

CITY JOBS DEPEND ON ACTION TAKEN

Attorney LaRoche Outlines 2 Plans for a Harmonizing Charter Amendment.

PEOPLE TO DECIDE BY VOTE

Should Election of Commissioners Be Held in 1918, Officials Elected Would Wait Seven Months to Take Office.

City Attorney LaRoche agrees with the informal opinion given by Attorney-General Brown that adoption by voters of the state last Monday of the constitutional amendment merging city elections with county and state elections probably will result in adding one year and one-half to the terms of Mayor-elect Baker and Commissioners-elect Barber and Mann from four to five and one-half years.

It also would lengthen from two to three and one-half years the terms of Commissioner Bigelow (holdover), of Don Kellaker as the Commissioner succeeding to Mr. Baker's unexpired term, and of the successor to Commissioner-elect Barber as City Auditor (to be chosen by the new Council).

Mr. LaRoche expressed his views as to the probable effect of the election merger amendment on the election machinery of the city of Portland, in a formal written opinion yesterday.

In this opinion he bears out the explanation given by The Oregonian that whether one year and one-half is added to the terms of elective officers depends on which of two alternatives is followed in amending the city charter to harmonize with the amendment.

One of these alternatives, as previously pointed out by The Oregonian, is to amend the charter so as to hold the next city election on the date of the general state election in November, 1918.

The other alternative is to amend the charter so as to hold the next city election on the date of the general state election in November, 1920.

Awkward Situation Pointed Out.

Under the first alternative, terms of elective officials would not be increased. But two City Commissioners and the City Auditor would be elected seven months before they took office. This would result in an awkward situation.

And two years later the Mayor and two more Commissioners would have to be elected seven months before the beginning of their terms.

"This seven months' lapse between the date of their election and the date of taking office seems undesirable from many standpoints," comments the City Attorney.

"It would seem that the city charter, in order to harmonize with the constitution, should also be amended to provide that city officers elected in November should take office January 1 of the following year, as is the case with state officers."

To eliminate the seven months' lapse, Mr. LaRoche emphasizes, and to make the present city charter harmonize perfectly with the state constitution and laws, the only course open will be to adopt the second alternative, that of holding the next city election for city officers in November, 1920, and biennially thereafter.

City Attorney Gives Opinion.

Mr. LaRoche says the necessary amendment to the city charter can be presented to the people at the state primary election in June, 1918.

His opinion follows in full:

"At the general city election held on Monday, June 4, 1917, two Commissioners and a Mayor were elected for a term of four years, which, under the charter, would terminate July 1, 1921. There are also in the Council two hold-over Commissioners, whose terms under the charter would expire July 1, 1919.

"Section 123 of the charter provides that a municipal election shall be held on the first Monday in June, 1918, and on the first Monday in June on each second year thereafter. Under this provision of the charter the election to fill the offices of the two holdovers would be held on the first Monday in June, 1918, and the election to fill the offices of Mayor and the other two Commissioners would be held the first Monday in June in 1921.

"However, under the amendment to section 14 of article 11 of the state constitution, which was adopted on Monday, June 4, 1917, the city elections must be held on the same date as state elections. The state law provides for a primary election to be held in April, 1918, and a general election to be held

in November, 1918, and similar elections in the same months in 1920.

"Said constitutional amendment provides: 'Every officer who, at the time of the adoption of this amendment, is the duly qualified incumbent of an elective office of an incorporated city or town, shall hold his office for the term for which he is elected and until his successor is elected and qualified. The Legislature, and cities and towns, shall enact such supplementary legislation as may be necessary to carry the provisions of this amendment into effect.'

Charter Amendment Necessary.

"It is clear that an amendment to the charter of the city of Portland is necessary to make it harmonize with the constitutional amendment.

"It is possible for the city to call a special election at the time of the state primary in April, 1918, to submit a charter amendment which shall provide for the election of the successors of the two Commissioners whose offices would expire July 1, 1919, at the general state election in November, 1918. This would leave a period of approximately seven months between the date of election and the date of taking office.

"At the same special city election, the date of holding the election to fill the offices of Mayor and the other two Commissioners could be fixed at the time of the general state election in November, 1920. The same period of seven months would lapse between the time of their election and the date of taking office.

"This seven months' lapse between the date of election and the date of taking office seems undesirable from many standpoints. It would seem that the city charter in order to harmonize with the constitution should also be amended to provide that city officers elected in November should take office January 1 of the following year, as is the case with state officers.

"The constitutional amendment prohibits shortening the terms of incumbents of elective offices at the time of its adoption, to accomplish the purpose of eliminating the seven months' lapse it would be necessary to submit an amendment to the city charter either at the state primary or state general election in 1918, providing that the election to fill the offices of the two Commissioners whose term would expire in 1919 should be held at the time of the state election in November, 1920, such officers to take office January 1, 1921; such amendment also providing that the election to fill the offices of Mayor and the other two Commissioners should be held at the time of the general state election in 1920, such officers elected at such time to take office January 1, 1921.

"If the seven months' lapse between the date of election and the date of taking office is to be eliminated, this last suggested amendment is the only way possible to accomplish such purpose, and would perfectly harmonize the present city charter and the state constitution and laws. It provides for alternating terms of office every two years for members of the Council so as to keep experienced men in the body, as is contemplated by the charter."

Commissioners Were Surprised.

One amusing feature of the situation is that none of the city officials whose terms apparently will be lengthened by the amendment had any idea of its effect.

Commissioner Bigelow, whose term as holdover Commissioner will be automatically lengthened from two years to three and one-half years if the next city election is held in November, 1920, admits that he voted against the amendment.

"But when I voted against it, I had no idea it would give me a year and a half longer as a Commissioner," he apologized yesterday.

Mayor-elect Baker also voted against the measure under a similar misapprehension. Worse than that, he got some friends to vote against it.

Five Sue for Divorce

OREGON CITY COURT LEARNS OF MISFIT MARRIAGES.

One Husband, Preferring to Live in Oregon, Alleges Desertion Because Wife Prefers Wisconsin.

OREGON CITY, Or., June 7.—(Special.)—Five dissatisfied parties to marriage contracts sought freedom Thursday in complaints filed with County Clerk Iva M. Harrington. Circuit Judge J. U. Campbell granted a divorce to Allie Zoe Holton from Albert M. Holton. The wife was also given the custody of the daughter.

Joseph Bishell is suing his wife, Minnie Bishell, for a divorce on the grounds of desertion. They were married at Darlington, Wis., in February, 1909, and have two children. Several years after the marriage Bishell came to the Pacific Coast and secured employment with the Portland Railway, Light & Power Company, and a year later tried to get his wife to come here to live with him. This she refused to do.

Belle Wallace charges her husband, Joseph Wallace, with cruelty in a complaint asking for a divorce. They were married here in August, 1911.

Beulah C. Oeking also alleges abuse in her complaint against her husband, J. A. Oeking.

Fannie Lawles charges abuse of both herself and her three children in a complaint for a divorce from her husband, H. Lawles. The children are the stepchildren of Mr. Lawles, and one of them, a girl of 15 years, is a cripple. The Lawles were married at Portland in January, 1913. Mrs. Lawles asks for divorce, custody of the children, \$50 a month alimony and \$100 attorney's fees.

Beattie C. Tompkins asks that she be divorced from Lloyd F. Tompkins, who, she says, abuses her. She asks the custody of the three children and \$20 a month.

BLIND HAVE HIGHWAY TRIP

Thirty Pupils of Washington School on Automobile Trip.

VANCOUVER, Wash., June 7.—(Special.)—Thirty members of the Washington School for the Blind here were taken on a trip up the Columbia River Highway today as the guests of Dr. Miles. The teacher and a party of friends. All of the pupils had won mention in the honor roll of the school.

After having lunch at Multnomah Falls, the party proceeded to Orono Gorge. They left here about 9 in the morning and returned at 4 this afternoon.

Those who donated the automobiles were: Mrs. H. C. Lieser, Mrs. M. L. Covert, M. N. Connor, E. E. Sieret, Louis Shattuck and J. M. Langvors.

Teamster Suffers Serious Injuries.

Rex Hackett, teamster, who lives at 100 East Eleventh street, while driving collided with a streetcar near East Twelfth and Hawthorne avenue early last night and suffered injuries which caused him to be sent to the Good Samaritan Hospital. Wrenched ribs, and probably a fractured collarbone, are among his major injuries.

Elks to Give Play in Camus.

VANCOUVER, Wash., June 7.—(Special.)—The cast which recently staged "Happy Land" for the Elks in this city will present the same show at Camus Wednesday, June 13, in the Camus Opera-house. The Elks' show was a decided success here.

"Do Your Bit." Buy a Liberty Bond. Your country needs your assistance.

"Minute Dress"

That's What We Claim in Hart Schaffner & Marx Clothes

The man who comes to this store for his clothes will receive clothes that are right "up to the minute" in style. The fabrics are of the newest all-wool patterns—the quality, workmanship, the fit; everything that goes to make good clothes is there. Suits for the young fellows in Pinch Back, Belt Back, Patch Pocket, Single or Double-Breasted are here. The more conservative man will find the Box Back or plain conservative models also; makes no difference what you want, we have it for you.

They're the Most Conservatively Priced Clothes to Buy, \$20 and up to \$40.

"Multnomah," the Hat at \$3

Yes, we say "The Hat at Three Dollars" because there's none better and many not so good. You'll find every style represented—straw or felt. —See Them Today

Sam'l Rosenblatt & Co.

The Men's Store for Quality and Service Southeast Corner Fifth and Alder



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A Word of Thanks

Portland, Oregon, June 7, 1917.

To the People of Portland:

¶ The vote last Monday is convincing evidence that Portland believes in equitable regulation of its public utilities.

¶ If there is competition between transportation agencies we believe the overwhelming vote by which the free-use-of-streets charter amendment was defeated demonstrates not only the willingness, but the desire of the people of Portland that such competing transportation agencies be placed upon a basis of fair competition in the matter of obligations to the city for reliability of service, compensation and responsibility.

¶ We believe also that this vote may be taken as upholding the principle of the square deal as applied to utilities.

¶ We thank you and shall continue our efforts to retain your confidence.

PORTLAND RAILWAY, LIGHT & POWER COMPANY
Franklin T. Griffith, President.



ELECTION IS JUNE 16

Two School Directors in Portland to Be Named.

ANY ELECTOR MAY VOTE

Old Property Qualification Is Eliminated as Result of Hash Made of School Laws by Last Legislature.

Two Receivers Appointed

Five Sue for Divorce

Blind Have Highway Trip

Camp Site Busy Place

Teamster Suffers Serious Injuries

Elks to Give Play in Camus

PAPER STRIKE IS OVER

500 EMPLOYEES OF CROWN WILLAMETTE RETURN TO WORK. Company Maintains Principle of Open Shop, but Will Allow Men to Organize Their Organization.

OREGON CITY, Or., June 7.—(Special.)—Five hundred striking employees of the Crown Willamette Paper Company will return to work tomorrow morning, under an agreement signed tonight by their representatives and officials of the company. The strike has been in progress one week and the mill has been shut down during that time.

The agreement provides that the plant will remain an open shop, although the company will allow its employees to continue to organize. It will, however, refuse to treat with the unions, but will deal with its men as individuals.

It was understood between the men and the company that there would be no discrimination between union and non-union men, and that intimidation of non-union men would result in the discharge of the union organizer.

Roy Ott, president of the Paper-makers' Union, whose discharge for alleged intimidation resulted in the strike, will not return to work tomorrow. E. T. McBain, manager of the company's mills, will act as referee in the case. If Ott is exonerated in ten days he will return to work without loss of pay.

The 500 strikers were paid yesterday and turned in their passes without the slightest disorder.

TWO RECEIVERS APPOINTED

Rogue River Public Service Corporation to Be Reorganized.

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KENT MERCHANT SUICIDE

ILL HEALTH DRIVES W. R. COBLE TO SELF-DESTRUCTION. Tragedy Is Enacted in Room in Seattle Hotel—Nephew Is at Door When Shot Is Fired.

SEATTLE, Wash., June 7.—(Special.)—Dependent upon the fact that doctors had been unable to cure the lung disease with which he was afflicted, William Bedford Coble, 35 years old, a merchant of Kent, Wash., shot and killed himself with a Winchester repeating rifle shortly afternoon today in his room at the Empress Hotel, 1109 Third avenue.

His nephew, W. C. O'Neil, of 2323 East Spring street, was just outside the hotel waiting for his uncle to let him in when the shot was fired.

O'Neil told the police that his uncle complained of being ill. Later Coble said the effort to cure him was useless and that he might as well end it all.

The body was taken to the County Morgue and late this afternoon was shipped to Kent, Wash., where the funeral will be held Friday. Coble leaves a wife and a child who reside in Kent.

LIQUOR RAID IS SUCCESS

Ben Miles, on Parole, Rearrested for Dry Law Violations.

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HUMAN HAPPINESS

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The Oval Label is your protection. For Armour realizes that to millions of housewives this top-grade mark is looked upon as a buying standard. Hence, to permit its use on any product not fully up to the highest quality would be to cast doubt on other foods bearing it—to risk losing a dearly-bought prestige.

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