

FRAUD AND DECEIT BY A TILLAMOOK ATTORNEY.

Shocking to the Conscience of the Court and Amounts to a Badge of Fraud.

HOW OAK NOLAN BUNCOED A GERMAN.

Offered \$25 for a Right of Way for a Logging Road and then Deceived Herman Boelk by having him Sign a Warranty Deed.

The case of Herman Boelk, plaintiff, vs. Oak Nolan, defendant, which was tried before Circuit Judge Geo. H. Burnett at the November term of the Circuit Court and taken under advisement, has been decided in favor of plaintiff. The cause of action was to set aside a deed which Oak Nolan had fraudulently obtained from Herman Boelk, an old man who lived in this county some years ago, and the deceit practice by Nolan was so glaring that it even shocked the conscience of the Court and Judge Burnett characterized it as a badge of fraud. The attorneys for plaintiff at the trial impeached Nolan as to truth and veracity.

Attorneys H. T. Bots and R. R. Duniway appeared for Boelk and Talmage & Johnson were attorneys for Nolan.

Oak Nolan was the cashier for several years of the Bank of C. & E. Thayer and is now associated with Claude Thayer in the practice of law. When the suit was filed Nolan was a Holy Statement candidate at the primary election for Joint Senator for Washington, Yamhill, Tillamook and Lincoln counties, and two years previous he was a candidate for County Judge, but on both occasions was badly beaten.

The Complaint in Full.

Plaintiff for cause of suit against defendant alleges that plaintiff is, and for ten years or more has been the owner in fee simple of the following described real property, situated in Tillamook County, Oregon, to wit:

The north east quarter of the north east quarter of the south east quarter of section fourteen, and the north west quarter of the south west quarter, the south east quarter of the south west quarter of the south east quarter of the south west quarter of the south west quarter of section thirteen, save and except that portion of the south east quarter of the south east quarter of section thirteen deeded to Frank Ekroth, being a strip off the west side of the south west quarter of south west quarter twenty rods wide and eighty rods long, all in township one, north of range ten, west of Willamette Meridian.

That on or about the day of April, 1899, the plaintiff delivered the possession of said lands to one Frank Ekroth, to be used and enjoyed by the said Ekroth until plaintiff should desire to reclaim the same; that acting under said arrangement said Ekroth took possession of said lands and has used and enjoyed the same at all times since said date, he paying the taxes thereon except for the year—the taxes were not paid and said lands were attempted to be sold for delinquent taxes, but that the same were bid in by the said Ekroth and the taxes fully settled in that manner.

That said Ekroth and plaintiff were and are close friends; that shortly after the arrangement between plaintiff and said Ekroth above mentioned, plaintiff removed from Tillamook County, Oregon, where he was then residing, to the state of California, and has at all times resided in said state since that time until in the month of March, 1908, when he returned to Tillamook county, Oregon.

That the said Ekroth at all the times mentioned was holding the possession of said lands for the benefit of this plaintiff and was guarding the rights and interests of this plaintiff in and to said lands, and that the same were in condition so that the said Ekroth could and would have delivered the same to this plaintiff at any time when the same should be demanded by this plaintiff.

That after plaintiff left Tillamook, Oregon, as aforesaid, he did not write to said Ekroth or keep him informed as to his whereabouts, and plaintiff received no information from said Ekroth or any other person as to the matter of said lands or the disposition thereof until the year 1907.

That on or about the 8th day of October, 1907, and while this plaintiff had received no information from said Ekroth or any other person as to said lands or the disposition thereof since plaintiff left Tillamook County, the defendant approached plaintiff in the state of California, and for the purpose of cheating, wronging, deceiving and defrauding this plaintiff, falsely and fraudulently represented and told plaintiff that the said Frank Ekroth had failed, neglected and refused to pay the taxes upon the lands herein first described; that the same had been sold for taxes to one Joe Harrison, and the said Harrison had received a tax deed therefor; that plaintiff's time for redeeming from said tax sale had long since expired, and that plaintiff could not redeem from said tax sale or in any way have or claim any right, title or interest in and to said lands which would be in any way valid; that the said Ekroth has mismanaged his own business and property so that he had lost everything which he had formerly owned, and that he was at that time a county charge and further falsely represented to plaintiff.

That the defendant had purchased a tract of timber lying to the east of the lands above described, and desire to remove said timber and to have a right of way for transporting said timber across said lands of plaintiff above described; that he had purchased from said Harrison a right of way over said lands for the removal of said timber as aforesaid and that said right was a valid right, but that defendant was not satisfied with a tax title and desired to have every doubt as to its validity removed by obtaining a deed from plaintiff covering said right of way for a strip of land over and across and out of said lands of plaintiff.

That defendant offered to pay the plaintiff the sum of \$25.00 if plaintiff would sign a deed conveying to defendant such right of way as defendant represented to plaintiff that he desired and as above mentioned and described; that plaintiff finally agreed to accept said \$25.00 and to execute a deed of conveyance conveying all of plaintiff's interest in such right of way as defendant desired, and that thereupon the defendant presented to plaintiff for execution an instrument which he represented to be a conveyance of such right of way as defendant claimed to desire as aforesaid,

and that the plaintiff signed said instrument and received from defendant the sum of \$25.00 in payment therefor.

That plaintiff is of German descent and nativity and is not able to readily read and comprehend the meaning of instruments written in the English language.

That said instrument above mentioned and signed by plaintiff was by the defendant caused to be recorded in the deed records of Tillamook County, and is now of record of page 166 of Book "7" of said Deed Records; that said instrument purports to be the deed of Herman "Kolek," but is signed by this plaintiff and purports to convey the whole of said land described without any reservation.

That in the signing of said instrument the plaintiff was deceived and defrauded by defendant as to the contents thereof in that said instrument was not what it was represented and claimed to be by the defendant, and this plaintiff relied upon the representations of the defendant as to what said instrument was, not knowing as aforesaid what its contents were or comprehending the same and supposing and believing that said instrument was in fact what it was represented by defendant to be.

That in receiving the sum of \$25.00 from defendant and signing and delivering said instrument to defendant, the plaintiff relied upon the representations made by said defendant as aforesaid, and had no other information or knowledge as to the facts or circumstances in regard to said matter and supposed and believed that the statements made by said defendant to plaintiff were in fact true, and that defendant signed the instrument referred to above and received said sum of \$25.00 in payment for what plaintiff supposed to be a conveyance of plaintiff's interest in a right of way over the lands described and nothing more, relying wholly upon defendant's said representations.

That each and all of said representations and allegations made by defendant to this plaintiff as aforesaid were in fact false, and the facts were as herein first alleged and that the same were made by defendant to this plaintiff with knowledge of their falsity and for the purpose of deceiving and defrauding the plaintiff and of obtaining said lands from this plaintiff by paying only a grossly inadequate consideration therefor; that said lands are and then were reasonably worth the sum of \$1500.00 to \$2000.00; that should said instrument above referred to be held to be a valid conveyance by this plaintiff to defendant and be permitted to stand, the plaintiff will lose all of said lands and receive therefor only the sum of \$25.00; that had plaintiff been apprised of the facts in regard to said lands and the condition of the title thereto, or had defendant truthfully explained the said instrument presented to him for plaintiff's signature, he would have refused to either execute said instrument or receive said sum from defendant.

That in the making of said representations to plaintiff, and paying to plaintiff said sum of \$25.00 and receiving said purported conveyance, the defendant intended to cheat, wrong and defraud this plaintiff, and that this plaintiff was deceived, wronged and defrauded by defendant in said matter.

That said pretended conveyance is of record as aforesaid in Tillamook County, Oregon, and the defendant is claiming to be the owner of all of said lands by virtue of said purported conveyance; that said purported conveyance does not convey any title whatsoever to said lands, or any portion thereof, because the same purports to be the deed of Herman "Kolek" and is not signed by him, and the same does not purport to be the deed of this plaintiff, by whom the same is signed, but that said instrument purporting to be a conveyance of said lands constitutes a cloud upon plaintiff's title thereto, and particularly when taken in connection with defendant's claim to be the owner of said lands by virtue of said conveyance.

That plaintiff did, on March 21st, 1908, tender to defendant the sum of \$30.00 in gold coin of the United States, and demanded that defendant should execute a quit claim deed to plaintiff of all defendant's interest in and to said lands, but that defendant refused to accept said sum of money or to execute said quit claim deed or any release whatever of said lands, or any part thereof, and still refuses so to do.

That the plaintiff now tenders and pays into court the sum of \$30.00 to be paid to the defendant as repayment of the sum of \$25.00 received by this plaintiff from the date of said payment, and any other matters which the defendant might be entitled to receive on account thereof.

That plaintiff has no plain, speedy or adequate remedy at law.

Wherefore, plaintiff prays that the said pretended conveyance executed by this plaintiff aforesaid be held to be null and void and to be cancelled of record;

that the defendant be required to execute a proper conveyance, conveying said lands to this plaintiff free and clear of all claim thereto by defendant and in default of his executing such conveyance that the decree herein be held and taken as such conveyance; that plaintiff have and recover his costs and disbursements herein, and that he have such other and further relief as may be equitable and just.

The Verdict.

Judge Burnett, as conclusions of law, finds:

1st. The consideration of \$25 paid by the defendant for the land in question is so grossly inadequate and disproportionate to the actual value of the land that it is shocking to the conscience of the court and amounts to a badge of fraud.

2nd. Having undertaken to inform the plaintiff about the condition of the title to the land in question, it was the duty of the defendant to make a full and complete disclosure of all the conditions affecting such title, and the commission of the defendant to state to the plaintiff that the instrument set out in the third finding of fact required Thomas F. Harrison to hold the land in question in trust for the plaintiff herein, his heirs or legal representatives, amounts to fraud and deceit on the part of the defendant sufficient to annul the deed executed by the plaintiff and set out in the ninth finding of fact.

3rd. The plaintiff is entitled to a decree of this court against the defendant declaring said deed set out in the ninth finding of fact to be null and void, requiring the defendant to execute under his hand and seal in the presence of two subscribing witnesses, acknowledge so as to entitle the same to record and deliver to the plaintiff a deed of conveyance from the defendant to the plaintiff conveying to the plaintiff the land in question, and that in default of such execution, acknowledgment and delivery of such deed of conveyance by the defendant to the plaintiff on or before the first day of February, 1909, such decree stand and operate in all respects as such conveyance; that the defendant and all persons claiming by, through or under him be enjoined and forever restrained from claiming or asserting any right, title, interest or estate in or to said real property or any part thereof as against the plaintiff or those claiming under him and from the defendant the costs and disbursements of this suit.

Petition for Bounties for the Destruction of Wild Animals.

To the Honorable, the Senate and House of Representatives of the State of Oregon, in Legislature Convened.

Your petitioners, residents and taxpayers of the State of Oregon, would respectfully beg to call the attention of your honorable body to the fact that the game animals of this state, deer and elk, are rapidly disappearing, due in a large measure to the ravages of wild beasts, wolves, cougars or panthers, bears, lynx, wild cats, etc. It has been estimated by competent persons that there are now 500 cougars in this state and they will each destroy a deer weekly this will foot up the enormous number of 26,000 deer killed by these creatures annually.

Now while the approximation of 500 cougars in this state may seem to be too large, still when it is taken into consideration that there are numerous wolves, which are equally as destructive to game as cougar, besides lynx, bears and wild cats, which destroy large numbers of fawns and young deer, it will readily be seen that the estimate of 500 carnivorous animals that live off the game is not too large, and that a wolf or cougar takes on an average of a deer a week has been attested to by too many experienced men to be doubted.

We would beg to suggest further, that the small bounties which have hitherto been paid in this state for the scalps of destructive wild beasts have not been productive of any considerable good results, the reason being, the bounties offered were too small to justify hunters in keeping trained dogs and making it a business to hunt for animals that the state offered bounties for, while whenever an animal was accidentally killed for which the state offered a bounty, the person who did the killing never failed to claim the bounty, thereby putting the state to a considerable expense and accomplishing no real good, that would not have resulted had not the small bounty been offered.

Again we would call your attention to the fact that coons, skunks, both large and small, digger squirrels and crows, in the nesting season, destroy great numbers of the eggs of game birds, both native and imported, and that suitable bounties should be offered for their destruction.

Now in view of the above facts, taking into consideration the enormous loss occasioned by the ravage of game destroying creatures, not only on game, but on domestic animals as well, we respectfully ask that bounties be offered by the state for their destruction as follows:

For cougar, \$25.00; wolves, \$25.00; bear, \$5.00; lynx, \$2.50; wild cat, \$2.50; coons, \$1.00, large skunks, \$1.00; small skunks, 50 cents; digger squirrels, 10 cents; crows, 10 cents.

Believing that money expended for protection of Oregon's wild game, one of the most attractive features of the state, is money well invested, we, your petitioners will every pray.

More people are taking Foley's Kidney Remedy every year. It is considered to be the most effective remedy for kidney and bladder troubles that medical science can devise. Foley's Kidney Remedy corrects irregularities, builds up worn out tissues and restores lost vitality. It will make you feel well and look well.—J. S. Lamar, Tillamook; Hawk & Miller, Bay City, Ore.

Total Value of School Districts.

1	\$35,620
2	207,780
3	200,155
4	113,635
5	66,110
6	66,780
7	51,665
8	597,485
9	223,650
10	582,490
11	281,790
12	87,920
13	484,001
14	259,920
15	36,375
16	536,795
17	49,200
18	58,850
19	117,050
20	56,496
21	138,475
22	212,760
23	584,190
24	123,040
25	45,685
26	421,350
27	515,091
28	177,225
29	69,630
30	959,995
31	142,400
32	450,480
33	28,800
34	117,570
35	45,210
36	16,190
37	226,430
38	705,450
39	77,615
40	37,090
41	8,890
42	22,740
43	373,040
44	6,250
45	71,450
46	88,815
47	9,040
48	141,930
49	42,270
50	
51	
52	
53	
Total	\$11,352,868.

CITY VALUATIONS.	
Tillamook City	411,190
Bay City	92,445
Nehalem	18,020
Garibaldi	5,975
Bay Ocean Park	47,075

Some of the Cruel Effects of Gossip.

There never was a time, since Sheridan wrote his immortal "School for Gossips," when gossip was more the order of the social day than at the present time.

"Those quiet women are always the worst. Depend upon it, we don't know all," whispers Mrs. Archer to a friend at a tea party. The very superiority and flawlessness of that particular quiet woman adds to the offense her neighbor finds in her.

Presently she finds herself caught in the cruel net of woman gossip. And for the very reason that there is no foundation for the stories told of her, denial and explanation are the more difficult.

But it is only women who talk gossip, spread scandals and take up old tales of "very suspicious circumstances, my dear," etc!

Men, too, are a good deal to blame in this direction. At least they have become so since men and women mixed together so incessantly as they do today.

Men's lives used to be led more as things apart from feminine existence. Then they used to "let the women fight out their scandals and gossip among themselves."

Nowadays the social lives of both sexes are so intimate that the men find themselves drawn into the maelstrom of malice, whose chief force, it must be confessed, is furnished by women. First they despise the smallness and spitefulness of it all then they endure and finally embrace the tents of titillation. And some of them, slowly but surely, degenerate into that meanest among the products of civilization—the man gossip.

But it is the woman gossip who first inoculates man with the virus of scandal. Once the germ of gossip temperament, whether masculine or feminine, like an ill weed, it grows apace. And the habit of disparaging our neighbor and his wife—once acquired, is as hard to overcome as is the drink craze or the craving for morphia.

Few among us have the courage to avoid the professional scandal monger as one would fly from a mad dog. Yet the one is just as harmful to the community as the other, though there are, of course, varying degrees of the disease.

Medicine That Is Medicine

"I have suffered a good deal with malaria and stomach complaints, but I have now found a remedy that keeps me well, and that remedy is Electric Bitters; a medicine that is medicine for stomach and liver troubles, and for run down conditions," says W. C. Kiestler, of Halliday, Ark. "Electric Bitters purify and enrich the blood, tone up the nerves, and impart vigor and energy to the weak. Your money will be refunded if it fails to help you. 50c. at C. I. Clough's drug store."

Chamberlain's Cough Remedy Aids Nature.

Medicines that aid nature are always most successful. Chamberlain's Cough Remedy acts on this plan. It loosens the cough, aids expectoration, relaxes the lungs, opens the secretions, thereby aiding nature in throwing off a cold and restoring the system to a healthy condition. For sale by all druggists.

This Is Worth Reading.

Leo F. Zelinski, of 88 Gibson St., Buffalo, N.Y., says: "I cured the most annoying cold sore I ever had, with Bucklen's Arnica Salve. I applied this salve once a day for two days, when every trace of the sore was gone." Heals all sores. Sold under guarantee at C. I. Clough's drug store. 25c.

Report of the Condition of THE FIRST BANK & TRUST CO. At Bay City, in the State of Oregon, at the close of Business, November 27th, 1908.

RESOURCES.	
Loans and discounts	.....
Overdrafts, secured	.....
Bonds, securities, etc.	.....
Banking house, furniture, and fixtures	.....
Due from approved reserve banks	.....
Checks and other cash items	.....
Cash on hand	.....
Total	.....

LIABILITIES.	
Capital stock paid in	.....
Surplus fund	.....
Undivided profits, less expenses and taxes paid	.....
Individual deposits subject to check	.....
Demand certificates of deposit	.....
Time certificates of deposit	.....
Savings deposits	.....
Total	.....

State of Oregon, County of Tillamook, SS.:
I, JOHN O. BOZORTH, Cashier of the above-named bank, do solemnly swear that the above statement is true to my knowledge and belief.
JOHN O. BOZORTH, Cashier.
Subscribed and sworn to before me this 7th day of December, 1908.
I. D. BOZORTH, Notary Public.
Correct—Attest:
R. J. HENDRICKS,
SCOTT BOZORTH,

Now is the time to invest in Tillamook
Values will double in a few years.

W. E. Catterlin.
CATTERLIN & SHAR
Real Estate Agents.
Main Street, Tillamook City, op. Larsen

STAR THEATER, op. McNair's Star
FIRST PERFORMANCE, 7.30 o'clock.
Change of Program Twice a Week.
ADMISSION, 10 Cents.

THE SPA,
CANDIES and
NUTS

Call and see our fine line of Xmas Boxes, filled to order with our own made Chocolates and Bon Bons.

Centrally Located.
HOTEL RAMSEY,
Tillamook, Oregon.
The Only First Class Hotel in Tillamook
A Modern Hotel. Traveling Men's Home. Tourists' Headquarters.
J. F. RAMSEY, Pro.

HARNES, COLLARS, etc.
You Use
We Sell
W. A. WILLIAMS & Co.
Next Door to Tillamook County Jail

A. K. CASE,
PROPRIETOR
Tillamook Iron Works
General Machinists & Blacksmiths
Boiler Work, Logger's Work and Heavy Forging.
Fine Machine Work a Specialty.
TILLAMOOK, OREGON.

WE BUY FURS HIDES
For spot cash, 10 to 20% more money for you to ship Raw Furs and Hides to us at home. Write for Price List, Market Report, Shipping Tips, and how to pack and ship. Our Mascot Bull and Horse are always ready to help you. Bibles and Furs to send get higher prices. Anderson Bros., Page 73.