

### Dallas Hotel Damaged

The Dallas hotel, a large two-story frame building at the corner of Mill and Church streets, owned by Sam Burk, was damaged by fire and water yesterday afternoon to the extent of about \$1500. The loss to the building is covered by insurance. O. Hammill conducted the hostelry, and losses quite heavily by damage done to bedding and furniture in the sleeping rooms. His loss is estimated at \$1000. Mr. Hammill was absent from town at the time of the fire, but Mrs. Hammill expresses the opinion that there was no insurance on their personal property.

The fire evidently had its origin from a defective flue. It was first discovered when a dense volume of smoke was seen issuing from the roof over the kitchen. The fire company responded and had water on the building within a short time after the alarm was given.

Mr. and Mrs. Hammill came here from Portland two months ago and leased the Dallas hotel for a term of years.

The building will be repaired as soon as possible.—Observer, Dec. 25.

### Forest Notes

Only one modern sawmill is operated in the territory of Hawai'i.

In district 4 of the forest service, with headquarters at Ogden, Utah, lightning caused 36 per cent of this year's fires and campers 27 per cent.

As showing the possibilities for tree growth in regions where irrigation has to be depended upon, it is pointed out that Boise, Idaho, has as many as 94 different kinds of ornamental and shade trees.

The Laurentide company of Quebec, producers of pulp and pulpwood, is reforesting its non-agricultural out-over lands. It is also importing reindeer from Newfoundland, to see if they can take the place of dogs in winter woods work.

A small railroad operating an oil-burning locomotive on the Tahoe national forest, California, had a breakdown during the past summer and burned wood instead of oil for one day. On this day fifteen fires started along the right of way. During the preceding year, only one fire occurred near the railroad and it was not thought that the engine was responsible for that one.

### NEWS FROM COUNTY SEAT

#### Court House Notes.

##### REAL ESTATE

Rachel M Aikman, administratrix, to F J Cobbs, 3 acres in Falls City, \$2700.

Rachel M Aikman to F J Cobbs, 3 acres in Falls City, q c d, \$100.

R E and Walter Williams to F J Cobbs, 3 acres in Falls City, q c d, \$100.

Falls City Lumber company to F J Cobbs, w d, lot 10, block A, Golden West addition to Falls City, \$75.

F J Cobbs to Rachel M Aikman, deed, lot 10, block A, Golden West addition to Falls City, \$100.

J A Black et ux to T M Word, w d, 280 acres in section 394, t 9 s, r 6 w, \$1.

Julius Lasker to Herman Abbe, deed, lot 2, block 1, in Millerst addition to Dallas, \$100.

Nettie B Hutton to Byron B Bradley, w d, lot 11 in Strong Fruit Tract No. 1, \$75.

Geo F Vick and wife to Geo E

Nichols, w d, 3 acres in section 14, t 8 s, r 7 w, \$200.

M A Winn and wife to H C and Daisy M Harter, w d, 26.40 acres in section 35, t 9 s, r 4 w, \$1.

F J Coad trustee to V P Fiske, w d, lot 12 of Klose Ilihi, \$475.

David C Hiestand and wife to Cyrus A Burley, w d, 77-100 acres in n e corner, Wm Gilliam, d l c in 8-6, \$1.

J W Hays to H H Volheim, w d, 5 acres in Claim No 63, t 7 s, r 5 w, \$700.

H H Volheim and wife to Annie Penner, w d, 10 acres in Claim No 63, t 7 s, r 5 w, \$1500.

Wm R Weekes and wife to Effay J Young, w d, lot 34 in Strong Fruit Tract No 1, \$1000.

C F Mock and wife to J F and Maggie M Coffey, w d, lots 47 and 48 in Strong Fruit Tract No 1, \$10.

J T Soffey and wife to Effie J Young, w d, lots 47 and 48 in Strong Fruit Tract No 1, \$10.

F O and Hattie Isaac to A R Ford, w d, e 1-2 lot 7 and lots 2 and 3, section 18, t 6 s, r 7 w, 83.22 acres, \$1500.

F W Waters and wife to Wm Kakritz, w d, 152 acres in sections 6 and 7, t 6 s, r 3 w, \$10.

Ralph L Davidson et al to Lydia Wilson, q c d, 55.55 acres in claim No 61, t 9 s, r 4 w, \$1.

John A Botz, Sr, and wife to Roy Newbill, w d, 127.50 acres in section 24, t 6 s, r 7 w, \$2,222.50.

### Ordinance No. 180

An ordinance to provide for the lighting of the streets, avenues, and public ways of the city of Monmouth, Oregon, and for the furnishing of power for the operation of the motor on the pumping plant of said city, and for the purchase of the motor used at such pumping plant by said city, and authorizing a contract with the Oregon Power Company, a corporation for that purpose; and repealing all ordinances and parts of ordinances insofar as they conflict with the provisions of this ordinance and declaring an emergency to exist.

#### The City of Monmouth Does Ordain:

Section 1. Whosoever herein the word "Company" is used, it is intended to apply to and mean the "Oregon Power Company," a corporation, duly organized and existing under and by virtue of the laws of the State of Oregon, with one of its principal offices and places of business located at Dallas, in Polk county, Oregon, and to its successors and assigns; and whenever the word "City" is used, it means the City of Monmouth, in Polk county, State of Oregon.

Section 2. The company is to furnish all materials and labor necessary to erect, construct, install and maintain the lighting system in and for the said city as hereinafter provided for.

Section 3. The city is to comply with and perform all conditions and obligations hereinafter imposed upon it.

Section 4. At twenty-five (25) separate and distinct locations within said city (said locations to be upon the streets, avenues, and public ways of said city, and at such places thereon as shall be agreed upon between the city council of said city and the company, its agents or representatives) the said company shall install and maintain at its own expense one 100-candle-power 6.6 ampere, series, alternating incandescent Tungsten lamp, with hood and reflector, to be placed at such locations as agreed upon between the city council and the company as aforesaid on mast arms twelve (12) feet in length and at height of eighteen (18) feet in the clear from the surface of the ground—such lights being hereinafter designated as 100-candle-power lights.

Section 5. After said city council and said company shall agree upon the locations in said city for said lights, the said city shall have the right, at any time (by action of the city council), to change any location of any of the above lights; provided, however, such changes shall be designated in writing and filed with the recorder, and notice thereof given to the company at any time prior to the actual installation and construction of the lights at the locations first agreed upon as herein provided for.

Section 6. The said company shall furnish electric light current for each of the 100-candle-power lights above

mentioned, at the locations agreed upon as above provided, and maintain the same for the sum of twenty-two (\$22.00) dollars for each of said 100-candle-power lights per year, and to keep said lights burning from dusk until dawn each and every night of the year during the term of this contract.

Section 7. The city shall pay the company the said sum of twenty-two (\$22.00) dollars per year for each of said 100-candle-power lights monthly by warrant on the general fund of the said city—it being understood that one-twelfth (1-12) of the total yearly charge shall be paid each and every month during the term of the contract herein provided for.

Section 8. The company shall, in case the city desires additional 100-candle-power lights installed and maintained at other places on the streets, avenues, and public ways of the said city than as heretofore specified, place and install the same as directed by the city within a reasonable time after notice in writing, and after each of such additional 100-candle-power lights shall be placed and giving light, the city shall pay the said company for such additional lights the sum of twenty-two (\$22.00) dollars per light per year, the same to be payable monthly as hereinabove provided with reference to other lights specified herein; provided, however, the said company shall not be required to install and maintain any such additional lights during the last six (6) months of the term of this contract; and provided further, that the company shall not be required to install any additional light or lights at a location or locations further removed than four hundred (400) feet from the supply circuit or wires furnishing current to the system of 6.6 ampere, 100-candle-power, alternating current series incandescent street lights installed at the places first agreed upon by and between the city council and the company as hereinabove provided for.

Section 9. In furnishing the service called for herein, the company may use the wires, poles, equipment and machinery it now has installed and in operation in the said city, together with such additional wiring, poles, equipment, and machinery as the company may find necessary and convenient in furnishing the service herein required and provided for.

Section 10. The said company shall prosecute the work of installing such lights with all reasonable diligence, and shall complete such work and furnish the service herein called for as soon as the said company can reasonably do so, and said company shall continue to furnish such service as herein required and provided for, for the term of five years, said term to commence when said lights have been fully installed as herein required and are giving light as herein provided for. And it is hereby made the duty of the recorder of said city to note on the record of this ordinance in the ordinance records of said city the exact date when said lights are turned on and commence to give light as herein provided for, and such notation by said recorder shall be taken as the date when said period of term of five years shall commence to run; and in case said recorder shall fail to make such notation, said company may appear before the city council of said city and request that such date be noted on the minutes of the council, and the recorder directed to make such notation on the ordinance record, and it shall be the duty of said city council to make such orders in the premises.

Section 11. The said company shall use due diligence in maintaining and giving uninterrupted service, but in no wise assumes responsibility for, nor shall it be liable for any damage caused by failure to maintain uninterrupted service, and the company shall not be liable for any interruption or failure of service due to acts of God, the elements, unavoidable accidents, or defective machinery; provided, however, that in case any of the lights installed under this contract shall fail to burn, then and in that event the company shall be notified at its office in the City of Dallas, and if the company fails, after a reasonable time from such notice, to repair any such light, then and thereafter the city shall be allowed to deduct from the price herein stipulated to be paid for such light an amount equal to what the city would have paid for such light if burning during such time, and no more.

Section 12. The said company shall transfer, sell, and deliver to the said city that certain 20 h. p. 220 volt, 3 phase variable speed motor, now being used for the operation of said city's waterworks pump; and in consideration of said transfer and sale, said company shall be paid out of the water fund of said city by warrant drawn thereon the sum of \$354.32, said sum of \$354.32 to be, and the same hereby is so design-

nated as the purchase price for said motor, and shall be paid monthly as follows, without interest: The first payment to be \$29.32, and to be made when the lights are installed, and \$25.00 each month thereafter until paid in full.

Section 13. The said company shall furnish, and the said city shall take and pay for, monthly, all the alternating current necessary to furnish power for the operation of said motor at said waterworks plant of said city, and the current herein, in this section provided for, shall be of the form of sixty (60) cycles per second and of the voltage approximately 220 3 phase. The said city shall pay for said current at the rate of two (2c) cents per kilowatt hour, and payment shall be made monthly at the same time payment is made for the lights in this ordinance provided for. The said company shall furnish such current, and said city shall take and pay for same during the whole of the term hereinabove provided for with reference to said lights, viz: for a period of 5 years from the date when said lights shall be fully installed and turned on so as to burn and give light.

Section 14. This ordinance shall become binding upon the City of Monmouth upon the event that the said company shall, within ten days from its passage, file with the recorder of said city its acceptance in writing of the terms and conditions of this ordinance; and when said acceptance in writing shall be filed, this ordinance, together with said written acceptance of said company, shall constitute the contract by and between the city and said company, and shall be the measure of the rights and liabilities of the said city and the said company; but nothing in said acceptance shall vary the terms of this contract or enlarge or diminish the rights or liabilities of either of the parties hereto. In case the said company shall fail to complete this contract by filing its acceptance as herein provided for within the time herein provided, this contract shall be declared and deemed forfeited and this ordinance shall be null and void.

Section 15. When such acceptance in writing on the part of said company shall be filed as above provided (in case same is so filed) it shall be the duty of the recorder of said city to furnish to said company a certified copy of this ordinance, together with such written acceptance as filed by said company, and such certified copy shall have the seal of said city affixed thereto.

Section 16. That inasmuch as this ordinance provides for better lighting facilities than are now enjoyed by said city, and the public welfare is advanced by its passage and acceptance by the said company, it is hereby provided that as soon as the lights are installed as herein required and provided for and are giving light as herein specified, that being the time when the term of five years specified herein commence to run, and as soon as the lighting system of said city is being regulated and controlled by virtue of the terms and provisions of this ordinance, all prior contracts, agreements, or memorandum of agreements by and between the said city and the company, relating to the lighting of said city, or to the furnishing of current for lighting or power purposes, shall be deemed cancelled, and the same shall thereafter be considered and held to be null and void and of no effect between the said city and company; and all ordinances and parts of ordinances of said city in conflict with this ordinance shall be, and the same hereby are repealed, in so far as the same do conflict herewith; and when said acceptance shall be filed by said company (in case same is filed), this ordinance shall constitute the sole and only contract by and between the parties hereto, and shall supercede and replace any and all other contracts or agreements between the parties hereto.

Section 17. That inasmuch as the present lighting system of said City of Monmouth is inadequate, and that by reason of the poor street lighting of said city it is unsafe and dangerous for persons to move about freely at night upon the streets, avenues, and public ways of said city, the immediate preservation of the public safety, welfare and peace of said city demands that this ordinance become effective at once, and therefore an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its approval by the mayor, and shall be exempt from the effects of the referendum.

Passed by the Common Council the 22nd day of December, 1914.

Approved by me this 24th day of December, 1914.

P. H. JOHNSON,  
Mayor.

ATTEST:

D. E. STITT,  
City Recorder.

### Church Directory

#### EVANGELICAL CHURCH

F. M. FISHER, Pastor.

Morning service at 11:00 o'clock  
Evening service at 7:30 o'clock  
Sunday School at 10:00 a. m.  
Y. P. S. C. E. 6:30 p. m.  
Prayer Meeting Wednesday evening.

#### CHRISTIAN CHURCH.

H. F. JONES, Pastor.

Morning Service at 11:00 a. m.  
Evening Service at 7:30 p. m.  
Sunday School 10:00 a. m.  
Y. P. S. C. E. 6:30 p. m.  
Prayer Meeting Wednesday 7:30 p. m.

#### BAPTIST CHURCH.

G. A. POLLARD, PASTOR

Sunday School at 10:00 a. m.  
Morning worship, 11:30 p. m.  
Christian Union Endeavor, 6:30 P. M.  
Evening worship, 7:30 p. m.  
Prayermeeting Wednesday, 7:30 P. M.

#### NOTICE TO CREDITORS

Notice is hereby given that the undersigned has been duly appointed executor of the estate of Hattie E. Whitney, deceased, by the County Court of the State of Oregon for Polk County, and has qualified.

All persons having claims against said estate are hereby notified to present the same duly verified, together with the proper vouchers therefor, to the undersigned executor at First National Bank in Monmouth, in said county, within six months from the date of this notice.

Dated and first published December 3rd, 1914.

IRA C. POWELL,

Executor of the estate of Hattie E. Whitney, deceased.

B. F. SWOPE, ATTORNEY. 1315

#### NOTICE TO CREDITORS

Notice is hereby given that the undersigned has been duly appointed executor of the estate of Malinda E. Tally, deceased, by the County Court of the State of Oregon for Polk County, and has qualified.

All persons having claims against said estate are hereby notified to present the same duly verified, together with the proper vouchers therefor, to the undersigned executor at his residence, in Monmouth, in said county, within six months from the date of this notice.

Dated and first published December 3rd, 1914.

W. J. MILLER,

Executor of the estate of Malinda E. Tally, deceased.

B. F. SWOPE, ATTORNEY. 1315

#### Notice of Annual Meeting

Notice is hereby given that the annual meeting of the shareholders of the First National Bank of Monmouth, Oregon, for the purpose of electing directors, and the transaction of any other business that may properly come before the meeting, will be held at the banking house in Monmouth, on the 12th day of January, 1915, at the hour of ten o'clock A. M.

IRA C. POWELL, CASHIER.

1415



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