

BAYOCEAN SUIT FILED

Believing it to be the best interest of the property owners of Bayocean and surrounding territory and the local public we deem it advisable to make public the conditions which have brought about the result that on July 17th, 1914, a summons was served upon Axel Anderson of this place which cited:

"That the plaintiff is, and at the times herein mentioned has been the owner of all the tide lands fronting and abutting on lots two and three and 4 of section 31, in Township 11 north of range 10 west of Willamette meridian, a 1/2 lot at its own expense constructed a large sailing tank a deep water mooring facility from Sturgeon Channel in Tillamook Bay. In the dock behind after described, that the said dock is the private property of the plaintiff and is used by the plaintiff for the purpose of landing freight and passengers from and to boats at said point. That the defendant has during the month of July, 1914, continuously tied up his boats and vessel to said wharf of plaintiff so as to obstruct other boats and vessels from landing at said wharf and the carrying on of plaintiff's business transactions which the plaintiff and the owners of other boats and vessels desire to carry on, and so as to obstruct and prevent the unloading of freight which the plaintiff is having transported to its said property as said wharf, and also so as to prevent the landing of passengers thereat, and to so obstruct said passengers to and from said boats and vessels.

That the plaintiff is the owner of a large portion of what is known, and described upon the records of Tillamook County, Oregon, as Bayocean, or Bayocean Park, and that the plaintiff is engaged in the work of improving said property, paving the streets thereof, constructing buildings of various descriptions, and of having operated through a hotel for the accommodation of guests, and other buildings for leasing sale to people desiring to frequent said place, and that a large number of people have occasion to and do visit the said property of plaintiff for the purpose of carrying on business and for the purpose of pleasure.

Wherefore, plaintiff prays that the defendant acting either by himself or through his agents, servants or employees be forever enjoined and restrained from in any manner making any use whatsoever of the plaintiff's wharf herein before described, and from tying up thereon any boats or vessels of any character or description, and from interfering with the use of plaintiff's wharf aforesaid in any manner whatsoever, and from trespassing upon the plaintiff's said property."

Note the fact that the company in their complaint state their interest in the place and the fact that people do come for the purpose of business and pleasure to visit their property but that they do not mention in any way that others own an interest in said place and that others do visit other property than that owned by the company for the purpose of business and pleasure. During the month of May Mr. Anderson submitted a bid for a four year contract for conveying the mail between Bayocean and Garibaldi.

This contract had been previously held by Carl Shagren, of the launch Henrietta No. 2. Upon being apprised of the fact that Mr. Anderson had submitted a bid for this contract, Mr. Chapin, manager in charge for the T. B. Potter Realty Co. demanded him to withdraw his bid as he (H. L. Chapin) desired the contract for the Henrietta No. 2 for which boat he had guaranteed the run between Bayocean and Garibaldi.

Mr. Anderson believing he had the same right as others to submit a bid on the mail contract and considering the fact that Mr. Chapin approached the matter in a commanding manner refused to consider the request. He then informed Mr. Anderson that if he (Mr. Anderson) secured the mail contract that he would compel him to pay a dockage of \$50.00 per year at each end of the route. Getting no consideration from Mr. Anderson he went to Mr. P. D. Hance (Contractor & builder) one of Mr. Anderson's bondsmen and proceeded to inform him that it was up to him to see to it that Mr. Anderson withdrew his bid for the mail contract. To emphasize his demand he informed Mr. Hance that he would never accept a building which was then under construction, believing that Mr. Hance had the contract for same, unless he compelled Mr. Anderson by whatever means possible to withdraw his bid for the mail contract.

Mr. Hance not having the contract for the building informed him that he could do nothing for him and that Mr. Baker had the contract for the building. Mr. Chapin proceeded to make the same demand upon Mr. Baker who was in no way interested or connected with the bid for the mail contract, believing that Mr. Baker could influence or compel Mr. Anderson to withdraw his bid. His demand of course was resisted and refused.

Finding no other way, he decided to raise the price on the Garibaldi dock to \$25.00 per month.

Mr. Anderson secured the contract and proceeded on July the first to convey the mail to and from Bayocean landing at the dock claimed to be the private dock of the company at Bayocean because of the fact there was no other place to land. By being able to land at a dock other than the company's at Garibaldi Mr. Chapin notified Mr. Anderson that a charge of \$25.00 per month would also be placed on the dock at Bayocean. As there was no other dock at Bayocean Mr. Anderson was of necessity compelled to continue landing at said dock.

On or about July the 8th, Mr. Anderson landed at the Bayocean dock, at a place least likely to interfere with other boats landing with material to be used in the construction of a building thereunder way. Within an hour of the time of landing Mr. T. I. Potter informed Mr. Anderson in the presence of the builder who's material he was landing, that he must desist from tying up his boat at the Bayocean dock.

Mr. Anderson stated that he had material for the building and there was no other place to land the material. Mr. Potter's reply was that it is up to you fellows and that I have notified you not to land at this dock. There has not been an instance to our knowledge within the time stated in which Mr. Anderson or his boat have in any way interfered with the landing or the loading of freight or passengers or interfering with the business of the company. Nor does there appear to be any reason for such action other than because of the fact that Mr. Anderson secured the mail contract by competitive bid, which Mr. Chapin desired of the launch Henrietta No. 2.

As before stated it is a fact that there is no other dock other than that claimed by the company at this place and no place to construct one as the company claim title to all other space available.

If Mr. Anderson is restrained from landing, then the Company can restrain any other person from so doing, establishing a fact that only by their permission can anyone use this dock without being liable for trespass for any purpose whatsoever. There being no other means of transportation other than by water and no other dock except that claimed by the company meaning that any person that may have need for a landing here must depend upon their good will. Individuals located here in the different lines of business that help to make a place complete commercially are all liable to the same treatment as Mr. Anderson and realizing this fact have determined to make Mr. Anderson's fight their fight. This matter is of vital interest to the property owners as a place without a public way of ingress and egress but controlled by individuals, who do not hesitate to take advantage of such control for personal reasons, is necessarily handicapped in growth and increase of property values.

Mr. Chapin asserts that in protecting the Bayocean-Garibaldi boat run that he means the mail contract as well as passenger business, and would have the mail contract at any cost. Note here that he usurps the power to control the mail contracts and who shall and who shall not have such contracts.

We who have been on the ground several years, pioneers so to speak, realize that we must fight for our rights and the rights of the property owners, as we realize our future business depends to a great extent upon them, and feel fully assured that should this case be won by the company that some of us, at least would

find ourselves in a similar position to that of Mr. Anderson's.

We want the moral support of the property owners at the present time and the financial support should we find later that such support is needed. We remain in Bayocean and fight for the rights of Bayocean's citizens and property owners because we believe in the future of Bayocean.

- D. C. Baker
- P. D. Hance
- A. W. Anderson
- F. D. Mitchell

Paid Adv.

A suit has been brought by the Bayocean Co., against E. D. Mitchell for balance due on two lots which Mr. Mitchell bought from the company. Mr. Mitchell paid \$300 on one lot and about \$300 on the other, but refuses to pay more as he says until the company makes improvements according to agreement where lots are located in south part of Bayocean.

Valuable Prizes Given Away

Without one dollar cost fourteen grand awards will be given by the Tillamook Feed Co., and R. F. Zachmann to those securing the most votes in a contest for some fine pianos. R. F. Zachmann is giving absolutely free to the lady bringing him the most votes based upon the rules as given below, and Tillamook Feed Co. is doing likewise. The one receiving the 2nd largest number will entitle her to a piano for \$100; the one having the third largest number can secure a piano for \$85; 4th largest number entitles one to a piano for \$100; 5th largest number entitles one to a piano for \$115; 6th largest number entitles one to a piano for \$115; and the one having the 7th largest number entitles one to purchase a piano for \$125.

In the contest for the R. F. Zachmann piano the following candidates have been nominated:

Name	No. Votes
Eva Wheeler	4226
Noema Wagul	3915
Gladys Veatch	2810
Helen Schlappi	2640
May Holgate	2485
Hattie Walker	2749
Sallie Stevens	2500
Ruth Burge	2510
Areta Everson	2604
Nellie Conrad	2603
Lillian Great	2074
Inez Paul	2250
Pay Harris	2365
Lillian Ruger	2708
Pauline deals	4100
Helena Epplett	2301
Stella Goyne	2293
Alphilda Swenson	2985
Elsie Lamb	2084
Rose Williams	2100
Myrtle Earl	2221
Mary Lamar	2826
Alice Todd	2180
Cecil Kinnaman	2225
LaVerne Holden	409
Bemie Bays	2456
Lillian Anderson	3980
Helen Durrer	2791
Lena Peltz	2157
Irene Striverson	8000
Antonett Kuppenbender	2000
Helen Case	2649
Fay Hill	2295

The candidates for the Tillamook Feed Co. are as follows:
 Winnie Epplett,
 Mable Davis,
 Belle Bailey,
 Nettie McDonald,
 Mable Lance,
 Ruth Riggs,
 Bertie Michaud,
 Lillian Severance,
 Lydia Farmer,
 Elsie Lamb,
 Mary White,
 Stella Goyne,
 Nellie Gaylord,
 Daisy Goodspeed

Sadie Shaw
 Pearl Roland
 Helen Beals
 Annet Wynn
 Betty Kuper
 Helena Durrer
 Lilly Anderson
 Elva Aasim
 Norma Waggy
 Alice Burroughs
 Delpha Kimefeller
 Ester Paul
 Lena Trout
 Nellie Burton
 Beatris Harris
 Alma Gled
 Lattie Wade
 United Artisans

The votes for the Tillamook Feed Co. candidates will be given below:

Following are the rules of the contest:

RULE 1.—The merchants shall fix the votes as per following schedule, excepting as hereinafter may be mentioned:
 100 for \$1.00 on cash sales.
 250 for \$1.00 in merchandise paid with due bills.
 500 for \$1.00 on payments of old accounts.
 1000 for \$2.00 on due bills sold.

1000 for \$2.00 on bargains or clearance sales. And votes will be given at the above rates for all goods sold on account. In reference to issuing votes on old accounts, they may be issued for the payment of old accounts, that were incurred prior to this date. Votes will not be given on new charge accounts unless this particular account is paid within thirty days, then the votes may be issued if the merchant is willing and so orders.

RULE 2.—Votes will be issued with a time limit of one week, and will be sent in the ballot box, provided for that purpose before the expiration of the time limit. Before casting votes, make a record for your own guidance.

In order to facilitate voting you are requested to place your votes in an envelope and seal it. Please secure the address of each of the candidates and the name of the candidate to whom you wish to vote.

RULE 3.—Employing clerks and relatives of the merchant and users of same, shall not participate as candidates.

RULE 4.—Merchants shall not withhold their votes until such time as they have been properly stamped with their firm name. Customers shall receive their votes otherwise.

RULE 5.—The starting of votes in the merchant's store in front of store or in the streets is prohibited. If marked in any way with a stamp or initials, the merchant shall be liable for any damage that a horse has been tampered with.

RULE 6.—Six weeks from the opening date, candidates will no longer be entered, unless by special arrangement with the merchant.

RULE 7.—Everybody is invited to nominate candidates. All that is necessary is to send in the name of any young lady in the community. This will entitle her to 2000 nominating votes and she will be entered as a candidate.

RULE 8.—Votes are not transferable after being cast.

RULE 9.—Votes that are not properly stamped with the merchant's signature, or votes with time limit expired will not be accepted.

RULE 10.—A committee selected by the merchants in the campaign will count the votes each week. The newspaper gives 2000 votes for each dollar on new subscriptions and 1000 votes for each dollar for renewals or back subscriptions.

Contest opened July 15.

Limestone Deposit To Be Developed

(Continued from page 1)

Access now means that the product will soon be available at a reasonable price per ton.

According to the estimates of the soil experts at the Oregon state college, practically every acre of farm land west of the Cascade mountains is in need of lime treatment. The soil has been worn out through constant farming and with little or no rotation of crops. Land plaster, tried time and

again, has not been successful and the farmers have found that lime is the saviour of the soil. Hitherto it has been too expensive to use in this manner and hence the soil has gone without the necessary care. First treatment of land, it is thought, would mean the spreading on of about one ton of lime to the acre. This can be done with the machines formerly used for spreading land plaster by slightly remodeling them. At the end of two or three years another layer of lime should be spread on the land and thus by making the treatment gradual the expense is not too great and the soil is benefited by thorough treatment.

The lime discovered at South Prairie is better than that of southern Oregon and showed to be very valuable to our soil as the tests made of our soil reveals the fact that it is all more or less sour.

(Later) We have just learned that the Krebs Bros. are organizing a company for the further development of this lime deposit, farther than they are able to develop alone.

Following is from a letter of Prof. H. D. Senger, Prof. of Agronomy and Supt. of farm, Corvallis, Ore.

The practice of liming of soils for agricultural production has been fully worked out for a great many years, and it is definitely understood that the soils of Tillamook County, like those of all the counties, are very acid in reaction. This acid condition is due largely to the lack of lime, which is highly soluble and has been leached out of the soil through excessive rainfall. This acid soil condition is harmful to most common crops, and that it is particularly harmful to the leguminous crops (such as clover, vetch, alfalfa, peas) and the like is well known. This is due particularly to the deleterious effects of soil acidity on the nitrogen-fixing bacteria which have so much to do with the thrifty growth of leguminous crops and hence with the fertility of the soil. Lime is the only practical remedy for this soil condition, and the most desirable form of lime for agricultural use is the ground limestone, unburned. This is because ground limestone is not only the cheapest form of lime, but also because it is more easily applied, its effects endure longer and it does not have the injurious effects on the humus of the soil that occurs from the use of the caustic form of lime, such as hydrated and quick lime.

Ground limestone should be applied at the rate of not less than two tons per acre. Such an application should be made under your conditions every four or five years. For the freest and largest use of limestone, however, the price to the farmer must be low. At the present the farmer can buy the quick lime or the lump lime on the Portland market at \$11 per ton. This quick lime, although not quite so desirable a form for soil use, as mentioned above, has just double the acid corrective value of the ground limestone, and therefore its cost for freight and handling is approximately one half, since one ton of quick lime will go as far as two tons of ground limestone. Of course, quick lime must be slaked, but this can be done by the farmer on his land at comparatively small cost.

In other words, ground limestone for its acid corrective value is worth not more than one half what quick lime costs—that is 5.50 in Portland.

Your limestone, which I understand according to the analysis of the Bureau of Mines runs about 85 per cent calcium carbonate, is of course not high grade. A high grade limestone runs 95 per cent calcium carbonate. But this limestone is of excellent good quality to make it very valuable for agricultural use throughout your locality and even in the Willamette Valley if it can be gotten out and sent ground at a low enough cost. In the Tillamook and coast region, while applications of two tons per acre would be very beneficial, in many cases (particularly on the heavier soils) there is little doubt that double an application of that amount would be much better.

The application may be made any time in the year that the farmer can get on the land and disk the application thoroughly. This work can be done at such times in the fall or spring when other work is not pressing and teams are idle.

If I can give you any further information in this matter, let me hear from you.

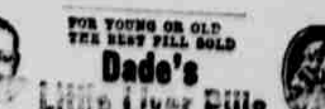
Yours very truly,
 H. D. Scudder.

Nerve of Her.
 "How is your new maid?"
 "I guess she is all right; she has the baby out at present. But she has a cork."

"How was that?"
 "She wanted to take Fido along, and she is almost wholly unknown to us."
 —Houston Post.

All in the Game.
 "Harold, you must eat all the peaches, even if you are pretending to be a monkey. You must give status some."

"But, mother, I'm pretending she's one kind of animal and not doing it out beans!"
 —Life.

FOR YOUNG OR OLD
 THE BEST PILL SOLD

Dado's Little Liver Pills

THE MITCHELL Rooms For Rent Restaurant In Connection Bayocean, Oregon

Fire Insurance

D. B. BAKER
 Real Estate

Public Service Department

Shah and Doors Builders Hardware

P. D. HANCE
 Builder

Bungalows a Specialty

JAS. P. VALMOS
 Successor to W. J. Stephens
 Cigars, Tobacco, Candies, & Etc.

Everything First Class, Best Value for the Money.

Everybody Invited.

Tilco Apartments for Rent

Furnished or unfurnished apartments, in suits of four rooms each, rent. These apartments have every modern convenience and are very nice furnished. They are centrally located in the new Masonic block and make a most comfortable and desirable home. Prospective renters consult at Hotel office.

Subscribe to The Herald It costs twice a week.

The Sunday School helps of July 1914. The undersigned will be ready to spend a dollar in the best possible way, as follows:

"If you can spend but one dollar in the month of August, you can make a contribution to the general moral progress, by a modest spend in for a year's subscription to the Union Social Weekly, Evanston, Ill. This is the national organ of W. L. G. It contains work of the very latest sound on legislation, national and state, besides numerous articles, stories, exercises, program suggestions. It is a veritable mine of information, and gives what few other papers can give. Frequent and valuable lessons from the leading journals of the liquor traffic. Women's progress is fully reported and progress reported. General moral value work, the abolition of child labor, the social evil are treated, and pending and enacted legislation along a moral line is reported from Washington. I cannot speak too highly of this remarkable and information publication. It is indispensable to the moral progress. I read it almost weekly. The subscription of \$1.00 per year, if participating in, to feel responsible for the coming of the

FEEBLE OLD PEOPLE

Are Told How to Regain Strength and Vigor.

As one grows old the waste of the system becomes more rapid than in youth, the organs act more slowly and less effectively than in youth, the circulation is poor, the blood thin and digestion weak.

Vinol, our delicious cod liver and iron tonic without oil is the blood strengthener and body-builder for old folks, for it contains the very elements needed to rebuild wasting tissues and replace weakness with strength. Vinol also fortifies the system against colds and thus prevents pneumonia.

Mrs. Mary Ivey, of Columbus, Ga., says: "If people only knew the power of Vinol does old people, I am sure they would be unable to supply the demand. I never took anything before that did me so much good as Vinol. It is the finest tonic and strength creator I ever used in my life."

If Vinol fails to build up the feeble old people, and create strength you will return your money.

P. S.—Our Sazo Salve stops itching and begins healing at once.

CHAS. I. CLOUGH CO.
 Tillamook, Ore.

They Court Death.

Steeplejacks are proverbially reckless or apparently so in their action when engaged on their dangerous work. A laborer who was attached to one of these experts used commonly to take a midday nap wherever he might happen to be situated. His mate commonly found him on the top of a steep or chimney stretched full length upon a single board, his arms dangling over its sides, fast asleep. A single lurch would have meant a fall of a couple of hundred feet, and there fore certain death, yet he treated this possibility with the utmost indifference.

—Chicago Record Herald

The Onion in Cooking.

The greatest of French cooks, being asked to give the secret of his success, answered: "The very foundation of good cooking is butter and onion." "Use them in all my sauces and gravies, use them in all my soups and stews. They have the effect of making a rooster come back for more. Butter without onion will drive the customer away after a few days. But the onion, all it melts or entirely disappears, then add the butter and call the mixture stock." —Exchange

Special Grocery Prices

Quaker Oats		Crescent Baking Powders	
Large Package.....	25c	5 Pound Can, regular price	
Small Package.....	15c	\$1.00 now.....	85c
Dried Fruits		3 Pound Can, Regular price	
Fancy Prunes.....	10c per lb.	70c, now.....	55c
Fancy Dried Peaches.....	10c per lb.	1 Pound Can, regular price	
		25c, now.....	20c

COFFEE AND TEA SPECIAL

Ruby Caracola Coffee 10 Lbs., for \$2.50; Ruby Caracola Coffee 1 lb. for 27c
 German American Coffee, Steel Cut, 1 pound 30c
 German American Coffee, Steel Cut, 3 pounds 85c

RIDGEWAYS HIGH GRADE TEAS

Orange Label 1/2 pound 35c; Orange Label 1 pound 65c
 Her Majesty's Blend 1/4 pound 25c; Her Majesty's Blend 1/2 pound 50c
 Her Majesty's Blend, 1 pound \$1.00; Capital Household, 1/2 pound 25c.

RALPH C. BACON.
 Mgr. Grocery Dept.

Ray & Company