

The Tillamook Herald

E. E. Crombley, Editor

Issued Twice a Week Tuesday and Friday

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Advertising Rates	
Each subsequent insertion, line	.05
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TUESDAY MAY 19, 1914.

Dr. Smith can thank the Oregonian for his nomination as governor on the Democratic ticket. The Standard and above which the Oregonian headed upon Candidate Smith's name made for him enough votes to elect him. The nomination The Oregonian has fallen into such disrepute of late years that many people have got the idea that whenever the Oregonian fights a man or proposition as it has fought Smith, the man or proposition in question must be right. In other words a stigma has become attached to the Oregonian, to the effect that if not quite opposite to the sentiments as expressed through the editorial columns of the Oregonian you will vote right. With the aid of the Oregonian, Dr. Smith has a pretty good chance of being elected. Dr. Smith stands for law enforcement. Why is the Oregonian fighting Dr. Smith, is it against the enforcement of the law?

This issue of the Herald contains an article on the loganberry which will no doubt be of much interest to many of our readers. Tillamook County offers the very best opportunities for the development of this industry. Much of our hill lands, which can now be purchased at very reasonable prices, can be made to bring forth splendid returns in the cultivation of the loganberry. Tillamook County offers the man of small means a splendid opportunity in the development of the loganberry industry. There is no section of the country that can grow more or better loganberries than Tillamook County. In fact we believe we can safely put Tillamook County against the world in the production of the loganberry.

Loganberries are already grown to some extent in this county and a co-operative company has been organized at Beaver where several acres have been set out to that plant. The Beaver organization is but a beginning but we look to see the industry spread until it has reached all parts of the county, increasing our wealth and population to a marked degree.

FRANCHISE ORDINANCE NO. 273

Following is an ordinance passed by the city council, granting to the Tillamook Light and Fuel Co., a 25 year franchise.

An Ordinance giving and granting to the Tillamook Electric Light and Fuel Company, its successors or assigns, a franchise and rights to erect, maintain, use and remove poles, wires, cables, ducts, and apparatus for conducting and using electricity in, under and upon all streets, alleys, roads and ways in Tillamook County, State of Oregon, within the limits and boundaries of said city as said city now is or hereafter may be bounded and constituted and have its limits, and to supply electric energy to the people and inhabitants of Tillamook City and to the public, and to charge and collect tolls therefor.

THE PEOPLE OF TILLAMOOK CITY DO ORDAIN AS FOLLOWS:

SECTION 1. That the Tillamook Electric Light and Fuel Co. a Corporation of Oregon, its successors or assigns, for and during the term hereinafter provided, be, and it is hereby granted, subject to the considerations and conditions in this Ordinance contained, a franchise and right, to erect, maintain, use and remove poles, wires, cables, ducts and apparatus, and apparatus, for providing and using electricity in, under, upon and over any and all streets, alleys, roads and ways, of, or in said Tillamook City, within the limits and boundaries of said city as the same is now or hereafter may be bounded, constituted and have its limits, both for the purpose of furnishing and supplying electrical energy for any and all purposes to the public and to the people and inhabitants of the said Tillamook City, and of enabling or assisting the Tillamook Electric Light and Fuel Company, its successors or assigns, to carry on and conduct its or their business elsewhere than in said City, as now or hereafter bounded and constituted, in supplying other towns, cities, their inhabitants and the public with electricity; also the franchise and right to furnish and supply to the public, and to the people and inhabitants of Tillamook City, electrical energy for any and all purposes, and to establish, charge and collect tolls and charges therefor.

SECTION 2. The said Tillamook Electric Light and Fuel Company, its successors or assigns, shall erect, maintain and use such poles, wires, cables, ducts, and apparatus in accordance with the general laws of the State, and with all ordinances of the said Tillamook City governing the erection and maintenance of the same now or hereafter enacted, so as not to interfere with the free

and unobstructed use of said streets or ways for travel. All poles of the said Tillamook Electric Light & Fuel Company, its successors or assigns, shall be erected at the edge of the sidewalk, unless otherwise directly provided by the proper city authorities, and all poles shall be as near as possible to the lines. Said Tillamook City, by its proper constituted authorities, shall have the right to cause the said Tillamook Electric Light & Fuel Company, its successors or assigns, to remove the location of any pole or wire whenever the removal thereof shall be deemed by the public convenience, and the expense thereof shall be paid by the said Tillamook Electric Light & Fuel Company, or its successors or assigns.

SECTION 3. It is expressly provided that in case the limits of franchise of said city are at any time or times made less or smaller than they are or existed prior thereto, all of said franchise, rights and privileges shall continue and exist, as to the part of said city which is now or hereafter is in its limits or boundaries, as though said limits or boundaries had not been so made less or smaller.

SECTION 4. Said Tillamook Electric Light & Fuel Company, its successors or assigns, under the direction of the said Tillamook City, may make all necessary excavations in any street, alley, road or way, for the purpose of erecting, maintaining, using or removing any of such poles, wires, cables, ducts, appliances and apparatus, and for repairing the same. When any excavation shall be made pursuant to the provisions of this ordinance, the said Tillamook Electric Light & Fuel Company, its successors or assigns, shall, without delay, put such streets, alleys, road or way, in as good condition as it was before it was so broken up, dug up or disturbed, and such surface, earth or any other material caused by such excavation, shall be removed by said Tillamook Electric Light & Fuel Company, its successors or assigns, and all said work shall be done in strict compliance with the rules, regulations, ordinances or resolutions which may be adopted from time to time during the continuance of this franchise by the legislative body of said city, or as may be otherwise provided by law. It is further provided that any opening in any hard-surfaced street, or any street, alley, road or way, shall be filled in, and the pavement repaired by the city authorities, and the cost thereof, including the cost of inspection and supervision, shall be paid by the said Tillamook Electric Light & Fuel Company, its successors or assigns, and the city authorities may require a deposit in the treasury of the said city of a sum of money sufficient to pay said cost, to be made by the said Tillamook Electric Light & Fuel Company, its successors or assigns, before the opening of any such street, road or way shall be begun.

SECTION 5. Extensions to the existing distributing system of the said Tillamook Electric Light & Fuel Company, authorized by the terms of this franchise, shall be made throughout the said city when necessary to meet the reasonable demands of the growth of said city, and the said Tillamook Electric Light & Fuel Company, its successors or assigns, shall furnish, during the life of this franchise, reasonable, adequate and safe service, equipment and facilities within said Tillamook City.

SECTION 6. At all times the power and right to reasonably regulate for the public interest the existence of the franchise and rights as granted shall remain and be vested in the council, and the council reserves the right hereafter from time to time to change, alter, regulate and fix just and reasonable rates or charges, and rates or charges which are not unjustly discriminatory in any respect whatsoever, which the said Tillamook Electric Light & Fuel Company, its successors or assigns, may charge or collect during the life of this ordinance or franchise, all subject to any general laws of the state.

SECTION 7. It shall be unlawful for any person or persons to interfere with, disturb, impair, injure, break, destroy, deface, remove or in any manner tamper with any of the apparatus, poles, wires, ducts, insulators, pins, transformers, switchboxes, lamp guylines, guy stubs or other appliances belonging to the electric light and power system, the property of the Tillamook Electric Light & Fuel Company authorized to be installed, operated and maintained under the terms of this franchise.

SECTION 8. Any persons who shall violate any of the provisions of Section 7 of this ordinance shall be deemed guilty of an offense against the city, and shall, upon conviction thereof, be subject to a fine not exceeding fifty dollars (\$50.00), or imprisonment in the city jail of said Tillamook City not exceeding twenty-five (25) days, or both such fine and imprisonment, and any such offense under the terms of this ordinance shall be cognizable and triable by the police judge of said Tillamook City, who shall have full power and authority to deal therewith.

SECTION 9. Said Tillamook Electric Light & Fuel Company, its successors or assigns, hereby agrees and covenants to indemnify and save harmless said Tillamook City, and the officers thereof, against all damages, costs and expenses whatsoever in which it or they may be subject in consequence of the acts of the said Tillamook Electric Light & Fuel Company, its successors or assigns, or its or their agents or servants, in any manner arising from the rights and privileges hereby granted.

SECTION 10. All rights, authority and grants herein contained or conferred are also conditional upon the understanding and agreement that no privileges in the streets, alleys, roads or ways of the city, are not to operate in any way as an enhancement of said Tillamook Electric Light & Fuel Company's property in value, or to be an asset or claim in ownership or control thereof, or to be a lien upon the value of the property of said Tillamook Electric Light & Fuel Company, its successors or assigns, devoted to the public use with in said Tillamook City, and every person in any proceeding or suit involving the question of damages or services to be afforded within said city by said Tillamook Electric Light & Fuel Company, its successors or assigns, shall be considered as fully and completely bound by the terms of this ordinance, and shall be held to the same as to the said city, and shall be held to the same as to the said city, and shall be held to the same as to the said city.

SECTION 11. All rights and privileges hereby granted shall terminate at the expiration of twenty-five (25) years from the date of the acceptance of the terms and conditions of this ordinance by the said Tillamook Electric Light & Fuel Company, and in the event that the said Tillamook Electric Light & Fuel Company shall fail or neglect, or refuse to perform the obligations and requirements called for by this ordinance, this grant and privilege shall be terminated and shall be held to the said city, and shall be held to the said city, and shall be held to the said city.

SECTION 12. The rights and privileges granted by this ordinance are granted upon the conditions, terms, covenants and also upon the following considerations and conditions:

First. That the said Tillamook Electric Light & Fuel Company shall, within thirty (30) days from and after the passage and approval of this ordinance, file with the Recorder of Tillamook City its written acceptance of this ordinance granted to and conferred upon the said Tillamook Electric Light & Fuel Company, its successors or assigns, subject to all the terms, obligations, restrictions and provisions in this ordinance contained, and upon the expiration of the allotted time for the acceptance of this ordinance, the same not having been accepted unconditionally, this ordinance shall become wholly void, inoperative and of no effect.

Second. That the said Tillamook Electric Light & Fuel Company, its successors or assigns, shall permit Tillamook City to have the right to appropriate all of the poles of the said Tillamook Electric Light & Fuel Company, its successors or assigns, for municipal fire, police and water departments, and for municipal telephone and telegraph systems, provided that the same shall be so strong as to interfere as little as possible with the wires of said Tillamook Electric Light & Fuel Company, its successors or assigns, and further, that the said Tillamook Electric Light & Fuel Company, its successors or assigns, shall not be responsible for any damage resulting to the wires or property of Tillamook City resulting from the using of its said poles by the city.

Third. That all of the physical property of the Tillamook Electric Light & Fuel Company, its successors or assigns, constructed, installed, used or intended to be used within the said city, in, or in connection with the operation of the plant of the said Tillamook Electric Light & Fuel Company, constructed, installed, maintained and used under the provisions of this ordinance from and after the acquisition of title thereto by the Tillamook Electric Light & Fuel Company, its successors or assigns, shall be subject to the provisions of this section.

Fourth. That all of the provisions of this ordinance shall inure to, and apply to, and bind the successors and assigns of the said Tillamook Electric Light & Fuel Company, and whenever said Tillamook Electric Light & Fuel Company shall be mentioned in this ordinance, it shall be understood to include such successors or assigns in interest of the said company as shall have been so consented to by the council.

Fifth. The acceptance of this franchise shall operate as a termination of all rights or franchises held by the Tillamook Electric Light & Fuel Company, their successors or assigns, under any former ordinance or franchise passed or granted by Tillamook City.

Sixth. That the Tillamook Electric Light & Fuel Company shall, with its acceptance of the terms of this ordinance as hereinbefore provided, file in the office of the Recorder of Tillamook City a bond in favor of said Tillamook City in the sum of four thousand dollars (\$4000), with sufficient surety, to be approved by the Common Council of Tillamook City, conditioned that the said company shall, within eighteen (18) months from the date of this ordinance going into effect, have established and be prepared to furnish to customers in the regular course of business a day and night service for furnishing light and power.

SECTION 13. Said Tillamook Electric Light & Fuel Company, its successors and assigns, shall render the service as hereby authorized, to be supplied by the best apparatus known to the science of electricity, to secure the least danger to life or

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property belonging with the last abovementioned, and such service shall be supplied on equal terms with other conditions and without any special discrimination, it will be a matter of preference to the said city, and at all times the power and right to reasonably regulate and exercise the rights and privileges in the franchise hereby granted and determined, shall be vested in the Common Council of said city, subject to the general laws of the State of Oregon.

SECTION 14. The use of poles in other equipment, on wires, or under any street, alley, road or way in the said city under the provisions of this ordinance shall be upon the express term that the said Tillamook Electric Light & Fuel Company, its successors or assigns, shall, for a reasonable compensation, permit the use of the same by any other public utility, whenever public convenience or necessity requires such use, and such use will not result in irreparable injury to the owner or other users of such poles or other equipment, nor in any way be a detriment to the service to be rendered by such users or other users. The said parties shall share the cost necessitated thereby, as they may agree thereon, and may agree upon rules and regulations therefor, subject to the provisions of the general laws of this state, but in case they cannot agree, the State Railroad Commission of the State of Oregon shall have the power to determine the amount and proportion of such payments, and to make all reasonable rules and regulations to govern the same subject to such general laws of the state as may be applicable.

Passed by the Council, May 7, 1914.
F. R. BEALS, Mayor.
Attest: R. B. HAYS, Recorder.

CARDINAL GIBBONS WANTS DRY TO WIN.

Baltimore, Md., May 16.—In a signed statement to the Anti-Saloon League, Cardinal Gibbons expressed the hope that Charles county would go "dry" at the special election today. The statement is as follows: "I believe that the right of the people to determine by the operation of a local option law whether saloons shall or shall not be closed within their respective communities is in harmony with the American principle of self government, and I congratulate the people of Charles county in that they will have the right to settle this question by ballot on May 16, and, realizing the damage which has been done by the liquor traffic in this county, I sincerely trust that at the coming election they will banish forever the licensed saloon, as I believe that it will be to the best interests of their people."

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