

JURORS FAIL TO AGREE

SMITHS LIKELY TO BE ARRAIGNED SECOND TIME.

Sheriff's Raid Upon Basement Resort at Independence Last Fall Results in Disagreement.

In spite of the fact that two members of a poker party testified that they played cards for money in the basement of Smith Brothers' pool hall at Independence on the evening on which Sheriff Orr and his deputies raided the place last fall, the jury which heard the case remained out all Tuesday night and Wednesday morning, and was dismissed for its failure to agree on a verdict. When Judge Belt dismissed the jury its members stood six to six for conviction, after having spent more than twelve hours in the jury room. Cliff and Frank Smith were indicted by the January grand jury for operating a public nuisance in permitting gambling games to be carried on in their Independence pool hall. Sheriff Orr and deputies raided the place during the hop season last fall, and at that time confiscated chips and cards that were found in an out-of-the-way basement room, where two private detectives testified they had been gambling just before the raid was made. It is alleged that the Smiths were forewarned and had broken up the card game only a few moments before the sheriff's party arrived.

Cliff, Frank and Oliver Smith testified for the defense, the former saying that he knew nothing of a card game in the basement room on the evening of the raid. Oliver Smith came into court after his brothers had testified in their own behalf and stated that he had taken part in a card game in the basement room, but that it was of a purely social nature. The state attempted to show that there would be no game carried on in such a place with purely social intent when there were available card tables in the pool room upstairs. And by the introduction of the testimony of two men, who said they took part in a game for money, the state hoped to establish its evidence beyond a question. The jury did not consider as weighty the testimony of the private detectives, or stool pigeons, and were divided throughout the night on the many ballots that were cast. At nine o'clock Wednesday morning, with the vote standing six to six, the case was continued until the next term of court. As to whether the Smiths will be prosecuted then remains for the district attorney to decide, but it is probable that he will bring the case up again on the indictments found by the January grand jury.

New Books at the Library.

Twenty-four new books have been selected by Miss Jennie Muscott and placed in circulation in the Dallas library. The collection includes a number of interesting travel series and a number of volumes of the recent fiction. There are nine volumes for youngsters in the collection, including story books and industrial works. In the adult collection "Vikings of the Pacific," by Agnes C. Laut is a notable volume of travelogues and fables of the great ocean. "New Demands in Education," by Monroe is one of the books specified for the teachers' reading circle course. "Cleaning and Renovating at Home," by Osman, will be found to contain much valuable information for housewives. "Life at West Point," by Hancock, will prove of interest to men and boys, as its author, thoroughly familiar with the nation's great army school, has attempted to give an intimate glimpse of the school and the things that make it the most famous training ground in the world. The list of new books follows:

"Civilization During the Middle Ages"—Adams.
"Cleaning and Renovating at Home"—Osman.
"Guide to the National Parks of America"—Allen.
"The Andes and the Amazon"—Enoch.
"Life at West Point"—Hancock.
"Masterpieces of Painting"—Jewett.
"New Demands in Education"—Monroe.
"Vikings of the Pacific"—Laut.
"Frankenstein"—Shelley.
"Letters to a Business Girl"—Saunders.
"If I Were King"—McCarthy.
"Rose O' Paradise"—White.
"Night of the Strongest"—Greene.
"Miss Selina Lee"—Davies.
"Road to Providence"—Davies.
Juvenile Books.
"Saturday Mornings"—Benton.
"Children's Classics in Dramatic Form"—Stevenson.
"Gabriel and the Hour Book"—Stein.
"Girls' Make-at-Home Things"—Bailey.
"Boys' Make-at-Home Things"—Bailey.
"Elliott Gray, Jr."—Maynard.
"Harper's Electricity Book for Boys"—Adams.
"First Steps for Little Feet"—Adams.
"Storied Holidays"—Brooks.

Wedding Gifts Disappear.

Mr. and Mrs. Dashiell celebrated their golden wedding anniversary last fall they were presented with a gold coin of the two-dollar-half denomination, and these were valued very highly. A few days ago, Dashiell took them to a jeweler with a view to having them transformed into ornamental

keepsakes, but the goldsmith being unable to perform the work at that time the owner replaced them in his purse and retraced his steps homeward. Without further examination of the pieces he placed the purse containing them in a bureau drawer, but when he went for the coin the first of the week they had disappeared. Whether Mr. Dashiell lost the gold pieces while enroute home, or whether thieves entered the house and carried off the gift pieces he is at a loss to know. The coins were wrapped in a paper before being placed in the purse.

THE CITY IN BRIEF

Free—With every pair of men's or women's shoes sold we will present you, your choice, a pair of rubbers. Dallas Shoe Store. 97-ff.

Dr. J. G. Turner, formerly of Lowe & Turner, eye specialists of Portland, will be in Falls City Tuesday, February 15th at Hotel Parlor. Headaches relieved, cross eyes straightened. No charge for consultation or examination. Satisfaction guaranteed. 97-3f.

Say, you enthusiastic "Made in Oregon," "Support Home Institutions" shouters and boosters, have you stopped to think that the Oregon Fire Relief association of McMinnville is an Oregon concern and that all the money put into it for your safe protection against fire is kept right here in Oregon instead of being sent out to enrich some corporation. No company is on a more solid basis, none is as prompt in settlement of losses and none writes as cheaply. Therefore it is entitled to your consideration. Be consistent and lend it your aid. Al. Snyder will explain it to you. 84-ff.

Saw filing, sewing machines cleaned and repaired, keys fitted, locks repaired and all other jobs of this character done promptly at reasonable prices. From now on I will be found at the Dallas Gun store, 612 Mill street, Dallas. Your patronage respectfully solicited.—Joseph Crowther.

The Sterling Furniture company frames pictures. 64-ff.

For Fire and automobile insurance see Chas. Gregory, city hall. 32-ff.

Dr. C. L. Foster, dentist, City Bank building, Dallas. 73-F.

The Sterling Furniture company frames pictures. 64-ff.

Your opportunity to get a pair of rubbers free. A pair given with every sale of men's or women's shoes. Dallas Shoe Store. 97-ff.

PAY OF CLERGY SMALL.

Bishop Says Episcopalians Decline in Old Age.

The average pay of the clergymen of the Protestant Episcopal church in the United States is \$1200 a year, according to Bishop Lawrence of Massachusetts, who has announced the result of a census of salaries paid ministers of his denomination in this country. "There are 4420 clergymen actively devoting their lives to the service of the Episcopal church—sometimes called the richest church in America," said Bishop Lawrence. "Yet 2522 of our clergy, more than one-half, are paid less than \$1500 a year; 727 receive less than \$1000, and only 118 earn \$500 or more. Even this is not all cash, but includes the value of a house, when supplied.

"The highest average salary is earned at 47 years of age. There is a distinct falling off in the salaries earned by the older men, especially those over 60. Many old men performing hard jobs are making \$600 and \$700 a year. The church, therefore, today has, in fact, if not in name, a system of virtual retirement at the expense of the old men."

JUMP-OFF JOE NO MORE.

Familiar Landmark at Newport Destroyed by Angry Waves.

Visitors to Newport next summer will discover that an old and familiar landmark has been badly treated by the storms of winter. "Jump-Off Joe," a favorite subject for the kodak fan, has no longer the arch through which a glimpse may be had of Foulweather Light in the distance. During the gale of last week the arch caved in and a great portion of the bluff was washed away, leaving two separate rocks standing where formerly was a high arched rock.

High Price For Hops Refused.

Hops look good just now to more than one local grower, and among the several is T. C. Brown, who thought about a month ago that he would be glad to sell when the price reached twelve cents a pound. But this week Mr. Brown received and entertained an offer of twelve and one-half cents for his crop. After the ceremony of entertainment the outlook in the hop market was so bright that Mr. Brown refused the offer and has again turned the key in the warehouse door to await a further raise in the market price.

Barnard-Counts.

Mr. Archie S. Barnard and Miss Cora M. Counts, both of Independence, were united in holy wedlock by Rev. George H. Bennett on Tuesday at the Methodist parsonage.

CONVICT INVADERS POLK

GEORGE CLARK SUSPECTED OF BEING IN THIS COUNTY.

Reward Is Offered for Capture of Criminal Who Escaped From Penitentiary By Sawing Bars.

That George Clark, the convict who made such a spectacular escape from the state penitentiary several days ago, has been near Dallas and in other parts of Polk county is the firm conviction of more than one person. Isank Dyck of Polk Station entertained a stranger late last week and is sure that his guest was none other than the escaped convict. The man appeared at the Dyck home about two o'clock in the afternoon and requested food. A meal was set out for him and he made himself perfectly at home until about four o'clock. He proceeded to make himself scarce in that vicinity and has not been seen there since. In the Smithfield district several people saw a stranger who could not be accounted for and they are of the belief that it was George Clark.

Clark escaped by patiently sawing through the bars of his cell window and letting himself down to the roof of adjoining building by the use of a blanket from his bunk. He chose midnight as the hour to make his escape, just when the guards were changing shifts and there was no one to detect his flight. In the penitentiary he was known as a dangerous and desperate criminal, although the offense which landed him behind the bars was burglary, committed in Lane county. Clark is still at large and none of the many searchers who have been scouring the country for his track has had sight of him. The usual reward of \$50 is offered for Clark's capture, and Governor Withycombe will ask the next legislature for an appropriation of \$200 as an additional reward to anyone who secures the convict.

Mrs. Clamfield Injured.

Mrs. Richard Clamfield of Ballston sustained a broken leg from slipping on a thin coating of ice. The smaller bone was broken just above the ankle, as she fell on it.

NOTICE OF FINAL SETTLEMENT.

Notice is hereby given that Taylor A. Dunn, executor of the estate of Mary E. Swarts, deceased, has filed his final account as such executor in the County Court of the State of Oregon for Polk County, and that Saturday, the 4th day of March, 1916, at the hour of ten o'clock in the forenoon of said day, at the Courtroom of said County Court in Dallas, Oregon, has been appointed by the Judge of said Court as the time and place for the hearing of objections to said final account and the settlement thereof.

Dated and first published, February 4, 1916.

TAYLOR A. DUNN,
Executor aforesaid.

OSCAR HAYTER,
Attorney.

NOTICE TO CREDITORS.

In the District Court of the United States, for the District of Oregon. In the Matter of John E. Grimes, Bankrupt.

No. 3620 in Bankruptcy. Notice is hereby given that on the 26th day of January, A. D., 1916, John E. Grimes of Monmouth, Oregon, the bankrupt above named, was duly adjudicated bankrupt; and that the first meeting of his creditors will be held at my offices, Rooms 830-831 Northwestern Bank Building, Portland, Oregon, on the 10th day of February, 1916, at 10:30 a. m., at which time said creditors may attend, prove their claims, appoint a trustee, examine the bankrupt, and transact such other business as may properly come before said meeting.

Claims must be presented in form required by the Bankruptcy Act, and sworn to.

The schedule filed discloses doubtful assets.

Dated January 31, 1916.

A. M. CANNON,
Referee in Bankruptcy.

NOTICE TO CREDITORS.

Notice is hereby given that the undersigned has been duly appointed administratrix of the estate of Conrad Faust, deceased, by the County Court of the State of Oregon, for Polk County, and has qualified. All persons having claims against the said estate are hereby notified to present the same, duly verified, together with the proper vouchers therefor, to the undersigned, at the law office of L. D. Brown, in the City of Dallas, in said County of Polk within six months from the date of this notice.

Dated and first published this 21st day of January, 1916.

ROSE PICKENS,
Administratrix of the estate of Conrad Faust, deceased.

L. D. BROWN,
Attorney for the Estate. J21-F18

NOTICE OF FINAL SETTLEMENT.

Notice is hereby given that Charles William Leonard, guardian of the person and estate of Ellis Ray Ireland, a minor, has filed his final account as such guardian in the County Court of the State of Oregon for Polk County, and that Saturday, the 4th day of March, 1916, at the hour of ten o'clock in the forenoon of said day, at the Courtroom of said County Court in Dallas, Oregon, has been appointed by the Judge of said Court as the time and place for the hearing of objections to said final account and

the settlement thereof.

Dated and first published, February 4, 1916.

CHARLES WILLIAM LEONARD,
Guardian aforesaid.

OSCAR HAYTER,
Attorney.

NOTICE TO PRESENT CLAIMS.

Notice is hereby given that the undersigned has been appointed executor of the estate of Jane Glenn, deceased, by the County Court of Polk County, Oregon. All persons having claims against said estate will please present the same to the undersigned at 308 U. S. National Bank Building, Salem, Oregon, duly verified as by law required, within six months from date hereof.

Dated this 28th day of January, 1916.

JOHN H. M'NARY,
Executor of the estate of Jane Glenn, deceased. J28-D25

SUMMONS.

In the Circuit Court of the State of Oregon for Polk County—Department No. 2.

Clear View Orchard Company, a corporation, Minnie E. Radke, Wilda Wayland Dayton, George Fred Hummel, and Clarence P. Flanders, Plaintiffs, vs. Vincent J. Turnidge and Amanda Turnidge, his wife, Eliza J. Stakely and Thomas Stakely, her husband; James C. Turnidge and Sarah Turnidge, his wife; Jesse A. Turnidge and Uesba Turnidge, his wife; Julius A. Maddux, widower; David T. Maddux, and Esta W. Maddux, his wife; John W. Maddux (unmarried); James S. Maddux and Rosa T. Maddux, his wife; Rutha F. Cox and Seaborn J. Cox, her husband; Oliver Maddux and Carrie Maddux, his wife; Nellie J. Alder and George E. Alder, her husband; Mary J. Albright and J. J. Albright, her husband; J. R. Pollard, (a widower); Fannie Kincaid and Jas. H. Kincaid, her husband; George A. Campbell and Nannie Campbell, his wife; Annie Wilson and Wm. Wilson, her husband; Dovey Higdon and I. D. Higdon, her husband; L. A. Campbell and Myrtle Campbell, his wife; Elizabeth Turnidge, a widow; W. J. Turnidge and Tressa Turnidge, his wife; John Turnidge and Cora Turnidge, his wife; Theodosia Hardin and James Hardin, her husband; Frank Turnidge and Bertha Turnidge, his wife; Adelia Pound and James Pound, her husband; Jasper Turnidge and Belle Turnidge, his wife; Annie Brownley and Arthur Brownley, her husband; Matilda J. Ridgeway, a widow; William Ridgeway, Jr., and Ridgeway, his wife; Lloyd Ridgeway and Nina Ridgeway, his wife; Mary C. Ridgeway, unmarried; S. Emma Seth and Guy Seth, her husband; Inez M. Ridgeway, unmarried; Joseph W. Ridgeway and Laura Ridgeway, his wife; Charles N. Ridgeway, unmarried; Henry H. Ridgeway and Maude Ridgeway, his wife; Mary E. Ridgeway, unmarried; Ida Elizabeth Haynes and Haynes, her husband; Eliza Jane Black and Joseph Black, her husband; Anna Elizabeth Ridgeway, a minor; Annie Gilmore, and any and all persons unknown claiming any right, title, interest or estate in or to the real premises described in plaintiff's complaint herein, Defendants.

To Vincent J. Turnidge and Amanda Turnidge, his wife, Eliza J. Stakely and Thomas Stakely, her husband; James C. Turnidge and Sarah Turnidge, his wife; Jesse A. Turnidge and Uesba Turnidge, his wife; Julius A. Maddux, widower; David T. Maddux, and Esta W. Maddux, his wife; John W. Maddux (unmarried); James S. Maddux and Rosa T. Maddux, his wife; Rutha F. Cox and Seaborn J. Cox, her husband; Oliver Maddux and Carrie Maddux, his wife; Nellie J. Alder and George E. Alder, her husband; Mary J. Albright and J. J. Albright, her husband; J. R. Pollard, (a widower); Fannie Kincaid and Jas. H. Kincaid, her husband; George A. Campbell and Nannie Campbell, his wife; Annie Wilson and Wm. Wilson, her husband; Dovey Higdon and I. D. Higdon, her husband; L. A. Campbell and Myrtle Campbell, his wife; Elizabeth Turnidge, a widow; W. J. Turnidge and Tressa Turnidge, his wife; John Turnidge and Cora Turnidge, his wife; Theodosia Hardin and James Hardin, her husband; Frank Turnidge and Bertha Turnidge, his wife; Adelia Pound and James Pound, her husband; Jasper Turnidge and Belle Turnidge, his wife; Annie Brownley and Arthur Brownley, her husband; Matilda J. Ridgeway, a widow; William Ridgeway, Jr., and Ridgeway, his wife; Lloyd Ridgeway and Nina Ridgeway, his wife; Mary C. Ridgeway, unmarried; S. Emma Seth and Guy Seth, her husband; Inez M. Ridgeway, unmarried; Joseph W. Ridgeway and Laura Ridgeway, his wife; Charles N. Ridgeway, unmarried; Henry H. Ridgeway and Maude Ridgeway, his wife; Mary E. Ridgeway, unmarried; Ida Elizabeth Haynes and Haynes, her husband; Eliza Jane Black and Joseph Black, her husband; Anna Elizabeth Ridgeway, a minor; Annie Gilmore, and any and all persons unknown claiming any right, title, interest or estate in or to the real premises described in plaintiff's complaint herein, Defendants.

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 (N¹/₂) 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 (E¹/₂) of lot twenty (20); lot eighteen (18); the south half (S¹/₂) of lot twenty-three (23); lot fifteen (15); the south half (S¹/₂) of lot sixteen (16); the west half (W¹/₂) of lot fourteen (14); lot three (3); and the north half (N¹/₂) 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, 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 Title & Trust Company, defendant, and the proceeds of said sale be applied 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 may 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 the 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 Title & Trust Company, defendant, and which contracts of sale are on standing, and any other rights or interest of the defendants, or any one of them, except the Title & Trust Company, in the said trust agreement of the property covered thereby, be applied in a manner provided by law for the sale of such property, under execution, and the proceeds of said sale applied as follows, to-wit: The payment of the balance of the plaintiffs' judgment and decree as shall be decreed 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 purchaser and bearing the date of sale having the amount due thereon on each contract respectively, as follows:

Description, Lot eighteen (18); purchaser, A. H. Dennett; date, January 1911; amount unpaid, \$360.57.

Description, South half (S¹/₂) of lot twenty-three (23) (as hereinafore more specifically described); purchaser, A. H. Dennett; date, November 14, 1911, amount unpaid, \$75.50.

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

Description, South half (S¹/₂) of lot sixteen (16); purchaser, W. L. McKnight; date, May 1, 1912; amount unpaid, \$138.56.

Description, West half (W¹/₂) of lot fourteen (14); purchaser, G. A. Grabb; date, January 17, 1911, amount unpaid, \$469.51.

Description, Lot three (3); purchaser, H. P. Hough; date, December 15, 1913; amount unpaid, \$855.00.

Description, North half (N¹/₂) of lot sixteen (16); purchaser, J. L. Revere; date, January 15, 1911, amount unpaid, \$195.03.

And plaintiffs pray that said decree shall provide that the sale of said beneficiaries' interests in the said lands contracted to be sold, shall affect only the equity of the beneficiaries therein, and the purchasers of said lands shall be merely subrogated to the rights of the beneficiaries of their respective trust agreement in said contracted lands, and that said foreclosure be 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 of 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, G. A. Vaughn and E. J. Carlson, be declared to be null and void and that the effect and the lands covered by said said contracts respectively, be declared to have reverted to the Title & Trust Company, freed from any title or interest therein or thereunder, and by virtue of the contract, transferred into by the said Title & Trust Company with said defendants, be referred to, and the said lands to be held to be held by the said Title & Trust Company as unsold lands, and pursuant to the terms of the said A. N. agreement, and that the same be declared as hereinbefore prayed for.

5. That the defendants herein, Ball & all of them, except Ball, Thurst & Trust Company, and all of them, claiming under them, or claiming title or interest in and to the Hill or property covered by said trust agreement herein set forth, be and be barred and foreclosed of all claim on 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 of this court, and that any party to this suit who come a purchaser at said sale, or who that the purchaser be let into possession of said premises upon the condition of the certificate of sale, be further relief as to the same, to seem equitable and just.

This summons is published in pursuance of an order of the Hon. H. H. Belt, Judge of the above entitled court, which order is dated December 17, 1915, and which order provides 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) weeks, commencing December 21, 1915; date of last publication, February 1, 1916.

ANGELL & FISK, Attorneys for Plaintiffs.

J25-M-7

SUMMONS.

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

W. W. Fawc and Mary V. Fawc 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 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 (N¹/₂) 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 (E¹/₂) of lot twenty (20); lot eighteen (18); the south half (S¹/₂) of lot twenty-three (23); lot fifteen (15); the south half (S¹/₂) of lot sixteen (16); the west half (W¹/₂) of lot fourteen (14); lot three (3); and the north half (N¹/₂) 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, 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 Title & Trust Company, defendant, and the proceeds of said sale be applied 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 may 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 the 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 Title & Trust Company, defendant, and which contracts of sale are on standing, and any other rights or interest of the defendants, or any one of them, except the Title & Trust Company, in the said trust agreement of the property covered thereby, be applied in a manner provided by law for the sale of such property, under execution, and the proceeds of said sale applied as follows, to-wit: The payment of the balance of the plaintiffs' judgment and decree as shall be decreed 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 purchaser and bearing the date of sale having the amount due thereon on each contract respectively, as follows:

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Description, North half (N¹/₂) of lot sixteen (16); purchaser, J. L. Revere; date, January 15, 1911, amount unpaid, \$195.03.

And plaintiffs pray that said decree shall provide that the sale of said beneficiaries' interests in the said lands contracted to be sold, shall affect only the equity of the beneficiaries therein, and the purchasers of said lands shall be merely subrogated to the rights of the beneficiaries of their respective trust agreement in said contracted lands, and that said foreclosure be 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 of 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, G. A. Vaughn and E. J. Carlson, be declared to be null and void and that the effect and the lands covered by said said contracts respectively, be declared to have reverted to the Title & Trust Company, freed from any title or interest therein or thereunder, and by virtue of the contract, transferred into by the said Title & Trust Company with said defendants, be referred to, and the said lands to be held to be held by the said Title & Trust Company as unsold lands, and pursuant to the terms of the said A. N. agreement, and that the same be declared as hereinbefore prayed for.

5. That the defendants herein, Ball & all of them, except Ball, Thurst & Trust Company, and all of them, claiming under them, or claiming title or interest in and to the Hill or property covered by said trust agreement herein set forth, be and be barred and foreclosed of all claim on 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 of this court, and that any party to this suit who come a purchaser at said sale, or who that the purchaser be let into possession of said premises upon the condition of the certificate of sale, be further relief as to the same, to seem equitable and just.