

THE EUGENE WEEKLY GUARD.

ESTABLISHED FOR THE DISSEMINATION OF DEMOCRATIC PRINCIPLES, AND TO EARN AN HONEST LIVING BY THE SWEAT OF OUR BROW

VOL 33

EUGENE, OREGON, SATURDAY, MAY 5, 1900.

NO 41

A Graceful Fit

If you were one of our customers, you would know that you will have the best clothes money can buy. They're worth more to you than any other clothes, but the way we are selling them they will cost you less than many others.



They're the kind advertised in the leading magazines and found by dress-makers.

HEAVY FIRE

Eugene Sawmill a Total Loss.

BURNED RAPIDLY

The Mill, Machinery, and Some Lumber Destroyed.

Twenty thousand dollars gone up in flames, is the history of today for Eugene.

Shortly after noon the wild and continued whistling of the engine at the Eugene Waste Company's station, attracted attention to a fire which was burning in the Eugene Lumber Company's mill near the river bridge. Shortly after the general fire alarm sounded and the department was at once on the way. The chemical engine reached the burning mill first, but was able to do little. Shortly after connection was made with the hydrant at the corner of Pearl and First streets, and by using all the water available a single stream was secured.

The fire started in the engine room a few minutes after the engineer, C. H. Miller, had left for dinner. On reaching his home, on the company property, he discovered the fire breaking out. By the time he got back to the engine room the fire had spread so rapidly that he could do nothing. Mr. Miller then rushed to the office and telephoned to central to post in a fire alarm and the water company heard his call, sounding the whistle.

In conversation with a GUARD representative, Mr. Miller said he had reached the engine room a little sooner, a single bucket of water would have been sufficient to quench the flames, but the particles of dust on the floor and partitions ignited so rapidly, aided by a strong wind, that nothing could be done. He succeeded in turning the water out of the boiler, saving that from the danger of explosion.

In almost less time than the story can be told the entire building, a solid mass of flame, and the lumber piles also became ignited, burning fiercely. The only thing the fire department could do was to make an attempt to save a portion of the lumber in the yards, and in this was successful, quite a little of it being saved.

Citizens generally aided the firemen in their work, and were of much assistance in moving lumber to check the advance of fire.

Attorney and Mrs. L. L. Stevens were coming across the river on their bicycles a little after 1 o'clock, when Mrs. Stevens noticed that the roof of the bridge was on fire. Quickly giving an alarm to the crowd at the mill fire, a portion of the firemen, the chemical engine and hook and ladder truck hastened to the bridge, where the fire was quickly put out. Deacon Davis ascended a ladder, "cooned" the roof and soon had the burning mossy shingles saved from the fiery elements. It was a close call for the bridge.

The Eugene Lumber Company is composed of J. B. Hopkins, E. J. Crawford, N. B. Fuller and J. D. Matlock, and owing to a number of unfortunate reverses, have in the past years done only moderately well in this business enterprise. At the present time, however, its prospects were exceedingly bright, as the demand for lumber is large and steady. The mill had a capacity of 15,000 feet per day, and was valued at about \$15,000. The building and machinery is a total loss, while of the \$5,000 worth of lumber in the yards probably half is saved.

Later Mr. Hopkins, president of the company, authorized the GUARD to state that the net loss will be between \$12,000 and \$15,000, according to the best estimate he is able to make at this time. Only \$1,000 insurance was carried, so that the loss falls most heavily on the owners.

It is a difficult thing to put out a fire in a lumber yard, as the saw dust fires and fire under the lumber piles are difficult to check. The department will necessarily keep a stream on the property all afternoon and tonight to insure safety. The street sprinkler damped the yard a number of times to keep the sawdust from flying.

At this time the company does not know what its future will be. The loss is a heavy handicap and until matters are adjusted, they are not prepared to

state what can or will be done. It is to be hoped the mill will be rebuilt. It is an enterprise of value to the city.

NOTES.
Kodak fiends were numerous at the fire.

It was necessary to charge the chemical engine three times.

Mr. Hopkins says all the machinery is ruined.

Another example of the shortage of water mains.

About 55,000 feet of lumber was destroyed by the fire.

There was a big crowd at the fire. When the fierce heat reached the boiler, steam was soon blowing off causing a scatterment among the crowd fearing an explosion.

A. G. Mathews deserves great credit for assistance rendered the department, with his horse and handy rope.

Several stands of bees were saved from burning, but several people were put to flight by the angry insects, some of the boys taking to the river for safety.

Hook and Ladder Co No. 1, with Chemical No. 1, held the bridge against the enemy. Wounded, killed 0.

A horse was attached to the one stream, thereby giving two small streams in place of one strong one. The mill timbers were burned up clean.

The absence of an up-river wind was appreciated yesterday. Such a wind would have caused the burning of all lumber, several dwellings and county bridge.

Firemen worked all of last night subduing the flames.

CHANGED HANDS.

The Weekly Citizen Sold by J. F. Anis to R. H. Miller.

This forenoon James F. Anis sold the Weekly Citizen and its good will to R. H. Miller, who takes possession of the same after this week's issue. Mr. Miller will continue the paper as a weekly, but intends enlarging it to a 7-column folio. In politics it will be truly independent, but not neutral. Mr. Miller is a polished and forceful writer and we wish him success financially and otherwise.

Mr. Anis will retire to his farm and take a good long rest, which he certainly deserves, as he has passed the allotted three score and ten. He is a bright writer. That he may live many years yet and prosper is the wish of the GUARD editors.

E. R. Parker.

The candidate for assessor on the Lane county Citizens' ticket is a native-born son of the county in which he is a candidate.

E. R. Parker was born at Pleasant Hill 30 years ago. Received the benefits of a common school education, and for the past 15 years has engaged in the work of the school room. He holds a state diploma at present. As an evidence of the standing Mr. Parker enjoys in the community that has practically been his home for a lifetime, it may be stated that he has taught the Trent school for the past three years.

Mr. Parker is thoroughly qualified to fulfill the duties connected with the assessor's office.

THE DANISH COLONY.—Rev. P. L. C. Hansen, missionary of the Danish Lutheran church, and E. L. Thompson, of the firm of Hartman, Thompson & Powers, of Portland, are in the city on business connected with the location of a Danish colony on the E. C. Smith farm west of this city. The establishment of a Danish church appears to be one of the first interests of the community and it will demand early attention, the citizens generally being asked to contribute toward erecting a suitable building.

THE KAY FUNERAL.—Salem Journal April 30: The funeral of Thomas Kay on Sunday was one of the largest ever seen in this city. The First Baptist church was filled to its full capacity and several hundred people came who were unable to obtain admittance. The funeral was under the auspices of DeMolay Commandery No. 4, Knights Templar, of which the deceased was a member. The pall-bearers were: Judge R. S. Bean, Dr. Williamson, Geo. B. Gray, E. P. McCormack, J. K. Weatherford and J. P. Galbraith, the two latter from Albany.

FOR THE REFORM SCHOOL.—The Crawford, son of E. J. Crawford, will be placed in the reform school on recommendation of his father, who is unable to control the wayward boy. He left here on the freight train today, and a warrant of detention has been sent to Constable Miller, at Junction, to hold the lad, who will come before Judge Potter for commitment.

MARRIED.—L. A. Reed and Lillian M. Lewis were married at Portland Sunday, April 29, 1900. The groom is a U. O. graduate and the bride ex-matron of the U. O. dormitory, both very popular here.

SUPREME COURT.—G. G. Wether et al, appellants, vs Charles Brundage, et al, respondents, ordered on stipulation that appellants have until June 1, 1900 to serve and file the abstract herein.

MARRIED.—In Lane county, Oregon, April 25, 1900, J. W. Vaughan, J. P., Ulysses S. Bates and Winona Doolittle.

WILL BE TESTED

The Selling of the Public Square Lots to Be Litigated.

THE COMPLAINT.

George Fisher and W. T. Campbell have instituted a suit in the Lane county circuit court against the Eugene Loan & Savings Bank, a corporation and E. O. Potter, W. T. Bailey and H. D. Edwards, being the county commissioners and the county court of Lane county, Oregon.

As the case is one of great public interest, we give the salient points of the complaint, which alleges:

First—That the Eugene Loan & Savings Bank is a corporation under the state laws.

Second—That the parties above are the county court of Lane county.

Third—That the plaintiffs are residents and taxpayers.

Fourth—That the above plaintiffs are each of them owners of real estate adjoining and abutting on the public square.

Fifth—Gives a brief description of the property donated by Eugene F. Skinner and Charrel Mulligan to Lane county for a public square.

Sixth—That thereafter while said square and highway were so dedicated to the public, plaintiffs and their predecessors in interest purchased lots abutting and adjoining upon said square and highway upon the faith that said square and highway and the whole thereof should be and remain a public square and highway and upon the faith that said 100 feet would be and remain a public street and highway, according to its dedication, and that said square and highway and the whole thereof were to remain dedicated to the public, and plaintiffs aver that they are now owners of such lots abutting and adjoining said square and highway, and that their interests as such abutting owners will be greatly prejudiced and injured if said square and highway, or any part of the same is diverted from the purposes for which it was dedicated, as defendants are attempting to do, as hereinafter alleged.

That said last described land is a portion of said public square and public highway donated and dedicated to the people of said county, and to the public as a public square and public highway. That said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, have assumed the right, by making said pretended deeds, as aforesaid, to divert the use of said portion of said public square and public highway from the purposes for which the same was and is dedicated, contrary to the object of said donation, as aforesaid, and in violation of the rights of plaintiffs and the people of said county, by depriving them of the use and enjoyment of said portion of said public square and highway for all purposes, and that said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, have assumed the right to give and grant to said defendant, the Eugene Loan & Savings Bank, an absolute fee simple title to said square and highway and the exclusive right to the use and enjoyment of the same forever and in violation of their said trust, and for the purpose of wrongfully, unlawfully, collusively and fraudulently depriving plaintiffs herein and the people of Lane county, of any use, or enjoyment of said square and highway as a public square and highway.

Seventh—Alleges that the county court wrongfully, unlawfully, collusively and fraudulently and in violation of said trust and without a right so to do, made a pretended deed purporting to convey to said defendant bank 25.9x34 feet in rear of the A. V. Peters' property.

Eighth—Same allegations as above excepting the description at hand is for 25.9x34 feet to correct the above deed.

Tenth—That said defendant, the Eugene Loan & Savings Bank, wrongfully and unlawfully claims to be the owner in fee simple and to have the exclusive right to the use and enjoyment of said portion of said public square and highway so donated and dedicated as aforesaid, and has wrongfully and unlawfully placed thereon wood, boards and various other things, and has so obstructed that part of said square and highway without the right so to do, and wrongfully and unlawfully claims to have the right to the exclusive possession and use of said land. That the said acts of said defendant in so placing and keeping said wood, boards and various other things thereon has and does obstruct said highway and square, and has and does interfere with and prevent the free use and enjoyment of said highway and square by the plaintiffs and the said people of Lane county, and the said material so placed on said land by said defendants constitute and is a nuisance. That such acts, as aforesaid, of said defendant is a

particular and special damage to these plaintiffs, and each of them, in preventing and obstructing plaintiffs and each of them in the use of their said lots abutting and adjoining on said public square and highway. That said defendant, the Eugene Loan & Savings Bank, has been requested to vacate said land and remove said material and rubbish therefrom, but has refused to do, and denies and prevents plaintiffs herein from their lawful use of said portion of said public square and highway. That said defendant, the Eugene Loan & Savings Bank, claiming to be the owner of and to have the right to the possession of said portion of said square and highway, as aforesaid, now unlawfully and wrongfully, is preparing and threatening to erect a brick building on said land and to forever obstruct and interfere with the use and enjoyment of said land as a public square and highway by plaintiffs herein and the people of Lane county. That said acts and threatened acts of the said defendant, the Eugene Loan & Savings Bank, of erecting and maintaining a nuisance, as aforesaid, on said portion of said public square and highway will greatly diminish the value of the said premises of plaintiffs by obstructing said public square and highway upon which the said premises of plaintiffs abut and adjoin, and by rendering access to the said premises of plaintiffs less convenient and otherwise.

Eleventh—That said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, have been requested to abate the nuisance created by the acts of the said defendant, the Eugene Loan & Savings Bank, hereinbefore set forth, and to perform their duty as trustees aforesaid to protect said square and highway and the use thereof, but have refused and neglected so to do, and have wrongfully, fraudulently and collusively and in violation of said trust made said pretended deeds as aforesaid.

Twelfth—That the consideration paid to said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, claiming to act as commissioners, as aforesaid, by said defendant, the Eugene Loan & Savings Bank, was the sum of \$254.13 for said land as aforesaid. That said land so deeded was at the time said pretended deeds were made, and is now, reasonably worth more than the sum of \$1000, as each and all of said defendants well knew, and that at the time of said sale and before said pretended deeds were made, or delivered, said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, were offered and refused the sum of \$1000 for said land in deeds described. That said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, wrongfully, unlawfully, collusively and fraudulently sold said land at a private sale to said defendant, the Eugene Loan & Savings Bank, and made and delivered said deeds, as aforesaid, for a grossly inadequate price and consideration, as each and all of said defendants well knew. That said pretended sale was and is in all things unlawful and constitutes a fraud on plaintiffs and the taxpayers and people of said Lane county.

Thirteenth—That each and all of said acts of defendants, as aforesaid, were and are an irreparable injury to the plaintiffs herein and of each of them, and to the people and taxpayers of Lane county, Oregon, and that plaintiffs have no plain, speedy or adequate remedy at law.

WHEREFORE, plaintiffs pray for a decree of this court setting aside said pretended deeds from said defendants, E. O. Potter, W. T. Bailey and H. D. Edwards, and declaring the same to be null and void, and that defendants be required to immediately remove from the property above described all material and rubbish placed thereon; and that they and each of said defendants, their agents, servants and employees of them, or either of them, and any and all persons and corporations claiming by, through or under said defendants and each of them be perpetually enjoined from interfering with the free use and enjoyment of said land and property by the plaintiffs and the public and the persons whom the plaintiffs represent, as a public square and highway and for such other and further relief as may be equitable, and that these plaintiffs have judgment for costs and disbursements of this suit.

THOMPSON & HARDY and L. BLYTHE Attorneys for Plaintiff.

WILL BUILD.
The Eugene Loan & Savings Bank, we understand, are thoroughly satisfied with their title and will complete their building as originally intended, notwithstanding the suit.

For a Sawmill Bonus.

Daily Guard, May 1

The unfortunate burning of the property of the Eugene Lumber Company yesterday takes from Eugene an industry which can ill be spared. It furnished employment for the sustainers of 20 families at the mill and a like number up the river where the logs are secured. This heavy loss virtually cripples the company, and it lies almost wholly with the business men of this community whether or not the mill is rebuilt. The GUARD believes that in this age of bonus-seeking propositions when a misfortune like this occurs to a resident enterprise a bonus should be extended, not asked for, or at least assistance freely given to enable the mill to start again. The GUARD will contribute a cash bonus looking to a rebuilding of the mill, or will pay cash in advance for lumber to be supplied after the mill is again running. This matter should be attended to at once.

DIED.—G. D. Linn received word last night that his brother James died at the family home in Jacksonville about 11:30 o'clock, and he left on the early train to attend the funeral. James was about 25 years old, and formerly attended the U. O. He had many friends in Eugene who will learn of his death with genuine sorrow. For the past few years James had been working for the Oregon Furniture Company at Portland, giving up his position a few months ago on account of his health. He was afflicted with consumption, and the disease developed rapidly.

DAILY GUARD, MAY 1
HIP BROKEN.—Everett Fisher, the 5-year-old son of George Fisher, of this city, fell from the loft of the home last afternoon and broke his left leg at the hip. Drs. Faine and Selover set the limb and the little sufferer is getting along nicely.

DAILY GUARD, MAY 1
A COOL HEAD.—Will Gilbert was one of the cool-headed lads at the fire yesterday. He walked on a beam 6x8 inches in the river bridge 20 feet above the driveway, carrying the hose to put out the fire on the roof. It required nerve and he had it. His work drew forth applause which was hearty and sincere.

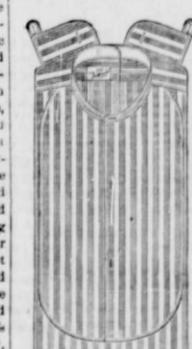
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A fine line of Shirt Waists from the factory direct.



Novelties in Men's Shirts. The Latest Novelty.



Call and see Our New Shoes and Clothing.

F. E. DUNN.

AMPTON BROS.

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