

Recommendation of Settlement

Continued from page 2.

and submitted by the State Highway Engineer; but when the contract was drawn and executed, those sections were not omitted therefrom. Notwithstanding the inclusion of said sections in the contract, the contractor was not permitted to do any work thereon; and it was an open secret that the County did not want or propose to permit any work to be done on those sections.

(2) A dispute arose between the State Highway Engineer's office and the contractor as to the method of computing the price to be paid for the rubble masonry. The contractor claimed it was entitled to pay for the entire wall at the highest unit price applicable thereto; and the engineer claimed that the amount to be paid for the wall should be computed at different prices for different courses.

(3) The contractor claimed that it had been materially and substantially damaged by the failure of the County to procure rights of way in various places along the Highway and its consequent inability to put its men and equipment to work as early as it would have done had said rights of way been procured in proper time.

(4) The contractor claimed that it had been seriously and substantially damaged by the Engineer's suspension of work without good cause at various times; but we have always thought that, so long as he acted in good faith, the Engineer had the power under the contract to suspend work on any and all parts of the Highway at any and all times; and we know of nothing upon which any claim of bad faith on his part in that regard could be predicated.

Aside from the mere settlement of the controversies with the contractor, there were other strong reasons why it was decidedly to the interest of Columbia County to terminate the contract and get rid of the contractor by a definitely expressed agreement with it. The principal one was that the County wanted to make new contracts with reliable and satisfactory new contractors under which it should be relieved of any obligation to build the above mentioned sections at Goble and Rainier and other sections of the highway as originally planned and specified.

One other item of particular importance should be mentioned here and that is the damage case brought in the United States Court by the Spokane, Portland & Seattle Railway Co. against the Consolidated Contract Co. and Columbia County.

Mrs. Emma Merwin and Mr. and Mrs. Sifert of Portland, spent Sunday visiting their friends at Scappoose.

Mrs. Rose Watts and Mrs. R. F. Tibbels spent the week end at Seaside and report that thriving burg all ready for the outing season.

The Fourth of July committee were hard at work on the details for our coming celebration, and a big affair and same time is promised. The Warren brass band is being employed on the occasion and many other unique features are promised.

As it was feared that the payment of \$65,000.00 to the Consolidated Contract Co. at this time might so reduce the county's available funds for new road work that it would not have the full \$40,000.00 it told the State Highway Commission it would expend this season on new work if that commission would contribute \$50,000.00 of state funds towards such new work.

Contemporaneously with the making of this settlement with the Consolidated Contract Co. the County Court awarded a new contract to the Handifer-Clarkson Co. for parts of the unfinished work covered by the contract with the Consolidated Contract Co.

We have undertaken herein to indicate some of the reasons why we recommended the settlement you made last Saturday with the Consolidated Contract Co.

MALARKEY, SEABROOK & DIBBLE, Per DAN J. MALARKEY.

COURT PROCEEDINGS

Bids for Constructing Steel Bridge Across Clatskanie River, Are Rejected as Being Too High.

Saturday, June 26, 1915. 13th Judicial Day.

Court came pursuant to adjournment. Officers all present. Due proclamation being made, the following proceedings were had:

On this day proposals for constructing a steel bridge across the Clatskanie river, near the city of Clatskanie, on the Hazel Grove road, according to the plans and specifications as prepared by the State Highway Engineer, were opened and examined by the Court, being as follows:

Portland Bridge and Iron Co. for the sum of \$1862.00. Pacific Iron Works, for the sum of \$1964.00. Cowlitz Bridge Co., for the sum of \$2200.00. P. W. White, for the sum of \$2444.00.

And it appearing to the Court that all of said proposals are too high, it is ordered that the same be and are hereby rejected.

SCAPPOOSE.

Mrs. Emma Merwin and Mr. and Mrs. Sifert of Portland, spent Sunday visiting their friends at Scappoose.

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Wanted—To rent a good piano by responsible parties. Call or write The Mist office.

SUMMONS.

In the Circuit Court of the State of Oregon, for the County of Columbia. Ida R. Clark, Sara Morse, Jacob Hegele, Thomas E. Grewell, J. W. Saxton, Frank M. George, Fannie George, his wife, Henry Heizenreter and Christina Heizenreter, his wife, Plaintiffs, vs. The Unknown Heirs of Schubel C. Achilles, W. H. Copeland, Mary D. Copeland, I. H. Copeland, Roy Copeland, Dora Carnick, Joseph L. Copeland and Benjamin R. Copeland, Mollie Fuller, now Mrs. W. M. Law, and all other persons unknown claiming any interest in the real property described in Plaintiffs' complaint, Defendants.

To the unknown heirs of Schubel C. Achilles, W. H. Copeland, Roy Copeland, Dora Carnick (or Kernick) Joseph L. Copeland, Mollie Fuller (now Mrs. W. M. Law) and all other persons unknown claiming any interest in the real property described in Plaintiffs' complaint, and hereinafter described:

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 within six weeks from the date of the first publication of this summons, to-wit: on or before the 24 day of July, 1915, and if you fail to so appear and answer the said complaint, for want thereof, the said plaintiffs will take decree and judgment against you as prayed for in plaintiffs complaint, to-wit: a decree of the above mentioned court adjudging that the above named plaintiffs are the owners in fee simple in severality of the following described real property, to-wit: Beginning at the southwest corner of the Schubel C. Achilles Donation Land Claim, being claim No. 57, notification number 4325, in Columbia county, State of Oregon, running thence east 46.25 ch.; thence south 34 ch.; thence south 62 degrees east along the north boundary line of the said Schubel C. Achilles Donation Land Claim to the northwest corner of the land deeded to Joseph L. and Benjamin R. Copeland, being deed recorded in Book X at page 449, Records of Deeds of said Columbia county, Oregon; thence south 28 degrees west following the western boundary line of the said Joseph L. and Benjamin R. Copeland land to the northeast corner of a tract of land deeded to Elmer Miller by deed recorded in Book X at page 523 of the Records of Deeds of Columbia county, Oregon; thence south 31 degrees 45 minutes west 40 rods more or less, to the southern boundary line of the said Schubel C. Achilles Donation Land Claim; thence north 62 degrees along the southern boundary line of the Schubel C. Achilles Donation Land Claim to the southwest corner of the said Schubel C. Achilles Donation Land Claim; thence north along the west boundary line of the said Achilles Donation Land Claim to the place of beginning, all in Columbia county, State of Oregon, except a tract of land bounded and described as follows, to-wit: Beginning at the southwest corner of the land heretofore conveyed to Henry Heizenreter and Christina Heizenreter, his wife, by deed recorded at page 441 of Book 15 of the Records of Deeds of Columbia county, Oregon; thence north along the eastern boundary line of said land of Henry and Christina Heizenreter to the south boundary line of the land conveyed to J. S. Millard by deed recorded at page 174 in Book "O" of the Records of Deeds of Columbia county, Oregon; thence easterly along the south boundary line of the said J. S. Millard land to the northwest corner of the tract of land conveyed to A. M. Clark by deed recorded at page 291 of Book 7 of Records of Deeds of Columbia county, Oregon; thence southerly along the west boundary line of the said A. M. Clark tract of land to the southern boundary line of the Schubel C. Achilles Donation Land Claim, being claim No. 57, notification No. 4325, in Columbia county, Oregon; thence westerly along the southern boundary line of the said Schubel C. Achilles Donation Land Claim to the place of beginning. (The above description is an exact description of the land set forth in plaintiffs' complaint but is a shortened description of the same). And that the title of the said plaintiffs be forever quieted and that the above named defendants be adjudged to have no right, title, interest or estate in or to the said real property and for such other and further relief as to the court may seem equitable. This summons is published by virtue of an order of the above entitled court made and entered on the 15th day of May, 1915, directing the same to be published in the St. Helens Mist, a newspaper of general circulation, published at St. Helens, Columbia county, Oregon.

SWEET & SHELTON and C. L. SWEET, Attorneys for Plaintiffs. Date of first publication, May 21, 1915. Date of last publication, July 2, 1915.

ADMINISTRATOR'S NOTICE OF SALE.

In the County Court of the State of Oregon, for Columbia County. In the matter of the estate of Frank A. Swangren, deceased. Notice is hereby given that in pursuance of, and by virtue of, and order of the County Court of the State of Oregon, for Columbia County, made on April 27, 1915, in the matter of the estate of Frank A. Swangren, deceased, authorizing the administrator thereof to sell all the real property of said estate, at private sale, the undersigned, the administrator of said estate, will, from and after Saturday, the 3rd day of July, A. D. 1915, sell at private sale, to the highest bidder for cash in gold coin of the U. S., and subject to confirmation by said County Court, and continuing said sale until all of said real property, or so much thereof as is necessary to pay all claims, costs and expenses of administration of said estate has been sold, all the right, title, interest and estate of the said Frank A. Swangren, deceased, at the time of his death, and all the right, title and interest that the said estate has since acquired by operation of law or otherwise, in and to the following described real property

lying and being in Columbia County, State of Oregon, to-wit: The southeast quarter of the northwest quarter of the southeast quarter of section 21, township 7 north, range 4 west of the Willamette meridian, in Columbia County, Oregon. Terms of sale: Cash in U. S. gold coin; ten percent to accompany bid, and balance on confirmation of sale by said County Court. All bids to be directed to the undersigned, at St. Helens, Oregon. L. R. RUTHERFORD, Administrator of the estate of Frank A. Swangren, deceased. Dated at St. Helens, Oregon, June 4, 1915. First publication June 4, 1915. Last publication July 2, 1915.

SUMMONS.

In the Circuit Court of the State of Oregon, for Columbia County. Charles W. Johnson, plaintiff, vs. Mary Johnson, defendant. To Mary Johnson, the above named 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 court on or before the 17th day of July, A. D. 1915, which is six weeks after the 4th day of June, A. D. 1915, the date ordered for the first publication of summons; and if you fail to so appear and answer, plaintiff will apply to the court for the relief demanded in his complaint, to-wit: For a decree dissolving the bonds of matrimony heretofore and now existing between the plaintiff and defendant herein, and that plaintiff be decreed to be the owner of Lot 3 in Block 78, in the City of St. Helens, Columbia County, Oregon, freed from any claim of defendant, and for such other and further relief as to the court may seem equitable and just.

This summons is published by order of the Hon. A. L. Clark, Judge of the County Court of Columbia County, State of Oregon, made and entered on the 4th day of June, A. D. 1915. M. E. MILLER and W. A. HARRIS, Attorneys for Plaintiff. St. Helens, Oregon. First publication, June 4, 1915. Last publication, July 16, 1915.

NOTICE OF ADMINISTRATOR'S SALE OF REAL PROPERTY.

Notice is hereby given, that in accordance with an order made by the County Judge of Columbia County, Oregon, on the 5th day of June, 1915, in the matter of the estate of Ed. Black, deceased, and under the power and authority given to me by that order, that on and after the 10th day of June, 1915, I will proceed to sell, at private sale, for cash, for the highest possible price, the following described real property belonging to said estate, to-wit: Lot Four (4) in Block Eighteen (18) in the City of Rainier, Columbia County, Oregon; that after said date mentioned, I will receive offers for the sale of said property under the terms specified, from any person or persons who may be interested in the same. Dated this 8th day of June, 1915. A. JALOFF, Administrator of the estate of Ed. Black, deceased. Residence Astoria, Oregon. June 11, Jul 9.

SUMMONS.

In the Circuit Court of the State of Oregon, for Columbia County. Emma Bungardner, plaintiff, vs. James Bungardner, defendant. To James Bungardner, above named 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 within six weeks from the 21st day of May, 1915, the date of the first

LODGES

Kiwanda Tribe No. 63, Improved Order of Redmen, meets second and fourth Thursdays of each month in K. of P. hall, St. Helens. Visiting brethren welcome. E. I. BALLAGH, C. of R. St. Helens Rebekah Lodge, No. 217, meets first and third Thursday of each month in I. O. O. F. Hall. Visiting members always welcome. MRS. ELLA ALLEN, N. G. ORA BENNETT, Sec.

Houlton Circle No. 478, Women of Woodcraft, meets the second and fourth Tuesday afternoon of each month at Houlton, Oregon. AGNES DIXON, G. N. ANNA RICHARDSON, Clerk.

Columbia Encampment, No. 77, I. O. O. F. meets in the I. O. O. F. Hall, on the second and fourth Thursday of each month. Sojourning Patriarchs most cordially invited to meet with us. CHAS. M. BEELER, C. P. C. W. BLAKESLEY, Scribe.

Avon Lodge No. 62 Knights of Pythias meets every Tuesday evening in Castle Hall, St. Helens. Visiting Knights always welcome. S. R. SONNELAND, C. C. M. E. MILLER, K. of R. S.

St. Helens Lodge No. 32, A. F. & A. M. meets 1st and 3rd Saturday in each month. Visiting brothers cordially welcomed. EDWIN ROSS, Master. E. E. QUICK, Secretary.

St. Helens Lodge O. F. building, on meets in the I. O. No. 117, I. O. O. F. the second and fourth Saturdays of each month, visiting members are always given a hearty welcome. JESSE LANSING, N. G. C. W. BLAKESLEY, Sec.

Mizpah Chapter O. E. S. Meets in Masonic Hall the second and fourth Saturdays of each month. IRENE M. DAY, W. M. E. A. ROTGER, Secretary.

Tillamook Tribe No. 52, Improved O. R. M., of Yankton, Ore., meets at its wigwam, second and fourth Saturdays of each month. W. G. BRANNON, C. of R. EBER BROWN, Sach.

publication of this summons, and if you fail to answer said cause of suit on or before the 3d day of July, 1915, for want thereof the plaintiff will apply to the court for the relief prayed for in his complaint, to-wit: a decree herein awarding plaintiff an absolute divorce from said defendant on the grounds of desertion, that she be restored to her former name, Emma Vassaw, and for such other and further relief as the court may deem meet and equitable.

This summons is published in pursuance of an order of Hon. J. A. Eskin, judge of the above entitled court made and entered on the 18th day of May, 1915, and time prescribed for publication thereof is six weeks, beginning with the issue of May 21, 1915, and continuing each week thereafter to and including the issue of July 2, 1915. W. L. COOPER, Attorney for Plaintiff. 926 Chamber of Commerce, Portland, Oregon.

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Fourth Annual Columbia County Fair TO BE HELD SEPT. 22-23-24, 1915 Premium Lists will be sent on application to G. L. Tarbell, Prest., Yankton, or J. H. Southard, Sec'y, St. Helens.

North Bank Rail 26 Hours' Ocean Sail TO SAN FRANCISCO Palatial 6-Deck, Triple-Screw, 24-Knot SS. "Northern Pacific" SAILS June 8, 12, 16, 20, 24, 28 Every Tuesday, Thursday and Saturday thereafter with return to service of SS. "Great Northern." STEAMER TRAIN 9:30 A. M. SS. arrives San Francisco 3:30 P. M. next day. FEATURES OF SERVICE: Incomparable for comfort. Free Deck Chairs and Steamer Rugs. Free Refreshments and Mid-forenoon boulder, 4 o'clock tea and buffet lunches. Orchestra Deck Games—Palm Garden—Rooms de Luxe—Shower Baths—Sun Parlor. Cuisine the Finest. \$30, round trip, meals and berth included. San Diego \$48. "An elegant Ship and a Beautiful Trip"—the popular verdict of travelers on this speedy vessel. J. O. DIVENS, Agent, HOULTON, ORE.

