

## To the Voters of North Bend

(Continued from page 1.)

Bend and Marshfield, together with a number of citizens from the respective towns, of which the writer was one, appeared and asked the court to make an appropriation to pay for the condemnation of the Stave Mill strip of road, and it was then and there represented by the mayor of North Bend that the balance of said road connecting North Bend and Marshfield as shown by said map was either ready for opening or immediately available for dedication. What these representations were in effect and to what extent they have been relied upon are best set forth in the statements of other disinterested parties who have had first hand knowledge of all the facts relating to the attempted opening of this road up to the present time.

The writer has in his possession copy of the map which was filed with the Kopf offer to open the waterfront roadway through blocks 33 and 36 in Plat B, which contains the following self-explanatory indorsements:

State of Oregon, )  
County of Coos, ) ss.  
City of North Bend)

I, A. H. Derbyshire, recorder of the City of North Bend, in the County of Coos, State of Oregon, do hereby certify that the map appearing on the other side of this sheet is a correct copy of the map filed in my office by Charles H. Kopf et al, in connection with a petition filed by them, on the 21st day of November, 1910; said petition relating to the proposed dedication of a street from the intersection of Lombard and Tremont streets in said city of North Bend to the intersection of Stanton and Maine streets in said city.

Witness my hand this 6th day of December, 1910.

(Signed)

A. H. DERBYSHIRE,

Recorder of the City of North Bend.

I, the undersigned, hereby certify that I am and was judge of the County Court of Coos County, Oregon, and sat as a commissioner at the January term, 1910, before which Mayor Straw and representative citizens of Marshfield, Oregon, and Mayor Simpson and representative citizens of North Bend, Oregon, appeared and petitioned the Court to appropriate the money necessary to pay for the condemnation of that portion of the proposed public highway connecting Marshfield and North Bend which is shown in the accompanying map as the north extension of Front street in Marshfield and the south extension of Tremont street in North Bend. That I have examined the accompanying map and identify the same as being the map of the proposed public highway connecting North Bend and Marshfield in relation to which we were induced to make said appropriation upon the representation of the respective mayors and citizens of said Marshfield and North Bend to the effect that the said proposed public highway as shown thereby was opened to a connection with Stanton avenue in the City of North Bend or that the land necessary for the opening along the lines of said highway as shown by said map was immediately available for dedication.

(Signed) JOHN F. HALL,

County Judge.

I, the undersigned, hereby state that I am and for the past four years have been a commissioner of the County Court for Coos County, Oregon. That when the matter of opening the waterfront roadway between Marshfield and North Bend was first presented to the County Court for consideration, the question of the advisability of condemning the right-of-way for said road through the Stave Mill property was carefully weighed by said Court; that it was the opinion of the Court at first that the benefits to be derived were not such as to justify the expenses; but upon the representations of L. J. Simpson and other property holders in North Bend to the effect that they would commence work and build the North end of the road immediately upon the decision of the court to go forward and appropriate the money necessary to buy the right-of-way and build the road through the Stave Mill property, the said county court did, at the January, 1910, session thereof, pass a resolution appropriating said money and did proceed at once to the opening and improvement of said road through the Stave Mill property, that this action would not have been taken by the court except for the representations aforesaid.

(Signed)

E. A. ANDERSON,

Commissioner.

I, E. E. Straw, mayor of the City of Marshfield, hereby state that I have examined the map and plat hereto attached entitled a map showing the proposed public highway connecting Marshfield and North Bend. Upon the representations of owners of property through which that portion of the road connecting Stanton avenue at the intersection of Maine streets with Tremont streets at the intersection of Lombard street as shown by said map to run, I petitioned the County Court as the Mayor of Marshfield to build that portion of the road which was condemned through the Stave Mill property and running from the north city limits of Marshfield to the south city limits of North Bend. That I was one of a number of people of Marshfield and North Bend of whom the mayor of North Bend was one, who appeared before the County Court at the January session, 1910, and petitioned the court for an appropriation to pay for the condemnation of that part of the road last described. That it was upon the representation of responsible citizens of North Bend to the effect that they were ready, willing, able and desirous of opening the balance of said road from the south end in Tremont street to the intersection of Stanton avenue and Maine street along the lines shown by the attached map that I consented to become one of the parties petitioning the County Court.

That later I learned from E. L. Robison that he was at one time employed to make draft of that portion of the road designated by said map to run through the Porter Mill property, for filing, to which map and plat was attached the dedicatory clause. Whether or not said plat was formally executed by the Simpson Lumber Company I am not able to say. As a further evidence of my faith in the promises of parties controlling the land over which this street or road must enter North Bend, I did vote off a tie in the Marshfield city council which caused the property owners of North Front street in the city of Marshfield to improve their street at the expense of some Thirteen Thousand Dollars (\$13,000.00). This was as early in the year 1907.

Dated at Marshfield, Oregon, this 8th day of December, 1910.

(Signed)

E. E. STRAW,

After hearing these authorized public statements to the effect that said street would be immediately open and available, the writer at much expense of money and time immediately set about the circulation of initiative petitions asking that the matter of his application for a franchise be submitted to the voters of the city of North Bend at a special election to be held on April 18th of this year. This proceeding necessitated the passing of an ordinance by the council calling a special election on that day. When the writer appeared before the council he was told that although the opening of the road through the Porter Mill property could be handled there was no present opportunity of securing a passage for the road through blocks 35 and 36 of Plat B, and that until that was procured they did not think it advisable to submit the question of the franchise to the vote of the people. Acting therefore upon the assumption that the representations of the interests in question would open the road to a connection with Stanton avenue whenever the Kopf interests furnished a right-of-way through Plat B to Tremont street, the writer at his own cost and expense secured the offer as based upon the map and plat which has been heretofore publicly approved by the parties concerned in furnishing a practical connection of the waterfront road between Stanton avenue at the intersection

of Maine, and Tremont street at the intersection of Lombard street. No attempt therefore to make it appear that the writer has attempted to force upon any interests in the city of North Bend a project for the opening of this waterfront street of his own making, can succeed in the face of the disinterested proofs that are furnished herewith.

An attempt has been made to make it appear that the effect of the franchise asked for will be to tie up Tremont street in Plat B perpetually. A reference to section 12 of the Ordinance will show conclusively "that if the lines of railway" thereby "required to be constructed, completed and operated are not constructed, completed and operated as and when by this section provided, then all the franchises, rights and privileges granted by this ordinance shall be forfeited by resolution of the common council of the city of North Bend passed for that purpose." And the same section provides that the franchises and privileges granted by the ordinance shall in no event continue for a period longer than 35 years after the date that the ordinance goes into effect. This general clause providing for forfeiture gives the lie every suggestion that there is a joker in the franchise.

It has been said that the writer can, if he so desires, allow the Marshfield franchise to lapse, but still hold control of the waterfront by operating 4,000 feet of road on Tremont street from the south end thereof to its intersection with Lombard, and though operating it at a loss, control the electric railway situation on Coos Bay indefinitely. I call your attention to the fact that if he does this or is allowed to do this it will be with the consent of the interests representing the Porter Mill Company property, for it stands at all times able to enforce the duty laid upon the writer by section 12 of the franchise to commence the construction of the lines of railway on and into the city of North Bend and through said city to Simpson Park by opening up the connection between Tremont street at the intersection of Lombard and Stanton avenue at the intersection of Maine as was agreed upon a year ago with the county court; but in addition to this the voters of North Bend must be reasonable and not charge the writer with a purpose to indulge in the absurdity of operating a stub of line beginning nowhere and ending nowhere and upon which he could carry no passengers for the purpose merely of keeping alive rights in the city of North Bend which he can not reach and utilize; but on the other hand to recognize that, if he had to sacrifice one or more of his franchises he would in the very nature of things do the required construction work of one mile and operate the same in the city of Marshfield where he now holds the valuable waterfront franchise on Front street and where his terminal railway traction line is superimposed upon the Southern Pacific's terminal grounds in said city of Marshfield by reason of his having a franchise on Front street south. To give credit to so absurd a suggestion is to charge the writer either as wholly incompetent to care for his own interests or to say that he is so spitefully disposed as to desire rather to harm his fellow men than to advantage himself in the proper conduct of his own personal business enterprise. I feel confident that the people of North Bend are not going to find me guilty on either charge.

Finally, my friends, I have spent much time and money during the past 18 months in my attempt to develop an adequate railway right-of-way connecting up these two towns. And I ask you to accept this as evidence of my good faith, in the premises, and on the other hand to carefully consider and weigh what motive and purpose is back of all suggestions which have for their purpose a defeat of this enterprise at this time. Before closing, I desire to say that all franchises now held by me which include the Marshfield franchise and the county court franchise on the county road between North Front street in Marshfield and the south end of Tremont street in North Bend will expire on or about July 1, 1911, unless a mile of road is built and operated in the town of Marshfield and the entire length of the line on the county road is built and operated. The right to occupy Tremont street under the proposed franchise would expire early in August if the writer takes the full 60 days in which to commence construction, for he must build and operate the line on that street within six months after he commences construction; and he pledges the people of the city of North Bend that in no event will he occupy Tremont street with the line authorized by the franchise or attempt to operate a line thereon unless he at the same time is able to fulfill his obligations to build and operate the lines of railway required to be built and operated under the county court franchise and the Marshfield franchise on or before July 5, 1911, at the latest.

Respectfully submitted,

JACOB M. BLAKE.

**Didn't Scare Him.**  
"Of course," said Dr. Price, "I cannot properly treat your case without a diagnosis."  
"Don't let that worry you," replied Mr. Nuritch laughingly. "I got barrels of money. I suppose that's the medical word for 'fee in advance,' eh?"—Catholic Standard and Times.

**A Refined Vulgarian.**  
"Jones is the most refined man I know."  
"How's that?"  
"He uses a separate toothpick for each tooth."—Buffalo Express.

**Easy.**  
"How is it that Grace believes everything you tell her?"  
"I gain her confidence by telling her she is beautiful just before I start to talk."—Cleveland Leader.

**Of Course.**  
"Hubbard—My dear Emily, why is it I am always in the wrong?"  
"Wife—I suppose it's because I am always in the right."—New York Journal.

**Then There Was a Hush.**  
"It's easy to see," said Mr. Blowem, "which side of the house the boy gets his temper from."  
"And also easy," replied Mrs. Blowem, "to see where he gets his inability to control it."

**The Old Temeraire.**  
[He jests at cars that never felt a wound.]  
We drove among the untrodden ways  
Beside the springs of Dove  
A car which there were few to praise  
And none at all to shove.  
She bumped upon a mossy stone  
Half hidden from the eye  
Fair as a car can spin she spun  
And leapt toward the sky.  
We were alone, and few could know  
When we two ceased to cuss.  
Ten miles we hauled her home, and oh,  
The difference to us! —Pun.

**Like a Man.**  
She—George, dear, we've been married just three months today.  
The Brute—Great Scott! Is that all!

**Wife's Weaknesses.**  
"Is your wife outspoken?"  
"She's usually out, and when she's out she's usually speaking."

**Her Taste.**  
"That girl is a perfect scream."  
"Judging by her dress, she is loud enough to be."—Baltimore American.

**Sleepwalkers.**  
Cases in the medical books show that somnambulists have walked as far as fifteen miles in their sleep.

**Gold Coins.**  
Seventy per cent of the gold in the possession of civilized man is in the form of coin.

**Misses the Thirteen.**  
"Why does the clock start again when it gets to 12?"  
"Because 13 is so unlucky."

**The Largest Cemetery.**  
At Rookwood, Australia, is the largest cemetery in the world. It covers over 2,000 acres.

**Persian Women.**  
In the course of her life a Persian woman is sometimes married forty or fifty times.

**Thunderstorms.**  
A thunderstorm in hot weather travels at the average rate of thirty miles an hour.

**Iron, Gold and Water.**  
Iron is seven times as heavy as water, bulk for bulk, and gold nineteen times.

**Red Hair in Turkey.**  
In Turkey red hair is counted a great beauty, and the women dye their hair that tint.

**The Sun's Flames.**  
The sun's flames spring at times to a distance of 350,000 miles from its surface.

**Five Toed Fowl.**  
The Dorking fowl is the only living bird which in its adult condition possesses a five toed foot.

**Music.**  
The Chinese claim music was invented by the Emperor Fuhai some 3,000 years before the Christian era.

**He is No Hypocrite.**  
Tom—Are you going to wear mourning for your wealthy uncle? Jack—Only a black pocketbook.

**A Joyous Heart.**  
A laugh to be joyous must flow from a joyous heart, for without kindness there can be no true joy.—Carlyle.



## You are Sure of a Perfect Match

"Yes, Madam, this fabric shows identically the same details and color as would be shown in broad daylight. You see I'm displaying the goods under the clear white rays of this wonderful new General Electric Mazda Lamp. It's really the equivalent of daylight, and that's why all up-to-date stores are using it. Of course there are also other vital reasons, one of which is this: the G-E Mazda Lamp gives twice the light of the ordinary carbon incandescent lamp—and costs less to burn."

The invention of the Mazda Lamp has caused thousands of people to have their houses and stores wired for electric light. If you are not now using it, come in for a moment to-day and let us prove to your entire satisfaction that this wonderful new lamp has made electric light as cheap as it is convenient.

Coos Bay Gas & Electric Co.

## CONCERT - Chaminade CLUB

Mrs William Horsfall Jr, director

presenting

Mrs. May

Dearborn-Schwab

Lyric-Soprano of Portland, at

Masonic Theater

Wednesday, December 14

at 8:30 P. M.

Seats now on sale at the "Busy Corner." Reserved seats \$1.00.

General Admission 50 cents.



## SILVER

YOU ARE CORDIALLY INVITED TO INSPECT OUR EXCEPTIONALLY FINE ASSORTMENT OF STERLING AND DERBY SILVER TOILET, MANICURE, MILITARY AND BRUSH SETS.

THESE ARE CERTAINLY QUALITY AND UTILITY GIFTS THAT ARE ALWAYS APPRECIATED. COME IN AND LET US SHOW YOU.

## Brown Drug Company

Graduate Chemists "The Quality Store"

### NOTICE TO CONTRACTORS.

Notice is hereby given that sealed bids will be received by the Common Council of the City of Marshfield, Coos County, Oregon, until half past seven o'clock P. M. Tuesday, the 13th day of December, 1910, for the improvement of that portion of Front Street North from the north line of Alder avenue east to the south line of Elm avenue east in the City of Marshfield, Coos County, Oregon, according to the plans and specifications on file in the office of the Recorder and open to the inspection of all persons interested therein.

Bids will be received for the work necessary to complete the proposed improvement and also for each class of work included therein, i. e., for the bulkhead and piling, for the grading, for curbing and paving the roadway and for the sidewalks.

A certified check of five per cent of the amount of the bid must ac-

company each bid, to be forfeited to the city of Marshfield, in case the contract is awarded and the contractor fails to enter in a contract within five days from the time the contract is awarded him.

The Common Council reserves the right to reject any and all bids. Dated this 2nd day of December, 1910.

JOHN W. BUTLER,  
Recorder of the City of Marshfield,  
Coos County, Oregon.

One vital point to be remembered is to make your selections early so as to have your engraving done on time.—THIS WE DO FREE.—Red Cross Jewelry Department.

For Christmas Gifts, nothing will be more appreciated than a pair of genuine MOOSE-HIDE MOCCASINS for house slippers for men or women. I have the first that were ever brought to Coos Bay. Bargains at \$3.00. Call and see them at once.—O. O. Lund, 218 South Broadway.