

Coos Bay Times

MEMBER OF ASSOCIATED PRESS

YOUR ADS CARRYING Your store-news, should appear as regularly as does this newspaper.

SOMEONE HAS SAID: "A store's advertising space in a newspaper, compared with the space used by other stores, should define its comparative importance in the community!"

VOL. XXXIV Established in 1878 as The Coast Mail MARSHFIELD, OREGON, SATURDAY, MAY 20, 1911—EVENING EDITION—EIGHT PAGES. A Consolidation of Times, Coast Mail and Coos Bay Advertiser. No. 109

PEACE DECLARATION IN MEXICO WILL BE ISSUED VERY SOON

Commissioners Today Consider Issuance of Statement to People.

REBELS TO DISBAND WHEN IT IS OUT

Ratification of President Diaz All That Is Needed Now to Settle It.

(By Associated Press to Coos Bay Times.)

JUAREZ, Mex., May 20. — Dr. Vasquez Gomez, head of the Rebel peace commission, and Judge Carbajal, Federal peace envoy, conferred today about the issuance of a manifesto declaring peace throughout Mexico.

BANK IS CLOSED.

New York Institution Shut By State Examiner.

(By Associated Press to Coos Bay Times.)

NEW YORK, N. Y., May 20.—The Knickerbocker Savings and Loan Company closed its doors this morning following an examination by state superintendent of banks, O. H. Chesney.

DECISIONS IN LAND CONTEST

C. E. NICHOLSON LOSES HOME-STEAD IN SAND HILLS WHILE

R. C. CORDES WINS AT LEAST PART OF HIS.

Decisions have just received here in the contests instituted by the government against the homestead claims of C. E. Nicholson and R. C. Cordes.

In the contest against Mr. Nicholson, the decision is against him on the ground that he never established a home there.

In the case of R. C. Cordes, the decision is only a partial one and is in his favor. One-half of his homestead is located in what is known as the Shulaw forest reserve and upon this portion of it, decision was withheld.

KAISER LEAVES LONDON.

Germany's Royal Family Leaves On Cruise.

LONDON, England, May 20. — Emperor William, Empress Auguste and Princess Victoria Louise left London and will sail on the Royal yacht from Shearwater tomorrow.

KINNEY AFFAIR GROWS LIVELY

Local Attorneys and Creditors Fighting Hammond's Stand In Case.

There is a lively scramble on over the Kinney bankruptcy cases and the trusteeship negotiations.

A. S. Hammond, who is representing some of the Kinney creditors and who was selected as attorney for the trustee of the creditors of the Coos Bay Rapid Transit company, a Kinney corporation, is endeavoring to have the bankruptcy proceedings dismissed while the other attorneys in the case are opposing such an action.

Today, C. B. Selby received the following telegram from Robert Tucker, a Portland lawyer who was associated with him in bringing the proceedings:

"Hammond here with motions and stipulations requiring dismissal today. Shall I resist in open court. Answer quick."

Immediately Mr. Selby called a conference of other attorneys representing creditors of Mayor Kinney and the Kinney corporations and the following telegram was sent to Mr. Tucker:

"Mr. Hammond does not represent petitioners in either case and petitioners absolutely refuse in all cases to consent to dismissals and their attorneys instruct you to resist motion to dismiss. Call court's attention to amendment 1910, Section 59, Bankruptcy act, Collier edition eighth. Page 626."

The above telegram was signed by Chas. B. Selby, C. E. Maybee, N. C. McLeod, W. U. Douglas, John G. Mullen, Chas. I. Reigard, O. S. Torrey, John Horn and Geo. White, all except the last three who are petitioning creditors, being attorneys.

It is claimed that the amendment to the bankruptcy law referred to prevents the cases being dismissed without notices being sent to all creditors of Major Kinney and his corporations and their assent, tacit or otherwise, secured.

It will be remembered that the proposal to dismiss the bankruptcy proceedings was made by some of the parties interested on an agreement among some of them that W. J. Rust be appointed trustee with power of attorney to settle up the matter.

Mr. Selby and those who are objecting to the plan say that the proposed trusteeship is not fair to their clients as it makes the Waite, Kollock, Shahan and other claims preferred liens and also because the trusteeship is not under the control or supervision of the courts. Without the agreement recognizing the Waite, Kollock, Shahan and other claims and with the trusteeship under the state laws, it is understood that the plan would be agreeable to them. They are objecting to the present plan not in any way to Mr. Rust.

It is understood that Major Kinney is in Portland also endeavoring to have the bankruptcy proceedings dismissed.

ATTENTION!!!

Oregon Naval Reserves 3rd and 4th Divisions.

All members are hereby ordered to be present at regular drill on Monday, May 22, 1911, at 7:30 p. m. sharp. No excuses shall be recognized. Signed: E. E. STRAW, Commanding Officer.

BOSS COX OF CINCINNATI IS FREED

Judge Dickson Dismisses Bribery Indictments on Technicality and Rules Errors Can't be Corrected.

(By Associated Press to Coos Bay Times.)

CINCINNATI, Ohio, May 20.—The motion to squash the perjury indictments against George B. Cox, banker and republican political leader, which was made by his attorneys two weeks ago was granted by Judge Dickson in the common pleas court today.

Dickson pronounced the indictments defective and Cox cannot be again indicted by a subsequent grand jury on the same facts alleged in the present indictments.

Portland Defeated Sacramento 24 to 15 Yesterday While San Francisco Lost to Oakland.

STANDING OF THE CLUBS.

Table with columns: Club, Won, Lost, Per cent. Rows include Portland, San Francisco, Oakland, Vernon, Sacramento, Los Angeles.

(By Associated Press to Coos Bay Times.)

PORTLAND, Ore., May 20.—Portland won a record breaking hit and run game of the season from Sacramento yesterday by a score of 24 to 15.

Table with columns: Club, R, H, E. Rows include At Vernon, Los Angeles, Vernon, At Oakland, San Francisco, Oakland, At Sacramento, Sacramento, Portland.

ORDERS CITY SPELLING BOOK.

Milwaukee Board of Education Directs Publication of Manual of Orthography for School Children MILWAUKEE, Wis., May 19.—Milwaukee is to have a municipal spelling book after the teachers in all grades make reports next January of the words most frequently misspelled in their classes.

NEGRO SLAYER CAUGHT.

Splits Skulls of Two Negresses While They Sleep.

LOUISVILLE, Ky., May 20.—After splitting the skulls of two negro women with an ax when they slept today Matthew Kelley, a negro, wrote a confession of the slaying women, saying they were trifling with him. He was caught.

THE WHEAT MARKET.

PORTLAND, Ore., May 20.—Wheat unchanged.

TACOMA, Wash., May 20.—Wheat unchanged.

CHICAGO, Ill., May 20.—May wheat, 94 3-4c; July, 88 1/4c; September, 87 3-8c; December, 89 1-4c.

GREAT REDUCTION SALE OF MILLINERY STOCK and fixtures, must be sold by June 1st.

AT 110 FRONT ST. MRS. E. E. DONALDSON.

GO to LEWIS' TOMORROW for a "Summer Girl" or a "Smile."

HOUSE THREATENS TO KEEP CONGRESS IN LONG SESSION

Ultimatum Is Sent On Senate Today to Get Vote on Bills.

WILL NOT ADJOURN WITHOUT DECISION

Democrats Say They Will Keep Senators There Until They Vote.

(By Associated Press to Coos Bay Times.)

WASHINGTON, D. C., May 20.—What practically amounted to an ultimatum was served on the Senate today by the democratic leaders of the House declaring that there must be a vote in the Senate at this session on Canadian Reciprocity and the Farmers free list and the revised wool tariff.

RAW WOOL NOT FREE.

Democratic Advocates Reported to Have Given Up.

WASHINGTON, D. C., May 20.—The Democratic advocates of raw wool had completely surrendered it was declared when the House Ways and Means Committee continued today to work on revising the tariff on wool.

McLALLEN IS INDICTED.

Grand Jury Charges Him With Second Degree Murder.

The Roseburg News says: "After a deliberation of two days, during which time over 50 witnesses were examined, the grand jury returned an indictment in the circuit court charging Roy McClallen with the crime of murder in the second degree.

MAN NEEDS A CLEAN SHIRT.

Unsoiled Collar Also Not a Luxury, Rules Judge, When Laundry Sues Wife for Husband's Debt.

CHICAGO, May 19.—A clean shirt and collar is a necessity and not a luxury. This was the ruling of Municipal Judge Walker recently. The Schriver Laundry company, 3168 West Lake street, said the husband of Mrs. George H. Hull, 425 North Central avenue, being bankrupt, she was liable for his necessities. The firm got judgment.

A cooked food sale will be HELD BY THE LADIES OF THE PRESBYTERIAN church, SATURDAY, May 27 at the Bazaar, commencing 10 A. M.

OLD DEAL IS IN LITIGATION

Railroad Addition Affected by Case of Merchant Estate vs. Barbour.

Testimony in a suit involving practically all of Railroad Addition to Marshfield and echoing the operations of R. A. Graham, builder of the Coos Bay and Myrtle Point Railroad, is being taken here.

The history of the matters leading up to the suit is as follows: October 16, 1890, the late C. H. Merchant gave R. A. Graham a contract for the sale of every other block in Railroad addition. The price specified was \$90,000 and provision was made for the settlement of it in partial payments, the entire amount to be paid within one year.

On November 8, 1890, R. A. Graham assigned one-half interest in this contract to J. H. Barbour of San Diego. Barbour had been assisting Graham in floating the bonds for building the local railway.

Time went on and October 1891 found Graham without having fulfilled the contract for the purchase of the property, not having paid the \$90,000. Mr. Merchant cancelled the contract as it was provided.

On the contract, Graham paid him about \$10,700 and during the year had sold a little over \$11,000 worth of the lots.

Graham gave Mr. Merchant a quit claim deed to his interest in the property. This instrument was evidently regarded as closing the deal and apparently Mr. Barbour's half interest in it was not recognized, deemed sufficient to require his quit-claiming it or was forgotten.

After this the property was handled the same as other property of the estate and considerable of it was sold to various ones. The titles to the different lots sold passed different attorneys and were regarded good.

About a year ago, one attorney raised the question about the deeds to the property in Railroad addition not being valid, owing to Mr. Barbour never having quit-claimed his interest in the Graham contract.

The Merchant estate then began suit against him to clear whatever cloud the old contract may have left on the title to the property. In the suit, they are trying to show by evidence that over twenty years having elapsed, the statute of limitations cancelled any claim Barbour might have. Further, they are attempting to show that Graham's only equity in the property was to the extent of his payments, namely \$10,700 and that he received full value for this in that he received the money from the sale of over \$11,000 worth of the property during the year the contract was in force.

Also that Barbour has never asked an accounting or paid any attention to the property since the contract was cancelled and that he had due notice of the cancelling of the contract at the time of its cancellation, correspondence between

Structure Made Famous By Charles Dickens, the Novelist, Will Be Disposed of Next Month.

NEW YORK, May 19.—Bleak House, at Broadstairs, England, made famous by Charles Dickens, and once his favorite home, is to be sold at auction, according to cable advices received here.

BLEAK HOUSE IS TO BE SOLD

SALEM, Ore., May 20.—Acts enacted by the recent legislature, and which did not carry the emergency clause, take effect at midnight tonight, May 20. They go into operation 90 days from the adjournment of the Legislature.

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(Continued on page 8.)

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