

# The Coquille Valley Sentinel

THE PAPER THAT'S LIKE A LETTER FROM HOME

VOL. XVII, NO. 24

COQUILLE, COOS COUNTY, OREGON, FRIDAY, JUNE 3, 1921.

\$2.00 THE YEAR

## MEMORIAL DAYS

### Sunday and Monday Were Devoted to Honoring the Soldiers of Our Wars

Last Monday was the eighth Decoration Day which the Sentinel editor has observed in Coquille; and he recalls no other so grand. It was, indeed, an ideal day and there was a large gathering at each of the cemeteries.

The parade took up its line of march at about 10 o'clock, with E. F. Postal as marshal, in the following order:

Old Soldiers of the G. A. R. in uniform.

The Coquille Band.

Woman's Relief Corps.

Children from the city schools marshaled by their teachers and carrying baskets of flowers.

Citizens in cars.

The procession first wended its way up the hill to the I. O. O. F. cemetery, where the W. R. C. ritual for the soldiers buried there and the unknown dead was pronounced, interspersed with salutes fired by a squad of soldiers of the American Legion under the command of Lieut. C. L. Willey.

The old soldiers present here were the same in number as at the Memorial service Sunday, the G. A. R. veterans being the same except that Comrade Smith was not present, while Allen E. Donaldson represented the veterans of the Spanish American war.

For the first time the march out to the Masonic cemetery was made over the new concrete highway, affording in this respect a marked contrast to all previous occasions of this kind.

Arrived there the services were in charge of the boys of the American Legion, who rendered their beautiful ritual; while the graves of the soldiers resting here were decorated by the same body of school children who had performed that service at the O. E. S. cemetery.

The Sunday Services

The churches here omitted their regular morning services last Sunday to allow their congregations to attend the Union Memorial service at the Liberty Theater.

A choir consisting of F. G. Leslie, C. E. McCurdy, Mrs. Wm. Richardson, Mrs. C. T. Skeels and Miss June Willey rendered appropriate music for the occasion very charmingly.

Rex Dallas, Christian minister, preached the Memorial sermon, not only recognizing thankfully the service rendered by our nation's heroes in the past but uttering words of warning and admonition for the future.

Rev. A. B. Pendleton, of the M. E. church, rendered the invocation and Rev. W. S. Smith, of the Presbyterian church, pronounced the benediction.

There were nine of the veterans of the Civil war in attendance, which was an increase over some recent years. They were D. P. Strang, the neater of them all, Walter Sinclair, W. A. Custer, J. S. McEwen, W. H. Hull, J. C. Noel, Charles Smith, Joseph Waltemier and J. M. DeLong, who has recently arrived from Oklahoma.

Seventeen Veterans at the Bay

Seventeen veterans of the war for the Union sixty years ago marched in the Decoration Day parade at Marshfield Monday. There were nine present at the Memorial day exercises at the Theatre here last Sunday morning, eight of whom were out at the Decoration services the following day, though they did not march.

W. R. C. Extends Thanks

The ladies of the Woman's Relief Corps, who got up the programs for Memorial Sunday and Decoration Day wish the Sentinel to extend their thanks to the Band, the American Legion, the various committees, and all who helped to make the services on those days the success they were.

Mines Are Improved

The washer and other apparatus recently installed in the Beaver Hill coal mine are said to make that mine one of the finest in the Pacific Northwest, and it will enable the miners to grade the product better than ever before; also to produce a larger quantity. A new shaft there may be opened shortly.

### To Pave It on Force Account

A. B. Gidley, of Marshfield, was the only bidder last Friday on the six-tenths of a mile of the coast highway at Coquille and between Marshfield and North Bend at \$25,222.50; but his bid was rejected, and the Portland papers report that the highway commission will do it on force account. Lots of people will regret this for everyone in Coquille knows how far superior the paving on the north and west sides of the court house and on to the Long bridge is to most of the paving in this city.

### Thinks the Bonds Will Carry

Sheriff Ellingsen came home from Powers yesterday. He had been delivering the ballots and other election supplies there and at other points up the forks, and this morning went over to the Bay to assist Deputy Ray Joub, who is doing the same work in that section. Deputy Malhorn is down the Coquille and at Bandon and south on the same errand.

From what he has heard Mr. Ellingsen is of the opinion that the road bonds will carry next Tuesday.

The Liberty Theatre slogan is "good pictures and good music." See their Ad. on Page three.

## COUNTY COURT IN SESSION

In the county court here yesterday the bid of A. B. Daly & Co. of \$9 per box or \$18.00 per hundred for powder was accepted and that the Roadmaster purchase the powder required for road purposes from that firm.

The contract for an overhead railroad crossing of the S. P. between Beaver Hill and Yonkham station, as proposed by the railroad company, was found to be satisfactory and accepted by the county.

The Roadmaster was ordered to advertise for bids for the overhead crossing at Yonkham station, the north terminal of the North Bend road.

The bid of Evans & Smith for the construction of a Roosevelt ferry was accepted and their bond in the sum of \$5,456 was approved.

W. H. Wann was employed to audit the accounts of School districts of the second and third classes for the year 1920-21 and the school superintendent was directed to notify the members of the boards of such districts to have their books ready for inspection not later than July 1.

In accordance with the request of the Coquille Commercial Club, June 15th was named as the date for holding a conference or the subject of road protection, and the county court room as the place. All organizations and individuals interested in road protection are invited and requested to meet the court here at that time.

The report of the viewers of a 60 foot road from Remote to Bridge was laid over for future consideration.

The court has not yet adjourned, but this morning its members went over to South Slough to inspect the broken down bridge and the roads in that section. They are expected back here at 2 p. m.

### To Abolish an Office

County Superintendent Mulkey has this week sent out petitions for doing away with the office of county school supervisor in this county. The county court has agreed to furnish adequate office help and pay traveling expenses, if Mr. Mulkey will do the supervisor's work; and it is thought that in this way a saving of \$1400 a year in school administration can be effected. To make the change, however, it is necessary that a majority of the members of the school boards of the county petition for it during the present month.

### Change in League Methods

A press report from Marshfield says that Acting Manager Mickle and directors of the Oregon Dairymen's league met with Coos county bankers to discuss means of financing the operations of the league. The plan suggested which may be carried out was to issue warehouse receipts on the unsold pack of cheese and butter and on these receipts the banks will make loans to the dairymen that can be paid more promptly than in the past for the milk they furnish to the league factories.

One of the big Portland dairies doesn't know whether it is issued yesterday or tomorrow or so runs no date line at the top of its pages.

## RULINGS IN THE LEAGUE CASES

### In All Essential Points They Are in Favor of the League and Against Those Who Sold Milk Elsewhere.

Although Judge Cole only passed on points raised in the demurrer of the defendants here Tuesday in the case of the Oregon Dairymen's Co-operative League against C. D. Jarman, Frank Willard, C. E. Cochran and others for selling milk to outside parties, the opinion he gives below covers so many points in the case that it is considered to practically decide the questions at issue.

The league sued these men for fulfillment of contract, an instrument drawn and signed for a period of five and a half years; for payment to the league at the rate of five cents a gallon for all the milk sold to other parties. The answer made to the suit was in the form of a demurrer setting out these items of defense:

The contract is of an agency form rather than of sale and could be cancelled by defendants;

Lack of mutuality, and the contract could not be enforced in a court of equity;

The contract was illegal, as of being in restraint of trade;

No allegation of performance by the plaintiff of his part of the contract was claimed;

Plaintiff has adequate remedy at law.

Judge Cole held in effect: That the contract was legal, could be enforced in a court of equity and was not one-sided, but was fair and more than an agency and was mutual in its terms. As to the fourth point, however, Judge Cole held that it was well taken but gave the League ten days to amend its pleadings and make the necessary allegations.

The exact will now depend on the Oregon Dairymen's league cases, the motion first, and then the demurrers in the other cases. In the Jarman case, 1892, the court has examined the motion filed by the defendant against the complaint—this motion is partly for the purpose of striking out portions of the complaint and in part to make it more definite and certain.

I have examined the complaint, and the judgment of the court is that the motion should be denied; the matters sought to be stricken seem not to be irrelevant or redundant, and the matters sought to be made definite and certain seem to be sufficiently definite and certain and particularly so since this is a suit in equity where all the technical rules are not so closely followed as in actions at law, so the motion will be denied. Whatever time you may desire for further pleading you may have.

Now we come to the matter of the demurrers interposed by defendants in the several cases—the Oregon Dairymen's league vs. Cochran, Willard and Johnson, I believe are the three cases in which demurrers have been interposed. It was the intention of the court to file a written memorandum of its conclusions in these cases, but because of the fact that upon their submission on the 11th day of last month, the court was called upon to hold the regular April session in Coos county and immediately thereafter a trial in Multnomah county and numerous other court matters have occupied the court's attention since then, I do not feel justified in taking the time necessary in the preparation of a written opinion on this question, and the court will dispose of these matters at this time without undertaking to prepare any written memorandum.

The defendant raises these separate questions, first, that the contract is a contract of agency; second, that there is a lack of mutuality in the contract; third, that the contract is illegal; fourth, that there is no allegation of performance by the plaintiff; and fifth, that there is an adequate remedy at law.

Taking these matters up in order, and referring first to the question of agency: The contract in this case was drawn pursuant to the statute of this state authorizing and empowering producers and consumers to organize what is termed co-operative associations. The statute for this purpose was first enacted in 1909, this was amended or reenacted in

1915, and the 1915 statute was amended in 1917 and that statute was amended in 1919 and there was the further amendment in the 1921 session of the legislature. These statutes have for their object and purpose the empowering of persons to form co-operative organizations, and the contract before us is one which has been drawn pursuant to the terms of the statute. And now, referring specifically to the question of agency—plaintiff is an organization of dairymen, a large number of whom have become members of this association. They have agreed with each other and with the league, or plaintiff herein, that they and each of them would sell and deliver their milk to the league only, except such as they might retain for home, farm or local consumption or for retail distribution to consumers. The contract contemplates that all milk produced by them for commercial purposes, shall be delivered and sold only to the league. The league is, by its contract with its members, authorized and empowered to receive pay for and manufacture into by-products, if it desires, store and dispose of all milk or by-products thereof supplied by its members.

If the milk is sold by the league as whole milk, then monthly settlements shall be made to the producers, otherwise the settlements are to be made after the sale and disposal by the league of the product.

It is true that the league undertakes to receive, store and manufacture into by-products, if it desires, all milk received by it and ultimately the league is to settle and pay over to the producers all of the net proceeds from the sale of the milk and its by-product, except the deductions to be made to cover the expenses incident to the performance of its services and duties under the contract. The contract provides for the retirement of the preferred stock of the corporation which is authorized to be organized, and which it is claimed was organized by the league, and which corporation was to be organized with a capital stock of not less than \$250,000.00, and more if deemed necessary or advisable. The common stock of this corporation was to be in a nominal amount and to be held and owned by the league as such, but the preferred stock was to be retired within the five years, beginning with the first annual retirement of stock in December, 1921, together with the payment of 7 per cent annual dividends accruing upon the preferred stock. This large sum of money, amounting to at least a quarter of a million of dollars, plus the annual dividends thereon, at the rate of 7 per cent, was to become an obligation of the corporation or Oregon Dairymen's By-Products corporation, indirectly an obligation of the league and its members; all the property of the league might be made liable and is authorized to be made liable for the payment of the indebtedness of the league by the issuance of paper against its property.

All the members of the league agreed with the league and with all the members thereof to sell and deliver milk to the league only: That they would become stockholders in the corporation to be organized, whose common stock would be owned by the league, and that this corporation should purchase, lease or build factories, condensaries and plants and for that purpose an indebtedness might be incurred in the sum of \$250,000.00 or more, which should be paid from the proceeds of the milk furnished by the members.

It seems to me then, that in view of these provisions and the further fact that the contract provides for the sale by the producer, and the purchase by the league of the milk produced by the dairymen, that the contract entered into by the parties to the league is not a mere contract of agency. There is more in the contract than a mere contract of agency.

Passing now to the next question—the question as to the mutuality

(Continued on third page.)

### Commencement June 10

The commencement exercises of the Coquille High School will take place one week from tonight, on Friday evening, June 10th, at the Methodist church. The commencement address will be delivered by E. E. DeCou, head of the department of mathematics at the University of Oregon.

The Escalante sermon will be preached by Rev. W. A. Couper at the Methodist church Sunday evening, June 12.

The Junior-Senior banquet will be given in the basement of the Methodist church this (Friday) evening.

The grade schools are closing today, but the date fixed for the closing of the high school is Wednesday, June 15, though a change of that date is contemplated. The board of education is expecting to hold a meeting this evening at which the matter will be definitely determined.

### Street Work Begun Here

Part of the street work for the concrete improvement they were awarded the contract to put in, both there and on Third and Hall streets.

W. M. Payne expects to begin the grading of the north end streets and the filling of Tenth street in front of the new school house next Monday.

## HOW ABOUT PAVILION?

What is going to be done about a Corn Show Pavilion for this year's Corn Show? Many people are asking this question and some parties are very anxious to know because they intend providing for a large dance hall if the pavilion is not going to be built.

Along this same line it can be stated that the newly created Park Commission is not intending to follow the plan which the Commercial Club recommended when the city council was asked to appoint it. It was the club's idea that this Commission should have charge of the raising of funds and the construction of the pavilion, in cooperation with the Commercial Club, American Legion, Woman's Club and Corn Show organization. But according to the attitude assumed by the Commission at their meeting Tuesday evening their intention is to take charge of the park only, fitting it up for camps, etc. It is even said that it is doubtful if they would give their consent to the erection of a pavilion on the site which the city purchased last fall for this purpose.

Opposition to its erection there has arisen in certain quarters and no move is being made by the Commission to provide us with the pavilion so absolutely necessary for the future of our corn show. More than that, the city purchased a larger tract than that covered by the grove with the express understanding that the pavilion would be erected on that land and it looks like a breach of faith to oppose the location of the building there now.

When the Commission met Tuesday, they organized by the election of Walter Oerding as president, A. O. Walker as vice president, and Mrs. L. P. Branstetter as secretary-treasurer. The only other business considered was a set of rules for the regulations of the camp grounds, and that awaits the receipt of a copy of regulations in force at other places.

### Miss Fake Comes Here

Miss Fake, of the Red Cross, was here again Wednesday to meet any ex-service men who have claims against the government and assist them in preparing their papers. She will be here every Wednesday for a time. She requests us to advise the men that any dental bills they have contracted since leaving the service, due to teeth trouble while in the army, will be paid by the government, and she will make out the papers applying for the refund if the men will call on her and give her the facts.

### Night Train Running Again

The restored night train service to Coos Bay went into effect Wednesday. The train from Eugene arrived on schedule time at 7:15 a. m. It carried the through sleeper which was attached to the train made up at Eugene. The train also carried mail for the Coos Bay cities as well as for points in the Coquille valley.

The train will arrive at Marshfield on Monday, Wednesday and Friday mornings and leaves on the same nights for Portland.

## BANDON IN LINE

### Community Club Strongly Indorses the \$300,000 Road Bond Issue

The following resolution was adopted at a recent meeting of the Community Club of that city:

Whereas, the proposed \$300,000 Coos county road bond issue to be voted upon at the Special Election to be held Tuesday, June 7th, will be matched by the State with approximately \$500,000, making a total of \$800,000, which will substantially complete a graveled road from the Douglas county line to Coquille, and

Whereas, the proposed \$300,000 bond issue can be repaid in six yearly payments of \$50,000 without complete abandonment of all road extensions, improvements and repairs in other portions of the county, and

Whereas, without state aid for the improvement of this highway it would require at the rate of \$50,000 per year, with its added maintenance and repairs, twenty years time and a million dollars in money to accomplish what can be accomplished in about two years time with the expenditure on the part of the county of only \$300,000, and

Whereas, the proposed bond issue is a part of the State's road program wherein there is to be spent in Coos county \$800,000, in Douglas county \$700,000, and in Curry county \$500,000, or, approximately nearly two million dollars for the purpose of giving the Coos and Curry sections an all year round outlet to the Pacific Highway, and

Whereas, Coos county's road program provides for three main highways, extending south, north and east, respectively; of which the road south from Bandon to the Curry county line is substantially completed; of which the road north to the Douglas county line (along the coast) will be completed within a year without great additional expense; and of which there remains the road east to the Douglas county line, for the completion of which the proposed \$300,000 of co-operative funds are intended, and

Whereas, if Coos county does not co-operate, the state money offered will not be secured for Coos county but will go to other portions of the state, and

Whereas, the proposed \$50,000 per year contribution by Coos county towards the \$800,000 expenditure, amounts to but a two mill tax on the dollar, plus accrued interest on the bonds, which will be a negligible sum compared to the benefits derived, now therefore,

Be It Resolved, that the Bandon Community Club heartily endorse the proposed bond issue and urge the voters of Coos county to give it their unqualified support at the polls.

BANDON COMMUNITY CLUB  
G. R. McNair, O. A. Trowbridge, F. S. Perry, C. D. Garoutte, J. A. Richardson, Executive Committee.

### Season to Open Sunday

The Coos County Baseball League will open the season here and at North Bend next Sunday, Marshfield being the visiting team here and Myrtle Point at North Bend. The teams are in good condition and all ready for the umpire's "Play ball."

Coquille will not be able to put her full strength on the diamond next Sunday, as Spike Leslie and the two players from Eugene who are going to work here this summer, will not be here for a couple of weeks yet, but it is a well balanced team which will start the season Sunday.

A practice game with Myrtle Point was played here last Sunday, which the visitors won by a score of 8 to 2. A good crowd was in attendance and it thoroughly enjoyed the afternoon's sport. E. Goodman and Harry Oerding pitched for the locals, while Sturdevant was in the box for the visitors. The latter was real stingy with his hits allowing but five, while Myrtle Point secured ten.

The line up for Coquille was:  
R. Goodman p; Arnold c; E. Lorenz and Scovell 1st; Doc Page 2nd; Harry Oerding 3d; Fitz Henry ss; Carmel Sanders l f; Wm. Howell c f; W. Sykes r f.

Myrtle Point: Sturdevant p; Lewis c; Davis 1st; Roselle 2d; Edwards 3d; Dement ss; Bolt l f; Arnold c f; Nystrom r f.

The Liberty Theatre slogan is "good pictures and good music." See their Ad. on Page three.