

The Daily Astorian.
 ASTORIA, OREGON:
 SATURDAY, APRIL 19, 1908
 ISSUED EVERY MORNING.
 (Monday excepted.)
 J. F. HALLORAN & COMPANY,
 Publishers and Proprietors.
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 Sent by mail, one year \$7.00
 Free of postage to subscribers.
 THE ASTORIAN guarantees to its advertisers the largest circulation of any newspaper published on the Columbia river.

CONTRACT AND BOND.
The Exact Facts; The Language Of Both the Documents.
 What the A. & S. C. E. R. Directors Agreed to At Wednesday Evening's Meeting.
 REFUTATION OF THE "COLUMBIAN'S" LIES
 Definite Arrangements For the Completion of the Road to the Seaside.

and to complete and finish all of said work not later than thirty days after the track material to be used by him in said work is received by him at Skippanon, Oregon. It is further understood and agreed that the said party of the second part shall and will immediately, upon the signing hereof, issue its first mortgage bonds to the amount of \$300,000, with interest on the same to be held by him as trustee to secure the payment of the amount due and owing to the first party hereunder, and in case the said amount is not promptly paid, as hereinafter provided, then the said trustee shall forthwith give notice, and sell within thirty days thereafter all or sufficient of said bonds to pay all amounts so due and all costs, charges and expenses thereof, and said second party further agreed that it has not sold or disposed of, and that no other person has received or is entitled to receive in payment or as collateral security, or in any other way, any of the issue or series of first mortgage bonds, and it does hereby undertake and agree that it will not sell, dispose of or part with, or authorize or permit the sale or delivery of any such bonds to any other person until the payment of the full amount due the first party hereunder, and that it will give all necessary orders and instructions, to the trustees under said mortgage bonds, to prevent any such delivery thereof, and that it will give all necessary power and authority to the said I. W. Case, trustee herein, to enable him to perform his said trust, and further that it will for the purposes aforesaid, duly sign, transfer and deliver, and cause to be signed, transferred and delivered to the said I. W. Case, trustee aforesaid, by proper assignment and conveyances, all unpaid stock subscriptions now standing upon its books, and all property, real or personal, belonging to said second party standing in the name of J. W. Conn, including the real estate conveyed by deeds of Geo. H. Warren and G. H. Warren; also that it will issue or cause to be issued and delivered as aforesaid its stock fully paid up, equal to ten thousand dollars, par value, per mile for each and every mile of road constructed under this contract, to the city limits, however, that it is expressly understood and agreed, that if the said Pacific Construction Company shall, after the default of the second party, full pay the amount of said stock, it is to be immediately, to be conveyed to said first party at the time and in the manner hereinafter provided, then and in that event, the said I. W. Case, trustee aforesaid, shall, and he is hereby authorized and empowered to transfer by proper assignments and conveyances to the said company, all the property held by him as trustee as hereinafter provided, to be held by it in its own right, in the event, however, that the payment of said second party, as hereinafter provided, then the said trustee I. W. Case, shall transfer and deliver the bonds and stock so held by him as aforesaid, to the third party to be credited as cash on its contract of date June 22, 1889, at the amount of \$352,000 (three hundred and fifty-two thousand dollars), and assigns, and conveys to second party the remainder of the property held by him as aforesaid.

Scatched 28 Years
 Body covered with scales. Itching terrible. Suffering endless. No relief. Doctors and medicines failed. Speedily cured by Cuticura at a cost of 50c.

Immense Importations
Domestic and Foreign Dry Goods
 Received During the Past Two Weeks at the Leading House of Astoria.
SPECIAL
 Novelties in Dress Goods in the Latest Fabrics--Fashionable Shades
 Pythian Building **C. H. COOPER**, Third Street.

CITY AND COUNTY OFFICIAL PAPER
 All the latest songs as sung by the Cleveland minstrels can be had at Griffin & Everts.
 City assessor Wright would like to have all who have not yet handed in their blanks filled out, do so to-day: times up.
 The funeral of Peter Kuri will take place at St. Vincent & Co's undertaking parlors on Third street this noon at 12:30.

Under the heading, "The railroad contract," an obscure sheet published in this city for personal purposes had as usual, a tissue of lies, in its issue of yesterday morning, regarding the action of the board of directors of the Astoria and South Coast Railroad company.
 Its abuse of the editor of this paper can pass unnoticed; the hirings who do their master's bidding must earn their master's coin and that is one of the tasks set them.
 But its misrepresentations of facts affecting the city and its welfare require answer. To properly answer the venomous falsehood published necessary and which was calculated to injure the railroad prospects and the standing of the city, it is but necessary to publish the exact text of the agreements made and authorized last Wednesday evening.

At that meeting there were present Wm. Reid, I. W. Case, F. J. Taylor, J. W. Conn, C. H. Page, D. K. Warren, and E. C. Holden.
 The president stated the object of the meeting to be to consider a proposition, the same being a contract with the Pacific Construction Co., and J. H. Smith, for building a road for the company as therein specified, and also the execution of a bond, the bond and contract being as follows:
 Memorandum of agreement made and entered into this—day of April, 1890, by and between J. H. Smith of Portland, Oregon, and party of the first part, and the Astoria and South Coast Railway company, a corporation acting by and through its officers duly authorized, the party of the second part, and the Pacific Construction company, party of the third part.

Cured by Cuticura
 If I had known of the CUTICURA REMEDIES twenty-eight years ago it would have saved me \$200.00 (two hundred dollars) and an immense amount of suffering. My disease (psoriasis) commenced on my head in a spot not larger than a cent. It spread rapidly all over my body and got under my nails. The scales would drop off of me all the time, and my suffering was such that I could not sleep. I tried every remedy I could get, but I could not get the CUTICURA REMEDIES too much. They have made my skin as clear and free from scales as a baby's. I used them over three boxes of CUTICURA, and three bottles of CUTICURA RESOLVANT, and two cakes of CUTICURA SOAP. If you have been here and said you would have cured me for \$200.00, you may have had the money. I looked like the picture in your book of psoriasis (picture number two). How to Cure Skin Diseases, but now I am as clear as any person ever was. Through force of habit I rub my hands with CUTICURA SOAP, and I scrub once in a while, but to no purpose. I am all well. I scratched twenty-eight years, and it got to be a kind of second nature to me. I thank you a thousand times.
 DENNIS DOWLING, Waterbury, Vt.

MORGAN & CO., The Leading Shoe House
WE ARE SUCCESSFUL.
 FOR A GOOD SHOE FOR LADIES' OR GENTS' WEAR GO TO **MORGAN & CO.,**
 Mansell's New Building, Water Street, Astoria, Or

A veritable little shaver made his appearance just after midnight last night, in the household of Joseph Gardina, the barber.
 The amators are diligently rehearsing "Damon and Pythias," and intend to present it in good style at the opera house on the 28th inst.

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Nothing herein contained shall in any way interfere with, or prevent the said first party from having, perfecting, holding and foreclosing any lien upon that real estate, or any part thereof, which he may have or hereafter acquire, and which he may use for work done and materials furnished, upon said railroad, its franchises, property or the material used in the construction thereof.
 It is further understood by and between the parties of the first and second part, that the first party shall in addition to the matters and things here in before provided for, furnish material for bridges and build and complete the same between station 847 (Mrs. Byrd's) and Grimes' hotel, and shall lay the track of the road for the second party, and surface the same, and furnish all grade ties for the same, the party of the third part to furnish the material for the same, except grade ties, the first party to put in two cattle guards and three road crossings, and is to have free use of all equipments, tools, track, etc., of the party of the second part, together with the absolute right to survey the track of the party of the second part during the continuance of the work, the party of the third part to pay upon the completion of said work twelve thousand seven hundred and sixty dollars, (\$12,760) in gold coin, and it is agreed that all of the bonds and stock of the second party in the hands of I. W. Case, trustee, at the completion of said railroad to station 847, as hereinafter provided, shall be held by said trustee for the benefit of the first and to secure the payment to him of the sum of \$12,760, as aforesaid, in addition to the amount herebefore mentioned, and in case the said third party shall fail or neglect to pay said sum, the trustee aforesaid shall and he is hereby authorized and empowered, to sell the real estate known as the "Grimes' lots," or any portion of them, from and after this date, at a price of not less than \$200 per lot, and shall hold the proceeds to be so received, and shall hold the property thereunder to be applied in payment of the contract price named in said contract aforesaid to J. H. Smith. And the president and secretary of this company, by and with the advice of the attorney of this company, are authorized to sign seal acceptances, deeds, contracts and papers that are necessary to carry out the intent herein provided for by this resolution.

Cuticura Resolvent,
 The most powerful skin purifier and best of humors, internally and externally. The great Skin Cure, and CUTICURA SOAP, the most powerful skin cleanser, specifically and permanently cure every aspect of itching, burning, scaly, crusty, pimply, scurfy, and hereditary diseases and humors of the skin, scaly, one blood, with loss of hair, from impurities, etc. Sold everywhere. Price, 25c per cake. CUTICURA SOAP, 25c per cake. CUTICURA RESOLVENT, 50c per bottle. CUTICURA REMEDIES, 50c per bottle. CUTICURA SOAP, 25c per cake. CUTICURA RESOLVENT, 50c per bottle. CUTICURA REMEDIES, 50c per bottle.

Headquarters for Clothing—PHIL. A. STOKES & CO.,
 Next Door to Foard & Stokes,
 Men's and Boys' Clothing, Hats, Caps, Boots and Shoes!
 LARGE STOCK. LOW PRICES.
 PHIL. A. STOKES & CO., Water Street, Astoria, Or

Real estate transactions were more lively yesterday, there being only eight deeds filed for record, but the considerations amounted to \$15,541, and with two pieces bonded the figures reached up to \$21,841.
 Before Judge Jewett in the police court yesterday afternoon there was but one case, that of Geo. Peterson, arrested the night before, and charged with being drunk and disorderly. He failed to appear, and his deposit of five dollars passes to the city treasury.

Witnessed: That the said parties have agreed and by these presents do hereby agree as follows: the said party of the first part shall and will build and complete the railroad of the party of the second part, from Young's bay channel, to Mrs. Byrd's place, station 847 in Clatsop county, Oregon, as per certain schedules furnished him by H. Thielsen, on the terms and conditions hereinafter named:
 Said party of the first part is to pay the freight now due on the rails and fastenings at Albina, Oregon, to whatever amount is due thereon, not exceeding, however, the sum of \$1,000, and is to buy and furnish the additional fastenings necessary upon said work, which is estimated will amount to about 55,000 pounds thereof; he is to make the payment of the same in cash, and the party of the second part, the sum of \$2,700; and he is to build at his own expense an engine house at a cost not to exceed \$800; to complete all unfinished bridges upon the line of said railroad, and build a boat landing at Mrs. Byrd's place, station 847, and for that purpose he is to furnish whatever bridge timber is necessary, not now on hand, owned by said party of the second part, he is to lay and surface the track between said points, being about eight and one half miles of track, he is to put in all necessary and proper road crossings, fences and cattle guards, upon said portion of said railroad, and build a boat landing at Young's bay channel, and a fifty-four foot combination turn table at Skippanon, and to employ and pay all engineers and engineering expenses incurred by him in the performance of said several agreements on his part, agreed to be done and not performed.

Nothing herein contained shall in any way interfere with, or prevent the said first party from having, perfecting, holding and foreclosing any lien upon that real estate, or any part thereof, which he may have or hereafter acquire, and which he may use for work done and materials furnished, upon said railroad, its franchises, property or the material used in the construction thereof.
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Free From Rheumatism.
 In one minute the Cuticura Anti-Pain Plaster relieves the most excruciating neuralgic and muscular pains and weak-ness. The first and only pain-killing plaster.

Stockton & Welch,
Real Estate Brokers,
 AND EMPLOYMENT OFFICE.
 City, Suburban and Acreage Property For Sale.
 MAIN ST., ASTORIA, OR., P. O. Box 211. No brokerage brokers employed here

A letter from Coos county says that but one mail has been received there since January, 4th. Some parcels of the coast are isolated. The schooner *Ross's Owl*, which will leave for Tillamook to-day has 43 casks of accumulated mail for postoffice in Tillamook county.

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Nothing herein contained shall in any way interfere with, or prevent the said first party from having, perfecting, holding and foreclosing any lien upon that real estate, or any part thereof, which he may have or hereafter acquire, and which he may use for work done and materials furnished, upon said railroad, its franchises, property or the material used in the construction thereof.
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FLYNN, The Tailor,
 KEEPS IN STOCK THE—
 Finest Woolen Goods f r Suitings. All the Latest Styles
 He buys for Cash at Eastern Prices. He Guarantees the Best Workmanship on a Garment. Call and see for yourself. Earth Block, ASTORIA, OR

Wingate & Stone.
 Real Estate Brokers,
 Odd Fellows' Building, ASTORIA, OR.

REAL ESTATE TRANSFERS, APRIL 18.
 As Filed in the County Recorder's Office Yesterday.
 A. A. Schenck and wife to Mary G. and Florence Davison, lots 1, 2, 3, 4, 5 and 6, in blk 13, Schenck's addition..... 360
 M. J. Kinney et al to R. H. Espe, lots 1, 2, 3, 4, 5, 6 and 11, blk 28, New Astoria..... 980
 W. G. Howell to Matthew Bassell, lot 6, blk 1, Brad-bury's addition to Ocean Grove..... 100
 W. L. Robb and wife to G. R. Whitehouse, lots 11 and 12, blk 25, Shively's..... 700
 D. Graham and wife to L. E. Ahlers and Geo. Reid, lot 7, blk 24, also lot 14, blk 64, McClure's..... 10,000
 M. Lawler to A. P. Oliver, N 1/2 of NE 1/4 of SW 1/4 of sec 1, T. 1N, R. 9W, 20 acres..... 1
 M. Nowlen and wife to A. J. Hill, lots 3 and 4, blk 53, McClure's..... 1,000
 A. J. Hill and wife to L. T. Ahlers and Geo. Reid, lots 3 and 4, blk 53, McClure's, United States to C. B. Peterson, S 1/2 of NW 1/4 and N 1/2 of SW 1/4, sec 13, T 5 N, R 6 W 160 acres. Receiver's receipt for this year..... 400
 Previously reported this year..... 1,198,745
 Total to date..... \$1,214,286

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Papers were filed yesterday in which R. F. Halbersham brings suit against the Pacific Construction Company to recover the sum of \$1,155.45 and costs. Of this amount he claims there is due him for personal services as civil engineer and surveyor \$1,115. Of the balance, \$214.45, due Edward Stock and Mrs. A. G. Spenarth for services, but as both of those accounts have been assigned to Halbersham, suit is brought in his name for the full sum. C. J. Curtis is attorney for the plaintiff.

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Three rooms to rent for housekeeping. Inquire at Mrs. Marie Davis' millinery store.
 Elegant assortment of baby carriages from \$7.50 up at New York Novelty store.
For Sale.
 A furnished house, suitable for either a boarding or lodging house in a good location. Inquire at this office.
Will Arrive Next Monday.
 Dr. Franklin Jones, the old reliable California specialist, late of San Francisco, now head physician and chief surgeon St. Louis Medical and Surgical Dispensary, will be at the Parker House for ten days on and after Monday next. The doctor is one of the oldest specialists in America in the cure of all chronic, nervous and private diseases and female complaints. Consultation and examination free of all. Don't fail to call upon this grand old man.

Witnessed: That the said parties have agreed and by these presents do hereby agree as follows: the said party of the first part shall and will build and complete the railroad of the party of the second part, from Young's bay channel, to Mrs. Byrd's place, station 847 in Clatsop county, Oregon, as per certain schedules furnished him by H. Thielsen, on the terms and conditions hereinafter named:
 Said party of the first part is to pay the freight now due on the rails and fastenings at Albina, Oregon, to whatever amount is due thereon, not exceeding, however, the sum of \$1,000, and is to buy and furnish the additional fastenings necessary upon said work, which is estimated will amount to about 55,000 pounds thereof; he is to make the payment of the same in cash, and the party of the second part, the sum of \$2,700; and he is to build at his own expense an engine house at a cost not to exceed \$800; to complete all unfinished bridges upon the line of said railroad, and build a boat landing at Mrs. Byrd's place, station 847, and for that purpose he is to furnish whatever bridge timber is necessary, not now on hand, owned by said party of the second part, he is to lay and surface the track between said points, being about eight and one half miles of track, he is to put in all necessary and proper road crossings, fences and cattle guards, upon said portion of said railroad, and build a boat landing at Young's bay channel, and a fifty-four foot combination turn table at Skippanon, and to employ and pay all engineers and engineering expenses incurred by him in the performance of said several agreements on his part, agreed to be done and not performed.

Nothing herein contained shall in any way interfere with, or prevent the said first party from having, perfecting, holding and foreclosing any lien upon that real estate, or any part thereof, which he may have or hereafter acquire, and which he may use for work done and materials furnished, upon said railroad, its franchises, property or the material used in the construction thereof.
 It is further understood by and between the parties of the first and second part, that the first party shall in addition to the matters and things here in before provided for, furnish material for bridges and build and complete the same between station 847 (Mrs. Byrd's) and Grimes' hotel, and shall lay the track of the road for the second party, and surface the same, and furnish all grade ties for the same, the party of the third part to furnish the material for the same, except grade ties, the first party to put in two cattle guards and three road crossings, and is to have free use of all equipments, tools, track, etc., of the party of the second part, together with the absolute right to survey the track of the party of the second part during the continuance of the work, the party of the third part to pay upon the completion of said work twelve thousand seven hundred and sixty dollars, (\$12,760) in gold coin, and it is agreed that all of the bonds and stock of the second party in the hands of I. W. Case, trustee, at the completion of said railroad to station 847, as hereinafter provided, shall be held by said trustee for the benefit of the first and to secure the payment to him of the sum of \$12,760, as aforesaid, in addition to the amount herebefore mentioned, and in case the said third party shall fail or neglect to pay said sum, the trustee aforesaid shall and he is hereby authorized and empowered, to sell the real estate known as the "Grimes' lots," or any portion of them, from and after this date, at a price of not less than \$200 per lot, and shall hold the proceeds to be so received, and shall hold the property thereunder to be applied in payment of the contract price named in said contract aforesaid to J. H. Smith. And the president and secretary of this company, by and with the advice of the attorney of this company, are authorized to sign seal acceptances, deeds, contracts and papers that are necessary to carry out the intent herein provided for by this resolution.

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 Finest Woolen Goods f r Suitings. All the Latest Styles
 He buys for Cash at Eastern Prices. He Guarantees the Best Workmanship on a Garment. Call and see for yourself. Earth Block, ASTORIA, OR

Wingate & Stone.
 Real Estate Brokers,
 Odd Fellows' Building, ASTORIA, OR.

Three rooms to rent for housekeeping. Inquire at Mrs. Marie Davis' millinery store.
 Elegant assortment of baby carriages from \$7.50 up at New York Novelty store.
For Sale.
 A furnished house, suitable for either a boarding or lodging house in a good location. Inquire at this office.
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