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QUEER "AD."

THE GRANGER CASE.

A Strange Dream Fulfilled.

THE DAIRY COW.

Hillsboro - M. J. ...
H. B. LUCAS

Editor and Proprietor.

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How a Merchant Asks His Debts to Pay Up.

[From the Chatfield (Minn.) Democrat.]

MY DEAR SIR:

I want to ask you a plain question, in all kindness and sincerity, and I would like to have you answer it honestly and candidly; not in two or three years or months, but now! This week! Supposing you were poor as Job's turkey, and had invested two or three thousand dollars in an enterprise which you designed to make an exclusively cash business; supposing, as a matter of accommodation and good nature, you had trusted it out all over the country from hill to Jericho; supposing that you kept adding your means, and still "putting it on the books for a few days," until your funds were played out, like old Foot's prayer-meeting; supposing you had claims coming against you in the hands of business men who had accommodated you in good faith, and needed their money; supposing you had some pride in you, and meant to be square-toed and punctual, and hated to see a man whom you owed, when you didn't have the legal-tender in your trousers to pay his just demands, worse than you would to see in INDEX or the Devil, and supposing those whom you had accommodated felt easy and contented; "shied the track" when you went to see them, and told the wife of their bosom to answer "Not at home, or came into town and left without paying even part; supposing they held your money, and waited patiently for wheat to come up to ninety cents on a dollar, or pork to bring five or six dollars a hundred—WHAT WOULD YOU DO? Would you let your debts go, "and smile, and smile," and be a "villain;" or would you sue every mother's son of them that didn't pay you if it were the last business you transacted in town?

If you were an honest man you'd do the latter, and that's just what I'll be compelled to do, and shall do! If the Lord is God or there is a King in Israel!

I don't want money to look at (I can earn enough for that); I don't want any to salt down (I never could make it keep); but out of several thousands trusted out, I humbly want a few hundred, and I'll be damned if I won't have it, or an execution returned *nulla bona*.

I have, in addition to erecting an expensive store in Fountain, been seduced into investing over a thousand dollars in a new hall, which is an ornament as well as convenience to the town at large. As you know, I was promised four hundred dollars, cash to assist me. Well, out of this little four hundred I have received twenty-six. I don't expect any more and I don't want it! The hall is done! It is mine, and to let, when the schoolhouse cannot be had. But I want what is owed to me. It is a small amount to you; it means thousands of dollars to me, I shall be home in a few days to square up. Let "Doc" have the money now, before I go. There is not one of you, man or woman, from Christiana to Dublin, that he would not stick his head in the fire to serve, whether he ever expected anything for it or not. Get his receipt before I go home, and his soul will rejoice. I love you myself, as a mother loveth her first-born; but I love to pay my debts better than I love any man, woman or child on the face of God Almighty's green earth; and, by the Great Eternal and the Continental Congress, I propose to do it, if I have to make costs for every man in Fillmore county. Now let's have the sponduliks, and how sweet and pretty I can smile upon you. Yours, earnestly, C. S. POWERS, Senior partner in the firm of C. S. Powers and Sons.

FOUNTAIN, Dec. 11, 1874.
For the very best Photographs, go to Bradley & Balofson's Gallery with an ELEVATOR, 24 Montgomery Street, San Francisco.

Decision by Judge Morrison in Favor of the Grangers. Arising out of the Failure of Morgans Sons.

Judge Morrison delivered an important oral decision yesterday in the case of Charles Green et al, vs. Daniel Meyer et al. There are several similar actions now pending, and the amount of money involved in the transactions between the Grangers and Meyer approximates \$1,000,000. The opinion is as follows:

This action is in the nature of trover, and the averment in the complaint is that on the 21st of October, 1874, the plaintiff was the owner and entitled to the possession of the following goods and chattels, that is to say: 15,453 sacks of wheat, of the weight of 2,410,018, of the value of \$51,000 and some odd dollars. The evidence in this case shows that the house of Morgans Sons was doing business in the city of San Francisco, and engaged principally in receiving for shipment and sale in foreign ports wheat from the farmers who were known as Grangers; that, under the contract between this house and the farmers, this house undertook to ship grain belonging to the Grangers, and to make certain advances. The evidence shows that the wheat was to be shipped in the names of the farmers—the owners. Mr. Green and others sent to Vallejo this wheat to be shipped on the vessel called the *The Pride of the Port*. It having been placed on board of the vessel, a man by the name of Walcott, who was the agent of the house of Morgans Sons here, procured bills of lading in the name of Morgans Sons, and invoices in the same form and the same name, and a policy of insurance to Daniel Meyer and transferred them to him; whereupon Meyer made advances upon this wheat. Morgans Sons failed to pay these Grangers the advances which they had agreed to pay them, and when the plaintiff ascertained what had been done in respect to this wheat, he went to Daniel Meyer and demanded of him the possession of the property. Meyer refused to deliver the possession, and hence this action.

The law is well settled in this State by the decision of the Supreme Court, in the case of Wright vs. Solomon, 19th Cal. Reports: "The factor cannot pledge as security for his individual debt the goods of his principal consigned to him for sale."

The evidence shows that this was a pledge made by Morgans Sons, through their agent Walcott, for money advanced by Meyer to Walcott for Morgans Sons; that the money was appropriated by the house of Morgans Sons to their own use. Morgans Sons were factors; and under the authority of this decision of the Supreme Court they had no power, they had no right to pledge this property for the security of money advanced to them. It is shown by the evidence that Morgans Sons were to advance one cent per pound upon this wheat, for the Granger. But they had no right to pledge this property for the purpose of raising that money. That never entered into the contemplation of the owner of the property; and that right did not vest in Morgans Sons in their relation of factor.

It is said that this rule has been changed by the Code; that the rule that the factor can not pledge the goods of his principal as security for his own debt, has been changed by the Code; and the Court is referred in support of that proposition to section 2,991 of the Civil Code, which is in this language: "One who has allowed another to assume the apparent ownership of property for the purpose of making any transfer of it, cannot set up his own title to defeat a pledge of the property made by the other to the pledgee who received the property in good faith in the ordinary course of business and for value." The answer here is that Meyer did not receive this property

in good faith. The Court does not intend to impute to Meyer any actual fraud, but he ingeniously admits that he knew at the time he advanced this money to Walcott for Morgans Sons, that the Grangers were the owners of the property; therefore he did not receive it in good faith within the meaning of the law.

The next question arising in this case is, has this plaintiff a right of action in trover against Meyer for the conversion of this property? I can see no good reason why he has not. There was a conversion of this property by Meyer. The assignment to him of the bills of lading, etc., passed to him title to the property and operated as delivery, a constructive delivery at least; such delivery as only could be made under the circumstances. The property was at sea; and when Green, who was the owner of the property, demanded the possession of it from Meyer, it was Meyer's duty to deliver the possession to Green. That could have been done by a reassignment of the bills of lading. But he refused to do that, and now says that he had already sent the bills of lading to Europe. The evidence shows that he had placed these bills of lading out of his power and could not assign them. But that is no defense to this action. He was guilty of the conversion of the property, and the right of action exists in favor of the plaintiff.

Let judgment be entered in favor of the plaintiff for \$31,653 77 with legal interest from the 21st of October, 1874; judgment in coin.

THREE ESSENTIALS FOR BUTTER.

In making fancy butter there are three essentials—color, texture and flavor. The color must be a rich golden yellow; the texture firm, tenacious, waxy, with that nutty flavor and smell which imparts so high a degree of pleasure in eating it. Butter of the very highest quality will bring \$1 a pound readily. A Philadelphia maker who receives this price, gave J. B. Lyman of Boston these facts as to his management: He feeds on clover or early mown hay; cut fine, moistens, and mixes in cornmeal and wheat shorts; feeds often, and a little at a time; uses no roots except carrots; keeps his pastures free from weeds; keeps the temperature of the milk-room at 58 degrees; skims clean; stirs the cream in the cream pot; churns once a week; just before the butter gathers he puts a bucket of ice cold water into the churn; he works out all the buttermilk without the use of the hand, absorbing the drops with a fine linen cloth wrung from cold water, and at the second working handle delicately, with fingers as cold as may be; salt nearly 1 oz. per pound.

It may be thought by some of our readers that we have too much to say about good butter. We do not feel so, and we think there is need of saying a great deal on this important subject. We had occasion, within three weeks, to buy a tub of butter for our family use; and though we went to a wholesale store where there were many tons of butter stored, we were told there was none among it as good as we wanted, and that there was probably none to be had; and if it could be found, the price would be higher than that we paid last fall. Now, we submit if it is not too bad that there should be so much poor butter made that will, if it sells at all, only bring a small price, when it is in the power of many who now make poor butter to make a good article that will always sell, and bring a good price.

There is no article of food that we are more particular about than that of butter. If one would make money making butter, let him furnish a prime class.—*Congregationalist*.

CONNECTICUT goes Democratic by 8,000 or 9,000 majority, an increase of 2,000 over the preceding election. TAKE THE INDEPENDENT.

A Strange Dream Fulfilled.

A curious fulfillment of a dream occurred at the battle of Prairie Grove, Ark., under my own eyes. A man by the name of Joe Williams had told a dream to many of his fellow-soldiers, some of whom had related it to me, months previous to the occurrence which I now relate. He dreamed that we crossed a river, marched over a mountain, and camped near a church located in a wood, near which a terrible battle ensued, and in a charge, just as we crossed the ravine, he was shot in the breast. On the memorable 7th of December, 1862, as we moved at double-quick to take our place in the line of battle, then already hotly engaged, we passed Prairie Grove church, a small frame building belonging to the Cumberland Presbyterians. I was riding on the flank of the command, and opposite to Williams, as we came in view of the house. "This is the church, Colonel, I saw in my dream," said he. I made no reply, and never thought of the matter again until the evening. We had broken the enemy's line and were in hot pursuit, when we came up to a dry ravine in the wood, and Williams said "Just on the other side of the hollow I was shot in my dream and I will stick my hat under my shirt." Suiting the action to the word, as he ran along he doubled it up and crammed it in his bosom. Scarcely had he adjusted it before a minie ball knocked him out of the line. Jumping up quickly, he pulled out his hat, waved it over his head and shouted: "I am all right!" The ball raised a black spot about the size of a man's hand just over his heart, and dropped into his shoe.—*Bro. L. W. Lewis, in Texas Christian Advocate.*

He Smoked Four Tons of Tobacco and Died.

Mr. Kalnes, who was known among his acquaintances by the name of the king of smokers, has just died near Rotterdam. He had erected a mansion, one room which was devoted to the arrangements of a collection of pipes, according to their nationality and chronological order. A few days before his death he summoned his lawyer and made his will, in which he directed that all the smokers in the country should be invited to the funeral, and that each should be presented with ten pounds of tobacco and two Dutch pipes of newest fashion, on which should be engraved the name, arms and date of the decease of the testator. He requested all his relatives, friends and funeral guests to be careful to keep their pipes alight during the funeral ceremonies, after which they should empty the ashes from their pipes on the coffin. The poor of the neighborhood who attended to his last wishes, were to receive annually, on the anniversary of his death, ten pounds of tobacco and a small cask of good beer. He desired that his oak coffin should be lined with the cedar of his old Havana cigar boxes, and that a box of French caporal and a packet of old Dutch tobacco should be placed at the foot of his coffin. His favorite pipe was to be placed by his side, along with a box of matches, a flint and steel and some tinder, as he said there was no knowing what might happen. A correct calculator has made out that Mr. Kalnes had, during his eighty years of life, smoked more than four tons of tobacco, and had drank about 500,000 quart. of beer.—*Troy Times.*

A letter from Unastilla county dated March 29th says: The winter here hangs on with the tenacity of grim death. In consequence a large number of stock have passed in their checks, and stock-raisers are wearing countenances somewhat elongated.

Buty is a woman's prerogative, but buty in a man is the next calamity to being a fool.—*Billings.*

THE DAIRY COW.

The characteristics of the domestic cow are dependent upon a great variety of circumstances. They are partly hereditary and partly acquired or implanted in the system by the management adopted in feeding and treatment for specific purposes. What are called dairy qualities are not strictly inherent in any particular breed, race, or family but may be found more or less developed in individual animals, not only among the well established breeds, but also among those not recognized as belonging to any particular breed, as the common, or "native," stock of the country.

If a farmer desired to collect a dairy-stock for any special purpose like that of the production of butter or cheese, or the manufacture of large quantities of milk for sale, as such, or for the supply of what is known as the family cow, he could find individual animals, not only among our common stock, but also among all the well-know breeds that would be well adapted to his object. Still there would be a decided difference in these animals. With those selected from any of the well established breeds, especially cows that have been bred with reference to the dairy, he would find a remarkable degree of uniformity. He would find that they transmitted their good qualities to their offspring with some degree of certainty, and that they could rely upon them to produce their kind, especially if bred to a male of their own class or breed, while with those selected from the common stock of the country, he would find no uniformity either in size, color, or milking properties, and that they could not be relied upon to produce a progeny like themselves. And here is the great and most striking defect of the native stock of the country. Though much of it possesses high qualities, there is no reliance upon the quality of its progeny, as there is among the well established breeds, and hence the advantage of a resort to the latter.—*Ploughman.*

We believe with the writer of the above, that if one would be pretty sure of good animals, it is far better to take those of pure blood. For instance, if for very nice cream and butter, the Jersey. If for quantity of milk of good quality, the Ayrshire. If for size, beauty, and beef, the short-horn, and so on. One cannot depend upon getting a good calf from a good cow. We remember once having a very fine native cow, and we were anxious to get a calf from her, thinking it possible it might be equally good with the mother. We raised one from her, and it proved to be one of the ugliest and most good-for-nothing cows we ever saw or heard of. Little dependence can be placed on native stock for perpetuating their good qualities.—*Congregationalist.*

Ashes in the Orchard.

D. W. Kauffman of Des Moines, Iowa, writes to the *Iowa Homestead* that ashes are worth one dollar per bushel to put about fruit trees, and that he would not sell his ashes at that price and do without their use in the orchard. He has used ashes about fruit trees for fifteen years, and during that time has never seen a borer where ashes were used. The borer is a terrible pest to the fruit grower, and if all other impediments to successful growing were as easily overcome and completely controlled as the borer, then fruit-growing would be very successfully practiced.

At the recent meeting of the Fruit Growers' Association of Ontario, Mr. Moodie stated that he had been in the habit of using unleached ashes as a manure for his fruit trees, and that he values them more highly for this purpose than barn yard manure. If our farmers knew the value of wood ashes for the garden, orchard and farm they would not sell them for a few cents per bushel. The ashes that they barter for a few pounds of soap, would if applied to the soil, so increase their crops of fruit and grain as to yield ten times the value they now get for them.—*Canada Farmer.*