance—thereby constituting a forfeiture of the entire franchise. The proportion of cost of keeping these structures in repair (three-quarters by the city and one-quarter by the Railway Company) is in accord with the practice now in effect on our other lines, and is reasonable. It is necessary that the company see that all these bridges, elevated roadways, etc., be kept in repair, so that operation of cars will not be stopped, and if any delays occur (such as now exist with the Madison-street bridge) the Railway Company will have the right to step in, do the work, restore service and prevent incalculable damage, not only to the railway but to the traveling public. If the Railway Company is required to do such work, due to the delay or negligence of city authorities, is it not right and proper that the city should still pay its agreed proportion of the cost? Had such a provision been placed in our franchise over the Madison-street bridge, we would have seen to it that the bridge was not kept closed to the public for many months, possibly years, to the great detriment of the traveling public, and producing financial disaster to a large number of Portland merchants. As some are inclined to take seriously the Mayor's objection to this clause, it is well for all who have questioned the justice to the city of having such a provision in the franchise, to understand that there is only one short piece of track in the entire franchise that would be affected by such a provision, and that particular place the company has agreed to fill in with dirt at its own expense. This forever eliminates any possibility of the company exercising the prerogative referred to. It should also be understood that all of the old franchises of the company contain the same provision as referred to above and so strongly criticised by the Mayor. Such provision has been in effect for several years without detriment to the city, hence, the occasion for raising such an uproar at this time, when no one has been or will be injured in any way, is manifestly absurd.

As to a cheaper fare than 5 cents, we ask what advantage it would be to have a fare of less than that amount on lines mentioned in this grant, when the same provision would not apply on connecting lines in this city? We can only charge a maximum 5-cent fare within the city limits, and fail to see the advantage to the public of a different provision on the various short pieces of track referred to in the franchise.

The omission of a provision compelling the company to file each year a detailed and truthful statement of the receipts and expenses of the company, verified under oath (with a provision for the forfeiture of the franchise if such showings are not made in reasonable time) does not deprive the city of any information that it does not or cannot possess. Such a statement is filed each year by the company with the Railroad Commission of Oregon, with the Interstate Commerce Commission and also with the Tax Assessor, as already required by law, and is available at such places for public use.

We did not ask rights for more than one-half the lines which were requested of us in the various outlying sections, knowing full well that we would not be able to build them all within the three-year limit. Instead of the request being of a blanket or extensive nature, it was restricted to such lines as we felt certain would be built within the prescribed time.

Extension of existing lines as provided for in the franchise, will have to be operated with the same service as that of the lines connecting therewith; therefore, the regulation by the city of headway between the cars run on such extensions would be absurd. Some of our present lines require changes of intervals between cars as many as eight times during a day, in order to suit the requirements of the varying traffic. For the city authorities to vary intervals between cars on the lines of a city as large as Portland would require a separate department of the city government. The service of any one section must be considered as a whole, and not from the standpoint of some one line. We often attempt to make certain changes here or there that might be of some local benefit, but in considering these changes in connection with other lines, bridge crossing, terminals, etc., it is often found impossible to make them.

"The provision for free sprinkling of streets by the company was not included," and we might add, neither was a clause included requiring the company to clean, oil or light the streets, or to lay sewer, drain or water pipes in the streets occupied by the railway; but we pay a large portion of the cost of paving the streets upon which our railway tracks are laid, and this amount each year represents several hundred thousand dollars, constituting an indirect franchise tax of large proportions—this is in addition to what we pay as a license under a franchise, as a license for each car operated, as a tax upon our franchises and real estate, and other assessments without number.

Freight cars are prohibited from being operated over any lines mentioned in the franchise without the consent of the City Council, except on East Eighth street and East Yamhill street, where such service is required to serve industries now located, and on tracks around our carbarns, and in the East Side freight yards. Freight cars are now operated on some of our lines with the tacit consent of the city authorities. Whenever such authorities request us to cease such operation we shall cheerfully comply with such request. We have not, and cannot, give exclusive right for the use of our rails to any contractor, and the privilege now accorded to any contractor will be extended to any other, so long as the city authorities do not object—dependent only upon such right not interfering with our passenger traffic, which must have first consideration at all times.

Any right of way owned by the company, along lines covered by the franchise, which may be hereafter required by the city for street purposes, is to be donated to the city by the company, subject to our right to operate cars, erect wires, etc., over it.

Provision is also made giving the city an option to acquire all property constructed under the franchise, at the end of the franchise period, in accordance with the terms of the city charter; as well as a general clause making all the terms, provisions and conditions of the present city charter applicable to the franchise, whether specifically mentioned or not.

The ordinance covering this franchise has been drawn up with great care by the attorneys of the city and company, after considering four or five drafts prepared by both parties, and it is believed to thoroughly protect the city in every way, as well as to give the company a sound basis for financing the proposition. We believe the City Council should be congratulated upon the nearly unanimous stand it took, in treating the entire proposition in a broad-minded way, that the city may not be retarded in its growth by small and irrelevant hindrances and stipulations, which in fact are immaterial for the good of the community. Any effort to still further delay construction of these greatly-needed lines, by invoking the referendum, will be of much greater damage to localities and individuals and to the city as a whole, than it can possibly be to the Railway Company. Many stipulations in the present franchise which we considered irrelevant and unnecessary were insisted upon by the City Attorney, in order that such provisions might establish a precedent for future franchises and not be lost sight of. Any fair-minded person will agree that the city's interests have been amply protected, and what some try to name an enormous sin is untrue and inspired purely for political or vindictive purposes.

We state in conclusion, that were it possible to submit this franchise to a vote of the people at the June election, the company would offer no objection whatever thereto; but an effort to hold up the franchise for an indefinite period, is manifestly unfair to the sections requiring immediate extension of carlines.