

My Most Important Law Case

By JOHN Y. LARNED

My most important law case? If you mean the most important case to me individually, it was a case of breach of promise. It was a case where a woman sued a man for refusing to keep a contract of marriage and to settle on her at the same time \$100,000. The strange feature was that the man, who was madly in love with the plaintiff, was as madly desirous to marry her, but claimed that he hadn't the \$100,000 to give her.

My first interpretation of the case was that the woman was trying to bleed a man without having ever had any intention to marry him; my second was that she had a passion for getting a man in love with her. Fitz Money, the defendant, in a written appeal for Kate Jackson, plaintiff, to marry him, had agreed to settle \$100,000 on her if she would do so. He had at the time made twice that amount on the Stock Exchange, but had lost it all. For some reason that the lady kept to herself, knowing that he was unable to keep the financial part of his contract, she sued him on the agreement.

Kate Jackson was a widow, not especially good looking, but possessing a magnetism over men that enabled her to do what she pleased with them. She came into my office a stranger to me, offered me her case, and I was convinced from the first that she was simply desirous of annoying Mr. Fitz Money, though what was her object in doing so I could not imagine. There was nothing to be got out of him, and I convinced her of the fact—if she was not convinced already—but she insisted on proceeding with the case.

Since I was then struggling to gain a picture and with poverty at the same time, I consented; but not before the lady had paid me \$100 retaining fee. I was soon sorry that I had accepted it. I had spent it. I was unable to get rid of my client by returning it. Never have I had such an annoying case. Mrs. Jackson did not give me her confidence, and I was continuously in doubt as to what she was driving at. Instead of my managing the case for her she was managing the plaintiff through me. Her ground of action was that she had declined several offers of rich men to accept the defendant, that he had won her affection, her other suitors had been married, died, disappeared or failed to propose again. She had thus been deprived of a pick of several fortunes. She proved these assertions by showing me love letters from these parties, and on inquiry I learned that they were rich men. What I did not learn was that they were not still available as husbands.

Half a dozen times I had the case ready to be tried, and every time something occurred to cause delay. Once the plaintiff, who was always speculating, having made \$50,000 in wheat, offered to settle it all on her and marry her as well if she would accept the compromise. She peremptorily declined. The money was soon lost in copper, and my client to my surprise seemed suddenly mortified and showed signs of dropping the suit. I foolishly showed her a letter from the defendant, who was getting worn out as I was with the case, upbraiding her, whereupon she turned square about and demanded the whole amount for which she had sued, asking me if she could not double the claim.

Meanwhile my bills for services and costs were growing. The widow paid my bills promptly, but the costs went on accumulating. I reminded her that she would probably lose in the end, getting, if anything, a nominal award and would have to pay the court as well as my professional fees. But this did not stagger her in the least. The summer was coming on, and she went into the country, whence reports came that she had enthrilled every man who came near her. I was in hopes that she would be snared herself and drop her case against Fitz Money. No such good luck. The last week in August she wrote me that she would return immediately after Labor day and desired that I would be ready to bring her suit to trial as soon thereafter as possible.

But when she returned a change had come for Fitz Money. He had sunk a lot of money in cotton, and on winding up his debts the account showed that he owed his broker \$75,000. This was not all. His troubles, largely his affairs with the widow, had broken down his health, and he was lying very ill in a hospital.

Binger's Tramp

By LOUISE B. CUMMINGS

Binger was a great walker. He thought nothing of a five mile tramp before breakfast, and as to a day's walk, he could do forty miles. One day he was lounging in the Arlington Country club with Herbert York, boasting as to what he could do on his legs, when York offered to bet him a box of cigars that he couldn't walk twenty miles in three hours.

Binger took the bet, and a course was laid out forming an ellipse, the starting and ending point being the Arlington clubhouse. Binger had no sooner started than York telephoned to his sister Kate. "I say, Kit, I've a bet with Charlie Binger that he can't do a job of walking in a given time. I want to take you across to Hilton, you to walk him there and keep him from winning the bet."

"How can I do that?" "How can you do that? Why, by stuff and nonsense."

"What'll you give me if I succeed?" "A five pound box of candy."

"When do you propose to leave?" "I'll be with you in half an hour."

In thirty minutes Herbert York was before the door of his home in his car. His sister got into it, and they proceeded along the minor axis of the ellipse that Binger was walking to ward Hilton. But Kit declared that she would prefer to tackle the pedestrian about three miles before he reached the goal, and their course was changed to Glendale, where Kit had friends. Arriving there, her brother deposited her at the door of the Marklands, with whom she was intimate; then he returned to Arlington.

It was about 3 o'clock in the afternoon that Binger came along. Kit was on the front porch in walking costume. "Why, Mr. Binger," she exclaimed, "what are you doing here?" Binger did not propose to tell her that he was walking to win a bet from her brother. He said that he was taking a twenty mile constitutional and was on his way to Arlington.

A Double Secret

By EUNICE BLAKE

Mr. George Smith at fifty looked forward to a lonely old age. He wished to marry, but there was an impediment in the way of his marrying. At thirty he had married a girl of seventeen against her parents' wishes. Seventeen is a tender age for a woman to be placed in antagonism with her mother, and a husband who under such circumstances attempts to contend with a mother-in-law is quite likely to get the worst of it. One day, but a month after his wedding—at the end of the honeymoon—Mr. Smith went home from business to find the newly built nest deserted. His wife's mother had swooped down on her and carried off her chick.

It was six months before the bereaved husband could discover where his wife had been taken. Then he also learned that she was dead. At any rate, his mother-in-law wrote him to that effect. But whether the lady did so that she might cause him to cease to pursue her daughter or whether she wrote the truth he was not quite certain.

But now, twenty years from the date of his marriage, he met a maiden lady verging on to forty with whom he was very companionable. He never told her about his marriage, for he made up his mind to win her if possible and he would not take the risk. When he proposed to her she surprised him with a confession. She informed him that the name she bore was not hers legally. There was a long story to tell in connection with the matter of her passing under an assumed name that she would tell him if he cared to hear it, after which he might judge for himself if he wished to marry her.

Smith after a few moments of thought replied that there was a matrimonial hitch in his own case. If he told her what it was it would always worry her; if he knew what hers was he would worry him. Would it not be well for him to keep his secret and vice versa? In his own case there was not one chance in a thousand of there being any trouble. She said that the same was true in her own case. She would take the risk if he would. After awhile they concluded that what had been proposed was the sensible thing to do, and they were married.

Things don't always turn out as expected. Instead of there now being two causes for worry there were four. Mr. Smith in addition to having his own affair to trouble him had that of his wife. Mrs. Smith also had two causes of worry where she had had one. Then, too, curiosity came in to make matters worse.

The prime difficulty in their now unburdening themselves to each other was that fearing they would not adhere to their resolution of keeping their secret they had each registered a vow to maintain it inviolate. Mr. Smith, who was engrossed in business, did not find it difficult to keep his vow, but Mrs. Smith, who had little to occupy her mind, dwelt upon her husband's secret continually. One day she said to him:

"Dear, I have concluded that I must know your secret. True, you have made a vow not to reveal it, but that vow was made to me, and I release you."

"Why cannot you dismiss this matter from your mind?" he asked. "If I tell you my secret I am entitled to know yours. I don't wish to know it. Possibly if I did I might feel something, do something, say something to spoil our happiness. As it is, we are passing on without anything to mar it. Why not let the matter rest as it is? Remember Pandora and the box of troubles she opened."

This was all very well, but the curious bee had been buzzing in Mrs. Smith's bonnet so long that she could endure it no longer. However, something occurred to bring about a revelation of both mysteries. One morning the postman delivered the mail while the Smiths were at breakfast. Mrs. Smith opened a letter addressed to her and turned pale. Seeing that she was about to faint, her husband ran to her and caught her in his arms. She came to herself in a few moments.

Entered at the Post-office at Hillsboro Oregon, as second-class mail matter. L. A. LONG, Editor. County Official Paper. Subscription: \$1.00 per Annum. Issued Every Thursday. -BY- LONG & McMINNEY

Local lumbermen now have orders ahead for an extended run, and the mills will soon be running overtime.

Theodore Roosevelt is going to make a hard try for the republican nomination for the presidency. He evidently wants to be commander-in-chief in a war of his own making.

Just enough of a touch of Winter to remind us that we live not in a rigorous clime where zero is the marker for mercury.

Lloyd Tupper and family, of Portland, spent New Years with Wm. Tupper and family, of South Hillsboro.

Strenuous Admiralty Way. It was the early days of boat travel on the Ohio river when even passenger steamers stopped at landings on banks and mainlands for freight.

The storekeeper still refused, and the captain departed for his boat. A cable was quickly passed around the little building, hitched to the vessel and full steam ordered. When the shack tumbled upon its foundations, the frightened storekeeper appeared, the missing bill fluttering in his hand!—New York Post.

He Proved His Case. "Human nature is mighty queer, isn't it?" he observed to the other man on the rear platform of the street car. "Yes, I suppose so," replied the other. "People are too sensitive—altogether too sensitive."

Hot Milk in Mashed Potatoes. "The reason that really good mashed white potatoes are such a rarity in this bitter world is that the milk isn't heated before it is put into them," said the domestic science teacher. "And yet," said the pupil pensively, "I have seen wonderful soups put in cold milk."

NOTICE OF FINAL SETTLEMENT. Notice is hereby given that I, the undersigned executrix of the estate of J. M. Bridges, deceased, have filed in the County Court of the State of Oregon, my final account as such executrix and that said Court has set Monday, February 7, 1916, at the hour of 10 o'clock A. M., of said day as the time, and the County Court room in Hillsboro, Oregon, as the place for hearing of petitions to said account and the final settlement of said estate.

NOTICE TO CREDITORS. IN THE COUNTY COURT OF THE STATE OF OREGON FOR WASHINGTON COUNTY. In the Matter of the Estate of Hamilton W. Ir, Deceased. Notice is hereby given that the undersigned has been appointed by the above entitled Court as administrator of the estate of Hamilton W. Ir, Deceased, and has qualified as such by law prescribed.

Notice to Creditors. In the County Court of the State of Oregon for Washington County. In the Matter of the Estate of Sarah F. G. Knowles, Deceased. Notice is hereby given that the undersigned has been duly appointed and confirmed as executrix of the estate of Sarah F. G. Knowles, Deceased, and has qualified as such.


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SHERIFF'S SALE.
In the Circuit Court of the State of Oregon for Washington County. T. S. McDaniel, plaintiff, vs. The Farm-land Company, a corporation, John Montag, T. S. McDaniel, Frank Rickett, Eugene V. Rickett, T. T. Conway, and the United States of America, defendants. By virtue of an Execution, Judgment Order, Decree and Order of Sale issued out of the above entitled Court, but in the above entitled cause, to me directed and dated the 22nd day of December, 1915, upon a Judgment rendered and entered in said Court and cause on the 22nd day of December, 1915, in favor of T. S. McDaniel, plaintiff, and against Frank Rickett, Eugene V. Rickett, his wife, defendants, for the sum of \$155.60 with interest at the rate of 8 per cent per annum from the 22nd day of October, 1915, and the further sum of \$18.76 together with interest at the rate of 8 per cent per annum from the 22nd day of October, 1915, and the further sum of \$30 attorney fees and for the further sum of \$1.25 costs & disbursements, and the costs of and upon this writ, commanding me to sell the following real property, situate in Washington County, State of Oregon, to-wit: All of Lots Seven (7) and Eight (8) in Block Three (3) in Myers Addition to Reservoir Homes.

Notice is hereby given, that by virtue of Writ of Execution on foreclosure issued out of and under the seal of the Circuit Court of the State of Oregon, for the County of Washington, dated the 6th day of December, 1915, in favor of Theodore Bernards, plaintiff, and against Arthur West and Fannie West, his wife, George West and Frances West, his wife, defendants, for the sum of \$19,700 cost and the further sum of \$100.00 with interest thereon from the 30th day of December, 1912, at the rate of 8 per cent per annum, and the further sum of \$125.00, Attorney's fees and the sum of \$84.90, and the sum of \$98.00, to me directed and delivered, commanding me to make sale of the real property hereinafter described, I have levied upon and pursuant to said Writ of Execution on foreclosure, I will on Monday, the 19th day of January, 1916, at the South door of the Courthouse in Hillsboro, Washington County, Oregon, at the hour of ten o'clock a. m. of said day, sell at public auction to the highest bidder for cash in hand, all of the following described real property, lying, being and situate in Washington County, Oregon, and more particularly described as follows, to-wit:

SUMMONS.
In the Circuit Court of the State of Oregon for Washington County. Emma Cooper, Plaintiff, vs. Lloyd C. Cooper, Defendant. To Lloyd C. Cooper, defendant above named:— In the name of the State of Oregon you are hereby required to appear and answer the complaint of the plaintiff's filed herein against you in the above entitled court and cause on or before the 14th day of January, 1916, said date being after the expiration of six weeks from the first publication of the summons, and if you fail to so appear and answer the complaint for want thereof, the plaintiff will apply to the Court for the relief prayed for in the complaint, for a decree dissolving the bonds of matrimony now existing between the defendant and the plaintiff upon the grounds of wilful desertion on the part of the defendant, and that the care, control and custody of the minor child of the plaintiff and defendant, Frank Cooper, be given to the plaintiff, and for such other and further relief as the Court may deem just and equitable. This summons is served upon you by publication thereof in the Hillsboro Argus, a newspaper printed and published in Washington County, State of Oregon, and pursuant to an order of Honorable George R. Bagley, Judge of the above entitled court and cause, duly made and entered on the 29th day of November, 1915. Said summons will be published for six consecutive weeks. John C. Shillock, Attorney for Plaintiff, Portland, Ore. Date of First Publication, December 2nd, 1915. Date of Last Publication, January 13th, 1916.