ecommendation

Continued from page 2).

submitted by the State Highway per; but when the contract was and executed, these sections not omitted therefrom. Not-tanding the inclusion of said edions in the contract, the contracteen; and it was an open secret the County did not want or pro-to permit any work to be done a those sections. As shown on page 22 of the printed First Annual Reof the State Highway Engineer, estimated cost of said two sec as was \$76,000.00. The contract claimed in the controversy and ne dations that preceded the settle at of last Saturday, that said sec ment of last Saturday, that said sections were two of the best and most profitable pieces of work on the entire Highway and that it was in the sature of a fraud on it for the County is seek to deprive it of such work without passing on the strictly legal gestions as to whether or not the stractor could sustain a claim ainst the County for damages for attitude concerning said sections, abstract justice in this claim.

A dispute arose between the sate Highway Engineer's office and he contractor as to the method of sputing the price to be paid for ary rubble masonry. The contractor tire wall at the highest unit price alicable thereto; and the engineer med that the amount to be paid the wall should be computed as ferent prices for different course said final estimate walls of this is said final estimate and were credited at the lesser price entended by the Engineer. We have since our attention was directed this feature had most serious

paper's position thereon.

The contractor claimed that had been materially and substantiunity to procure rights of way in s consequent inability to put its ga and equipment to work as early it would have done had said rights M way been procured in proper time We know nothing of the facts on lich this claim was founded and ex ed no opinion whatever as to the

The contractor claimed that had been seriously and substanti y damaged by the Engineer's sus-asion of work without good cause various times; but we have always od faith, the Engineer had the wer under the contract to suspend ork on any and all parts of the ighway at any and all times; and rk on any and all know of nothing upon which m of bad faith on his part in that pard could be predicated

Aside from the mere settlemnt of a controversies with the contractor, there were other strong reasons why it was decidedly to the interest of Combia County to terminate the con-act and get rid of the contractor by definitely expressed agreement with The principal one was that the racts with reliable and satisfactory sw contractors under which it hould be relieved of any obligation te build the above mentioned sec as at Goble and Rainier and other ections of the highway as originall; lanned and specified. If there was a settlement with the Consolidated unfinished work wered by its contract would have to be relet and done within a reasonable se and all such reletting and new would have to be accounted for to H-1 c., said company would be estitled to an additional credit or subject to an additional debit, as the e might be, for said new work. On the other hand, if a settlement was made with said Company, the County would be entirely free and unfettered s do all or any part of said unfinished work in whatever manner is deemed for its best interests.

One other item of particular im portance should be mentioned here and that is the damage case brought in the United States Court by the Spekane, Portland & Seattle Rail way Co. against the Consolidated Contract Co. and Columbia County. in said case the plaintiff claims that hs railroad and roadway has been damaged in the sum of \$20,000.00 by the improper location and unskilled construction of portions of the highway included in this contract. The case was tried before and taken under advisement by Judge Wolver-ion last winter and there is a likeli-hood that he will render a judgment therein against Columbia County. Under last Saturday's settlement,

which is fully covered by carefully drawn agreements executed by the "Consolidated Contract Co." and "Columbia County" and the "New England Casualty Co.", said County paid said surety \$65,00.00 and said surety \$65,00.00 and terminate contract was cancelled and terminated and said contractor released from all claims and liability of any and every kind arising out of said con-tract or said company's work on the Columbia Highway. And by said agreement said contractor and said and save harmless said County from any liability or cost or expense by reason or on account of any claim theretofore or thereafter asserted against said county by any person for labor performed or materials furnished to said contractor or for any direct or indirect damage to person sons or property arising out of the work done by said contractor and expressly agreed to pay any judgment rendered against said county in said

suit by said railway company.

There is nothing in the settlement made or agreement executed which in any way released said surety from its liability to third persons under the bond it gave when said contract was executed. So far as the rights of third persons under said bond are concerned it was not in the power of Columbia County to take away the Columbia County to take away the same. But, to make the matter clear it is expressly provided in said agree-ment that it does not in any way 'modify or lessen the liability of said surety under said bond to persons other than said County."

of Settlement 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 teld the State Highway Commission it would expend this season on new work if that commission would contribute \$50,000.00 of state funds towards up with said commission and obtained its consent to a reduction of said amount to be expended by the Country from \$40,000.00 to \$35,000.00, and a new promise from said com-

and a new promise from said com-mission of its \$50,000.00 contribu-tion on condition that the County would expend \$35,000.00

Contemporaneously with the making of this settlement with the Consolidated Contract Co. the County court awarded a new contract to the tandifer-Clarkson Co. for parts of he unfinished work covered by the ontract with the Consolidated Con-ract Co. These new contractors are eputed to be highly competent and horoughly reliable and we hope and pelieve they will prove so in their work. We prepared the contract ex-scuted with them which conforms in he main to the printed form of con-ract issued out of the State Highway Engineer's department; but we neluded in said contract a provision of large value to Columbia County—that after said contractors have sarned \$60,000.00 under said contractors. ract Columbia County may, at its option, terminate said contract by otifying said contractors in writing of such termination. Furthermore s to new work as distinguished from inishing-up work covered by this ew contract, the unit prices to be aid to the new contractors on some of the largest items of work included in the new contract are less that the mit prices for the same items in the ld contract.

We have undertaken herein to in licate some of the reasons why we commended the nade last Satusday with the Consolilated Contract Co. Much more night be said in justification of said settlement from the standpoint of Columbia County, but we think we tave said enough to satisfy any fairninded person that you and your at-orneys carefully guarded the intersts of Columbia County in the ne-otiations that led up to said settle-nent and rendered it good services n accomplishing said settlement.

Yours very truly,
MALARKEY, SEABROOK &
DIBBLE,
Per DAN J. MALARKEY.

COURT PROCEEDINGS

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

Saturday, June 26, 1915.

fudicial Day. Court came pursuant to adjourn hent. Officers all present. Due pro-lamation being made, the following

roceedings were had: In the matter of the construction of a steel bridge across the Clatska-ile river, near Clatskanie, on the Ha-el Grove road:

On this day proposals for con-tructing a steel bridge across the latskanie river, near the city of 'latskanie, on the Hazel Grove road, eccording to the plans and specifica-ions as prepared by the State Highvay Engineer, were opened and ex-

he sum of \$1862.00.

s ordered that the same be and are

ereby rejected Whereupon, Court adjourned.

SCAPPOOSE.

Mrs. Emma Merwin and Mr. and Ara. Sifert of Portland, spent Sunlay visiting their friends at Scap-

Mrs. Rose Watts and Mrs. R. F. liblock spent the week end at Seaide and report that thriving burg as Il ready for the outing season.

The Fourth of July committee re hard at work on the details for our coming celebration, and a big afe and sane time is promised. The Warren brass band is being employed or the occasion and many other

inique features are promised. Lew Snider is planning a neat sungalow, to be erected on his place iear Honeyman's station. Lew h t wide awake man and will do much

o improve the country. Supervisor Mackay is top dressing he main road with screenings hauld from the St. Helens crusher, and promises to give us a fine road for

he season's travel. Many Washington automobiles are sassing through our county on the vay to the big exposition at San

'rancisco. Mrs. Burt West and O. M. Washsurn were elected clerk and director espectively, at the school meeting

on Monday. An additional teacher will be placed in the High School for the ext year, owing to the number of tudents therein.

The Italian sub-contractors on the lmith road have been discharged by toadmaster Titus for failure to comoly with the specifications.

Mrs. Lily Schell of Seaside, is visting her brother, G. W. Grant, durng the week.

Wanted—To rent a good plane by estate has since acquired by opera-responsible parties. Call or write tion of law or otherwise, in and to The Mist office.

In the Circuit Court of the State of Oregon, for the County of Columbia. Ida R. Clark, Sara Morse, Jacob Heg-ele, 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. vs. The Unknown Heirs of Schubei 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. Described in Plaintiffs' complaint. scribed in Plaintiffs' complaint, De-

fendants.
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 inter-est 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 and answer the complaint filed against you in the above entitled suit within six weeks from the date of the decree and judgment against you as prayed for in plaintiffs complaint, to-wit: a decree of the above mentioned court adjudging that the above namginning at the southwest corner of the Schubel C. Achilles Donation Land Claim, being claim No. 57, no-tification number 4325, in Columbia county, State of Oregon, running thence east 40.25 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, Rec-ords 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 46 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 Achil-les 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 south west corner of the land heretofore conveyed to Henry Heizenreter and Christian 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 mined by the Court, being as folws:

Portland Bridge and Iron Co. for
he sum of \$1862.00.
Pacific Iron Works, for the sum of
1964.00.
Cowlitz Bridge Co., for the sum of Cowlitz Bridge Co., for the sum of t2200.00.

P. W. White, for the sum of t2444.00.

County that the County that the County that the countern boundary line of the Schubel C. Achilles Donation Land Claim, being the countern boundary line of the Schubel C. And it appearing to the Court that claim No. 57, notification No. 4325, ill of said proposals are too high, it 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 prop erty and for such other and further relief as to the court may seem able. 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 space.

lumbia county, Oregon. SWEEK & SHELTON and

C. L. SWEEK,
Attorneys for Plaintiffs.
Date of first publication, May 21, 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 essell all the real property of said es-tate, at private sale, the undersigned, the administrator of said estate, will, 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, 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 opera-

the following described real property

lying and being in Columbia County, State of Oregon, to-wit: The south-east quarter of the northwest quarter of the south-east 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 lying and being in Columbia County, publication of this summons, and if

gon. L. R. RUTHERFORD, Administrator of the estate of Frank A. Swangren, deceased. Dated at St. Helens, Oregon, June

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 ans-wer 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 first publication of this summons, towit: on or before the 2d day of July,
1915, and if you fall to so appear and
answer the said complaint, for want
thereof, the said plaintiffs will take in his complaint, to-wit: For a decree dissolving the bonds of matri-mony heretofore and now existing between the plaintiff and defendant ed plaintiffs are the owners in feel herein, and that plaintiff be decreed simple in severalty of the following described real property, to-wit: Beginning at the southwest corner of County, Oregon, freed from any claim of defendant, and for such other and further relief as to the court may eem equitable and just.

This summons is published by or-der of the Hon. A. L. Clark, Judge of the County Court of Columbia County, State of Oregon, made and enter-ed 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 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.

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 5th day of June, 1915. A. JALOFF, Administrator of the estate of Ed. Black, deceased. Residence Astoria, Oregon. June 11, Jul 9.

SUMMMONS.

In the Circuit Court of the State of regon, for Columbia County. Emma Bumgardner, plaintiff, vs. James Bumgardner, defendant. To James Bumgardner, above named defend-ant: In the name of the State of Opegon, you are hereby required to ap-pear 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 Woodcraft, meets the second and urth Tuesday afternoon of each month at Houlton, Oregon.
AGNES DIXON, G. N.

ANNA RICHARDSON, Clerk.

Columbia Encampment, No. 77, O. O. F. meets in the I. O. O. F. all, on the second and fourth Columbia Encampment, No. 77, 1, 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 even-ing in Castle Hall, St. Helens. Vis-iting 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, L O. O. F.

each month, visiting members are al-ways 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.

Tillicum Tribe No. 52, Improved O. R. M., of Yankton, Ore., meets at its wigwam, second and fourth Sat-urdays 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 pray-ed 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, Em-ma Vassaw, and for such other and ma Vassaw, and for such other and further relief as the court may deem meet and equitable.

suance 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 thereofter to and including the week thereafter to and including the issue of July 2, 1915. W. L. COOPER, Attorney for Plaintiff, 926 Chamber of Commerce, Port-

land, Oregon.

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I. O. DIVENS, Agent, HOULTON, ORE.