

Polk County Observer

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BY LEW A. CATES.

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KEEP OUT POLITICS.

It is perfectly plain that it would be a grave mistake to attempt to make a partisan issue out of the question of preparedness, and the reassuring advices which come from Washington on this point cannot fail to be pleasing and gratifying to the people generally. On the other hand, we are told that the members of both political parties are inclined to regard and handle this great question in a spirit of true patriotism, which is the only way it should be handled, and also the only way it can be settled right and for the interests of the nation as a whole.

From whatever standpoint the question is viewed, however, it must be admitted that it is one of supreme importance and should not be obscured by partisan discussion or political consideration. The love of the United States is not confined to the members of any one party, but is a thing common to all true citizens. Every citizen also has a personal interest in the welfare of his country, for if the latter should be assailed by enemies each citizen of the nation would have to shoulder a share of the injury. Preparedness will cost much money, it is true, but it may prove far cheaper in the end to provide such safeguard against unforeseen contingencies. Advocates of preparedness insist that this policy bears a similarity to taking out fire insurance—it is an investment against disaster and losses and is, therefore, good business. But at all events it is a question to be settled on its merits, after honest and careful deliberation, and with every trace and tinge of politics entirely cut out.

REPUBLICAN CONFIDENCE.

A significant feeling of confidence is displayed by the republican national committee members in deciding to have the next republican national convention occur a week ahead of the convention of the democrats. This is a violation of a long established precedent, which holds that the party in power shall hold its convention first, review its achievements, renew its promises and outline fresh policies of administration on which it bases its hope of vindication and retention in authority. Customarily this is followed by the convention of the minority party, which too often picks its standard bearer with special consideration for political geography and party expediency and adopts a platform usually devoted largely to criticism and denunciation of the party in power.

This year, however, the republican party leaders have decided to ignore this precedent, with apparent determination to assume the aggressive and force the fighting all along the line. Instead of allowing the democrats to take the lead in selecting a ticket, outlining issues and defining political questions in which the American people are interested and concerned, the republicans propose to "beat them to it" and thus put the democrats in the position of making a stern chase, which proverbially is a long chase, with the advantages held by the leaders. It is an interesting tactical move and one that will be watched with much interest as it develops.

In this connection it also may be observed that while the democratic leaders are now talking of the political prospects with much confidence, there are certain signs which indicate that a considerable part of this confidence is assumed and not deeply rooted. The present democratic administration has unquestionably done some things well and deserves full credit therefor, but it also has its vulnerable points which invite attack by the party of opposition. None know this better than the democrats themselves, who naturally will exert themselves to the utmost to cover up their faults and mistakes, in hopes that by so doing they may squeeze out of a tight corner. If the republic-

cans play fair with the people, however, heal their factional differences and put forward a national ticket that will command the respect and confidence of all party members, they at least will keep the democrats guessing. And they may do even better than this, for there are some things which make next year look like a republican year—providing the republican leaders do not spoil it by "botching" the game.

ELECTRIFYING RAILROADS.

The recent successful test of the western division of the St. Paul road which has been electrified at an expense of \$20,000,000, has attracted much attention and also has served to revive predictions of extensive improvements of like character in other parts of the country. Quite a number of railroads during recent years have installed electric service for terminals and local passenger traffic, but the St. Paul is the first company to try this system for a large division (440 miles) and for the movement of freight as well as passenger trains. And the initial tests of this new improvement have proved so entirely satisfactory that already there is talk that the company may decide to extend this system to the Pacific coast, and perhaps eventually over the whole line.

We are told that the immense engines which have been put in service over that portion of the road already electrified have no fear of snow blockades, as they reach the maximum of mechanical efficiency and roll into their stations on schedule time regardless of wind, snow and weather. A great economy will result in the abolition of needless yards and round houses, in a lengthening of divisions and in increasing the tonnage of trains.

In other words, the St. Paul road has responded very promptly and very definitely to the public demand for better service. The officers of the road are so delighted with the results so far achieved that further improvements in this line are only a question of time. If at one stroke, the St. Paul can do away with snow trouble and other delays incident to weather, and can also practically double the load hauled, it is manifest that it is measuring up to the demands made upon it by the general public for service. And it goes without saying that other roads are bound to sooner or later adopt this same system to a more or less extent, it being the confident prediction of some experts that before many years elapse a considerable portion of the railroads of this nation will be using electricity for motive power, for their passenger service, at least.

SOME FARMER.

The total value of farm crops and animal products in this country for the year 1914 was \$9,873,000,000, says Secretary of Agriculture Houston in his annual report just made public, while he adds that even this high figure will be eclipsed by the showing of the present year when complete figures are available. As it is, 1914 total exceeds the best previous record by \$83,000,000, and if the figures for the present year come up to expectations the 1915 total probably will pass the ten-billion mark.

Uncle Sam is certainly some farmer, as the above figures show, and he is getting to be a better farmer every year. With ten billions of new wealth added to the resources of this nation annually, simply from the products of the soil and the allied animal industry, there is not much danger that the American people will hear the howl of the hunger wolf, or fail to have a plentiful surplus to help feed their neighbors in other parts of the world. But having set this goal in the production of food necessities, it is up to the United States to keep it up and steadily increase production to correspond with the increase of population and the growing needs of other nations. Scientific farming and carefully directed government aid will help to accomplish this, but the people themselves must do their part.

The approaching Christmas promises to be rich in a revival of the ancient custom of caroling. In the years gone by it was the custom to prepare for and usher in the merry Yuletide by the singing of innumerable Christmas carols. In various American cities the old custom is being revived, and in several Willamette valley towns already preparations are being made by various societies, by the schools, and by others interested in the re-establishment of so charming a custom, to bring back the songs that used to so thoroughly typify the spirit for which Christmas originally stood.

The Christmas "drive" is now on, and although father may be sticking to the trenches he is sure to be routed by the superior numbers engaged in the attack on his pocketbook. Santa Claus may not be the original hold-up man, but no other in that line ever beat old Santa in the total amount of "bank."

NOTICE TO CREDITORS.

Notice is hereby given that the undersigned, Oscar Hayter, has been duly appointed by the County Court of the State of Oregon for the County of Polk, administrator of the estate of Thaddeus Clark Shaffer, deceased, and has qualified.

All persons having claims against the said estate are hereby required to present them, duly verified, with the proper vouchers, within six months from the date of this notice, to the said administrator at his law offices in the Dallas City Bank Building, in said County of Polk.

Dated and first published, November 23, 1915.

OSCAR HAYTER,

Administrator of the estate of Thaddeus Clark Shaffer, deceased.

SHERIFF'S NOTICE OF SALE.

Notice is hereby given that by virtue of an execution issued out of the Circuit Court of the State of Oregon, for Marion County, on the 11th day of December, 1915, and to me directed upon a judgment that was enrolled and docketed in the office of the Clerk of said Court on the 13th day of December, 1915, in a certain suit then pending in said Circuit Court wherein Theo. M. Barr was plaintiff and Salem Fruit Evaporator Company, a corporation, and F. W. Waters were defendants, a judgment was rendered in favor of the above named plaintiff, Theo. M. Barr, and against the above named defendants, Salem Fruit Evaporator Company, a corporation, and F. W. Waters, for Twenty-Three Hundred Three and 66-100 (\$2303.66) dollars, with interest thereon from the 9th day of June, 1915, at the rate of eight (8) per cent per annum, and the further sum of One Hundred Seventy-Five and no-100 (\$175.00) dollars, now due on said judgment, with interest at the rate of six (6) per cent per annum, from the 13th day of December, 1915, and the further sum of Eighteen and no-100 (\$18.00) dollars, costs, and also the costs of and upon this writ; and whereas it was further ordered and decreed by said Court that the following property should be sold by me to satisfy said execution, I will, on Saturday, January the 22nd, 1916, at the hour of 1 o'clock p. m., of said day at the front door of the County court House at Dallas, Oregon, in Polk County, sell at public auction to the highest bidder for cash in hand on day of sale, all the right, title and interest and estate which said defendants have and all persons claiming under them have in or to the hereinafter described premises, and every part thereof.

Said property is described as follows: Lots one (1) and two (2), Block "B" West Salem, all in Polk County, Oregon.

Said Sale being subject to redemption in the manner provided by law, and the proceeds thereof to be applied to the payment of the aforesaid judgment.

Dated this 21st day of December, 1915.

JOHN W. ORR, Sheriff of Polk County, Oregon. CHAS. E. LENON, Attorney for Plaintiff D.21-J.18

NOTICE TO CREDITORS.

Notice is hereby given that the undersigned, William A. Yocom, has been appointed by the County Court of the State of Oregon for Polk County, administrator of the estate of Hathaway Yocom, deceased, and has qualified.

All persons having claims against the said estate are hereby required to present them, duly verified, with the proper vouchers, within six months from the date of this notice, to Oscar Hayter, attorney for the undersigned administrator, at his law offices in Dallas City Bank Building, in Dallas, Oregon.

Dated and first published December 17, 1915.

WILLIAM A. YOCOM,

Administrator of the estate of Hathaway Yocom, deceased.

OSCAR HAYTER, Attorney for administrator. D17-J14

NOTICE OF FINAL SETTLEMENT.

Notice is hereby given that the undersigned has filed in the County Court of the State of Oregon, for the County of Polk, her Final Account as Executrix of the Last Will and Testament of John Ferguson, Deceased, and that said Court has fixed Monday, January 3, 1916, at the hour of 10 o'clock a. m. of said day as the time and the County Court Room in the County Court House, in Dallas, in Polk County, Oregon, as the place for hearing said Final Account and all objections thereto.

Dated at Dallas, Oregon, November 29, 1915.

MARY FERGUSON, Executrix of the Last Will and Testament of John Ferguson, Deceased.

SHERIFF'S NOTICE OF SALE.

Notice is hereby given that by virtue of an execution issued out of the Circuit Court of the State of Oregon, for Polk County, on the 27th day of November, 1915, and to me directed upon a judgment which was enrolled and docketed in the office of the clerk of said Court on the 23rd day of November, 1915, in a certain suit then pending in said Court wherein May C. Barnes was plaintiff, and G. M. Douglas and Leona M. Douglas, his wife, Kingwood Park Co., a corporation, and J. F. Davis were defendants, a judgment was rendered in favor of the above named plaintiff, and against the above named defendants, for Twelve hundred seventy-one and no-100 Dollars (\$1271.00) with interest thereon at the rate of 8 per cent per annum from the 22nd day of November, 1915, and the further sum of One hundred twenty-five and no-100 Dollars (\$125.00), with interest thereon at the rate of 8 per cent per annum from the 22nd day of November, 1915, and the further sum

of Twenty-four and no-100 Dollars (\$24.00), costs and disbursements and the costs of and upon this Writ; and whereas it was further ordered and decreed by said Court that the following property should be sold by me to satisfy said execution, I will, on Friday, the 31st day of December, 1915, at the hour of One o'clock p. m., of said day at the front door of the Court House at Dallas, Oregon, in Polk County, sell at public auction to the highest bidder for cash in hand on day of sale, all the right, title and interest and estate which said defendants have and all persons claiming under them have in or to the hereinafter described premises, and every part thereof.

Said property is described as follows: Lot No. 8, in Block No. 12, Kingwood Park, Polk County, Oregon. Said sale being subject to redemption in the manner provided by law and as provided in said decree.

Dated this 29th day of November, 1915.

JOHN W. ORR, Sheriff of Polk County, Oregon.

POGUE & PAGE, Attorneys for Plaintiff.

NOTICE OF APPOINTMENT OF ADMINISTRATOR.

Notice is hereby given to all whom it may concern that the undersigned W. T. Macy has been duly appointed and qualified and letters of administration have been duly issued to him by order of the county court of Polk county, Oregon, duly made and entered of record therein on the 15th day of December, 1915, appointing said W. T. Macy as administrator of the estate of Sherman Whitson Scroggin, deceased. All persons having claims against said estate will present the same to the undersigned at McMinnville, Oregon, with proper vouchers annexed within six months from the date of this notice.

Dated this 11th day of December, 1915.

W. T. MACY, Administrator estate Sherman Whitson Scroggin, deceased.

HOLMES & PEARCE, Attorney for estate, McMinnville, Dec.17-Jan14

SUMMONS.

In the Circuit Court of the State of Oregon, for the County of Polk.

W. W. Fawk and Mary V. Fawk plaintiffs, vs. Title & Trust Company, an Oregon corporation, Florence Page, Winifred I. Doseh, Charles G. Benson, W. H. McNair, B. M. Benson, First National Bank of Ashland, Oregon, an Oregon corporation, Clarence C. Murton, J. Syd McNair, Ernest P. Doseh, C. C. Page, T. L. McIntyre, Walter A. Bandimere, Herman Palester, Margaret Cohen, C. B. Vaughn and E. J. Carlson, defendants.

To Florence Page, J. Syd McNair, C. C. Page, T. L. McIntyre, Walter A. Bandimere, Herman Palester, C. B. Vaughn and E. J. Carlson, Defendants above named: In the name of the State of Oregon you are hereby required to appear and answer the complaint filed against you in the above entitled suit, within six (6) weeks from December 21, 1915, the date of the first publication of this summons, and if you fail to answer for want thereof, the plaintiffs will apply to the court for the relief demanded in the complaint in this suit, to-wit:

1. That the plaintiffs have judgment for the sum of five thousand four hundred fifty-six and 48-100 dollars (\$5,456.48), with interest thereon at the rate of eight per cent, (8%) per annum, from November 21st, 1915, until paid, and the further sum of six hundred dollars (\$600.00) as their attorneys' fees for the collection of the note hereinafter described and the foreclosure of the trust agreement and mortgage set forth in this complaint, and for the further sum of their costs and disbursements herein.

2. That the trust agreement set forth in the complaint herein be declared to be a mortgage and be declared to be a lien upon the mortgaged premises described therein, including that certain building known as "The Crowley Warehouse," situated upon the right-of-way of the Southern Pacific Railway Company, at Crowley Station, on the line of said railroad, in Polk County, Oregon, which warehouse is appurtenant to the land above described, and a privilege connected therewith, with the exception of the north half (N. 1/2) of lot twenty-three (23); lot seventeen (17); the southeast two and sixty-five hundredths (S. E. 2.65) acres of lot ten (10), as hereinafter specifically described; the southwest two and sixty-five hundredths (S. W. 2.65) acres of lot ten (10), as hereinafter specifically described; the east half (E. 1/2) of lot twenty (20); lot eighteen (18); the south half (S. 1/2) of lot twenty-three (23); lot fifteen (15); the south half (S. 1/2) of lot sixteen (16); the west half (W. 1/2) of lot fourteen (14); lot three (3); and the north half (N. 1/2) of lot sixteen (16), all in Willamette Valley Orchard Tract No. 1, as platted and recorded in the records of Polk County, Oregon, which said lands last described as excepted, have heretofore been conveyed or contracted to be conveyed, by the Title & Trust Company, defendant, and further that plaintiffs' mortgage be declared to be a lien upon all property now in the possession of the Title & Trust Company, defendant, held by them pursuant to the terms of said trust agreement, and belonging to the beneficiaries thereunder, and also all of the right, title and interest of the defendants, or any one of them, as beneficiaries under said trust agreement, in and to any of the property covered by said trust agreement; that the said real estate above described, including the warehouse at Crowley Station, hereinafter de-

scribed as being covered by the lien of plaintiffs' mortgage, be sold in a manner provided by law, and the proceeds of said sale be applied toward the payment of the costs of this sale and toward the costs and disbursements of this suit and the payment of such judgment and decree as shall be made herein in favor of the plaintiffs, including attorneys' fees, and the balance, if any, paid into court for the benefit of whomsoever shall be decreed by the court to be entitled thereto.

3. That if the said unsold lands, when sold pursuant to the decree of this court, shall not sell for enough to pay the claims of the plaintiffs herein in full, as shall be provided by decree of this court, that in that event, the interests of the defendants and all of them, as beneficiaries, or otherwise, in the contracts for the sale of lands covered by the said trust agreement which have been heretofore contracted to be sold by the said Title & Trust Company, defendant, and which contracts of sale are outstanding, and any other rights or interest of the defendants, or any of them, except the Title & Trust Company, in the said trust agreement and the property covered thereby, be sold in a manner provided by law for the sale of such property, under execution, and the proceeds of said sale be applied as follows, to-wit: The payment of the balance of the plaintiffs' judgment and decree as shall be entered herein, and the balance, if any, paid into the court for the benefit of whomsoever shall be decreed by the court to be entitled thereto, said contracts being described as follows, to-wit: Contracts of sale made by Title & Trust Company, defendant, covering the property and running to the purchaser and bearing the date and having the amount due thereon for each contract respectively, as follows:

Description, Lot eighteen (18); purchaser, A. H. Dennett; date, July 5, 1911; amount unpaid, \$369.57.

Description, South half (S. 1/2) of lot twenty-three (23) (as hereinafter more specifically described); purchaser, A. H. Dennett, date, November 14, 1911, amount unpaid, \$7.50.

Description, Lot fifteen (15); purchaser, G. A. Grabb; date, November 14, 1911, amount unpaid, \$298.00.

Description, South half (S. 1/2) of lot sixteen (16); purchaser, W. L. McKnight, date, May 1, 1912; amount unpaid, \$138.50.

Description, West half (W. 1/2) of lot fourteen (14); purchaser, Jessie B. Grabb; date, January 17, 1913; amount unpaid, \$469.51.

Description, Lot three (3); purchaser, H. P. Hough; date, December 15, 1913; amount unpaid, \$855.36.

Description, North half (N. 1/2) of lot sixteen (16); purchaser, D. G. Revere; date, January 15, 1914; amount unpaid, \$195.03.

And plaintiffs pray that said decree shall provide that the sale of the beneficiaries' interests in the said lands contracted to be sold, shall affect only the equity of the beneficiaries therein, and the purchasers of said contracted lands at such foreclosure sale shall be merely subrogated to the rights of the beneficiaries of the said trust agreement in said contracted lands, and that said foreclosure shall not in any wise affect the rights and powers of said Title & Trust Company to continue to perform its said contracts of sale and receive the purchase price therein specified, the purchaser at such foreclosure sale to receive from said Title & Trust Company such portions of the proceeds arising from said contracts of sale as the payees and beneficiaries under the trust agreement would have received if there had been no foreclosure.

4. That the contracts entered into by and between the Title & Trust Company, defendant, and T. L. McIntyre, Walter A. Bandimere, Herman Palester, Margaret Cohen, C. B. Vaughn and E. J. Carlson, be declared to be null and void and of no effect and the lands covered by the said contracts respectively, be declared to have reverted to the Title & Trust Company, freed from any right, title or interest therein or thereto by any of the said defendants last above named, by virtue of the contracts entered into by the said Title & Trust Company with said defendants above referred to, and the said lands be declared to be held by the said Title & Trust Company as unsold lands, pursuant to the terms of the said trust agreement, and that the same be sold as hereinafter prayed for.

5. That the defendants herein, and each and all of them, except the Title & Trust Company, and all persons claiming under them, or either of them, be decreed to have no right, title or interest in and to the lands or property covered by said trust agreement herein set forth, and be barred and foreclosed of all estate, right or equity of redemption in the said premises and every part thereof, except the statutory right of redemption in and to the real property decreed to be sold under execution, and that any party to this suit may become a purchaser at said sale, and that the purchaser be let into possession of said premises upon the production of the certificate of sale, and that the plaintiffs have such other and further relief as to the court may seem equitable and just.

This summons is published in pursuance of an order of the Hon. Harry H. Belt, Judge of the above entitled court, which order is dated December 17, 1915, and which order prescribes that this summons be published in the Polk County Observer, a newspaper of general circulation in the County of Polk and State of Oregon, once each week, for six (6) successive weeks. Date of first publication, December 21, 1915; date of last publication, February 1, 1916.

ANGELL & FISHER, Attorneys for Plaintiffs. D21-F1

DO NOT DELAY BUY CHRISTMAS GIFTS TODAY MORRIS, JEWELER

WHAT DO YOU WANT FOR YOUR CHRISTMAS DINNER ????????

We have anything you want or need in the grocery line. See if there is not something in this list that you need: Campbell's Soups, Clams, whole or minced, Oysters, Celery, Green Olives (Bulk or tinned), Ripe Olives, Dill Pickles, Sweet Pickles, Mixed Pickles, Head Lettuce.

FISH. Salmon, Shrimp, Tuna, Cod Fish.

CANNED GOODS. Beans, Peas, Corn, Tomatoes, Pumpkin, Asparagus Tips, Peaches, Pears, Apricots, Pineapple. All kinds of fresh vegetables that the market supplies.

FRUITS. Bananas, Oranges, Grapes, Lemons, Grape Fruit, Figs, Dates, Fresh cakes, either packed or bulk, Nuts, Candies, Coffees, Teas, Grape Juice, Pineapple Juice, Cheese, Cream or brick.

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