

# THE COQUILLE HERALD

VOL. 35, NO. 16

COQUILLE, COOS COUNTY, OREGON, TUESDAY, JANUARY 2, 1917.

PER YEAR \$1.50

## COUNTY LEVY STAYS 19.4 MILLS

County Court Listens to Objections from Taxpayers—Practice Economy

### HALL PLEADS FOR ROAD FUND

Says Faith with People Must Not Be Broken

The county tax levy in Coos for the coming year will be 19.4 mills, or the same as it was last year, in all parts of the county included in school districts having high schools. In districts where there are no high schools the levy will be 20.3 mills. The difference is caused by the levy to sustain a high school tuition fund, which is raised in the districts not maintaining high schools. The county court held a hearing of objections to the items on the budget Saturday and afterwards adopted the budget. Quite a number of cuts were made by the court from their original estimates as published the first of the month.

At the hearing Saturday, C. R. Ick was present in the interests of the Marshfield Chamber of Commerce and recommended reductions in a large number of items of the budget. In opening his remarks he stated that the conditions that have prevailed in the county for some time past have been such as to make economy in the conducting of county affairs a necessity. He continued that the only way he knew of to practice economy was

to practice it. He had available figures showing exactly the amount that was actually spent on each item for the year just past and using this as a basis he went over the list of items one at a time, stating the amount by which he considered they could be reduced.

The largest reduction recommended was in the road bond fund. It was proposed to set aside a sinking fund of \$9000; the Chamber of Commerce thought that this might be carried over to the next year.

Chas. Hall, president of the Good Roads Association, was present and objected to any cut being made in the road fund. The Chamber of Commerce recommended a \$5000 cut in two different items of this fund. Mr. Hall said that when the people of the county voted the road bonds they were given to understand that the improvement of roads not taken care of by the issue would not be neglected. He pointed out that the amount set forth in the budget was no more than was needed to take care of these roads and that it was decidedly objectionable to think of breaking faith with them.

After Mr. Peek and Mr. Hall had completed their remarks considerable discussion was indulged in regarding the collection of taxes and the assessment of property.

In speaking of the assessment of property, Archie Philip related an interesting incident of a Marshfield man, who, several years ago purchased a piece of property in that city for \$300 and his taxes at that time were \$1.52. Later he was offered \$5000 for the property and refused it; but he is still paying but \$1.52 in taxes on it each year.

The budget as it was finally adopted by the county court shows that in a good many cases the recommendation of the Marshfield commercial levy were carried out. Revisions were made in the following items:

	Estimate	Cham. Comm. Recommend.	Amt. on Budget
Justice Court.....	\$ 1,200	\$ 900	\$ 1,000
Circuit Court.....	12,000	10,000	10,000
District Attorney's Office.....	2,000	1,500	1,500
Sheriff's Office.....	10,000	8,000	8,500
Clerk's Office.....	7,500	7,150	7,000
School Superintendent's Office.....	4,000	3,500	3,500
Coroner's Office.....	200	100	100
Health Officer.....	400	300	300
Donations, Advertising, etc.....	3,500	2,500	2,500
Court House Expenses.....	25,000	20,000	20,000
Jail.....	5,000	4,000	4,000
Widows' Pensions.....	7,000	5,000	6,000
Insane.....	250	200	200
Tax Rebates.....	200	100	100
Int. on Dead Bonds and Sinking Fund.....	27,100	18,100	18,000
Ferries.....	10,000	7,000	8,000
Roads and Bridges.....	37,000	32,000	27,300
Bridges by Contract.....	25,000	20,000	20,000
Roads and Bridges; expended by Supervisors.....	85,000		70,000

### Changes at the Court House

The numerous changes of officials that were ordered by the people at the election last November took place at the court house this morning when the newly elected officers took charge of their various departments. Many of those who are retiring at this time have been long in the service of the county and there faces will be missed by those who are regular visitors at the court house.

In the Clerk's office, R. R. Watson this morning turned over his books to L. W. Oddy. First deputy Nelson Grumundson will remain in the office with Mr. Oddy, as will Miss Inez Runch and Miss Esther Asplund. Ray Jeub, who acted as second deputy during the last two years will go into the Assessor's office and Logan Kay will conduct the ferry across the river here, the contract for which was granted him Saturday.

J. P. Beyers has taken charge of the Assessor's office, succeeding T. J. Thrift, who has held that position for 21 years. Art Selander, formerly of Sumner, but who has recently been living in the Willamette valley, Ray Jeub and James Sullivan will assist Mr. Beyers in conducting his office.

It will seem like old times again to see W. W. Gage holding down his position in the Sheriff's office. Assistants who retired with Alf Johnson from that office are Deputy Sheriff Warren Laird and Cal Slagie. Also Miss Elvira Frazee. Miss Frazee will go to Salem where she has a position awaiting her.

### Cook Bros. Make Assignment

After being in business here for four years, Cook Bros. last Tuesday closed their doors after making an assignment to F. D. Fletcher, a representative of the Sperry Flour company. An attachment was also made by W. C. Laird for the amount of \$450. It is said that their liabilities amount to about \$1500; but it is probable that their assets, when converted into cash will even all accounts.

### BANDON PEOPLE PROTEST AGAINST CONCRETE BRIDGE

A number of Badnon people were here Saturday for the purpose of protesting to the county court against the construction of a concrete bridge and the substitution of a fill for another on the road to the Curry county line. Bids had been asked for both concrete and wooden construction and the Bandon people protested against the concrete as too costly. They desired that wood be used and that the money saved be applied to the graveling of the road, arguing that a wooden bridge on a gravelled road would form a combination of greater utility than a concrete bridge on a mud road. They asked that the county court give consideration to wood for construction of the bridges.

Judge Watson said that the bids would be referred to the county roadmaster to figure out in order to determine which was the lowest bid. He also said that a legal question had been raised and the county surveyor had served notice that the board were not proceeding according to law. Consideration of the bids would be postponed. In reply to the request of the Bandon people he said that it was doubtful if the bond money could be spent for graveling the roads, that it must be spent under the supervision of the state engineer's office and the matter was not of the contract of the county court. The bond had been voted with that understanding, and that the money would be spent for "permanent improvements," putting the roads on line and grade, etc., and he did not think that graveling the roads was contemplated as a part of the work for which the money was to be spent.

Consideration went over to the February term of court and will be taken up at 10 a. m. February 8th.

### Beckett Found Guilty

E. A. Beckett, who was arrested last week on a charge of unlawfully receiving liquor from a transportation company, was tried in Justice Stanley's court Saturday and was found guilty and sentenced to 25 days in jail. He was to begin the serving of the sentence this morning; but he has appealed to the circuit court and the sentence is automatically suspended pending the outcome of the trial.

## County Court Grants Franchise to the C. A. Smith Timber Co

In a Most Business-Like Manner, the County Court and Representatives of the Railroad Company Discuss the Proposition—Only Questions that Attracted Attention Were those of Compensation and of Safeguarding Rights of County

### MUCH-HERALDED OPPOSITION IS SILENT

Only Dissenting Words Uttered By Archie Philip, Who Wished to Submit Matter to a Vote of the People—Powers Says He Would Not Ask That

The franchise asked, for a common carrier railroad along the county right of way from Bunker Hill to Summit was granted by the County Court on Saturday to the C. A. Smith Timber Co. That corporation had been substituted for the Smith-Powers Logging Co., who made the applications because the former corporation is a common carrier and the latter is not. The company was given 30 days in which to accept the franchise. The only material change from the provisions which had been agreed on between the court and A. H. Powers seems to be the reduction in the price to be paid by the county to the company, for gravel to be used for road purposes.

The tentative franchise prepared by District Attorney Liljeqvist, which was satisfactory so far as it went, to both parties, was used as a basis, and was filled out by the County Court as to some of the provisions to be agreed upon or formulated.

The franchise provides for a right of way sixteen feet wide, from the point where the county road leading from Coquille to Marshfield crosses the railroad of the S. P. Co. at Summit to a point west of the intersection of the spur track leading from the S. P. railroad in or near Bunker Hill to the saw mill of the C. A. Smith Lumber and Manufacturing Co.

The term is for 99 years. Work is to commence within six months and be completed within two years.

Roadway must be left 24 feet wide. Bond of \$25,000 must be furnished. Gravel to the amount of 32,000 yards must be furnished at \$0.50 per yd. This is the amount estimated to be required along the stretch covered by the franchise. Other gravel for road purposes and for 50 cents between Myrtle Point and Marshfield.

No grade crossing of the county road shall be made.

Plans for construction must be submitted to the County Court and be approved before construction is commenced.

The above are only some of the provisions which were filled in and on which a formal agreement had not been reached between the county and the company. The most important point seems to be the cutting down of the price of gravel, which practically amounts to adding some thousands to the compensation to be paid to the county, over the proposition made by the Smith-Powers Co.

Other provisions fill many typewritten pages and seem to cover all the points of objection that have been raised by the uninformed, and to fully protect the interests of the public and the county. Among these is the one to the effect that wherever the railroad is to encroach on the roadbed of the wagon road, the company must provide additional road.

If any one went to the court house Saturday afternoon for the purpose of seeing a display of fireworks, he must have felt disappointed, for the Smith-Powers Logging proposition failed to bring out any furious noises. The application was discussed most amicably and no definite objection developed.

The hearing had been called for the purpose of hearing objections, if such were held, against the granting of the franchise asked by the Smith-Powers Logging Co.

On account of the fact that the

Smith-Powers Logging Co. is not a common carrier, the C. A. Smith Timber Co. had been substituted as applicant, that company being a common carrier.

Judge Watson stated the terms of the petition as they have been heretofore published, and also the verbal understanding regarding compensation and other matters which would have to be covered if it came to granting the franchise asked for. He stated that he had received no protests against the granting of the franchise, although he had received some communications on the subject.

A. H. Powers said that John D. Goss was spokesman for the applicants, but he went on to state very briefly what was wanted. The only new point involved was that there were places along the proposed route where the old wagon road right of way had been abandoned and was not followed by the new right of way on which the highway was being constructed, but the old right of way still belongs to the county. On certain curves where the width was required he wanted the benefit of the old right of way if needed. He wanted it understood that he did not propose to interfere with the wagon road bed, but where it was necessary to infringe on that, as laid out, the company was to grade over and fix it so that the county road would not be interfered with. He stated emphatically that the application was "not for a logging railroad at all, but for a common carrier." Mr. Powers also repeated the proposition as to compensation to the county in the way of furnishing gravel for road work to any point along the line at 50 cents per yard, to be as amount sufficient to gravel the road from Marshfield to Summit, eighteen feet wide and 18 inches deep; also to furnish gravel to the county for other road work, at any point between Myrtle Point and Marshfield at one-half the present rates asked by the Southern Pacific.

A later discussion of the rate brought out the statement that the S. P. rate now is \$18 per car to Myrtle Point, \$22 to Coquille and \$25 to Marshfield. It also brought out the opinion of the county court that these rates are so excessive that even cutting them in two would still leave the price considerably above what it ought to be. Still later the point was raised whether the railroad company would be allowed to make the proposed route to the county, and District Attorney Liljeqvist stated that he had called up the chairman of the Public Utilities Commission and asked about this and had received an unqualified approval of the legality of such a proceeding; and as it would all lie with that commission, he thought that this should dissipate any fear of trouble on that score.

Mr. Powers also wished it understood that the company could not undertake to furnish small quantities of gravel at the rate given, but that the agreement should specify that quantities of 1000 yards or more must be taken in one order; also that some provision should be made as to the time of year, because it must be during the summer months when the gravel could be taken out of the river bed.

After hearing the proposition as outlined, an opportunity was given anyone present to make any objections that he had against the plan. There were present two representatives of the paper which had pronounced the Smith-Powers proposition "so objectionable as to be unworthy of consideration," "about as

unjust and indefensible a proceeding as we can imagine;" with "not a single redeeming feature;" and had repeatedly pronounced the compensation "pure moonshine." Yet the only "objection" that found voice came from N. G. W. Perkins, of Bandon, who arose to remark briefly, after hearing Mr. Powers' remarks, that the proposition seemed "perfectly reasonable" to him.

Mr. Goss had put in a word here and there, but made no set plea nor argument. In fact, the whole discussion had the appearance of a friendly talk between two business men who had a straight business deal on which would be advantageous to both, and neither one of whom had any desire to get the best of each other.

The only note sounded not in harmony with this came from Archie Philip, the newly elected county commissioner. Being called upon by Judge Watson for an expression of his position, he stated that he had not looked into the proposition thoroughly, but would say that he was opposed to it. He would not vote for it except that he be submitted to a vote of the people.

The only thing approaching a "spat" came in here and was pulled off by Messrs. Philip and Powers. Mr. Powers remarked that he would not submit the matter to a vote of the people, but would go ahead and condemn a right of way. Touching Mr. Philip's opposition to allowing a railroad carrying logs to run anywhere near a wagon road, he said that they would be "hauling logs through the streets of Marshfield inside of two weeks." On Mr. Philip's remark that the Marshfield franchise was submitted to a vote, Mr. Powers came back with "Yes, and was carried ten to one."

This brought into the line light the consideration that has not been aired in the newspaper discussion; that, as common carrier, the company can force a right of way by condemnation proceedings, and neither the County Court nor the Coquille Sentinel could stop them. The county would then get whatever damages might be awarded, and would probably get far less consideration than under the amicable agreement proposed.

L. A. Liljeqvist had prepared a tentative franchise. This, he said, had been done merely to provide a basis to work on and an indication of some of the provisions that should be embodied in such an agreement. This had been gone over by Mr. Powers and Attorney Goss, and it was now read to the court. Some blanks had been left to be filled in later when the data was available or the points had been agreed on. The main points, however, had been covered, and provisions were formulated that would seem to protect the interests of the county in every conceivable way. Mr. Goss said this was all satisfactory to his clients, and if the court could think of anything else it would be put in.

Mr. Goss asserted that the whole right of way, for a part of which the company asked, had not cost nearly as much as they proposed to pay, and if they had to use condemnation proceedings it would not cost nearly so much. It was now about train time, and Messrs. Powers, Goss and others took their departure. The matter of the proposed price of gravel then received some discussion, and the court seemed to be of the opinion that a lower price than that named should be made. This change of the terms that had been discussed was made in the franchise which was filled out and passed on later.

The plan is to equalize the assessment and to stop the leaks in expenditures. The league will work for the best interest of the county, not for its members, and whatever is done will be along an honest effort to advance the common interest of all.

The membership committee will set out at once to secure new members, an initial fee of one dollar per year will be charged to defray actual expenses of the secretary's office, such as providing stationery, stamps, books, etc. None of the officers are to draw a salary.

The next meeting will be held at the call of the chairman and will likely be held at Coquille. The officers hope to have a membership of 800 or 1,000 to start off with when the meeting is held to elect permanent officers.

There are now more than 180,000 members of boys and girls agricultural clubs in northern and western states. Twelve years ago such an organization did not exist in any part of the United States.

According to those interested the

### Glee Club-Splendid

The entertainment given by the University of Oregon Glee Club at the Scenic Theatre Thursday evening was splendid in every respect and was deserving of a great deal larger audience than was present. Regrets are expressed by all interested that more appreciation was not shown by the people of this vicinity of the efforts of the University men. A great many reasons have been expressed to explain the small attendance, and not least among them seems to be that the bad taste that was left in the mouths of the local people by a college glee club some two years ago, was responsible for their not being more responsive now. However, there is no comparison between the two entertainments; but the people have been convinced too late.

The Glee club played at Marshfield and Powers before coming here and went from here to Bandon and North Bend. The expenses of the trip were about \$700 and it is doubtful if this amount was realized by the club from the box office receipts.

Dean Ralph H. Lyman, of the School of Music, of the University, who had expected to take the trip with the club, was called to California on a business trip and was unable to be with them.

As will be seen by the following program, Raymond Burns of this city and the only Coos county man in the club played a prominent part in the entertainment Thursday night:

- Part I
- "A Warrior Bold".....West
  - Glee Club
  - Bass Solo—"Italian Boat Song," Matt.
  - John Black
  - "De Songs Ma Mammy Sang," Soule
  - Glee Club
  - Violin Solo—"Hungarian Dances".....Brahms
  - Robert Seacree
  - "The Autumn Woods".....Gaines
  - Glee Club
  - Piano Solo—"Papillons d'Amour".....Schuett
  - Raymond Burns
  - "Neath Mistletoe".....Ambrose
  - Glee Club
- Part II
- "Wake Miss Lindy".....Warner
  - Baritone Solo—"Prologue from 'I Pagliacci'".....Leoncavallo
  - William Vawter
  - "Syncope Spasms in Song".....Moore, Holzman and Burns
  - "Optical Illusions".....Moore and Morrison
  - "Extract of Grand Opera".....Root
  - Stalith, Seacree, Weinheimer, Beach and Burns
  - "As I Sit and Dream at Evening".....Nelson
  - Glee Club

After the performance was over the glee club was entertained at a dance by the Ko-Keel Klub and whatever the university men missed in returns from the show was made up by the welcome accorded them by the Ko-Keel Klub. The club rooms were decorated with the Oregon colors, yellow and green and every effort made to make the visitors feel perfectly at home. During the course of the evening the glee club favored the party with a number of songs. As the party broke up they gave a rousing cheer for the Ko-Keel Klub.

### Four-Legged Suffragettes

A female deer with horns was killed during the hunting season in southern Oregon. E. F. Averill, inspector for the biological survey, recently received a report from John B. Hammersly, one of his trappers in the Rogue river country, stating that he had made an investigation and found that the animal killed was really a horned doe. The animal had a forked horn on one side and a spike on the other, the report states, and was probably four or five years old. W. L. Finley, state biologist, states that a similar discovery was made several years ago in an eastern state and was authenticated. Inasmuch as the state law permits hunters to kill deer with horns, the shooting of the horned doe was no violation.

### Sells to Mrs. Walker

F. C. True, who for the past two years has been the man behind the counter at the Racket Store, has sold his interest in the establishment to Mrs. A. O. Walker, who will conduct the store in the future. During the two years that Mr. True owned the Racket Store he increased the stock considerably and built up a very substantial trade. Mrs. Walker expects to conduct the business along much the same lines as those followed by Mr. True and will doubtless enjoy a continuance of the success achieved by him. She will be assisted in the bookkeeping by Mr. Walker who is employed in the sheriff's office. Mr. True has nothing definite in view for the future and is undecided as to what he will do.

It is said that the British allies are offering the spruce manufacturers of Oregon and Washington a substantial advance over their 1916 buying figures, with an agreement to take their entire output. Spruce from Oregon and Washington has revolutionized aeroplane construction in Europe. An English aeroplane captain recently in this country reported that the allies now have 32,000 air machines in use—most of them built of Pacific Northwest spruce.

## SYNOPSIS OF MANY EVENTS

News of County, State and National Interest Told in Brief Concise Form

### GOLD IMPORTS ENORMOUS

Seven Eclipses of Sun and Moon in 1917

At Gold Beach the Rogue River salmon run is reported the best in history. Oregon flax fibre is found adequate for manufacture of fishermen's twine which now sells at \$2.35 a pound.

According to a report, the sale of the holdings of the Gardiner Mill Company, including many thousands of acres of timber along the Umpqua, may be closed before long.

An officer of the United States army recently received \$12,000 from a New York firm for a collection of stamps. The collection was famous all over the world and it took years to gather it.

The Coos county court has awarded Edwin Ellingson of Coquille the contract for constructing a pile bridge across Hoffman Slough, his bid of \$1290 being the lowest submitted. Hagquist & Bjorkquist were also bidders.

The Coos County Commissioners have engaged L. A. Liljeqvist, the retiring district attorney, to handle the five tax foreclosure cases, including the Kinney cases, which were begun during his term of office.

The Bergmann Shoe company of Portland is enlarging its output and has added a waterproofing shoe oil to its line of products. The report that Mr. Bergmann has sold his interest in the company is untrue.

Considerable attention is being given in Washington to the report that farm machinery manufacturers, recently in session at Chicago, decided to raise the cost of their machinery thirty per cent, and to discontinue credit to farmers who buy implements.

Strikes declared on the Northwest Steel company at 11:45 o'clock Saturday by the Metal Trades council, following the refusal of the company to meet the same demands of the unions that were responsible for the strike which was called on the Willamette Iron & Steel works Friday.

C. I. Reigard, attorney for L. F. Slavens who is now employed in the woods near Bandon, has just received official notification from the patent office at Washington that Mr. Slavens has been granted a patent for an improvement of the pulley or block used in logging and in the handling by cable of heavy articles.

Counties are not liable under the employer liability law for injuries that may be sustained by their employees while engaged at their duties. This is the opinion of the supreme court, re-stated in the case of Thomas J. Clark vs. Coos county. Clark won a verdict against the county in the lower court and the decision is reversed by the higher court.

Oregon's public school children grade above the national average, and Portland's public school students rank the highest in the state, according to the report filed Wednesday by the retardation committee of the legislative council of the Oregon State Teachers' association in convention at the Hotel Portland.

The third annual Dinner Dance given by the Coos and Curry Telephone company for its employees at the Hotel Chandler Saturday evening was one of the bright events of this holiday season. The gathering brought together the employees of all departments of the telephone system in Coos county and there were about 75 people seated at the banquet which had been arranged in the main dining room at the Chandler.—Times.

New York, Dec. 27.—With only three business days of the year remaining after today, gold to the amount of \$639,300,000 has been imported into the United States from all sources during 1916. This includes a fresh consignment of \$4,600,000 from Canada, deposited at the Philadelphia mint to the account of J. P. Morgan & Co., and the arrival at the assay office here today of \$8,000,000 from Canada, consigned to the same firm.

Four eclipses of the sun and three of the moon, the greatest number possible in a single year will occur in 1917, according to a memorandum issued by the naval observatory at Washington, D. C. The last year in which seven eclipses came was early in the last century and the next will be in 1935. On January 8 there will be a total eclipse of the moon by the earth's shadow, visible throughout the United States, beginning at 12:50 a. m., and ending at 4:39 a. m., Eastern standard time. Between 2 and 3:39 a. m., Eastern time, the eclipse will be total.