

THE SCHOOL SITE

Some Facts About Its Selection
By the People of School
District No. 8.

Editor Sentinel:—Your two articles on the Lyons tract for a school house site, again calls up the school site question. And "Lest We Forget," allow me to call your attention, and the attention of others who do not know the facts, to a few of the controlling facts in that matter.

In the first place, when the school board called for tracts to be voted upon, Mr. Strang and I did not want to put our tract up. And I tried my best to get Mr. Al Crouch to put up his three acre tract, and told him we did not want to put ours up, and we would not if he would put his tract up. He positively refused to do so, and said he preferred to cut it up into lots and sell it that way, and in fact he did not want a school house so close to him anyhow. I then tried my best to get Mr. Will Lyons to put up his tract, or at least a part of it, as it is a good tract only farther out. And I told him if he would offer his tract we would not offer ours, we would stay out of it. That all I was after was to get a good-sized, commodious school ground of about three acres or more. But Mr. Lyons refused for two reasons. First, he said he would not offer the whole tract because it was more ground than the school district would want, that they would not want the whole fifteen acres. Second, he said he would not offer a part of the tract for the reason that he would not have a school house on a part of his land because it would injure the sale of the rest of his land when he was ready to plat it into lots.

After I found we could not get a good tract offered, that was large enough to make a good-sized modern school ground, then at the last moment, Mr. Strang and I offered our tract. And we had nothing further to do with the school election than simply to offer our tract of land as all the other parties did. We even had no idea of what the form of the ticket would be till we saw it in print.

This school site question was given great publicity by both the Sentinel and the Herald, and the school board published in the paper the full form of the ticket with the price of each tract of land, several days before the election was held. So that every one was fully advised. The various tracts and the price of each was discussed by almost every one on the street. And on the night of the election, Mr. Sanford had on the black-board an excellent diagram of each tract offered, with the price of each tract written plainly across the face of each diagram, all in plain open view, and he explained each diagram to the voters. Hence every one knew just what they were voting for.

Besides this, Mr. Burns spoke against buying any ground at that time, said he thought the district had better wait two or three years, and get along with the old buildings. Mr. Burkholder spoke along the same line.

Then Mr. Sherwood took the floor and said: "He could not agree with these gentlemen. That in his opinion, now was the time to buy, that they could buy either of these tracts now, cheaper than they ever could again." Then he cited several instances, and said, "Why, I remember a few years ago when Mr. White sold the whole Barrow and Strang tract for \$750.00, and only two or three years ago you could have bought the Park block here by the Court House for \$1200.00, now they want \$5,500.00 for it." Then he cited several other instances, and said further, "Now, I have no axe to grind in this matter. Either of these tracts that the voters decide to buy will be satisfactory to me, but my advice to you ladies and gentlemen, is to buy one of these tracts at this time, for you can buy either of them now cheaper than you ever can again." Mr. Sherwood spoke and acted like he meant what he said, and I think he did.

To make a long story short. The voters voted on the first ballot to buy a tract of land at that time, just as Mr. Sherwood advised them to do. Then they voted to buy the Barrow and Strang tract. Since Mr. Sherwood had advised them that, "He had no axe to grind, and that any tract they decided to buy would be satisfactory to him."

Now the Law of Oregon says this: "If a majority of the voters present at such meeting shall by vote select a school house site, the board shall purchase such site, in accordance with such vote." This is the Law of Oregon as it stood at that time, and as it stands today.

And the voters not only voted on the site they wanted, but they voted also the price they would pay for the land.

And both the Sentinel and the Herald in their next issues commented on it having been one of the largest, best attended and most harmonious school

meetings that had ever been held in the district.

Notwithstanding this fact, however, three or four persons tried at the next school board meeting to get the board to re-submit the whole proposition to the voters a second time. Mr. L. J. Cary was present at that board meeting, and among other things he said, "This thing of re-submitting this whole proposition to be voted on again, looks like boys' play to me. This entire matter was all published in the papers, and was talked about by everybody on the streets for two or three weeks before the election was held. Everyone knows just what they were voting for, and this whole kick now looks like boys' play to me."

And Mr. Hazard stated the true principle underlying and governing this school site question, at a meeting of the Commercial Club held to discuss the purchase of the Patterson Grove for a City Park. Among other things, Mr. Hazard said, "The City Council called for a 'straw vote' of the people on whether they should buy this grove for a city park, and the people voted for them to buy it. And while it was only a 'straw vote' yet I for one feel that the City is under moral obligation to buy this park. And I consider my moral obligations as binding as my legal obligations." No honest, fair-minded man can object to Mr. Hazard's statement and his position in that matter.

And if his statement of moral obligation is true and his position is correct on a "straw vote," how much more so is it true and correct on this school site question, where the people voted directly and for the very purpose of purchasing a school house site and at the same time voted the price they would pay for it, all in the same ticket.

Again, to make a long story short. Three or four dissatisfied persons brought an injunction suit and carried the matter into the courts, where it is still pending.

About a year ago, the Commercial Club appointed a committee to confer with the school board and with Strang and Barrow, to see if they could not get the matter settled. But two members of the board refused to do anything, as they said, for two reasons. First, they said they felt that they had been elected to oppose this matter, and not to settle it. Second, they said they did not know what they could do, and whether they could settle it or not. Now on this last point, I will make the following statement on the law and the policy of the law, and I challenge any lawyer to dispute these statements.

The policy of the law and the courts is to have people settle their cases out of court if they can possibly do so, and then dismiss their suits or actions in court. Judges on the bench will frequently tell litigants to get together and see if they cannot settle their case and then have it dismissed. This is a common occurrence. Not only that, but clients have it in their power, and have an absolute right to get together and settle their case outside of court, and then go into court and have their case dismissed, and they can do this, even against the positive advice of their attorneys. And they can do this at any time and at any stage of the case, even though it has been appealed to the Supreme Court. So the second excuse made by two members of the board is not tenable.

And the district school board have it in their power, and it is their right at any time they desire, to settle this case with Strang and Barrow at any time. And they can settle it with Strang and Barrow at any time, and have the case in court dismissed. More than that, it is their sworn legal duty to do so, for the law says: "If a majority of the voters present at such school meeting shall by vote select a school house site, the board shall purchase such site, in accordance with such vote." This is the language of the law.

And the members of the school board are sworn to abide by and support the constitution and the laws of the state of Oregon, and to perform their duties in accordance with those laws while in office, just the same as other officers are sworn to perform their duties in accordance with the laws.

Now, I would like to know how any reasonable, fair-minded, honest man in any office, is going to get away from his legal duty under the law and his oath of office without side-stepping. He is not only morally bound, but he is legally bound. If he is not, will some one kindly show me why?

Another thing in regard to the vote on this school house site. It is the constitutional privilege of the American people to settle all these questions by a majority vote, this is one of the great bulwarks of our free institutions and of our boasted government—but if this much coveted privilege is to be over-ridden, set aside and held for naught by two or three opposing individuals, then, what becomes of your boasted constitutional privilege, and of your free government, "of the people, by the people, for the people." You would be simply substitut-

ing "might for right."

There are a few persons in the world who seem to think that, "might makes right." For the last four years we have had a world-wide example of this—and the Kaiser failed.

And now, Mr. Editor, in each of your articles you mentioned the Lyons tract. As to this, I will say that I wanted Mr. Lyons to offer his tract in the first instance and gave him opportunity to do so, and told him Strang and I would stay out of it if he would offer his tract.

And in so far as Will Lyons and I are concerned, we have always been the best of friends, and will be. And I will say further, that if he was on the school board now I would just as leave risk our case in his hands as any man in town, and for three reasons. First, I have absolute faith in his spirit and sense of moral right and justice to "Do unto others as ye would that others do to you."

Second, he knows all the facts in this case, and I have absolute faith in his honesty and integrity, that he would perform his sworn duty and carry out the will of the people in accordance with their vote, as the law says shall be done by the board.

Third, I have absolute faith in his nerve and backbone to do the right thing regardless of the criticism and objections of a few individuals.

As an adopted son of Missouri, he would "have to show me" that he did not possess these qualifications.

All Mr. Strang and I have ever asked or wanted, is fair treatment and a square deal, in accordance with the actual vote of the people. And at the request of friends we have offered every kind of compromise to keep from going to law.

The school board has both the right and the legal power to settle this case with Strang and Barrow at any time, and have this case in court dismissed. We are ready and willing to do so at any time, and it is up to the school board to stop this lawing and waste of money. The school board has paid out nearly a thousand dollars already fighting this case. How much more the people want them to pay out in that way we do not know. Respectfully submitted.—C. R. Barrow.

To Extend North Jetty.

Congressman Hawley promised the commissioners to take up with the engineers the proposition of utilizing the \$33,000 federal money remaining from the North Jetty extension fund of the Coquille river, for the purpose of extending that jetty inland as far as possible. The money has already been appropriated for this harbor and the proposed work is considered necessary to avoid sand shoals from forming that continually fill up the channel.—Bandon World.

Remember that in subscribing for the Sentinel for \$1.50 a year you can get the Oregon Farmer in addition by paying only 15 cents more.

FAT ELK DRAINAGE DISTRICT MEETING

Notice is hereby given that there will be a meeting of the owners of land in the Fat Elk Drainage District held at the City Hall in Coquille, Coos County, Oregon, at the hour of ten o'clock in the forenoon of Monday, the 28th day of April, 1919, for the purpose of electing one Supervisor for said Drainage District who shall hold his office for a period of three years and until his successor is elected and qualified.

Dated this 3rd day of April, 1919.
L. P. Branstetter,
E. H. Harnden,
C. R. Gabeler,
Trustees.

NOTICE OF FINAL ASSESSMENT

In the Matter of the Estate of Nancy L. Moon, Deceased.

Notice is hereby given that as administrator of said estate I have filed my final report in the County Court of the State of Oregon for Coos County, and that the Judge of said court has made an order setting the time for consideration of the same on the 5th day of May, 1919, at 10 o'clock A. M. at which time the objections to said final report will be heard.

C. N. Wigant,
1115 Administrator of said estate.

NOTICE OF EXECUTOR'S SALE.

Notice is hereby given that under and by virtue of authority given me by Order of the County Court for Coos County, Oregon, duly made and entered of record in the Probate Journal of said Court on the 26th day of March, 1919, I shall upon the premises hereinafter described, after the 26th day of April, 1919, proceed to offer for sale at private sale and sell for cash the following described parcel of land belonging to the Estate of J. P. Barkdoll, deceased, to-wit:

Beginning at a point 1320 ft. east of and 1240 1/2 feet south of and an additional 1386 feet east of the northwest corner of Section six (6) township twenty-nine (29) south of Range twelve (12) West of the Will-

amette Meridian in Coos County, Oregon; running thence north 5 degrees east 1782 ft. and to low water line of the Coquille River, thence west along said low water line of the Coquille River 310.6 ft. thence south 5 degrees west 1122 ft. thence east 170.6 ft. thence south 5 degrees west 680 ft. and to a place east of the place of beginning; thence east 140 ft. to the place of beginning, containing in said parcel of land ten (10) acres, more or less;

That said sale will be made subject to the confirmation of the County Court for Coos County, Oregon.

Dated this 27th day of March, 1919.

James Arrington,
Executor of the Estate and of the Last Will and Testament of J. P. Barkdoll, deceased. 1115

NOTICE OF FORECLOSURE SALE

Notice is hereby given, that under and by virtue of an execution and order of sale issued out of the Circuit Court of the State of Oregon for the County of Coos on the 1st day of March, A. D., 1919, in a certain cause in said Court pending wherein R. H. Olson is plaintiff and Austin S. Hammond, Louise C. Hammond, his wife, Coos Bay Manufacturing Company, a corporation, and W. B. Hammond are defendants, and being Case No. 5098 of said Court, and commanding me to sell the hereinafter described real property to satisfy the sum of five hundred ninety-one dollars and eight cents (\$591.08) with interest thereon at the rate of nine per centum per annum since the 13th day of January, A. D., 1919, and the further sum of one hundred seventy-one dollars and eighty-six cents (\$171.86) with interest thereon at the rate of six per centum per annum since the 13th day of January, A. D., 1919, and costs and disbursements taxed at eighteen dollars and sixty cents (\$18.60), together with accruing costs, I will on Saturday, the 19th day of April, A. D., 1919, at the hour of 10 o'clock in the forenoon of said day at the front door of the County Court House in the City of Coquille, Coos County, Oregon, offer for sale and sell at public auction, to the highest and best bidder (for cash in hand, the following described real property and all the right, title and interest of the said defendants in and to the same, to-wit:

Commencing 5 chains south of the corner common to sections 19, 20, 29 and 30 in Township 29 South, Range 12 West of the Willamette Meridian in Coos County, Oregon, and running thence south 15 chains, thence west 40 chains, thence north 15 chains, thence east 40 chains to the place of beginning all in Coos County, State of Oregon, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Said sale being made subject to redemption in the manner provided by law.
Dated this 21st day of March, A. D., 1919.

W. W. Gage,
Sheriff of Coos County, State of Oregon. 1015

Professional Cards

C. R. BARROW
Attorney and Counselor at Law
Practice in State and Federal Courts. Have moved my office to old City Hall near Busy Corner and City Wharf. Office hours 8 to 12 A. M. and 1 to 5 P. M.

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PHYSICIAN and SURGEON.
Richmond-Barker Building.
Coquille, Ore.
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W. C. CHASE
ATTORNEY-AT-LAW
Richmond-Barker Bldg
Coquille Oregon

DR. G. W. LESLIE
Osteopathic Physician
Graduate of the American School of Osteopathy of Kirksville, Mo.
Office in Eldorado Block.
Marshfield Oregon

DR. C. W. ENDICOTT
DENTIST
First Nat'l Bank Bld'g Phone
Main 11, Coquille, Oregon.

J. J. STANLEY
LAWYER
Office in First National Bank Building, Coquille, Oregon.

A. J. SHERWOOD
ATTORNEY AT LAW
First National Bank Building
Coquille Oregon

Told by the Bank Book

Among Our Facilities

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JOIN OUR ALMOST 1,000 PATRONS



A NEW EMERGENCY

IN MANY WAYS it will be even more difficult to turn from war to peace than it was two years ago to turn from peace to war.

A NEW EMERGENCY is before us and demands our utmost endeavors.

THIS INSTITUTION, and that means everyone connected with it, IS PLEDGED TO A CONTINUANCE of helpful service to Coquille and vicinity, the kind of service that we feel has done its share in building up the proud record heretofore attained in the various war activities and here renews those pledges in the activities yet to come, AS WELL IN PEACE AS IN WAR.

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- 6 Dozen Dennis Coffee Cups
- Feltex Floor Covering, per square yard.....95c
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- Tin, copper bottom, Wash Boilers.....\$4.00 to \$6.00
- Large Variety of Granite Enamel Ware
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- Cook Stoves from.....\$5.00 to \$25.00
- New Ranges.....\$65.00 to \$70.00
- Wood & Coal Heaters, each.....\$4.00 to \$25.00
- Chairs, each.....\$1.50 to \$2.50
- Aladdin Chimney 40c. Mantles......35c
- New Oil Lamps from......75c to \$1.00
- 2 Gas Lamps, complete, each.....\$7.00
- 2 Oil Hanging Lamps, each.....\$4.00
- Lanterns from......75c to \$1.50
- Tubs from.....\$2.00 to \$4.00
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