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TTLEMENT. that the n- ck, executrix Testament of -ed, has filed of Polk County, with said -x, and the -dge of said -y, the 29th of the hour of -on of said -e County Court -e City -e objections to for the settle-

EN M. COOK. Will and Tes- Cook, Deceas-

D.31-J-28

OF SALE. that by vir- out of the -e of Oregon, 23rd day of -e me directed -e was enrolled -e of the Clerk -e day of De- -e Court wherein -e and James -e Wilson, his -e Bank, an -e was ren- -e above-named -e and against -e, James -e Wilson, his -e Bank, an -e Two Thou- -e six and 60 -e with interest -e day of July, -e (8) per cent -e sum of -e (\$200.00)

dollars, attorneys fees, and the further sum of Ten and 30-100 (\$10.20) dollars, 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 29th, 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: Commencing at the Southeast corner of the Nathaniel Hudson Donation Land Claim, No. 54, Not. No. 5968 in Township 8 South of Range 6 West of the Willamette Meridian, in Polk County, Oregon, thence running West 14.666 chains; thence North 24.00 chains; thence West 11.534 chains; thence North 16.00 chains; thence East 26.20 chains; thence South 40.00 chains; to the place of beginning, and containing 77.12 acres more or less, 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 28th day of December, 1915.

JOHN W. ORR, Sheriff of Polk County, Oregon. SIBLEY & EAKIN, Attorneys for Plaintiff. D28-J25

ADMINISTRATOR'S OR EXECUTOR'S NOTICE OF HEARING OF FINAL ACCOUNT.

Notice is hereby given that the final account of Alice E. Page as administratrix of the estate of F. J. Page, deceased, has been filed in the County Court of Polk County, State of Oregon, and that the 31st day of January, 1916, at the hour of 8 o'clock a. m., has been duly appointed by such Court for the hearing of objections to such final account and the settlement thereof, at which time any person interested in such estate may appear and file objections thereto in writing and contest the same.

ALICE E. PAGE, Administratrix of the Estate. D24-J21

CITATION.

In the County Court of the State of Oregon for Polk County. In the matter of the estate of James B. Olmsted, deceased. To Anna Q. Olmsted, Merle Crane Evans, (formerly Olmsted,) Eva M. Olmsted, (formerly Olmsted,) Gertrude W. O. Conover, Winifred B. Skidmore, (formerly Evans,) Ida E. Wickham, and the unknown heirs of L. W. Stewart, deceased, described in the will of decedent as "son by adoption," heirs and devisees of the above named James B. Olmsted, deceased, and to all others unknown:

In the name of the State of Oregon, you are hereby cited and required to appear in the County Court of the State of Oregon in and for the County of Polk, at the Courtroom thereof in the city of Dallas, in said County, on Monday, the 7th day of February, 1916, the same being the first day of the February, 1916, term of said Court, at the hour of ten o'clock in the forenoon of said day, and there to show cause, if any exist, why an order as prayed for in the petition of Anna Q. Olmsted, as executrix of said estate, filed herein on this day, should not be granted to the said executrix to sell the following described part of the real estate of said deceased at private sale for cash for the purpose of raising funds sufficient for the payment of the funeral charges, expenses of administration, and claims against the said estate, which real property is described as follows, to-wit:

Lot No. 2, in Block No. 2, in Kealy's Addition to the town of Waldport, in Lincoln County, State of Oregon; Also, beginning at the Northwest corner of the William J. Berry Donation Land Claim, No. 53, in Township 10 South, Range 5 West, in Polk County, Oregon, and running thence West 16.722 chains; thence South 33.631 chains, and thence North 35 degrees, 05 minutes West 8.888 chains to a point which is the beginning point of the tract hereby described; running thence north 54 degrees 55 minutes East 11.25 chains; thence North 35 degrees 05 minutes West 17.777 chains; thence South 54 degrees, 55 minutes West 11.25 chains, and thence South 35 degrees, 05 minutes East 17.777 chains to the place of beginning, containing 20 acres, more or less.

Also, beginning at an oak stake driven in the ground 31.347 chains South and 9.152 chains East from the Northwest corner of said William J. Berry Donation Land Claim, and running thence South 54 degrees 55 minutes West 22.50 chains to an oak stake; thence North 35 degrees 05 minutes West 13.333 chains to an oak stake; thence North 54 degrees 55 minutes East 11.25 chains to an oak stake; thence North 35 degrees 05 minutes West 8.888 chains; thence North 54 degrees 55 minutes East 11.25 chains; thence South 35 degrees 05 minutes East 22.222 chains to the place of beginning, containing 40 acres, more or less. Witness the Hon. J. B. Teal, Judge of the County Court of the State of Oregon for the County of Polk, with the seal of said Court affixed, this 22nd day of December, 1915. A. B. ROBINSON, JR., Clerk of said Court. (Seal of County Court) D24-J21

NOTICE TO CONTRACTORS.

Notice is hereby given to whom it may concern that the Honorary Court of Polk County will receive bids on Saturday, January 15, 1916, at 1 o'clock p. m., for the grubbing and grading of the change in the McBees road.

Plans on file in the clerk's office. A certified check of 5 per cent of the amount of the bid to accompany the bids. Court will also receive bids for fencing this change.

The court reserves the right to reject any and all bids. By order of the County Court. Dec.21-Jan.11

PROPOSAL FOR SALE OF STREET IMPROVEMENT BONDS OF THE CITY OF DALLAS, POLK COUNTY, OREGON.

Notice is hereby given that sealed bids for the purchase of the whole or any part of \$9813.32 of 1915 Street Improvement Bonds of the City of Dallas, Polk County, Oregon, as authorized by Ordinance No. 254 of said City, will be received by the undersigned Auditor and Police Judge of said City, until 6:30 o'clock p. m. on Monday, January 10, 1916. Said bonds will be ninety-eight (98) in number and in denominations of \$100.00 each. Each of said bonds will be dated July 17, 1915, payable in ten (10) years from date, and will bear interest at a rate not to exceed six (6) per cent. per annum, interest to be payable semi-annually on the 17th day of January and the 17th day of July of each year; both principal and interest to be payable in United States Gold Coin of the present standard of weight and fineness, at the Dallas City bank in the city of Dallas, Polk County, Oregon, without charge, cost, or expense to the purchaser or holder of said bonds.

The said City of Dallas, Polk County, Oregon, hereby reserves the right to take up and cancel said bonds, or any part of them, upon the payment of the face value thereof and the accrued interest to the date of such payment, at any semi-annual interest period at or after one year from the date of said bonds, to-wit: At or after one year from the 17th day of July, 1915.

The above-named bonds will be sold to the highest bidder, by the said City of Dallas, at the hour of 8 o'clock p. m. on Monday, the 10th day of January, 1916, in the Council Chamber in said City. The bids must state the rate of interest, not exceeding six (6) per cent. per annum; but said bonds shall not be sold for less than their face value, together with the accrued interest thereon from the day of their date to the date of their delivery. Said delivery of said bonds will be made at the office of the City Treasurer of the said City of Dallas, Polk County, Oregon.

The City Council of the City of Dallas, Polk County, Oregon, hereby reserves the right to reject any or all bids. Bids must be marked "Bids for 1915 Street Improvement Bonds," accompanied by a certified check for ten (10) per cent. of the amount bid, and addressed to Charles Gregory, Auditor and Police Judge, Dallas, Polk County, Oregon.

Done by order of the City Council of the City of Dallas, Polk County, Oregon, made and entered of record on the 6th day of December, 1915.

Witness my hand and the official seal of the City of Dallas, Polk County, Oregon, this 10th day of December, A. D., 1915. CHAS. GREGORY, Auditor and Police Judge.

PROPOSAL FOR SALE OF 1915 UGLOW AVENUE IMPROVEMENT BONDS OF THE CITY OF DALLAS, POLK COUNTY, OREGON.

Notice is hereby given that sealed bids for the purchase of the whole or any part of \$2851.88 of 1915 Uglow Avenue Improvement Bonds of the City of Dallas, Polk County, Oregon, as authorized by Ordinance No. 255 of said City, will be received by the undersigned Auditor and Police Judge of said City, until 6:30 o'clock p. m. on Monday, January 10, 1916. Said bonds will be twenty-eight (28) in number and in denominations of \$100.00 each. Each of said bonds will be dated October 20, 1915, payable in ten (10) years from date, and will bear interest at a rate not to exceed six (6) per cent. per annum, interest to be payable semi-annually on the 20th day of April and the 20th day of October of each year; both principal and interest to be payable in United States Gold Coin of the present standard of weight and fineness, at the Dallas City bank in the City of Dallas, Polk County, Oregon, without charge, cost, or expense to the purchaser or holder of said bonds.

The said City of Dallas, Polk County, Oregon, hereby reserves the right to take up and cancel said bonds, or any part of them, upon the payment of the face value thereof, and the accrued interest to the date of such payment, at any semi-annual interest period at or after one year from the date of said bonds, to-wit: At or after one year from the 20th day of October, 1915.

The above-named bonds will be sold to the highest bidder, by the said City of Dallas, at the hour of 8 o'clock p. m. on Monday, the 10th day of January, 1916, in the Council Chamber in said City. The bids must state the rate of interest, not exceeding six (6) per cent. per annum; but said bonds shall not be sold for less than their face value, together with the accrued interest thereon from the day of their date to the date of their delivery. Said delivery of said bonds will be made at the office of the City Treasurer of the said City of Dallas, Polk County, Oregon. The City council of the City of Dal-

las, Polk County, Oegon, hereby reserves the right to reject any or all bids.

Bids must be marked "Bids for 1915 Uglow Avenue Improvement Bonds," accompanied by a certified check for ten (10) per cent. of the amount bid, and addressed to Charles Gregory, Auditor and Police Judge, Dallas, Polk County, Oregon.

Done by order of the City Council of the City of Dallas, Polk County, Oregon, made and entered of record on the 6th day of December, 1915.

Witness my hand and the official seal of the City of Dallas, Polk County, Oregon, this 10th day of December, A. D., 1915. CHAS. GREGORY, Auditor and Police Judge.

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 14th 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 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 A. F. Davis were defendant's, a judgment was rendered in favor of the above named plaintiff, and against the above named defendant's, 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 5 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 L. 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 hereinbefore 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 hereinbefore specifically described; the southwest two and sixty-five hundredths (S. W. 2.65) acres of lot ten (10), as hereinbefore 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 plated 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, hereinbefore 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, \$360.57.

Description, South half (S 1/2) of lot twenty-three (23) (as hereinbefore 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, \$138.56.

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, \$105.03.

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 hereinbefore 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 & FISHEL, Attorneys for Plaintiffs. D21-F1