

Editorial Snap Shots.

The pugilistic encounter between Johnson and Willard looked as though it was a "fake", fought simply for the gate money and money to be made by betting by those who were privileged to know the secrets of another "fake" fight to fleece the people. Well the people like to be humbugged, and so-called prize fighting is one of the methods used to bring this about.

Time is fast passing away and a very few weeks remain to circulate petitions to refer the new judiciary district of Washington and Tillamook Counties. Here is something that the Grangers should take hold of and defeat, for they know full well that it means more taxation to keep on creating new offices. Lets all get busy and "swat" the system of making the taxpayers keep and feed so many office holders.

Business men who have been experiencing difficulties in making collections the past winter can thank the free trade press, and Democratic newspapers like the Tillamook Herald, for stagnation in business and hard times, in collecting money. Bro. Trombley was very flip in calling the snap shot man a "standpatter" but the proof of the pudding is in the eating. How does the business man and those who were out of work all winter like Bro. Trombley's free trade nostrums that placed everything that is produced in Tillamook county on the free list?

It is generally conceded that Bayocean is entitled to a road and a way out after spending over half a million dollars in improvements, even by those who do not want to be just in the matter. That being the case, and the money appropriated, why is it that some persons are so opposed to giving Bayocean a road and a way out? We ask our fair minded citizens this question: That if they had expended that amount of money in improving a piece of property that was considered worthless and was paying at the rate of about \$7,000 annually in taxes to the county, wouldn't you think that you were entitled to a road and a way out? All fair minded citizens will coincide with you and admit that you were entitled to a road. That is the position that the snap shot man takes in his advocacy of a road for Bayocean, and thus far we have failed to have no compunction in saying that Bayocean have been treated unfair and discriminated against.

Maple Leaf Creamery Association is the banner cheese factory in the state of Oregon. The splendid showing made in ten years is, certainly, to be commended, not only from the large amount of cheese produced, but considering that it was not many years since the dairy farms in that vicinity were covered with heavy timber, it took Western grit, to bring about this wonderful transformation. It is a case of unproductive land being made to produce the enormous amount of 30,893,445 pounds of milk in ten years, which was manufactured into 4,336,067 pounds of cheese and sold for \$628,287.88. This in a few words, is the secret of Tillamook County's growth and prosperity—turning unproductive land into valuable dairy farms. We want to congratulate Maple Leaf Creamery Association on what it has accomplished as a co-operative association, and the success attending its efforts in making it the leading cheese factory of the county and the state. We recall the time when the dairymen of the Wilson river broke away from the individual factory and undertook to run its own business. Those were times when the dairymen were not getting a square deal, and when the co-operative associations and individual factories were run by different interests, and not pulling together. The action of the Wilson river dairymen stimulated further co-operation of the dairymen, and they played an important part in what followed—a co-operation of co-operative associations that have proved highly successful and which the Maple Leaf Creamery Association fostered. The secret of the success that have attended the cheese industry in Tillamook County was co-operation, and we are highly pleased to be able to see the wonderful change it has brought about. The snap shot man can recall the time when some of the annual meetings of the associations were more like cat and dog fights when certain money interests of this city wanted to control them with their stool pigeons and henchmen. We mention this because of the harmony and good business sense that prevails amongst the co-operative associations today, and in this respect, too, the Maple Leaf Creamery Association is to be congratulated. The snap shot man doffs his hat to the stockholders and patrons of Maple Leaf Creamery Association in recognition of the

splendid showing they have made in ten years.

LAUNCH CAPSIZED ON BAR.

Milton G. Smith, of Portland, and John Krumlauf, of Garibaldi are Drowned.

Milton G. Smith, of Portland, captain and owner of the gasoline schooner Arab, and John Krumlauf, a deckhand, were drowned Tuesday afternoon, when the schooner capsized on Tillamook Bar, Ike Darling the engineer was saved. Lifesavers watched the little craft waiting for a chance to enter, but when the attempt was made the sea was rough. As soon as the accident occurred Capt. Farley and the life savers hurried to Garibaldi in an auto, and put to sea in the motor life boat Safe-Guard, and were at the scene of the accident in 15 minutes.

Dowling was in the engine room and was carried over with the boat. He grabbed a life belt, but the boat righted again. As the boat rolled over the second time Dowling jumped. Seizing a hatch cover he battled his way toward shore. Fred Robinson, a life saver at Bar View, swam 200 yards in the surf and effected the rescue.

The Arab had been deep sea fishing off Seal Rocks and waited at the buoy at the entrance of Tillamook Bay for several hours. All the time the members of the lifesaving crew watched the little craft in the heavy sea. At low tide at 1 o'clock the Arab started to cross in. A heavy sea was running at the time and the Arab got into the trough of the sea and was struck by a large breaker.

Milton G. Smith was born in Portland 34 years ago and was educated in the Couch school and the old Portland High School. This was his second season as a deep-sea fisherman. At one time he was in the machinery sales business on First Street, Portland. He is survived by two brothers, Dr. Earl Smith of the Oregonian building, Portland, and Charles W. Smith, and a sister, Miss Lena B. Smith. The family home is at 531 Marshall street, Portland. Mr. Smith was an experienced mariner and had sailed around the horn three times.

John Krumlauf was a fisherman, 22 years old, residing with his parents Mr. and Mrs. E. Krumlauf at Garibaldi.

Captain Smith's hat was washed ashore and searchers are watching for it in the search for his brother's body.

Engineer Dowling was unconscious when brought to shore, but medical attendance was procured at once and he was resuscitated.

The Arab was registered in Portland, and brought to Bay City last fall for deep-sea fishing. It is 41 feet long and cost \$5000. The boat was overhauled a month ago. This was the second trip over the Tillamook Bar this season. The boat drifted ashore at the Barview Hotel and will be salvaged.

Methodist Church.
Order of church services for April 11th.
Sunday School to a.m., W. E. Noyes Supt.
Five minute sermon to children 10:40 a.m.
Morning worship 11 a.m.
Class meeting 12 m., W. M. Heaston, class leader.
Theme morning sermon: "What Jesus taught concerning the Future Life, Man or Angels, which?"
Evening service 8 p.m.
Theme of sermon: "Is peace possible in a world like this."
Special music, and the old hymns at these services. Come and welcome.
Edw. Gittins, Pastor.

Notice of Hearing of Final Account and Objections Hereto.

In the matter of the estate of Ella R. Hays, deceased.
Notice is hereby given, that the undersigned have filed in the County Court of the State of Oregon for Tillamook County, their final account as executors of the estate of Ella R. Hays, deceased, and that Court has appointed Tuesday, May 11, 1915, at 10 o'clock a.m. of said day, at the Court room of said Court, in Tillamook City, Oregon, as the time and place for the hearing of said account, and any and all persons interested in said estate, are hereby required to appear at said time and place and make their objections, if any they have, to said account, and a settlement of said estate.
Dated April 6, 1915.
R. Blaine Hays,
Thos. Roberts,
Annie Roberts,
Executors of the last will and testament of Ella R. Hays, deceased.
Carl Haberlach, Attorney for said estate.
First publication is April 8, 1915.
Last publication is May 6, 1915.

THE MILK SUGAR CASE.

Judge Belt Decides Case in Favor of Plaintiffs.

The case of A. G. Beals M. W. Harrison and the Tillamook County Bank vs. Standard Milk Sugar Co., and E. D. Severance, which was tried before Judge Belt at the last term of the Circuit Court, decided the case in favor of the plaintiffs. The suit was to recover between \$9,000 and \$10,000.

The Judge in his decision says: The question for determination in the above entitled case, is whether or not the plaintiffs therein shall be considered as preferred creditors on account of having advanced a certain amount of money to the Standard Milk Sugar Company, one of the defendants herein, in order that it might purchase a factory site, and to enable it to operate and carry on the business for which it was organized.

In my opinion, there is no question that the deed from Permelia A. Latimer was placed with the Tillamook County Bank as security for the repayment of money which the bank advanced, and that although the instrument was a deed, absolute upon its face, yet in reality, it is a mortgage as between the said bank and the defendant corporation, for it was placed with the bank for the purpose of securing an indebtedness. The Supreme Court of Oregon has held so many times that a deed, absolute in form, may be a mortgage, that I do not deem it necessary to recite any authorities on that question. It has also been held by the Supreme Court that an instrument "once a mortgage is always a mortgage;" and by reason thereof, in my opinion, this deed, from the time it was placed in the Tillamook County Bank for the purpose of securing it for money advanced, never lost its true character as a mortgage.

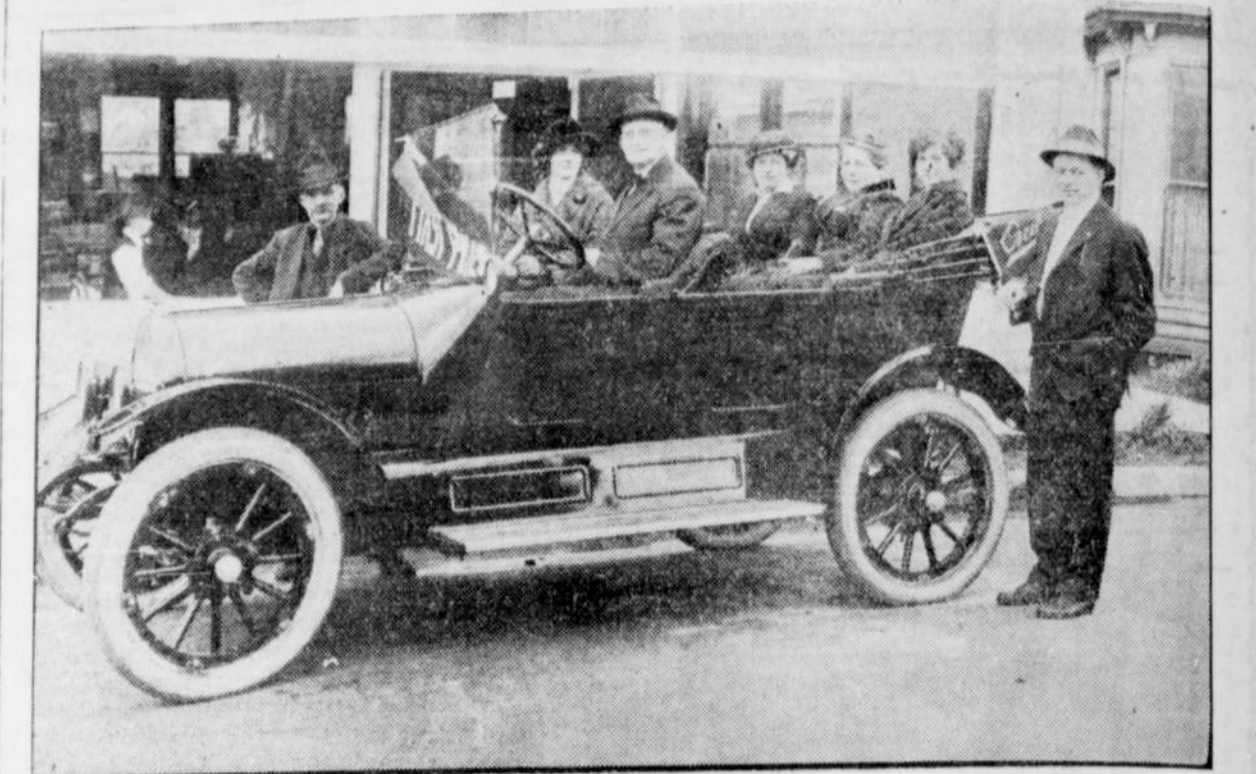
The act of the bank in changing the name of the grantee from the Standard Milk Sugar Company to the Tillamook County Bank, Trustee, was in my opinion, duly ratified by the contract entered into the 29th day of May, 1914, by and between A. G. Beals, M. W. Harrison, and E. D. Severance, who, it is recited in said contract, were the sole stockholders of said company. This contract, and therefore the act of the said bank, in making the change in the deed as above mentioned, was, on the first day of June, 1914, ratified by the Board of Directors of the defendant for such express purpose at the request of the defendant E. D. Severance, and who, at said time, was the manager of the company. The Board of Directors at the time of this ratification, were Alex Sweek, J. F. Shelton and Louis Cornelius, and Mr. Shelton at the time of the trial of this case, testifies that the act of the Directors in ratifying the said contract, was done without full knowledge of all the facts of the transaction, but it must be borne in mind that the information furnished the Directors, was by the defendant E. D. Severance I am not un-mindful of the fact that it appears upon the record of the defendant corporation that Flora Severance, wife of the defendant, E. D. Severance, is owner of 5250 shares of stock, but in my opinion, the stock in reality belongs to the defendant E. D. Severance. The Tillamook County Bank loaned the money to E. D. Severance with which to purchase the stock held in the name of Flora Severance, and as security for the money loaned, took the note of Severance and his wife, but Mrs. Severance at such time, was not the owner of any real or personal property subject to execution, and no doubt the bank looked to her husband for the security.

From the time of the organization of the defendant corporation, it appears from the testimony in this case, that E. D. Severance was the owner of the stock held in the name of his wife, at any rate, he assumed ownership of the same by selling 1000 shares of the stock to the plaintiff A. G. Beals; Beals paid Severance \$1,000.00 for the stock, and it is unreasonable to think Flora Severance did not know of this transaction and that her husband was exercising acts of ownership over the stock. It is true that Flora Severance testified that she was the owner of the stock, but in the eyes of the law, it appears to me, in truth and in fact the stock belongs to her husband.

If this be true, that the stock in question belonged to E. D. Severance then in my opinion, the contract dated and entered into on the 29th day of May, 1914, precludes him from making any objection to the claim of the plaintiffs that the deed in question was held by the bank as security for the payment of the money advanced for and on behalf of the corporation. The defendant E. D. Severance recites over his own signature that he is the owner of the stock in question, and which is in direct conflict with the testimony of himself and wife

WHO WILL WIN THIS CAR NEXT WEEK?

The Editor and Four Leading Contestants---Miss Donaldson, Mrs. Watson, Mrs. Hoover and Miss Wade---in Car.



Closing Rules of the Contest.

END OF CONTEST IN SIGHT.

Closes on Saturday, April 17th, at Seven o'clock.

Miss Jessie Donaldson,	561,000
Mrs. Rollie Watson, Tillamook	533,000
Mrs. Edna Hoover	234,500
Miss Lottie Wade	204,000
Mrs. M. Mills	5,000
Miss Hazel O'Donnell	5,000

Miss Donaldson has the leading position this week and Mrs. Watson a close second and Mrs. Hoover third. We may expect to see a very close finish of the contestants, as they will have only a few days more to win the new Overland and we can assure them that the next few day's work may brake the difference between the Overland and the trip to the Fair. The last few days of the contest will be with a closed ballot. The contest will close Saturday evening, April 17th, at Seven o'clock sharp, and the judges will commence to make the count and will award the prizes.

The last days of the contest will be conducted on the regular schedule of votes and the contestants will be required to make their own reports, as they have seen done in the office and place in the ballot box which will be inaugurated at the close of business Saturday Evening. The ballot box will be locked and sealed by the judges of the contest and the key will remain in their possession until the close of the contest, when they will open the same and from the result of the ballot there and the business done previously to the ballot box will award the prizes.
No business will be accepted by the Headlight after the close of the double votes except that which is in the mail not later than Saturday evening and the balance of the business will be turned to the ballot box. Votes will not be issued by the judges on any subscriptions except those accompanied by cash, certified check, money order, or express money order. No checks will be accepted or votes issued on subscriptions after the ballot box is inaugurated where personal checks are tendered for pay-

ment that the stock belongs to his wife.

The rule is laid down in Jones vs. Hale, 32 Or. 470, that in a transaction between a Director and a corporation whereby money is loaned to the latter, and a mortgage taken as security therefore, that the transaction will be viewed with suspicion by a court of equity, but when it is perfectly fair and free from fraud, it is legal and valid. It is undisputed that the corporation was in absolute need of money at the time the plaintiff advanced the sums of money in question to it, and that the corporation could not obtain a loan elsewhere, in fact, the corporation would not have been able to have operated at all, had it not been for the aid rendered to it by the plaintiffs. I am unable to discern from the evidence wherein the plaintiffs have defrauded the corporation of which they were directors. If the defendant E. D. Severance, saw fit under the contract, dated May 29, 1914, to give the plaintiffs Beals and Harrison the rights of preferred creditors, I cannot see upon what grounds a court of equity can disregard the terms of the agreement therein set forth.

Without going into further detail in reference to the testimony in this case, I am of the opinion that the plaintiffs are entitled to the relief as prayed for in their complaint, and such will be the decree of the Court.

School Notes.

Friday, Arbor Day, the grade children will take a step toward making our city the "City Beautiful". Members of the Woman's Civic League will speak to the separate grades, and then the children will go home to work in their gardens and to "clean up" their yards.

We appreciate very much Mrs. Rigers' gift to the school library of a complete set of several years' editions of the "Review of Reviews". We have also received numerous other magazines. These will be used to good advantage.
Next Tuesday, April 13, will be Parents' Day at the school. Both the grades and the high school will be open to visitors all day. Regular classes will be conducted and work previously done will be on exhibition. There will also be an evening session from seven o'clock till nine, during which time several high school classes will be held and laboratory work will be done. Everyone is invited to

come and be perfectly free to visit any of the departments at any time during the session.

Notice to Contractors.

Sealed proposals, addressed to the County Court of Tillamook County, Oregon, and endorsed "Proposals to furnish crushed rock," will be received by the County Court of said county, at its office in the Court House at Tillamook City, Oregon, until the hour of 11 o'clock, a.m., on the 17th day of April, 1915, and at that time and place publicly opened and read.

Such proposals shall be for furnishing to Tillamook County, ten thousand (10,000) cubic yards, of crusher run of crushed rock suitable for road building purposes, and shall be separated into the sizes and quantities obtained by the use of one quarter (1/4) inch screen dust jacket over the first section of a perforated screen having three-quarter (3/4) inch perforations, in the third first section. One and three quarters (1 3/4) inch perforations in the second section, and three (3) inch perforations in the third section, and the crusher set to crush down to three inches.

The quality of such crushed rock shall be of the nature of trap, gneiss or basalt, and shall be of close grain and break with a sharp fracture. Each bidder will be required to submit with his bid, a sample of not less than twenty-five pounds in weight, of the class of rock which he proposes to furnish for competition with other classes of rock, and such samples may be held by the County Court as a standard for comparison with further samples which may be taken from the work in case the proposal be accepted and the bidder be awarded the

contract for furnishing said crushed rock material.

The successful bidder, upon being awarded the contract, will be required to enter into a contract and bond satisfactory to the said county court that he will furnish the material at the time and in the quantities to be agreed upon up to ten thousand cubic yards.

The County Court reserves the right to reject any and all bids or to accept any bid which may be deemed best for the county.

Each bidder shall furnish with his bid a certified check for \$50.00 as a guarantee that if awarded the contract, he will enter into contract and furnish a bond as stated hereinbefore.

J. C. Holden,
County Clerk.



Jack Waltmyer, who will appear at the Gem next week.

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