

**FOR COMMISSION MAKES ITS REPLY**

**Charges of Malfeasance in Office Untrue, Members Say in Statement.**

**RECORDS OPEN TO PUBLIC**

**Action Upon Various Contracts Is Reviewed—Postponement of Work on Broadway Bridge Is Declared Beneficial.**

PORTLAND, Nov. 10.—(To the Editor.)—The Port of Portland Commission regrets the necessity of asking the Oregonian to publish so long a communication as the one inclosed, which constitutes their reply to the charges against them that have recently appeared in the public prints. But in view of the fact that the columns of the Oregonian have been open for weeks to attacks made upon it by hostile parties, and that the publication of the charges against them has had little or no influence but for your publication of them, the Commission feel that they have the right to ask for the publication, also, of their rejoinder, just as they made it and in as conspicuous a place in your paper as has been accorded those articles, interviews and reports that have made the rejoinder necessary. Yours respectfully,

C. F. ADAMS,  
JOHN BRISWORTH,  
JOHN DRISCOLL,  
A. L. PEARSE,  
WILLIAM D. WHEELWRIGHT,  
P. L. WILLIS,  
Commissioners of the Port of Portland.

**Answer of the Port of Portland.**  
The Commissioners of the Port of Portland have not deemed it advisable to notice, up to the present time, the attacks that have been made upon them by the generally irresponsible persons who have followed the leadership of Mr. Munty. They have known the charges of malfeasance to be untrue, they have felt that the falseness of said charges was apparent to all right-minded members of this community, and they have hesitated to embark in a newspaper controversy with people who are reckless of the truth, who evidently have an inexhaustible supply of misstatements on which to draw, and who are, therefore, capable of prolonging such controversy indefinitely.

But even palpable falsehoods, constantly reiterated, take on the semblance of truth, and when undictated gradually come to be credited as facts, especially by those who haven't the time to dissect them and thereby to make the underlying members of the Commission have decided to make this statement—which, however, will be their only rejoinder to their slanderers—through the medium of the public prints.

**Law Strictly Observed.**

The Port of Portland is a public corporation, created by the Legislature, to which it is accountable, and to which it accounts, which confirms elections by the Board to fill vacancies that have occurred between successive sessions, or refuses to do so at its pleasure. The meetings of the Commission are open to the public; its doings are recorded in books to which the public has access; it complies strictly with the laws that govern its proceedings; its books and accounts are audited every six months by reputable accountants, and all the statements herein made, so far as they relate to the acts of the Commission, can be substantiated by comparison with the records.

Following is a list of all the charges that have been made against the Commission and its members, so far as they have appeared in the newspapers, with a specific answer appended in each case:

**With regard to the first one that appears, viz., that an indictment was drafted against Mr. Swigert in connection with the Pacific Bridge Company and the Willamette Iron & Steel Works,** his colleagues on the Commission, that soon after his last election as a member of the Commission, and when there was a prospect of large dealings with the Pacific Bridge Company and the Willamette Iron & Steel Works, he sold the small amount of stock that he held in that company. And while it is true that the Pacific Bridge Company, of which he is part owner, holds or did hold some of the stock of the Oregon Drydock Company, it is an interest that they were common to take in paying for the work of the dredge, because the Drydock Company was at that time without funds to pay the bill, owing to an excess of actual cost over estimates. But all the large dealings between the Commission and the Willamette Company have been the result of competitive bids opened in public, and all dealings, whether large or small, have been authorized by the unanimous vote of at least a quorum of the members of the Commission.

**Colleagues Indorse Mr. Swigert.**

The signers of this statement hereby express their absolute confidence in Mr. Swigert's integrity and faithfulness to duty, and confidence growing out of an intimate association with him for more than four years, during which time his services to the community have been of inestimable value.

**Second—Paying the Pacific Bridge Company and Robert Wakefield \$170,000 for building the drydock, when competent persons had offered to build it for \$110,000.**

**Answer—**The records of the port show that there were seven bidders for the contract to build the drydock, and that the bids ranged from \$230,000 by the Portland Shipbuilding Company down to \$110,000 by Robert Wakefield, who was the lowest, and to whom therefore the contract was duly awarded. The sum of \$2000 was, however, added to his bid to cover alterations in the specifications, making the full contract price \$112,000. It will be observed that all three statements contained in this charge are untrue: The Pacific Bridge Company did not bid; Robert Wakefield didn't receive \$170,000, and there was no bid of \$110,000 or of any sum less than \$112,000.

**Boats Worth Price Paid.**

**Answer—**The asking price by the O. & N. Company for the two boats was \$110,000—\$50,000 for the Wallula and \$60,000 for the Oklahama. The boats were examined by the Port of Portland's engineers, who reported that the Oklahama was worth fully \$50,000 in his judgment, as she was very nearly as good as new, having been rebuilt and had new boilers within a few years, but that the \$60,000 was too much for the Wallula. After several offers and counter offers, the Commission finally bought the two boats for \$65,000 and are quite satisfied that they were worth that amount. The Wallula is insured at lowest rates for \$50,000, and the Oklahama for \$30,000; they have always been and continue to be serviceable boats, with one or two repairs required any repairs beyond the usual annual overhauling, in the course of which the Wallula's steering gear, which was entirely satisfactory at the time, when we took her, was put into perfect order. The opinion of the "river men" that the Oklahama was "junk heap worth no more than \$45,000" can hardly be considered of value in view of the above facts.

**When You Buy A Cooking or Heating Stove**  
you want to know exactly what you are getting. You want to be positive that you are getting your money's worth. You should feel that every dollar you exchange for a stove will come back to you in service—heat and low fuel consumption.

**Charter Oak Stoves and Ranges**

**Charter Oak Stoves and Ranges**  
have stood the test for sixty-three years. Today as yesterday and the day before they are working in tens of thousands of homes, doing better service than you ever thought possible of a stove. Nowhere will you find a stove or range that has the back-bone of a Charter Oak. Look where you will, none was ever made that equals by half the value you can get out of any Charter Oak.

The Charter Oak has a Fire Back that is guaranteed for five years if coal is used; whereas in the consumption of wood it carries a guarantee of Twenty Years. Charter Oak Stoves and Ranges are well and thoroughly made by the most skilled men known to the trade. No skimping or low grade materials are used in their construction. They are the best stoves that can be made for their work, the pioneer stove men in America, constructed of the strongest and best grade materials obtainable.

A Charter Oak Heating Stove adds comfort, cheer and safety in any room. They give every bit of heat required with less fuel consumption than any other stove on the market. A Charter Oak Range is the most satisfactory and economical cooking and baking apparatus ever invented. They are built for either the stove or the range with fuel. You're not forever paying repair bills to keep them working. They will last you a long time. They are made to last and to give the same service in every direction. They are gas proof. You can go to bed and find your food in the next morning and there will be no foul odors in your room.

We want you to examine Charter Oakes. If convenient to the dealer in your town, write us for our free books. You can't afford to buy a stove or range until you have found out all about the Charter Oak.

FOR SALE BY  
Hexter, Freeman Hardware Co., Sales Agent, Astoria, Portland, Or.  
Charter Oak Stove & Range Co.  
St. Louis, Mo.

**See Regular Friday Advertisement Last Page—Exceptional Bargains**  
**Portland Agents for Adler-Rochester Clothes for Men—Gotham Shirts**  
**The Greater Meier & Frank Store**  
**1084th Friday Surprise Sale**



**Men's Cooper Ribbed Underwear Surprise**  
**\$1.50 Vals. 98c**

Today for the big 1084th Friday surprise sale, in the men's furnishing section, a sale of 5000 garments of the famous Cooper ribbed Underwear for men, at one-third less than the regular price. The best fitting garments made; form fitting, well finished, with pearl buttons and well faced; come in all sizes, gray only. Let shrewd men take advantage of this rare opportunity to purchase a standard make of underwear at much less than regular value. \$1.50 grade, special for 1084th surprise sale, the garment 98c

**1000 Pairs Men's Fancy Hose**  
**LISLE AND CASHMERE**  
**25 to 50c Vals. 17c**

Hose that mean comfort and satisfaction for Winter. Feel almost as good as silk hose, wear well, and are a sensible article for wear these wet Winter months; come in plain or fancy colors, tan, gray, black, green, helio and fancy effects. Regular 25c, 35c and 50c values, special for this surprise sale today at 17c

**Surprise Sale Men's Suits**  
**\$20.00 Vals. at \$15.00**

All-wool materials and the most snappy models; the sort that dressy men like to wear; come in fancy worsteds, cassimeres and chevits; the colors are grays, browns and dark fancy worsteds. We firmly believe these to be the best regular \$20 values in Portland. Sizes for all men. Special for today only—mail orders promptly filled—see Sixth-street window \$15.00

**Colossal Picture Surprise**  
**17c, 23c, 39c, 49c Each**

A sale of Framed Pictures that will set many thinking of Christmas, and what an opportunity this is to secure a very acceptable gift at a small outlay! Ovals of all sizes, in black, brown and gilt frames; genuine carbon photographs of famous classics, Cupid asleep and Awake; hand-colored platinum, landscapes, marines, heads and figures, fruit studies, Indians, dogs, etc., etc.

Size 5 x 7 inches, 35c values, 17c special for	Size 6 x 8 inches, 50c values, 23c special for	Size 7 x 9 inches, 75c values, 39c special for	Size 10 x 12 inches, \$1 values, 49c special for
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SEE FIFTH-STREET WINDOW DISPLAY—MAIL ORDERS FILLED



**Oncoenta Not Unseaworthy.**

Fifth—Building the Oncoenta as a sea-going tug on lines that made her unfit for such use in heavy weather, and carrying out these plans after one Bailin had protested against them as being wholly impracticable.

**Answer—**The plans for the Oncoenta were made by an employe of the Commission, following the instructions enlarged and strengthened, but before said plans were accepted and furnished to bidders, they were submitted to Frederick Gardner, chief engineer of the Union Iron Works, San Francisco, during the time of the building of the battleships by that concern for the United States, and a commission was appointed, which was composed of the United States Engineer and a member of the Commission is prepared to make oath that this same Bailin stated to him that he (Bailin) had drawn all the plans for the Oncoenta, had superintended her construction and was in all respects responsible for the work. This was before the time when she was alleged to be unseaworthy—a false allegation, as she goes out over the bar and tows vessels in all weathers and is fully insured at lowest rates, which latter fact alone disproves the charge of unseaworthiness.

Sixth—Dredging in the Columbia River outside of the scope of the Government's authorized work, for private interests, at figures which are presumably insufficient for the work.

**Answer—**All the dredging above referred to was done at the request of the United States Engineer and paid for by the United States Government, except in a case where some emergency work was done for a private corporation and the full hire of the dredge paid, viz.: \$200 per day for all the time employed—the dredge being the Portland.

**Dredging Fully Paid For.**

Seventh—Dredging in Portland harbor for the Great Northern Railway at a figure inadequate for the work.

**Answer—**This dredging was done under three contracts with the Portland & Seattle Railway Company, one by the dredge Portland and varying prices per cubic yard from 10 to 15 cents, which netted \$234 per working day for the time occupied, another for filling up Couch Lake and adjoining property by the Columbia, for which they paid the sum of \$325 per day, and a third for digging a channel at the site of the bridge across the Willamette River at St. Johns, which was done at 12 cents per cubic yard by the dredge Columbia, and paid \$485.56 per working day.

The basin above the bridge, 600-1500 feet, was dredged by the Columbia at a charge of \$325 per day. For the filling of Couch Lake and the dock site, which was done, the work, which sooner or later would have had to be done by the Commission at public expense, was done without any cost whatever.

Up to that time the charges for use of the dredges by outside parties had been \$250 per day for the Portland and \$200 for the Columbia, but in view of increasing expenses and at the suggestion of the engineer, the rates were raised from \$150 to \$200 and from \$300 to \$250.

**Work Done in Good Faith.**  
**Answer—**The Commission doesn't claim perfection for its work, which is at all times very much handicapped by existing conditions; they only claim that they have done the best they knew how, and are familiar with such matters. It is undoubtedly true that much work that is now temporary benefit would be permanently accomplished if the expense of property extending along the harbor lines would put in bulkheads which the Port of Portland has for years endeavored to induce them to do, and which they inevitably without effect. The same criticism lies against the work, up to the present time, of the United States Government, which, however, will cooperate with the Port in permanent work as soon as the 30-foot project is started.

**Ninth—Throwing out bids on a sternwheel boat and rejecting the plans of the engineer because there appeared in the list of bids an envelope of a California company which was known to make low offers of construction, and now having new plans prepared by an employe of the Pacific Bridge and Steel Works, apparently in order to give that company a marked advantage, and later awarding the contract at a figure far higher than the work could be done elsewhere.**

**Answer—**There is absolutely no foundation for the above allegations; shortly before taking over the towage service in the Willamette and Columbia rivers, the Commission caused plans to be made for an ocean-going tug and a sternwheel boat, upon the recommendation of the engineer, that two boats of this type would be necessary to perform the service, and bids were asked on the same accordingly. But it was decided to reject all of the bid bids, on account of the high cost thereof, and the long time that would be occupied in their construction, and to lease such towboats as were necessary (in addition to the high cost of the boats) until such time as the Commission and its employes should have had some experience with the service and be better able to determine how large a permanent fleet was absolutely necessary. The Commission is now having the plans drawn for a new sternwheel boat (as elsewhere stated), but by an employe of the Willamette Iron & Steel Works, and should they decide to build her, the contract will be awarded only according to law, after due advertising and open competition, to the party making the most advantageous bid.

**Force Reduced for Economy.**

**Answer—**The asking price by the O. & N. Company for the two boats was \$110,000—\$50,000 for the Wallula and \$60,000 for the Oklahama. The boats were examined by the Port of Portland's engineers, who reported that the Oklahama was worth fully \$50,000 in his judgment, as she was very nearly as good as new, having been rebuilt and had new boilers within a few years, but that the \$60,000 was too much for the Wallula. After several offers and counter offers, the Commission finally bought the two boats for \$65,000 and are quite satisfied that they were worth that amount. The Wallula is insured at lowest rates for \$50,000, and the Oklahama for \$30,000; they have always been and continue to be serviceable boats, with one or two repairs required any repairs beyond the usual annual overhauling, in the course of which the Wallula's steering gear, which was entirely satisfactory at the time, when we took her, was put into perfect order. The opinion of the "river men" that the Oklahama was "junk heap worth no more than \$45,000" can hardly be considered of value in view of the above facts.

Fourth—Juggling the awarding of contracts for construction of the tug Oncoenta, etc.

**Answer—**No contracts are entered into by the Port of Portland or on its behalf (except for small emergency contracts) without due advertising according to law, and the receipt of bids which they generally do. For the proposed contract to build the tug (afterward called the Oncoenta) there were only two contestants, viz.: Moran Brothers at \$88,700, and the Willamette Iron & Steel Works at \$92,250. The competition was fairly advertised and conducted, and there was no collusion among bidders, so far as any of the Commissioners are informed, and the fact that the actual cost of construction was in excess of \$93,000 shows that such collusion, if any, failed of its purpose.

**Tenth—Discharging the superintendent of the drydock because he was too active in getting business to compete with the Oregon Drydock Company, which is**

owned by the Willamette Iron & Steel Works and the Pacific Bridge Company.

**Answer—**The resignation of Robert McIntosh was asked for toward the close of the year 1900, soon after it became apparent that the income of the dock was being so largely reduced by competition as to make it really necessary to economize, and also when it appeared that the reduced volume of business could easily be handled by one man. The Commission therefore dispensed with the services of McIntosh (not at the suggestion of Mr. Swigert), for which he had received \$200 per month, and promoted the assistant foreman at a salary of \$150 (being an increase of \$25 per month on what he had received as a subordinate), thus saving the sum of \$50 per month. It really seems inconceivable that any right-thinking or unprejudiced person could entertain for a moment the preposterous charge that Mr. Swigert caused the discharge of Robert McIntosh because of his great ability, or that he caused the discharge of McIntosh because of his success in securing business for the public dock to the detriment of the interests of the rival company! The absurdity of such a charge is sufficient refutation.

**Eleventh—Preparing to build two new tugs at approximately \$100,000 each, when the need for towing craft is disappearing owing to the increase of the use of steam craft in the shipping business.**

**Answer—**The Commission is not preparing to build two tugs, but is having all the material and plans drawn for one sternwheel boat, because it has learned from experience that one river boat is altogether insufficient for the business, either presently or prospectively, and the Commission deems it cheaper to build a second boat than to hire outside tugs, which it is constantly doing, and which, owing to the increase of logging and other business on the river, is becoming more and more difficult. While the Commission recognizes the growing importance of steamshiping, and the fact that large steamers very seldom use the harbor by means of their own power, and almost always require the services of two tugboats.

**Dock Rates Explained.**

**Twelfth—Increasing the rates of the public drydock about 60 per cent, etc.**

**Answer—**This alleged increase in rates of docking has been explained in the public prints; the rates were reduced, but the experiment of giving two days' docking practically free, having proved unsuccessful, was abandoned, and a fair rate charged for each and every day, in accordance with the custom existing throughout the world. The net result of this is a reduced rate for one day, which generally has been sufficient to cover the cost of the dock, painting and cleaning of any craft, however large, but of course, in an increased rate if the vessel occupies the dock for one or two days more at regular rates, instead of at the experimental figure of two cents per day per ton; after these two days again the rates are lower than before.

**Thirteenth—Offering to lease the public dock with an option of purchase to the Oregon Drydock Company at an absurdly low figure, and with the intent of putting the dock in business here by the hands of a monopoly.**

**Answer—**The proposed lease of the dock to the Oregon Drydock Company never got beyond the stage of preliminary negotiations, owing to the restraining order of the Circuit Court issued on the application of Captain Crowe, but they never included an option of purchase. They grew out of the discovery by the Commission that the Oregon Drydock Company was securing all the competitive business, partly by reason of its convenient location, but mainly because of its right to do painting and cleaning, which is forbidden to the Commission by the terms of its charter. Thereupon it was suggested to the Drydock Company that it might be necessary to make the public dock absolutely free, in order to continue it as a public utility, and to intimate Mr. Corbett proposed to lease the dock at a rental of about \$3000 per annum and of about 40 per cent of the gross receipts of both docks, the lessee to pay the operating expenses. The Commission stipulated that it must continue to fix the rates of dockage, and that it must control the dock itself; to such extent as to require the lessees always to keep it open to the public—precisely as they have always done and as they do now—to which Mr. Corbett assented.

**Inference Costs Heavily.**

This lease would have resulted in an income of at least \$50,000 per annum toward the interest charge of \$10,000, and with the dock just as much a public utility as it is now; but the result of Captain Crowe's action (the whole matter of the lease being held up for the

present, pending the result of an appeal) is that the dock is run at a heavy loss.

Its gross receipts for dockage during the 12 months immediately following the opening of the other dock were \$408.49 (against \$14,321.88 for the preceding 12 months) while the operating expenses during that time were \$10,415.42. It is fair to say, however, that the fact operating expenses covered work done on the Port of Portland's dredges and tugboats and care of its property during the year, but the fact remains that Captain Crowe's interference is costing the port at the present time at least \$10,000 per annum, with no benefit to anyone.

**Fourteenth—Making C. L. Johnson superintendent of the dock immediately after he, as Councilman in St. Johns, had cast the deciding vote which gave to Portland Gas Company a gas franchise in that city, C. F. Adams, Treasurer of the Port of Portland, being president of the Gas Company.**

**Answer—**An affidavit of C. L. Johnson, duly sworn to, setting forth, among other facts, that he was promoted to the position of foreman by Charles F. Swigert, and that at the time of the granting of the franchise by the Common Council of St. Johns, he had no acquaintance with Mr. C. F. Adams, and had never seen him; that he never connected in his mind the fact of Mr. Adams being president of the Gas Company with that of his being also a member of the commission; that the only part he took in the negotiations between the city and the Gas Company was to insist that the work should be completed in 90 days, as against 120 days asked for him; that no request was ever made of him by Mr. Adams, directly or indirectly, or by anyone representing or pretending to represent him, that he should favor the franchise asked for by the Gas Company; and, finally, that the said franchise was granted by the unanimous vote of the seven members of the Common Council of St. Johns.

**Fifteenth—Making preferential contracts for repair work and for furnishing provisions, when lower bids had been tendered by others for the same service.**

**Answer—**As stated in the answer to the fourth charge, no contracts are entered into without advertising and the taking of bids. The proposals of the Frank L. Smith Meat Company, which we conclude are those referred to in the above charge, were always rejected because they never complied with the

specifications; the Commission established the rule of using Government inspected meat only, largely upon the advice of the then United States Commissioner of the Department of the Columbia,

who had pointed out to the members of the Commission the danger of accepting any meat from animals that had not been inspected by Government experts, stating that in his experience he had

seen many steers that looked perfectly healthy, which when slaughtered proved to be permeated with disease.

Sixteenth—That the Commission made

(Concluded on page 16.)

\$14.95 Round Trip Fare \$14.95 TO THE

**NATIONAL APPLE SHOW**

SPokane, Washington  
November 14 to 19, 1910

**OREGON RAILROAD & NAVIGATION COMPANY**

Sales Dates: November 13 and 14  
Final Return Limit Nov. 24.  
2 THROUGH TRAINS DAILY  
Spokane Flyer, leaving 6 P. M.  
Soo-Spokane-Portland, 11 P. M.  
Electric Lighted Observation, Pullman and Tourist Sleeping Cars.  
Day Coaches.

**BUSINESS MEN'S EXCURSION**

Leaving Portland November 16 at 4 P. M.  
ON SPECIAL ELECTRIC LIGHTED PULLMAN TRAIN  
For full particulars call at City Ticket Office, Third and Washington Streets.  
WM. McMURRAY  
General Passenger Agent, Portland, Oregon.

**FORT GEORGE COMMERCIAL CLUB**

An organization of Fort George citizens and business men will give authentic information free regarding openings for business and investments in what will be one of the largest Canadian cities.

The registered legal townsite of Fort George adjoins the Indian reservation on the west and faces on the Nechaco River. There is no other logical location for a city in the vicinity and every railroad chartered to build through Central British Columbia will run through our town because they can't help themselves.

We will have all railroads. Other townsites starting in the vicinity will have none at all because of the topography of the country.

Fort George is the geographical and strategic commercial center of British Columbia and has now 1000 miles of navigable waterways and will have 2000 miles.

Fort George is growing rapidly and by the time the first railroad reaches the place in 1912, will have 5000 population and in five years 20,000.

Let us send you first hand facts about Fort George. You can get quick reply by addressing Fort George Publicity Bureau, Room 513 543 Granville St., Vancouver, B. C. Or if you prefer, address, Secretary, Commercial Club, Fort George, B. C.