

COOS BAY GUESTS ENJOY GLAM BAKE

Delegates to Oregon-Idaho Congress Go on Excursion to North Bend.

HOFER POPULAR OFFICER

Election is Deferred Until Salem Editor Decides Whether or Not He Can Accept Presidency Again—Hermann Speaks.

MARSHFIELD, Or., Aug. 21.—(Special.)—Going on record as approving everything that will help the move for a district-built railroad from Boise to Coos Bay, and the improvement of the Coos Bay harbor for an ocean outlet for Idaho and Central Oregon, the annual meeting of the Oregon-Idaho Development Congress closed tonight. The meeting has been a success in every way. The attendance was good, both from the outside and on the part of neighboring towns, and it may safely be said that a better spirit as a result will prevail between Coos Bay and Portland and other Oregon cities. The delegates were kept busy all day with the business session, and then, after a light dinner, they were taken to the C. A. Smith mill in Marshfield, and visited the large plant as guests of the management. During the forenoon a business session was held, but the chief work, that of election of officers, was postponed, as Colonel E. Hofer, of Salem, whom the delegates insisted must be elected, was not ready to decide whether or not he could accept again.

North Bend Gives Clam-Bake. At noon a fleet of small gasoline boats was ready at the Marshfield wharf, and the visitors were taken to North Bend, where a big clam-bake was prepared in the Simpson Park. The banquet was characteristic of the local life. Coos Bay salmon and clams making up the menu. After several courses served at tables, the guests were invited to help themselves to clams, which were baked in a big pit. The afternoon session of the congress was held in the pavilion at the park. Colonel Hofer presided, and many short speeches were made. Colonel C. E. Wood was the chief speaker, arguing in approval of a district-built railway.

Hawley Promises Aid. W. P. Evans, of North Bend, made a brief address, welcoming the people to the city. Congressman Hawley spoke a few minutes and referred to the report that the district-built railway was taken away from Coos Bay. He said that he was doing all in his power to keep it here, and was co-operating with the local people. He said, of Portland, spoke for a few minutes, and J. W. Bennett, of Marshfield, made a few remarks, telling how the people of Coos Bay had shown a spirit to do things to help themselves and therefore deserved help. George Cornwall, of the Timberman, of Portland, spoke briefly on the subject of conserving the forests and urged that everything be done to help such preservation.

Binger Hermann, of Roseburg, gave some stories of early days, and J. H. Ackerman, State Superintendent of Public Instruction, talked on good roads and schools, holding that these two things made a good community. There were also short speeches by Messrs. Wood, of Idaho, Hurlbert, of Echo, and others. At the closing session tonight C. S. Jackson, of Portland, was the first speaker. He told of the great resources of the different localities in Oregon, and said he had seen the need of the road which would reach Tillamook and now saw the need of a railway to Coos Bay, which he thought would soon come. Attorney-General Crawford, formerly a resident of this county, spoke as an old friend of the audience and discussed the railroad situation.

Hermann Given Ovation.

J. W. Bennett, of Marshfield, spoke and introduced Binger Hermann, who was received with the most enthusiastic applause on the part of local people of any of the speakers. Colonel E. Hofer has not yet made known whether he will accept the office of president of the congress, but will give his decision Monday when the Marshfield Chamber of Commerce will meet.

On the same occasion a report will be made on what has been done in the way of surveying for a road from this city to Roseburg.

SAYS PURPOSE IS SELF-HELP

Congress Resolves in Favor of State Railroads and Harbors.

MARSHFIELD, Or., Aug. 21.—(Special.)—The following resolutions were passed tonight by the Oregon-Idaho Development Congress: "At the conclusion of this, its first fiscal year of labor, the congress resolves to invite the attention of the delegates and the public to the fact that it is essentially a movement toward self-help by which the people may be aroused to the fact that their resources are their own and their strength is in themselves, and they need not and ought not to wait helplessly until relief comes from the outside. In furtherance of this principle the congress lent its aid to and believes it secured the passage of two acts of the Oregon Legislature which mark a new era in the connection of the people with their own progress and development."

Local Harbor Improvement.

"One of these is the Port Commission act, by which any community is authorized by proper procedure, including submission to a popular vote, to create a taxing district for raising funds to deepen and improve harbors and waterways within the district. Under this act four such districts have already been formed, viz: The Port of Coos Bay, the Port of Coquille, the Port of St. Lawrence and the Port of Tillamook. The beneficial impulse given to local self-help is apparent."

Building of State Railroads.

The second is the passage of an act to refer to the people the constitutional amendment to permit of state or district railway construction. The congress points out that no amendment is necessary as the State of Idaho passed such an enabling act unanimously and already a railway district has been created, including the County of Ada, in which Boise is situated, and the petition for the creating of this district was signed by the leading business men of Boise.

But the Oregon Legislature was not so sure of popular approval and the submission to the people by the initiative was only procured with the aid given by the business men of Portland, who went in a body before the Legislature and insisted that the measure be submitted to the people. To these men much credit is due.

"Resolved, That the thanks of this congress are due to the Marshfield and North Bend commercial organizations and provision for holding this congress. The hospitality of the people of Coos Bay was again fully demonstrated."

Improve Coos Bay Harbor.

"Resolved, That the importance of the Coos Bay harbor and the territory naturally seeking it as an outlet and its possible value to the naval vessels of our Nation warrant the improvement of the harbor on the most permanent plan, and that temporizing or nibbling projects are bad in real economy and injurious to the true value of the harbor. Wherefore it is further

"Resolved, That it is the decided sense of this congress, after investigation of the situation, that the General Government ought at once to undertake the improvement of the harbor on a plan substantially as indicated in project No. 2 of Colonel S. W. Roessler, United States Corps of Engineers, which may be found in S. H. R. document No. 365, 60th Congress, first session, in a letter dated 'Office of the Chief of Engineers.'"

Keep Dredge at Coos Bay.

"Whereas, it has been represented to

PROMINENT FIGURES IN WARNER WILL CONTEST



MRS. MABEL WARNER

this congress that it is intended by the War Department, in charge of river and harbor improvements, to remove the dredge Oregon, now at work on the channel at Coos Bay harbor, to Grays Harbor, Washington, and, whereas, it is further represented that the dredge was in fact constructed for work on the Oregon coast, and especially for Coos Bay harbor, due to personal efforts of citizens on Coos Bay, and that the dredge was brought to Coos Bay and operated with money furnished by private subscriptions of citizens of Coos Bay, to wit, \$5,000, and additional sums, making a total of \$20,000; and whereas, the Port Commission of Coos Bay is now offering a guaranteed fund of \$10,000 to continue the much-needed work of said dredge.

Allow No Monopoly of Passes.

"Resolved, That the good of the people has been in every age the highest law, and it is against public policy and true justice to permit those who would not build when they could to use the courts as a means of obstruction against those who seek to develop the state by the independent mode of doing so, and that a law should be passed declaring or condemning all such controlling points to the state, and that the state should not permit any right of way to be acquired therein, except upon sufficient guarantees of building in good faith, without delay and open to use by all or any other roads, under proper regulations."

Stand By District Plan.

"Resolved, That it is the decided sense of this congress that, while it will welcome all bona fide private railway building, and will aid and not obstruct, yet it believes construction and ownership of rail highways by the district plan is the correct principle, and is as feasible as the keeping open of waterways by the district or commission plan, and it is further the sense of this congress that the people ought to adopt the proffered amendments to the constitution which will come before the people in 1910."

It is unanimously resolved by this congress that under all the circumstances it would be most inequitable and unjust to interrupt the important work the dredge is now doing in Coos Bay, and which the citizens of this community are paying for, and the dredge ought, in good public policy and common decency, to remain at its present work until completed."

BETTER ROADS ARE NEEDED

Means of Rapid Transit Will Keep County Folk Contented.

MOSCOW, Idaho, Aug. 21.—(Special.)—A. F. Hitt, of Weiser, Idaho, traveling field statistician of the Department of Agriculture for Oregon, Idaho and Washington, spent a couple of days in this vicinity and left yesterday for Portland. Part of Mr. Hitt's duties are to make reports on the conditions of rural life in the Pacific Northwest. Mr. Hitt said: "In my judgment, the Northwest needs more and better roads, better rural mail and telephone services and modern means of frequent intercourse to relieve the monotony of country life. The average person can make a living easier in the country than they can in the cities or towns, but he becomes restless and the younger and ambitious are inclined to congregate in the cities."

Alleged Law Violator Freed.

GRANTS PASS, Or., Aug. 21.—(Special.)—One of the most strenuously contested cases that has taken place under the local option liquor law was tried out in the Justice Court here this week, in which E. F. Rosenkrans was charged with selling intoxicating liquor in violation of the prohibition law, on July 7.

The jury went out about 5 o'clock P. M. and did not return with the verdict until 11 o'clock last night, when the defendant was acquitted.

Railroad to Barkley Sound.

VICTORIA, B. C., Aug. 21.—Construction of a railroad from Victoria to Barkley Sound, on the west coast of Vancouver Island, is to be begun soon, English capitalists having provided \$5,000,000 to build the road. Of affairs in the little town of Weston, leave a will disposing of his \$50,000 estate, the hoarding of a life-time or did he, with premeditation for the purpose of causing untold confusion and giving his heirs something to quarrel and law over for years to come, die intestate? This is the question being asked by scores of residents of Umatilla County who have been familiar with the circumstances of Young's life and who have followed the details of the most interesting and spectacular fight for the possession of an estate, ever waged in the courts of Umatilla County, if not in the whole Northwest.

The Fight Is On

Every moment of your life, when you are at home or abroad, awake or asleep—Between the poison germs that are in air, food and water, everywhere in fact, and the billions of your invisible friends, the little soldier-corpuscles in your blood, if these little soldiers are kept strong and healthy by taking Hood's Sarsaparilla, you need have no fear of disease. Begin using it at once if you are all under the weather, or have troubles of the blood, stomach, liver and kidneys. Get it of your druggist.

FIGHT OVER WILL TO BE TO FINISH

Mabel Warner Willing to Use Up Entire Young Estate Before She Will Yield.

MAY FACE PRISON TERM

Forgery Again Laid at Door of Woman Who Is Carrying on Legal Battle to Get Possession of Property of Stepfather.

PENDELTON, Or., Aug. 21.—(Special.)—End James W. Young, pioneer resident, millowner, merchant and man

of affairs in the little town of Weston, leave a will disposing of his \$50,000 estate, the hoarding of a life-time or did he, with premeditation for the purpose of causing untold confusion and giving his heirs something to quarrel and law over for years to come, die intestate?

This is the question being asked by scores of residents of Umatilla County who have been familiar with the circumstances of Young's life and who have followed the details of the most interesting and spectacular fight for the possession of an estate, ever waged in the courts of Umatilla County, if not in the whole Northwest.

The history of the case reads not unlike a chapter from some novel. More than three years have already been consumed and there is no indication that three years more will see the close of the legal battle.

The central figure in the struggle which has been in progress since August 23, 1905, the day on which Young died, has been Mrs. Mabel Warner. This woman occupied the unique position of being both niece and step-daughter of the man for possession of whose estate she declares she will fight until she wins or dies in the attempt.

Altogether four different documents have appeared, each purporting to be the last will and testament of the late James W. Young. None of these came into the way documents of this kind usually do, while three of them made their debut under decidedly mysterious and suspicious circumstances. Two are now admitted by all concerned to be forgeries, a third has been charged with being a forgery, since its very first appearance, while the remaining one has finally been alleged to be a forgery after having been universally admitted to be genuine for more than three years.

During the time the case has been in the courts, there have been suits and counter suits, charges and counter charges. Mrs. Mabel Warner, however, has been compelled to stand trial on the charge of forgery. With the gates of the penitentiary all but swinging open for her, the jury each time failed to agree, to find her guilty. Once the 12 men stood nine to three for conviction, and it was the general belief that she would be found guilty.

It is now with Judge Gilliland's findings of fact in the latest round of the contest in which he not only holds that the "fourth" mysterious will, which Mrs. Warner is seeking to have probated and which would give her all the property, is a forgery, but that it was forged by Mrs. Warner, through and by the alleged connivance of S. V. Knox and Mrs. Della Stacey. It seems certain that she will again be called upon to face trial on a charge or charges, conviction for which will land her in the penitentiary for a long term of years.

Those who believe that Young deliberately permitted himself to die intestate for the purpose of giving his heirs something to fight over, quote the testimony of one of the witnesses in one of the trials. This witness swore on the stand that Young had said to him, a short time before his death, "If I am leaving my property for my relatives to fight over, and they will have a hell of a time."

From present appearances the \$50,000 given as the maximum value of the estate will not begin to pay the costs of the fight by the time it is finished. The position which Mrs. Warner has taken in the life of J. W. Young and in the battle which she is waging single-handed against the combined forces of the other heirs is decidedly unique. According to the story told by her some years after she and her mother had been deserted by her father, they came from their home in Michigan to Weston, at the instance of J. W. Young, her stepfather, to make their home with him. It was not long after their arrival in Oregon that Mabel's mother became the wife of J. W. Young and Mabel became his stepdaughter as well as niece.

Their reign of married bliss was short, however, and frequent quarrels were soon the rule instead of the exception. Mabel says the trouble was due to Young's jealousy of her mother, the wife being several years younger than the husband, and he having accused her of seeking the company of younger men. But though her mother and her step-father-uncle soon fell out for good, she says she remained on the farm with him and remained in his home as his child even after her mother had been banished from it for good. Mabel says he treated her exactly as though she were his own child and frequently alluded to her as his boy, his pet name for her being "Tom."

When Young died, Mrs. Warner was in Spokane and did not know of his death until she read the notice of his funeral in the Spokane papers. As soon as she was able she came to Weston to take up the search for the will, which she said she knew her uncle had left and which would give her all his property. During the progress of this search she asked permission of B. B. Hall, administrator of the estate, to look through the box containing the Young papers and kept in the Farmers Bank of Weston, of which Hall was the cashier. It was while Hall was showing her these papers that she suddenly "discovered" the "second" will to the estate. Hall has always maintained that Mrs. Warner stole the envelope, containing the document, into the box, while his back was turned, his attention having been distracted for the instant by some other member of the party. Mrs. Warner was accompanied by her brother and by her husband.

After it was found that this document was undoubtedly a forgery, a "third" alleged will made its mysterious appearance. This came through the mail to Mrs. Warner's attorney, Charles H. Carter, of this city. Carter evidently believed from the first that the document was a forgery, for instead of offering it for probate he held it in his possession until compelled by the district attorney to produce the document.

Meanwhile Mrs. Warner had instituted a civil suit to compel the performance of an alleged contract which Young had made with Mrs. Warner's mother. This was alleged to be to the effect that if Mrs. Young would not sue him for alleged money due her, she would leave Mabel with him, he would make the girl his heir, leaving her all his property at his death.

The dismissal of the forgery indictment against her and the decision in the civil suit both occurred last Fall at the same time. This was followed by a brief lull in the struggle, no more will appearing until December 15 of last year, when Mrs. Warner received the mysterious package from Walla Walla. This contained an old pocket book which had been carried by Young during his lifetime. In the notebook was the alleged "fourth" will. This was written with an old-fashioned pen and consisted of a page torn from an old ledger. Like the "second" and "third" wills, it purported to give the bulk of the Young estate to Mrs. Warner.

Aside from this document there was also a memorandum of contract, purporting to be a copy of the contract which Mrs. Warner sought to prove had been made between her and Young when they parted. Some time later Mrs. Warner also received, mysteriously, through the mail, an old letter, purporting to have been written by J. W. Young to Mrs. Clara Young, wife of Fred Young, brother of Mrs. Warner. In this letter, Carter evidently believed from the first that the document was a forgery, for instead of offering it for probate he held it in his possession until compelled by the district attorney to produce the document.

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Care of Properties

The person who acquires much of an estate usually has a large part of it in real property or some other form of investment requiring constant care. He cannot retire from business and enjoy such retirement without being relieved from the worry of his property interests.

This Company is equipped for such service, and at most moderate cost. Consultation on any phase of our service is solicited.

MERCHANTS SAVINGS & TRUST COMPANY

247 Washington Street.

time, but finally reached the crew and was brought to his home in this city today.

RIDGEFIELD NOW TOWN

INCORPORATION CARRIED BY BIG MAJORITY.

Fireworks, Noise and Watermelon Feast Follow Announcement of Voters' Preference.

VANCOUVER, Wash., Aug. 21.—(Special.)—Ridgefield is the name of the newest incorporated town in Clark County. At a special election held in the Commercial hall in that place Friday, the election carried by an overwhelming majority, 62 voting for incorporation and only 15 voted against the progressive step. It was an exciting day at Ridgefield, as a few got out and talked against incorporation, and those in favor of it did not know the strength of the opposing side. Every voter in the town was out and it is said that not one voter missed voting on the first election. There was but one ticket, it being nominated at a mass meeting of the citizens a short time ago. After the polls were closed, the votes were counted, and it was found that but 15 opposition votes had been cast, everybody joined in one grand celebration. The bells in the churches and in the schoolhouse were rung, whistles were tooted, shots fired, jubilant citizens gave vent to their joy by shouting, and then all went to the stores, bought all the fireworks left over from the Fourth of July celebration and set them off. When the fireworks had been set off and the bells ceased ringing, the jolly and jubilant crowd of progressive citizens bought all of the watermelons in town and ate them. James A. Smith, who was elected Mayor, was perhaps the happiest man of the crowd. The other members of the Council and officers elected and Councilmen from First Ward, F. H. Gilbert; Second Ward, R. S. Stryker; Third Ward, Smith Maxon; Fourth Ward, A. Murray; Fifth Ward, N. C. Hall; treasurer, E. A. Blackmore.

The County Commissioners will hold a session Monday and canvass the votes of the election, and in due time the Town Council of Ridgefield will hold its first meeting. It is said that about