

ADVERTISING RATES.

Legal Advertisements.	
First Insertion, per line	\$.10
Each subsequent insertion, line	.05
Business and professional cards one month	1.00
Homestead Notices	5.00
Timber Claims	10.00
Locals per line each insertion	.05
Display advertisement, an inch, one month	.50
All Resolutions of Condolence and Lodge Notices, per line	.05
Cards of Thanks, per line	.05
Notices, Lost, Strayed or Stolen etc., minimum rate, not exceeding five lines	.25

RATES OF SUBSCRIPTION.
(Strictly in Advance.)

One year	\$1.50
Six months	.75
Three months	.50

Entered as second class mail matter July, 1888, at the postoffice at Tillamook, Ore., under the act of March 3, 1879.

THE TILLAMOOK HEADLIGHT.

THE CASES AGAINST COUNTY DISMISSED.

The Timbermen Fail to Substantiate Complaint.

The following decision was rendered by Judge Holmes in the cases brought by the timber owners against the machinery dealers and the county:

It is conceded, as I understand, in these suits, by respective counsel, that the only question for the Court to determine, as raised by the issues in the pleadings, and that the evidence submitted, is whether or not there was what would have been a contract, if the county had not been in excess of its constitutional limitation by way of indebtedness, voluntary indebtedness, prior to the 10th day of December, 1913, made and entered into by the county on the one hand, and the defendants Machinery Company and the other defendants other than the members of the County Court, prior to the 10th day of December, 1913.

There has been no material matter here, or argument, but what the contract would have been binding had the constitutional limitation inhaled at the entering into of a contract of the kind mentioned in the pleadings. The matter as the Court views it, is governed as a matter of law, by this constitutional provision and the decisions of the Supreme Court in construing, and the law applicable to the instruments of the kind which were signed by Tillamook County through its agents the County Court, and these other defendants.

The instruments in the mind of the court, which are set out in haec verba in the amended complaint, are offers on the part of Tillamook County to purchase material and machinery therein mentioned, and the evidence shows that these written offers, characterize as orders, were transmitted to the machinery corporations, or the sellers in this instance, by the salesman. It is admitted that at the time these orders or instruments were signed by the County Court that Tillamook County had a voluntary indebtedness in excess of \$5000. Such being the case the County Court could not enter into any contract that would be binding upon Tillamook County, for the purchase of the material mentioned.

The law, as the Court understands it with reference to written offers they do not amount to contracts and do not become binding upon either party unless accepted, and as the Court understands the law, where an order is solicited and obtained by a salesman, this order must be accepted and approved by the principal unless there is something to show the agent has authority to bind its principal at the inception, and there is no evidence upon that feature. So we will have to take the general law applicable to that situation.

And there has been argument here of considerable force by counsel for the plaintiffs to the effect that if such a construction were indulged in by the Court, it would throw down the bars to the depleting by the County Court of the funds of the county, and would amount to a perpetration of fraud upon the tax payers, and it can be seen that such could be done, but that is the fault of the Legislature in not passing appropriate legislation to prevent an occurrence of that kind, should the county have officials at any time that would attempt to evade the intention of the constitution. But that is for the Legislature to remedy and the Court cannot legislate those matters, but must take the law as it now exists. There is no evidence here to show there was any notice given to Tillamook County that these various orders would be signed and the goods delivered, until after the first of January, along in February as I remember the evidence in 1914. The evidence does show, by way of stipulation that the Howard Cooper Corporation received an acknowledgment of the receipt of these orders and a statement from the sellers the orders would be filed in accordance herewith. And there is no evidence to show this information was ever communicated to Tillamook County, nor the members of the court nor any of them, and there is evidence that no notice was ever received by any member of the County Court of the acceptance of these various orders, until in February or March 1914. And while it is the law, as I understand it, that an acknowledgment by mail of acceptance, would take effect and create a contract between the parties at the time of the mailing of it by the acceptor, that must have been mailed to the party making the offer; and there isn't anything in this case to show the selling agent or salesman was in the manner the agent of Tillamook

County, nor could he have been.

So the conclusion of the Court reaches, here was a written offer which was not withdrawn, which could have been, but had not been withdrawn, and was accepted at a time when Tillamook County had funds, and there isn't anything in these pleadings to show at the time of the acceptance, the County had exceeded its constitutional indebtedness, nor that it had not made any provision to make any indebtedness after the first of the year, so taking this state of the pleadings, and the evidence, I do not think these suits have been sustained, and decree should be entered here of dismissal of the suits, and that defendants should recover their costs and disbursements.

All these matters, while they are important, extremely so, to both sides of this controversy, it is not contemplated here, from the statement of counsel for the plaintiffs, and the evidence, there is no contention or claim that any member of the County Court acted corruptly, as I understand, but that their conduct amounted to a fraud upon the taxpayers, and that would have been true had this offer been accepted prior to the tenth of December, it might not have been intentional fraud, but constructive fraud, and it is an important matter from the viewpoint of the tax payer or tax payers, as the case may be, to have some knowledge and notice of the financial condition of the county and the way the money is being expended and used, and for what purpose. And it is within the province of the Legislature to pass such legislation as will prevent the giving of an order even under the circumstances similar to those developed here by the evidence, but the Legislature has not seen fit to do so up to the present time, and for this Court to hold, in the opinion of this Court within the lines of argument by counsel for the plaintiff, would simply amount to judicial legislation which should not be indulged in. I have declared the law as I understand it, and that will be the decision of the Court.

Annual School Meeting.

The annual meeting of the school district was held in the auditorium of the high school on Monday afternoon. While only a small number of the eligible voters attended, considerable interest was displayed in the practical work of the schools. Besides the matter of a gymnasium, which was brought up as scheduled, the Montessori method and the matter of music in the school room were discussed.

There appeared to be no dissension about a gymnasium. The sentiment was strongly in favor of it and a committee was appointed to investigate as to the expense and report at a special meeting to be called by the board. The committee, composed of Messrs. Haberlach, A. G. Beals and Stranahan, was authorized to have sketches prepared so that the matter might be definitely acted upon when again presented.

Mr. Beals led in the discussion as to the introduction of the Montessori method in the lower grades. As this system is receiving serious consideration in other parts of the country and has many enthusiastic advocates, it was determined to investigate it. A committee, consisting of Messrs. Beals and Gersoni and Mrs. Groat, was appointed for that purpose.

The matter of music was presented by Mrs. Stranahan who suggested that a knowledge of the elementary points of music ought to be included in the education of all children provide elementary instruction in the reading of music and singing during the coming school year.

G. B. Lamb and E. J. Claussen were reelected to the offices of director and clerk, respectively, without opposition.

SUMMONS.

In the Circuit Court of the State of Oregon for Tillamook County
John Matela, plaintiff

vs.
Sanni Matela, defendant.

To Sanni Matela, the above named defendant:

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 Court and suit, on or before the last day prescribed in the order for the publication of summons made herein, which said order was made, and is dated May 28, 1914, and if you fail to answer for want thereof, the plaintiff will apply to the Court for the relief prayed for in his complaint on file herein, to wit; that the bonds of matrimony now existing between plaintiff and defendant be forever dissolved.

This summons is served upon you, by order of the Honorable Webster Holmes, judge of the above named Court, dated this 28th day of May, 1914, and the date of the first publication of this summons is the 28th day of May, 1914, and the date of the last publication, 9th of July, and the he last date upon which you are required to answer on or before is, and will expire on the 9th day of July, 1914.

T. B. Handley,
Attorney for plaintiff.

Notice to Contractors.

Sealed bids addressed to the County Court of Tillamook County, Oregon, for the proposed improvement at Killam Creek, in Tillamook County, Oregon, will be received by the County Court of Tillamook County Oregon at its office in Tillamook City, Oregon, on or before the 26th day of June, 1914, at 10 o'clock a.m. and at that time opened and read.

Each bid shall be accompanied by a certified check made payable to Tillamook County, for an amount equal to 5 per cent of the amount of such bid, which shall be forfeited to the County, in case an award is made and the bidder shall fail, neglect or refuse for a period of five days after which the award is made to enter into a contract and file a bond satisfactory to the Court as required by law.

The bids are to cover the excavating and grading of the County road, building a reinforced Concrete Bridge across Killam Creek, and removing the old wooden bridge, according to plans and specifications on file in the office of the County Clerk.

The County Court reserves the right to reject any and all bids, dated this the 4th day of June, 1914.
J. C. Holden, County Clerk,
First publication June 4.
Last publication, June 25.

Notice.

TO ALL TO WHOM THESE SPRESENT SHALL COME—GREETINGS.

Notice is hereby given by the State Board of Fish and Game Commissioners that, in accordance with the provisions of Section 5316 of Lord's Oregon Laws, that portion of Tillamook River, in Tillamook County, Oregon, above a point 100 feet below the lowermost portion of the mouth of Trask River, except that portion of Tillamook River within 100 feet from any portion of the mouth of Trask River, is hereby opened to salmon fishing, other than with hook and line, commonly called angling, from and after July 15, 1914, as approved by statute.

State Board of Fish and Game Commissioners.
By Floyd Bilyeu, B. E. Duncan, Geo. H. Kelly, and M. J. Kinney, Commissioners.
Dated at Portland, Oregon, June 9, 1914.

Notice Closing Streams.

KNOW ALL MEN BY THESE PRESENTS, that, whereas for the purpose of propagating, stocking and protecting the salmon fish which frequent the waters of Nestucca River and its tributaries, in Tillamook County, State of Oregon, the State Board of Fish and Game Commissioners has decided to close the said Nestucca River and its tributaries above a point on said Nestucca River one hundred (100) feet below the lowermost portion of the confluence of Horn Creek and the Nestucca River, to prevent fishing therein by any means whatever, except with hook and line, commonly called angling, for salmon fish during the period of time hereinafter specified.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN by said State Board of Fish and Game Commissioners that said Nestucca River and its tributaries above a point on said Nestucca River one hundred (100) feet below the lowermost portion of the confluence of Horn Creek and the Nestucca River, are and each of them is hereby closed to fishing by any means whatever, except with hook and line, commonly called angling, for salmon fish, from and after 6 o'clock P. M. on the 15th day of July, A. D., 1914, until said streams are opened to salmon fishing again in accordance with Section 5316 of Lord's Oregon Laws, and it is and will be unlawful to fish for, or take or catch any salmon fish by any means whatever, except with hook and line, commonly called angling, during the said period of time above specified.

Any and all persons whomsoever so fishing in violation of this notice will be prosecuted as by law provided.

State Board of Fish and Game Commissioners.
By Floyd Bilyeu, B. E. Duncan, Geo. H. Kelly and M. J. Kinney, Commissioners.
Dated at Portland, Oregon, June 9, 1914.

Notice of Completed Contract.

Notice is hereby given that U. G. Jackson, County Surveyor for Tillamook County, Oregon has filed in this office his certificate of the completion of the Contract of C. S. Wells Lead & Co. on the J. A. Biggs Road at Netarts, and any person, firm or corporation, having objections to the completion of said work, may do so within two weeks from the date of the first publication.
Dated this the 10th day of June 1914.
J. C. HOLDEN,
County Clerk.

LOCAL DRUGGIST SAYS:

"TAKE ONLY ONE DOSE."

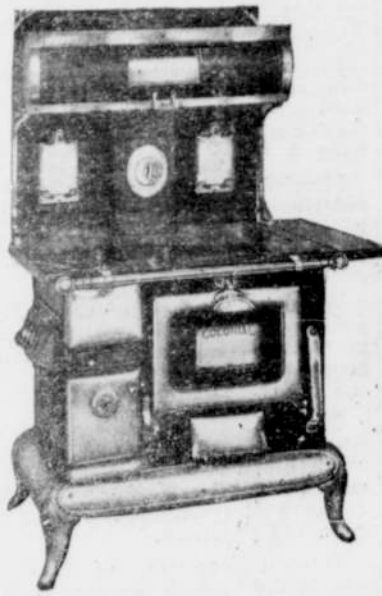
We want to tell those in Tillamook suffering from stomach or bowel trouble that we are agents for the simple mixture of buckhorn bark, glycerine, etc., known as Adler-ika, the remedy which became famous by curing appendicitis. This is the most thorough bowel cleanser known and JUST ONE DOSE relieves sour stomach, gas on the stomach and constipation almost IMMEDIATELY. You will be surprised at the QUICK action of Adler-ika. J. S. Lamar, druggist.

Men—
If you want to know what Nectar tastes like, just try Old Harper's Whiskey

E. F. LAUGHLIN
Tillamook, Ore.

SUPERIOR OREGON-MADE RANGE.

Is Cheaper and Better than Eastern Ranges.



I have received a consignment of these Oregon-Made Ranges, which are superior in make and cheaper in price than Eastern ranges, as it costs \$9.00 to ship the Eastern ranges to Portland. Call in and inspect these superior ranges and I will show you how firmly they are constructed. They come in all sizes.

ALLEN PAGE,
First Street, near the Court House.

Black and White Cigars

Once smoked will convince all.
The only long filler PURE TOBACCO CIGAR to-day for 5c., 50 Box \$2.00.

At C. I. Clough Co.
THE RELIABLE DRUGGIST.

JOHN LELAND HENDERSON
ATTORNEY AND COUNSELLOR-AT-LAW.
TILLAMOOK BLOCK,
Tillamook - Oregon
Room No. 201.

SPECIAL GROCERY PRICES.

- QUAKER OATS.**
Large Package - - 25c. Small Package - - 15c.
- CRESCENT BAKING POWDERS.**
5 Pound Can, Regular Price \$1.00, - now 85c.
3 Pound Can, Regular Price 70c. - now 55c.
1 Pound Can, Regular Price 25c. - now 20c.
- Fancy Prunes, 10c. a pound. Fancy Dried Peaches, 10c. a Pound
- Coffee and Tea Special.**
RUBY CARACOLA COFFEE, 10 pounds for \$2.50.
RUBY CARACOLA COFFEE, 1 pound for 27c.
German-American Coffee, 1 lb. can, 30c. German-American Coffee, 3 lb. can, 85c
- Ridgray's High Grade Teas.**
ORANGE LABEL, 1/2 pound, 35c. ORANGE LABEL, 1 pound 65c.
Her Majesty's Blend, 1/2 pound 25c. Her Majesty's Blend, 1/2 pound 50c.
Her Majesty's Blend, 1 pound 1.00. Capital Household, 1/2 pound 25c.

RALPH C. BACON,
Mgr. Grocery Dept. **RAY & CO.**

CEMENT, PLASTER, LATH, LIME, BRICK, FIRE BRICK, FIRE CLAY, ASPHALT, LAND PLASTER and COAL.

LAMB-SCHRADER COMPANY.
DOCKS: WAREHOUSE,
FRONT STREET, BETWEEN 2nd & 3rd AVENUE WEST.

Oxyacetylene Welding

We weld Cast Iron, Steel, Bronze, Brass, Aluminum, Nickle Steel, Copper, broken gears, pulleys, crank shafts, boilers and build seamless tanks. Do cutting and brazing.
SPECIAL ATTENTION TO MILL AND MARINE WORK.
Quick service our specialty.
Remove carbon from cylanders in 20 minutes.
All work guaranteed.

HINER & REED, At Hiner's Machine Shop.
No Jobs too Big and None too Small.

Four Foot Fir Slabs
\$3.00 per Cord.
Delivered.

Dry Short Wood \$2.00 Load.

A. F. COATS LUMBER CO.

F. C. FELTSCHAU
Is now ready to take any Contract in the Cement and Building Line.