

NEHALEM BAY FISHERMEN'S CASE COMPROMISED.

Both Sides Come to a Decision that They had Nothing to Fight About.

A case that caused a tempest in a tea kettle came up in the circuit court last week, but brought out some good advice from Judge G. R. Bagley, was that of the Union Fishermen's co-operative company and a large number of fishermen on the Nehalem river, viz: F. Bolle, Albert Crawford, Wm. Crawford, C. H. Christensen, Joe Duncan, F. C. Emery, Dave Gervais, William Hartzell, C. L. Hoag, Chas. Joelsing, Rudolph Larsen, Louis Ludtke, H. H. Myers, Ralph Robison, Chas. Stephens, H. Schallmeyer, Sam Thompson, W. R. Walker, Fred Witte, O. L. Wood, Miller, W. F. Balmer, A. D. Thompson, Edgar Batzner, F. A. Emery, A. Klein, Oscar Bergman, Chas. Seamon, John Seamon, Harry Green, Jacob Kamm, M. F. Bawman, Paul Walker, Elmer Eason, Arthur Loerpabel, J. Lommen, Ralph McKimens, L. G. Wilton, Bowen, Haikela and Kynsi and W. H. Tubbesing.

The company had applied to the court for a restraining order against the fishermen, it being alleged that the defendants maliciously conspired, combined, confederated and agreed together and amongst themselves to ruin plaintiff's business of operating two drag seines by wrongfully, unlawfully and maliciously obstructing the current and flow of the waters of the Nehalem river over and above and in front of and abutting the tide lands in front of plaintiff's property by threatening to place and by actually placing set gill nets and by threatening to place drift gill nets in the waters flowing over and across the tidelands in front thereof and in close proximity thereto, well knowing that salmon fish will not enter or catch itself in such fishing devices during the day time, and not with the bona fide intention of catching salmon.

It was upon that showing that the judge decided to issue a temporary injunction last week and set the case for trial on Monday.

Quite an interest was taken in the case, for when the case came up on Monday a large number of fishermen from Nehalem Bay were present, but it was not until the afternoon that the issues were thrashed out and the case ready for trial.

After taking considerable evidence and the attorneys on either side being agreed as to the law governing such matters, which coincided with the views of the court as to the law, there remained after this was found out, very little differences to settle or litigate about, so on Tuesday morning the attorneys in the case, to the satisfaction of all parties to the suit, settled it by having a consent decree entered by the court.

The decree by agreement and by the approval of the court provides and restrains each side from unlawfully interfering with the other, but permits all parties to fish in the usual and customary manner which is, by each one taking their turn. The right of fishing being common to all persons, no one person can acquire any prior rights in any manner to fish in any waters of the State. All of the attorneys agreed to this being the law and so did the court declare it.

This form of decree and settlement met with the entire satisfaction of all concerned.

The case was of considerable interest owing to its importance, as all fishermen knew that the result would declare the rights of fishermen to the waters where salmon are caught.

The Headlight could not help but smile because of the fact that the respective attorneys could find no room for dispute in construing the fishing laws and rights of navigation.

Consequently, not being able to dispute over construction of the law, Attorney Johnson and Attorney Norblad had to content themselves with personal attack oratorically upon each other, or to be more correct attorneys throwing personal baquets at one another, from time to time in order to maintain interest and zest in the trial. Attorneys Handley and Holmes remained peaceable throughout the trial.

Judge Bagley, in closing the case, not only gave some good advice to the Nehalem Bay fishermen and the co-operative company as well, but it is good advice to fishermen in other parts of the county. He said: "I am sincerely gratified that counsel and litigants have mutually agreed upon a solution of the problem presented in this case and it relieves the court of the burden, although the court is not averse to assuming the burden of deciding the issues of the case. Mutual agreements are always much more satisfactory to those concerned than decrees rendered by the court after a contest. But that all may understand the situation from a legal standpoint the court will briefly suggest the rights of the respective parties upon the Nehalem river and Nehalem Bay, so far as the count understands the law applicable to the case. First, Nehalem Bay and Nehalem River are public highways, just such public highways as the county roads. The only difference is one is a natural highway and the other is an artificial highway. The Nehalem River and Bay are natural highways open to the use of all for navigation and for fishing purposes and all have the same right thereon. The fish that enter the Nehalem Bay and River belongs to the State of Oregon and all residents of the state have exactly the same right to take fish in that Bay and River by such legitimate means as is authorized by law of the State of Oregon, and all who would take fish therein must exercise the right so as to do no wrong to others who are exercising the same character of right. As an illustration: If two men are operating automobiles upon a public highway and one in the road is traveling twenty miles per hour and does not desire to travel more rapidly, and the other comes up in the rear traveling at a lawful rate of speed and yet faster than twenty miles per hour and desires to pass, the man traveling 20 miles per hour has no right by zig-

zagging across the highway to prevent the other from passing, and one who is guilty of that conduct is unlawfully exercising his right on the road. The rights of the fishermen operating any character of lawful gear upon Nehalem Bay and River are equal and co-extensive. The plaintiff has a right to operate drag seines on the Bay and is given that right by the State of Oregon, but it must operate drag seines in such manner as to not intentionally or purposely interfere with the rights of others engaged in the same occupation, and that same rule applies with equal force to those who operate drift nets. But all must operate them in such manner as to not purposely or intentionally interfere with the operations of drag seines. Both have rights in the bay and upon the stream. The rights are mutual. Neither can interfere with the other intentionally or purposely, and when one fisherman who lawfully operates upon the river or bay, if he comes there with good motives and honest purposes, there will be no conflict between the different character of gear and fishermen. Neither has the right to take the law into his own hands. If one is wronged the law gives a remedy. So you will see, gentlemen, when you go there to fish you are to respect the rights of other fishermen, and other fishermen are to respect your rights and if respected there will be no interference. There will be times when, no doubt, there will unintentionally be a collision, but that is liable to occur in any business in any walk of life, but those things can be overcome in a true spirit of reticence and in the light of the surrounding circumstances. There should be no occasion for the fishermen on the Nehalem River and Bay to have any collision or trouble excepting the unavoidable and unintentional; and I hope there will be no further conflict or misunderstanding. The fishing, such as engaged in by the plaintiff and defendants, should be carried on in the customary and usual manner, and, under your rights, if you conduct fishing in that way, that is, as it is customarily and usually conducted, taking into consideration the different character of gear, stages of the water, and obstructions and navigation, there would be none except the unavoidable and unintentional confusion, but fishing should never be operated in order to harass or annoy others. Each individual fisherman should observe the rights of others, and if each fisherman will pay attention and will observe the rights of others as well as those individual rights of himself, there can not possibly be any conflict or collision between them; it is a case of doing as you would wish to be done by."

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Circuit Court.

Catherine A. Long, estate of Frank Long, vs. A. K. Case. Action for money. Dismissed.
Chas. Finch vs. Miami Valley Creamery Company. Action for money. This was a case where the plaintiff was the cheese maker at the Miami Valley Creamery, working under a contract, and was discharged. The plaintiff sued for the amount that was owing him, and the jury gave him a verdict for \$315.00.
Frederick H. Wheeler vs. C. C. Byers. Action for money. Order.
Security Savings and Trust Co. vs. James Walton Jr., et al. Foreclosure of mortgage. Default and decree.
Eva W. Worthington vs. George W. Worthington. Divorce. Granted.
The plaintiff withdrew the charges alleged in the complaint and claimed

desertion as the reason of her suit.

Edgar M. Brown v. Flora Brown, man. Divorce. Granted.
Application of citizenship of Frank Barnes, Neils Olaf Glad and Peter Schranz were continued until the February term.
John Naegeli, Alex Peter Vlahos, R. G. Thompson, Rudolph Zwiefel and Kasper Zwiefel were admitted to citizenship.
Merchants National Bank vs. Walter A. Goss et al. Foreclosure of mortgage. Decree.
W. Roenicke and John A. Ward. Foreclosure of lien. Decree.

New Cheese Factory for Dolph.

Dolph, Or., Oct. 5.—At Sulphur Springs on the new Sour Grass road, a co-operative organization for the establishment of a cheese factory was formed a few days ago. At a meeting of those interested it was found that the milk from 100 cows was available and some of the people in this section have arranged to add to their herds so as to make it 125. The building erected for the bath house at the sulphur springs, by Baxter Bros., was secured for the factory, and machinery and equipment will be installed at once, \$1000 being subscribed for the purpose at the meeting, and the plant will be ready for operation about February 1 next. Ira C. Barber, formerly of Willamina, who represented Yamhill county in the last legislature, was chosen secretary of a co-operative company. He has a large dairy farm near the proposed plant. The plant will be known as the Sulphur Springs Cheese factory and will be a member of the association.

Who Can Add Another Verse to This

"There's one thing that's certain,"
Says old Mr. Peck;
"A boil on the stove is
Worth two on the neck."
Said Young Mr. Duffer,
A gay dog is he;
"A 'peck' in his lap
Is worth two on a tree."
And old Uncle Bing
I distinctly heard mutter,
"A hair on the head
Is worth two in the butter."
I said to the waiter,
That slow, awkward goop
"A thumb on your hand
Is worth two in the soup."
We, too, raised a holler
And smashed at the screen;
"A fly 'neath the swatter
Is worth two on the bean."

Is there a sick patient
Whom nothing could save,
"A patient in bed
Is worth two in the grave."
I've heard it said often
By those who've been stung,
That a bug in the rug
Is worth two in the lung,
A young masher said
As he sauntered by:
"A hit with the girls
Is worth two in the eye."
The newspaper man knows
At the end of the year,
That a subscriber paid up
Is worth two in arrears.

YOU CAN EARN \$200.

each month selling "Wear-Ever" specialties in Tillamook county. C. Irvine, Armstrong, Lewis county, Washington, averaged \$275 per month in July and August. A recent month's commissions of T. J. Fellow, Astoria, Oregon, were \$364. Do not apply unless you are exempt from army draft, can furnish references and have funds to pay expenses for one month. Successful applicant will be selected in few weeks after personal interview with our sales supervisor. For particulars write to The Aluminum Cooking Utensil Company, Portland, Oregon.

Notice.

This is to certify that I am the owner and publisher of the Tillamook Headlight, published at Tillamook, Oregon, and that there are no stockholders nor mortgage indebtedness against the newspaper plant.
Fred C. Baker,
Tillamook, Or., Oct. 11, 1917.

Notice of Guardian's Sale of Real Property.

Notice is hereby given, that by virtue of an order made and entered in the County Court for Tillamook County, Oregon, on the 10th day of October, 1917 authorizing and empowering the undersigned guardian of the estate of Reberta Campbell and William Campbell, Minors, to sell at private sale for cash to the highest bidder the real property hereinafter described, the said guardian, on and after the 15th day of November, 1917, in Tillamook, Oregon, will offer for sale and sell for cash to the bidder, for cash, all the right, title and interest of the said minors, Reberta Campbell and William Campbell, in and to the following described real property, situated in Tillamook County, Oregon, to-wit:
The Northwest quarter of Section 31, Township 2 South of Range 9, West of the Willamette Meridian.
Dated at Tillamook, Oregon, this 10th day of October, 1917.
Catherine A. Long,
Guardian of the persons and estate of Reberta and William Campbell, minors.

MISS SALENA DICK, TEACHER OF PIANO.
Primary and Advanced Instruction,
Studio at the home of Mrs. E. E. Koch. Price reasonable.
Phone 11 w.

NOVEMBER DELINEATORS
Subscribers please call for November Copies of the Delineator.
Those who have not subscribed for this helpful, interesting and entertaining Woman's Magazine can secure copies at the pattern counter at per copy.
15c.

Haltom's
Tillamook City.
BUTTERICK PATTERNS
There are no disappointments to the user of these famous patterns for they are designed by artists and cut by experts.
10c., 15c., 20c., 25c.
By Mail 2c. Extra.

Important Announcements of New Merchandise Just Received.

The New Fall Weights in
PERFECT FITTING **MUNSING WEAR** UNION SUITS
Are Now Being Shown.

WE urge everyone—man, woman and child—to secure their winter supplies of underwear now while selections are complete. And when we speak of underwear we mean of course *Munsing wear*, the all satisfying, shape retaining, long wearing underwear for every age and every figure.

The garments now being shown were bought long before the last advance, and as the manufacturers will not guarantee prices it is decidedly to your advantage to buy now.

The Men's Garments come with

- High Neck, Long Sleeves, Ankle Length, Closed Crotch.
- The Ladies' Garments in High Necks, Half Low Necks, Low Necks, Long Sleeves, Elbow Sleeves, Short Sleeves, No Sleeves, Knee Length, Ankle Length, Closed Gore, No Buttons, Half Open Fronts, V Necks, Tight Knees, Loose Knees, Wide Knees, Short Inseams.

The Children's Garments in

- High Necks, Half Low Necks, Low Necks, Elbow Sleeves, No Sleeves, Knee Length, Ankle Length, Drop Seats, Closed Crotch, Half Open Fronts, Full Open, No Buttons, Open Crotch.

Very Special Table Damask 63c.
Bought under exceptional circumstances we are able to offer several patterns in a splendid quality of Table Damask that measures 64 inches in width.
The fabric is beautiful in finish and is bleached all ready for use. A splendid opportunity to save on needed table coverings.

New Novelty Drapery Cretonnes 23c. to 95c.
Exquisite designs and colorings place these newly arrived cretonnes in a class all their own for side drapes, cushions, hangings, lamp shades, and the hundred and one things so acceptable for Xmas Gifts not to mention the very popular *Cretonne Shopping Bags*.
See Window Today.

Lovely New Crepes de Chine \$2.25
They arrived only this week and words fail to express their beauty in sheen and texture. They would be equally good for Waists, Evening Dresses or Underwear.
Shown in White, Flesh and Pink—and they come 40 inches wide.

New Cretonne Shopping Bags 83c. to \$1.98
Here they are—those pretty large cretonne shopping bags everybody is talking about. Made of large pattern cretonnes in the most pleasing colors, with handles in round, oval and strap shapes.
Everyone will want one as soon as they are seen, so choose early.

Ladies Here's an Apron Special 93c.
Becoming, useful and good wearing Bungalow Aprons of Percale in Light colors, Blues and Greys. There are several styles to choose from and they are prettily trimmed with piping, belts and straps. All sizes from 35 to 46.

Just In Wicker Baskets 49c. to \$1.25

Ladies' New Fall Models in Suits, Coats, Dresses and Separate Skirts Underpriced.

If you could have seen all the women who have taken advantage of the great savings we announced last week on Women's Fall Wearing Apparel you would have no doubts as to the appreciation they have of our Ready-to-Wear Dept's readiness to supply smart, stylish wearables at wonderful savings.

Every new fall garment is underpriced for this event and we urge every woman who has not yet bought to do so as soon as possible.

- Note the Prices.
Suits at \$13.45, \$19.45, \$23.45, \$27.45, \$32.45
Coats at \$13.85, \$17.85, \$20.85, \$23.85.
Dresses at \$15.95, \$16.95, \$17.95, \$19.95.
Skirts at \$6.65, \$7.65, \$8.65, \$9.65, \$10.65, \$11.65



There are no disappointments to the user of these famous patterns for they are designed by artists and cut by experts.
10c., 15c., 20c., 25c.
By Mail 2c. Extra.