

## What Might Have Been

By F. A. MITCHEL

Jean Dufour and Edouard Boyer when the great European war broke out were intimate friends. One of their girl companions, Clochette Larrabee, had received a declaration of love from each, but neither man knew of the other's proposal, nor did Clochette tell them or make any difference in her treatment of them from what it had been. The truth is that both these declarations were made shortly before the young men marched away in the same regiment to meet the German invasion.

In the battle of the Marne Boyer was severely wounded and was sent home to recover. Clochette nursed him, but showed only the sympathy of a friend. She also revealed such solicitude for Dufour that Boyer knew she had given him her heart. He recovered from his wound and before he returned told her that he knew she loved his friend. Then she admitted that such was the case, but charged him not to communicate it to Jean.

"For," she said, "if Jean is killed and my marrying you will add to your comfort I will do so."

Edouard shook his head mournfully, but said nothing.

It did not occur to Clochette that she had given Boyer a reason to wish for his friend's death. Did such a wish thrust itself unbidden into Boyer's breast? Such a thought might come to any one under similar circumstances.

Dufour was ten years older than Boyer. They had been playmates, and Dufour's superior age and strength caused him to look upon his friend as something to be protected, though Boyer seemed perfectly able and willing to take care of himself. This feeling of an older for a younger brother clung to Jean in the war, and if there was any exposure needed from one or the other Jean insisted upon bearing it. Not that Edouard assented to this. Indeed, he did what he could to defeat his friend thus from favoring him.

One day a comrade in passing from an advanced trench to one in the rear was felled by a bullet before he reached his goal. Jean and Edouard both started to bring him in. Jean ordered Edouard back. Edouard rebelled and so fiercely that his friend was surprised. Both went to the rescue, and for a wonder both returned unharmed with the wounded man, though they carried him through a storm of bullets.

Jean Dufour was puzzled as to the cause of his friend having become so harsh with him at his having desired to assume the risk of bringing in the wounded man. It was the first time Edouard had ever protested with irritation against being thus favored. But Edouard volunteered no explanation, and Jean asked for none. Nevertheless from that time there was something unexplained between them, the first of its kind, for up to that time the relation between them had been that of older and younger brother.

One day the Germans made an onslaught upon a certain position defending Verdun. For awhile trench fighting was abandoned and the battle was in the open. The regiment to which the two friends belonged was much scattered, but Jean, ever solicitous for his friend, kept him in sight, and in time the two found themselves in what, before a destructive fire had robbed it of its trees, was a forest. Edouard had gone in advance of his comrades, and Jean went to bring him back. In this way both had been left on neutral ground. There was nothing for them to do but hide behind what was left of some tree that had been shot away above. Jean chose a log and Edouard a stump.

A small party of Germans came to occupy the ground. The officer commanding them was heard to say: "I saw a Frenchman duck near here. We must find him before we move on. Show no quarter."

Edouard arose and began to fire at the squad. Before Jean could realize the situation his friend fell, riddled with bullets. Then the Germans hurried away.

Jean Dufour remained where he was and when night fell went to the body of his friend, took it up and carried it into the French lines.

Jean was at a loss to understand why Edouard had not waited until the Germans found him. The more he thought of Edouard's act the more he was puzzled. At the same time the words of the German officer that there was one man to be found would come up in Jean's mind to suggest that Edouard had sacrificed himself that Jean might escape.

Some months after this Jean Dufour was so badly wounded as to incapacitate him for further service and was sent home.

He recounted to Clochette the circumstances attending Edouard's death. It was not until after Jean and Clochette were married that she revealed to her husband the remarkable sacrifice his friend had made for him and her. Not until then did Jean know that had Edouard returned instead of Jean he would have possessed Clochette.

There is nothing more sacred with Jean and Clochette Dufour than the memory of Edouard Boyer. Jean had marked the place where Edouard's body was buried, and together the husband and wife made a pilgrimage to the spot and removed the body to a place near their home where they could keep the grass green.

## ANOTHER ANTI-BOND ISSUE EXPLODED

Opponents Maliciously Allege That Only a Few Counties Will Benefit.

In an attempt to array different counties against the \$5,000,000 road bond bill, opponents of the measure are maliciously alleging that few counties will be able to avail themselves of the bond measure for the reason that the cost of preparing roads for hard-surfacing under the terms of the bond bill will exceed the actual cost of hard-surfacing and, therefore, be greater than those counties can afford.

Meeting this misrepresentation, the State Highway Commission at its recent meeting in Salem reiterated its previously announced policy on this subject. All that will be required of the counties under this policy will be the preparation of grade of the roads to be hard-surfaced. This means that a county will merely need to bring a road to grade and drain it before the state applies the hard-surfacing. The rock base is considered a part of the hard-surfacing and will be built by the state, assures the Highway Commission.

## POLK COUNTY IS FOR GOOD ROADS

"The people of my county are just about ready to adopt the good roads slogan of the Clatsop County enthusiasts—'Make It Unanimous'—so far as the \$5,000,000 road bond bill is concerned," reports C. L. Hawley, a farmer and stockgrower of McCoy, Polk County. "Of course, the voters of my home county are not a unit for the measure, but I find very little opposition to it."

"I think I am safe in saying that under the present system of road construction in this state and considering the amount of money we have expended on them, the roads of Polk County compare favorably with those of any other county in the state. But we are not satisfied. We want more and better roads and believe the proposed bond measure offers a practical plan for inaugurating an era of permanent road construction from which every section of the state will benefit without increasing direct taxes."

"When it comes to a choice between being in mud up to our knees or being in debt up to our knees my people are willing to assume something of a financial obligation if it will insure getting us out of the mire."

Harvey G. Starkweather, of Milwaukie, Clackamas County, for 23 years a member of the Grange and who assisted in drafting the rural credits legislation in this state, has the following to say in approval of the pending \$5,000,000 road bond bill:

"I am not prepared to say whether this bill is as good as the one proposed by the State Grange committee or not, but the question now up to the Oregon voter is upon the bond issue, and speaking from the standpoint of a farmer and Granger since 1894 I feel that the state's interest will be best served by an affirmative vote on the measure next June, and I sincerely hope when the whole question has been carefully studied that the Grangers of the State, including the State Master, will be found on the side of progress, assisting to pull Oregon out of the mud."

"A good road is a thing that will last forever, when properly kept in repair," remarks an exchange. "The next generation has no right to be enjoying an improvement that their fathers sweat to pay cash for. The children of today can use the improved roads in going to school so why shouldn't they help pay for them. Under a bonding system the cost is distributed over a long period of years and is more just than a pay-as-you-go system which means a heavy tax upon the farmers of today if roads are really made good, or it means a continual tinkering with the roads and eventually getting no real improvement."

In an editorial indorsing the good roads bond bill, the Portland Journal said in part:

"Shall we go on wasting tax money in the filling of mud holes or shall we concentrate our expenditures on the most important roads and when they are made efficient pass on to the next in importance and so on?"

"Shall we continue to spend forty or fifty million dollars during the next ten years without system, as at present, or shall we spend that amount in a business-like way on some definite plan?"

"We can not get away from the fact that we must spend for good roads whether we have them or not."

The state bonding act (good roads) does not mean that an indebtedness will be incurred. It means that the state will use its credit to build a hard surface road in different parts of the state which the revenue from automobile licenses will pay for in years to come. It does not mean a reduction of taxes for has not the old system of filling up mud holes been an extravagant and useless expenditure of the taxpayers' money.—Silver-ton Tribune.

## Legal Advertisements.

### Notice of Sheriff's Sale

By virtue of an execution in foreclosure and order of sale duly issued out of the Circuit Court for the State of Oregon, in and for Jackson County, to me directed and dated on the 13th day of April, 1917, in a certain suit therein, wherein the Ladd and Tilton Bank a corporation, as Plaintiff, recovered judgment and decree against M. P. Schmitt, trustee of Trail Lumber Company, a corporation, bankrupt, for the sum of \$2,061.10, together with interest thereon at the rate of 7% per annum from April 22d, 1913; \$91.68 with interest at 6% per annum from April 5th, 1916; \$26.08 with interest at 6% per annum from April 5th, 1916; \$18.79 with interest at the rate of 6% per annum from April 5th, 1916; \$28.36 with interest at 6% per annum from April 5th, 1916; \$70.19 with interest at 6% per annum from April 5th, 1916; \$5.17 with interest at the rate of 6% per annum from July 29th, 1916; \$7.61 with interest at the rate of 6% per annum from July 29, 1916; \$23.52 with interest at 6% per annum from July 29, 1916; and the further sum of \$200.00 attorney's fees, and the further sum of \$44.25 costs, which judgment was entered and docketed in the Clerk's office of said Court on the 5th day of April, 1917.

Notice is hereby given that, pursuant to the terms of said execution, I will, on the 22d day of May, 1917, at 10 o'clock A. M. at the front door of the Courthouse in Jacksonville, Jackson County, Oregon, offer for sale and will sell at public auction for cash to the highest bidder, to satisfy said judgment, together with the costs of this sale, subject to redemption as by law provided, all of the right, title and interest that Trail Lumber Company, a corporation, M. P. Schmitt trustee of Trail Lumber Company, a corporation, bankrupt; Geo. B. Weatherby Co. Inc., a corporation; A. E. Orr, E. L. Stickney, J. T. Bradshaw, First National Bank of Medford, a national banking corporation; J. I. Lumber Company, a corporation; Dant & Russell, Inc., a corporation; Tyson Beall, and Wm. Milnes, or any of them, had on the 22d day of April, 1913, or have since acquired or now have in and to the following described property, situated in Jackson County, State of Oregon, to-wit:

The north half of the Northwest quarter of Section 22, and the east half of the southwest quarter and the southeast quarter of the northwest quarter of section 24, all in Township 37 South, of Range 3 West of the Willamette Meridian, in Oregon.

Dated this 16th day of April, 1917.

RALPH G. JENNINGS,  
Sheriff of Jackson County, Oregon,  
By LESLIE W. STANSELL, Deputy.

### Notice of Sheriff's Sale

By virtue of an execution in foreclosure and order of sale duly issued out of and under the seal of the Circuit Court of the State of Oregon, in and for the County of Jackson, to me directed and dated on the 7th day of April 1917, in a certain suit therein, wherein I. W. Haines as Plaintiff recovered judgment against J. C. Edwin Shipley, A. H. Sunderman and Lulu M. Sunderman his wife defendants, for the sum of Five Hundred (\$500.00) less \$5.00 paid March 16, 1916, with interest thereon from May 27, 1915 at 6%, and the further sum of \$13.75 paid for fire insurance and \$50.00 as attorney's fees, and with costs and disbursements taxed at \$14.40, which judgment was entered and docketed in the Clerk's office of said Court in said County on the 31st day of March 1917.

Notice is hereby given that, pursuant to the terms of said execution, I will on the 15th day of May, 1917, at 10 o'clock A. M. at the front door of the Courthouse in the City of Jacksonville, in Jackson County, Oregon, offer for sale and will sell at public auction for cash to the highest bidder, to satisfy said judgment, together with the costs of this sale, subject to redemption as provided by law, all of the right, title and interest that the said defendants, J. C. Edwin Shipley, A. H. Sunderman and Lulu M. Sunderman, his wife, jointly or individually, had on the 27th day of May, 1914, or have since acquired, or now have in and to the following described property, situated in Jackson County, State of Oregon, to-wit:

Beginning at a point on the east line of Oak Street, Two hundred and seventy-one feet northerly from the southwest corner of Block Three (3) in the original townsite of Woodville (now Rogue River) as the same is shown on the plat thereof, filed as a public record in the office of the County Recorder in and for said Jackson County; Running thence northerly twenty-five (25) feet; thence east one hundred (100) feet; thence south twenty-five (25) feet; thence west

one hundred (100) feet to the place of beginning; together with the tenements and hereditaments thereunto belonging.

Dated this 10th day of April, 1917.

RALPH G. JENNINGS,  
Sheriff of Jackson,  
County, Oregon.  
By LESLIE W. STANSELL, Deputy

### Notice of Sheriff's Sale

IN THE CIRCUIT COURT OF THE STATE OF OREGON, IN AND FOR JACKSON COUNTY.

Francis A. McCargar, Plaintiff,  
vs.

Rogue River Farm Products Company, a corporation, Northern Bank & Trust Company, of Seattle, Washington, a corporation, and W. H. Walker, Defendant.

Notice is hereby given that by virtue of a writ of execution issued out of and under the seal of the above-entitled court in the above entitled cause, to me directed, and dated April 7, 1917, and which writ was issued upon request of plaintiff and in compliance with and upon a judgment, decree and order of sale rendered and entered in the above entitled court and cause on March 31, 1917, and duly docketed in Volume—at page—of Judgment Docket of above entitled court and wherein the plaintiff, Francis A. McCargar, recovered judgment against the defendant Rogue River Farm Products Company, a corporation, for the following sums, namely: \$1,838.21, being the amount of principal and accrued interest due at the date of said decree upon the note and mortgage therein foreclosed; the further and additional sum of \$21.22, being the amount of taxes expended by plaintiff upon the mortgaged premises pursuant to the terms of said mortgage; the further and additional sum of \$160,000 adjudged to plaintiff as reasonable attorney's fees in said suit; and the further and additional sum of \$37.50 taxed as costs and disbursements in said suit; with interest on said judgment, including the aforesaid several sums, at the rate of 8% per annum from the date of said judgment and decree, namely, from March 31, 1917; and by which decree the said above named defendants are and each of them is re-foreclosed of all right, title, estate, lien or interest in or to the hereinafter described premises, including all interest that said defendants above named, or any of them had therein on May 21, 1914, or which they, or any of them, have since acquired or now have therein, and by which decree the same is ordered to be sold for the satisfaction of the aforesaid judgment:

NOW, THEREFORE, by virtue of said judgment, decree, order of sale and execution, and in compliance with the commands of said writ, I will on Monday, the 7th day of MAY, 1917, at the hour of 10 o'clock A. M. of said day at the front door of the court house in Jacksonville, Jackson County, State of Oregon, offer for sale and sell at public auction, to the highest bidder for cash in hand, subject to redemption as by statute provided, the following described real property and all interest that the defendants above named or any of them, had therein on May 21, 1914, (the date of the mortgage foreclosed in said cause,) or that they have since acquired or now have therein, or so much thereof as may be necessary to satisfy said execution, judgment, decree and accruing costs, to-wit:

The Northwest quarter of Northwest quarter, and Lots Nos. ONE (1), TWO (2) and THREE (3) in Section Twenty-two (22), in Township Thirty-seven (37) South, Range ONE (1) West of the Willamette Meridian, containing 52½ acres, together with all tenements, hereditaments and appurtenances thereunto belonging, all being situated in Jackson County, State of Oregon.

DATED this 7th day of APRIL, A. D. 1917.

RALPH G. JENNINGS,  
Sheriff of Jackson County, Oregon,  
By Leslie W. Stansell, Deputy.  
Date of first publication April 7, 1917.  
Date of last publication May 5, 1917.

### Notice of Final Account

IN THE COUNTY COURT OF THE STATE OF OREGON IN AND FOR THE COUNTY OF JACKSON.

In the matter of the Estate of Lewis A. Wait, Deceased.

NOTICE IS HEREBY GIVEN that the undersigned as administrator of the Estate of Lewis A. Wait, deceased, has filed his final account in the County Court of the State of Oregon in and for Jackson County and that Monday the 7th day of May 1917, at the hour of 10 A. M. of said day in the court room of said court has been named by the said court as the time and place for hearing all objection thereto and settlement thereof.

Dated at Jacksonville, Oregon, this 7th day of April 1917.

JOHN A. WAIT,  
Administrator of the  
Estate of Lewis A.  
Wait, Deceased.

First publication April 7, 1917.  
Last publication May 5th 1917.

## A DOLLAR'S WORTH FOR A DOLLAR SPENT

Assurance Is Given That All Funds Will Be Economically Expended.

In the selection of a Highway Engineer at an annual salary of \$3500, the State Highway Commission threw another bombshell into the camp of those opposing the road bond bill. Opponents of this measure had been predicting that a \$5000 or \$6000 man would be given this job. The action of the Commissioners in this important matter only corroborates the assurance previously given that they will safely and economically expend all funds entrusted to them. It is entirely in keeping with the announced policy of the Commission that it will give a dollar's worth of value for every dollar expended in all matters connected with road construction. Mr. Nunn, the Highway Engineer, was selected because of his efficiency. He has had years of experience in road building and the records of his work show the most satisfactory results at a low cost to those footing the bills.

## IS MR. SPENCE CONSISTENT?

Four years ago C. E. Spence, Master of the Grange, advocated the Grange bill which proposed the issuance of 6 per cent bonds by counties for construction of permanent roads, the bonds to be paid by direct tax levy.

Mr. Spence is now vigorously opposing the road bond bill which proposes issuing \$5,000,000 twenty-five-year 4 per cent bonds for hard-surfaced roads. A direct tax is not imposed for the retirement of these bonds. Ample revenue to pay the interest and retire the bonds at maturity is already provided by law from the increased automobile licenses and the existing one-fourth mill state road tax which has been a fixed tax against all property in the state for the last four years. In other words, the bill to be passed upon by the voters at the June election will not increase the general taxes of the individual.

If Mr. Spence was right in 1912 he is wrong now.

### Notice of Final Account

IN THE COUNTY COURT OF THE STATE OF OREGON IN AND FOR THE COUNTY OF JACKSON.

In the matter of the Estate of August Rehkopf, Deceased.

NOTICE IS HEREBY GIVEN that the undersigned, as administrator of the Estate of August Rehkopf, deceased, has filed this his final account in the County Court of the State of Oregon in and for Jackson County and that May 14, 1917 at the hour of ten o'clock in the forenoon of said day in the court room of said court has been named by said court as the time and place for hearing all objections thereto and settlement thereof.

Dated at Medford, Oregon, this 13th day of April, 1917.

HENRY A. REHKOPF,  
Administrator.  
First publication April 14, 1917, and last publication May 12, 1917.

### Summons.

IN THE CIRCUIT COURT OF THE STATE OF OREGON IN AND FOR JACKSON COUNTY.

Charles Nickell, Plaintiff,

vs.

Chas. B. Wolcott, defendant.

Action at law to recover money.

To Chas. E. Wolcott, the above named defendant:

You are hereby required to be and appear in the above-entitled court and cause on or before the expiration of six weeks from and after the date of this publication of this summons to then and there answer the complaint filed against you in the above entitled court and cause, and if you fail to so appear you are hereby notified that plaintiff will apply to the court for a judgment against you for the sum of \$74.29 with interest thereon at 10% per annum from May 30, 1895, and for the further sum of \$50.00 reasonable attorney's fees, and for the costs and disbursements of this action to be taxed.

You are further notified that plaintiff will apply to the court for the sale of sufficient of the real property heretofore attached herein to satisfy said judgment which real property is described as follows to-wit: NE¼ of NW¼ NW¼ of NE¼, NW¼ of SE¼, Section 7, Twp. 37, South, Range 2 West, and E¼ of NW¼, SE¼ of SW¼ in Section 12, Twp. 37, South, Range 3 West, all in Jackson County, Oregon.

This summons is served upon you by publication thereof pursuant to the order of Hon. F. M. Calkins, Judge of the above entitled court and which order is of date March 24, 1917.

The date of the first publication of this summons is March 24, 1917.

CHARLES PRIM  
Attorney for Plaintiff.

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## Change in Southern Pacific Time Table.

Effective Nov. 13, 1916.

NORTH BOUND TRAINS.

14 Portland Passenger.....8:20 A.M.  
16 Oregon Express.....6:20 P.M.  
12 Shasta Limited .....2:18 A.M.

SOUTH BOUND TRAINS.

15 California Express .....10:50 P.M.  
13 San Francisco Express...9:05 A.M.  
11 Shasta Limited .....3:20 A.M.  
17 Ashland Passenger .....4:35 P.M.