

COOS BAY TIMES

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Official Paper of Coos County

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BUSINESS LIKE ADMINISTRATION

COUNTY JUDGE WATSON, Commissioners Diment and Armstrong and Roadmaster Hall-Lewis are business visitors on Coos Bay. The Commissioners are here to investigate the changing channel in South Slough and to inspect boats with a view to the installation of a night ferry service to Eastside. There is apparent effort on the part of the County Court to give Coos County an efficient and business-like administration of affairs. In this they deserve encouragement and will receive approval. There is need for greater economy in the administration of public affairs and business of all kinds—but it should be economy with efficiency. There is economy that is expensive as well as economy that is wise. There is need of the exercise of common sense and judgment in the expenditure of public funds as well as private. The Times wishes County Judge Judge Watson and the County Court a reign of prosperity and successful endeavor. In the big things that are to take place in Coos County in the next six years the County Court will play an important part and the Times hopes to see its efforts rewarded in a manner that will bring invaluable benefits to the county and its people, and the satisfaction to the Court that comes with having a task well done and appreciated. "Here's hoping," to the new Court.

IMPROVEMENTS IN UMPQUA TOWNS

WARREN REED'S WATER SYSTEM AT LAKEPORT—NEW BANK AT GARDINER SHOWS UP WELL.

The water system which Warren Reed is installing at Reedsport will give that section one of the best water supplies in the state outside of the famous Bull Run supply at Portland, according to W. C. Bradley, who returned from there yesterday. Work on the system is now underway and it is expected to have it completed with sixteen months. Already about seventy feet of the tunnels which will be 1156 feet long, has been driven from Clear Lake, the source of supply. Through this tunnel, a main two feet in diameter will be put in. This main costs \$3.50 per foot. The intake will be ten feet below the level of Clear Lake. Mr. Reed has secured Clear Lake, which has a water area of 539 acres. Besides this, he has also filed on the Lake Edna supply. Lake Edna can be connected with Clear Lake by a short canal and when connected up will raise the level of Clear Lake about seven feet. It will give a total water area of over 600 acres.

New Bank Does Well. The First National Bank of Gardiner is in full swing now, Mr. Bradley states. Although it has been open for business less than a month, it has deposits that would be flattering to a bank in a much larger city. H. L. Edmunds is the cashier. He is a new arrival there. O. B. Hinsdale, Fred Assenholmer and the leading men of the Umpqua Valley are stockholders in the institution. The new building for the bank is progressing rapidly, the roof being now on. A fine vault is being put in. It will be as nearly burglar proof and fireproof as can be built. It is of concrete, reinforced with railroad iron and is built according to the U. S. Government specifications. Business is pretty good and all are feeling optimistic over the future.

DIRECTORS ARE CHOSEN

Coos Bay Business Men's Association Elects Directors. Twenty-four members were in attendance at the annual meeting of the Coos Bay Business Men's association last night. The reports of Sec. Caton showed the year to have been a successful one for them. The plans for the branch associations organized under vice-presidents in the various towns of the county were approved. The newly elected directors will meet next Tuesday night and choose officers. The directors chosen are E. P. Lewis, R. A. Cople, Geo. H. Roemer, F. G. Horton, H. Nasburg, C. E. Mather, R. B. Hazer and J. S. Lyons. A bargain day plan was discussed and referred to a committee.

Times Want Ads for results.

SKERRETT CASE NEXT MONDAY

(Continued from Page One.)

reached the ground, after awakening many of the sleepers was the statement of E. O. Willetts on the stand.

Up Shortly After Fire. Shortly before he was awakened by the cries of "Fire," William Butts testified that he had left his room and had gone down the hall. "There was no trace of fire or smoke at that time. I read for a few minutes and then I went to sleep." He escaped down the fire escape.

On crutches P. T. Casey came to the stand. He left the third floor by the window route, landing on the ground in his night clothes. "I saw old Mr. Craig come to the window. The fire was all about him then. Some of the boys turned the hose on the window. It was awful and I turned away."

Heard an Explosion. He stated that a short time after this he heard an explosion, he thought in the north end of the building and after that the fire burned up to the third floor.

Mrs. E. Grandell, who lives within a block of where the boarding house stood, testified that when she first saw the fire it was burning "in the north end on the lower floor."

A question asked by the prosecution regarding the garage fire of Skerrett's some time ago was objected to by the defense.

Vivian Craig, 18, daughter of Mr. and Mrs. G. W. Craig told of the books and personal effects that Skerrett owned and kept in his room.

She was asked about the wiring. Several times, she said, fuses had been blown out.

Engage in Wordy Battle. "Just a moment," broke in the attorney for the defense, following a question that had been interrupted by the state. The former was asked not to be so "d—ned cranky" and there upon followed a brief engagement regarding "bottles of milk" and "bottles of beer." The court interrupted and the case proceeded.

Walter Condon stated Skerrett told him the fire must have started on the second floor "for there it seemed burning the most."

Receives Insurance. "It was about the last of December," said August Frizeen, "that Skerrett took out \$500 insurance on his books and personal effects. Once afterward he remarked about \$200 more on books received from his father for Christmas. He made an attempt to get the insurance.

L. E. Bliven, one of the firemen, told of how the building was "all ablaze when we got there."

Tells of Finances. Jack McDonald, who sold Skerrett the two cars used on the Bunker Hill stage run, stated the accused told him, after the fire that he "was broke." "He told me the same thing before the fire. After his garage burned, destroying one of the cars, I asked him for security. He told me then he had not sold out.

"Skerrett owes me about \$1,500. George Craig told me that Skerrett had sold the run and the cars," McDonald testified that he had granted Skerrett "as much time as he wanted to pay because a hospital and doctor's bill had cost him about \$750.

"He also told me," said Mr. McDonald, "that he was not going to leave and that he had an insurance policy on which he could raise \$2,000 any time. It was in C. R. Peck's office later that he testified the policy was not transferable and that his father had been paying the premiums."

C. F. McKnight here stated that a settlement had been started, \$400 having already been paid and also that a note for more than \$160 at the Flanagan and Bennett bank had been taken up.

"Skerrett owed \$300 to the Goodrum Garage and so I went his note at the bank. He later told me this had been paid and I had no idea there was anything wrong until the bank notified me, as one of the signers, that there was \$150 due."

Says he is Young Man. On the stand C. R. Peck testified that Skerrett, being unable to make payments on the cars, had attended a meeting of some of his creditors. He owed \$300 to Smith and Wade, also. "We figured from his life insurance that he was only 31 years old," said Mr. Peck and Skerrett had replied that he is "only a young man."

William Gimes, foreman of the jury, was called to the stand and then followed the motion of Mr. Liljeqvist that the hearing be postponed until Monday. "We have two witnesses to find," he said. "I have been away on the duties of my office. There is business that must be attended to in Coquille.

A vigorous move to have the case continued this afternoon was made by the defense but was overruled by Judge Pencock.

Late yesterday afternoon Dan Orr was subpoenaed as a witness for the defense, though he was not on the stand today. He is expected to appear Monday.

Is With Bondsman. Mr. Skerrett has kept close to some of his bondsmen ever since he was released on bail. He spends the nights with Mr. Lindberg.

While Skerrett's friends expected that he would be bound over to the grand jury, they were anxious to get a line on all the evidence that the state has against him so that his defense can be arranged better. They said that they expected to be able to furnish reasonable bail in case he was bound over.

SEAMEN'S BILL TO GO TO PRESIDENT

(By Associated Press to Coos Bay Times.)

WASHINGTON, D. C., Feb. 27.—The Senate adopted today the conference report on the seamen's bill already adopted by the House, ending a two year's fight in Congress. The bill now goes to President Wilson. The measure raises the standard of labor for seamen and provides for increased safety equipment on lake and ocean steamers.

COSTS IN BARTON CASE ABOUT \$1000

LILJEQVIST TELLS OF ROSEBURG TRIAL.—C. A. SEHLBREDE IS CHARGED WITH NEWSPAPER ATTACK ON LILJEQVIST.

That the costs in the Barton case, which the defendant was ordered to pay, together with a \$200 fine, will total close to \$1000 is the belief of District Attorney Liljeqvist. He returned late yesterday afternoon from Roseburg, where he prosecuted the case. Barton will also have to pay his own expenses. Barton received a verdict convicting him of simple or indecent assault. The jury was entirely unprejudiced, according to the attorney, and the verdict, he believes, was as strong as the evidence presented would permit.

Mr. Liljeqvist has been complimented by many on the way he handled the case, as it was generally expected that Barton would probably escape conviction on the second trial.

Attack Is Explained. Mr. Liljeqvist was quite irate over a contemptible attack and criticism of him in the Roseburg papers. Yesterday he received a long distance telephone message from District Attorney Neuner, of Roseburg, who ably assisted him in conducting the case, explaining the matter. Mr. Liljeqvist was then not aware of the attack, but Mr. Neuner told him about it and said that he had gone to a Roseburg paper printing it and asked an explanation. He said that they told him it came from C. A. Sehlbrede, one of Barton's attorneys. Mr. Neuner said it was uncalled for and untrue and that everyone who had heard the case or been connected with it knew the facts. Mr. Neuner was more exercised, apparently, over it than was Mr. Liljeqvist, as the latter feels that the outcome is a better criterion than a statement to go by.

FICKLE VICTORY COMES TO LOCALS

With Victory in a fickle mood, changing constantly from one field to another in a basket ball game that was hard fought from whistle to whistle the Marshfield High School, passing in the last few minutes of play, last evening defeated the Myrtle Point five by a 21 to 13 score. As a preliminary the Sophomore team defeated the Freshmen 13 to 6.

And in so doing the local quintet pulled themselves again to the top of the ladder, the upper round of which is crowded now by Marshfield, Coquille and Bandon, all having the same percent and each team having still two games to play. It is upon the outcome of the final series that the championship of the county rests.

The following was the line up for the two schools and the points made by each man last night. Marshfield .. Position .. Myrtle Point Burrows 8 .. .. E. Spiros forward Watters 6 .. .. Adams Lecocq 6 .. .. Miller 7 .. center McDonald .. .. R. Spiros guard Chapman 1 .. .. Wimberly Referee: Harold Adams, Myrtle Point; Empire, Dr. R. W. Morrow, Marshfield.

FINAL REPORT ON BUNKER HILL FIRE

(Continued from Page One.)

following persons are among the deceased: S. E. Lewis occupied room number 44 in the ell or annex, and there is no evidence that he was ever awakened or made any effort to escape, but from the position of his remains in the debris, we believe that he suffocated and never awakened. The same may be said of Lewis Kalinowski, who occupied room number 18 on the northwest corner of the building. The last named person could have escaped as did Mr. Zielke, by swinging to the porch roof below. Mr. W. S. Glover occupied room number 32 on the west side of the building, and was evidently confused in making efforts to escape. The door of his room was about sixteen feet from the fire escape at the south end of the building, which was unobstructed as shown by the fact that others escaped down the same.

On the second floor were 19 occupants on the night of the fire, four of whom died in the flames or as a result of their burns. Their respective cases are described as follows: Roy B. Askew occupied room number 39 on the northwest corner of the building, and it was only necessary for him to step out the window onto the porch roof and escape, as did the others on that side of the building, but from the testimony, we are satisfied that he suffocated in his sleep and never awakened to make the attempt. In connection with Mr. Askew's case we would compliment his relative and friend, Mr. Chas. Reece, occupant of the adjoining room, for the brave effort which he made to arouse and awaken Mr. Askew at the danger of his own life.

Louis Papas, occupant of room number 12, on the east side of building, could have saved himself, by simply stepping out of his window onto the roof of the storage lean-to, but evidently became confused and ran down the hall to the worst of the flame and fire, where his body was found.

Byron Craig, son of Geo. W. Craig, the lessee, occupied room number 15 on the west side of the building, and attempted to reach the fire escape at the south end of the hall, but became over-powered by smoke and suffocation and was found in an unconscious condition at the door of the fire escape, whence he was taken by Wiley Langdon. We would especially compliment Mr. Langdon for the daring courage and endurance which he displayed in making this rescue, but as a result of his burns, Byron Craig died at the Mercy Hospital, in the city of North Bend, at 7:30 o'clock on the evening following the fire.

A. A. Craig, father of the lessee, was an occupant of room number 12 on the west side of the building. Mr. Craig was physically incapacitated from making much or any effort to escape and was taken from the building by the men of the fire department of the city of Marshfield, but before his rescue, Mr. Craig received burns resulting in his death immediately thereafter. In the matter of this rescue we would particularly commend the members of the fire department of the city of Marshfield, and especially Mr. Max Kreuger.

We find that the statutes of the State of Oregon were not complied with in the manner of equipping said building with fire protection and means of escape. For the information of the public in this regard, we would call attention to the provision of Sections 4983-4986 of the Oregon Laws: "All hotels or lodging houses in the State of Oregon more than two stories in height shall be provided with at least one fire escape of iron or other incombustible material, on each street front of the building, conveniently accessible from each room of said building. "All hotels or lodging houses in the State of Oregon not covered by the provisions contained in the last section, and not provided with at least one fire escape of iron or other incombustible material as provided in the last section, shall be provided with manila or sisal ropes, not less than one-half inch in diameter, and of sufficient length to reach to the ground, knotted 12 inches apart, in every room used as a lodging room, except the rooms on the ground floor.

"All ropes to be securely anchored near a window, kept coiled and exposed to the plain view of the occupant, with printed directions as to how to use such rope, posted within six inches of where the rope was fastened. "Any person failing to comply with the provisions of this act, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not exceeding Fifty Dollars, and every day that such person shall fail to comply with the provisions of this act shall be deemed a separate offense.

While we do not wish to make any defense for the owners or lessee of the building in question, yet, it is our opinion, based upon our observation of other lodging houses in this vicinity, that the building in question furnished more opportunity for escape from fire by reason of the porches, lean-to's, water tower and fire escape than the average building used for like purposes. We believe that, while the city ordinances of the cities of this county may have in a manner been complied with, that hardly in any instances has the above-quoted state law been observed, and we would recommend to the public, and urge upon the law enforcing officers of this county, that the campaign of law enforcement in this regard be at once entered upon.

UPTON IS AFFLICTED

J. M. Upton, of the local United States land office, is suffering from blood poisoning of the hand. The in-

fection is the result of a couple of slivers that penetrated the hand a few days ago.—Roseburg Review.

SUMMONS.

In the Circuit Court of the State of Oregon, in and for the County of Coos.

Home Mortgage Co., formerly known as Home Trust Co., a corporation, Plaintiff, vs. L. H. Heisner and Elizabeth Heisner, his wife, L. J. Simpson, Albert Seelig, Patrick Hennessey, C. P. Coleman, E. L. Roberts, George Ross, John Basterdorf and C. W. Harris, Defendants.

To Elizabeth Heisner, Defendant: You are hereby notified that you are required to appear and answer the complaint now on file against you in the above entitled court, in the above entitled suit, in which Home Mortgage Co. is plaintiff and L. H. Heisner and you, Elizabeth Heisner, L. J. Simpson, Albert Seelig, Patrick Hennessey, C. P. Coleman, E. L. Roberts, George Ross, John Basterdorf and C. W. Harris are defendants, on or before the 10th day of April, 1915, the same being the last day for answering prescribed in the order of publication, and if you fail to so appear or answer on or before said date, the plaintiff will apply to the court for the relief demanded in its complaint, a succinct statement of which is as follows, to-wit:

Judgment against said defendant L. H. Heisner for the sum of \$1,000.00 with interest thereon at the rate of 8 per cent per annum from the 14th day of February, 1913, and attorney fees, upon its first cause of suit, in the sum of \$100.00.

Judgment against the defendants L. H. Heisner and Elizabeth Heisner for the sum of \$1,000.00 with interest thereon at the rate of 8 per cent per annum from the 14th day of February, 1913, and an attorney fee of \$100.00 upon its second cause of suit:

Judgment against said defendant L. H. Heisner for the sum of \$1,325.27, with interest on \$160.41 at the rate of 8 per cent per annum from the 10th day of October, 1913, interest on the sum of \$572.86 at the rate of 9 per cent per annum from the 14th day of December, 1913, and interest on the sum of \$592.00 at the rate of 8 per cent per annum from the 31st day of December, 1913. And that said plaintiff have judgment against the said defendants L. H. Heisner and Elizabeth Heisner for the sum of \$1382.14 with interest thereon at the rate of 8 per cent per annum from October 13th, 1913, and for judgment against said defendant L. H. Heisner for the sum of \$300.00 as attorney fees upon plaintiff's third cause of suit;

Judgment against said defendant L. H. Heisner for the sum of \$671.98, and interest on \$544.08 at the rate of 8 per cent per annum from April 10th, 1913, and interest on \$127.90 at the rate of 6 per cent per annum from the 6th day of June, 1913, and for the sum of \$60.00 as attorney fees herein on its fourth cause of suit;

Judgment for its costs and dis-

burements in this suit.

Also for a decree that the plaintiff's mortgage under No. 10001 of the 1907 lien upon said property that its mortgage dated the 19th day of 1913, is in effect a mortgage above described; that the agreement of June 27th, 1912, between said defendants Elizabeth Heisner and the plaintiff, and for a decree foreclosing all the defendants' title and interest, and all the interests of all persons claiming through or under the said Heisner or Elizabeth Heisner, and to said real property the east half of lot 2, and the east half of lot 3, and lot 4, 8 of the town of Marshfield, according to the plat thereof conveyed and platted by the office of Coos County, Oregon, together with the testamentary attachments and appurtenances unto belonging or in any way pertaining, and all of said defendants' right, title and interest to the same.

That the court make an order reciting that said real property is sold in the manner prescribed by law for the sale of real property upon execution, and that the proceeds be first applied to the payment of the said mortgage and then to the payment of the ever sum is found due to the plaintiff from said defendants, less attorney fees and costs, and that the plaintiff's first mortgage lien on said real property, and the plaintiff's second mortgage shall be paid and discharged, then the proceeds applied to the payment of plaintiff's mortgage lien, and then to the payment of plaintiff's third mortgage lien, and the balance there be, direct that the same be paid into Court to abide the order thereof, and that such sale the plaintiff of the parties to this suit as purchasers of said property for such other and better as to the Court shall seem equitable.

Service by this summons, by publication in pursuant to order made by the Honorable S. Coke, Judge of the Circuit of the State of Oregon, County of Coos, dated the 10th day of February, 1915, that the publication thereof in the Coos Bay Times, a newspaper published at Marshfield, Coos Oregon, once a week for a period of six consecutive weeks commencing with the first issue of the summons on the 27th day of February, 1915.

W. U. DODD, Attorney for Plaintiff.

(First publication, Feb. 27, 1915; last publication, April 18, 1915.)

Advertisement for Reynolds Development Co. featuring a large circular graphic with an arrow pointing to the text 'FIRST ADDITION TO MARSHFIELD'. The text includes 'BEGIN TODAY', 'For years you have been planning a home of your own. You want to get away from the monthly rent receipt; every dollar you pay for the privilege of living in some one else's house you want to invest in your own home. In your own mind you have the idea of a piece of ground where you can build your house, have a garden and take pleasure in knowing that it's all yours.', and 'Why not begin now? Look over FIRST ADDITION; you'll like the location. You can buy the property on terms that equal no more than the rent you are now paying. \$300 is the price of these choice 50x120-foot lots. Streets graded, good soil, water service, you'll want to build there. Ask for a plat at our office and look over this home builders' section. You'll be delighted with it.' The company name 'Reynolds Development Co. (OWNER)' and address '178 Central Ave.' are also present.