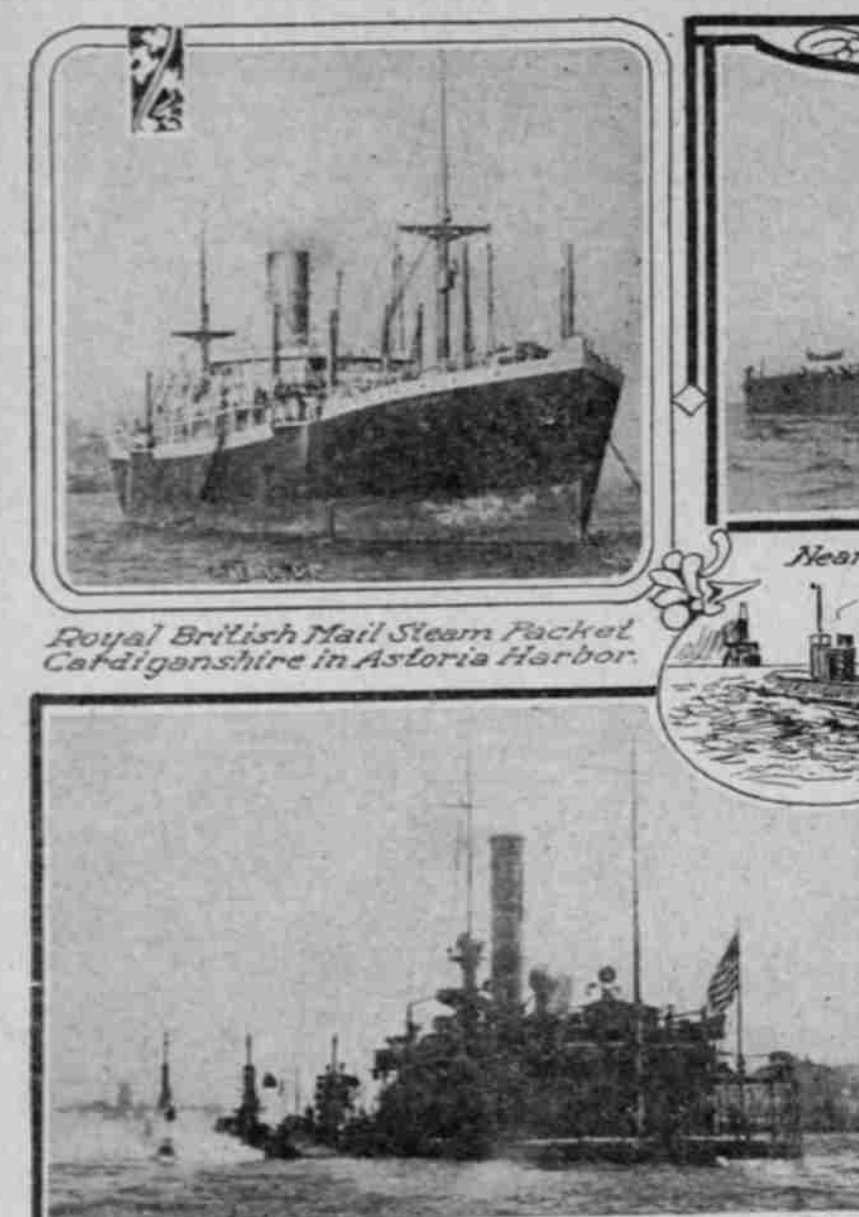


# MOUTH OF COLUMBIA RIVER ADEQUATELY FILLS ALL REQUIREMENTS FOR MODERN NAVAL BASE

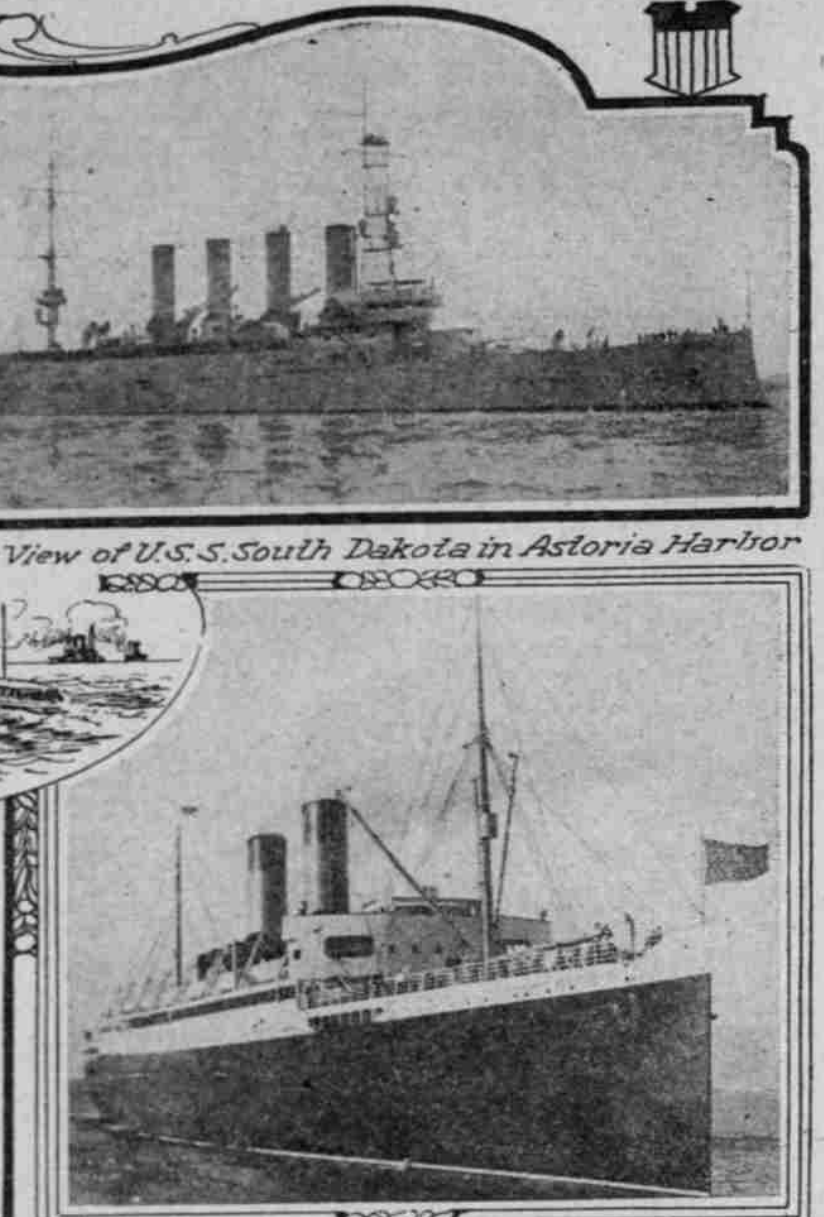
Report Shows Harbor Is at Important Strategic Point, Is Always Accessible, Has Protected Anchorage, Is Safe From Attack and Is Near Commercial Center—Channel Depth Already Enough and Jetty Makes It Deeper.



Near View of U.S.S. South Dakota in Astoria Harbor

Royal British Mail Steam Packet, Cardiganshire in Astoria Harbor.

U.S.S. Cheyenne and Submarines at Astoria



S.S. Northern Pacific.

U.S. Dredger Chinook Operating on Channel Entrance Columbia River.

ASTORIA, Or., Feb. 12.—(Special.)—The Astoria naval base committee contends that the harbor of the Columbia River, at or near its mouth, meets the five essential requirements of the Joint Army and Navy Board, which under the direction of Secretary Meyer, in 1911 investigated the Navy-yard situation in the United States. Prominent members of this board were Admiral George Dewey, Rear Admiral Waterstreet and Rear Admiral Bradley A. Fiske, whom Secretary Daniels has dubbed our "naval statesmen."

The report of this board was reproduced by the General Board of the Navy. It outlined a comprehensive Navy-yard policy and recited the following qualifications as "absolutely indispensable" to a naval base:

First—It must be located at an important strategic point.

Second—It must be accessible from the sea, but not open to the ocean.

Third—It must have near by a protected anchorage sufficient for a fleet.

Fourth—It must be safe from attack.

Fifth—It should be placed near a commercial center with plentiful labor and supply facilities.

First—The "strategic" importance of the Columbia River is indicated by the fact that it is the key to a tributary territory greater in area than Germany, equal in extent to the 12 original colonies, and the gateway to the continental railroads converge on the Columbia Basin to approach the Pacific Coast than can be found on any other waterway.

Second—The "accessibility from the sea" is indicated by the fact that it offers the only natural ingress and egress from the interior of the United States; that it is the nearest port to Yokohama, having a sailing distance of 194 miles and over San Francisco of 423 miles for the round trip; that it has in its tributary territory every resource necessary for maintenance of an Army or Navy, easily assembled on a down grade, by river, rail and highway.

No Needs to Be Encountered.

Second—The "accessibility from the sea" of the Columbia harbor is indicated by the fact that the coast line of Oregon and a part of Washington form a straight north-and-south line and there are no islands or reefs in the open roadstead of the ocean; that it is only one-half hour's sailing time from this open roadstead to reach the inside harbor.

Third—The "protected anchorage" of the Columbia harbor is proved as follows: The presence of long lines of outside jetties oblige an attacking fleet to steam directly in from the west, thus enabling the coast defense guns to converge their fire on a definite space; the channel has an even flow and regular depth which greatly facilitates the planting of a veritable network of submarine mines; the great depths that exist within the harbor would make the operations of submarines an assured success; the promontories in the inside harbor which project from the shores afford safe refuge for vessels and ideal bases for harbor defense guns and mortars.

Fourth—The entrance to the Columbia River can be made as impregnable as Gibraltar or the Dardanelles. Its land defenses can be cheaply developed and made impregnable. One of the small forts located there now has an advanced position on a headland projecting into the Pacific which has a range of nearly 5000 yards. This fort is impervious to attack except from one side and is well protected from naval bombardment, however, the ships, in flooded condition, would naturally be lower in the water. The General Board had, therefore, decided that the approach to the Navy-yards should have a channel of at least 40 feet, preferably more.

The channel entrance to the Columbia River shows a mean low-water depth of 45 feet as per last report of United States engineers for this district, with constant tendency through jetty action to increase. The committee reports that continued dredging operations will undoubtedly secure a channel 40 feet in depth before the end of the current year and in time this depth will be increased to 50 feet. Continued dredging, with the operation of the currents by jetty action, will maintain this depth permanently.

Large Cities Nearby.

Fifth—The mouth of the Columbia is "near a commercial center for centers, with plentiful labor and supply facilities," namely, Astoria and Portland, and several other towns of the Columbia Valley.

On January 27, 1914, Secretary Daniels gave Congress official information concerning the depth of channel demanded by our fighting ships. "Such a channel," said Mr. Daniels, "should have 25 feet at mean low water. The modern dreadnought demands this depth under the most favorable conditions. In case of an unsuccessful naval engagement, however, the ships, in flooded condition, would naturally be lower in the water. The General Board had, therefore, decided that the approach to the Navy-yards should have a channel of at least 40 feet, preferably more."

The channel entrance to the Columbia River shows a mean low-water depth of 45 feet as per last report of United States engineers for this district, with constant tendency through jetty action to increase. The committee reports that continued dredging operations will undoubtedly secure a channel 40 feet in depth before the end of the current year and in time this depth will be increased to 50 feet. Continued dredging, with the operation of the currents by jetty action, will maintain this depth permanently.

are about 600 miles of road belonging to the company. A former general manager of the road testified that it cost \$50,000 a mile to build and equal to correct the road and its equipment, apart from the lands, are worth at least \$25,000,000. Consequently, the value of the road, as well as the value of the lands, is secured without reference to the grant lands. Still they have a lien upon them to the extent of the railroad's interest therein, which, of course, must be taken care of in any disposition made of the lands by Congress.

Stockholders Well Provided For.

"According to the records in the suit mentioned, the stockholders did not invest over \$1,000,000. The rest was borrowed upon the security of the grant lands. It has all been paid now except as above stated. Deducing this balance, \$17,745,000 from the total cost, \$23,000,000, the amount secured without reference to the grant lands, is \$5,255,000, as the result of the investment of \$1,000,000."

The question of those who purchased from the railroad company and paid more than \$2.50 per acre is held to be material only as it bears on the question of the amount of the debt to be paid to the United States. "These purchasers," it is held, "entered freely into their contracts to pay what must be presumed was an adequate value for the land at the time they bought it. According to the Supreme Court's holding with respect to the cross-petitioners and intervenors, the railroad company to sell. It said the company 'might choose the actual settler, etc. Consequently, the amount of the debt to be paid to the United States is not affected by the fact that the purchasers agreed to pay. Upon what principle, therefore, could they ask for the refund of the money?'"

The Attorney-General then reviews at length the innocent purchaser suits, under which about \$800,000 has been collected by the Government, and then takes up outstanding contracts, saying:

"There are a number of contracts outstanding for the purchase of lands upon which a part only of the purchase price has been paid. The lands covered by these contracts, amounting to 2,500 acres, were omitted from the Government suits."

Relief Offered Purchasers.

"Respecting these lands I would observe, first, that it would be fair to allow the purchasers and their assigns the same measure of relief as was offered in the cases governed by the act of 1912. Whether any of these executory transactions is protected by the statute of limitations prescribed by the act I will not undertake to say. Some of them, I am persuaded, were not within the limitation of the compromise. Equally, between the cases and the cases settled by that act will be brought about if those who claim under the executory contracts are permitted to make good title by agreeing to pay the company, where the contracts call for less than 1900 acres, and making an additional payment of \$2.50 an acre where the contracts call for 1900 acres or more."

"In rough figures the account between the United States and the railroad company may be stated thus: Total amount of the two grants, 2,200,000 acres at \$2.50 per acre, \$5,500,000. Amount received on their account, 2,500,000. Balance due railroad company, \$3,000,000. An early settlement of the controversy is much to be desired. If, therefore, the railroad company should be induced to agree to an adjustment of the whole matter, it might be wise for the Government to yield on a few points, especially with respect to some of the charges made and credits claimed in the statements given above."

Settlement Is Invited.

"But if the company is going to contest any legislation that Congress may pass upon the subject, and the indications now are that it will, then the Government should insist that it is entitled to strict rule of the law. In this connection I would respectfully suggest the wisdom of inviting the railroad company to indicate what, if anything, they would agree to as a settlement of the entire controversy."

From the foregoing discussion it will be seen that, in harmony with the Supreme Court's definition of the railroad company's rights, Congress may take back the land immediately, or within a reasonable time, by appropriation from the public fisc, or provide new methods of disposing of the lands for money, or satisfying the just claims of the railroad company out of the proceeds of sale. I am also of the opinion that in all cases not covered by the act of 1912, where lands have been sold in violation of the granting acts, Congress, if it chooses, may deal with the lands as if they had never been sold; or, for legal speaking, such sales, having been made in contravention of express statutory prohibitions, are absolutely void.

Law Should Be Made Clear.

"Postponing the case of the purchasers for separate consideration, and confining attention now upon the problem presented by the claims of the railroad company and its lienors, I would first of all lay emphasis upon the desirability of a law so clear and so elastic in its adaptation to the possible results of further litigation that no doubt need be entertained as to its validity. As already indicated, I hold to the view that the amount of money which the company is entitled to collect in excess of its rights should be deducted from the payments to be made, unless the company and its lienors shall justify a more liberal adjustment by consenting to the act and thus precluding the possibility of any further controversy and litigation. That amount the act itself should determine, and the amount through judicial proceedings, wherein all questions of fact and law involved may be conclusively determined. Payment of the company and its lienors, whether from the treasury or the proceeds resulting from disposal of the remaining lands under the act, may be deferred until the amount of the deduction has thus been established."

Speedy Settlement Desirable.

"Whether, and to what extent, this suggestion should be adopted is a matter which, from the executive standpoint, should be of interest to the Secretary of Agriculture. On the other hand, it has been urged that in justice to the State of Oregon, and especially to the counties of that state in which the bulk of the lands is situated, the lands and the timber should be opened as speedily as possible to promotion and industry may be promoted and that the local taxing power may not be unduly restrained. In the hands of the railroad company the lands were taxable to the extent of the company's interest (\$2.50 an acre), according to my belief, to their full value, according to the claims of the counties. My information is that these counties were largely dependent on such taxation for their revenue, and that since the entry of the decree in 1913 they have suffered greatly because of their inability to collect the taxes so levied."

"These accumulated taxes, whether technically valid or not, should, in my judgment, be paid immediately when the lands are opened to settlement. This debt is guaranteed by the Southern Pacific Company. According to the records in the Government's suit there

# MR. GREGORY INTERPRETS DECISION ON LAND GRANT

Attorney-General Discusses Limitations Placed on Congress and Says if Railroad Would Agree to Adjustment, Some Concessions Might Be Wise.

OREGONIAN NEWS BUREAU, Washington, Feb. 12.—The first authentic interpretation of the decision of the United States Supreme Court in the Oregon & California land grant case was contained in the letter of Attorney-General Gregory, sent to the Senate committee on public lands and to Secretary Lane and Houston. The Attorney-General does not deal with the question of policy of disposing of the lands, but rather with the limitations which Congress may act.

After reviewing the history of the granting acts, he cites the provision in the act of 1865, which provides that Congress might at any time, "having due regard for the rights" of the railroad company, "add to, alter, amend or repeal" the granting act. He like previous appeals in the act of 1870, but the act of 1865 embraces nearly all the lands dealt with in the Chamberlain bill. He says the lands patented to the railroad company amount to 2,500,000 acres, leaving unpatented 200,000 acres.

Interest Valued at \$25,000,000.

"The value of the land grant suit, the value of the lands involved was set at \$20,000,000, but the Attorney-General recites that some place the value as high as \$50,000,000. "The timber thereon," he says, "constitutes the chief value. The railroad company's interest in the 2,500,000 acres owned, at \$2.50 an acre, is \$6,250,000. Deducting therefrom the total value of the land, \$23,000,000 (which is the compromise value adopted by the Attorney-General), and we have a balance of \$16,750,000. The Government's present interest under the decision of the Supreme Court."

The Attorney-General then shows how the land grant territory, which was the Government's soil. He recites the fact that 650 persons, who settled on the land without the consent of the railroad company, have been evicted, and that \$2,500,000 an acre, became cross-complaints, and some 6000 other applicants, who never settled on the land, were permitted to intervene, contending they were entitled to conveyance. Both contended the railroad held the lands in trust for their use and benefit.

Coming down to the Supreme Court decision, the Attorney-General says:

"With respect to the cross-petitioners and intervenors, the Supreme Court has held that the Government has no right to the lands; that the accomplishment of the purposes of the grants determines against the creation of a trust."

"The court is disposing of the Government's claims, held that the restrictive provisions were not conditions precedent, but enforceable covenants, and reversed generally the lower court's decree, with directions that the District Court enter a decree providing that the railroad company be enjoined from sales in violation of the restrictive covenants and from any disposition of the lands or of the timber, until Congress has a reasonable opportunity to provide legislation for their disposition, etc." He shows that the court then provided a course which the railroad company might pursue if Congress should fail to act within a reasonable time.

The lower court, he says, has entered a decree in accordance with the decision of the Supreme Court, and the judgment against the cross-petitioners and intervenors, notwithstanding the order of general reversal, was affirmed.

The railroad company contending that this last decree is not in harmony with the mandate of the Supreme Court, has appealed, but no action which Congress might take concerning the disposition of the lands can be affected thereby."

Railroad's Rights Defined.

The Attorney-General cites that part of the Supreme Court opinion which holds that "the grants must be taken as they were given, as they were made, and we cannot import a different measure of the requirements and the assent than the assent of the act or statute. It is to be remembered that grants are as well as grants and must be given the exactness of laws." He also cites other paragraphs of the decision, and says:

"These excerpts clearly establish two things:

(a) That the restrictive provisions must be taken as they read—that they mean what they say; and

(b) That \$2.50 per acre in the aggregate is the sole measure of all the value conferred by the granting acts upon the railroad."

Whatever other rights were given to the railroad by the granting acts, such as right of way over the public domain, etc., have all been satisfied."

"Therefore, \$2.50 per acre is the maximum amount which the railroad company is, or was at any time, entitled to receive. By the decision of the Supreme Court the rights of the railroad company are fixed at a sum

not to exceed \$2.50 per acre. Therefore, Congress has the power to amend this act, provided it secures to the railroad company \$2.50 per acre, that being the measure of its rights in the land.

Congress Power Impaired.

"But apart from this, the fact that the Supreme Court has referred the subject to Congress necessarily implies the power of Congress to deal with it along the lines of the court's opinion."

He cites the record of the Government's suit showing that the railroad company, prior to the institution of the suit, had received on account of the lands a total of \$2,500,000, of which \$1,232,822 came from sales of lands and \$1,267,178 from interest on contracts, the remainder from timber sales, leases, etc. "Perhaps the most striking feature," says the Attorney-General, "because some of it undoubtedly came from the railroad company's share in the proceeds of the sales. The time may come when an exact adjustment of this item may be pertinent, but it is not now." He also shows that about \$200,000 additional has been received from sales made by order of the court, which amount is now held back. He gives the following table showing what the railroad company claims to have disbursed on account of the land:

Advertising	24,733
Legal expenses	115,523
United States survey	115,577
Stationery and office expenses	41,248
Stationery and printing	15,249
Taxes on lands	1,227,778
Total	\$3,612,313

Allowance in Excess Opposed.

"I do not believe," says the Attorney-General, "that the railroad company is entitled, in strictness, to credit for any of the items shown in this table. The \$2.50 per acre is the maximum amount given to it by the grants. If the credits which it asserts are recognized, it would receive not only \$2.50 per acre, but a sum in excess equal to the amount of the credits allowed. This is not warranted by the terms of the grants, as interpreted by the Supreme Court. Perhaps generosity might allow the company credit for taxes paid on a valuation above \$2.50 per acre. In later years, I am informed, it has paid on such a valuation, and since, according to the decision of the Supreme Court, it had no interest in the excess value, possibly it would be inequitable to refuse it credit for the taxes paid thereon."

"Still it must not be forgotten that the railroad company levied this high price valuation by the prices at which it held the land and the insistent claim made that it owned the full value, notwithstanding the restrictive provisions. What the amount of the taxes paid on the excess value is I do not know, but whatever it may be, it is the only item which, in my judgment, should have any consideration as a credit. By this I do not mean to say that the claim

# Economy Event Our Profit-Sharing Piano Club

NOTE THIS: There is no piano sold elsewhere at less than \$225 that is equal to this Piano. This store is careful of its statements; its word and its promises are good.



Fee Sends It Home \$1.25 Weekly

As Club Member Pay \$2.45 Weekly No Interest

The Piano You Will Be Proud Of and Glad to Show Your Friends. Be advised, compare our improved 1916 Model Club Pianos with anything new or old offered elsewhere, and we will leave it to your judgment, as you judge it best after making such a comparison.

Mr. Schwankovsky, President of this company, during his 35 years of piano experience never known to recommend the purchase of a used, unimproved piano or second-hand piano.

Why have your children continue the forcing, the pounding of the used, unimproved piano, which on double repeating, brass-plate actions of today permit the drawing of a more musical tone, with no need for forcing? Besides, the life goes out of the string, you produce lost motion, etc. All which you need to do to obtain the best musical results and artistic performance by selecting one of our 1916 improved, easy, double-repeating, brass-plate action Club Pianos.

EXCLUSIVE CLUB FEATURES EASIEST Club Payments. Every other piano store charges the rest on time payments, therefore it's you who are paying for the time. In this Club you acquire the Factory Cash Price and 2 1/2 years without interest. This alone saves you from \$50.35 to \$115.00, because of the 3 per cent charged elsewhere, when observing our range of prices.

GUARANTEE—Every instrument offered in this Club carries the Manufacturer's guarantee for 10 years. Also, we guarantee the best musical results and artistic performance by selecting one of our 1916 improved, easy, double-repeating, brass-plate action Club Pianos.

HOW TO JOIN THE CLUB—You call at the store and we will supply you with a Membership Blank, and you return it to us, together with the \$5 or \$10 fee, which entitles you to all the membership privileges and the immediate delivery of the instrument.

Swan Piano Co. Manufacturers' Coast Distributors. 111 Fourth Street at Washington. Open Monday, Wednesday and Saturday Evenings.

plained, is not approved. It proposes to appropriate and pay the railroad company \$5,750,000 for all the remaining lands under the Chamberlain bill. This alone saves you from \$50.35 to \$115.00, because of the 3 per cent charged elsewhere, when observing our range of prices.

The McCumber bill, which gives preference rights to certain applicants, not settlers, would enable applicants to acquire the lands under the Chamberlain bill for \$200,000 for \$400, says the Attorney-General. "Among those who would benefit by this measure," says the Attorney-General, "are the cross-petitioners and intervenors, who, according to the Supreme Court, have no rights in the land, and of course the other applicants have no better standing. True, some of them, but not all, were duped by locators, many of whom have been proceeded by this department since now being published. However, neither the Government nor the railroad company is responsible for the deceit practiced upon them, and in consequence they have no claim for special consideration on that or any other score."

I shall take the liberty of submitting copies of this communication to the Secretaries of Interior and Agriculture. It is possible that they may favor me with their criticisms and suggestions, and I am sure that it is a pleasure to communicate with you again."

FIVE GENERATIONS LIVING Mrs. Mary Venable, of Idaho, Has One-Hundredth Descendant.

BOISE, Idaho, Feb. 12.—(Special.)—The mother of 15 children, 13 of whom are living, Mrs. Mary Venable, is the head of a family of five generations, at the age of 76 years, a distinction believed unique. The pride of her heart, however, is her 100th direct descendant, and great-great-grandson, James Morrison, 7 months old.

Mrs. Venable is probably the youngest great-great-grandmother in the Western country. She is hale and hearty, and surrounded by her many relatives at her home at Eagle, 19 miles west of Boise, in Idaho. Mrs. Venable has no grandchildren and one great-great-grandchild, and one great-great-grandson. She is a native of Western Virginia. Her husband, John W. Venable, of Eagle; Thomas B. Venable, of Nampa; and Minor Venable, of Nampa, are her sons. Mrs. Venable and Mrs. Mattie Armitage, of Nampa.

WOMEN STUDENTS EXCEL University of California Scholarship Statistics Are Interesting.

UNIVERSITY OF CALIFORNIA, Berkeley, Feb. 12.—(Special.)—The semi-annual report of the registrar of the University of California contains some interesting statistics on scholarship ratings. The figures show that women are attaining a higher grade than those who do not.

The organizations on the campus, such as fraternities, sororities and house clubs, whose scholarship is above the average, are published in alphabetical order in the Daily Californian, the student organ. Fourteen fraternities and three house clubs received places on the coveted list. All of the averages are lower than those of the previous year, and the fall is attributed to the exposition influence.

Infected Hogs Killed. DAVENPORT, Wash., Feb. 12.—(Special.)—Lincoln County health officers quickly dispatched five hogs which had been bitten by mad dogs, and burned the barn in which the swine had been confined since they were bitten a few days before. The owner of the property, John Zelman, had readily consented to the destruction of his property as a safeguard against an epidemic of rabies. The dog had already been shot and its body buried.

Evangelist and Bride Coming West. ROSEBURG, Or., Feb. 12.—(Special.)—Bruce Evans, evangelist, who has held meetings in various Southern Oregon towns during the past year, was married recently at Buffington, Ind. The bride was Miss Helen Cash, a church worker of that place. Mr. and Mrs. Evans are now on their way to Oregon, where they will make their home.