

LITIGANTS IN PAVING CASE AGREE TO SETTLE

Offer of \$27,000.00 Made With a Reduction in Cost of Pavement.

The pavement case bobbed up again last Monday at a meeting of the City Council, which came up in the form of a resolution in which the Warren Construction Company agreed to pay the litigants \$27,000.00 and make a reduction of .25c per square yard on the price of the pavement. The offer is made conditional upon the City Council assessing all of the property owners who are liable to assessment for pavement and sewer.

There is some doubt whether this can be done, for the reason that in laying the pavement the construction company did not comply with the specifications, and for that reason some of the property owners contend that the City Council have no right to assess them for a pavement that the City Council did not contract for. There is talk of further litigation to prevent the City Council from making an assessment.

The Resolution.

The resolution adopted by the City Council is as follows:

Resolved that the City Attorney be and is hereby authorized to enter into stipulation on behalf of Tillamook City and its officers, in the case of F. R. Beals, et al vs. Warren Construction Co., et al, now on appeal to the Supreme Court of Oregon from the decree of the circuit of Tillamook County, for the entry of a decree in accordance with form of stipulation and accompanying agreements submitted and placed on file with the City Recorder, it appears that the said stipulation meets with the approval of the attorneys for the plaintiffs in said cause, and that the interests of Tillamook City are not thereby injured.

The Stipulation.

The stipulations are contained in the following:

I, Charles W. Fulton, do hereby acknowledge that I have this day received from the above named defendant Warren Construction Co. the sum of Twenty-seven Thousand dollars (\$27,000.00) to be disposed of by me as follows, to-wit:

Contemporaneously with the receipt of said \$27,000.00 and the signing thereof the parties to the above entitled suit have entered into two stipulations as follows:

(1) A stipulation for the rendition and entry by and in the above entitled Court of a decree in the above entitled suit as per copy of proposed decree set forth in said stipulation; and

(2) A stipulation for the delivery by said Warren Construction Company to the Mayor of defendant "City of Tillamook" of certain instruments described in said stipulation.

If said decree is rendered and entered in this suit within ten days from the date of this receipt, said \$27,000.00 shall become the property of the plaintiffs in this suit and shall be disbursed by me for their benefit and account as soon as the two assessments mentioned in said decree are levied and made and docketed as provided in said decree and \$27,000 is collected or realized by the defendant "City of Tillamook" on said assessments and paid over to said "Warren Construction Company" provided, however, that if said "Warren Construction Company" accept any bonds of said "City of Tillamook" in lieu of cash, said bonds shall, for the purpose of this paragraph, be deemed the same as cash.

If, however, said decree is not rendered and entered in this suit within ten days from the date of this receipt, or if it shall be determined, by final decree or judgment in any suit or action wherein the right to levy and make either of said assessments is contested or the validity of either of said assessments is questioned after the same has been levied or made or collected or enforced, then, and in either of said events, I am to return said \$27,000.00 to said "Warren Construction Company." Provided, however, that if I have prior to any such final decree or judgment disbursed said \$27,000.00 for the benefit and account of said plaintiffs under and in accordance with the next preceding paragraph of this receipt, I shall not by reason of such final decree or judgment or anything else herein contained, be under any obligation to return said \$27,000.00 or any part thereof to said "Warren Construction Company."

Said \$27,000.00 is to be forthwith deposited in my name as Trustee in such bank of the City of Portland as may be approved by said "Warren Construction Co." under an arrangement with such bank, if such an arrangement can be effected, whereby such bank will pay interest on said \$27,000.00 during such time as it remains so deposited; and said \$27,000.00 shall remain in such bank or to any other bank to which it may be transferred by mutual consent of said "Warren Construction Company" and me, until it shall, in accordance with the terms of this receipt, become the property of plaintiffs in this suit or be returned by me to said "Warren Construction Company;" and all interest earned on said \$27,000.00 while so deposited in any such bank shall be paid to said "Warren Construction Company."

Whereas the parties of this suit have this day entered into a stipulation for the entry of a decree in the above entitled suit in the above entitled court, which proposed decree is set out in full in said stipulation; and

Whereas as part of the consideration for said stipulation defendant "Warren Construction Company" has agreed to do the things hereinafter mentioned;

Now, therefore, the promises being as above stated, defendant "Warren Construction Company" does hereby agree with the other parties to this suit that if said proposed decree is rendered and entered by and in the above entitled court, said defendant shall, after said decree is also entered

in the Circuit Court of the State of Oregon, for Tillamook County, in pursuance of the mandate of the above entitled court and prior to the levying and making of the assessments provided for in said decree, deliver to the Mayor of defendant "City of Tillamook" the following instruments, to-wit:

(1) A duly executed document in and by which defendant "Warren Construction Company" shall waive all claims for interest upon said cost of said improvement and all claims against any and all of the plaintiffs herein and defendant "City of Tillamook" for damages of any kind by reason of this suit or any litigation heretofore instituted by any of said plaintiffs against defendant "Warren Construction Company;" and

(2) A duly executed obligation in and by which defendant "Warren Construction Company" shall agree to maintain and keep in good repair all the pavement constructed and laid by it in said City of Tillamook under the "paving contract" mentioned in said decree for a period of ten years from and after July 1, 1913; and

(3) A duly executed bond in the penal sum of \$_____ for the faithful performance of said obligation until July 1, 1918, upon which bond some surety company authorized to do business in the State of Oregon shall be surety; and

(4) A duly executed bond in the penal sum of \$_____ for the faithful performance of said obligation from July 1, 1918 to July 1, 1923, upon which bond the "Warren Bros. Company" may be surety at the option of defendant "Warren Construction Company," or, if said defendant does not give said "Warren Bros. Company" as surety, the surety of sureties shall be such person or persons other than a surety company as are acceptable to and approved by said Mayor of defendant "City of Tillamook."

In witness whereof, said "Warren Construction Company," has caused this agreement to be executed for and in its behalf by its duly authorized officers and its corporate seal to be hereunto affixed—done at Portland in the State of Oregon, this _____ day of June, 1917.

It is hereby stipulated and agreed by and between the parties hereto that decree shall forthwith be rendered and entered in the above entitled Court and cause as per "Exhibit A" hereto attached and hereby made a part of this stipulation.

The "Warren Construction Co." defendant and appellant herein, having duly prosecuted and taken on appeal to this Court from the decree rendered and entered in this suit in and by the Circuit Court of Oregon, for Tillamook County, and this suit being now regularly pending in this Court, and all the parties to this suit having stipulated that this decree should be now rendered and entered herein:

It is therefore ordered and decreed that the decree of said Circuit Court so appealed from to this court be and the same is hereby reversed and set aside and held for naught; and

It is further found and decreed that defendant "Warren Construction Co." has substantially performed that certain other contract, hereinafter called "Sewer Contract," made and entered into between said two defendants on May 31, 1912, in and by which said defendant "Warren Construction Co." agreed to construct a sewer in and along certain streets of said "City of Tillamook"; and

It is further found and decreed that the value and total cost of the improvement made and done by defendant "Warren Construction Co." in and on streets of the City of Tillamook under and by virtue of said "paving contract" was and is \$150,942.07, as ascertained and determined by Resolution of the Common Council of defendant "City of Tillamook" of December 3, 1912, of which \$16,719.45 was and is for the surface drainage system constructed by defendant "Warren Construction Co." under said contract and the remaining \$134,222.62 was and is for the balance of the work done by defendant "Warren Construction Company" under said contract; and

It is further ordered and decreed that defendant "City of Tillamook," by and through its Mayor and Common Council and other proper officers, shall forthwith, by resolution or ordinance or in such other manner and form as may be prescribed by the charter of defendant "City of Tillamook," assess and determine the proportionate share of such total cost of said improvement under said "paving contract" assessable to each lot or parcel of ground in said City of Tillamook abutting on or adjacent to and benefited by said improvement and assess each such lot or parcel of ground with and levy an assessment upon such lot or parcel of ground for its said proportionate share of such total cost of said improvement, and that said assessment shall be final and conclusive; and

It is further ordered and decreed that the Recorder or other proper officer of defendant "City of Tillamook" shall, immediately after said assessment for said improvement is so made, enter a statement thereof and of the amount so assessed against each such lot or parcel of ground in the "Docket of City Liens" of defendant "City of Tillamook" in such manner and form as may be prescribed by the Charter of said defendant, and that thereupon said assessment and the amount so assessed against each lot or parcel of ground shall be and become a valid and binding lien on and against such lot or parcel of ground, which lien shall have priority over all other liens or incumbrances whatever; and

It is further ordered and decreed, in

accordance with a compromise, agreement made by the parties of this suit, that any owner of any such lot or parcel of ground so assessed for said improvement under said "paving contract," who shall not, after the entry of this decree, have—either alone or with others—instituted or caused to be instituted any legal proceedings to delay or to prevent the making or entry of said assessment for the cost of the said improvement under said "paving contract" or to resist or to contest said assessment or the apportionment of said cost thereunder, shall receive and be allowed a credit or rebate on the assessment against his said lot or parcel of ground of twenty-five cents (.25c) for each square yard of pavement, the cost of which is covered by and included in the assessment against his said lot or parcel of ground, and that such credit or rebate shall be received by and allowed to any such owner either when he pays in cash the balance of the full amount of his said assessment or when he makes an application to pay his said assessment in installments in the manner provided for in the charter of defendant "City of Tillamook," and that no such owner who so pays in cash at any time before a sale of his lot or parcel of ground because of non-payment of such assessment shall lose or be denied such credit or rebate on account of delay or delinquency in time of payment, and

It is further found and decreed that the original value and total cost of the sewer construction under said "sewer contract" was \$47,103.04, as ascertained and determined by resolution of the Common Council of defendant "City of Tillamook" on December 3, 1912; and

It is further ordered and decreed that defendant "City of Tillamook," by and through its Mayor and Common Council and other proper officers, shall forthwith, by resolution or ordinance or in such other manner and form as may be prescribed by the Charter of defendant "City of Tillamook," assess and determine the proportionate share of such total cost of said sewer assessable to each lot or parcel of ground in said City of Tillamook abutting on or adjacent to and benefited by said sewer and assess each such lot or parcel of ground with and levy an assessment upon each such lot or parcel of ground for its proportionate share of such total cost of said sewer, and that said assessment shall be final and conclusive and

It is further ordered and decreed that the Recorder or other proper officer of defendant "City of Tillamook" shall, immediately after said assessment for said sewer is so made, enter a statement thereof and of the amount so assessed against each such lot or parcel of ground in the "Docket of City Liens" of defendant "City of Tillamook" in such manner and form as may be prescribed by the Charter of said defendant, and that thereupon said assessment and the amount so assessed against each lot or parcel of ground shall be and become a valid and binding lien on and against such lot or parcel of ground, which lien shall have priority over all other liens or incumbrances whatever except the lien of any assessment levied thereon under this decree for said improvement under said "paving contract"; and

It is further ordered and decreed that after said assessments for said improvement under said "paving contract" and said sewer under said "sewer contract" are levied and made as aforesaid, the proper officers of defendant "City of Tillamook" shall proceed to collect said assessments in the time and manner prescribed by the Charter of said "City of Tillamook"; and

It is further ordered and decreed that no party to this suit shall have or recover any costs or disbursements in this Court or in said Circuit Court and that this decree be entered in said Circuit Court as and for the decree of said Circuit Court.

Notice of Sheriff's Sale.

Notice is hereby given: That pursuant to a writ of execution issued by the Circuit Court of the State of Oregon, for the County of Tillamook, dated the 19th day of June, 1917, upon a decree rendered in said Court on the 18th day of June, 1917, in the cause wherein Louise Weinhard, Anna Wessinger, Paul Wessinger and Henry Wagner, executors and executors respectively of the last will and testament of Henry Weinhard, deceased, were plaintiffs, and F. H. Astmann, Veronika Astmann, and Veronika Astmann, as assignee of F. H. Astmann, for the benefit of the creditors of F. H. Astmann, were defendants, in favor of said plaintiffs and against the said defendants for the sum of twenty-seven hundred dollars, together with interest thereon from January 17th, 1912, at the rate of six per cent per annum until paid, and for the further sum of two hundred fifty dollars attorney's fees and for the costs and disbursements of this suit, taxed at \$17.75, which said execution is to me directed, commanding me as Sheriff to satisfy the said decree by sale of the real property hereinafter described:

Now, therefore, in order to satisfy said decree, I will, on Saturday, the 21st day of July, 1917, at 10:00 o'clock in the forenoon of said day, at the front door of the Court House in Tillamook City, Oregon, sell at public auction (subject to redemption) to the highest bidder for cash in hand, all the right, title and interest of the said defendants in and to the following described real property, situated in the County of Tillamook and State of Oregon, to-wit:

The East Half (E. 1/2) of the North East quarter (N.E. 1/4) and the South East quarter (S.E. 1/4) of Section five (5), in Township One (1) North of Range Ten (10) West of Willamette Meridian, containing one hundred nineteen and 82-100 (119.82) acres, more or less.

Dated this 20th day of June, 1917.

W. L. Campbell, Sheriff of Tillamook County, Ore.

CHAUTAQUA BRINGS STRONG PROGRAM

Which Takes Place July 18-23 in Tillamook City.

A careful survey of the attractions for our rapidly approaching Chautauqua indicates a program of exceptional strength and variety throughout. The list, which includes Gov. Carlson of Colorado, Royal Venetian Band and Graus' Tyrolean Alpine Yodlers, is certainly one to challenge comparison.

Chautauqua opens on the afternoon of the first day with a concert by the Lyric Glee Club, followed with readings and impersonations by Francis Hendry. In the evening following a prelude by the Lyrics, Dr. Andrew Johnson, one of America's foremost humorists will deliver his instructive and highly entertaining lecture, "Eli and Dennis." Wm. A. Boon, Illinois famous poet-philosopher speaks the afternoon of the second day, taking for his subject "The House of Man." He is preceded by the Fillion Concert party, who appear again in the evening, giving a forty-five minute concert. Chautauqua folks will hear Gov. Carlson, of Colorado in a stirring appeal to higher citizenry, "The Price of Progress." The afternoon of the third day brings the Military Girls singing orchestra, novelty drill and stunt club. Following their afternoon prelude, comes Dr. G. Whitefield Ray, noted explorer, Fellow Royal Geographic Society of London and honored throughout the world as the "Livingstone of South America." His lecture, delivered in Argentine Gaucho regalia will be "Through Five Republics on Horseback." In the evening the Military girls who were last year voted first place over all attractions on one of the larger Eastern Chautauqs, will give a full concert.

On the afternoon of the fourth day the Royal Venetian Band gives a forty five minute concert, after which Mrs. Lorene Wiswell Wilson, noted civic leader of the Federation of Women's Clubs, will speak on community affairs. Her subject is "The Adventure of Being Human." The grand concert by the Royal Venetian Band in the evening, is the occasion of the joint appearance of Mary Adel Hays, prima donna soprano of New York. The Wassers, favorite Chautauqua entertainers, in readings, impersonations and dramatic sketches, appear twice the fifth day. In the afternoon, they are followed by W. L. Mellinger eminent authority on Mexico, in his lecture, "The Truth about Mexico," in the evening by the Mawson Moving Pictures of the Sir Douglas Mawson Antarctic Expedition. Mr. Mellinger will tell the thrilling story of the expedition along with the picture, exactly as told by Sir Douglas himself. The sixth and last day of the Chautauqua hears a program in the afternoon by the Junior Chautauqua under the direction of the Junior Superior—after which, Wood Briggs, the inimitable Kentuckian, will entertain with stories of the south.

Chautauqua closes with a grand concert by Graus' Tyrolean Alpine Yodlers, who produce a costumed musical fantasy, "An Evening in the Alps."

Mawson Antarctic Pictures.

Royal penguin tastes like canvas-back duck—flavored with kerosene oil—contends Sir Douglas Mawson, who brought back from the heretofore little-known Seventh Continent the most remarkable set of motion and still pictures ever shown in America. After these pictures were exhibited before the national Geography Society at Washington, D. C., Mr. Grosvenor, the director said:—"I hope every American will have an opportunity to see Mawson's beautiful motion pictures of the penguins and their rookeries, where thousands are seen, of the sea elephant and the whales, of the great ice-barrier and enormous icebergs, of the snow petrel and the ice-clad mountains. Our two capacity audiences were held spell-bound by the pictures and the marvelous story."

The Washington, D. C. Post in commenting on the pictures, said:—"The most thrilling and most unusual pictures ever thrown on the stage of the Belasco Theatre when Sir Douglas Mawson's pictures were supplemented with a vivid lecture."

"Not even the Scott pictures, the Rainey African hunt pictures or the Williamson Submarine pictures can equal these astonishing photographic representations of marine and animal life and hardships endured by the intrepid explorers of the frozen South."

The story is a tale of dauntless heroism. The most graphic motion pictures are those depicting the terrific force of the wind on the great Southern continent—wind which averaged for the entire year a velocity of 50 miles an hour, and which frequently reached 100 miles. Another astonishing film showed the life of the penguins, the gulls and the sea elephant. From the standpoint of photographic art alone these pictures are unsurpassed."

THE TILLAMOOK HEADLIGHT
Makes Clubbing Arrangement With
The Oregon Farmer
Offers Unusual Opportunity to its Readers
AMONG our large circle of readers there are a great many who are interested directly or indirectly in fruit growing, dairying and other branches of farming. All of these naturally wish to keep in close touch with agricultural activities throughout the state; and to know about any fight which is being waged for the measures Oregon farmers want and against all sorts of schemes that are detrimental to the people and agricultural interests of this state.
We have, therefore, made a special clubbing arrangement with THE OREGON FARMER whereby any farmer or fruitgrower, who is one of our regular subscribers and who is not now a subscriber to THE OREGON FARMER, will be entitled to receive THE OREGON FARMER in combination with this paper at the same rate as for this paper alone.
This offer applies to all those who renew or extend their subscriptions as well as to all new subscribers. If you are interested directly or indirectly in Oregon agriculture, do not miss this unusual opportunity, but send your order in now.
THE OREGON FARMER is the one farm paper which is devoting itself exclusively to the farming activities and interests of Oregon. It has a big organization gathering the news of importance to farmers, dairymen, fruitgrowers, stockraisers and poultrymen; and it has the backbone to attack wrongful methods and combinations and bad legislation, and support honest leaders and beneficial measures. We are confident that our readers will congratulate us on our being able to make this splendid and attractive clubbing offer.
TILLAMOOK HEADLIGHT, 1 yr \$1.50
OREGON FARMER, 1 year - \$1.00
\$2.50
By Our Clubbing arrangement, both for \$1.50

ly the views are of the highest value. The living records of the animals and birds of this desolate region, the sea elephants, the giant and the snowy petrels, are beyond price. The penguins deserve a paragraph by themselves. The lamented J. H. Haverly, of minstrel fame, was wont to advertise his troupe thus:—"Forty—Count 'em." Imagine one million comedians in one group, each actor endowed with an unctuous and grotesque personality, whose ever movement excites laughter and who are unconsciously but incessantly performing, and a fair conception of a colony of penguins may be obtained. Add to this that every one of the birds is a high-diver of unsuspected skill, and to see them play "Follow your leader" into the water then out again, landing with a surprising leap on the ice, is to behold a "stunt" that sets "advanced vaudeville" even when aided by Emma Calve, a difficult pace to follow.

The baby sea elephants are another group of financial comedians. Charles Chaplin at his best never existed greater laughter than one of the young elephants when he awoke from a day dream, assumed an expression of pained surprise, and scratched his nose with his flipper.

A striking example of the marvelous utility of wireless telegraphy was given when the Mawson party from its hut buried beneath the snows of an Antarctic winter, kept in touch with civilization by the aid of the Marconi invention. Hardly less marvelous is the bringing back to the inhabitant globe the indisputable proofs by means of the moving picture machine, of Mawson's account of life and adventure at the South Pole.

These wonderful pictures will be shown at Chautauqua on the fifth night with the lecture exactly as told by Sir Douglas Mawson himself.

Late Lessons on Crop Yields.

General talk about crop shortages has led to concern over the possible effects of a cold spring on the coming yields. Throughout most of the United States the growing season has been unusually late. This has led to the belief that short crops will be the inevitable result. There are no real grounds for undue apprehension. The London Spectator recently published data from a diary extending back nearly a hundred years showing that late crop seasons were no means invariably followed by poor yields. The records of our own country are of the same character. The weather bureau presents statistics indicating that a late spring is always beneficial to grasses, pastures and winter grains. Of the "warm weather" crops, such more depends upon the weather at and immediately after tasselling and during the time that the grain is in the field. For corn alone there is required an intervening period of growth between planting time and the first autumn frosts ranging from 120 days in the extreme northern states to 170 days in the Gulf states. Statistics of the average date of killing frosts in autumn help to show whether corn can still be planted with hope of reaching maturity unharmed. There are few sections in the main corn growing states where corn planted in May will not ripen before the average date of frost in fall. In some central portions and over much of the south corn may be planted until near the close of June, with prospects of its maturity nine years out of ten before damaging frosts occur.

The People Must Pay.

What occasions criticism in congress is the wholesale demand of the departments desiring to carry out the president's policies. It is hardly fair to call the men who inquire about those expenditures "a small selfish minority," because congress is doing its best now to satisfy two very important bodies of citizens—those in official and private life who want the war plans quickly consummated, and that other very important element which has to pay the taxes. Washington is full of contractors and material men—men who want to be patriotic, but expect to be paid for it. Taxes don't bother this class as they bother congressmen who listen to the appeals and arguments of the taxpayers with marching men. The uniform appears in all the department buildings and is conspicuous in the hotels and on the highways. Congress is in almost daily discussion of more pay for those men and their equipment. Experience in trying to pass the first war tax bill of \$1,800,000,000 is hard enough, as the average legislator views it, to give pause, at least until there is reasonable assurance that the money raised will be honestly spent, or will not be so sidetracked for salaries and new berths that the restoration of normal finance will be forever postponed.

Card of Thanks.

The Sisters of St. Alphonse Academy wish to express their most gracious thanks to their many friends who by devotedness, interest and their presence, contributed in so large a measure to the social and financial success of last Tuesday's entertainment. A special "thank you" is extended to Mr. Henry Plasker who so generously gave his time and labor to the construction of the "Fountain" which was certainly a great attraction to the audience. We are also very grateful to Miss Helen Durrer, George Durrer, Herman Sanders and John Plasker for supplying us with Oregon's beautiful evergreen, moss, ferns, logs, flowers, etc. Sisters of St. Mary.