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...N THE COUNTY COURT OF THE STATE OF OREGON IN AND FOR LANE COUNTY.

...n the matter of the estate of Alver H. Nowell, deceased.

Notice of Final Settlement.

Notice is hereby given, that the undersigned, administrator of the estate ...f Alver H. Nowell, deceased, has filed ...n the County Court of Lane County, ...tate of Oregon, his final account as ...ch administrator of said estate and ...at Tuesday, the 6th day of May, 1913, ...t the hour of 10 o'clock a. m., has ...en fixed by said court as the time for ...aring of objections to said report, ...d the settlement thereof.

Dated this the 29th day of March, A. ... 1913.

WILLIAM LANE,
Administrator of the estate of
...-ml Alver H. Nowell, deceased.

The value of a paper's advertising ...gauged by the number of people it ...aches. No other paper reaches more ...an a quarter as many Cottage Grove ...ople as does The Sentinel.

Popular Talks on Law
SIGNING A NOTE

By WALTER K. TOWERS, A.B., J. D., of the Michigan Bar

One noon while Jason Edwards was sitting on the porch of his prosperous farm home, resting before he returned to the fields, a shiny top buggy drawn by a long-legged bay drew into the side yard and a brisk young man descended. He presented the card of the National Silo Co., and solicited an order. Mr. Edwards needed a silo and signed an order for one, to be erected later. He read the order carefully and noted its contents. It clearly read as an order for a silo, for the erection of which, if completed within sixty days after date, he was to pay $100.

No silo appeared, nor could Mr. Edwards locate the company, but he saw nothing to worry about until, sixty days later, a near-by bank presented to him for payment a note for $100 in regular form and bearing his signature. He protested that he had signed no such note, yet acknowledged that it was his signature. Examination showed that it was one end of the silo order he had signed. It had been so worded and arranged that one end might be cut off leaving a promissory note in regular form. The bank insisted that it had paid full price for a regular note and as it was a "negotiable instrument" it was protected as bona fide holder. Edwards sought advice and being told that he would have to pay the note did so.

Proper advise by a competent attorney would probably have saved Edwards $100 since few states will support such a note, signed under such circumstances. True, if one is induced to sign a negotiable promissory note through fraud and that note is sold in ordinary course to a bank or individual, the purchaser accepting it in perfect honesty and good faith, paying full value for an apparently regular instrument that is not yet due, the quality of negotiability is such that the purchaser will have better right than the rogue who transferred it. Indeed, under such circumstances, the signer would have to pay the note. But rightly viewed, the case of Jason Edwards is not such a case. He was not duced not by fraud to sign a note, because he did not sign a note. What he signed was an order. Having never signed a note, but something entirely different which was changed into a note, he is no more liable than if his signature was forged to a regular note. Yet it is not strange that many laymen have confused this rule and suffered needlessly when some of our courts have made the mistake.

The other side of the picture is the fraud practiced on Allan McGoorty and his wife. Again a buggy came down the road, but it was driven wildly by an attractive young man, and to his arm clung a young woman. They paused at the hospitable-looking house for refuge and told of eloping from a cruel father. Now, all the world loves a lover, and the McGoortys were all assistance. Opportunely, quite by accident, of course, a clerical-looking gentleman appeared from the other direction. Yes, he would marry them, and did—at least, he went through a ceremony. Of course, the bride wept, so did Mrs. McGoorty, and Mr. McGoorty blew his nose and found his eyes a bit dim. In the confusion the "Reverend" remarked that the witnesses must sign the certificate and pushed a paper toward them which they readily signed.

Three months later a bank produced the "marriage certificate" for payment. It was a regularly drawn note for $500. McGoorty had to pay it, as he was legally liable. He had committed the fault of failing to read what he signed. In his case he actually signed a note. Of course, neither the "Reverend" nor his confederates would have collected from the McGoortys, but they had negotiated the note at the bank, which, having nothing to arouse its suspicions and knowing McGoortys' signature, purchased it for full value, whereupon the "Reverend" and his friends moved on to try their scheme in virgin soil, taking care to be well away when the notes fell due. Where one of two innocent persons must suffer the law takes the view that the one who by his carelessness made the fraud possible must foot the bill.

A similar result followed in the case of Clarence Tucker, who purchased and accepted a barrel of medicated calf meal, giving his note for $10 therefor. The bottom two-thirds of the barrel proved filled with sawdust, but by that time the bank had purchased the note and the agent had vanished. Tucker was legally bound to pay the note. The vendor of the meal could not have recovered the sum, but again the quality of negotiability protected the innocent purchaser, and the man who signed the note had to pay it. He had signed a note and it having come into the hands of an innocent third party in due course of business, his liability was settled.

So when you sign a promissory note, drawn in the familiar form—sixty days after date, for value received, I promise to pay to the order of John Doe, the sum of One Hundred Dollars with interest at six per cent per annum—remember that it is negotiable and so is a great deal like money in that it may be freely passed from hand to hand by simple indorsement on the back, and the man who comes by it honestly has full rights against the person who signs it.

In order to possess this quality of negotiability—to be able to pass from one to another by simple indorsement, giving to the person receiving it these superior rights—a note must conform to certain legal requirements. These are stated in the Negotiable Instruments Law, a uniform act which has been adopted in similar form by practically all of the states. In general the note must be in writing and signed by the maker. Writing in its legal sense includes printing, lithographs, etc.; and the signature may be an abbreviation or a "mark." Further, to be negotiable it must contain an unconditional promise to pay a sum certain in money. There must be no "if" about the promise to pay. Also it must be to pay money and not potatoes or nails. If you are having the house shingled and want to prevent the negotiating of a note you may give, so that no one may secure from it better rights than the carpenter to whom you give it, you may do so by stating in the note that you promise to pay upon condition that the barn is shingled in accordance with the agreement.

To be negotiable a note must be payable on demand, or at a fixed or determinable future time. Naming a future date for payment, of course, fixes the time. So, too, it is regarded as a fixed time if payment is to be made at the happening of an event that is certain to occur. Sixty days from date is a determinable future time. Further, it must be payable to order or to bearer, these words of negotiability being necessary that the instrument may possess that quality. So notes are written "pay to the order of John Smith" and not just "pay to John Smith."

A note lacking the above requirements of negotiability may still be a good contract enforceable between the original parties according to its terms. But if the note be not negotiable and the man who made it has been swindled, he may make this defense against the person to whom he gave it.

A person who intends to bind himself by the note signs simply his own name. But mistakes are made by agents who do not intend to bind themselves, personally, but only their principals. Do not sign "Jim Jones, Agent for Samuel Smith," for that will make John Jones personally liable; but sign "Samuel Smith, by John Jones, Agent." A somewhat different rule prevails in the case of public officers for one acting in a public capacity may sign his own name as officer and bind his principals and not himself.

The notes of corporations and partnership are signed by an officer or agent of the corporation or member of the partnership in the name of the company. A representative or partner who is held out to the world as having authority to sign notes, may bind the company even though he may have exceeded his authority. So if you are a partner, be cautious of the public authority that is given, really or apparently, to a partner whom you do not trust absolutely.

(Copyright, 1913, by Walter K. Towers.)

Notice for Publication.

United States Land Office.
Roseburg, Oregon March 11, 1913.

Notice is hereby given that the Northern Pacific Railway Company whose post office address is St. Paul, Minnesota, on 29th day of July, 1909, filed in this office its application to select under the provisions of the Act of Congress, approved July 1, 1898 (30 Stat. 597, 620) as extended by the Act of Congress approved May 17, 1906, the NE¼ NW¼, SW¼ NW¼, NW¼ NE¼ Sec. 14, Tp. 23 S., R. 2 West, W. M.

Any and all persons claiming adversely the land described, or desiring to object because of the mineral character of the land, or for any other reason, to the disposal to applicant, should file their affidavits of protest in this office, on or before the 26th day of April, 1913.

B. F. JONES,
Register.

M27-M1

Drain Elects.

In a closely contested election Drain last week elected the following ticket: Mayor, C. E. Hasard; councilmen, A. B. Chadbourne, L. E. Russell, O. E Mattoon; recorder, G. V. Sanders; treasurer, Dwight Reed. The admission of South Drain received a favorable vote.

Get your "House for Rent" and "House for Sale" signs at The Sentinel office.

ALASKA'S "SILENT CITY."

Wonderful Mirage That Is Said to Have Been Photographed.

One of the best stories regarding a mirage is that told in Alaska concerning the appearance of a city in the sky. This "silent city" is said to have actually been photographed, and, though there are skeptics, enough people claim to have seen it to make the story interesting.

The first account of this "city of silence" was told by a prospector named Willoughby. He was a miner in California and went to Alaska, where he settled in the vicinity of Muir glacier. In fact, it was Willoughby who piloted Professor Muir when he ascended the immense ice field which now bears the scientist's name. Willoughby always told the story of this city which appeared in the sky with much earnestness, and he carried a photograph which he said he took after several visits to the spot whence the vision could be seen.

When Willoughby first went to Alaska natives told him that at certain times of the year when the days were longest and the atmospheric conditions right they saw suspended in the heavens a town with streets, houses and many different kinds of buildings. So impressed was he that he engaged the Indians to take him to the place where the city could be seen, and in their canoes traveled to the spot.

After several attempts Willoughby at length saw this "silent city," as the natives called it. He said that the atmosphere was so clear that mountains many miles away seemed near and that as he gazed the outlines of a city gradually assumed shape, and building after building came to view. He distinctly saw tall office buildings, churches and spires, houses and every indication that the city was inhabited; but, though he saw it several times, he could never detect a human being. A halo of light seemed to cover all. As he gazed the vision faded and gradually receded. So convinced was he that he was looking at the mirage of an actual city that he made records to show that he had been on the exact spot whence the picture in the sky could be seen.

Willoughby's photograph was crude, but enough could be discerned to lead persons to assert that it was a view of Bristol, England, many thousand miles away. Willoughby told his story in 1888 or thereabouts. Since then several persons have said that they saw the mirage. In every instance the mirage was surrounded by a halo of light which poured a soft glow on roof and walls.—New York Sun.

Jenny Lind Hated Us.

Jenny Lind hated the Americans. She abhorred the very name of Barnum, who, she said, "exhibited me just as he did the big giant or any other of his monstrosities."

"But," said I, "you must not forget how you were idolized and appreciated in America. Even as a child I can remember how they worshiped Jenny Lind."

"Worshiped or not," she answered sharply, "I was nothing more than a show in a showman's hands. I can never forget that."—From "The Courts of Memory," by Mme. Lindenerone.

Wholesale Favors.

The young man entered the president's office and stood first on one foot and then on the other. He dropped his hat, handkerchief and umbrella. Altogether he was in a highly developed state of nervousness.

"Well, well!" said the employer. "Out with it!"

"I have come, sir," said the young man, and then began to stammer.

"Well, speak up! Have you come to ask for the hand of my daughter or a raise in salary?"

"If you please, sir," stammered the young man, "it's both."—Exchange.

Dead or Alive.

Two Irishmen were working on the roof of a building one day when one made a misstep and fell to the ground. The other leaned over and called, "Are yez dead or alive, Mike?"

"Oi'm alive," said Mike feebly.

"Sure you're such a liar Oi don't know whether to belave yez or not."

"Well, then, Oi must be dead," said Mike, "for yez would never dare to call me a liar if Oi wor aloive."—Philadelphia Record.

Simply a Bad Actor.

The Lady—How did you come to be thrown out of employment? The Thespian—'Tis a sad but soon told tale, madam. An ape-like audience threw ancient eggs at muh; a mangy and mercenary manger threw muh down a flight of stairs; a dull witted doorman threw muh out into the street, and a twice cursed taxicab threw muh twenty feet. Thus it was, lady.—Judge.

Evolution.

"Of course you believe in evolution?"

"Yes," replied Mr. Cumrox. "My own recollections of early days in the west remind me that many a sixty horsepower limousine can trace its financial ancestry back to a 'prairie schooner.'"—Washington Star.

The Main Difference.

"What is the real difference between mushrooms and toadstools?"

"One is a feast and the other is a funeral."—Baltimore American.

Merely Fiction.

Minerva—Isn't it strange, mother, that all the heroines in novels marry poor men? Mater—Yes, my dear, but that is fiction.—Judge.

Every being that can live can do something. This let him do.—Carlyle.

The value of a paper's advertising is gauged by the number of people it reaches. No other paper reaches more than a quarter as many Cottage Grove people as does The Sentinel.

If you don't read The Sentinel you don't get more than half the news.