

# Lincoln County Leader.

The LEADER should be read by every tax-payer of Lincoln County. It will cost you but \$1.50 a year.

Volume 1.

Toledo, Lincoln County, Oregon, Thursday, Oct. 26, 1893.

Number 34

## DIRECTORY.

**LINCOLN COUNTY.**  
C. H. Crosby, County Judge  
D. P. Blue, County Sheriff  
George Landis, County Assessor  
Henry Dentinger, County Superintendent  
Chas. Booth, County Treasurer  
T. E. Parker, County Clerk  
Jas. Russell, County Surveyor  
H. E. Travis, County Coroner

**TOLEDO PRESENT.**  
J. A. Hall, Mayor  
A. E. Aldrich, City Clerk

## CHURCHES AND SOCIETIES.

**BAPTIST CHURCH**—Meets every first Sunday in each month, 8 1/2 a. m. and also on the Sunday preceding the above Sunday, at 2 p. m. The Toledo Public Hall. L. M. Butler, Pastor.

**METHODIST CHURCH** (Protestant Episcopal)—Services every third Sunday of every month at 11 a. m. All are invited to attend. Rev. Chas. Booth, Missionary. Residence, 202 1/2 New York St.

**W. O. P.—Toledo Lodge, No. 108.** Meet every Friday evening at their hall in this city. W. O. P. COLLINGS, Sec'y.

**W. O. P.—Meets every Thursday evening, 7 1/2 o'clock, in Grady's hall, this town. H. J. Miller, C. T. Eli Gatter, Secretary.**

**W. O. P.—Toledo Union, No. 156.** Meets every Saturday evening, 8 o'clock, in Grady's hall in this town. All members requested to meet. T. F. Beeler, President; J. J. Burdick, Secretary.

**W. O. P.—Bay Lodge No. 176, of Yaquina City.** Meets every Saturday evening. Visiting members are always welcome. N. STARR, Sec'y.

**W. O. P.—Newport Lodge No. 93.** Meets every second and fourth Thursday evening, 7 1/2 o'clock. Visiting members are cordially invited to attend. JOHN RICHARDSON, W. M. Abbott, Secretary.

**W. O. P.—Newport Lodge No. 85.** Regular convention on Saturday or before each 12 o'clock. Visiting members are cordially invited. J. H. BROWN, W. M. N. G. ROBERTSON, Sec'y.

**W. O. P.—Phil Sheridan Post No. 21.** Meets every second and fourth Thursday evening, 7 1/2 o'clock. GEO. STEVENS, Com. H. A. BENNELL, Adj.

One Price **O'BRIEN'S** Cash Store  
**YAQUINA.**

I HAVE NOW RECEIVED MY  
**FALL AND WINTER STOCK OF GOODS!**

The Largest and Most Select Stock ever shown on the Bay.

**Dry Goods, Clothing, Boots, Shoes, Hats, Caps**

**Rubber Goods and Oil Clothing.**

—All of which I am Selling at—  
**SAN FRANCISCO PRICES.**

All Goods are Marked in Plain Figures.

I am selling Cheaper than ever before. Call and examine my Goods and Prices and be convinced.

Agent for the **BROWNSVILLE WOOLEN MILLS.** Measures taken and Fits Guaranteed.

ONE PRICE **O'BRIEN'S** CASH STORE  
**YAQUINA.**

**SOMETHING NEW!**  
**ANTIFERMENTINE**

Preserves Fruit, Cider, Milk, Butter, Eggs, Tomatoes, Catsup, Pickles, Etc.

What is it: It is a simple, harmless preparation, free from taste, smell and color, that has the properties of stopping and preventing fermentation in all vegetable and animal foods.

What it does: It is especially useful for preserving fruits of all kinds without cooking, retaining their natural fresh appearance and taste.

Its Use does away with labor, and makes what has been a hot, disagreeable task, a delight and a pleasure. It substitutes for the Summer heat of the kitchen the cool shade of a lawn or piazza.

Its Results are never doubtful when used according to directions, and Plum Puddings, Peach and Berry Pies can be had in Winter as well as in Summer.

Its Use is profitable and economical, for it saves one-half of the sugar, saves the jars broken by heat, saves the fruit cooked away, and saves the time and labor lost by the old methods.

For Cider it unsurpassed. It stops fermentation at any point desired, and produces a sparkling beverage like Champagne.

The question is sometimes asked, "Is it injurious?" To allay all doubts on that score, we would say that we have consulted many of our most eminent Chemists and Physicians, and all unite in pronouncing the use of ANTIFERMENTINE as a preservative, a perfectly safe and harmless preparation.

—FOR SALE BY—  
**PEEK & RUSSELL,**  
Sole Agents for Yaquina Bay,  
Yaquina, Oregon.

**H. LEWIS.**  
DEALER IN  
Boots and Shoes, Flour,  
Feed and Groceries,  
CHEAP FOR CASH.  
Toledo, Oregon.

**SECRET SERVICE.**  
**LIMITED NUMBER**  
Permanent, Paying Position.  
Address Lock Box 1, Toledo, Oregon.

**LOT. C. POWELL,**  
Civil Engineer and Surveyor.

Lines of Original Surveys accurately located. Terms Reasonable. Address all communications to ONE, LINCOLN CO., OREGON.

**HENRY WULF,**  
DEALER IN  
Pure Wines and Liquors.  
Fresh beer on draft.

A QUIET AND ORDERLY RESORT.  
Toledo, Oregon.

To Subscribers.  
All those who wish to pay for their paper with potatoes or chickens can now do so. We will take either of the above at the market price delivered at any point on the railroad in this county, or at Lutjens, Stanford or Waldport. Drop us a card if you wish to pay in that way and we will let you know where and about when to deliver.

## Notice for Publication.

Land Office at Oregon City, Oregon, October 4, 1893.  
NOTICE is hereby given that the following named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before the County Clerk of Lincoln County, Oregon, at Toledo, Oregon, on December 4, 1893, viz:  
George F. Luckey, B. L. No. 6,861, for the southwest 1/4 of section 2, township 11, south, range 3 west.  
He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz: A. B. Hunt, Wm. Lawrence, M. Alphin, John Beers and Wm. Beers, all of Little Elk, Oregon.  
ROBERT A. MILLER, Register.

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Dudley Trapp, B. L. No. 8,976, for the east 1/2 of southwest 1/4 and west 1/2 of southwest 1/4 of section 6, township 11 south, range 3 west.  
He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz: P. A. Miller, W. J. Holtzner, Jas. McDonald and Trapp, all of Whitwell, Oregon.  
ROBERT A. MILLER, Register.

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Aaron B. Hunt, B. L. No. 7,047, for the southeast 1/4 of section 11, township 11, south, range 3 west.  
He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz: G. F. Luckey, William Lawrence, M. Alphin, John Beers, William Beers, all of Little Elk, Oregon.  
ROBERT A. MILLER, Register.

## Notice of Final Settlement.

NOTICE is hereby given that the undersigned administrator of the estate of Henry Baker, deceased, has filed his final account as said administrator, in the County Court of Lincoln County, Oregon, and said court has fixed the 10th day of October, 1893, at the hour of ten o'clock, a. m., at the court house in Toledo, Lincoln County, Oregon, for hearing objections thereto, and the settlement thereof. Dated this 6th day of October, A. D. 1893.  
W. H. HIGGINS,  
Administrator of the Estate of Henry Baker, deceased.

## Summons.

In the Circuit Court of the State of Oregon, for the County of Lincoln.  
Ella Knotts, Plaintiff,  
vs.  
Julius A. Knotts, Defendant.

YOU are hereby summoned and required to appear and answer the complaint of the plaintiff filed in the County Court of Lincoln County, Oregon, on the 27th day of September, 1893, that being the first day of the next regular November term of said court, to be begun and held at the court house at Toledo in said Lincoln County, on said 27th day of November, 1893. And you are hereby notified that if you fail to answer said complaint, that the plaintiff will apply to the court for the relief prayed for in her said complaint, to-wit: For a decree of the said court dissolving the bonds of matrimony existing between the plaintiff and defendant and forever divorcing her from you the said defendant, and for such other relief as may be equitable, and for costs and disbursements of this suit.  
This summons is published in the LINCOLN COUNTY LEADER by virtue of an order made by Honorable J. C. Fullerton, Judge of said court, at Chambers, at Toledo, Oregon, on the 10th day of October, 1893, directing the same to be published therein for six successive and consecutive weeks.  
Dated October 11, 1893.  
J. R. BRYSON,  
Attorney for Plaintiff.

## FREDERICK D. CARSON,

Attorney-at-Law,  
Toledo, Lincoln County, Oregon.  
Collections, Conveyancing,  
and Court Practice  
Generally.

References to permission to Ex-Gov. J. S. Pillsbury, U. S. Senator W. D. Washburn, Gen. John M. Palmer, Ex-Governor H. H. Hays, A. R. McNeapolis, Minn., Hon. Martin F. Morris and J. J. Farrington, Esq., Washington, D. C., Schuyler Duggan, Esq., Chief Clerk, United States District Court, Va., and Rev. Chas. Booth, Newport, Oregon.

## Drift Creek Items.

Fine weather at present.

The recent storms have brought most of the bachelors back to their old haunts.

Wm. Arnold and wife returned on the 14th from Brownsville where he has been carpentering the past summer.

Mr. H. H. Curler went out to the Willamette Valley Thursday.

Wm. Griffith and Albert Meaker paid Big Elk a visit last week.

B. F. Willhoit went to Elk City Thursday.

Mrs. Margison left Elk City Friday morning for Brownsville, where she will visit friends and relatives a short time before she returns to San Francisco.

Milt Young passed through here Wednesday on his way to the Bay.

Wm. Arnold went to Elk City Saturday to meet his mother and brother John, who came in on the train.

Wm. Arnold Jr., returned to Drift Creek Monday.

The surveyors finished surveying this township on the 15th.

A beef buyer would do well to come to Drift Creek, as there are fifteen or twenty fine four-year-old steers in this valley.

Road work will begin soon on the Big Elk and Drift Creek road.

The people on this route expect to haul their winter provisions over this fall.

STRICTLY.

## THE EXPERT'S REPORT.

Expert Branch's Report on the Condition of Hamilton, Job & Co.

In the matter of the Assignment of Messrs. Hamilton, Job & Co. GENTLEMEN:

In accordance with my appointment by you and at your request, I have examined the books and accounts of the banking house of Messrs. Hamilton, Job & Co., for a period of seven years past, with a view to determine as to the correctness of the accounts, the character of the investments, with a view to the knowledge of the same and such information as might be of benefit to the creditors of said banking house as represented by your committee. I therefore beg leave to report, that, accepting the original entries as correct, I find the clerical uniformly correct, there being but few errors, and those found making no material difference in the result. But I find a vast amount of work wanting in that detail and explanation needful to a fair and satisfactory understanding of the same in its examination. I have sought to exercise a judicious and careful interpretation of the intent of the parties in interest in the business. I find that no trial balance of the general ledger has been had at any time and an effort to balance accounts was made daily by computing the amounts received and amounts disbursed, and any discrepancies were settled daily by charging the difference to "long and short" account, which account the close of business June 9th, 1893, showed a debit of \$2,638.32.

I find the capital stock of the banking house to be \$30,000, \$18,400 of which is to the credit of Zeph Job in capital stock, and \$21,600 to the credit of B. R. Job, capital stock. Upon the 30th day of September, 1885, there stood to the credit of Zeph Job capital stock \$10,000, and to the credit of B. R. Job capital stock \$12,000. The additions made to the capital stock since that time, have been made by appropriating from the interest, discount or exchange funds; also from an estimated increase in the valuation of the banking house building and fixtures. I find, however, that Zeph Job is indebted to the bank in the sum of \$17,454, of which amount \$15,648.71 is on open account, and \$1,805.50 is in notes, and that B. R. Job is indebted to the bank in the sum of \$7,002.19, \$5,345.31 being in open account, and \$1,656.88 in notes.

These two accounts and the obligations are a legitimate charge against any interest the parties have and amount together to \$24,456.78 as against the capital stock.

I find that the expense in the conduct of the business from January 1, 1887, to January 9, 1893, is chargeable to expense account, to be \$28,925.44 and losses on long and short account to be \$2,638.32 a total of \$31,563.76.

I also find that the revenues derived from the business to be as follows:

From the interest fund, \$29,105.16  
From the discount fund, 9,557.57

Total, \$38,662.73

This amount (\$38,662.73) less the expense account and the long and short account, a total of \$31,563.76 shows a balance of \$7,098.96, which is the net amount of the profits as the result of the working of the banking house for six and one-half years. In the matter of expenses I do not find that any rent has been charged for the rooms occupied during the time mentioned. I do not find any profit outside of the business, properly pertaining to the banking house, and to the best information arrived at I do not think that any profits have been derived from outside sources by reason of using the funds of the bank. I do not find that any action has ever been taken with reference to the disposal of accounts or notes which may have been deemed worthless or partially so, but that all of them have been treated as good and none of them have been charged to profit and loss. I find that certain investments have been made in real estate to the net amount of \$26,246.

13. In this amount there is included \$4,976.88 paid for land which the books do not give any information as to the property purchased or location.

An item in the matter of accounts to which I call your attention is the obligation against the Niagara Mill Company, who owe a balance to Hamilton, Job & Co. of \$43,634.84. I have carefully examined this account, finding that there has been paid by Hamilton, Job & Co. to the mill company since September 19th 1889, the sum of \$88,862.77, and that the bank has received from the mill company, cash direct and cash by way of collections, the sum of \$45,227.93. The Messrs. Job are stockholders in the Niagara Mill Company to the amount of 204 shares of stock out of 364 issued, consequently are the largest holders, and most naturally would be anxious for its success. For this reason I judge they have made advances. The original purchase has been increased by the purchase of land to the amount of about \$5,000; building chutes and railways have cost \$5,000; building a fish ladder has cost \$1,684, and a new boiler and machinery and repairs have cost several hundred dollars more. Advances have been made to O. P. Abrams of \$6,700 upon a contract for logs which are not yet delivered and the delivery of which is in doubt. The mill company at the time of its failure had lumber on hand to the amount of say \$6,400; bills receivable \$2,647; personal accounts \$19,678.50. The value of the real estate at the lowest probable valuation may be considered at \$10,350. So far as I have been able to investigate the mill company's affairs I should judge that the business will likely realize considerable less than its cost. I would call your attention to the condition of the bills receivable account, in which I find it. This account calls for notes to the amount of \$102,709.

77. An inventory of the notes found in the custody of the bank as made by the assignee and examined by myself amounts to \$78,394.44 an apparent shortage of \$24,315.43.

I have given examination to this matter considerable time and am satisfied of the impossibility of straightening it out satisfactorily for the reason that I find the amount of \$105,925.48 entered upon the cash book at various times either to the debit or credit of that account without a word of explanation as to whom the money was loaned or from whom the money was received. If there had been a record of such notes properly kept it would have been easy to determine what notes were missing. From the best information I can secure by this examination I am led to believe that two notes, one of \$13,000 and one of \$500, total \$13,500 given by Messrs. Jacobs & Neugass, were used in the purchase of the one-half lot and building adjoining the bank building. The property was bought for \$17,000 and these notes used in payment but no entry was ever made as to the purchase of the property or the distribution of the notes. The same may be said with reference to the purchase of the property known as the Cauthorn warehouse property, and also the property mortgaged by T. J. Blair to secure certain notes and which was sold under an execution to the Messrs. Job. No entries were ever made of these matters, and these notes with a few hundred dollars of outlawed notes, will practically make up the deficiency, and this, I believe, is a correct explanation of the matter.

I am satisfied, gentlemen, that no monies have been diverted from the proper care and custody of the bank by either of the Messrs. Job, except the investment made in the purchase of the mill property and its subsequent account, and the purchase of the real estate mentioned and the record of which is to be found upon the records of this county, and their own personal indebtedness to the bank. The valuation set upon the assets of Messrs. Hamilton, Job & Co. by the assignee is, of course, on the supposed depreciation always occasioned by the forced closing of any business and

shows a large deficit. The ultimate result as to the amount of the dividend will depend largely upon the careful administration of its affairs.

Respectfully submitted,  
W. T. BRANCH.

Those Receiver's Certificates.

The receiver's certificates issued by Receiver Hadley to the employees for wages due are not being accepted by the employees with that cheerful spirit with which O. P. employees are expected to display for even small favors. In fact the certificates have a clause in them which is contrary to the law under which they were issued, and which practically destroys every good feature which they would otherwise possess. The certificates are in the following form:

No. \_\_\_\_\_  
"Employees Evidence of Indebtedness."  
"I, E. W. Hadley, as receiver of the O. P. and the W. V. & C. R. R., certify that \_\_\_\_\_ was employed by me during the month of \_\_\_\_\_, 1893, and that there is due him for his services during the month of \_\_\_\_\_, 1893, the sum of \$\_\_\_\_\_, no part of which has been paid. As directed by the court, a copy of whose order is given on the reverse hereof, I will pay the aforesaid amount as soon as possible out of any moneys remaining in my hands, after making due payment of all necessary expenses in conducting the affairs of my trust. This claim is to bear interest at the rate of 8 per cent per annum from date. Dated at Corvallis, Oregon, Sept. 1st, 1893.

E. W. HADLEY,  
as receiver for the O. P. and W. V. & C. R. R., and not otherwise."

The order referred to on the reverse is simply a recitation of the facts related in the certificate and giving the receiver authority to issue such certificates.

The part to which the employee object is the latter part where it says, "I will pay the aforesaid amount as soon as possible out of any moneys remaining in my hands after making due payment of all necessary expenses in conducting the affairs of my trust." It will be noticed that they promise to pay these certificates for labor only after all necessary expenses have been paid. The law, which was printed in this paper a few weeks ago, provides that "such receiver shall thereafter pay such certificates out of the first moneys coming into his hands from the receipts and earnings of the properties under his charge in the order of their issuance." There is a material difference in the reading of the law and the reading of the certificates. It is inferred by the latter that the employees are not necessary expenses. If that be true why not dispense with them? Why keep up any but necessary expenses these hard times? We suppose that the running of the excursions for the benefit of a lot of Salem boys and girls, and giving them free supper and free dances were necessary expenses and must be paid, even if the men who risk their lives in operating their trains go unpaid. The certificates are dishonest upon their face and we don't blame the boys for refusing to take them, nor can they be blamed for their fast waning confidence in the court which made them so many glittering ante-election promises.

Notice.  
TO ALL WHOM IT MAY CONCERN:  
This is to give notice that the undersigned, having bought all of S. A. Logan's interest in and to the firm of Krogstad Bros. & Logan, doing business at Toledo, Lincoln County, Oregon; all accounts against said firm will be paid by Krogstad Bros.; and all accounts and notes due said firm will be collected by them. The Toledo saw-mills and any business in connection therewith will hereafter be conducted under the firm name of Krogstad Bros. Respectfully,  
A. O. KROGSTAD.  
Dated, Toledo, Or., Oct. 23, 1893.

Bonds for deeds for sale at the LEADER office.

The celebrated Parker and Snag Proof gun boots at O'Brien's, Yaquina.