

PLANS OF RAILWAY HUGE ON MEASURE

Southern Pacific Will Spend \$1,600,000 to Electrify if Ordinance Passes.

EXTENSIONS ALSO PURPOSE

Attorney Fenton Says if Council Approves Request Regarding Fourth-Street Changes Work Will Begin Soon.

All pending litigation involving the rights of the Southern Pacific Company on Fourth street will be dismissed, the line will be double tracked and electrified and a connection with the Yamhill division by way of Jefferson street will be built if the City Council passes the ordinance that will be introduced at its next meeting.

An appropriation of \$1,600,000 has been made to carry out the work and if so made it is met with in the Council construction can be started at once, officials of the company say.

Trains to Run Often.

Plans for the operation of trains provide for service in the direction out of Portland every hour. The hourly trains will alternate over the Fourth-street line and the Yamhill division, giving the towns on each branch a service in either direction every two hours.

McMinnville will be the southern terminus of both routes.

The Southern Pacific will agree not to operate freight or steam trains within the city limits. All its freight will be routed through Oswego and carried over the bridge at that point to the East Side.

The Southern Pacific Company has decided to electrify its West Side lines now operated by steam, as far south as McMinnville, and the estimated cost of this work approximates \$1,600,000, said William D. Fenton, attorney for the Southern Pacific yesterday. "This money has been set aside in the present budget for that purpose," he continued, "and a large amount of material is now in the warehouse, ready for the commencement of construction. The rolling stock will consist of steel passenger cars of the very best modern pattern."

Franchisees Have Been Secured at Forest Grove, Hillsboro and Newberg, under which the electrified lines will enter the heart of each of these cities. At other points the present right of way will be operated, and such additional depot and station ground facilities acquired as may be necessary.

"Double track essential."

"When installed it is the purpose of the company to put in a schedule by which passenger trains will leave McMinnville for Portland, by way of Forest Grove, every two hours, and by which other trains will leave McMinnville for Portland, by way of Newberg, every two hours. It is the desire of the company to bring its traffic by way of Newberg into Jefferson-street station, and thence up Jefferson street into Fourth street, and thence down Fourth street to the Union Depot.

"To facilitate the movement of its passenger traffic it is necessary that the company should have a double track on Fourth street from Jefferson street north."

"The company has a contract with the Portland Railway, Light & Power Company for ample power to operate these electric lines, and it is believed that when permission can be obtained from the City Council to electrify Fourth street, and a franchise is obtained to construct the new line, the entire mileage to McMinnville, on both lines, can be completed in 12 months."

It is apparent that the company cannot proceed with any part of this work outside of the City of Portland until the Council has granted the necessary permission to electrify Fourth street, and has passed the necessary franchise for construction of track on Jefferson street. With that end in view, an ordinance has been prepared (printed in this paper in another place), proposing to amend the old ordinance under which the company is now operating its steam traffic on Fourth street.

"Compromise is Proposed."

"By the terms of this ordinance, as anyone can see from an examination of the same, the company is willing to compromise its contention heretofore made as to this ordinance upon Fourth street, now involved in litigation with the City of Portland in a case pending in the Supreme Court of the United States, brought some years ago, and is willing to accept an amendment to the existing ordinance which shall prohibit the operation of steam motors or locomotives on Fourth street, and prohibit the movement of freight, and limit the right of the company to the transportation of passengers, mail, baggage and express only."

"This will require the company to move its freight traffic on its West Side line, through Oswego and over the Oswego bridge into East Portland, and all traffic of every kind will be moved by electricity, and steam locomotives will not be used on the West Side lines north of McMinnville."

"The ordinance provides that these tracks may be used for transportation of material for the construction or repair of the tracks, and for paving the street, but for no other purpose. This will be a convenience in construction, and a convenience to the city in paving the streets. No time limit was contained in the original ordinance, and no time limit is expressed in the proposed amendment, leaving the question of the duration of the amended ordinance open."

Time Restriction Waived.

"If it be true that under this amendment, and under the old franchise, the rights of the company can be terminated at will by the Council, the same condition will obtain under the amended ordinance. Speaking for the company, as its counsel, I am willing to accept an amendment which contains no restriction as to time, and remain in precisely the same content on the old ordinance on this subject, leaving it to the good faith of the officials of the city now and hereafter to say whether or not that question shall be raised or discussed."

"It is also my desire to terminate the litigation with the city, and the proposed ordinance requires the company to dismiss the case now pending on appeal in the Supreme Court of the United States, without costs to either party, and that this shall be done within 60 days after the ordinance has been accepted by the company."

"It is my judgment as a legal proposition that the Council properly may amend the existing franchise by the consent of the company, and that they may enter into a new contract, without

being limited by the provisions of the present charter as to a time limit of 25 years, or as to common-user privileges. Congressional Act Governs.

"This road from the Union Depot south on Fourth street to Hillsboro, Forest Grove and to a point near McMinnville is a road built under the act of Congress of May 4, 1870, which act required the company to locate its line definitely between these termini, and to construct, operate and maintain the same as a land-grant-aided road, with certain duties and obligations in favor of the public."

"This obligation upon the part of the company as to the United States is perpetual, and cannot be limited by the company if it would desire to do so. It is therefore impossible for the company to accept either a common-user clause or to accept a time limit, because its obligation under the act of Congress and under a state law under which the road was located and built requires a continuous exercise of its duties in that respect. Furthermore, there is no public demand or need for a time restriction, or for a common user on Fourth street."

"Of course it must be apparent to any student of transportation that the electrical development to McMinnville of these West Side lines cannot stop at McMinnville, and while the present appropriation only provides for construction to McMinnville, it must logically follow that the electrification must be extended to cover the entire West Side mileage, taking it to Corvallis and all intermediate stations now served by these West Side lines. This will certainly follow as a second unit of the development, and the officials of the company have visited these other places beyond McMinnville and given assurances to this effect."

"Through Line Assured."

"When the electrification shall have reached Corvallis, it is apparent that the gap between Eugene and Corvallis must be closed, with the result that the entire West Side, from Portland to Eugene, must be served by an electric through line, with necessary connections, to serve all of the important cities and towns on the west side of the Willamette River. This means a great development of all this country, and a necessarily beneficial to Portland as a great metropolis, interested in the progress and development of the cities and towns of the state."

There will be no objection to passenger traffic moved by electricity on Fourth street. Passengers each hour of the day will come and go on these trains, and be permitted to alight at suitable and appropriate places for their convenience and the convenience of the city.

"To accommodate this traffic it is necessary that there should be two tracks between Jefferson street and the Union Depot. The company proposes that it shall pave this space, and that it shall keep this portion in good condition at its own expense."

Careful Personal Assailed.

"The amended ordinance, in my judgment, is a reasonable one, and one which shall for all time settle any controversy between the city and the company, and will relieve Fourth street of its steam locomotives and of its freight trains, and will bring quick and rapid service. I desire on behalf of the company that everyone interested in this matter will take the time and trouble to read the proposed ordinance carefully, and I am satisfied that when this has been done there should be and will be no reasonable objection."

WATER BOARD BLAMED

RESERVOIRS HALTED BY CITY, WAKEFIELD COMPLAINS.

Contractor Declares He Was Promised More Time and That Plans Were Received Late.

That the office of Engineer Clarke and the Water Board is largely responsible for the delays in the completion of the two large reservoirs on Mount Tabor known as No. 5 and No. 6, is alleged in a report issued by Robert Wakefield, the contractor, and handed to Mayor Rushlight Friday.

Mr. Wakefield declares he received the assurance of T. B. Wilcox, one of the members of the Water Board, at the time changes were made in plans for the new reservoirs, that more time would be allowed, as there was no hurry about completing reservoir No. 6. Failure to let the contract until 13 days after the bids were let, increase of the quantities required for the work by 25 per cent over the amount given in the proposals; failure by the city to furnish the contractor with a right of way for four months after bids were taken; failure of the city to furnish pipes to lay on ground used for the materials in the rolling mills to make prompt delivery, failure of the engineer's department to furnish plans promptly; swampy ground in reservoir No. 6—all these are pointed out as reasons for the delay.

Mr. Wakefield says that when the contractors were preparing bids they were informed by the manufacturers' agents that prompt delivery of steel could be expected but that during the time they were waiting for statements from the engineers of the steel needed, the rolling mills had received so many orders that the contractors' order did not receive attention until late in the following spring. He declares that the delay was due primarily to the negligence of the city.

He charges that the failure of the city to furnish plans promptly and the contractors' ignorance of the nature and extent of the work ahead of them and prevented economical and rapid work.

"Had the contractors anticipated any demand for penalties for delay," says Mr. Wakefield, "they undoubtedly would have insisted on the extension to which they were entitled on account of the change in plans, although it would have been impossible then to foresee the extent of the delay. Plans were made, material furnished and estimates paid after the expiration of the contract time."

The important structures of this work are the inlet gatehouse, the outlet gatehouse and division wall. The plans for these were made July 14, July 29 and August 1, 1910 respectively, or about nine months after the beginning of the work. Construction was begun immediately. In view of these facts, it would seem that the Board should not, at this late date, set up a claim for penalties for delay.

"In both reservoirs the primary causes of delay were failure of the city to furnish the necessary materials for the work on time. When these materials were finally delivered, the

contractors prosecuted the work with diligence, and completed it in as short a time as could be expected with the materials on hand. The delay was due to the changed conditions forced upon them by the city's delays. These delays constituted a breach of contract on the part of the city, and made it impossible for the contractors to perform their part as agreed upon, although they were at all times ready and willing to do so had they been permitted."

ject at Temple Beth Israel, last night, Rabbi Jonah E. Wise said that the worship of the Bible is a form of fetishism practiced by many religions other than his own.

BIBLE WORSHIP OPPOSED

Rabbi Wise Sees Fetishism in Making Idol of Holy Writ.

Taking "Fetichism or Enlightenment, the Problem of Religion," for his subject at Temple Beth Israel, last night, Rabbi Jonah E. Wise said that the worship of the Bible is a form of fetishism practiced by many religions other than his own.

She Had Consumption Was Dying; Now Well

Eckman's Alternative is being used with success in the treatment of Tuberculosis. Persons who have taken it improved, gained weight, exhausted night sweats stopped, fever diminished, and many recovered. If you are interested to know more about it, we will put you in touch with some who have recovered. You can investigate and judge for yourself. Read of Mrs. Govett's recovery:

"Gentlemen: Thinking that perhaps a short history of the remarkable cure of my mother-in-law (Mrs. Anna Govett) might give some other sufferers, I hereby give the following testimonial. About September 18, 1908, she was taken sick with Catarrh Pneumonia, and continually grew worse, requiring a trained nurse. Night sweats were so bad that it was necessary to change her clothing once or twice every night; her cough increased and got so bad that everybody expected that she would not live much longer. The trained nurse (Miss Anna Trinen) informed me that she had Tuberculosis and nothing could be done for her. In January, when at Shererville, Ind., prepared for her death, she recommended that I get some Eckman's Alternative and see if it would give her some relief. I then requested the attending physician to give his diagnosis, and he informed me that she had Consumption and was beyond all medical aid. When I asked if he thought that it was useless to try the Eckman's Alternative, which she did. At the end of the first week's treatment she got so good that she refused to take any more of it, but the doctor advised her to keep on taking it, as it was the only thing that might help her. I am glad to say that she kept on and soon began to improve. Now she works as hard as ever, weighs 125 pounds heavier than she ever did before she took sick, and is in good health. She frankly says she owes her life and health to Eckman's Alternative. We keep it on hand at all times and recommend it highly."

(Signed) ARMANDI JOSE GRIMMER.

Eckman's Alternative is effective in Bronchitis, Asthma, Hay Fever, Throat and Lung Troubles, and in upbuilding the system. Does not contain poisons, opiates or habit-forming drugs. For sale by The Owl Drug Co. and other leading druggists. Ask for booklet of cured cases and write to Eckman Laboratory, Philadelphia, Pa. for additional evidence.

Announcement

The Management of the
Hotel Multnomah
"The Most Magnificent Hostelry in the Northwest"
Opening, Thursday, Feb. Eighth,
Begs to Announce

that in response to the numerous reservations for tables at the Opening Dinner in the Arcadian Garden already received—over twenty-eight hundred—and the insistent demand that the Dinner and Entertainment be repeated in their entirety to accommodate all those who desire to honor the Multnomah with their presence on this occasion, it has decided

TO EXTEND THE OPENING DINNER AND ENTERTAINMENT PROGRAM TO INCLUDE

THURSDAY February Eighth
FRIDAY February Ninth
SATURDAY February Tenth

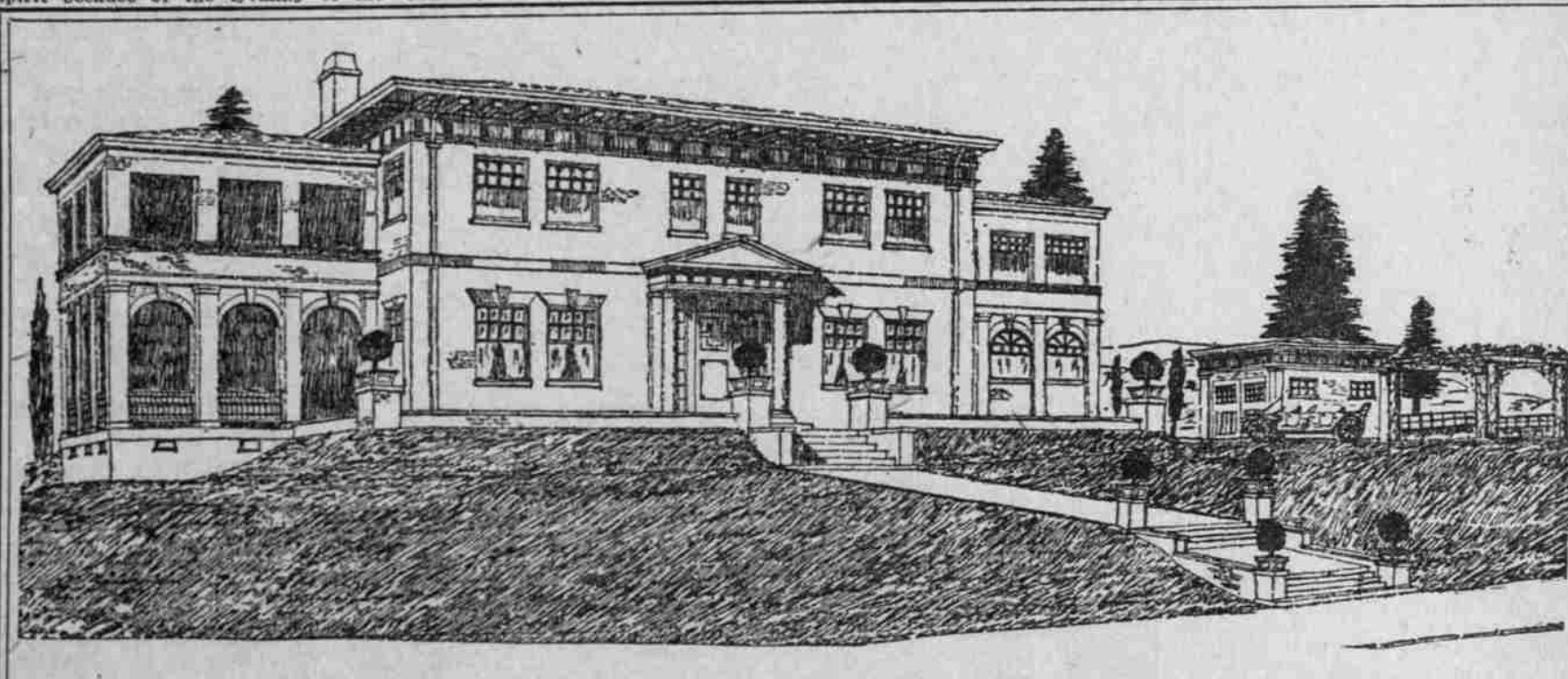
On these three evenings a Special Table d'Hote Dinner will be served at Two Dollars Fifty Cents per plate. Reservations should be made at once to the management, and written acknowledgments will be forwarded by mail.

The opening musical and entertainment programme in the Arcadian Garden of the Hotel Multnomah includes such stellar attractions as Philip Peis, Russian Imperial Court Conductor, directing his Concert Orchestra of twenty; Miss Bess Stokes, popular singer of topical songs; Mlle. Marie and Josephine Ghezal, Premieres Danseuses of the Grand Opera Ballet; the Emilia Lovvalli Operatic Trio, late star principals of the Lombardi Opera Company; and Miss Ethel Wilson and Mr. Harry Weber, introducing the torpischorean novelties, "Panama-Pacific Rag" and "1915 Waltz."

A cordial invitation is extended to visitors to inspect the Hotel the opening night, Thursday, February eighth,

Multnomah Hotel Company
H. C. Bowers Manager
J. M. Brownell Assistant Manager

ject at Temple Beth Israel, last night, Rabbi Jonah E. Wise said that the worship of the Bible is a form of fetishism practiced by many religions other than his own.



H. R. ALBEE'S MAGNIFICENT NEW HOME UNDER CONSTRUCTION AT EAST ANKENY AND FLORAL AVENUE, IN LAURELHURST.

Mr. Albee is building what, up to this time, is the finest home in Laurelhurst. The exterior walls are to be done in red pressed brick and the interior, as shown from the design, will be a perfect dream in beautiful hardwoods and ivory enamel.

The house has a frontage of 90 feet and occupies a commanding site overlooking Ladd Park. Features of the interior design of this magnificent home are: The spacious hall, finished in the finest of mahogany and floors of maple; the dining-room, with its doors of bevel plate glass, beamed ceilings, paneled walls of mahogany and maple floor; the living-room, 18 by 31 feet, with its old-fashioned colonial tile mantel and enamel finish, and ivory enamel finished chambers on the second floor, all floored with selected white oak.

While Mr. Albee's home is elegant in all its appointments and, when completed, will be one of the finest homes in Portland, it is but a type of many homes already built by discriminating homebuilders in Laurelhurst, and is but a forerunner of many others that will go up in this splendid residence addition during the coming year. Lovers of beautiful homes naturally turn to Laurelhurst as the one residence park in Portland in which to buy and build. Nearly every building site in the entire tract affords a magnificent setting for a fine residence, yet Laurelhurst lots are today lower in price than in any other high-grade exclusive addition in the city. Add to the extreme low price of Laurelhurst lots the fact that we are giving a 15 per cent discount to homebuilders, as well as helping them finance the building of their homes, and you have the reason why more than 200 residences were built there last year.

Are you contemplating building a new home? If so, come in and talk it over with us. We can interest you.

MEAD & MURPHY, SALES AGENTS
PHONES—MAIN 1503, A 1515. 522 CORBETT BUILDING