

The Tillamook Herald

E. E. Crombley, Editor

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SUBSCRIPTION \$1.50 A YEAR IN ADVANCE

Advertising Rates

Legal Advertisements
First insertion, per line . . . \$.10
Each subsequent insertion, line05
Homestead Notices 5.00
Timber Claims 10.00
Notices, per line05
Cards of thanks, per line05
Locals, per line, first insertion74

Each subsequent insertion, line05
Resolutions of Condolence and Lodge notices, per line05
Business & Professional cards, mo. 1.00
Display Advertisement, per inch25
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.

STATEMENT OF OWNERSHIP

C. E. Crombley, Editor, Publisher and manager. First National Bank of Tillamook, mortgage holders.

FRIDAY JUNE 16, 1914.

Tillamook has demonstrated the fact that she can do a big job well.

We would remind our visitors that this weather has not been especially demanded for the occasion. We generally have a great abundance of the same sort.

We are sure that it is with much pleasure our people are entertaining the veterans of the Civil War and allied organizations here assembled. Our efforts are but a slight manifestation of the appreciation which we have for service rendered in the years of long ago, and for services being rendered today by the G. A. R. and its kindred organizations. The veterans of the Civil War are not always appreciated for their full worth and for the service which they have rendered us. However that may be, they must remember that the great force of example which they set in motion by their sacrifices from '61 to '65 are being manifestly felt today in the army, in the navy and in our civil life. The soldiers of the Spanish American War stood their ground and behaved properly in all circumstances because the example had been set them during the years before. The press dispatches stated that the boys at Vera Cruz, fought their way through the city without flinching. This was a surprise to us. In fact, we would have been surprised had they flinched, for a better example had been set them in the days gone by. The spirit of the sixties permeated the civil life of today. Our men are standing up for the right unflinchingly. As we stated before, the old soldier may not always be appreciated, but whether he realizes it or not, the influence of his great sacrifice is being felt more and more as the years come and go, all of which must be a source of considerable satisfaction after all things are taken into consideration.

WISDOM CREDIT

Washington, D. C.—Five rules designed to govern those who borrow money are set down in the Bulletin of the United States Department of Agriculture just published. Unless the farmer who is thinking of borrowing money fully understands these rules, and is willing to be guided by them, the Government's advice to him is don't. As it is, there are probably almost as many farmers in this country who are suffering from too much as from too little credit.

Of these rules the three most important are:

1. Make sure that the purpose for which the borrowed money is to be used will produce a return greater than needed to pay the debt.

2. The length of the time the debt is to run should have a close relation to the productive life of the investment for which the money is borrowed.

3. Provision should be made in long term loans for the gradual reduction of the principal.

The first rule is of course the key to the wise use of credit. Between borrowing money to spend on one's self and borrowing money to buy equipment of some sort with which to make more money there is all the difference between folly and foresight, extravagance and thrift. If the money is borrowed for a wise purpose it will produce enough to pay back principal and interest and leave a fair margin of profit for the borrower into the bargain. If it is borrowed for a foolish purpose it will produce nothing and consequently there will be nothing with which to repay the loan. From this point of view it matters comparatively little whether the interest be high or low. It is the repayment of the principal that is the chief difficulty.

Rules a very deal with the most satisfactory ways of repayment. Underneath them both is the same principle: The money must be repaid with the money it earns itself. For example if the money issued to buy a machine that will last for ten years, the machine must earn enough in that time to pay for itself or it never will. The loan, therefore, should be entirely repaid before the ten years are up or the farmer will lose money on the transaction, paying out interest for no benefit in return. On the other hand, if too early a date is set for repayment, the machine will not have had sufficient opportunity to make the requisite money and the borrower may have difficulty in raising it elsewhere. Rule 3 provides for some form of amortization, the system by which the principal is repaid in installments so that the amount of the loan is continually diminishing and in consequence the interest charges also. Such

a system is quite feasible when the loan is really productive, when it returns to the borrower a definite revenue each year. Tables showing the payments required to pay off principal and interest in varying periods of time are appended to the bulletin and are recommended to the serious consideration of everyone who contemplates borrowing money. The bulletin also advises the farmer to secure the lowest possible interest. At first sight this seems to obvious to be worth mentioning. Of course the interest should be as small as possible. Everybody knows that—except the lender. But if the other rules are observed, if the borrower manages his financial affairs soundly, he will be surprised to find how much easier it is to obtain favorable terms. The right kind of lender does not want to foreclose mortgages; he wants his money back with a fair profit, like any other merchant. For money that is borrowed wisely, for money that is sure to be repaid, he charges low interest.

This in fact is why the government has published these rules for borrowers. It is not so much a matter of giving a shrewd bargain as it is of observing a few fundamental principles which alone can make credit a blessing and not a curse.

COMMUNICATION.

Editor Tillamook Herald:

Dear Sir—I have seen in your paper that preachers are working for prohibition. It seems to me always that the Bible teaches us one thing, and prohibition another. The Bible teaches freedom and liberty, while prohibition teaches force and tyranny. The Bible says: "Whosoever will let him come." Prohibition says: "You shall come or I will force you to do so." Nor as the Bible and prohibition are so many miles apart from each other, did I seem strange to you to see a preacher on a stand with one foot on the Bible and the other on prohibition without hurting himself? It looks that way to me. But if they really want to see mankind from dangers or troubles, why not prohibit the making and use of poisons also, as they cause a lot of damage to be done by the use of them. Also prohibit the making and use of firearms as so many people get killed through them. And why not prohibit the making and use of boats and other vessels to be used on the water as it causes so many people to get drowned. And why not also prohibit the making and sale of poisoned drugs, as so many people are poisoned for some bad reason or common suicide. Also prohibit autos, flying machines and even spaces should not be left out of the list. But last but not least, prohibit for sure the coinage and use of money, as money is said to be the root of all evil, and if the root is taken up evil is done away with for good. O ye preachers! Ye blind leaders of the blind. Don't preach any lies to us but preach the truth. Like us dead to sin, and we will sin no more.

Thanking you for the space for this I am respectfully yours,

L. Stuiyenga.

DECISION IN COUNTY CASES.

The following decision was rendered by Judge Holmes in the cases brought by the timber owners against the machinery dealers and the county:

It is conceded, as I understand, in these suits, by respective counsel, that the only question for the Court to determine, as raised by the issues in the pleadings, and that the evidence submitted, is whether or not there was what would have been a contract, if the county had not been in excess of its constitutional limitation by way of indebtedness, voluntary indebtedness, prior to the 10th day of December, 1913, made and entered into by the county on the one hand, and the defendants Machinery Company and the other defendants other than the members of the County Court, prior to the 10th day of December, 1913.

There has been no material matter here, or argument, but what the contract would have been binding had the constitutional limitation inhabited at the entering into of a contract of the kind mentioned in the pleadings. The matter as the Court views it, is governed as a matter of law, by this constitutional provision and the decisions of the Supreme Court in construing, and the law applicable to the instruments of the kind which were signed by Tillamook County through its agents the County Court, and these other defendants.

The instruments in the mind of the court, which are set out in haec verba in the amended complaint, are offers on the part of Tillamook County to purchase material and machinery therein mentioned, and the evidence shows that these written offers, characterize as orders, were transmitted to the machinery corporations, or the sellers in this instance, by the salesman. It is admitted that at the time these orders or instruments

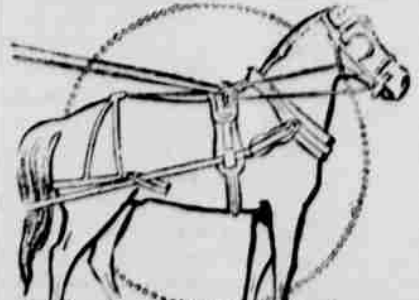
were signed by the County Court that Tillamook County had a voluntary indebtedness in excess of \$5000. Such being the case the County Court could not enter into any contract that would be binding upon Tillamook County, for the purchase of the material mentioned.

The law, as the Court understands it with reference to written offers, they do not amount to contracts and do not become binding upon either party unless accepted, and as the Court understands the law, where an order is solicited and obtained by a salesman, this order must be accepted and approved by the principal unless there is something to show the agent has authority to bind its principal at the inception, and there is no evidence upon that feature. So we will have to take the general law applicable to that situation.

And there has been argument here of considerable force by counsel for the plaintiffs to the effect that if such a construction were indulged in by the Court, it would throw down the bars to the depleting by the County Court of the funds of the county, and would amount to a perpetration of fraud upon the tax payers, and it can be seen that such could be done, but that is the fault of the Legislature, not of passing appropriate legislation to prevent an occurrence of that kind, should the county have officials at any time that would attempt to evade the intention of the constitution. But that is for the Legislature to remedy and the Court cannot legislate those matters, but must take the law as it now exists. There is no evidence here to show there was any notice given to Tillamook County that these various orders, would be signed and the goods delivered, until after the first of January, 1914, or February as I remember the evidence in 1914. The evidence goes to show, by way of stipulation that the Board of Cooper Corporation received an acknowledgment of the receipt of these orders and a statement from the seller that the orders would be filed in accordance herewith. And there is no evidence to show this acknowledgment was ever communicated to Tillamook County, nor the members of the court nor any of them, and there is evidence that no notice was ever given, by any member of the County Court of the acceptance of these various orders, until in February of March 1914. And while it is the law, as I understand it, that an acknowledgment by mail of acceptance would take effect and create a contract between the parties at the time of the mailing of it by the acceptor, that must have been made at the time the selling agent or salesman sent to any member the agent of Tillamook County, nor could he have been.

So the conclusion of the court reaches here was a written offer which was not withdrawn, which would have been, but had not been withdrawn, and was accepted at a time when Tillamook County had funds, and there isn't anything in these pleadings to show at the time of the acceptance, the County had exceeded its constitutional indebtedness, nor that it had not made any provision to make any indebtedness after the first of the last, and the evidence, I do not think these suits should be entered here of dismissal of the suits, and that defendants should recover their costs and disbursements.

All these matters, while they are important, extremely so, to both sides of this controversy, it is not contemplated here, from the statement of counsel for the plaintiffs, and the evidence, there is no contention or claim that any member of the County Court acted corruptly, as I understand, but that their conduct amounted to a fraud upon the taxpayers, and that would have been true had this offer been accepted prior to the tenth of December, it might not have been intentional fraud, but constructive fraud, and it is an important matter from the viewpoint of the tax payer or tax payers, as the case may be, to have some knowledge and notice of the financial condition of the county and the way the money is being expended and used, and for what purpose. And it is within the province of the Legislature to pass such legislation as will prevent the giving of an order even under the circumstances similar to those developed here by the evidence, but the Legislature has not seen fit to do so up to the present time, and for this Court to hold, in the opinion of this Court within the lines of argument by counsel for the plaintiff, could simply amount to judicial legislation which should not be indulged in. I have declared the law as I understand it, and that will be the decision of the Court.



HARNESS

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

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

W. A. WILLIAMS
TILLAMOOK . . . OREGON

Many new crates are being built in and around Crater Lake. The Cottage Grove cannery has an order for a carload of gooseberries.

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 Sturgeon Bldg.
All Work Guaranteed.
TILLAMOOK . . . OREGON

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

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

T. H. GOYNE
Attorney-at-Law and
Land Office Business.
OPPOSITE COURTHOUSE

J. E. REEDY, D. V. M.
VETERINARIAN
(Both Phones)
Tillamook . . . Oregon

GEORGE WILLET
Attorney at Law
Office in Commercial Building

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.

Notice to Creditors.

Notice is hereby given that the undersigned has been by the County Court of Tillamook County, Oregon, duly appointed administrator of the estate of Felix Ross, deceased. All persons having claims against said estate are hereby required to present the same, with proper vouchers, to me at the office of H. T. Botts, Attorney at Law, Tillamook, Ore., on or before the 27th day of July, 1914, at 10 o'clock a. m. of the date of publication of this notice. Dated June 16th, 1914.

S. M. PATTERSON,
Administrator of the Estate of Felix Ross, Deceased.

Notice of Final Settlement.

Notice is hereby given that the undersigned has filed in the County Court of Tillamook County, Oregon, his final account as Administrator of the estate of G. W. Sappington, deceased, and that the said Court has by an order duly made, set Wednesday July 1st, 1914, at 10 o'clock A. M. at the Court House, in Tillamook County, Oregon, as the time and place of hearing the same, and any and all objections thereto, if any there be. Now therefore, all persons interested in said estate are hereby notified and required to be present at said time and place, and to show cause if any there be, why said final account be not allowed, said Administrator discharged, and his bond exonerated.

Dated at Tillamook Oregon, this 2nd day of June, A. D. 1914.

F. L. Sappington, Administrator of the estate of G. W. Sappington, deceased.

S. S. Johnson and C. W. Talmage, Attorneys for Administrator.

Notice of Assessment

The Miami Lumber Company, a corporation, having its office and principal place of business at 830 East First Street in the city of Los Angeles, State of California, notice is hereby given, that a meeting of the board of directors of said Miami Lumber Company held on the 5th day of June, 1914, an assessment of \$1.50 per share was levied upon the issued capital stock of said corporation, payable immediately to C. C. Ganahl, secretary of said corporation at 830 East First Street, in the city of Los Angeles, State of California.

Any stock upon which this assessment shall remain unpaid on the 9th day of July, 1914, will be delinquent and advertised for sale at public auction and unless payment is made before will be sold on the 27th day of July, 1914, at 9 A. M. on said date to pay the delinquent assessment, together with costs of advertising and expense of sale.

C. C. Ganahl, Secretary.

The steel for the new court house and county jail at the Dalles is being shipped in from St. Louis, when steel plants in Oregon are idle.

E. J. CLAUSSEN
LAWYER
DEUTSCHER ADVOKAT
Commercial Building

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

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

JOHN LELAND HENDERSON
Attorney-at-Law
Abstractor
Tillamook County Bank Bldg.

Geo. P. Winslow
ATTORNEY-AT-LAW
Tillamook Block
Room 202
Tillamook . . . Oregon

TILLAMOOK UNDERTAKING CO.
R. N. HENKLE, Mgr.
Located in Building Formerly Occupied
By Carl Ostalauf.
Funeral Director and Licensed Embalmer
Lady Assistant When Requested.

E. N. CRUSON.
Painter and Paper Hanger
Contracts Taken
Estimates Furnished.
All Work Guaranteed,
Tillamook, Or.

J. F. STRANAHAN
CONTRACTOR AND BUILDER

Will take all kinds of building contracts. Architectural drawings for the same, free of charge. Will give you the possible figures on mill work and all other material. Mr. Stranahan is manufacturing agent for many kinds of material entering the construction of buildings that is on the local market. Give him a call—consultation and building free at all times. Next to Todd Hotel.

ALEX. M'NAIR &
GENERAL HARDWARE

KITCHEN RANGES and HEATING STOVES

See Us for Prices Before Ordering Elsewhere

TILLAMOOK CLAY WORKS
KREBS BROS., Props.

We have now a limited supply of brick tile ready for the market at the following prices:
BRICK, . . . \$10.00 PER THOUSAND
3-IN. DRAIN TILE, \$16.00 PER THOUSAND
4-IN. DRAIN TILE, \$20.00 PER THOUSAND

Located 6 miles south of Tillamook traveled road.
MUTUAL PHONE

Notice of Administratrix to Creditors

NOTICE IS HEREBY GIVEN, that the County Court of the State of Oregon for Tillamook County, has appointed the undersigned administratrix of the estate of Albert J. Gitchell, deceased, and any and all persons having claims against said estate are hereby required to present the same, together with the proper vouchers, to the undersigned at the office of T. H. Goyne, an attorney at law, in Tillamook City, Oregon, within six months from the

G. C. DUNN
PHYSICIAN &
Tillamook
Office Rooms Ferry
Dr. Dunns

Tiles Apartments
Furnished for rent, in suits of four modern conveniences and in the new building a most comfortable and prospective rental office.

MY PERCHON
Will make the Harris & Vidler and will go as far north as Tillamook, Ore.

RANCH FOR
14 acres near Lake Clear, good pasture, one mile to R. R. station, would take \$10,000 for part.

Eat
Viere

TILLAMOOK
AT ALL

Attorney-at-Law
Abstractor
Surveying
Both Phones
TILLAMOOK.

date of this notice. Dated May 25th, 1914.
Florence V. Gitchell, Administratrix of the Estate of Albert J. Gitchell, Deceased.
Work on the new building at Tillamook, Ore., cost the city \$200,000 and have been repaid in part by \$200,000