

EUGENE FORTIER KILLS BROTHER

Then His Brother's Wife—
Fiendish With Liquor
and Vengefulness.

(United Press Special Wire.)
Seattle, May 7.—Apparently crazed with liquor, Eugene Fortier, a Frenchman, about 40 years of age, today shot and killed his brother, M. Fortier, a groceryman at Denny station, near here, and then securing a horse and buggy, drove to a nearby lumber camp and killed the wife of the man he had just murdered.

The murder of Fortier occurred in the little store and was the only witness to the tragedy was a little girl, Eugénie Hagen.

According to the story told by the girl, Eugene Fortier entered the store through a rear door and without warning fired a shot into his brother's back. Waiting only long enough to see his victim fall to the floor, Fortier ran out of the building, but turning to look back after he had gone a short distance, he saw that his brother had managed to crawl to the door and cry out for aid.

Returning, he fired five more shots into his head, killing him.

Jumping into a buggy that stood near the madman whipped up the horse and drove away in the direction of a lumber camp, where the wife of his dead brother was employed as a cook. Before the man's intentions could be divined, he had gained a good start and the sheriff and a posse of citizens who followed him were unable to overtake him.

A telephone message from the lumber camp late this afternoon states that Fortier shot his brother's wife three times, killing her instantly.

After committing this second murder Fortier plunged into the woods and has not yet been apprehended, though the country has been aroused and scores of men are searching for him with bloodhounds.

Eugene Fortier was until recently employed in his brother's store, but had been discharged because the business did not warrant the keeping of a clerk. This is the only known motive for the crimes.

Fire in Chimney.
A small chimney fire was started at Twenty-third and Gilman streets at 12:30 p. m. today but was quickly extinguished by the fire department. There was practically no damage.

PORTLAND MAN ROBBED OF \$500

J. Kessler, Prominent Horse
Buyer, May Die as Result
of Brutal Slugging.

(Special Dispatch to The Journal.)
Pendleton, Or., May 7.—Word has been received here that J. Kessler, a prominent horse buyer of Portland, residing at 248 Sherman street, is not expected to live as a result of having been snatched and robbed last night by thugs at Matilla, 50 miles west of here on the O. R. & N. Kessler has been unconscious since found last night, hence is of no help to the officers in running down the perpetrators of the crime.

More than \$500 is reported as secured by the thugs. Kessler is one of the well known horse buyers of the northwest and was in Matilla from Portland to purchase some horses from William Switzer.

Last night the horse deal had not been closed and Kessler was perhaps known to have considerable money on his person.

The crime was supposed to have been committed about 8:30 last night. The body of the unconscious man was found at 8:20 last night in front of the city jail, with the pockets of his clothing turned upside down.

Up to last reports Kessler was still unconscious. It is feared that he may never regain consciousness. Upon hearing of the crime Sheriff Taylor left for the scene.

Matilla being the intersection and division point on the railroad, characters of all descriptions gather there, and it is feared that this crime must be charged to the numerous unsolved ones from that section.

Pennsylvania Lines Stopovers.
On first class tickets reading over Pennsylvania lines 10 days stopovers, including half deposit, are now allowed upon notice to conductor, at either or all the following cities: Pittsburgh, Washington, Baltimore or Philadelphia, and at Indianapolis and Columbus. Also effective June 1 at Dayton.

Postmaster at Hillsboro.
(Washington Bureau of The Journal.)
Washington, May 7.—Benjamin P. Cornelius was today nominated to be postmaster at Hillsboro, Or.

MINIATURE FLOOD BATHES CLUBMEN

Travel-stained tourists in the elevators of the Commercial club building this morning had their spirits quickly and effectively revived by the unexpected application of a cold shower bath.

A water pipe on the fourth floor broke over the elevator shaft and sent a fine young Niagara pouring down onto the heads of the passengers in the various cages. The elevators beat a hasty retreat above the storm clouds, but not before their occupants had been more or less soaked. The water continued to pour in a steady stream for 15 minutes or so, when it was finally cut off.

Portions of three floors were flooded, though the water was deepest where it did the least damage—on the concrete floors of the hallways. For the second time this year the Spokane, Portland & Seattle railway was cut off by a flood.

The earlier instance occurred last January on the Washington line, and didn't cause half the commotion that this morning's visitation did. The general offices are on the third floor of the building and were completely isolated for some time.

Vagrants Sent to Rockpile.
John Kelley and Paddy O'Brien, vagrants, arrested by Officer Shaffer at Second and Couch streets last night, were each given 15 days on the rockpile.

Judge Van Zante holds that there is no longer any excuse, since good weather has set in, for able bodied men to be hanging around the streets without working, and he proposes, with the help of the police, to make things decidedly warm for all vagrants in the future.

COUPON Cut This Out COUPON

\$2.00 GOOD FOR 25c \$2.50

In Trade at Our Big Sale of Sample Shoes

TOMORROW, MAY 8

GREENFIELD SHOE CO.

101 THIRD STREET, CORNER STARK

PICTORIAL REVIEW PATTERNS AND PERIODICALS ON SALE HERE

Great Saturday Sale of Children's Headwear

49c Two Big Assortments 98c

Hamburger's

145, 147 Second St., Bet. Alder and Morrison

For Saturday we've prepared a grand bargain-fest for the little folk.

FIRST, we are going to present the first 100 little girls (accompanied by either parent or guardian) who present themselves at our store Saturday a nice little parasol FREE; no purchase required.

SECOND, we are going to have on sale the greatest assortment of clever little hats for children that has ever been shown in Portland. To make choosing easier and to induce quick selection, we have divided the assortment into two lots, conveniently arranged on tables through our center aisle.

LOT 1—Children's rolling brim Sailors, with streamers, Mexican and droop shapes, rough and plain straws, also small Milan shapes trimmed with silk pompons; absolute values to \$1.50, choice.....**49c**

LOT 2—Children's trimmed Leghorns, Tuscan flats, Milan, straw poques and Bo-Peep shapes, all neatly trimmed with flowers and ribbons; positive values to \$2.50, choice.....**98c**

Striking good values throughout our store in misses' Sailors and trimmed Hats. Continuation of our great sample sale of ladies' Trimmed Hats at.....**\$2.49**



Columbia Beach

**Its Great Success
Due to an Idea**

It's the Idea back of Columbia Beach that is making it such an unprecedented success—not the mere fact that a happy combination of natural circumstances—a perfect beach, crystal lakes, silvery streams and shady groves—favor this resort as an ideal spot for a home.

What is the Idea? It is to transform this huge tract with its mighty display of ocean and smooth beach, its silvery lakes and streams and perfect groves into a resort of the first magnitude importance and desirability—into a resort from which everything questionable is banished, into a resort where liquor is tabooed, into a resort where a man will want to take mother, wife, daughter or sister; to build a city by the sea where the people of the northwest can find quiet recreation, rest and health, not only during the warm months but during Spring, Autumn and Winter as well—in brief to plant a seaside resort of the first caliber in easy reach of everybody in the northwest, and fill the great demand that exists for a resort of this character.

It's the Idea back of Columbia Beach that made it the most talked of, the most compelling and the most successful real estate project in the northwest.

It's the manner in which the management is rapidly pushing to completion this new seaside city, the lavishness with which money is being expended in improvements on hotel, bathing pavilion, athletic field that is influencing the public to invest at Columbia Beach at an enthusiastic rate. In a week or so we will be able to show you a series of photos showing the big amount of work already done.

Don't you want the facts in detail? Send for the illustrated booklet. It tells the story truthfully and well.

Important Events Scheduled for Columbia Beach

June 19—Northwest State Conference Y. M. C. A.
July 3—Annual Reunion Behnke-Walker Business College.
July 6—Oregon State Baptist Assembly.

Columbia Trust Company

**Ground Floor
Board of Trade Building**

Distinctive Clothes

In the making up of our Lion Special Suits at \$20, strong efforts were put forth to have DIFFERENT LOOKING clothes. How well we have succeeded we leave to the clothes-wearing public who have so generously partaken of this out of the ordinary clothes proposition.

LION SPECIAL GUARANTEE

We herewith guarantee the Lion special suit at \$20 to be made of absolutely pure wool cloth, with first-class trimmings, and non-breakable fronts, warranted to keep its shape. If the coat of a Lion special suit at \$20 should lose its shape by fronts breaking or curling within one year from date of purchase we will cheerfully give the wearer a new suit in exchange.

THE LION CLOTHING CO.

With the above guarantee back of every Lion Special Suit sold by us, you could not possibly make a better investment than the

**Great Lion Special Suit at
\$20**



166-170 THIRD ST. PORTLAND, OR.

JOURNAL SAVINGS COUPON

THIS IS ONE CREDIT

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Stamp Name.....

Street Address.....

Town and State.....

Fill out with pen, pencil or rubber stamp and send by mail, express or messenger to Journal Savings Editor, The Journal, Portland, Oregon.

Street Railway Franchise Recently Passed by the City Council Over the Mayor's Veto

The grant is for a period of 25 years, so that it will expire at the same time as do our other street railway franchises. The city charter will not permit a franchise for a greater length of time than the other franchises run. The grant is simply one giving the company a right to operate a street railway, with any kind of motive power so long as steam is not used, is in direct accord with our other franchises, and cannot be construed as giving us any broader rights than those now enjoyed. The grant covers 44 items, the majority of which are for very short lengths of streets in the neighborhood of car barns for the company's use in getting in and out of its property. One 17 of the streets mentioned, tracks have already been laid under permits given by the city council, and have been in operation for varying lengths of time up to four years, and include tracks in the neighborhood of the Lewis and Clark fair grounds and Country club, and the purpose of the franchise is to confirm our right to use these tracks. Three items mentioned cover tracks that must be moved on account of the construction of the North Bank road, to eliminate dangerous grade crossings with steam railroads, or some similar reason, and do not provide any additional rights. It will be seen that 29 of the items cover either tracks constructed, or provide for changes of track for ingress or egress to our car barns, leaving only 15 streets of varying lengths for new operation. Of these 15 lines, 8 are not over two blocks in length, 8 average 5 blocks each, and one a mile in length—the latter being to the Swift townsite. So that what would look to be a tremendous grant only legalizes tracks already built and in operation for years, and provides for extension of line to the Swift townsite, and extensions absolutely required in the rapidly growing Irvington district.

The grant is in no respect in the nature of an option for three years, but is specific for certain lines that we have determined to build soon as possible. Inasmuch as our rights to the entire franchise depend upon our constructing all lines mentioned within some given time, three years was designated as a reasonable limit, to avoid the possibility of our losing the franchise through inability to construct all the lines within the specified time, due to unforeseen obstacles which we could not control.

As some are inclined to take seriously to the mayor's objection to this grant, it is well for all who have questioned the justice to the city of having such a provision in the franchise, to understand, that there is only one short piece of track in the entire franchise that would be affected by such a provision; and that particular place the company has agreed to fill in with dirt at its own expense. This forever eliminates any possibility of the company exercising the prerogative referred to. It should also be understood that all of the old franchises of the company contain the same provision as to construction above and so strongly criticized by the mayor. Such provision has been in effect for several years without detriment to the city, hence the occasion for raising such an uproar at this time, when no one has been injured in any way, is manifestly absurd.

It is true that there was need of securing this grant at this time in order to forestall the danger which might arise in the event of the "commission charter" being passed by the people at the next election, inasmuch as this proposed charter contains provisions which will not permit the investment of capital on a safe basis.

The long line in the Peninsula district is very important to the entire community, for the reason that it provides a thoroughfare which will soon become most thickly settled; this development is now being delayed for want of streetcar facilities that could not have been given for one or two years, if at all, if the franchise in question had been killed by the city council or mayor; and great loss to many people and delay to the plans of the Swift Packing concern would have ensued. The city council considered this matter very broadly, and acted upon their own initiative in overruling the veto, and all citizens who have the welfare of the city honestly at heart will applaud their action.

A common-user clause in this franchise would not have been of any service to another company, over the many short pieces of track; neither would it have been of benefit to the city, in the outlying districts where unoccupied streets are numerous; it would really be a disadvantage to permit another company to give the maximum of service to its patrons, and this can better be done by frequent service on one line than by indifferent service on many lines. No line has ever been abandoned that was a necessity in the district in which it was located.

The railway company will never willingly abandon track on any street that is necessary for the handling of traffic. These matters must be judged on the basis of giving the maximum service to the maximum number of people. They cannot be judged from the selfish standpoint of any one or two individuals, regardless of the effect on the majority. It is our business to give the maximum of service to our patrons, and this can better be done by frequent service on one line than by indifferent service on many lines. No line has ever been abandoned that was a necessity in the district in which it was located.

The City of Portland should be compelled to keep in repair and in good condition, suitable for the use of the street railway, the bridges along, over and upon all streets for which rights are granted. Failure by the city to do so would cut a line in two and prevent the operation of our cars under the headways prescribed in the ordinance—thereby constituting a forfeiture of the entire franchise. The proportion of cost of keeping these structures in repair (¾ by the city and ¼ by the railway company) is in accord with the practice now in effect on our other lines, and is reasonable. It is necessary that the company see that all these bridges, elevated roadways, etc. be kept in repair; that the cost of repairs will not be a burden on the city, and that the railway company will not be required to do such work, due to the delay or negligence of the city authorities, is it not right and proper that the city should still pay its agreed proportion of the cost? Had such a provision been in the franchise over the Madison Street bridge, we would have seen to it that this bridge was not kept closed to the public for many months, possibly years, to the great detriment of the traveling public, and producing financial disaster to a large number of Portland merchants.

As to a cheaper fare than 5 cents, we ask what advantage it would be to have a fare of less than that amount on lines mentioned in this grant, when the same provision would not apply to connecting lines in the city? We only charge a maximum of 5 cents for a different fare limit, and fall to see the advantage to the public of a different provision on the various short pieces of track referred to in the franchise.

The omission of a provision compelling the company to file each year a detailed and truthful statement of the receipts and expenses of the company, verified underneath (with a provision for the forfeiture of the franchise if such showings are not made in reasonable time) does not deprive the city of any information that it does not or can not possess. Such a statement is filed each year by the company with the railroad commission of Oregon, with the interstate commerce commission, and the tax assessor, and is already required by law, and is available at such places for public use.

We did not ask rights for more than one half the lines which were requested of us in the various outlying sections, knowing full well that we would not be able to operate them all within the three year limit. Instead of the request being of a blanket or extensive nature, it was restricted to such lines as we felt certain would be built within the prescribed time.

Extension of existing lines as provided for in the franchise will have to be operated with the same service as that of the lines connecting therewith; therefore the regulation by the city of headway between the cars run on such extensions would be absurd. Some of our present lines require changes of intervals between cars as often as eight times during a day, in order to suit the requirements of the varying traffic. For the city authorities to vary intervals between cars on the lines of city lines as provided for in the franchise would be a detriment to the city government. The service of any one section must be considered as a whole, and not from the standpoint of some one line. We often attempt to make certain changes here or there, that might be of some local benefit, but in considering these changes in connection with other lines, bridge crossings, terminals, etc., it is often found impossible to make them.

The provision for free sprinkling of streets by the company was not included, and we might add neither was a clause included requiring the company to clean, oil or light the streets, or to lay sewer, drain or water pipes in the streets occupied by the railway; but we pay a large portion of the cost of laying the streetcar tracks which our railway tracks are laid, and this amount each year represents several hundred thousand dollars, constituting an indirect franchise tax of large proportions—this in addition to what we pay as a license under a franchise, as a license for each car operated, as a tax upon our franchise and real estate, and other assessments without number.

Freight cars are prohibited from being operated over any lines mentioned in the franchise without the consent of the city council, except on East Eighth street and East Yamhill street where such service is required to serve industries now located, and on tracks around our car barns, and in the east side freight yards. Freight cars are now operated on some of our lines with the tacit consent of the city authorities. Whenever such authorities request us to cease such operation we shall cheerfully comply with such request. We have not, and cannot, give exclusive right for the use of our rails to any contractor, and the privilege now accorded to any contractor will be extended to any other, so long as the city authorities do not object—dependent only upon such right not interfering with our passenger traffic, which must have first consideration at all times.

Any right of way owned by the company, along lines covered by the franchise, which may be hereafter required by the city for street purposes, is to be donated to the city by the company, subject to our right to operate cars, erect wires, etc. over it.

Provision is also made giving the city an option to acquire all property constructed under the franchise, at the end of the franchise period, in accordance with the terms of the city charter; as well as a general clause making it the terms, provisions and conditions of the present city charter applicable to the franchise, whether specifically mentioned or not.

The ordinance covering this franchise has been drawn up with great care by the attorneys of the city, and some of the clauses are considered four or five drafts prepared by both parties, and it is believed to thoroughly protect the city in every way, as well as to give the company a sound basis for financing the proposition. We believe the city council should be congratulated upon the nearly unanimous stand it took, in treating the entire proposition in a broad minded way, that the city may not be retarded, in its growth by small, irrelevant hindrances and stipulations, which in fact are immaterial for the good of the community. Any effort to still further delay construction of these greatly needed lines, by invoking the referendum, will be of much greater damage to localities and individuals to the city as a whole, than it can possibly be to the railway company. Many stipulations in the present franchise which we considered irrelevant and unnecessary were insisted upon by the city attorney, in order that such provisions might establish a precedent for future franchises and not be lost sight of. Any fair-minded person will agree that the city's interest have been amply protected, and what some try to name an enormous aim is untrue and inspired purely for political or vindictive purposes.

We state in conclusion, that were it possible to submit this franchise to a vote of the people at the June election, we would offer no objection whatever thereto; but an effort to hold up the franchise, for an indefinite period, is manifestly unfair to the sections requiring immediate extension of car lines.