THE COOS BAY TIMES, MARSHFIELD, OREGON, TUESDAY, APRIL 30, 1912-EVENING EDITION-

LIVELY DEBATE OF FRANCHISE

(Continued from page 1.)

be practicable for a steam line and said the company would stand all expenses connected therewith and put the street back in the same condition as it was now.

He said thattheso-called "common He said that the so-called "common user" clause; about which there had been so much talked, had been worded a little differently in the Southern Pacific's franchise. He declared that he did not think the city had any jurisdiction in the matter and that it had been left up to the State and Interstate Railway Commissions as also was the matter of He said that the company rates. would like to have an expression from the council so that Mr. Millis, who had to leave Saturday, would know what might be expected. He said that while they asked for the right for a double track, they intend-ed to only build one until business demanded it. The franchise is for a term of 35 years.

Want to Limit It.

Councilman Allen wanted to know that if in case the city granted the Southern Pacific the franchise for Broadway, if the company would give it up in case they later made some agreement with the Terminal Company whereby the Southern Pacific would use the Front street route. Mr. Millis responded that they would and said that Front street was the most desirable on ac-

Goss wanted to City Attorney know if the Southern Pacific could franchise contained a not use the same rails as the Terminal company. Mr. Millis responsed that they could not.

Mr. Goss said he wanted to know If there was any other reason than sentiment for this.

the Southern Pacific and Terminal to use the same line if it would be satisfactory

Mr. Millis said that any plan whereby the Southern Pacific could not have its own rails would be so objectionable that there was no use in discussing it.

Bennett Makes Talk.

J. W. Bennett here interrupted and made an extended talk. He said the Terminal Railway company had been started for the purpose of pre-venting the bottling up egress and ingress here. He said that he had ssurances that there would be more than one line to the Bay in the very near future and that its needs would then be apparent. He said that the Terminal Railway had tried to con-vince Mr. Millis that it would be to his interest to use the Terminal Railway's lines here. He said that the Terminal Railway would also get a franchise in North Bend in a short He denied that the Terminal Railway's franchise bottled up the city. He said that the Southern Pa-cific's proposed franchise meant a He said that the Terminal Railway had offered to give the Southern Pacific Mr. Bennett. He said that in case the Terminal Railway company did sell out, it would be insisted that the sale be first approved by the council and then by the voters of the city at a special election. He said that he objected to Broadway being turned over to the Southern Pacific. Furthermore, he said that the Southern Pacific did not have a common carrier clause in its franchise. He said the Terminal Railway stockholders had no intention of selling out and that they had verbally agreed among themselves that before any of them should sell their stock in the Terminal, they should first offer it to their associates. He further declared that it wasn't essential for the Southern Pacific to have the Broadway route, but that they could use an old route, sur-veyed some time ago, back of Nas-burg's Addition. He said that North Bend was going to give the Terminal Railway a franchise there and that the latter's application would be welcomed by a brass band.

them turn over the cars and trains, when it was drafted. He said that of cars to the Terminal company. Mr. Bennett declared that this only applied to switching that was vision, he thought the city would do necessary to prevent a mixup between railway companies. He wanted to know how the Southern Pa-

cific's franchise read on this. "Our franchise reads straight," retorted Mr. Millis. "Yours does not. It is not a common user clause. It merely starts out to say so and is so worded that it doesn't mean it. Companies can wish until doomaday for a common user right under it and not get it. I have been in the rail-road business too long for you to road ren over a joker like that on me, Mr. Bennett.'

Mr. Bennett wanted to know why council the Southern Pacific then refused to matter. take the Terminal Railway's franchine

"Because it is dishonest," reforted Mr. Millis, "If we took over the Terminal Railway, we intended to come before the council and have it straightened out."

Mr. Bennett reiterated his claha that the Southern Pacific sought to monopolize the situation.

Mr. Millis retorted that Bennett's monopoly was quite enough. Bennett said that he would Mr. give Mr. Millis a pass over the Ter-

minal Railway. "I don't care for it until you get some equipment and cars," retorted "I don't see what use a Mr. Millis. railway without equipment or cars is to a community."

Mr. Bennett said that it was all the way you read the clause. He said that if the common user clause wasn't worded strong enough, the company was willing to have the council rectify it.

Mr. McKnight said that it might be a good thing since the Terminal Railway company was so generous to have the Southern Pacific in the terminal business also and that the competition might tend to reduce count of cheapness of construction rates. He questioned Mr. Bennett and operation. again as to whether he actually thought the Terminal Railway's "common Mr. Bennett replied user" clause. that he did.

"That's all I wanted was your ad-mission that it was," declared Mr. McKnight. "We will accept the McKnight. franchise we ask with the same prothe Southern Pacific bankers would record."

object to it. Mr. Goss wanted to know if the what the Southern Pacific would do council used its good influence in about giving a bond for the fulfin council the arrangement made for ment of the franchise and to protect having the arrangement made for ment of the franchise and to protect the city against any liability in the work on the streets.

Mr. Millis replied that it wasn't the Southern Pacific's habit to give a bond but that he would do so if it was required.

Mr. Bennett wanted to know if the Southern Pacific would pay damages to the abutting property owners along Broadway for the change in the grade.

Mr. Millis replied that the Southern Pacific always paid legitimate claims against it.

Mr. Bennett said that it would be a good thing to require the Southern Pacific to give an ample bond because it wasn't long ago that they started the Drain line and did not finish it for the reason, he said, that Mr. Millis explained that the bonds would bring only 87 1/2.

Mr. Millis interrupted and said he had never made such a statement. C. F. McKnight said it would be a good thing to "stop Mr. Bennett" rag-chewing, which was not very elevating," and get down to business and see what the Southern Pacific wanted.

PLAN WORK FOR since the Southern Pacific had or-fered to accept it in place of the provision in the Southern Pacific's well to have it changed.

Mr. Millis said that since the Southern Pacific had taken a route back, from the water front, he did not think they should be harassed any city regulations. He said by all they wanted was to come through the city quietly and do business in their own quiet way.

Mr. Goss said that he knew that the railroad generally wanted to do business in their own way but that many citles, and states found it necessary not to let them do business in their own way. He said that the council had some authority in the He said that the Southern

Facific provision about State and Interstate Railway commission regulation was more idle talk, that this was effective regardless of whether it was specified in the franchise. He cited instances of many large eastern cities where large railways were compelled to use the same tracks. Mr. Millis then declared that he

wished to withdraw any proposed changes and have the Southern Pacific franchise considered just as it had originally been presented.

"Is that an ultimatum that it is too sacred to be changed?" inquired Mr. Goss.

"No, I just want it to be consider-ed as it is," replied Mr. Millis. This ended in a discussion about

considering it at some future meet-Finally it was agreed to have ing. a special meeting Friday evening to again discuss it and get it in readiness for action at the regular council meeting next Monday night.

ROSEBURG ELKS CLASSY

Roseburg Elks will participate in the grand lodge reunion in Portland next July in dandy style. They will be seen in parade in swell togs, itemized like this: White, silk collapsible opera hats, white serge suits, white leather shoes and rose colored socks, ties and umbrellas, at \$25 per Seventy-five local lodgemen outfit. have signed up for the classy togs. and the committee in charge is working hard for 75 more .- Roseburg Review.

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GOOD ROADS -on natural lines without Committee Will Soon Com-

mence Active Campaign In Coos County.

The "Good Roads" committee of the Chamber of Commerce are await-ing the return of Chairman Judge J. S. Coke before commencing an accampaign which they have tive planned.

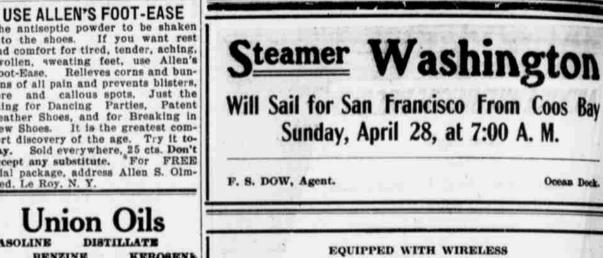
The purpose of the committee in addition to an educational campaign on good roads in general is to unite on one project and concentrate their efforts until it is accomplished. The present plan is to urge a permanent road from Coquille to Charleston The idea is to make this road Bay. so that it may be traveled from end to end any day in the year by every kind of vehicle.

It is also planned to bring to Coos county an expert on good roads from the outside to deliver a series of talks on the methods and system of road construction that is followed in other sections to achieve the best results.

Other matters are being consid-ered but no active work will be commenced until Chairman Coke returns where he is from Klamath Falls, holding court for Judge Benson.

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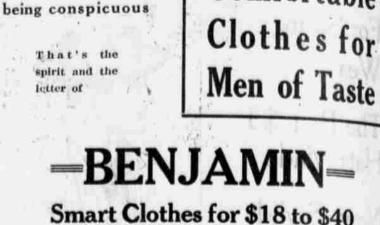
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Compares Clauses, Mr. Millis interrupted Mr. Bennett with a request that he compare the clauses of the Terninal Railway and the Southern Pacific bearing on the so-called "common user" privilege.

.C. F. McF blaht first wanted to know if Mr. Bennett really believed that the Terminal Rallway franchise had a common user clause in it. Mr. Benneti said that be first

wanted to give a little history of the Blake franchise that led up to the Terminal Railway franchise and did so. Mr. McKularit said that he didn't care about the Bloke franchise. was what was in the Terralial Ralt-way's franchise that counted.

Mr. Millis asked Mr. Bennely if as an attorney he considered the Terminal Ballway franchina provision a common user clause

Mr. Benneft replied that it was a combined common careler and com-

Mr Millie then read it and dopanles to use the tracks but made North Bend.

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"They want the earth," retorted 'They can't get it as long as you

here, Joe," replied Mr. M. 410 Knight.

Goss Gives Views.

City Attorrney Goss here entered the discussion and said that he conmidered. the Terminal Railway' franchise had a common user clause. He said it might be a little ambiguons, but it was intended to be a common user provision and he believed it could be enforced as such. said he had been out of the city

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