

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 that these 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 rates. He said that the company would like to have an expression from the council so that Mr. Mills, 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 intended 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. Mills responded that they would and said that Front street was the most desirable on account of cheapness of construction and operation.

City Attorney Goss wanted to know if the Southern Pacific could not use the same rails as the Terminal company. Mr. Mills responded that they could not.

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

Mr. Mills said there was because the Southern Pacific bankers would object to it.

Mr. Goss wanted to know if the council used its good influence in having the arrangement made for the Southern Pacific and Terminal to use the same line if it would be satisfactory.

Mr. Mills 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 preventing the bottling up of egress and ingress here. He said that he had assurances 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 convince Mr. Mills 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 time. He denied that the Terminal Railway's franchise bottled up the city. He said that the Southern Pacific's proposed franchise meant a monopoly of Broadway. He said that the Terminal Railway had offered to give the Southern Pacific free use of its tracks for ten years. 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, surveyed some time ago, back of Nasburg'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.

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

C. F. McKnight first wanted to know if Mr. Bennett really believed that the Terminal Railway franchise had a common user clause in it.

Mr. Bennett said that he first wanted to give a little history of the Blake franchise that led up to the Terminal Railway franchise and did so. Mr. McKnight said that he didn't care about the Blake franchise, it was what was in the Terminal Railway's franchise that counted.

Mr. Mills asked Mr. Bennett if as an attorney he considered the Terminal Railway franchise provision a common user clause.

Mr. Bennett replied that it was a combined common carrier and common user provision.

Mr. Mills then read it and declared that it did not allow companies to use the tracks but made

them turn over the cars and trains of cars to the Terminal company.

Mr. Bennett declared that this only applied to switching that was necessary to prevent a mixup between railway companies. He wanted to know how the Southern Pacific's franchise read on this.

"Our franchise reads straight," retorted Mr. Mills. "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 doomsday for a common user right under it and not get it. I have been in the railroad business too long for you to run over a joker like that on me, Mr. Bennett."

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

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

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

Mr. Mills retorted that Bennett's monopoly was quite enough.

Mr. Bennett said that he would give Mr. Mills a pass over the Terminal Railway.

"I don't care for it until you get some equipment and cars," retorted Mr. Mills. "I don't see what use a 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 rates. He questioned Mr. Bennett again as to whether he actually thought the Terminal Railway's franchise contained a "common user" clause. Mr. Bennett replied that he did.

"That's all I wanted was your admission that it was," declared Mr. McKnight. "We will accept the franchise we ask with the same provision. I just wanted to get you on record."

Mayor Straw wanted to know what the Southern Pacific would do about giving a bond for the fulfillment of the franchise and to protect the city against any liability in the work on the streets.

Mr. Mills 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. Mills 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. Mills explained that the bonds would bring only \$7 1/2.

Mr. Mills interrupted and said he had never made such a statement.

C. F. McKnight said it would be a good thing to "stop Mr. Bennett's rag-chewing, which was not very elevating," and get down to business and see what the Southern Pacific wanted.

"They want the earth," retorted Mr. Bennett.

"They can't get it as long as you are here, Joe," replied Mr. McKnight.

Goss Gives Views.

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

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when it was drafted. He said that since the Southern Pacific had offered to accept it in place of the provision in the Southern Pacific's provision, he thought the city would do well to have it changed.

Mr. Mills said that since the Southern Pacific had taken a route back from the water front, he did not think they should be harassed by any city regulations. He said all they wanted was to "come in 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 cities, 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 matter. He said that the Southern Pacific provision about State and Interstate Railway commission regulation was mere idle talk, that this was effective regardless of whether it was so specified in the franchise. He cited instances of many large eastern cities where large railways were compelled to use the same tracks.

Mr. Mills 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 considered as it is," replied Mr. Mills.

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

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PLAN WORK FOR GOOD ROADS

Committee Will Soon Commence Active Campaign in Coos County.

The "Good Roads" committee of the Chamber of Commerce are awaiting the return of Chairman Judge J. S. Coke before commencing an active campaign which they have 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 Bay. The idea is to make this road 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 considered but no active work will be commenced until Chairman Coke returns from Klamath Falls, where he is holding court for Judge Benson.

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