

NO DEFINITE ACTION TAKEN

(Continued from page 1.)

and that he was trying to get the officials to consent to doing the other work from this end northward but had not succeeded.

Councilman Merchant said that if this was impossible, there ought to be some time limit on when the road was to be completed here from Eugene and suggested that it be June, 1915.

Mr. Millis said that he could not promise that in the franchise.

Mayor Straw wanted to know what limit Mr. Millis would like to have put on it and the latter retorted none. He said it was impossible to say just what obstacles they would meet in the construction through the new territory and consequently could not be bound by any such time limit. He said they hoped to have the line done in two years but he was not prepared to pledge it.

Mayor Straw interrupted with the statement "I thought we had some prospects of getting a railroad but it looks as though we were not very sure of it. What's the use of granting you a franchise, Mr. Millis, if you won't need it for more than three years?"

Mr. Millis said that they wanted to know that they would have access to the town when they did come and remarked that it looked as though it would take three years to get the franchise. He said it was not fair to put a few years time limit on the construction of a road.

Mayor Straw said that he didn't see what they wanted it sooner for and didn't see what they would use the tracks for. He said that he would rather make the franchise effective when they got here and save the company the interest on the money of building the local tracks.

Mr. Millis replied that they could in the meanwhile put on through service from Myrtle Point to North Bend but that if they wanted to make the franchise effective when the line got here, that would be all right.

Councilman Allen said that he had never built many railroads but that he was confident that if the Southern Pacific really wanted to come to Coos Bay they could build here from Eugene in three years.

Finally Councilman Merchant moved that the Southern Pacific be allowed four years in which to finish the line here from Eugene. He and Ferguson voted in favor of it and Allen, Savage and Coplee against it. Finally, the council decided on the three-year limit.

Mayor Straw again declared that he would veto any measure that did not contain a common user clause.

Councilman Coplee thought the Broadway property owners ought to be consulted about the requiring of a common user clause for a line there. Councilman Ferguson said that he had seen Gow Why and the latter declared that "He no care a dam. Let 'em come."

L. M. Noble said he felt "alike samee as Gow Why."

R. F. Williams said he objected to any more line on Broadway.

Finally Mayor Straw said that he wanted City Attorney Goss to include a common user clause in the franchise again Friday night. He said he would insist on it and if the council voted it down, it could be scratched out. He said he would pay for the extra trouble.

Councilman Ferguson said he would pay for the paper.

Finally, the railroad matter was passed up until Wednesday night.

Franchise is Lengthy.
The council meeting opened with the reading of the revised franchise as prepared by City Attorney Goss. It was lengthy and carefully drawn, covering every phase of the situation.

After the reading of the franchise, Mr. Millis arose and said that it was his understanding that the original draft as presented by him was to have been the basis of the new franchise and that it was to have been drawn up by the city attorney in that capacity and no other. He said that the new franchise was foreign to it in many respects and included many objectionable features which were a surprise to him and must be to the city council. He said that it was one that was not attractive to any railroad but was rather repellent. He asked that it be discussed item by item.

R. F. Williams asked if the council had taken into consideration that the C. A. Smith company held a franchise for its tramway line for 200 feet on Broadway north from Curtis avenue and that if the Southern Pacific was given the right to lay two lines on Broadway besides the double track of the Terminal it would make five lines along his property.

L. J. Simpson's View.
Mayor L. J. Simpson of North Bend was present and asked to be permitted to say a few words. In his address, he grew eloquent and flowery in his appeal for a railway.

He declared that what Coos Bay needed more than anything else was a railway. He said that he had waited patiently for twelve years to get one and that he was getting tired of waiting. He said that he wanted to get it in time so that at least his children would enjoy some of its benefits. He said that Coos Bay had just two other possibilities for development. One was the growth of the C. A. Smith industries and the other the doing of something by the Menaaha Woodenware Co. However, he declared that every time he tried to locate a factory at North Bend, the owner would ask him what line of road it was on and when told of the situation, would refuse to consider

the location. He said that his company and the C. A. Smith company needed to get into the eastern market and could only do so by having railroad facilities. He declared that the San Francisco lumber market is merely the dumping ground for the lumber mills on tidewater on the coast and that the Coos Bay mills being compelled to compete in this dumping ground market had been able to make very little money. He said that railway connections with the interior would mean the doubling of the payrolls of the present plants on the Bay. It would mean at least, he said, the installing of dry kilns, planing mills, etc. He referred to the Sash and Door factory as only employing ten men or so now when if it had a railroad to take its product direct east, it would employ seventy-five or more. He said the water rate plus the railroad rate practically excluded them from the eastern markets, not to speak of the difficulties of reloading and the losses incident thereunto. Furthermore he said a railroad would boost the coal industry by opening up the Willamette Valley to this territory, coal there being \$12 a ton. Besides this, he said the railroad would mean the coming of thousands of tourists here every summer. He estimated, in comparing this section with Yaquina, that tourists would spend at least \$750,000 per month for three months every summer here. In conclusion he read a telegram which he sent here saying that he was willing to dispose of the Terminal company with its common user clause to the first railroad that would insure outside connections for Coos Bay.

Wright Sends Views.
W. U. Douglas read a telegram from E. W. Wright in which Mr. Wright stated that as a taxpayer he wished to urge the council to offer every inducement possible to the first railroad. Mr. Wright resides at Portland and last summer made some heavy investments here. He cited Portland and Raymond, Wash., as instances where large cities had been built by only one railroad. His object seeming to be to offset the "bottling up" theory. In concluding his message he said:

"Marshfield without a railroad is a good place for money leaders and note shavers but not for city builders."

Grimes Makes Talk.
Wm. Grimes was next called on. As a stockholder in the Terminal Company, he said that he was willing that every possible inducement be given to get a railroad for Coos Bay. He said that he was even willing to give up the Terminal franchise or turn over part of the streets on which it holds franchises to another road.

Dr. McCormac followed with a brief talk in which he said that it was up to the council to grant a right of way through the city to the Southern Pacific. He said that nine-tenths of the people favored granting some sort of a franchise to the Southern Pacific. He said that he personally would rather see the lines all on Front street. He said that it appeared as though it would take a little time to thresh the franchise out but that he was confident that the people would back up the council in any reasonable franchise granted in the Southern Pacific.

Mr. Millis said that he thought the matter could be settled all at once.

Councilman Coplee wanted to know what City Attorney Goss had found out about the right of the council to determine the location of the Terminal Railway's tracks on Front street. Mr. Goss said that he had not been able to find any legal way whereby the council could exercise this authority over the Terminal Railway but that he had not completed his investigation of the matter.

Mr. Millis again made some reference to the new franchise containing many new points and Mr. Goss retorted hotly. He said that the franchise only included matter that had been suggested by the city officials or members of the council and he did not want it inferred that there was anything wrong about it.

Tells of Negotiations.
Mayor Straw inquired of Mr. Millis why the company objected to using the Terminal's tracks.

Mr. Millis replied that it was because it was foreign property and they objected to paying tribute on every car and every train they brought to Coos Bay. He said that he had held conferences with C. A. Smith and J. W. Bennett about the matter which were futile and ended in their telling him that the Southern Pacific must come in over the Terminal lines. He said he had made advances in the matter in hopes of relieving the council and city of a perplexing situation and that he had finally been invited to call off negotiations. He said that the Southern Pacific wanted to come in on its own rails in its own way. Furthermore he said the Terminal Railway's franchise provided for hourly street car service over its Front street lines and he did not want to incur the danger of running steam trains on the same tracks with street cars.

Col. Grimes wanted Mr. Millis to tell more about the negotiations.

Mr. Millis said that after W. S. Chandler and L. J. Simpson had returned here he had taken the matter up with them and that they and Mr. Grimes had expressed themselves as perfectly willing to turn over their interests in the Terminal to get a railway here. However he said that

held only fifty per cent of the stock and did not have a majority control of the directory board of the Terminal Railway. Consequently he said he had been compelled to turn to the people.

Inquiry was made of him relative to the common user clause in the Broadway lines. He objected to it and said they could not accept it. He said they were on a back street and that it was not essential and that the common user clause in the Terminal franchise took care of the water front, he supposed.

City Attorney Goss suggested that the council held the power to force

the Terminal to allow the Southern Pacific come in on its lines and to determine a reasonable rate. He said the council could also change the franchise so as to eliminate the objectionable feature about hourly street car service on Front street.

Mayor Straw wanted to know of Mr. Millis how about the common user clause on North Front street for the Southern Pacific.

C. F. McKnight, attorney for Mr. Millis, entered objection to a provision in the franchise providing for the use of the grooved girder rail on paved streets.

Mayor Straw interrupted him with a query as to what was to be done about the C. A. Smith company's tramway franchise on South Broadway.

Mr. McKnight replied that they were not afraid of that franchise bothering them, intimating that it was not valid.

Mayor Straw angrily retorted that it didn't make any difference, that the franchise was a debt of honor which the city owed Mr. Smith and it should be protected.

Mr. McKnight said that he thought the franchise only provided for crossing Broadway and that it would not seriously interfere. However, it was found that the company has a franchise for 200 feet along Broadway although they do not use it. Nothing was done about it.

Messrs. McKnight and Millis objected to a provision requiring the company to put in stone or concrete bulkheads where necessary or the property owners did not waive the right. The council after some discussion adhered to it, Mr. Millis finally saying that it would be all right and that he was very good natured. Then he explained that one reason why he was so careful about the franchise was that it would have to go to the directors at New York for approval and that he would not be there to explain the necessity of certain stipulations which might seem to be an added hardship.

Mayor Straw again rolled up during the discussion of this provision and inquired of Messrs. McKnight and Millis what they meant by asking the council to give all its rights away. He said that they were going to retain a few of them and that he didn't intend to delegate them to any railroad company. The mayor added that such demands were insulting.

C. F. McKnight wanted to know if the mayor didn't propose to allow a discussion of the franchise and grew indignant over the mayor's remarks. Finally they took up the next section relative to the blocking of crossings. The franchise provided that no crossing should be blocked by trains more than five minutes at a time or more than twenty minutes out of a year hour. Mr. Millis said that with a block system, the time was too short and asked that it be made twenty minutes. Councilman Allen and others thought it should remain five minutes.

The common user clause again came up for discussion and Mr. Millis asked that the common carrier provision of his franchise be substituted. Mr. Goss said that it would be just as well to leave the whole thing out as the common carrier clause didn't mean anything.

Straw Threatens Veto.
Here Mayor Straw announced his first positive stand on the franchise although previous expressions during the evening had indicated that it was coming. He declared that he would not sign any franchise that did not have a common user clause in it. He said that they might run it through over his veto but that he didn't care.

"I don't care if it means that the Southern Pacific doesn't come here," declared the mayor. "We granted the Terminal Railway a franchise for the purpose of preventing a monopoly and I certainly will not grant a monopoly now on one of our principal streets. I want to give the Southern Pacific every reasonable consideration and all that would be accorded any other railroad but I certainly shall insist that a common user clause be included in their franchise."

The discussion of a common user clause ended here. Provision for a \$10,000 guarantee bond was made and also for a representative of the company here to accept service of notice from the city.

S. P. Wins One Point.
Then a section of the franchise which required the Southern Pacific to protect the city in litigation arising from other conflicts with other franchises was read. It provided also that the Southern Pacific must not encroach on the Terminal Railway's rights. City Attorney Goss explained that one part of the section would amply protect the city and that the other had been put in as added protection for the Terminal Railway. He said that some had suggested this. Councilman Savage said that it was only fair to try to protect the Terminal company.

Then a question was brought up about the right of the council to regulate the Terminal's tracks on North Broadway. It holds the right to lay two tracks in the center of the street, the same as on Front street and if it should lay two tracks in the center of the street, there would not be room for the Southern Pacific also to use the street.

Councilman Coplee said that if they couldn't regulate the location of the Terminal's tracks on Front street he did not see how they could on Broadway. And if they couldn't, he certainly did not want to try and protect the Terminal to the extent of enabling it to block out anyone else.

Savage said that he would like to see both lines use Front street. McKnight said that they wanted to but that they were shut out there

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and now they wanted at least a chance to try and force a right of way on Broadway. He said that unless this section was changed so as to eliminate the added protection from the Terminal, they were tied and blocked out.

Councilman Savage said it would be better for the city to buy one of the Terminal's Front Street tracks and present it to the Southern Pacific than to have tracks on both Broadway and Front street. Coplee said some had tried to have the city own the track in the first place but could not do so.

Councilman Ferguson said that he was opposed to any blocking game and wanted to see competition.

Savage said that it certainly wasn't right to give a right to the Terminal Railway and then turn around and give the same thing to the Southern Pacific.

Coplee said there ought to be some way to prevent any blocking game.

Mayor Straw interrupted by saying that was the reason why the common user clause was inserted. Anyway, he said he didn't see why it was necessary to confine the railroads to these two streets. He said there were only 1200 acres in Marshfield and he could not see why the little spot between the hill and the Bay was so essential. He said it looked as though they could go clear around the town.

Councilman Allen said that if the stockholders of the Terminal Railway really had the interests of the city at heart, it looked as though they would move their line over a little bit on Front street for the public good.

There was more or less discussion about it and Mr. McKnight said that all that they were asking in the matter was a chance to fight it out with the Terminal railway. Allen wanted to know if they couldn't fight it out just as well about Front street as Broadway. Finally Councilman Coplee moved that the portion protecting the Terminal Railway be stricken out and the motion was carried, all voting for it.

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