

The Bend Bulletin

DAILY EDITION
 Published Every Afternoon Except Sunday.
 By The Bend Bulletin (Incorporated).
 Entered as Second Class matter January 8, 1917, at the Post Office at Bend, Oregon, under Act of March 3, 1879.

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An Independent Newspaper, standing for the square deal, clean business, clean politics and the best interests of Bend and Central Oregon.

SUBSCRIPTION RATES
 By Mail
 One Year \$3.00
 Six Months \$1.75
 Three Months \$1.00
 By Carrier
 One Year \$6.50
 Six Months \$3.50
 One Month \$0.60

FRIDAY, JULY 21, 1922

BIBLE THOUGHT FOR TODAY

HAVE THE MIND OF CHRIST
 —Let this mind be in you, which was also in Christ Jesus. Let nothing be done through strife or vainglory; but in lowliness of mind let each esteem other better than themselves.—Philippians 2: 5, 3.

A RARA AVIS

Sage hen hunters report that the birds are almost impossible to find this year. Spots which in past seasons were certain to produce birds, this year yield none at all. The warnings voiced a year ago are now shown to be more than pessimistic prophecy. The sage hen is almost gone.

It may be that there are few who are really interested in sage hens. Few have shot them; not many have hunted them. Possibly their passing would hardly be noticed, and yet it does seem a pity that any form of wild life should be exterminated unless it is a pest like the jackrabbit or the coyote. A big share of the pleasure of out-of-door life is in the birds and animals to be watched and studied. There is no reason why man should continue his career of extermination. The great auk is gone and the passenger pigeon is gone. The sage hen is about to go.

The game commission this year wisely cut down the open season for sage hens. We believe that the sportsmen and the nature lovers of this section should join in an appeal to the commission to declare a closed season for two or three years to see if the bird may not be brought back.

A resident of Burns named Jack Scarf died the other day, leaving no relatives and only a small amount of property, but what little he did leave, he bequeathed to the Burns public library. The amount will be at least \$600, says the Burns Times-Herald, the largest single gift the library has ever received. "Jack," as the Times-Herald puts it, "had not a great amount of benefit from the library, but he appreciated it nevertheless and his gift showed it." Are there any Jack Scarfs in Bend?

Latest New York Fad.
 New York has a man engaged in what he says is a gainful occupation, who appears in the city directory as a tattooer of dogs. Inquiry reveals the fact that many owners and fanciers of dogs have their names tattooed on the dog's skin.



The Wife's Husband

Among the toilers in the mart he wrought till he was old; he labored with a broken heart, that he might gain some gold. And gold he won, for he was wise in commerce and in trade, but in his darkly brooding eyes no sunshine ever played. He was the husband of his wife, and she, a social queen, pursued a vain and giddy life that called for much long green. She "entertained" three times a week, bridge-whisted once or twice, and her sad husband, worn and meek, went forth to raise the price. She moved in pomp and circumstance, her hats and gowns were fine; and James, with patches on his pance, would in a chophouse dine. He saved a nickel now and then, and placed it in a can; "Some day," he sighed, "when I've a yen, I'll carry out my plan. I'll buy twelve feet of hempen rope—a broadax and a knife, a pint or so of deadly dope—and thus escape my wife. I'll pack with bombs my old valise, and jump into a pond; for I must have the rest and peace that's billed for the beyond." The foolish woman had no thought of vows her husband swore, until one evening he was brought to her upon a door. And then at last her conscience struck, remorse within her burned; "I might have let him keep a buck," she moaned, "from what he earned."

Can Merger Decision Be Enforced? Expert Sees Chance of Confusion

(Professor Stuart Dazett, dean of the college of commerce and professor of railway economics of the University of California, in his second article on the Central-Southern Pacific unmerger case, foresees complicated valuation problems.—Editor's Note.)

Up to this point I have dealt briefly with the legal phases of the supreme court decision. The conclusion is that the Southern Pacific merger decision is good law. The next question is, can the decision be enforced? That is to say, can the Southern Pacific and the Central Pacific be separated without destroying one or the other or leaving substantial parts of one or the other line without connection save a rival road?

The main source of difficulty in unscrambling the Southern Pacific and Central Pacific systems is that the facilities of the two companies are interlaced.

Neither the Southern Pacific nor the Central Pacific system is complete as it stands but each relies upon the other for important trackage. The Southern Pacific is in the extraordinary situation of having no connection of its own between its lines in Oregon and those in California, and of depending upon the Central Pacific for access to branches such as those from Raymond to Berenda and from Lodi to Valley Springs. On the other hand the Central Pacific has no interest in the Benicia Short Line, a fact which would probably shut it entirely out of the passenger business between San Francisco and Sacramento, unless this route were somehow opened to it.

Another source of confusion is due to the joint and sometimes confused

situation at the terminals. Both the Central Pacific and the Southern Pacific possess interests in the terminals in San Francisco. With respect to Oakland, the writer had occasion to examine the conditions of ownership of the properties a few years ago and found at that time that the ferry boats which connect San Francisco with the western end of the main transcontinental line here at Oakland were owned by the Central Pacific railway. The pier at which these boats docked was held by the Southern Pacific company under a 50 year lease from the city of Oakland that expired in 1960. The steam railroad tracks upon the pier were owned by the Central Pacific railway. For a space of something over 1300 feet east from the line of low tide, these Central Pacific tracks passed over land owned in fee simple by the Southern Pacific company to arrive at property sold by the old Contracts and Finance company to the Central Pacific railroad in 1872. Beyond this, trains were operated over land held by the Western Pacific railroad under an easement which dated from 1870; and beyond this still came land which the Western Pacific Railroad company owned outright under deed of sale of 1874. Until two or three years previous the railroad officials themselves were ignorant of the extent of the tangle to which long continued common management of the Southern Pacific and the Central Pacific had given rise.

There is no question but that it will require a good deal of negotiation and many adjustments to effect a separation of the Southern Pacific and Central Pacific companies. Un-



Norma Jalmadge in "The Sign on the Door" Liberty, Tonight and Saturday

doubtedly also it will be hard to evaluate exactly the rights and titles of each of the negotiating parties.

On the other hand there is nothing in the relation of the system which is so complex as to make unscrambling impossible or even highly difficult. The best evidence of this is the fact that a plan of adjustment has already been worked out and agreed to by the managers of the Southern Pacific and by the Union Pacific, which was at one time a prospective purchaser of the Central Pacific.

When the supreme court in 1912 required the Union Pacific to divest itself of the ownership of its Southern Pacific shares, the Union Pacific agreed to buy and the Southern Pacific to sell the line of the Central Pacific from Ogden to San Francisco bay. The mutual concessions which were agreed upon at the time may be listed as follows:

First: The lease for 999 years by the Central Pacific of its line of railroad from Tehama, Cal., to the Oregon line, to the Southern Pacific Railroad company at an annual rental of 5 per cent upon the value of such line from Tehama to the Oregon line.

Second: The sale by the Central Pacific to the Southern Pacific Railroad company of the line of railroad from Weed, in Siskiyou county, California, to Natron, Oregon.

Third: The lease for 999 years by the Southern Pacific and the Southern Pacific Railroad company to the Central Pacific of its line of railroad from Sacramento by way of Benicia to Oakland at an annual rental of 2 1/2 per cent upon the value of said line. This was to give the lessee an equal joint use with the Southern Pacific company of said line and no other line was to be admitted to said use without the permission of said Central Pacific.

Fourth: The lease for 999 years by the Southern Pacific and Central Pacific to one another of the joint use of their respective terminals, including industry tracks, at all junctions of their respective lines within city limits.

Fifth: The lease for 999 years by the Southern Pacific Railroad company and the Southern Pacific, to the Central Pacific of trackage and running rights over the lines of the former companies between Redwood City and San Francisco, for through freight trains only, at an annual rental of 5 per cent upon the valuation to be determined as hereinafter set out.

These mutual adjustments united the Southern Pacific lines in California with the same company's lines in Oregon, they gave to the Central Pacific the use of the Benicia Short Line and an entrance to San Francisco up the peninsula from Redwood City, and they provided for joint use of the respective terminals of the two companies.

What has been done once can be done again. The carrying out of the original plan was prevented by the insistence of the California railroad commission that the Southern Pacific accord facilities to other lines at Oakland and between Sacramento and Oakland similar to those accorded to the Central Pacific. The parties concerned were unwilling to do this, although the public advantage of union terminals upon San Francisco bay is evident. Under new conditions with the prospective development of the Goat Island project, and under pressure from the United States supreme court, a final solution should be now possible.

Good for the Dressmakers.
 Testimony in a recent lawsuit before a London court was to the effect that a woman who expresses to "hold her own" in the exclusive circles of English society, must have from 30 to 40 new gowns a year at an average cost of \$200 each.

Vacation Requirements!

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- Hiking Trousers and Knickers \$2.95 up
 - Jackets to match at \$3.95 and \$4.95
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 - Men's Hiking Pants, special at \$1.95
 - Men's Wrap Puttees, 3 yard, at 95c
 - Men's Hiking Pacs, 12 inch, heavy double sole, priced at \$11.50
 - Men's Hiking Pacs, 16 inch, heavy double sole, priced at \$12.75

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- These are values in outing merchandise that you will not be able to duplicate.

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Announcement--

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BORROWMAN'S BATTERY and ELECTRIC SERVICE

We will continue to have the agency for the PHILADELPHIA DIAMOND GRID BATTERY, known to all auto owners as one of the most reliable storage batteries on the market.

Mr. Borrowman is thoroughly experienced in Battery repairing and general auto electric work. No matter what your troubles are if they are electrical we can give you service.

We trust that those who have been customers of King Bros. will continue to make this their headquarters when in need of electrical work.

For the past four years Mr. Borrowman has been foreman of the repair shop of the Deschutes Garage Co. Those who know of the quality work done by him may be assured of the same good service in the future in his new location.

If you don't know George come down and get acquainted with the fellow who will really appreciate your business.

BORROWMAN'S Battery and Electric Service