

SUES CITY FOR POSSESSION OF CHILDREN'S PARK.

Gilford Stillwell Claims that Conditions Have not Been Complied With.

An important suit was filed in the Circuit Court on Wednesday in which Thomas Gilford Stillwell, W. H. Eberman and wife and W. D. Stillwell sues Tillamook City, E. E. Daniels, Thomas Coates and Mrs. A. G. Beals for possession of what is known as Gilford Stillwell School Children's Park which was deeded to the city as a play ground for the pupils of the public school.

The Deed and Conditions.

Know all men by these presents, that I Thomas Gilford Stillwell (unmarried) W. H. Eberman and Willa Eberman his wife and W. D. Stillwell (unmarried) of Tillamook, Tillamook County, State of Oregon, for the consideration of the sum of one dollar and of the faithful performance of the terms and conditions of the trust hereby created, have bargained and sold and by these presents, do bargain, sell and convey, unto Tillamook City, Oregon, in trust, upon the terms and conditions hereinafter set out, all of the following bounded and described real property, situate in Tillamook County, State of Oregon, to-wit:

Beginning at a point 1094 chains south, and 265 chains west of the southeast corner of Block No. six (6) in W. D. Stillwell's addition to the town of Lincoln (now within the incorporated limits of Tillamook City) Oregon, and running thence south 0.75 chains, to the south line of the grantor herein, thence west in said south line 6.75 chains; thence north 0.75 chains, to the north line of the land of the grantor herein; thence east 6.75 chains, to the place of beginning, containing four and one half acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in trust, for the uses and purposes, and upon the terms and conditions, hereinafter set forth.

The terms and conditions of the said trust are as follows, to-wit:

The said tract of land shall be set aside, used and known, and designated as the Gilford Stillwell School Children's Park.

There shall be, and is hereby created, a Children's Park Board, for the control and management of said park, who shall hold their offices as hereinafter specified, that is to say: The grantor appoints the first member of the board, viz: Harriet Ford, for the term of one year. Carl Pätzl, for the term of two years, and Thomas Coates for the term of three years.

That a vacancy shall be deemed to exist in the membership of said Board, by the death, resignation, or removal from said Tillamook City, Oregon, or by the expiration of the term of office of any member of said Board, all expirations to occur on the 31st day of December, in any year.

That any vacancy in the membership of the Board shall be filled by appointment, by the Mayor of Tillamook City, Oregon, provided however that such appointment shall always be approved by at least one of the remaining members of said Board and shall be for the balance of the unexpired term.

That said Board shall elect its own officers, for the proper and convenient transaction of its business and all of its business shall be transacted by proper resolutions which shall be spread upon its minutes, and together with its accounts shall constitute its records, which records shall be open to inspection by any and all persons interested at and during all proper business hours, and two members of said Board shall constitute a quorum for the transaction of business, provided all resolutions passed shall be sanctioned by at least two members of said Board.

That the said Board shall keep a strict account of all moneys received by taxation, donation or otherwise and shall have the supervision of all funds raised for the purpose of improving or beautifying said park, and shall pay same out only by warrants duly drawn and signed by the proper officers of said Board who shall make such necessary rules and regulations for the conduct of the business of the said board, as will make their records plain and intelligible.

That any person who is a freeholder, and resides within the corporate limits of Tillamook City, Oregon, and who is interested in the health, sports, pastimes, good citizenship and general welfare of the school children of the community, shall be eligible for membership on said board and both sexes shall at all times be represented on the membership thereof, and they shall serve as such members without compensation, directly or indirectly.

That the said Board shall have the exclusive care and management of said park, and maintenance thereof and at all times said park shall be kept open and shall be used exclusively for the games, pastimes, recreation, amusements and enjoyment of the school children of the school district or districts in which the said Tillamook City, Oregon, is located, and for no other purpose.

That before entering upon the discharge of his or her duty, as a member of said board, each member thereof shall take and subscribe an oath of office, which oath shall be substantially the same as that prescribed by law for the officers of a corporation, with an additional provision that he or she will faithfully and diligently assist in carrying into effect the provisions of this trust, and of each and all of said provisions.

That the said land shall be used, improved and beautified at the expense of the public and by donations if any, under the supervision of said Board, and Tillamook City, Oregon, shall from time to time as may be expedient and necessary, make such public donations to the Board by tax-

ation or otherwise, as may be deemed advisable with the proper execution of this trust, and shall each year provide a fund for the improvement and maintenance thereof, the amount each year expended to be determined by the recommendation of the Board with the approval of the taxing power of the said city, but in no event shall such amount constitute an unjust burden upon the taxpayers.

That a failure of Tillamook City, Oregon, to accept the said trust or to transfer or attempt to transfer the same or any portion thereof or a failure of the board to faithfully carry out any and all of the provisions of this trust shall annul the same and in that event the said property herein described shall revert to the heirs, executors, administrators or legal representatives of the said Thomas Gilford Stillwell.

In witness whereof, we have hereunto set our hands and seal this 6th day of December A. D. 1909.

The Complaint.

In the complaint the defendants allege:

That the said deed besides being signed and sealed before its delivery was duly acknowledged by the plaintiff and thereafter the same was duly recorded at pages 101, 102, and 103 of Volume 13, Deed Record of Tillamook County, Oregon.

That no consideration passed from defendants or any of them to the plaintiff, but the said deed was simply a deed of gift in trust for the purpose therein expressed.

That at all times since the execution and delivery of said deed the said Tillamook City and the other defendants, Daniels, Coates and Beals, have failed and refused to accept the benefits offered by the plaintiffs in said deed and have failed and refused to comply with the terms and conditions mentioned in the said deed to be complied with by them, in this, to-wit:

Said pretended Board has failed and refused to elect its officers for the proper and convenient transaction of its business and has failed and refused to transact its business by resolution or by resolutions recorded and spread upon its minutes or any written record, and has failed to keep its accounts in proper form and has failed to make records thereof; has failed to hold its so-called or pretended records open to inspection to any and all persons interested therein during the proper hours or at any time; has failed to keep a strict account of money received by taxation, donation or otherwise; has failed to exercise proper or any supervision of the funds raised for the purpose of improving or beautifying the grounds mentioned in said deed; has failed to improve or beautify the said grounds in any respect; has failed to pay out moneys coming into their hands by warrants duly drawn by the officers of said pretended Board, and has in every respect failed and refused to comply with all the duties imposed upon the members of such Board by the said deed or to faithfully carry out any of the provisions of the trust imposed in said deed.

That the said members of the pretended Board and the said defendant Tillamook City have failed to keep open the said grounds conveyed in trust as aforesaid, to be used exclusively for the games, pastimes, recreation, amusement and enjoyment of the school children mentioned in said deed; but on the contrary, all of said defendants have permitted the said grounds to be used for other and divers purposes including the use thereof for baseball ground and including the use thereof for pasturage of stock by private persons and have neglected to keep the said grounds in order or to beautify the same; have neglected to inclose the same and have so exposed the said grounds by their said neglect that such grounds have become useless for the purpose mentioned in said deed and the object of the said trust has been completely defeated.

That the said pretended members of the said Board have failed to take and subscribe to, an oath of office to faithfully and diligently assist in carrying into effect the provisions of the trust aforesaid or to take any oath whatsoever.

That the defendant Tillamook City has failed to exercise proper or any supervision in the preservation of the said grounds for the purpose mentioned in the aforesaid deed and has acquiesced in all the other defendants and has never at any time accepted the said trust and has never undertaken or attempted to undertake the execution of the duties imposed upon it by the said trust.

That plaintiffs W. H. Eberman and Willa Eberman at all times herein mentioned and wife, and at the time of the execution of said trust deed said plaintiffs joined herein for the purpose of declaring a cloud to the title of the premises conveyed but at that time and at no time thereafter did the plaintiffs have any real interest in and to the said premises; that at the time of the execution of said instrument plaintiff Thomas Gilford Stillwell was the real owner in fee simple in and to the said premises subject to and to the life estate of plaintiff W. D. Stillwell, which life estate was at said time the only interest of the W. D. Stillwell in and to the said premises.

That the plaintiffs have no plain, speed and adequate remedy at law. Wherefore, plaintiffs pray that the said deed or trust be cancelled, annulled and held for naught. That the said trust relations of the parties created by the said deed of trust be dissolved; that the rights of the defendants and any of them existing at any time heretofore under and by virtue of said deed of trust be declared extinguished; that the plaintiff Thomas Gilford Stillwell be declared to be the owner in fee simple of the said premises free from any and all rights and claims of the defendants or any of them, and for any other and further relief in equity which Court may deem meet and just, and for the costs and disbursements of this action.

Attorneys T. B. Handley and S. S. Johnson represent the defendants.

Child Fatally Burned.

A fatal burning accident occurred on Sunday afternoon, when Thomas Williams, the four year old son of Mr. and Mrs. Jack Williams, was fatally burned, and who died Monday evening from the effects. The boy was asleep in a tent on the Wilson road, and his parents went across the road to make a visit. In some way the tent caught fire and burned under it, but managed to crawl out and ran to where his parents were. He was badly burned about the head. The sad accident caused quite a gloom in the neighborhood, and much sympathy was shown the sorrowing parents.

Tillamook Cheese at the Fair.

Carl Haberlach has received two letters in regard to Tillamook cheese at the fair. One reads as follows:

"We have the following to report in connection with our Tillamook exhibit in the Oregon Building at the P. P. I. E.

"The quantity you shipped, which we understand is about 30 cases including some Young Americas, is all intact. They have used a few cheese for distribution to the public. Our cheese as we found it had been taken out of the cases and piled on a platform, which is covered with green burlap, in the west end of the building; the location is good. Anyone interested in the Oregon building will surely see our display. We have, however, the following objections, which we registered with Mr. Geo. M. Hayland, Managing Secretary of the Oregon commission.

"In the afternoon about three o'clock a quantity of Oregon cheese, including Tillamook, is cut into small slices and served on soda crackers. We found that the young ladies and one man that attend to this, had the cheese in wooden trays and upon being questioned could not tell Tillamook from other Oregon cheese, in fact, one of the young ladies told the writer that it was all Coos Bay cheese, the finest ever made; in other words, the force of this demonstration is entirely lost as far as our product is concerned. Now to correct this, we suggest the following:

"First of all, we can arrange with Mr. Hyland to have a young lady for two or three hours each day stand in front of our exhibit and serve small slices of Tillamook cheese on a cracker.

"Our next suggestion is that around each of these cheese and cracker, we place a printed leaflet, setting forth the merits of Tillamook cheese, the word Tillamook appearing in large type on that portion of the leaflet which the person sees when being handed the sandwich.

"Next, we consider it all important that we have a sign painted reading something like this,—"This is the genuine inspected Tillamook Cheese from Tillamook County, Oregon."

"You can see the advantage of our suggestions,—the young lady serving the cheese impresses upon the people that it is Tillamook cheese; the leaflets, will be read by at least 50 per cent of the people and the printed sign will help to distinguish Tillamook cheese from other Oregon cheese. As it is now, all Oregon cheese looks alike to the public that visits the Oregon State Building.

It will not cost you much to carry out our ideas. A young lady can doubtless be engaged for this work for \$1.00 to \$1.50 a day; crackers can be bought by the box at a minimum cost and the printed sign will not be more than \$1.00 to \$2.00.

"We note from your letter written in connection with this exhibit that you contemplate changing the cheese from time to time and having us eventually dispose of each shipment. Inasmuch, however, as other cheese makers are giving away their product you will doubtless conclude that it is necessary for us to do likewise with ours. We believe that one cheese a day will be sufficient to cut."

The other letter refers to the demand for samples of Tillamook cheese, as is follows:

"We desire to report that our Tillamook cheese exhibit has taken the people by storm. They are now serving from the Tillamook cheese booth a thin slice of Tillamook cheese on a cracker, cheese and cracker wrapped in printed leaflet, copy of which we mailed you and held together by a rubber band. This makes a most attractive and sanitary package and Mr. Hyland reports to us this morning that the demand over Saturday and Sunday was simply enormous and he found upon checking up stock this morning that they had used four cheese and the entire tin of crackers. As you may imagine, Saturdays and Sundays are big days at the Exposition; during the week the demand will not be so great as on Saturdays, Sundays and holidays. We told Mr. Hyland that your idea was to use one cheese on week days and two cheese on special days. We are compelled to believe that the demand we are having will result very beneficially to us all. A large number of consumers have asked Mr. Hyland and his assistants where they can buy Tillamook cheese, stating that they have never tasted better and demanding Tillamook only.

"We have given Mr. Hyland the name of several retailers to whom he can refer the public. We have decided to furnish four names only and incidentally have called upon these four retailers and secured orders from them for Tillamooks for account of dealers that buy from us. We prefer not to name more than four retailers, for the reason that we want the impression given that Tillamooks can be bought from any retail grocer, with the result that the demand on the retailers will be general instead of confined to a few concerns, the names of which we have furnished.

"I didn't raise my boy to be a Milk-sop" is the Boston Globe's version. None of us need worry in the matter. Milk-sops are born, not made, and, happily, they are in a weak minority.

DUMBA INCIDENT IS OF GRAVE MOMENT.

Breach With Two Nations Possible.

Washington, Sept. 7.—Drastic action by President Wilson in the case of M. Dumba, Austro-Hungarian Ambassador to the United States, may provoke serious complications between this country and the Austro-Hungarian government and perhaps Germany.

The incident has possibilities, the gravity of which the president and his advisers feel they cannot afford to overlook.

Ambassador Positively Instructed.

According to what Ambassador Dumba told Secretary Lansing, his letter was in pursuance to positive instructions received by him from his government. He was specifically directed to advise all Austro-Hungarian subjects that if they worked in factories turning out war supplies to be delivered to the allies they would be guilty of treason and if they returned to their country they would be tried and punished, the penalty being 10 to 20 years imprisonment or hanging.

It was the duty of the Ambassador to carry out the instructions of his government. The letter he wrote reported on the arrangements he was perfecting. Thus the responsibility rests squarely on the Austro-Hungarian government.

Breach of Relations Possible.

It follows that Mr. Dumba's action will be wholly supported by his government. In this case, should the President decide to go so far, it will be necessary to request his recall, and if that should be done it is declared positively that the Austro-Hungarian government will hand passports to Mr. Penfield, the American Ambassador in Vienna.

Thus a state of broken relations would exist between the United States and Austro-Hungary.

In the same connection, a question would arise as to the course Germany would pursue. There is no doubt Germany is in exact agreement with Austro-Hungary as to the desirability of crippling the American output of munitions of war.

There is no doubt further that Austro-Hungary will consult her ally as to the policy primarily and Germany secondarily will pursue.

German Support Expected.

There thus arises the possibility that Germany will act in precisely the same fashion as Austro-Hungary acts. In short, should the matter reach the stage where the United States will demand the recall of M. Dumba and Austro-Hungary hand M. Penfield his passports, Germany will dismiss Mr. Gerard, the American Ambassador in Berlin, and recall Count von Bernstorff, the German ambassador.

Mr. Roosevelt and Belgium.

Mr. Roosevelt persists in his statement that the United States Government violated an agreement when it failed to rush to the armed support of Belgium when that country's neutrality was violated by the German invasion. Upon what document he bases this claim does not appear, although he refers vaguely to Hague conventions. No one but himself, assuming that he finds foundation for his views in The Hague agreement, seems to be able to discover any such obligation therein. It is true that the convention of 1907 declared that "The territory of a neutral power is inviolable" and that "Belligerents are forbidden to move troops or convey, whether of munitions of war or of supplies, across the territory of a neutral power," but there was no agreement for the enforcement of these provisions, and no understanding that the signatory powers, or any of them, should come to the aid of the country whose neutrality might be so violated. The Hague conventions are not police regulations, but declarations of principles. They have the force of international law as standards of relation between nations but that the violation of any one of the articles, or all of them, would bring the powers to arms in their defense was never thought of.

The action of Great Britain is rising ostensibly, to the support of Belgium, was not based upon Hague conventions nor upon general international laws. If they were all that bound her she would have had no legal obligation to impel her assistance. Her course then, if she had taken action, would have been prompted wholly by humanity or political expediency. But she was bound, as were France, Russia, Austria and Germany, by definite and specific agreement, to maintain the neutrality of Belgium, by force of arms if necessary. The autonomy of Belgium was founded upon that agreement, and its existence depended upon the respect of its neutrality not only by its guaranties but by itself. The United States was not a party to any such compact, nor to any understanding whatever that would legally, morally or even sentimentally obligate her to interfere in Belgium's behalf. Such Quixotic notions of international altruism would involve us in constant warfare.—Globe Democrat.

Notice of Completed Contract.

Notice is hereby given, that the County Road Master of Tillamook County, Oregon, has filed in this office his certificate for the completion of the contract of Jeffrey & Bolton, on the Eugene Atkinson County Road, between Station 42 plus 87 and Station 139 and 15 and any person, firm or corporation, having objections to file to the completion of said work may do so within two weeks from the date of the first publication. Dated this 8th day of Sept., 1915.

J. C. Holden, County Clerk.

First publication, Sept. 9, 1915.

Last publication, Sept. 23, 1915.

Homeseickness for the farm is strongest in September and October, but the barometer fall rapidly in January.

That's what Bryan gets for leaving the cabinet. No one would have dared to kiss him while he was secretary of state.

Notice.

Notice is hereby given that the State Land Board of the State of Oregon will receive sealed bids at its office in the Capitol Building at Salem, Oregon, up to 10 o'clock A.M. on November 9, 1915, for all the State's interest in the tide or overflow lands hereinafter described, giving, however, to the owner or owners of any lands abutting or fronting thereon, the preference right to purchase said tide or overflow lands at the highest price offered, provided such offer is made in good faith, and also provided that the lands will not be sold for, nor any offer therefor accepted of less than \$7.50 per acre, and that the Board reserves the right to reject any and all bids.

Said lands are situated in Tillamook County, Oregon, and described as follows, to-wit:

Beginning at a point 660 feet north of Sec. corner common to 14, 15, 22 and 23, T. 1 S., R. 10 W. W. M., this point being the meander corner between sections 14 and 15; thence:

East 390.00 feet along U. S. Meander line.

N. 32 degrees, 45 minutes E. 660.00 feet along U. S. Meander line.

N. 78 degrees 45 minutes E. 759.30 feet along U. S. Meander line.

N. 24 degrees, 16 minutes E, 482.40 feet along low water line.

N. 3 degrees 20 minutes W., 1135.00 feet along low water line.

N. 5 degrees 33 minutes E 419.50 feet along low water line.

N. 15 degrees 18 minutes W. 840.00 feet along low water line.

N. 0 degrees 49 minutes E. 2402.00 feet along low water line.

N. 3 degrees 37 minutes W. 1340.00 feet along low water line.

N. 87 degrees 34 minutes W. 1308.96 feet to point on line between Secs. 14 and 15.

South, 7302.21 feet to a point of beginning, containing 241.42 acres in Secs. 14 and 11, T. 1 S., R. 10 W.

Applications and bids should be addressed to "G. G. Brown, Clerk, State Land Board, Salem, Oregon," and marked "Application and bid to purchase tide lands."

Dated August 21, 1915.

G. G. Brown, Clerk State Land Board.

First publication, Sept. 2nd, 1915. Last publication, Nov. 4th, 1915.

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