

LEGAL NOTICES

In the Circuit Court of the State of Oregon for Washington County.

Sadie M. Morris, Plaintiff vs J. G. Morris, Defendant.

To J. G. Morris defendant: In the name of the state of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit, on or before the expiration of six weeks from and after the date of first publication of this summons, to-wit: the 23rd day of October, 1913, and if you fail to answer, for want thereof the plaintiff will apply to the court for the relief prayed for in the complaint to-wit: for the dissolution of the marriage contract now existing between plaintiff and defendant; and that she be decreed to be the owner of the home in Forest Grove, and that she be decreed and have judgment covering the equity in the real estate in the city of Portland, Oregon. That she be awarded such other and further relief as may seem equity in the premises.

This summons is published by order of the Hon. D. B. Reasoner, Judge of the county court for Washington county, Oregon, said order being made on the 8th day of September, 1913. The date of the first publication of this summons is September 11th, 1913, and the last date of publication of this summons the 23rd day of October, 1913. J. N. Hoffman Attorney for Plaintiff.

In the Circuit Court of the State of Oregon for Washington County

Charles L. Lousignont, Plaintiff vs Emma F. Lousignont, Defendant.

To Emma F. Lousignont Defendant: In the name of the state of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit on or before the expiration of six weeks from and after the date of the first publication of this summons, to-wit: the 16th day of October, 1913, and if you fail to answer for want thereof the plaintiff will apply to the court for the relief prayed for in the complaint to-wit: for the dissolution of the marriage contract now existing between plaintiff and defendant, and for such other relief as may meet and equity in the premises, on the grounds of cruel and inhuman treatment rendering his life burdensome.

This summons is published by the order of the Hon. D. B. Reasoner, Judge of the County Court for Washington County, Oregon, and said order being made on the 2d day of September, 1913. The date of the first publication of this summons is September 4th, 1913, and the last day of the publication of this summons is the 16th day of October, 1913. J. N. Hoffman Attorney for the plaintiff.

ORDINANCE NO. 243

An Ordinance regulating the use of electric energy in the City of Forest Grove, Oregon; providing for rates for use thereof, and the manner of collection of same; appointing a Light Commissioner; providing a penalty for violation of said Ordinance, and declaring an emergency to exist.

The City of Forest Grove does ordain as follows:

SECTION I.

APPLICATION FOR ELECTRIC ENERGY—All applications for electric energy shall be made in writing to the Common Council, or its duly appointed Light Commissioner, which application shall fully set forth the purpose for which the electric energy is desired, the lot and block upon which it is to be used, and give a particular description of the building in which it is to be used; and such application shall state the length of time the applicant will contract to use such electric energy, and such application shall be accompanied with a deposit of \$5.00, payable to the Treasurer of the City of Forest Grove, to be held as a guarantee on the part of the applicant to enter into a written contract with the City of Forest Grove and to use the electric current for the time specified therein, and further to take proper care of the meter installed on said premises; provided, said deposit shall be returned to the applicant, less the amount due the city, at any time after three months, when such applicant shall cease to use the electric current from the city.

Upon receipt of such application the City Council, or its duly authorized agents, shall ascertain whether such building is properly wired, and whether the applicant sets forth the facts, and if satisfied that such installation will be for the advantage of the city, the City Council, or its duly authorized agent, shall make the necessary connections and installations to furnish the required energy, and shall install a meter for measuring the same; provided, that the city shall not pay any expense of installation further than to the building, and the installing of the meter; provided, further, that the wiring of the building and installation of lamps or electric machinery shall be subject to examination by the duly authorized agent of the city at all reasonable times, and no person shall connect, disconnect or re-connect any wire with the city's electric system, unless specially authorized to do so by the Common Council, or its duly authorized agents.

SECTION II.

INSTALLATION OF METERS—Within thirty days from this ordinance going into effect, each light consumer in the City of Forest Grove shall have installed on his or her premises a meter, suitably and conveniently located for the purpose of reading the amount of the electric current consumed, and no electric energy shall be furnished in any other manner than by the meter system.

Said meters shall be installed at the expense of the City of Forest Grove whenever the consumer shall have entered into a contract with said city to use the electric energy furnished by the city not less than three months at the rates fixed in said contract.

SECTION III.

FORM OF CONTRACT—The form of contract for the use of electric energy from the City of Forest Grove, and the rates charged for such electric energy, shall be as follows:

LIGHT OR POWER.

This contract made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the City of Forest Grove, hereinafter called the City, and \_\_\_\_\_, hereinafter called the consumer.

The City agrees to furnish \_\_\_\_\_ at \_\_\_\_\_ for the sole and exclusive use of said consumer, electric energy to be used for a period of \_\_\_\_\_ from the date of this contract, for power or light.

The Consumer agrees to take \_\_\_\_\_ Rate, and pay for said electric energy, as measured at and by the City's meter on said premises, at the following rate:

For a monthly consumption for light under 100 kilowatt hours, 12 1/2 cents per kilowatt hour.

For a monthly consumption for light all over 100 kilowatt hours, 8 cents per kilowatt hour.

For a monthly consumption for electric irons in laundry or stores, 7 cents per kilowatt hour.

For front porch lights wired off the meter, the rate shall be 25 cents per month for lamp, not to exceed thirty watts.

INDUSTRIAL POWER METER RATES—The rates for electric energy for industrial power furnished by the City of Forest Grove shall be as follows, to-wit:

INDUSTRIAL POWER METER RATE.

First 100 kilowatt hours per month, 7c per kilowatt hour.

Next 100 kilowatt hours per month, 6 1/2c per kilowatt hour.

Next 100 kilowatt hours per month, 6c per kilowatt hour.

Next 100 kilowatt hours per month, 5 1/2c per kilowatt hour.

Next 100 kilowatt hours per month, 5c per kilowatt hour.

Next 100 kilowatt hours per month, 4 1/2c per kilowatt hour.

Next 200 kilowatt hours per month, 4c per kilowatt hour.

Next 500 kilowatt hours per month, 3 1/2c per kilowatt hour.

Next 1000 kilowatt hours per month, 3c per kilowatt hour.

Next 2000 kilowatt hours per month, 2 1/2c per kilowatt hour.

All over 8000 kilowatt hours per month, 2c per kilowatt hour.

MINIMUM MONTHLY CHARGE.

1 to 25 horsepower connected, \$1.00 per horsepower.

25 to 50 horsepower connected, 80c per horsepower.

50 to 100 horsepower connected, 60c per horsepower.

Over 100 horsepower connected, 50c per horsepower.

In consideration of the premises and of the above rates, it is mutually agreed: 1st. The Consumer shall Minimum pay a minimum monthly Charge. charge hereunder of 75 cents for light whether any energy is used or not, based on the rate of 75 cents per kilowatt hour, connected. No minimum charge shall be less than 75 cents.

2nd. All bills for electric energy shall be due and payable at the City's office at the end of each month, and shall be delinquent after the 10th day of the following month.

3rd. Before any change or Change of addition thereto is made in Equipment' equipment or wiring due notice of change must be given by the Consumer, and written assent obtained from the City, or its agents.

4th. If either party here- Renewal of Contract. to desires this contract to terminate at the expiration of the above-stated period, such party shall, not less than ten days prior to the expiration of said stated period, serve upon the other party written notice of such desire. Should such notice be not given, this contract shall without further action by either party continue in full force and effect for a like period as stated in the contract. It is further agreed that after the expiration of said contract as above stated, the same may be terminated upon either party giving thirty days' notice to the other. If the Consumer desires to cancel this contract before the date of expiration he may do so by paying to the City 50 cents as a connecting charge and 50 cents as a disconnecting charge, and the same shall be deducted from his deposit.

5th. For the purpose Determination of determining the of Consumption. consumption in kilowatt hours, a meter shall be installed by the City upon the Consumer's premises at a point most convenient for the City's service, from the reading of which all bills shall be calculated. The City will keep an accurate account on its books of this consumption, and said account so kept shall be accepted as prima facie evidence of the consumption of the Consumer. Should the meter fail to register, the consumption will be estimated from the amount used in a corresponding month; should there be no corresponding month, then upon the average of all previous months.

The Consumer agrees that during the term of this contract, or any extension thereof, he will take and purchase from the City all the electrical energy which may be required by him. It is agreed that all meters installed shall not be more than seven feet above the floor and at a place accessible and convenient to the Council, or its authorized agents, at all times. And it is further agreed that all meters, wires, and other appliances furnished by the City shall remain the property of the City. 6th. It is agreed that all installation. wires upon the premises of the Consumer to which the City service shall be connected shall be so installed by the Consumer that the City may conveniently perform its part of the contract, and shall be kept in proper condition by the Consumer. The City's inspectors may, at all reasonable hours, enter the Consumer's premises on business connected with the Consumer's installation and service. 7th. In case the supply of energy shall be interrupted by reason of accident or otherwise, such interruption shall not constitute a breach of this contract, nor shall the City be liable for damages by reason of such failure, and it shall in no case be a condition precedent to the City's right to recover hereunder, to allege or prove that no interruption in the supply of energy has occurred. 8th. It is agreed that if Violation of the Consumer violates the terms of this contract or fails or neglects to pay the amount due each month hereunder, within ten days after the delinquent date, service may be discontinued without further notice. It is agreed that if the amount due is not paid before the delinquent date there shall immediately become due and payable from the Consumer to the City an extra charge of five per cent of the amount due as damages, also \$1.00 shall be collected and paid as a connecting and disconnecting charge, all of which may be retained out of the deposit provided for in this contract. 9th. The Consumer shall deposit with the Treasurer of said City the sum of \$5.00 as a guarantee of his fulfillment of contract, and this contract shall not be in force and effect until said deposit shall have been made, and the contract executed by both parties. The electric unit is one kilowatt hour, equivalent, Unit. approximately, to one hour's use of twenty-five watt lamps, or one and one-third horsepower in motors. IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day and date first above written. \$..... CITY OF FOREST GROVE, By..... Light Commissioner. In the Presence Of..... Consumer. Provided that all the conditions, terms, rates and charges fixed by the foregoing form of contract shall become the rules, terms, rates, and charges for use of electric energy in the City of Forest Grove.

SECTION IV.

COLLECTOR—The City Treasurer shall be collector of all moneys derived from the sale of electric energy and his duty shall be as follows: 1st. To collect all moneys due the City of Forest Grove arising from the sale of electric energy and for installing electrical services, for repairs on same, for material sold, or moneys arising from any other source which properly belongs to the electric system funds. 2nd. To report to the Common Council at its first regular meeting in each month the total amount collected during the previous calendar month from all sources pertaining to this fund; also all amounts due the City, and not paid, belonging to this fund during each calendar month. 3rd. The Treasurer shall keep all moneys arising from the sale of electric energy and the installation thereof in a separate fund to be known as the electrical fund of the City of Forest Grove, and all moneys paid out of said fund shall be paid by order of the Common Council by warrant in the same manner as upon other funds.

SECTION V.

LIGHT COMMISSIONER—There shall be appointed annually, as provided by Section V of the City Charter for the appointment of other officers, a Light Commissioner, who shall hold his office during the pleasure of the City Council, and whose compensation shall be fixed by the City Council. He shall be general manager of the electrical system of the City of Forest Grove. The duties of such Light Commissioner shall be as follows: 1st. To supervise the extension of the electrical system of the City of Forest Grove, and to make all necessary repairs thereon and connections for electrical service. He shall install all meters and shall keep an itemized account of the expense thereof. 2nd. He shall report to the City Treasurer all charges against Consumers of electrical energy and furnish the City Treasurer with an itemized statement thereof, and if required by the Consumer he shall furnish a copy of such statement to the Consumer. 3rd. He shall keep an invoice of all electrical supplies and equipment. 4th. He shall be under the direction of the City Council, and shall report to such Council as often as required by them, and shall at least once each year furnish the Council with a complete inventory of the electrical supplies and equipment on hand.

SECTION VI.

SUPERVISION OF ELECTRIC SYSTEM—The Common Council of the City of Forest Grove shall have general supervision of the electrical system of said city and may appoint such agents or

employes as necessary for the operation and maintenance thereof.

SECTION VII.

PENALTY—Violation of any of the provisions of this ordinance shall be punished by a fine of not less than \$5 or more than \$25, or by imprisonment in the city jail from one to twelve days.

SECTION VIII.

REPEAL—Ordinances Nos. 118, 121, 135, and 183, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IX.

EMERGENCY—Whereas the immediate preservation of the peace, health and safety of the people of the City of Forest Grove demands that this ordinance go into effect at once on its passage, an emergency is hereby declared to exist, and this ordinance shall go into effect immediately upon its passage and its being signed by the Mayor, and attested by the City Recorder. Passed the Common Council this 9th day of October, 1913.

M. R. MARKHAM, City Recorder. Approved by the Mayor this 9th day of October, 1913.

O. M. SANFORD, Mayor. State of Oregon, Washington County, City of Forest Grove, ss.

I, M. R. Markham, duly elected, qualified and acting Recorder of the City of Forest Grove, Washington County, Oregon, hereby certify that I have compared the foregoing transcript of Ordinance No. 243, of which I am custodian, with the original ordinance now on file in my office, and that the same is a full, true and correct copy of said original ordinance. In witness hereof, I have hereunto affixed my hand and the seal of the City of Forest Grove, this 9th day of October, 1913. M. R. MARKHAM.

Notice of Final Settlement

In the County Court of the State of Oregon, for Washington County. In the matter of the estate of Thomas P. Baldwin, deceased.

Notice is hereby given that the administrator of the above-entitled estate has filed his final account as such administrator in the above-entitled County Court. The Hon. D. B. Reasoner, County Judge, has set Monday, the 10th day of November, 1913, at the hour of 10 o'clock in the forenoon of said day as the time, and at the County Court room in the Court House in Hillsboro, Washington County, Oregon, as the place for the hearing of objections, if any, to said final account and settlement and distribution of the residue of said estate.

This order of publication being dated at Hillsboro, Oregon, the 14th day of October, 1913.

The first publication of this notice is made on this 16th day of October, 1913. RAY D. BALDWIN, Administrator of the Estate of Thos. P. Baldwin, deceased. 1815 J. N. HOFFMAN, Attorney.

TRAIN SCHEDULE

Giving Correct Time of the Arrival and Departure of All Forest Grove Trains.

OREGON ELECTRIC

Table with 2 columns: \*LV PORTLAND and AR FOREST GROVE. Times listed for various days of the week.

SOUTHERN PACIFIC

Table with 2 columns: LV PORTLAND and AR FOREST GROVE. Times listed for various days of the week.

Notice.

The Surprise Grocery will pay cash for all farm products, Eggs, Butter, Veal and pork, the best market price paid and all goods sold at the bottom price. Pacific Avenue at Third street. JOHN DODGE, Proprietor. 23tf

WANTED—The PRESS desire to secure a live correspondent in every community in Washington county. Send in your application at once.

H. T. GILTNER'S 'THE QUALITY STORE' Staple and Fancy Groceries The very best at the Right Price Phone 701 SOUTH MAIN STREET FOREST GROVE

Begin Now! to plan for that College Course. There is considerable discussion about Education but there is no doubt that a good general college course taken right is in the long run the practical thing in Education. A school well equipped to do first class general college work is Pacific University Forest Grove, Ore. This school begins its 60th year of successful work in such general college lines September 17th, 1913. Terms reasonable. Record and equipment good. Come and help us help you. Come in and talk the matter over or address for Catalogue and further information PACIFIC UNIVERSITY, Forest Grove, Ore.

The Approach of Spring is the signal for greater effort in all lines of endeavor. Warmer and dryer weather means greater activity in building operations. Now Is the Time to Start work on your new residence, store building, barn or other structure. When you are ready to start That New House, get our estimates on all the material you will require. Willis-Place Lumber Co., Phone 024X. So. A St., Forest Grove.

Forest Grove Shoe Store If you have given up in despair of ever finding a shoe that will wear That Boy of yours just a reasonable length of time, try one of our best Heavy Shoes. They have a reputation of giving long service When you have to have a pair of Rubber Boots or Shoes, try our Shoe Store. You will find something new and attractive and a surprise to you in Rubber Footwear. C. V. B. Russell-Forest Grove Shoe Store The Forest Grove Press Print' Means Satisfaction to You