

The Tillamook Herald

E. E. Crombley, Editor

Issued Twice a Week Tuesday and Friday

Entered as second-class matter May 17, 1910, at the post office at Tillamook, Oregon, under the act of March 3, 1879.

SUBSCRIPTION \$1.50 A YEAR IN ADVANCE

Advertising Rates

Legal Advertisements	Each subsequent insertion, line	.05
First insertion, per line	Resolutions of Condolence and Lodge notices, per line	.05
Each subsequent insertion, line	Business & Professional cards, mo.	1.00
Homeowner Notices	Display Advertisement, per inch	.25
Timber Claims	All Display Ads must be in this office on Monday and Thursday Mornings to insure publication in following Tuesday and Friday issues. Reasons are imperative.	
Notices, per line		
Cards of thanks, per line		
Locals, per line, first insertion		.75

TUESDAY JANUARY 20, 1914.

For several issues the Herald has refrained from carrying on any discussion in regard to the paving controversy, our present city administration and other things pertaining thereto. We feel that the public is entitled to something different, for at least a part of the time. The Headlight, however, does not seem to take this view of the matter, and in consequence is keeping up its usual "blat" and mud slinging. We would not pay any attention to the "shme" that flows from the pen of the Headlight's editor if it were not for the fact that Mr. Baker at times goes to the extent of maliciously falsifying, in his endeavor to carry his point and place those whom he is opposed to in a false light. As an example of this we quote as follows from the last issue of Headlight:

"F. R. Beals vs. W. O. Chase and Mina M. Chase, and the Tillamook Co-operative Fish Co., is a suit filed in the circuit court to recover the sum of \$3,000, with \$500 for attorney's fees. On the 15th of February, 1913, the defendants, W. O. Chase and wife signed ten promissory notes payable in ten years at \$300 per annum and having failed to pay the first note plaintiff sues for the whole amount."

The facts as to the above litigation are clearly set forth in the pleadings and are in substance as follows, to-wit: W. O. Chase and wife gave Mr. Beals ten promissory notes, bearing date Feb. 15th, 1913, amounting to \$3,000, secured by mortgage, payable respectively in 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 years after date. On May 1st Mr. Beals entered into contract with Mr. Chase whereby he, Chase, for certain considerations, modified the terms of the mortgage so that the whole thereof became due and payable on the 15th day of May, 1913. Note that Baker says: "On the 15th day of Feb., 1913, W. O. Chase and wife signed ten promissory notes payable in ten years at \$300 per year and having failed to pay the first note plaintiff sues for the whole amount." There is no such allegation in the complaint and nothing therein contained would admit of such an interpretation. Baker is entangled in his own misstatements as the first note is not yet due and payable and will not be (except by the terms of the modification) until the 15th day of Feb. 1914. It is apparent that instead of Mr. Beals taking advantage of a technicality and collecting notes before maturity as Mr. Baker would have us believe, he really had patiently waited for over seven months after the entire debt was due under the modification agreement before instituting foreclosure.

It is quite apparent that Mr. Baker will go to any extent in his endeavor to place in a false light and vilify Mayor Beals so great is his hatred towards the mayor. One would naturally think that under the circumstances, Mayor Beals being nominated and elected without opposition, his election being practically unanimous, an incident without a precedence in the history of our city, that Mr. Baker would have enough respect for our citizens in general to at least treat our mayor with passing respect, refraining from maliciously lying about him.

In a recent issue of the Headlight reference is made to Mr. Beals having brought suit against a widow to wrongfully acquire title to her property. An examination of the various court records will prove this accusation to be false and libelous.

In regard to the pavement case, Mr. Baker, has falsified time after time in his endeavors to place Mr. Beals and the citizens at a disadvantage in their fight against the Warren Construction Co. In the Headlight of Jan. 8th, referring to the Warren Construction Co. case and Mr. Beals and his associates, the following false statement is published. "By their own showing in the Hannenkrat case they have expended \$6500, for high priced outside attorneys." An examination of the complaint referred to will disclose that no such allegation is contained therein and the facts are the attorneys were paid little more than half of \$6,500.

From the beginning of the pavement case Mr. Baker did his utmost to thwart the endeavors of the citizens, publishing misstatements which presumably must have been inspired by representatives of the Warren Construction Co., as it is a fact that Mr. Baker staid away from the trial proceedings altogether, not taking enough interest in the case to get at the truth, being satisfied with what biased information

might be furnished him by those in favor of the Warren Construction Co. The pages of rot that have been published by the Headlight connecting Mr. Beals and his associates with the Knudson sweat-box episode has been heretofore stated by the Herald to be untrue and we again state that these gentlemen had absolutely nothing to do with this affair. However we will say that in the first place the citizens had a right to put detectives on the job, and subsequent disclosures and happenings have proven their wisdom in doing so. Most of the notoriety that has come to Mr. Knudson by reason of the affair is due to its constant agitation by the Headlight.

In the name of common sense, Bro. Baker, what have you gained, or what can you expect to gain for yourself or any other person or persons by continuing this tirade? You have exceeded all bounds of propriety and decency, the patience and tolerance of those whom you have so unscrupulously pursued may cease, take our word for it, it is a propitious time to stop.

SUMMONS.

In the Circuit Court of the State of Oregon for Tillamook County.

Montgomery Turner, Plaintiff, vs. A. H. Ruzer and Eva Ruzer, his wife, F. R. Beals and Bird L. Beals, his wife, G. H. Ward, Othon Cacharelis and Clara Cacharelis, his wife, George J. Geannakopoulos, Edward J. Schafer, and Tillamook County, Defendants.

To Othon Cacharelis, Clara Cacharelis, his wife, and Edward J. Schafer, Defendants: In the name of the State of Oregon: You are hereby commanded and required to be and appear in the above entitled court and answer the complaint filed against you in the above entitled cause on or before the expiration of six weeks from the date of the first publication of this summons in the TILLAMOOK HERALD, the date of the first publication hereof being January 13th, 1914 and the date of the last publication thereof being February 24th, 1914, to-wit: on or before February 24th, 1914.

You will please take notice that if you fail so to appear and answer the complaint filed herein, the plaintiff will apply to the court for the relief prayed for and demanded in his complaint, to-wit: for a decree and judgment in his favor and against all of said defendants and each of them, as follows:

1st: For a judgment against the defendant A. H. Ruzer for \$15,900, with interest thereon at the rate of six per cent per annum since September 14th, 1912, upon five certain promissory notes, made, executed and delivered by A. H. Ruzer to plaintiff on Sept. 14th, 1912, for different sums aggregating \$15,900, and for the further sum of \$1500 attorney's fees, and for the costs and disbursements of this suit.

2nd: That certain mortgage made, executed and delivered by defendant A. H. Ruzer and Eva Ruzer, his wife to plaintiff on September 14th, 1912, to secure the payment of five certain promissory notes for different sums aggregating \$15,900, dated September 14th, 1912, and bearing interest at the rate of six per cent per annum, be adjudged to be a lien prior in time and superior in right to the claim, interest and lien of said defendants Othon Cacharelis, Clara Cacharelis, and Edward J. Schafer, A. H. Ruzer, Eva Ruzer his wife, F. R. Beals, and Bird L. Beals, his wife, G. H. Ward, George J. Geannakopoulos, and Tillamook County and each and all of them in and to the real property therein described.

3rd: That the defendants above named and each and all of them be foreclosed of and from all right, title and interest at law or in equity in and to said real property hereinafter described.

4th: For a decree foreclosing that certain mortgage made, executed and delivered by A. H. Ruzer and Eva Ruzer, his wife, on Sept. 14th, 1912, in favor of Montgomery Turner, above named plaintiff, upon the following described real property to-wit:

Commencing at the half mile stake between sections 15 and 22 in T. 1 S. R. 9 W. of the Will. Mer., and running thence S. 160 rods to the S. E. corner of the N. W. quarter of section 22; thence in a northwesterly direction to the S. E. corner of the N. W. quarter of the N. W. quarter of section 22, 113 2-11 rods, more or less; thence N. to the section line between said sections 15 and 22, 80 rods; thence E. on said section line 80 rods to the place of

beginning, containing 60 acres, more or less.

Also the homestead claim of Peter Brant being the S. W. quarter of Section 15, T. 1 S. R. 9 W. of the Will. Mer., excepting therefrom 60 acres heretofore deeded by Peter Brant and wife to Mary E. Judd by deed recorded at page 408 of Book E of the records of deeds of Tillamook County, Oregon; to secure the payment of the said five promissory notes hereinbefore mentioned, for \$15,900, and further decreeing that said property be sold as upon execution at law, and the proceeds of said sale be applied as follows:

(a) to the costs and expenses of said sale;

(b) to the costs and disbursements of this suit;

(c) to the payment of the attorney fees awarded to this plaintiff;

(d) to the payment to plaintiff of the several sums hereinbefore mentioned and for which judgment is herein prayed;

(e) That the balance, if any, be paid over to the clerk of the above entitled court to be disposed of as this court might hereinafter direct.

5th: That if the proceeds of said sale be insufficient to make the above payments that plaintiff have judgment docketed by the clerk of the above entitled court for such deficiency against the defendant, A. H. Ruzer.

6th: That the defendants and each of them, and all persons claiming or to claim by, through or under them and each of them be adjudged to have no right, title, interest or lien upon said mortgaged real property sought to be foreclosed herein, or any part thereof, and that each and all of them be forever barred and foreclosed and enjoined from setting out any right, title, interest or claim in or to the same or any part thereof, excepting only the statutory right of redemption.

7th: That plaintiff be allowed to become the purchaser at said sale.

8th: That plaintiff have such other and further relief as to this court may seem meet and just in equity.

This summons is served upon you by order of Honorable Webster Holmes, Circuit Judge of Tillamook County, Oregon, which order made and dated on Jan. 10th, 1914 requires you to appear and answer the complaint filed against you herein, on or before the expiration of six weeks from the date of the first publication of this summons in the TILLAMOOK HERALD, to-wit: on or before February 24th, 1914.

Thos. H. Tongue, Jr., Attorney for Plaintiff.

No. 8574.

Report of the Condition of the First National Bank of Tillamook

at Tillamook in the State of Oregon, at the close of business, January 13, 1914.

RESOURCES.		Dollars.
Loans and Discounts	97,057.58	
Overdrafts, secured and unsecured	49.15	
U. S. Bonds to secure circulation	25,000.00	
Other Bonds to secure Postal Savings	1,015.00	
Bonds, Securities, etc.	29,320.09	
Banking House, Furniture, and Fixtures	4,439.27	
Other Real Estate owned	5,676.79	
Due from State and Private Banks and Bankers, Trust Companies, and Savings Banks	1,947.49	
Due from approved Reserve Agents	12,284.59	
Exchanges for clearing house	1,279.83	
Notes of other National Banks	165.00	
Fractional Paper Currency, Nickels, and Cents	195.50	
Lawful Money Reserve in Bank, viz:		
Specie	17,588.40	
Legal-tender Notes	155.00	17,743.40
Redemption fund with U. S. Treasurer (5 per cent of circulation)	1,250.00	
Total	196,523.75	
LIABILITIES.		Dollars.
Capital stock paid in	25,000.00	
Surplus fund	4,990.00	
Undivided Profits, less Expenses and Taxes paid	2,264.95	
National Bank Notes Outstanding	24,000.00	
Due to State and Private Banks and Bankers	2,908.23	
Individual deposits subject to check	123,845.60	
Demand certificates of deposit	2,323.69	
Time certificates of deposit	11,093.53	
Certified checks	20.00	
Postal Savings Deposits	290.68	
Reserved for Taxes	177.07	
Total	196,523.75	

State of Oregon, ss: County of Tillamook, ss:

I, W. J. Riechers, Cashier of the above-named bank, do solemnly swear that the above statement is true to the best of my knowledge and belief.

W. J. RIECHERS, Cashier

Subscribed and sworn to before me this 20th day of January, 1914.

ROLLIE W. WATSON, Notary Public.

Correct Attest:

WM. G. TAIT, B. C. LAMB, J. C. HOLDEN, Directors.

If You Can Manufacture Anything

Come to

WHEELER

To Do The Manufacturing

Free Sites and Special Inducements to those who will bring pay-rolls to - -

Wheeler

the manufacturing city on Nehalem Bay

Nehalem Harbor Co.

Wheeler, Oregon Portland Office: 327 Failing Bldg Tillamook Office: Care F. R. Beals

Restoration to Entry of Lands in National Forest.

Notice is hereby given that the lands described below, embracing 160 acres, within the Siuslaw National Forest, Oregon, will be subject to settlement and entry under the provisions of the homestead laws of the United States and the act of June 11, 1906 (34 Stat., 233), at the United States land office at Portland on February 18, 1914. Any settler who was actually and in good faith claiming any of said lands for agricultural purposes prior to January 1, 1906, and has not abandoned same, has a preference right to make a homestead entry for the lands actually occupied. Said lands were listed upon the applications of the persons mentioned below, who have a preference right subject to the prior right of any such settler, provided such settler or applicant is qualified to make homestead entry and the preference right is exercised prior to February 18, 1914, on which date the lands will be subject to settlement and entry by any qualified person. The lands are as follows: The W. 1/2 of NE 1/4, the SE 1/4 of NE 1/4, and the NW 1/4 of SE 1/4, Sec. 1, T. 4 S., R. 9 W., W. M., 150 acres, application of William R. Speece of Blaine, Oregon; List 6-945. Approved November 21, 1913, C. M. Bruce, Assistant Commissioner of the General Land Office.

Notice of Sheriff's Sale

NOTICE IS HEREBY GIVEN that by virtue of an execution and order of sale, duly issued out of the Circuit Court of the State of Oregon, for Tillamook County, on the 28th day of November 1913, on a decree of foreclosure duly made and entered in said Court, on the 25th day of November 1913, in a suit then pending, wherein Charlotte M. Coyle, Executrix of the Last Will and Testament of R. A. Stewart, deceased was plaintiff, and Chas. P. Nelson, Nannie M. Nelson, William Fletcher, Harriett R. Fletcher, W. G. Dwight and B. E. Emerick Trustee, were defendants, and wherein the plaintiff recovered a judgement against the defendants, Chas. P. Nelson, Nannie M. Nelson, William Fletcher and Harriett R. Fletcher for the sum of \$421.00, and interest thereon at the rate of seven per cent per annum, from November 25th, 1913, and for \$75.00 attorneys fees, aid for \$11.40 costs and disbursements, and to me directed, commanding me as sheriff of said County to sell the real property hereinafter described to satisfy the costs and expenses of the sale, and the said judgment.

NOW THEREFORE, I will on Saturday the 3rd day of January 1914, at the front door of the Court House in said County and State, at 10 o'clock in the forenoon of said day, sell the following described real property, at public auction, to the highest bidder, for cash in hand, to satisfy the said costs and judgement.

The East one half of the South-east one fourth of Section 22, and the North one half of the North-east one fourth of Section 27, in Township 5 South of Range 10 West of the Willamette Meridian.

Dated at Tillamook, Oregon, November 29th, 1913.

H. CRENSHAW, Sheriff of Tillamook County, Oregon.

Dr. L. E. Hewitt

OSTEOPATHIC PHYSICIAN AND SURGEON Obstetrical Specialist Both Phones Res. and Office: Whitehouse Residence, TILLAMOOK ORE.

Dr. A. D. PERKINS

RESIDENT DENTIST Office in Surgeon Bldg. All Work Guaranteed. TILLAMOOK, OREGON

DR. ELMER D. ALLEN, Dentist,

Has Located in the Commercial Bldg., Succeeding Dr. P. J. Sharp. All Work Guaranteed. Both Phones. Office Hours: 9 to 12 a. m. 1 to 4:30 p. m. Open Evenings from 7 until 8 o'clock

Dr. Jack Olson

RESIDENT DENTIST Office Hours from 9 a. m. to 5 p. m. Oddfelloes Building Both Phones.

J. E. REEDY, D. V. M.

VETERINARIAN (Both Phones) Tillamook Oregon

JOHN LELAND HENDERSON

Attorney-at-Law Abstractor Tillamook County Bank Bldg.

H. T. BOTTS

Lawyer COMPLETE SET OF ABSTRACT. Office 202-204, Tillamook Block Tillamook Ore.

T. H. GOYNE

Attorney-at-Law and Land Office Business. Opposite Courthouse

GEORGE WILLETT

Attorney at Law Office in Commercial Building

E. J. CLAUSSEN

LAWYER DEUTSCHER ADVOKAT Commercial Building

Geo. P. Winslow

ATTORNEY-AT-LAW Tillamook Block Room 202 Tillamook, Ore.

Pioneer Transfer Co.

G. L. DICK & SON, Props. Both Phones The Same Price to Everyone

TILLAMOOK UNDERTAKING

R. N. HENKLE, Mgr. Located in Building Formerly Occupied by Carl Patzlar. Funeral Director and Licensed Embalmer. Lady Assistant When Requested.

Tillamook Baker's Bread

FOR SALE AT ALL GROCERS

HARNESS

DON'T SPOIL A GOOD HORSE by keeping him in shabby old Harness. We are selling Harness made of best stock at prices that ought tempt you.

A WELL MADE HARNESS will not only improve the appearance of your horse, but contribute to his safety as well. Make a runaway be avoided if the old Harness had been discarded in time.

W. A. WILLIAMS,

Tillamook Ore.

E. N. CRUSON.

Painter and Paper Hangs Contracts Taken Estimates Furnished. All Work Guaranteed. Tillamook, Ore.

Four Foot Fir Slabs

\$3.00 Per Cord Delivered

\$2.90 in Ten Cord Lots;
\$2.80 in Twenty Cord Lots.

A. F. COATS LUMBER CO.