

# Molalla The Prairie City of Western Oregon

## To Be Supplied With Electric Interurban Railway Service By Portland, Eugene & Eastern Railway Company

### MOLALLA

MOLALLA is 36 miles from Portland, and the trading center of a vastly rich agricultural and horticultural district at the Eastern extremity of the Molalla Valley. For 50 years Molalla has remained a cross roads village because of not having railroad transportation facilities. The Portland, Eugene & Eastern line will reach Molalla in July, and within a short time thereafter the district will be supplied by electric service.

### Lot and Acreage

### SALE

## Saturday MAY 24th

### OPENING SALE

MOLALLA will have no competition in making a substantial town, Oregon City 18 miles distant, Canby and Woodburn 12 miles, and Silverton 14 miles, being the nearest cities. Hart and Metzler, the well known hop merchants of Portland, have purchased the land between the terminus of the P. E. & E. and the old town of Molalla. Lots will be offered for sale at Molalla on Saturday, May 24th.

## MAKE MOLALLA MOVE

RESIDENT AGENT,

# W. W. EVERHART,

MOLALLA, OREGON

Molalla - Clackamas Land & Improvement Co.

32 Russell Building

Southwest Corner 4th and Morrison Sts.  
PORTLAND, OREGON

### Wants, For Sale etc.

FOR SALE.—Indian Runner Duck eggs \$1 for 12 by Parcels Post. Geo. Hamilton, Route 1, Oregon City.

FOR SALE or TRADE.—House and lot in Eugene for Clackamas or Multnomah County property, address Will Moehnk, Oregon City, Route 4.

WANTED.—Honey bees in any kind of stands. Will pay \$1.00 per stand and call and get them anywhere, within 20 miles of Canby. Address, M. J. Lee, Canby, Oregon.

WOOD FOR SALE. Anyone wanting a carload of 16 inch Oak wood (seasoned) call on W. W. Irvin, Aurora, Oregon.

Calves or pigs wanted. Will trade potatoes for stock. Phone B52 City or call at Meldrum Farm.

Sheriff's Sale. In the Circuit Court of the State of Oregon for Clackamas County. John E. Newton, Plaintiff, vs. R. J. Wolicki, Defendant.

Under and by virtue of an order of sale and decree of foreclosure issued out of the Circuit Court of Clackamas County, State of Oregon, on the 14th day of May, 1913, in the above entitled suit wherein John E. Newton, the above named Plaintiff obtained a judgment and decree against said R. J. Wolicki, Defendant, which said decree was on the 14th day of May, 1913, entered in Book 33, page 451, records of said Court, I am commanded to sell the following described real premises: All of lot No. Two (2) Canby Gardens, Clackamas County, Oregon, as described in plat thereof recorded in the office of the County Clerk of Clackamas County, Oregon. Together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Notice is hereby given that on Saturday the 14th day of June, 1913, at 11:30 o'clock A. M. of said day, at the front door of the County Court House at Oregon City, Clackamas County, Oregon, I will in obedience to said order of sale and decree of foreclosure sell the above described real property or so much thereof as may be necessary to satisfy plaintiffs judgment with interest thereon and attorney's fees herein, costs and accruing costs to the highest and best bidder for cash in gold coin of the United States.

E. T. MASS, Sheriff for Clackamas County, Oregon. By R. J. STAATS, Deputy. O. D. EBY, Attorney for Plaintiff.

Final Notice. Notice is hereby given that the undersigned, executor of the estate of Thomas Martin deceased, has filed her final account in said estate in the County Court of the State of Oregon for Clackamas County, and that the Judge of said court has appointed Monday, the 15th day of June, 1913, at 10 o'clock A. M. for hearing objections to said account and for settling said estate.

ALVARETTA S. MARTIN, Executrix. BROWNELL & STONE, Attorneys for Executrix.

## COURT PROBE ENDS IN PITIFUL FARCE

Nearly 200 citizens who gathered in W. O. W. hall Saturday afternoon to hear the report of the joint committee investigating complaints against the county court found that one faction had assumed control of the proceedings, and that the report presented to them was that of this portion of the joint committee alone. As a result of this turn of affairs, the spectators were treated to some unexpected developments; one of which was the booting from the platform of O. D. Eby, chairman of the committee appointed by the Live Wires of the Commercial club to act with Messrs. M. J. Brown, R. Schuebel and S. L. Casto in the investigation.

Mr. Eby endeavored to obtain the floor to state that the Live Wires' committee would submit its own report, being unable to endorse the report of the three men of the ruling faction, but cat-calls, yells and abuse made it unable for him to speak. Shortly after this he left the hall, and the remaining faction ran matters as suited themselves. After they had presented their report, which was done by Mr. Schuebel, Mr. Brown withdrawing from the center of the stage temporarily, two resolutions were introduced and adopted. These resolutions follow:

Resolved, That the Morning Enterprise be censured for their attack on the integrity and honesty of the report of the joint committee, and that the Oregon City Courier be commended for opening its columns for the benefit of the community.

By H. W. Hagerman:

"Whereas, the report of our committee shows that our present county court has handled the affairs of Clackamas county, Oregon, in a careless, extravagant and unbusinesslike manner; therefore be it

Resolved, That we condemn the action of our county court and that we take legal steps to remedy same and proceed with the trial.

The report of Live of the members of the joint committee follows:

TO THE VOTERS AND TAXPAYERS OF CLACKAMAS COUNTY.

We, the committee appointed by the mass meeting held in Woodmen hall, April 12th, to investigate charges against the county court, beg leave to report as follows:

In the matter of the complaint of George Lazelle that Road District No. 15 had levied a special road tax of \$2700.00, which had not been spent as the people intended, we found that insofar as the money is concerned \$2700.00 was raised and so far about one half is spent. The balance of \$1350.00 is on hand, we were told that it was to be divided into three equal parts. Mr. Lazelle's complaint, which speaks for itself:

Oregon City, Ore., April 29, 1913.

To the investigating committee of the Live Wires of Oregon City and the mass meeting of the taxpayers:

The undersigned wishes to make charges against the county judge and county court, as follows:

That a six mill special tax levied by road district No. 15, for the purpose of building roads in said district and raising a fund of about \$2700.00 is partly being retained by the county court without just cause and contrary to wishes of those who paid the tax. That a system of road building was allowed by the county court whereby about 700 feet of

road was built in road district No. 15 at a cost of about \$60.00, which proves that said court is willfully mismanaging the county finances.

That Judge E. B. Beattie has made statements to certain individuals announcing that he has stopped all improvements on the south end road and intends to place all of the available money for this road district on the Canemah road on account of a personal grudge against Geo. Lazelle.

Respectfully submitted, (Signed) GEO. M. LAZELLE, Wm. Fine is road supervisor on this matter.

This money is not connected with the special tax fund held up by the court. We have examined the records in regard to one E. D. Olds' charges against the court in building bridges and letting contracts contrary to law, having compared the records with Mr. Olds' statements we find that in regard to the Fisher's mill bridge. He is short in his figures as to the cost of the bridges, as we have found records showing that \$3785.20 was paid, exclusive of cement, we also find in the same month a bill of J. R. Myers for hauling cement to Fisher's mill bridge, also a bill of \$192.00 for cement from Balfour-Guthrie & Co., the same month; Mr. Olds was unable to find any record definitely stating where the cement was used, but must naturally suppose it was used for the Fisher's mill bridge, thus making the cost of the Fisher's mill bridge \$4105.70 instead of \$2900.00 as we are by no means certain that this is all, yet as there is no intelligent record of the transaction, the bills are scattered among the supervisor's reports and as in the case of the cement, it would be necessary to take considerable time to get the total facts and be sure you had all; and as to the other bridges, the records are more faulty than on the Fisher's mill bridge. Among Mr. Olds' papers we find a letter from Mr. O. W. Severance, where he said he would have built the Fisher's mill bridge for \$3160.00, complete ready for travel, so far we could not get track of Mr. Severance, so will have to accept this letter for what is worth.

As to Mr. Olds' statement that the court did not live up to the law in regard to letting the contracts for the building of the various bridges mentioned by him, as far as we are able to determine this is true; no record has been found where bids were advertised for, according to Sec. 6368 of the (sic) Lord's Oregon Laws (page 2290 volume 3 of Lord's Oregon Laws).

In the matter of the Pudding river bridge, the Eagle Creek, Sunnyside Gulch and Clear Creek bridges, four bridges, we find Mr. Olds' statements correct, cost for the steel \$17,945.30. We also find that the Coast Bridge Co. was paid \$4500.00 for erection of the above four bridges mentioned; also \$2809.00 for tubular piers on Pudding river bridge, making a total of \$25,365.00 all told, paid Coast Bridge Co. for the four bridges, this does not include concrete piers and abutments which were put in by Mr. John Green at a cost that is hard to definitely determine, as Mr. Green's reports do not always state where the work was done, but we do find the sum of \$1352.25 spent for labor, but bills do not state where work was done. Then we find a number of bills for lumber, cement, gravel, sand, nails, spikes, etc., that no man can locate from the records, where they were intended for, only occasionally statements

shows this, but apparently the four bridges cost \$26,697.20, lumber and cement still to be accounted for. We found one bill of D. C. Robbins for cement delivered at Canby for \$473.10. We find another record of three bridges let to the Coast Bridge Co., known as Bear Creek, Rock Creek and Johnson Creek for \$6350.00 complete except painting, county to do the painting, also to Coast Bridge Co. for trestle bridge over Rock Creek for \$4800.00, Coast Bridge Co. to furnish all metal, material, perform all labor and county to furnish lumber, was not able to find the cost of lumber for want of time. Also Coast Bridge Co. for tubular piers on north end of Baker's bridge, \$2209.00, also a wooden bridge built by John Heft for \$1,060.00, complete, another built by John Nordberg on the following conditions, this is the bridge claimed to have been built for some time with no road to it for \$800.00.

On the matter of the bridge across the gulch on the Wm. Stevens road near the N. E. corner of W. T. Mattoek D. L. Co., in road district No. 2 and it appearing to the court that John Nordberg has agreed to construct the above mentioned bridge for \$800.00, specifications to be furnished said Nordberg by some one designated by the county court, along the lines discussed at the May term, it is ordered that John Nordberg be given the contract to construct said bridge. All told we find that this court has spent approximately \$59,000.00 for bridges, this does not include some work done under Mr. Green, such as concrete piers and abutments, which we did not have time to dig up.

In the matter of the suspension bridge, we find that George Scorgins was paid \$350.00 for inspecting this bridge, it appears to us after talking the matter over with T. W. Sullivan, who we think is a competent judge of such matters, that this might be alright. Mr. Sullivan said that \$25.00 per day would be about right for a competent man.

In the matter of the steam roller excessive cost charge by Mr. Olds, we find that Mr. Olds was given five acres in writing by a representative of the Buffalo Pitts people, that the manager told us that they could not live up to, claiming he was a new man, and further said that the machines sold for less money to Seattle and other counties for less money than Clackamas county paid for the for the same were secondhand rollers if the manager of the Pitts people gave us the truth Mr. Olds is not to blame for the statement made by him, although the charges apparently fall flat, as to the rollers.

In the matter of the timber cruise contract, after careful investigation, we discover the following facts: A contract was entered into with a Mr. Nease to cruise the timber of Clackamas county; Mr. Nease to be paid \$51.20 per section on a basis of 1,000,000 feet per section, saw timber to be not less than 20-in. stump, 12-inch top, piling 12 to 20-in. stump, 8-inch top, cruiser to have a 40 per cent range, as to being accurate, and the only penalty attached to a faculty cruise is in writing by the county and the cruiser select a new cruiser, who will re-cruise the tract claimed to have been improperly cruised and his decision to be final, and if a mistake is shown above 20 per cent or below figures given by the original cruise, then the cruiser must pay for the cost of re-cruising the particular tract complained of; no other penalty whatever and if the re-cruise only shows

any figures up to 20 per cent mistake above or below, the man making complaint must foot the bill of re-cruising, the person making the complaint has no voice in who shall be the new cruiser, we find that a considerable portion of the timber of Clackamas county is on lands claimed by the railroad now. Decide by the courts to be forfeited to the government, although not yet carried to the highest court, but until definitely settled we have reason to believe no tax can be collected on same.

We further find that a man by the name of Boyle is hired by the county court to follow cruisers and estimate if the cruiser is attempting to report any sections that might be short on the required amount specified to allow pay for same, this man is paid \$5.00 per day and expenses; we find from letters from Columbia county that Columbia county paid 5 7/8 cents per acre for cruising their timber, that it cost Tillamook \$45,000.00 to cruise its timber, and Clatsop county has entered into a contract to cruise its timber for 12 1/2 cents per acre, but the people of Clatsop county have served injunctions on the court to stop the cruise. We think this a vicious (sic) contract even if the timber cruising were considered good.

Month of October bill of R. B. Beattie, 170 miles, \$17.00, others like it.

In the matter of the court house repairs, we find that according to the figures and bills found the total cost was \$26,211.75. In the matter of the methods the court took to repair the court house, we find that bids were advertised for once in the Courier and Enterprise, that four bids were submitted, 3 by Chapel Brown, 1 by Lasell & Son and 1 by Clarence Simmons. The records do not show what the bids were, but simply states the fact of having employed an expert and being fully advised, rejected all bids. Mr. Lasell states his bid was about \$14,000.00, Mr. Simmons bid for about \$17,000.00, that Mr. Beattie insisted on giving the job to Mr. Simmons, that Mr. Simmons told him that he had the court house job a month before bids were called for that they, Mr. Lasell & Son, then threatened to injunction proceedings.

We found that the court hired Mr. White as referee in this matter, and he reported in favor of Lasell & Son's plans, the court then rejected all bids and hired Mr. Simmons to boss the job and did the work by day work; we find that Mr. Simmons was empowered to receive bids for material, then to consult Mr. Beattie and the two to let contracts for and buy material; we find cement was bought from D. C. Robbins, the clerk in the Oregon City Commission house for \$2.50 per barrel, cartage extra.

We found where the court has bought from Balfour-Guthrie & Co. direct the same class cement for \$2.40 f. o. b. Portland.

We found Mr. White was hired to furnish plans and specifications for court house and his plans were accepted. We employed Mr. White to take up the whole matter and go over it carefully and give an estimate as to the difference in cost of court house should be as built compared with Mr. Lasell & Son's plans.

(Here is inserted in the report a letter signed "W. A. W.", which states that for the work we estimate at \$8,000, \$9,000 and \$15,000. The letter closes with the statement that the writer believes the work could have been done for \$23,000 easily. Lack of space precludes its publication at this time.)

There are a number of other minor complaints handed in, some about timber cruiser's erroneous figures, such as A. Botney and V. Harris, on a certain 40-acre tract where it was

claimed as timber land, we found the man mistaken, if he gave the right 40-acre tract, some others similar, but have not had the time to verify every little matter called to our attention.

In the matter of the equity society's use of the court house, we find after a vote was taken up by the court on the question: "Shall all organizations be allowed the use of the court house, when not in use for court purposes, 2 to 1 against; Mr. Mattoon voting against because of the manner the question was put, he said he did not like to throw it open to everybody.

In the matter of the county's financial condition, we find that on March 31, 1913 there was on hand in the general fund \$101,631.58. Road fund in debt, \$46,700.74. By subtracting the road indebtedness fund from the general fund on hand, we have on hand at his date, March 31, 1913, \$54,930.79.

That on March 31, 1910, there was turned over to the treasurer and total on hand, \$364,021.12.

March 31, 1913, total general and road fund on hand and what was turned into the treasurer, \$561,961.89. Amount on hand March 31, 1913, general fund on hand, \$52,658.77; road fund on hand, \$36,602.84; total on hand, \$89,261.61.

By subtracting total on hand March 31, 1910, from the amount on hand and turned over to treasurer, we find that the March 31, 1913, report shows that there is \$197,940.77 more money to do business with than on same date March 31, 1910. But we find that by subtracting the amount of indebtedness or actual money not expended on March 31, 1910 from the same statement of 1913, that there is a difference of \$4,331.82 in favor of the 1913 court.

Now by subtracting the amount in favor of the condition of the 1913 court from the amount of more money to do business with we find the 1913 court had the advantage of the 1910 court of \$163,608.95, this is the condition as near as we are able to determine the facts having figured on a basis, given from the reports on the same items after balancing the indebtedness and placing the two courts on an equal footing, from this we must conclude that the 1913 court has no credit due as to being out of debt in other words they had only the same money to do business with that the 1910 court had, but had expended the same amounts, they did, this county would be in debt \$163,608.95 more on March 31, 1913 than on March 31, 1910.

Owing to the many obstacles this report is not as complete as some of you might expect, we found the records in many instances only gave part of the facts, as they took place so were compelled to dig on the outside to get the complete chain of facts and some men who could give information, would not do so, one merchant in Oregon City gave me the price on nails on a certain date, but when I wanted a statement in writing he would not do so, stating he did not want to mix up in this and then changed his figure on nails to 33 cents per keg more than he had

given me a few minutes before, however, we found that the county paid from 10 cents to 30 cents per keg more than any farmer could have bought the same nails for.

In regard to the cost of cement we hereby submit a letter from Nottingham & Co., Portland, Ore., which speaks for itself. We examined the sales book of Nottingham & Co., and found the price given was the same until January, 1912 when it declined \$190 per barrel net, f. o. b. Portland carload lots, 5 cents and 10 cents more per barrel in small lots. Mr. V. Harris bought for \$2.05 in 5-barrel lots, the county paid all the way from \$2.40 to \$2.55. Price paid for cement on repair of court house was \$2.50 per barrel through D. C. Robbins. Nottingham & Co. letter to R. Schuebel follows:

In regard to your request for our prices on lime and cement during the month of May, June, and July, 1911, in car load lots, lime was sold \$1.15 per barrel and G. G. Cement at \$2.00 per barrel net f. o. b. card Portland. Sacks were charged extra at \$1.00 per sack, which amount was refunded on return of empty sacks.

R. B. Beatty, representing the City Commission House, was given these quotations during the summer of 1911 here at our office, 102 Front street.

P. S.—Price of cement declined to \$1.90 Jan., 1912. C. W. K.

We would further recommend that a taxpayers league be organized in each school district, and one man be selected from each school district by the voters to confer with the county court before the court attempts any very expensive undertaking, such as the timber cruise deal and the bridges of importance, and that the court follow the law as to contracting for bridges. We feel that the court that is unwilling to work along such lines is unfit to serve the people and that one man from the taxpayers league be hired by the court as a buying agent for the county. Our reasons for the last recommendation is that Mr. R. Schuebel having investigated the price asked the court for steam rollers, he personally inquired, finding that the same roller could have been purchased by Mr. Schuebel for \$275 less money, and the same is true of other things. Personally, I will state I have gone over nearly all matters referred to in this report and will gladly show book, page and other records to any man who doubts the statements in this report.

On account of the vicious and untruthful matters printed in The Enterprise the morning after the mass meeting in regard to the actions of your mass meeting committee, such as that the committee had already decided on the report it might bring in; also stating that the report might already be written, we thought best to ask the Live Wires to appoint a committee to help look into the charges preferred against the court, which they did. We received this committee with uncalculated hands and are ready to return them in the same condition. They were of no use whatsoever, and as soon as we found drift of their intentions, we decided to let them work to suit themselves and make their own report, and we would do the same. We leave the result in your hands to judge the merits of the work of each committee and their findings, but do recommend that the taxpayers insist upon a more accurate way of keeping the records of the transactions so any citizen of intelligence could locate the cost of the bridges from the records, which we are satisfied no man living can do as the accounts are now kept.

Respectfully submitted,  
M. J. BROWN, Chairman,  
R. SCHUEBEL, Secretary,  
S. L. CASTO, Mass Meeting Committee.

Best Medicine for Colds.  
When a druggist recommends a remedy for colds, throat and lung troubles, you can feel sure that he knows what he is talking about. C. Lower, Druggist, of Marion, Ohio, writes of Dr. King's New Discovery is the best throat and lung medicine I sell. It cured my wife of a severe bronchial cold after all other remedies failed. It will do the same for you if you are suffering with a cold any bronchial, throat or lung cough. Keep a bottle on hand all the time for everyone in the family to use. It is a home doctor. Price 60c and \$1.00. Guaranteed by Huntley Bros. Co., Oregon City, Hubbard and Canby.

SPRINGWATER.  
Rube Tucker, who fell from his wagon some time ago, is entirely recovered.  
Ladies' Club meets at Mrs. Lacey's next Thursday afternoon.  
Hutchinson, the excellent piano soloist of Portland, will be the attraction at a free public concert in the Springwater church, May 20th, Tuesday, at 8:15 P. M. Collection will be taken to help pay for the piano. Ice cream follows concert. Mr. Hutchinson is considered to be the best player on the Coast north of San Francisco.

Rev. C. F. Aue preaches at Springwater next Sunday morning and evening; and at Eagle Creek in the afternoon.

Commercial Expert Company's School of Business. Four Months — \$35.00.

We have two objects in view in offering this Special Short Course for Stenographers and Bookkeepers: first, we expect to increase our own business so that we shall need clerical help; secondly, it will prove a most valuable advertisement for us to make competent stenographers or bookkeepers of a number of students in so short a time.

No one who becomes proficient need worry about securing a position. Uncle Sam wants men for clerical positions in the Civil Service and also in the army and navy. In the realm of accounting we are opening up an entirely new field that will give remunerative employment to as many as choose to enter it.

If you are interested in a business or shorthand course, write at once for information. Only a limited number will be admitted, and we must know in advance.

COMMERCIAL EXPERT COMPANY, Portland, Oregon.  
1526 Ostman St.

**POLK'S**  
OREGON and WASHINGTON  
Business Directory

A Directory of each City, Town and Village, giving descriptive sketch of each place, location, population, telegraph, shipping and banking points; also Classified Directory, compiled by business and professional.

R. L. POLK & CO., SEATTLE