

The Daily Oregon.
 ASTORIA, OREGON.
 THURSDAY, JUNE 10, 1920
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 J. F. HALLORAN & COMPANY,
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 THE DAILY OREGON is published for the advertiser
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CITY AND COUNTY OFFICIAL PAPER.

W. A. Turner, representing the Pacific Publishing Co., of San Francisco, is in the city.

Warrenton is not set in by natural gas, but the boring goes on and the indications are excellent.

The Astoria and South Coast Railway directors expect to hear from C. P. Huntington about Monday next.

The famous Nellie McHenry and a talented company will be at Ross' opera house next Thursday in "Judy Bony."

Final proof was made at the family clock's office, yesterday, by John Emery for a home located in section II, township 1 north, range 8 west.

Scandinavian services will be held tonight at 8 o'clock in the Swedish Lutheran church, by Rev. John Peterson and C. O. Torgerson, from Tacoma.

A general power of attorney to sell and dispose of land, was filed for record yesterday, by which Herbert W. Weeks appoints Oliver Stewart his attorney.

Twelve fishermen of each company, were made happy yesterday by receiving from Herman Wise presents of new lures, for home caught salmon at the fire on Tuesday night.

Several prominent sporting men from Portland came down last evening on the steamer Telephone, to witness the glove contest last evening at the season of the Athletic association.

Warren A. Wright, after the fire located at Fitz Gerald & Carney's. Both members of the firm lost several valuable articles or wearing apparel. They are now across from C. H. Coopers.

W. S. Gentry, of the Koller & Chase Music House, is at the Occident. Anyone thinking of buying a piano or organ had better see him and get prices, if you can, piano and organ and hand work he will put it in first class order.

The condition of the streets elicits comment from citizens. They should be cleared of rubbish, and the work on Third street needs hurrying up. In case of another fire the result might be even more disastrous than that of last Tuesday night.

Yesterday a bond for deed was filed for record, by which the sum of \$10,000 P. K. Warren of Astoria himself, says to H. C. Harrison, a tract of land bordering on Young's bay and the line of the Astoria and South Coast railroad, when the condition of the land as to the payment for the land, are complied with.

PERSONAL MENTION

George W. Davis and A. C. Campbell of Portland, are spending a few days in this city.

Capt. W. W. Rhoads, inspector of the thirteenth firehouse district, being unable to go to Tillamook to see, went up to Portland last evening.

Mrs. H. H. Neal, of Oakland, California, is visiting her brother, William Neal, at Clifton, the original salmon packer of the Columbia river.

F. P. Kennell, agent of the Pacific Can company, was made happy yesterday by the arrival of his wife and child from San Francisco.

L. A. Lewis, president of the Home Navigation company, went up to Portland last evening, on business for his company.

J. E. A. Bennett returned last evening from a brief visit to Portland, and will enter upon the duties of his new position in the First National bank.

A. J. Brownie, superintendent of construction of this light house district, went up to Portland last evening, and will return here this evening on the steamer.

Capt. Brown, senior member of the firm of Brown & McCabe, the well known stockholders of this city and Portland, was in the city yesterday, returning up the river today.

A. J. Spencer, advance agent of the Nellie McHenry concert company, which is playing this week at the Marquand Grand, in Portland, gave The Astorian a pleasant call yesterday. He has made arrangements for the concert company to appear here on Thursday evening of next week.

MARINE NEWS AND NOTES.

The steamer *Manzanita*, set some days up the river yesterday, will sail today, and this evening if the weather is favorable will start for Destruction Island with the last load of material for the iron lighthouse at that place.

The steamship *Lakme*, Capt. S. E. Graves, arrived yesterday morning from Port Townsend. Among her cargo was 1,000 barrels of lime from Roche Harbor, Washington, 100 tons of hay and 341 boxes of lemons from New Westminster, B. C.

That tired feeling, so subtle and yet so overpowering, is entirely overcome by Hood's Sarsaparilla, which tones and strengthens the system and gives a good appetite. Be sure to get Hood's Sarsaparilla. "100 Doses One Dollar" is true only of this peculiar medicine.

Go to the San Francisco Gallery for the finest Photographs and Tintypes, Olney Street.

Meals Cooked to Order.

Private rooms for ladies and families at Central Restaurant, next to Ford & Sikes.

Thompson & Ross are handling the product of some of the Choicer Dairies, and can supply you with a No. 1 article of Butter or Cheese.

The Columbia Bakery is the neatest shop in the city.

Pianos for Sale

At factory prices. M. W. Bart, agent from the factory of Heman & Long, San Francisco, who is a practical piano maker and tuner, is now in the city prepared to do all kinds of repairing and tuning.

U. S. Restaurant for sale at reasonable price for cash. Good reason given for selling. A. WEGNER.

A WRONG MEASURE.
An Ordinance That Should Not Pass the Council.
THE REASON IS A PLAIN ONE.
 And Needs Only Casual Inspection to be Seen.

Following is the full text of an ordinance which was read first time last Tuesday evening, and comes up for discussion before a committee of the whole to-morrow evening.

It should not pass. It would be cheaper every way for the city to take hold of the matter and own the water works than to make itself a party to any such measure as the following, which is plainly in opposition to the city's best interests:

An ordinance authorizing The Columbia Water Company, their successors and assigns to reconstruct, operate and maintain water works in the City of Astoria, Clatsop County, State of Oregon.

Be it ordained by the Mayor and Councilmen of the City of Astoria, Oregon:

Section 1. That the Columbia Water Company, their legal representatives or assigns be, and they are hereby authorized, subject to the limitations herein or by law provided, to construct, maintain and operate water works in or adjacent to the City of Astoria, Oregon, to lay pipes for the conveying and distribution of water in any of the streets, avenues, alleys, boulevards or public grounds of the city as are now and may hereafter be laid out, with all necessary and proper buildings, wells, reservoirs, conduits or other means of obtaining and storing water supply with all necessary machinery and attachments thereto to supply the city and inhabitants thereof with clear and wholesome water, suitable for fire, domestic and irrigating purposes, and for this purpose may enter upon any street, avenue, alley, lane, bridge or public ground under control of the city, to take up any pavement or sidewalk thereon, to make such excavations as may be necessary for the laying of such pipes and attachments, provided that such use of such grounds be made with the least practicable inconvenience to the inhabitants of said city, that such excavations be guarded by barricades wherever necessary, and that all such work be done in such a way that the same shall be completed as soon as possible, and that the cost of such work shall be paid by the grantee or assigns in as good condition as before as near as practicable, and with the least practicable delay, and it became necessary in the judgment of the grantee or their assigns to secure another source or supply in order to properly supply the citizens of Astoria with water as provided in this contract, then and in that case, said additional supply shall be procured by the grantee or their assigns subject to the approval of the City Council, provided, however, that the City of Astoria shall pay in consideration of the purchase of such additional supply an additional amount of hydrant rental equal to six per cent. on the cost of said additional supply, the cost of procuring the same shall be determined in advance by a competent hydraulic engineer, who shall be mutually selected for such purpose by the grantee or their assigns and the City Council. Any additional hydrant rental so accruing shall be paid in advance of the time when the original pipe system.

Sec. 2. The rights and privileges herein granted to continue for a term or period of thirty years from and after the date of the execution hereof, except as herein provided.

Sec. 3. There shall not be less than four (4) miles of iron pipe laid, which shall be of ample size to carry out the provisions of this agreement and of sufficient strength to stand the pressure of manufacture before leaving the shop, to withstand a hydrostatic pressure of 300 pounds to the square inch. Said mains to be laid of sufficient depth to prevent freezing. When so laid and completed, the amount of pipe shall be known as the original pipe system.

Sec. 4. Upon the completion of said works, they shall be tested as to their power and capacity, when said works shall throw water with the aid of their pumping machinery, and the separate hydrants, located in the business or manufacturing part of the city at one and the same time, one stream from each hydrant through 100 feet of 2 1/2 inch rubber hose and an inch ring nozzle, to the height of eighty feet perpendicularly or 110 feet horizontally, in still air, half of said hydrants to be selected by the city and half by grantee or their assigns, and if successful in the test for fire service herein stipulated shall begin and the said city agrees to furnish said grantee or assigns, upon said test, a certificate in duplicate to that effect.

An elevated tank or reservoir shall be provided, the amount of which shall be determined by the pressure and the capacity of the same shall be sufficient to discharge through fifty feet of 2 1/2 inch hose from any four hydrants in the business portion of the city (one stream from each hydrant) four one-inch streams six feet high, in still air for four continuous hours without the aid of the pumping machinery, and the tank or reservoir shall at all times be supplied with water to comply with said requirements.

Upon an alarm from the fire department, the grantee hereby agrees to furnish the pressure and the pumping machinery within thirty minutes from the time of such alarm; (in testing not more than two streams to be taken off a four-inch line.)

Within fifteen days after the City Clerk has been notified of the completion of said works, a test shall be made according to the requirements hereof, and thenceforth the capacity and efficiency of the works, together with constant and uninterrupted supply of water with the pressure for ordinary purposes and upon the fire hydrants when required, shall be maintained by said grantee or their assigns during this franchise. Provided, that, in case of default in operating said works or supplying water herein provided, the City may take temporary possession of the works and apparatus and operate the same until assured that the same will be efficiently operated by the grantee. Any expense incurred by the City in so doing may be retained by the City of any sums that may be due or become due the grantee and their assigns.

Sec. 14. The City of Astoria reserves the right, at the expiration of ten (10) years, or any term of five (5) years thereafter, to purchase the works of the grantee or assigns, together with their extensions, rights and franchises, upon giving the grantee and assigns six (6) months notice thereof in writing, the valuation to be determined by three hydraulic engineers, not in the employ of the City or grantee or assigns, the City choosing one, the grantee or assigns one, and the third by these two, and the valuation of the property by these commissioners, or if they fail to agree, by the majority of them, shall define the sum to be paid by the City to the grantee or assigns, and if the City shall fail to purchase the property, when appraised, the expenses of the appraisal shall be borne by the City, and the contract between the City and the grantee or assigns, shall continue for the period passed over, until the expiration of another five (5) years. If the City of Astoria does not exercise its option to purchase at the expiration of this contract, the same is hereby renewed for a like term and conditions.

Sec. 15. In the event that said grantee or assigns shall mortgage, pledge or deed of trust upon said water works, franchise, rentals, rights and liberties, so much of the hydrant rentals payable under the terms of this contract, as will discharge the interest upon such bonds, and shown on coupons thereon, as it will mature, from time to time, shall be paid from time to time by the City to the trustee or trustees named in the mortgage given to secure such bonds, when and as such sums shall be paid, so long as interest on such bonds shall remain due and unpaid, and the Mayor is hereby authorized and instructed to sign a certificate certifying to the provisions of this contract, and to the execution of the city to such certificate. But the city shall not be required at any time to pay the said trustee or trustees any greater amount than the amount due the said grantee or assigns, and all payments made by said trustee or trustees, shall be made exclusively to pay interest on said bonds so long as the same remains due and unpaid, and any surplus not so payable, and the whole, after said bonds shall have been paid by said grantee or assigns, shall be paid over by the said city to the said grantee or assigns.

Sec. 16. Such parts of the city ordinances number one hundred and thirty-two (132) and two hundred and twenty-one (221) in conflict with this ordinance are, with the consent of the grantee or assigns of said ordinances hereby repealed.

Sec. 17. Within thirty (30) days after the execution of this ordinance, said Columbia Water Company, its successors or assigns, shall file with the city an acceptance of the same, which acceptance duly acknowledged before some officer, authorized to administer oaths, and a copy of the same, to be filed with the City Clerk; but the same shall not be open more than two hydrants at one time for such purpose, and no hydrant shall be opened oftener than twice a week, and no longer than twenty minutes at a time for such purpose, and there shall be no flushing at the time of fires.

In flushing sewers automatic devices may be used, and so regulated that they shall not discharge oftener than once daily, and not more than 2 1/2 gallons each discharge, and there shall not be more than three flush tanks, for each mile of sewer mains and laterals, laid within the City limits, and the same shall always be kept in proper working order, so that no offensive waste of water prevented.

The City shall use the water as provided in all the above cases in a reasonable manner and without unnecessary waste.

There shall be provided and maintained a storage reservoir of not less than 500,000 gallons capacity; said reservoir to be so built as to keep out surface drainage or water.

Sec. 18. The City of Astoria hereby agrees to use the said hydrant for the extinguishment of fires only, except when used as otherwise herein provided for, and to make good to the said grantee or assigns, any injury which may happen to any such City employees, and hereby agrees and promises to pay an annual rental of Four Thousand (\$4,000) Dollars for the furnishing of water as herein specified to all public fire hydrants located on the original pipe system, for the term of thirty (30) years, or such part of said thirty (30) years as said water works shall be operated under this ordinance, which rental the City agrees to pay in semi-annual installments of Two Thousand (\$2,000) Dollars, on the fifteenth days of January and July of each year during such term, to the said grantee or assigns, and the same shall be paid in advance of the time when the same shall be due, and before mentioned; Provided, however, that all forfeitures under said ordinance which may be due said city at the time specified for the payment of any hydrant rental, shall be deducted from the amount of such term.

Sec. 19. A sufficient tax shall be levied and collected annually, upon all taxable property in the city, subject by law to such tax, to meet the payments under this ordinance, as provided for respectively, during the existence of any contract for public fire service, which tax shall be irrevocable from and after the passage of this ordinance, and in case the city shall be authorized to levy a special tax for such purpose, such tax shall be annually levied and the proceeds thereof shall be kept as a separate fund, to be known as the fire hydrant fund, and shall be irrevocable and exclusively devoted to the payment of hydrant rentals under this ordinance, and shall not be otherwise employed except that any excess of said tax, in any one year over the amount necessary to pay rentals, for such, may be used for any purpose, that the City Council shall direct.

Sec. 20. The City of Astoria on request of said grantee or assigns shall adopt and keep in force an ordinance protecting the said grantee or assigns in the safe and unmolested enjoyment of the franchise hereby granted, from waste of water by consumers, against the malicious pollution of the source of water supply, and also to carry into effect the provisions of this ordinance, and the contract hereunder entered into. Said grantee or assigns shall have the power to make, adopt and enforce, regulations not inconsistent with the law, for the convenience or security of said grantee or assigns, as well as that of the public in operating said mains, and shall have the right at all reasonable hours of the day to have access to the water pipes and meters of any water takers, to protect themselves against abuse and fraud and repair, observe or remove the same, and may require all water takers to sign a contract to all reasonable regulations, as a consideration for furnishing water.

Sec. 21. Said grantee or assigns shall not charge customers during the continuance of this franchise, granted by this ordinance exceeding the following annual rates, which shall be collected in advance, and the said grantee or assigns shall have the right at will to supply customers at meter rates, instead of at the assessed rates.

REAL ESTATE TRANSFERS, JUNE 10.
 As Filed in The County Recorder's Office Yesterday.

W. L. Uhlenhart and wife to C. Christianson, lots 12 and 13, subdiv 2, blk 15, Olney's, \$500

V. Boelling et al to Carrie G. Christiansen, lot 8, blk 3, Skipanon, 125

V. Boelling et al to Christ Christiansen, lot 5, blk 3, Skipanon, 125

D. H. Welch et al to J. C. McArthur, lots 23, 24, 33, 34, 35 and 36, blk 49, Astor, 180

D. H. Welch et al to E. W. Field, lots 20, 21, 22, 23, 24, blk 19, Astor, 150

Maxwell Young and wife to Robert Killgore, lots 39, 40, 41 and 42, blk 16, Alderbrook, 330

C. H. Stockton et al to E. L. Ward, lots 5 and 6, subdiv 2, blk 9, H. & A., 500

Previously reported this year.....\$1,441,404

Total to date.....\$1,443,054

A Vote of Thanks.

At a regular meeting of Cushing Post No. 14, G. A. R., department of Oregon, on June 12th, D. 1820, among other proceedings the following took place:

WHEREAS Major Thomas H. Handbury, U. S. A., and Captain W. W. Rhoads, U. S. A., generous in spirit, with barge and the steamer *Manzanita* at the disposal of our post, and W. R. C. No. 3, to convey us to Fort Stevens on last Memorial day, and as Mr. Handbury, engineer in charge, favored us with a ride on the government jetties on that day, and as Miss Hattie Bately graciously and acceptably presided at the organ during our public services held in the opera house on the evening of that day, therefore be it

Resolved, That this Post hereby tender to each of the parties named, as well as the singers and all others who assisted us on this sacred occasion a vote of heartfelt thanks, and that this Post send to each of the parties named a separate letter of thanks, and that a copy of these resolutions be given to the public press and a copy spread on the minutes of this post.

A. G. HANDBURY,
 THOMAS DEALY,
 E. H. BRODIE,
 Committee.

A Card of Thanks.

I. L. Osgood thanks the efficient firemen of Astoria for their good work Tuesday night at the fire, that would, in his opinion, swept his place of business and valuable stock out of existence if the firemen had not stood as they did in their trying position, and whom he invites to his place of business to be measured for, and be presented with, one of the best firemen's waterproof coats that he can have made for their future use.

To the old machine which gets there always with both feet, he hopes that in the future that she may be like an old maid, that is, is always ready but never wanted.

FIVE HUNDRED PAIRS

Nottingham Lace Curtains

NEW DESIGNS.

FROM

Sixty cents per Pair, to Five Dollars

Just Received at The

Leading Dry Goods and Clothing House of the City

C. H. COOPER'S,

517 and 521 Third St., Astoria.

\$2.95 For Ladies! \$2.95

The "French Process!"

HAND-SEWED, DOUBLE SEAM SHOE. It never rips. It never squeaks. It requires no breaking in. More flexible than a hand turn.

MORGAN & CO., Astoria, Oregon.

NOW!

A Snap in Real Estate.

1 1/2 Acres, close to river and street car line. Only \$500 per acre, for a few days only. \$5,000 can be made on this property within three months.

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

Lots in Case's Astoria Are Now on Sale

—AT THE OFFICE OF THE—

Astoria Real Estate Co.

PRICES FROM \$150 TO \$250 EACH.
 TERMS—One Half Cash; the Balance in Six and Twelve Months.

Weinhard's Lager Beer!

Is the Choice of the Connoisseur.

Superior Facilities for Shipping in Car Load Lots.

Orders for any quantity to be directed to

H. WEINHARD, Portland, Oregon.
 Corner Twelfth and B. Telephone 72. P. O. Box 406.

GET IN and GET U

A First-Class Celebration

The Election Is Over, and it behoves all to forget the political strife and

Entirely Cured

Hood's Sarsaparilla
 Sold by druggists. 50¢ for 10 Doses. Prepared by C. I. HOOD & CO., Apocothecaries, Lowell, Mass. 100 Doses One Dollar

GO TO THE Columbia Bakery FOR FRESH BREAD,
 Cakes, and Fine Confectionery. All Orders Delivered.
COOLEY BROS.

In the meantime the undersigned will not forget to look out for the people's wants, and be at all times prepared to furnish the finest selection of gentlemen's garments at his usual reasonable prices.

The Pacific Real Estate Co.
 OCCUPIES THIS SPACE.
 Office Near Central Hotel.
 A. T. BRAKKE, Mgr.

Herman Wise
 The Live Clothier and Hatter.
 In the Occident Hotel Bld'g.

The Indiana Paint Shop.
 C. M. CUTBIRTH, Prop'r.
 Cor. Third and Main Sts., Astoria.
PAINTER AND CRAINER.
 Paper Hanging a Specialty.
 Work executed with neatness and Dispatch.

Stoves Ranges and
EVERYONE FULLY WARRANTED
 Cooking and Heating.

W. F. Scheibe,
 CIGAR MANUFACTURER.
Smokers' Articles in Stock.
 THE TRADE SUPPLIED.
 Special Orders Manufactured to Order.
 MAIN STREET, Astoria, Or

Thompson & Ross
 Carry a Full Line of
Choice Staple and Fancy Groceries.
 Give Us a Call and Be Convinced.

John C. Dement, DRUGGIST.
 Successor to W. E. Dement & Co.
 Carries Complete Stocks of Drugs and Druggists' Sundries.
 Prescriptions Carefully Compounded.
 Mexican Salve and Norwegian Pine Cure

F. H. SURPRENANT & CO.,
 County Coroner.
First Class Undertaking ESTABLISHMENT.
 New Style Caskets and funeral materials kept on hand in Astoria office.

Abercrombie Hotel.
 L. R. Abercrombie, Prop.
 Finest and Most Convenient Summer Resort IN SEASIDE.
 Every Room Newly Furnished.
 Private Rooms for Families.
 AND TOURISTS.
 Transient Custom Solicited.
 TERMS, REASONABLE.
 The only Abercrombie Hotel at Seaside, Oregon.
 Potatoes and Vegetables, Strawberries and other berries, Cherries, Currants and all seasonable Fruits at THOMPSON & ROSS.
 For the very best Photos, go to Shuster.
 Try the Columbia Bakery and satisfy yourself where you can do the best.
 All the Choicest Delicacies, made by only first-class men at the Seaside Bakery.
 Rooms and Board.
 A few rooms at Mrs. E. C. Holden's, with board; corner of Third and Main. Also a few table boarders can be accommodated.
 Coffee and cake, ten cents, at the Central Restaurant.
 Good Goods and low rates at the Seaside Bakery.
 For fine variety of Numbers for your buildings, call on Judge Jewett.
 Children Cry-Pitcher's Castoria