

AFTER MANY YEARS.

A Railroad to Trans-Continental Connection is Assured.

Messrs. A. B. Hammond and E. L. Bonner of Missoula, Montana, are the Men.

TWO MILLION DOLLARS

Will be Required to Complete the Line to Gobel--Work to Commence Not Later Than April 1st.

At precisely 5:30 last evening, A. B. Hammond, of Missoula, Montana, picked up a pen in the Chamber of Commerce room, and in a free, bold hand, signed the railroad contract. A loud clapping of hands, and one or two whoops from enthusiastic committee-men, told the people within hearing distance outside, that something unusual had taken place within. Mr. Hammond signed three documents, and then each member of the committee present affixed his signature. A scene of rejoicing followed, and Messrs Hammond, Stanton, and Kimball were surrounded by those present, and hearty handshaking followed.

On the morning boat arrived Mr. A. B. Hammond, J. C. Stanton, and Mr. Kimball, together with several other gentlemen who were interested. The news soon spread abroad that they were to close up a proposition, and the rumor was made good shortly after a committee meeting in the morning, at which Mr. Hammond's contract was read and accepted. The time set for signing the important papers was 4 o'clock, but on account of the lateness in drawing duplicates, and reading them over before the committee, the signatures were not affixed until after 5:30.

During the afternoon Mr. Hammond had a meeting with the Seashore road directors, and made them a proposition to purchase the line. In this connection Mr. Hammond made the following statement to an Astorian reporter:

"I made a proposition to the only two directors of the Seashore road who are in the city, and they are satisfied with the terms. The directors who are absent from the city I have been given to understand will agree to any arrangement these gentlemen might make, so you see, the matter is virtually settled. The affair will not be closed up until my return from New York. It is the intention to place the road bed in first class condition, and equip it with as good rolling stock as can be found on any railroad in the West."

"Does the purchase of the South-coast mean that the line is to be extended into the Nehalem country?" asked the reporter.

"Well, that scheme will be thoroughly gone over in due time. I am favorably disposed toward the Nehalem country, and have great faith in its future. Further than this I cannot say anything definite regarding that branch of the road."

"Yes," continued Mr. Hammond, "the road is a certain fact, and I hope it will be considerably less than the time allowed by the contract before we can commence active operations. I go from here direct to New York City, where the final arrangements will be made."

Regarding the Oregon Pacific railroad, which is to be sold this month, and which he has recently made a thorough inspection of, Mr. Hammond said: "I do not wish to say anything regarding my intentions in that matter. I consider it a good speculation, and whoever purchases it will get hold of a first-class property that has cost several millions. The last time it was sold it went for \$200,000, but it is hard to say just what price it will bring at this sale."

Mr. Hammond was besieged by people who wished to shake hands with him, and he was promised a royal reception if he would remain over night. His presence in New York at an early date prevented him from partaking of their hospitality, and he thanked each and every one of them.

Mr. Stanton was perhaps as happy as any man in the city last evening. He has worked long and hard on this proposition, and while he is not directly mentioned in the contract, it is understood that he figures with Mr. Hammond on the deal. At the Occident Hotel, just after the contract was signed, and the hotel corridor was filled with good natured committee-men, Mr. Stanton turned toward the crowd, and waving his hand, said: "I want all my friends to come in and dine with me this evening."

It didn't take a second invitation to start the crowd toward the dining room door, and inside they partook of Mr. Stanton's hospitality, and made merry with good natured speeches that emanated from hearts that were far from heavy.

Mr. H. I. Kimball, like Mr. Stanton, is interested in the contract, and will

be a prominent figure in the future development of Astoria. He brings with him from Atlanta, Georgia, the reputation of being most active in the rapid and wonderful advancement of that city and its leading hotel, the H. I. Kimball house, remains a monument to his enterprise.

As the telephone pulled out, Capt. Crang took a joyful trot on the big wheels, and the crowd answered from the dock with a ringing cheer.

Mr. E. L. Bonner, a partner of Mr. Hammond, is a party to the contract, and was represented by the latter gentleman, who held his power of attorney. Mr. Bonner having gone directly to Missoula, Montana, from this city last week. Both gentlemen are well known to members of the subsidy committee, and are reported to be very wealthy men. Their experience in railroad building is confined to a couple of local branches of the Northern Pacific in Montana, but their success in these enterprises, which were really difficult, established them with enviable reputations in that line. It is probable that the Union Pacific and O. R. and N. will have equal traffic arrangements with the new Gobel line, as already arranged with the Northern Pacific, and it is to meet the receivers of the two first named that takes Mr. Hammond to New York.

Following is the contract as signed by Mr. Hammond and the committee:

This agreement, made at the City of Astoria, this first day of December, A. D. 1894, by and between E. L. Bonner and A. B. Hammond, of Missoula, state of Montana, party of the first part, and Alfred Kinney, J. Q. A. Bowly, B. Van Dusen, John C. Dement, Frank J. Taylor, C. H. Page, James W. Welch, J. A. Fulton, Walter C. Smith, John Adair, George Hill, Charles W. Shively, C. R. Thomson, E. A. Seely, D. K. Warren, H. B. Parker, G. Wingate, W. G. Howell, Georges W. Sanborn, S. D. Adair, an d Perry Trullinger, known as the Committee of Direction, comprising the party of the second part, and the Astoria Savings bank, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, having its principal office and place of business in the City of Astoria, State of Oregon, party of the third part, witnesses:

Whereas, a large number of persons having deeded land in Clatsop County, Oregon, to the third party, as trustee (Exhibit "A," hereto annexed is a general form of each of the deeds by which said conveyances were made) and

Whereas, said party of the third part has received said property, as trustee, and is authorized to use the same to aid in the construction of a railroad from Astoria, or Astoria and Tanzy Point, or Flavel, to a connection with a transcontinental railroad; (Exhibit "B," hereto annexed, is a general form of the authority given) and

Whereas, said party of the third part has received conveyances under the foregoing trust of the lands described and appraised in Exhibit "C," hereto annexed, and expect to secure conveyances of other lands for the foregoing trust purposes; and

Whereas, the party of the second part is the party referred to in said Exhibit "B," and

Whereas, the first party proposes to build a railroad hereinafter described, and all the parties hereto have agreed, and do hereby agree that for so doing he shall have all of said present and future acquired lands, which are hereinafter called the subsidy; and

Whereas, the party of the second part for the government of its business, and to enable it to perform the duty it had the power to perform, it lawfully enacted a by-law, of which Exhibit "D," hereto annexed is a copy;

Now, therefore, the parties hereto, in consideration of their mutual agreements and promises, do hereby promise and agree as follows:

First--The party of the first part hereby agree to construct a standard gauge, single track railroad, from a point at or near the east end of the bridge line of the railroad owned by the Seashore Railroad Company, in Astoria, Clatsop County, Oregon, through the city, along the north waterfront thereof, thence easterly along or near the south bank of the Columbia river, to a point of connection with the Northern Pacific Railroad, or some other railroad, constructed and running cars into the city of Portland, at or near Gobel, in Columbia County, State of Oregon, on or before the 30th day of October, A. D. 1896, subject to the conditions hereinafter mentioned. . . .

Second--The first party, except as hereinafter provided, further hereby agrees and promises to commence actual work on the said railway within four months from the date of this agreement. The "commencement" of work in good faith shall be considered actual work on the road-bed.

The said first party further promises and agrees that from the date of commencement of the said work they will expend, except as hereinafter provided, the sum of at least Fifty Thousand (\$50,000) Dollars per month in cash, in the carrying on of said work, or in furnishing materials for the said road, to be used in the construction thereof, and actually delivered upon the work, until said road is completed as above specified.

Third--The first party hereby further promises and agrees that during the building or construction of said railroad, the head office of the company, or companies, building or constructing said road, shall be in the City of Astoria, Oregon, and all disbursements, so far as practicable, shall be made from and at the City of Astoria.

Fourth--The first party hereby further promises and agrees to commence said work within the corporate limits of the City of Astoria, at or near the O. R. and N. Co.'s dock, and to continue the work thereon continuously and to com-

plete the entire road on or before the said 30th day of October, A. D. 1896, except as hereinafter provided.

Fifth--The first party further promises and agrees to obtain, at their own cost and expense, all the right-of-way along such portions of said lines east of the corporate limits of the City of Astoria as is not contracted for herein.

Sixth--The second party promises and agrees to furnish to the first party, or to their heirs, executors, administrators or assigns, all rights of way, options, contracts, or agreements now in the hands of or under the control of said second party, or any member thereof, or which may hereafter be obtained by him, in his capacity as committee-man, or any of them, during the life of this agreement, for the building of said railroad or any railroad from the eastern boundary of the said City of Astoria, Oregon, generally along the direction of the line of survey made by W. H. Kennedy, civil engineer, to the said point of connection with some other railroad, as herein provided, at or near the point known as Gobel, in Columbia County, Oregon.

Seventh--The second party hereby further promises and agrees to furnish and deliver to the party of the first part or to their heirs, executors, administrators, or assigns, free of cost, the right-of-way, for said railroad, at least Forty (40) feet in width from the eastern boundary line of the property known as the Seashore Railway Company property, along the line of said railroad, as per survey made by W. H. Kennedy, to the eastern boundary of the City of Astoria, except such right-of-way as may be owned at the date hereof, by the Columbia River and Astoria Railroad Company.

Eighth--The second party hereby further promises and agrees to and does hereby instruct, authorize, and direct said party of the third part to turn over, deliver, and convey, to the said first party, or to their heirs, executors, administrators, or assigns, all that certain subsidy which is more particularly and fully described in the schedule hereto attached, and marked Exhibit "C," and all that may be hereafter acquired for that purpose by sufficient deeds, bills of sale or other legal conveyances, properly executed and acknowledged, in the time and manner as herein set forth, by which deeds, bills of sale, or other conveyances, said third party covenants and agrees to convey to the said first party or to his heirs, executors, administrators or assigns, all the right and title it may have to said lands and said subsidy.

Ninth--And the third party for itself, hereby promises and agrees that as all the conveyances and agreements hereinafter contained to be done and performed by the first party, have been carried out by the said first party, or by their heirs, executors, administrators or assigns, it will execute and deliver to them, such deeds, bills of sale or other conveyances, properly executed, as may be required, to vest in them all the right, title, interest or estate, the party of the third part has in or to said property, and with special warranty against its own acts, except as to taxes; and if any portion of said subsidy shall be reduced to money or other property, then to turn over said money or other property and otherwise to do each and every act necessary and proper to be done and performed by them for it, to convey under the terms of this agreement.

Tenth--It is mutually understood and agreed by all of the parties hereto, that in the event of the party of the first part, their heirs, executors, administrators or assigns, failing or neglecting to commence actual work in good faith on said railroad within the time herein agreed upon, or in case of the failure of the first party to expend the sum of \$100,000.00 in actual construction on said railroad on or before July 1st, A. D. 1895, that this contract shall then, and in either event, at once become null and void and of no effect whatever. And the said party of the first part upon the said failure, shall have no legal, equitable or other right or claim in or to said subsidy, or any part or portion thereof, and that said Committee of Direction, the party of the second part, and the Astoria Savings bank, party of the third part, shall each and both be entirely relieved and absolved of and from any and all obligations under this agreement, and are fully authorized and empowered to negotiate with any party, firm or corporation, for the building or construction of said railroad, and as to the time herein provided for in which work is to be commenced, and as to the time in which said \$100,000.00 is to be expended, time is of the essence of this contract.

Eleventh--It is further mutually understood and agreed between the parties hereto, that should the party of the first part, their heirs, executors, administrators or assigns, commence the actual building or construction of said railroad, and shall thereafter spend in said work, including the purchase of material, for use in and delivery upon said work an average sum of Fifty Thousand (\$50,000) Dollars per month, as herein provided, there shall be a reasonable construction of the terms of this agreement.

Twelfth--It is further mutually understood and agreed by all the parties hereto, that any and all necessary delays in obtaining rights-of-way, by condemnation, or by loss of material, in due course of transportation, or by flood, fire or other acts of God, or from injunctions or restraining order of courts, restraining the prosecution of said work, in suits instituted by persons other than the party of the first part, or their heirs, executors, administrators or assigns, or persons associated with them in the construction of said road, or necessary delay in obtaining the right of way or authority to build bridges across navigable wa-

ters, or by strikes on the line of the road, or at manufactories where material has been ordered, shall be allowed, and taken in consideration by the parties hereto, and sufficient additional time given and allowed the first party, their heirs, executors, administrators or assigns, to offset the delay caused thereby.

Provided--That the provisions of this section shall not apply to the time for the commencement of construction of said railway, and

Provided further--That no failure to obtain rights-of-way at any given place or places shall be construed as authorizing any extension of time for completion of work that can be done on other parts of said road.

Thirteenth--It is further mutually understood and agreed by all of the parties hereto, that when any delays have occurred, which in the opinion of the first party, their heirs, executors, administrators or assigns, entitles them to additional time within which to complete said road, they may make such claim in writing filed with said third party, and if said claim is not objected to in writing by the second party or third party by written objections filed with said third party within ten days from the date of the filing of said claim, then said first party, their heirs, executors, administrators or assigns, shall be entitled to the extension. And if objections are filed, then the additional time, which shall be allowed shall be determined by arbitration: The first party to select one arbitrator, the second party another, and the two arbitrators to select a third, and the decision of the arbitrators shall be final.

Fourteenth--It is further mutually understood and agreed by all of the parties hereto, that after the work has been commenced in a bona fide manner, by said party of the first part, or their heirs, executors, administrators or assigns, as hereinbefore particularly specified, it shall be so arranged between the parties hereto, as hereinafter agreed upon, that the lands or other property for the building of said railroad, known as the subsidy, donated or to be donated or so much thereof for which sale may be obtained, may be sold or disposed of at such price or prices as may be agreed upon by the first party and the second party, or at the election of the first party alone if it shall bring at least one-half of its appraised value, as filed of record with the secretary of said committee, and the monies or other securities derived from the sale thereof, retained by said trustee, party of the third part, in the place and in the stead of the land or other property so sold and disposed of. It is agreed, however, that the monies so received for such property may, at the option of the party of the first part, be expended in such improvements upon other portions of said lands included in said subsidy, or loaned upon such terms and security as may be agreed upon, and approved by the party of the second party, provided that no such expenditure for improvements shall be made prior to July 1st, 1895.

Fifteenth--It is further mutually understood and agreed by all the parties hereto, that the construction of a track, and the running of an engine, with a train of passenger cars attached thereto, along and over the same, the entire distance from Astoria, to a connection with any railroad line which has its tracks running into the City of Portland, Oregon, at or near Gobel, in said Columbia county, shall be conclusive evidence of the completion of the said road, and of the right of the said first party, their heirs, executors, administrators, or assigns, to all of said subsidy, and to all the monies, or securities received from the sale, lease, or disposal of said property, as provided in Clause 14, together with the accumulations upon the same from interest, rentals or other uses, if any is earned.

Sixteenth--It is further mutually understood and agreed by all the parties hereto, that should the party of the first part, their heirs, executors, administrators, or assigns, fail to complete said railroad as herein specified, within the time required by the terms of this contract, then said party of the first part, their heirs, executors, administrators or assigns, shall forfeit all and every right or claim to said subsidy, and time is of the essence of this provision.

Seventeenth--It is further mutually understood and agreed by all the parties hereto, that the party of the second part herein is acting only in the capacity of a Committee, under the by-laws heretofore adopted for its regulation, as per Exhibit "D," hereto attached--and that a vote of two-thirds of all its members is necessary to sanction the execution of a contract for the building of a railroad; and it is also expressly understood and agreed, that the members of this committee signing this contract, constitute a two-thirds majority of the whole of said committee, but they are not liable personally to pay any sum of money or damages on account of any breach of this contract; but they shall be personally bound to sign all the papers, and to do all usual and necessary things to carry out this agreement.

Eighteenth--It is further mutually understood and agreed by all the parties hereto, that the party of the third part is acting only in the capacity of trustee under the direction of the party of the second part, and that it is not liable to pay any sums of money or damages on account of any breach of this contract, but it shall be only bound to sign all the papers and to do all usual and necessary things to carry out the trust confided to it as expressed in Exhibit "B," hereto attached.

Nineteenth--It is further mutually understood and agreed by all the parties hereto, that the heirs, executors, administrators and assigns of the first party, shall upon complying with all the

terms and conditions of this contract, on their part to be performed, have all the benefits, emoluments and advantages, property and profit in them, which the first party has, may or might, at any time, be entitled to under this contract.

In witness whereof, the parties of the first and second parts have hereunto signed their names and attached their seals, and the party of the third part, by authority of a resolution passed by the Board of Directors, has caused its corporate seal to be hereunto affixed, and these presents to be signed by its President and Secretary, all on the day and year first above written.

The contract was signed by A. B. Hammond, party of the first part, and the following named gentlemen for the Committee of Direction: Alfred Kinney, J. Q. A. Bowly, B. Van Dusen, Frank J. Taylor, C. H. Page, Jas. W. Welch, J. A. Fulton, Walter C. Smith, John Adair, George Hill, C. R. Thomson, E. A. Seely, D. K. Warren, H. B. Parker, G. Wingate, W. G. Howell, S. D. Adair, and Perry Trullinger.

BIDS FOR REPAIRING RESCUE ENGINE NO. 2.

Bids will be received from this date to the 10th day of December, 1894, by the Chief Engineer and Committee on Fire and Water of the City of Astoria, for repairs to the boiler of Rescue Engine No. 2. Specifications of work may be had by calling on the Auditor and Police Judge or addressing the Chief Engineer of the Astoria Fire Department.

Bids will be opened on the 10th day of December, 1894, at 2 o'clock p. m., and the undersigned will recommend to the Common Council that the work be given to the lowest responsible bidder. All bids must be in writing and filed with the Auditor and Police Judge before that day.

C. E. FOSTER, Chief Engineer A. F. D. C. H. THOMSON, Chairman Committee on Fire and Water

KARL'S CLOVER ROOT will purify your blood, clear your complexion, regulate your bowels, and make your head clear as a bell. 25 cts., 50 cts., and \$1.00. Sold by J. W. Conn.

Umbrellas and parasols repaired or short notice, as this is the only business I follow. J. Joplin, 183 Main street.

Dr. Price's Cream Baking Powder. 25c Gold Medal Midwinter Fair, San Francisco

LOST.

LOST--A bank book of the Astoria National Bank, belonging to Oscar Carlson. Finder will please leave with Captain Parker, care steamer Ilwaco.

FOR SALE.

CHANCE FOR ALL--Men of small means can buy real estate in Hill's first addition.

LOTS FOR \$2--Call at the Astoria Real Estate Exchange and get a lot in Hill's First Addition for \$2.

JAPANESE GOODS--Just out--just received--just what you want, at Wing Lee's, 329 Third street.

Awarded Highest Honors--World's Fair. DR. PRICE'S CREAM BAKING POWDER. MOST PERFECT MADE. A pure Grape Cream of Tartar Powder. Free from Ammonia, Alum or any other adulterant. 40 YEARS THE STANDARD.

WANTED--A servant for general housework. Apply at the rooms over Elkstrom's Jewelry Store. J. T. Lighter.

WANTED--Agents to represent the old National Life Insurance Co., of Montpelier, Vt. For further information, address G. M. Stoll, General Coast Manager, 32-34 Crocker Building, San Francisco, Cal.

MANAGER WANTED--To appoint salesmen to sell the Rapid Dishwasher. Washes and dries the dishes in two minutes without wetting the fingers. \$75 a week and all expenses. Easy position, no capital; no hard work; can make \$100 a week. Address W. P. Harrison & Co., Clerk No. 14, Columbus, Ohio.

BOARDING AND ROOMS.

Three or four nicely furnished front rooms for housekeeping, \$15; two rooms partly furnished for housekeeping, \$8; 518 Bond street.

FOR RENT--Five-room, nicely furnished house. Enquire Real Estate Exchange.

FOR RENT--Two or three rooms, furnished for light housekeeping, cheap. Apply G. V. Porter's furniture store, 517 Bond street.

FURNISHED ROOMS--With board, or good table board by the day or week, with home comforts, at reasonable rates. Mrs. E. C. Holden, corner 9th and Duane streets.

SOCIETY MEETINGS.

PILOT COMMISSIONERS--The regular meetings of this board will be held on the first Monday of each month at 10 a. m., at the office of Robb & Parker. W. L. ROBB, Sec.

NOTICE--The regular meetings of the Astoria Building and Loan Association are held at 8 p. m. on the first Wednesday of each month. Office on Genevieve street, south of Chenamus. W. L. ROBB, Secretary.

OCEAN ENCAMPMENT No. 12, I. O. O. F.--Regular meetings of Ocean Encampment No. 12, in the Odd Fellows' Building, at 7 p. m. on the second and fourth Mondays of each month. Sojourning brethren cordially invited. By order C. P.

3 to 5 Dollars SAVED ON Mens' Overcoats.

- 9. Overcoats worth \$10 THIS WEEK \$6 this a dark gray cassimere coat, well lined and fits n . . .
7. Drab overcoats worth \$12.50, THIS WEEK \$8.50.
6. Dark colored ulsters worth \$12.50, THIS WEEK \$7.50. Fur collars and cuffs.
4. Steele grey overcoats worth \$15.00, THIS WEEK \$10. This is a handsome garment.
8. Light brown overcoats worth \$15, THIS WEEK \$10. A splendid melt-n cloth.
9. Black overcoats worth \$15, THIS WEEK \$10. Made of all wool chevrot.
6. Blue overcoats worth \$15, THIS WEEK \$11. Genuine melton.
5. Blue overcoats worth \$20, THIS WEEK \$15. Extra fine kersey.
6. Black overcoats worth \$20, THIS WEEK \$15. Wide wale silk worsted.

Also several other styles in light and dark shades and well made at great reduction at

THE WISE CLOTHING STORE.