

The C♠DPHS is an association of individuals dedicated to the preservation of the history of our community. To the preservation of the region's oral history, literary history, social history, graphic and pictorial history, and our history as represented by the region's artifacts and structures. To the preservation of this history for future generations. To the art of making this common heritage accessible to the public. And to the act of collaborating with other individuals and organizations sharing similar goals.

The Clayton ♦ Deer Park Historical Society's

Letters, Email, Bouquets & Brickbats

— or —

*Bits of Chatter, Trivia, and Notices
— all strung together.*

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In Search of Sebastian Bacher:

— *Another Pioneer Almost Lost to History* —

*Plus material about: Alois Reiter, Hillrich Reemts, Solomon Herrmann,
Sophie Toelke, Conrad Herrmann, and Julius Herrmann.*

— *by Wally Lee Parker* —

In a report submitted at the historical society's April 13th, 2025 meeting, Mike Reiter told the group that in the spring of 2024 he had become aware of an article from a 1990s supplement to the *Deer Park Tribune* that suggested a line of research that significantly touched on his family's history in the Deer Park area. As Mike explained, the *Tribune* article said that his great uncle, Herb Reiter, had related a story Herb's father, Alois Reiter, had told him regarding a man named Sebastian Bacher — Bacher being the spelling of the last name as used in the article. Mr. Bacher was believed to have immigrated from Austria, as had Alois Reiter. In his report to the society, Mike noted that Alois and Sebastian had "homesteaded adjacent properties north of Deer Park."

A portion of the story Herbert related involved Mr. Bacher's death. The article stated that railroad tracks passed close to Mr. Bacher's land, and, as passing trains slowed for a curve, he'd hop on and ride into Deer Park. Coming home, he'd do the same. As Herb noted, that routine went well until "he fell under the train and was killed." As Herb recalled, "He was the first person to be buried at the Kelly Cemetery in Deer Park," said cemetery becoming part of the Catholic Church's cemetery after that church's

Photo by Mike Reiter.

Sebastian Bacher's Tombstone.

*In the Holy Redeemer Cemetery at
Deer Park's Saint Mary's Presentation
Catholic Church.*



establishment — that in 1912.

One of the problems with oral histories that have been passed down through several generations is that they often collect errors during the various cycles of recall. That's one of the reasons researchers tend to place more weight on written accounts such as newspaper articles, personal or business letters, journals, and other types of materials dated close to — or nearly so — the events being described.

On March 22nd, 2024, I received the following email from Mike, with a portion of the above noted 1990s *Tribune* article attached. *"In this article my grandpa Louie's younger brother, Herb, says his dad, Alois, came out and bought 160 acres in Wild Rose from the railroad. He did buy 160 acres, but it wasn't on Wild Rose Prairie. It was the property north of Deer Park on Short Road and Enoch. I have never heard of Sebastian Batcher. I wonder if there is an article in the Spokane papers. The Tribune article says Batcher was the first person buried in the Kelly Cemetery. It would be interesting to find a headstone and get a date."*

The next day I sent the following to Mike. *"I did a worldwide search on Newspapers.com for the name Sebastian Batcher — worldwide after trying Washington, Oregon, and Idaho individually — and only got one hit. The one hit was the name "Sebastian" in a newspaper printed in Hawaii. In that response Newspapers.com also highlighted the word "butcher" in a nearby paragraph — apparently thinking the two were close enough in both spelling and on-page proximity to qualify. I tried searching for the name Sebastian alone, and just in Washington State, and got over 66,000 hits. I tried coupling the name "Sebastian Batcher" within quotation marks first with "Deer Park" and then with "Wild Rose" likewise coupled, all without response. We're probably working with the wrong name. After all, at this time railroad incidents resulting in catastrophic dismemberment usually drew widespread newspaper coverage, lurid gossip being just the prescription for increasing circulation."*

To that Mike replied, *"I'll have to wander around the cemetery and see if there's a gravestone. If he was in fact the first one buried there, the marker might have been a wooden cross. I need to talk to Dennis Koesel; he volun-*

teers at the church all the time."

On April 10th, 2024, Mike sent the following. *"I found Sebastian Bacher's headstone in Kelly's Cemetery. There's no birth or death date."*

The headstone clarified the spelling of Sebastian's last name as Bacher — without a "T" — and with that confirmation the chase was on.

One area of concern was a certain passage in the *Tribune* article indicating Bacher had taken *"a homestead next to,"* Alois Reiter, and that Bacher's land *"was next to the railroad tracks, as were most of the homesteaders in the area."* As Mike noted in a later email, *"If we can figure out where his 160 acres is, maybe we could assume if it was the lumber train or the main line"* that Sebastian was hitching to and from Deer Park — the main line meaning the Spokane Falls & Northern Railroad and the lumber train being the Deer Park sawmill's short line, the Deer Park Central.

That and a number of other questions lingered on until early in 2025, at which point the society's webmaster, Damon Smathers, forwarded a document from the U. S. Department of the Interior that had been drawn from the archives of the Bureau of Land Management. Said document indicated that on June 8th, 1895, Sabastian [sic] Bacher had filed a Land Patent for the Willamette Meridian, Township 29 North — Range 43 east, Section 20, Southwest ¼. Also on the same document was Mike Reiter's great-grandfather, Alois Reiter, with a file dated July 8th, 1895, for the property at Willamette Meridian, Township 29 North, Range 43 East, Section 20, Northwest ¼.

A search of Washinton State's digital archives drew up the documents reproduced on page 171, in which first Sebastian and then Alois, previously citizens of Austria, stated their intent as of November 27th, 1889, to become United States citizens. The digital archive also drew up certificates of naturalization for both men, those, dated November 7th, 1892, confirming citizenship for both Sebastain and Alois — those documents printed on page 172.

Regarding the older of these documents — the intent to become citizens — the first five preprinted lines read, *"United States of America, Territory of Washington, County of Spokane. In*

Further Reading.

"The First Deer Park Cemetery," by Peter Coffin.

Mortarboard #18, October 2009 — page 232 — Collected Newsletters, Volume 5.

https://cdphs.org/uploads/3/4/2/0/34204235/newsletter_18_downsizinginglepageweb.pdf

On November 27th, 1889, Sebastian Bacher and Alois Reiter each signed one of these documents indicating their intent to become United States citizens.

United States of America.

TERRITORY OF WASHINGTON, } ss.
COUNTY OF SPOKANE.

In the District Court of the Territory of Washington, and for the Fourth Judicial District thereof, holding
Terms for the Counties of Spokane, Lincoln and Douglas in said Territory.

I, Sebastian Bacher native of
Austria

do declare on oath, that it is bona fide my intention to become a citizen of the UNITED
STATES OF AMERICA, and to renounce all allegiance and fidelity to all and any
foreign Prince, Potentate, State or Sovereignty whatever, and particularly to the

Emperor of Austria and
the constitution of the state of Washington
that I will support the Constitution of the United States of America, so help me God.

John H. Fodd Sebastian Bacher
witness mark

Subscribed and sworn to before me at my office this 27th
day of November A. D. 1889

J. M. Armstrong Clerk.
By A. L. Johnston Deputy.

United States of America.

TERRITORY OF WASHINGTON, } ss.
COUNTY OF SPOKANE.

In the District Court of the Territory of Washington, and for the Fourth Judicial District thereof, holding
Terms for the Counties of Spokane, Lincoln and Douglas in said Territory.

I, Alois Reiter native of
Austria

do declare on oath, that it is bona fide my intention to become a citizen of the UNITED
STATES OF AMERICA, and to renounce all allegiance and fidelity to all and any
foreign Prince, Potentate, State or Sovereignty whatever, and particularly to the

Emperor of Austria and
the constitution of the state of Washington
that I will support the Constitution of the United States of America, so help me God.

Alois Reiter

Subscribed and sworn to before me at my office this 27th
day of November A. D. 1889

J. M. Armstrong Clerk.
By A. L. Johnston Deputy.

CERTIFICATE OF NATURALIZATION.

UNITED STATES OF AMERICA.

THE STATE OF WASHINGTON, }
COUNTY OF SPOKANE. SS.

Be it remembered, that in the Superior Court for Spokane County, State of Washington, held at Spokane Falls, Spokane County, in said State, Hon. R. B. Blake sole Judge presiding, among other, the following proceedings were had, to wit:

In the matter of the application of

Sebastian Bacher

a native of Austria to become a citizen of the United States.

ORDER.

On this 7th day of November A. D. 1892, the said Sebastian Bacher appeared in open Court with his witnesses, S. Zeiner and J. Hunkleman and made application to become a citizen of the United States. And the Court being fully satisfied from the evidence of said witnesses, as well as other evidence produced in Court, the said applicant hath fully complied with the laws of the United States relative thereto. That he hath resided in this State for one year last past, and in the United States at least five years, that during said time he hath behaved as a man of good moral character, is attached to the principles of the Constitution of the United States and is well disposed to the good order and happiness of the same, and having in open Court taken the oath as required by law, therefore, it is ordered and adjudged by the Court that he, the said Sebastian Bacher be and is hereby admitted to be a citizen of the United States.

R. B. Blake Judge.

CERTIFICATE OF NATURALIZATION.

UNITED STATES OF AMERICA.

THE STATE OF WASHINGTON, }
COUNTY OF SPOKANE. SS.

Be it remembered, that in the Superior Court for Spokane County, State of Washington, held at Spokane Falls, Spokane County, in said State, Hon. R. B. Blake sole Judge presiding, among other, the following proceedings were had, to wit:

In the matter of the application of

Alois Reiter

a native of Austria to become a citizen of the United States.

ORDER.

On this 7th day of November A. D. 1892, the said Alois Reiter appeared in open Court with his witnesses, Julius Hunkleman and S. Bacher and made application to become a citizen of the United States. And the Court being fully satisfied from the evidence of said witnesses, as well as other evidence produced in Court, the said applicant hath fully complied with the laws of the United States relative thereto. That he hath resided in this State for one year last past, and in the United States at least five years, that during said time he hath behaved as a man of good moral character, is attached to the principles of the Constitution of the United States and is well disposed to the good order and happiness of the same, and having in open Court taken the oath as required by law, therefore, it is ordered and adjudged by the Court that he, the said Alois Reiter be and is hereby admitted to be a citizen of the United States.

R. B. Blake Judge.

On November 7th, 1892, both Sebastian Bacher and Alois Reiter became citizens of the United States, as confirmed by these documents.

the District Court of the Territory of Washington and for the Fourth Judicial District thereof, holding terms for the counties of Spokane, Lincoln and Douglas in said territory.” The lines “*Territory of Washington, County of Spokane*” are gathered in front of an ending bracket, “}” and the letters “ss.” In this case the “ss” stands for the Latin word “*scilicet*,” which means in the nature of “*to wit*,” “*namely*,” or “*in particular*.” As best I can interpret, the symbol appears to be a formality suggesting the venue or authority underwriting the validity of the document.

What needs to be considered is that 16 days prior — on the 11th day of November 1889 — the “*Territory of Washington*” ceased to exist, and the State of Washington took its place. That may be the reason a line was handwritten on both Sebastian and Alois’ certificates, amending the line reading “*I will support the Constitution of the United States of America, so help me god*,” by the addition of the following phrase, “*and the Constitution of the State of Washington*.”

On April 11th, 2025, Mike sent a quick email saying, “*The ‘Find a Grave’ website says Sebastian Bacher died on October 17, 1898. Are there any newspaper articles on his train accident.*” The website gave the year of Sebastians’ birth — 1861. No day or month.

That death date was confirmed by a report in the Washington State Digital Archives. With that in hand, I renewed my newspaper search for details of Mr. Bacher’s accident, but still nothing. As I suggested to Mike, railroad accidents, especially those involving a significant degree of physical trauma, usually found their way into the era’s newspapers. Surely there was something. I began experimenting with different search words. And it seems that using the last name alone, combined with the month and year of death, was the key.

The headline in the October 18th, 1898, issue of the *Spokesman-Review* clarified what the problem had been in finding articles describing Sebastian’s demise. It headlined, “*Between Two Cars: Sylvester Bacher Killed Yesterday at Deer Park.*” And then, “*Sylvester Bacher was killed in a railroad accident at Deer Park yesterday, Coroner Kimball and Sheriff Dempsey expected to go today to hold an inquest over the remains. From the Spokesman-Review correspondent at Deer Park the following additional particulars of the fatality were learned last evening.*”

“*Mr. Bacher had been visiting Deer Park and had climbed onto a gondola car on the rear of a freight train, intending to ride about four miles down the track to his home. Another*

train on the same track backed into the car on which Bacher was sitting. His legs were caught between the cars and almost cut off, and his body was also fearfully crushed. He died a few minutes after the accident. None of the cars left the track, nor was anyone else injured.

“*Mr. Macher [sic] was a bachelor and about 30 years of age. He was one of the pioneer settlers near Deer Park where he had many friends. He was financially well fixed.*

“*The accident caused no delay on the S.F.&N.*”

According to the above, the incident occurred on tracks belonging to the Spokane Falls & Northern Railway. Prior to confirming the date of the accident, there was some consideration of the fact that at some point there was another railway passing near Sebastian Bacher’s original homestead — that being the Standard Lumber Company’s short-line — occasionally referred to as the Deer Park Central Railway.

Unsure of when the short-line was built, the following was retrieved from the *Deer Park Union*’s March 28th, 1913, issue. “*A crew of about twenty men were put to work by the Standard Lumber Co. making ties for the new logging railroad which this firm is going to build this spring. The work of building this road will be pushed with all possible speed, as it has become an absolute necessity for the continued operation of the mill. The railroad will be built standard gauge and cost in the neighborhood of \$35,000. It will run from the mill north to the white pine forest. ... Logs will then be available at all seasons of the years and the mill operated continuously, meaning a steady payroll and steady work to a large force.*”

The above dated material assured us that the Deer Park Central Railway, yet to be constructed, wasn’t the instrument of Sebastian’s death.

Returning to the prior century, this appeared in the November 19th, 1898, issue of the *Spokesman-Review*. “*Coroner Kimball and Sheriff Dempsey returned yesterday from Deer Park, where they held an inquest over the remains of Sylvester Bacher, who was killed in a railroad accident there Monday. The coroner’s jury found that the deceased lost his life through his own carelessness.*

“*The funeral took place at Deer Park yesterday afternoon and was under the auspices of the Maccabees, of which order Mr. Bacher was a member.*”

As regards the above noted Maccabees, a quick reference suggests the historic Maccabees were a group fomenting revolt against for-

eign influences corrupting Jewish cultural and political processes in the several centuries prior to the Christian era. The Maccabees mentioned in the above *Spokesman-Review* article appear to have been unrelated to the ancient Maccabees of the Holy Land in any real sense. Rather the modern iteration was a fraternal insurance and social benefits association organized in Michigan in the early 1880s under the title “*Knights of the Maccabees*.” It was among a number of fraternal organizations formed during that era as a means of providing a form of low-cost insurance benefits long before the advent of America’s Social Security system. The “*auspices of the Maccabees*” reference is likely alluding to the fraternity’s death and funeral benefits.

The *Spokesman-Review*’s article from October 18th had suggested that Mr. Batcher was “*financially well fixed*” at his time of death. As to what the term “*well fixed*” actually meant, it may be possible to draw some insights from the following arguments.

We found this blip in the December 19th, 1900, issue of the *Spokane Chronicle*. “*In the matter of the estate of Sebastian Bacher, the final account of the administrator, Solomon Herrmann, was fixed with the county clerk this afternoon showing money received to be \$9,371.06, and cash paid out \$8,728.06.*”

Something to note regarding the above designated administrator Solomon Herrmann, an article under the title “*Deer Park’s 1894 Murder Mystery*” was published in the November 2016 issue of the *Mortarboard*, our society’s former newsletter. Said story contained the following line. “*At some point we may be able to identify both the above noted ‘old man Hermann,’ and the location of the ‘old German’s’ place.*” Eight years and eight months later, with the understanding that several alternative spellings of Solomon’s surname were found in the region’s vintage newspapers, it appears we have identified both the old German as well as the old German’s place.

It’s clear that the principal characters in this story were well acquainted. One piece of evidence is an “*intention to make final proof*” published in the February 5th, 1896, issue of the *Spokane Chronicle* in which Hillrich H. Reemts is making claim to the south ½ of the northeast ¼

and lots 1 and 2, sect. 4 township 28, north of Range 42, E.W.M. In such “*He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz: Salomon Herrmann, Conrad Herrmann, Sebastian Bacher and Alois Reiter, all of Deer Park.*”

Regarding the above Mr. Reemts, he immigrated from Germany and was naturalized on the 30th of December 1895. The two individuals witnessing the naturalization process, Conrad Herrmann and Alois Reiter.

H. H. Reemts’ obituary appeared in the October 3rd, 1929, issue of the *Deer Park Union*. To quote, “*Hillrich H. Reemts, a familiar figure in Deer Park almost since the beginnings, died on Sunday evening at the home of Mr. and Mrs. Charles Renshaw, where he had been brought from his farm during the day. He was 83 years of age and had been in poor health for some time. On Sunday it became apparent that the end was approaching, and Mrs. Renshaw had him removed to her home, where better care could be given. Death came during the evening. Funeral services were held from the Lambert Mortuary, and interment was made in the Woodland Cemetery.*

“*The deceased was a native of Friesland, Germany, and came to this part of Washington 40 years ago. Prior to that time, he followed the sea for years and was captain of a sailing vessel. He never married, and his surviving relatives are sisters living in the old home in Germany. He was raised in the Lutheran faith as a boy, and after coming to this district was widely known among his friends for his sterling honesty and kindly spirit. He will be missed by many who regret to learn of this death.*”

The above noted Conrad Herrmann was Solomon’s elder son. Solomon’s younger son, Julius, is the one Solomon supposedly murdered as was related in the above-mentioned *Mortarboard* article “*Deer Park’s 1894 Murder Mystery.*”

From what information we have, the people being discussed here were of either German or Austrian extraction. Therefore, it would be reasonably safe to assume they all could speak and understand variants of what was referred to as High German — that a dialect then on its way to becoming the root of modern stand-

Further Reading — Township & Section Locator:

Washington Public Land Survey.

This is a Washington State Department of Natural Resources page that contains an interactive map of Washington State in which a grid showing townships and sections overlay the map.

<https://www.arcgis.com/apps/mapviewer/index.html?>

ardized German. One might expect a common homeland language would be a strong bonding element among the newly immigrated.

The August 11th, 1892, *Spokesman-Review* carried notice of an intention of proof being filed by Solomon Herrmann for the southeast ¼ of section 4, township 28, range 42 E.W.M. The aforementioned Hillrich Reemts was making claim to land in the northeast ¼ of the same section. To place that section as it relates to Deer Park, Deer Park's Crawford Street extends westward across Main Street, until it reaches the new roundabout on Highway 395. The road that continues west from that point carries the classic designation Monroe Road — or at least it does for another roughly 1,400 feet at which point Monroe turns to the southwest. The road continuing due east from that intersection is, suspiciously enough, relabeled Herman Road. Herman Road continues west until it terminates after adjoining the north/south running Spotted Road. Spotted Road marks the west side of Township 28's Section 4. The top/northern edge of Section 4, a half mile north of Herman Road, is Dahl Road. And the border a half mile to the south is Bittrich/Antler Road. Which means Herman Road splits Section 4 right down the middle. As for the east side of the section, that begins approximately 1.5 miles west of Deer Park's intersection of Main and Crawford, but there is no north/south road marking that edge.

From this point forward, the spelling of Mr. Herrmann's last name will in most instances match that of the source material.

As for C. Solomon Hermann, we've no idea what the "C." stands for — in our research it first appeared on his "Find a Grave" data — along with a birthdate of February 28th, 1840, and a death date of June 22nd, 1902. Mr. Herrmann's stone is at Deer Park's Saint Mary Catholic Cemetery.

The following notice was in the next day's *Spokesman-Review*. "*Solomon Herman, aged 70 years, died yesterday at the residence of his son near Deer Park. Death was caused by consumption. Mr. Herman came to Deer Park from Cheyenne, Wyoming several years ago.*"

Regarding the above diagnosis, according to Dr. Edward Playter's 1895 book "*Consumption: Its Nature, Causes and Prevention*," he defines "consumption" this way. "*The disease is more accurately termed pulmonary consumption — consumption of the lungs. ... Furthermore, from the peculiar tuber-like or knob-like masses — tubercles — of disease-substance or tissue, which form in the lungs in this disease and which are special characteris-*

tics of it, it is yet more accurately and technically termed tubercular pulmonary consumption." Which is to say, tuberculosis.

It's probable that the word consumption was suggested by the "wasting away" common to the course of this disease.

On July 12th, 1902, under the headline "*Threw a Will Out of Court*," the following appeared in the *Spokane Chronicle*. "*Judge Prather threw out of court one will of Solomon Herrmann yesterday and allowed the other will to be probated. This is ordered done because the man when he signed this last will is believed to have been insane, and for this reason the court has decided that it will distribute the estate of Mr. Herrmann according to the former will.*"

"*Yesterday Dr. D. C. Newman was placed upon the stand to testify that in his opinion Mr. Herrmann, who owns a ranch near Deer Park, was weak minded at the time he signed the last will, which was executed just a few days before his death. Mr. Semple was one of the witnesses to this document.*"

"*Although the whole of the property involved is only a few hundred dollars, yet the last will gives nearly all of this to one son, who has not been with the father for years, and to a daughter who is not residing in this country, and almost entirely cuts off the son who has been helping his father during the last illness. The son who is here, however started to probate the last will, which cut him off from nearly the whole estate, but as the physician thought that Mr. Herrmann was not rational at the time of his making this will he concluded to ask the court to throw this out and allow the former will to be probated.*"

The November 21st, 1905, issue of the *Spokane Chronicle* announced that "*Conrad Herman and Sophie Thaelke, both of Deer Park, were married this morning by justice Hinkle in the latter's chambers at the city hall. Mr. Herman is a rancher, living near Deer Park. The couple will make their home at the ranch.*"

As for Conrad's younger brother, this appeared in the November 4th, 1906, *Spokesman-Review* under the dateline "*Deer Park, Wash., Nov. 3 — Julius Hermann, a former resident of this place, died at Elgin, Oregon of typhoid fever, aged 27 years. His remains were brought here today and interred by Deer Park Lodge No. 134, F. & A. M (Free and Accepted Masons), in the Deer Park Cemetery. His brother, Conrad Hermann of Colville, and Mr. and Mrs. Morrison and other friends from Spokane were present.*"

And then the Deer Park Union's April

27th, 1917, edition printed the following regarding Conrad. *“Conrad Herrman, one of our best-known ranchers, living two miles west of Deer Park, shot himself with a shot gun early Monday morning while still in bed.*

“No motive is known for this rash act, except continued ill health. For some time past he has had deep brooding spells and had refused medical attention. The news of this act created a shock among his many friends, as he bore an exceptionally good reputation for honesty and square dealing with everyone he came in contact with. He was born in Chicago in 1868, and came to Deer Park from Cheyenne, Wyoming about 32 years ago. He owned a splendid ranch two miles west of the city which he had, by hard work, brought up to a high state of improvement. The county coroner, M. B. Grieve, was notified, but he decided that no inquest was necessary, and arrangements were made to hold the funeral Thursday, in order to give relatives who lived at a distance a chance to get here. He is survived by his widow.

“The funeral services were held Thursday afternoon at 2 o’clock from the Congregational Church, Rev. Worthington officiating, and at the grave in Kelly’s Cemetery the Knights of Pythias burial services were conducted by the lodge chaplain, Rev. C. S. Treadwell, assisted by the lodge.

“Mr. Herrman’s sister, Mrs. McDonald of Cheyenne, and Mrs. Herrman’s sister, Mrs. Schneider of Revelstoke, B. C. came to attend the funeral.”

As currently known, the final trace of the Herrmann family in Deer Park appeared in the Deer Park Union’s December 16th, 1926, edition with Sophie (Thoelke) Herrmann’s death notice. *“Word was received here this afternoon that Mrs. C. Hermann, owner of the well-known Herrmann ranch just west of town, had died in a Spokane hospital where she went on Monday to submit to an operation. But few of her friends here knew that she had gone to the city for that purpose. The body was brought here today by O. A. Stone to be prepared for burial. The news comes as a sad surprise to the large circle of friends who have known her since she came here as the bride of Conrad Hermann more than 20 years ago. Her husband died several years ago, and she has been caring for the farm since that time. Her sister, Mrs. Snyder, was at her bedside at the time of her death. It is not yet known what funeral arrangements will be made.”*

With all the above, several more of the previously silent stones in our local cemeteries have something to say about the lives once lived by the ones mentioned on said stones.

Confirming the Date of the Deer Park Union’s First Issue.

— Plus —

Pursuing Several of the Names Found Within Said.

by Wally Lee Parker

... the Deer Park Union’s first ever edition ...

Other than being in early June of 1906, there was some uncertainty as to the exact date of the Deer Park Union’s first copy. The following from the Union’s May 16th, 1929, edition appears to settle the matter.

“Henry Walter brought into this office on Monday a copy of the first edition of the Deer Park Union, bearing the date June 7, 1906. The

name of F. T. Sheppard appears at the editorial masthead, the paper being a four page issue with two pages of handset home news and two pages of plate. The advertising columns are full of strange names to present day readers, but few names appearing of people in business now. At that time P. J. Kelly, the Olson Mercantile Company, and J. A. Peters were in the general mercantile business, besides which there were two drug stores, two saloons, a meat market, harness

shop, two blacksmith shops, a hotel, restaurant, a grocery store, and the Standard Lumber Company. This was in the days before the Olson Hotel block was built. Moore's Hotel with Mrs. E. B. Poore running the business, was the home of travelers. Among the news items is the announcement of plans for a union high school district to be organized, the organization of a Methodist Sunday School, and detailed plans for a big Fourth of July celebration."

... Andrew Jackson Peters ...

Among the things to consider in the 1929 article, one would be the name J. A. Peters. While there was a J. A. Peters associated with the history of Deer Park, he doesn't appear to have been a major player. But when you have a father with the initials A. J. Peters and a son with the initials J. A. Peters, some confusion will likely be in the offing. And it's always possible that the original *Union* article had it right, and the 1929 article was the one containing the error.

So, what justifies examining the possibility of an error?

Under the headline "*Andrew Jackson Peters Passes Away*," there's A. J.'s obituary as copied from the June 14th, 1918, *Deer Park Union*. To quote, "*A. J. Peters, long-time resident of Deer Park, died at an early hour Tuesday morning at Sacred Heart Hospital, Spokane, after a long illness.*"

"*Mr. Peters was a pioneer resident of this city, having lived here for the past 17 years, and has always been active in business and lodge circles, and for the past five years or more has been postmaster, having come in with the present administration. He has been a member of the L.O.O.F. for nearly 50 years. Besides a host of friends, he leaves six children, Mrs. C. W. Orris, Rich Hill, Missouri; Mrs. Clara M. Griffith, Washington, D. C.; Mrs. F. H. Spurgeon, Hillyard; John A. Peters, Spokane; Ortho A. Peters, Spokane; and George W. Peters, Deer Park.*"

The article noted that Andrew was laid to rest "*in the family lot*," at Spokane's Greenwood Cemetery.

It then continued, "*Mr. Peters was born in Monroe, Pennsylvania in 1845. Fifty-three years ago, he was married to Miss Eliza A. Whitney at Marietta, Ohio. Shortly after they removed to Kansas, where Mr. Peters engaged in business for several years, later moving to Missouri and from there came to Deer Park about 17 years ago.*"

"*Mr. Peters was the first mayor of Deer*

Park and later served as an alderman. He was a stockholder in the Spokane & Eastern Trust, in the W. W. P. Co., and owned considerable Alberta and Spokane County lands."

As its final paragraph the article noted, "*Besides the immediate relatives, Mr. Peters leaves a host of friends who will sincerely mourn his passing away.*"

As for Andrew's son, John A. Peters, his obituary appeared in the November 14th, 1939, *Spokesman-Review*. Below the dateline "*Deer Park, Wash., Nov. 13*," it points out that he had "*for over 40 years*" been "*a railway agent and telegraph operator at points on the Pacific Coast*," and that he had just passed away in California "*after a long illness*." The obituary went on to note that "*For several years he was cashier for the White Pass and Yukon Railway in Alaska. In 1904 he returned to the States and held railway positions at Curlew and Spokane and at several stations in California.*" None of this suggests that he ever played a significant role in Deer Park's "*general mercantile business*," as did his father.

Since Andrew Peters' other two sons, Otho and George, did live in Deer Park for an extended period — George the town's first dentist for a time — it would seem a bit more research into this family might prove worthwhile.

... Elmer Brooks Poore ...

And there was something else in the 1929 *Union* article that drew forth curiosity. To quote, "*This was in the days before the Olson Hotel block was built. Moore's Hotel, with Mrs. E. B. Poore running the business, was the home of travelers.*" An online search for "*Moore's Hotel*" in relation to Deer Park drew nothing. What we did find made us suspicious that there may have been a typo — that the mentioned hotel was actually "*Poore's Hotel*." But then that also drew up nothing. All that said, a statement stumbled over in later research suggests both the above may be in error, with Deer Park's Commercial Hotel the business Mrs. E. B. Poore was "*running*."

Anyway, the first mention so far located in the regional newspapers of one Elmer Brooks Poore was the March 31st, 1899, issue of the *Spokesman-Review* where a synopsis of the March 30th meeting of the Spokane County Commissioners recorded that "*The resignation of E. B. Poore, constable of Latah precinct, was presented and accepted.*"

We did find a prior mention of what was clearly our Elmer Poore in a book published in

1890 under the title *"The Poor-Poore Family Gathering at Haverhill, Mass., Sept. 14, 1887."* Regarding Elmer the book says, *"Elmer B., who married Jan. 6, 1886, Anna, daughter of James and Hannah (Null) Keith, born Feb. 23, 1864. He resides in Latah, Washington. Children: 1. Mahlon Loyd, born Feb 14, 1888. 2. Elbert, (possibly known to us as James Lafe Poore) born Mar. 15, 1889."*

Material a few paragraphs above in the *"Family Gathering"* book suggested it was Elmer's older brother Mahlon W. Poore who arrived in the Washington Territory first — that as of 1885 or earlier. In that paragraph it was recorded that brother Mahlon's second child, *"Icy Lee,"* was born at Latah on November 15th, 1885. That suggesting Mahlon was here first, and likely the reason Elmer came late.

The next relevant mention of Elmer Poore is his obituary as found in the *Spokesman-Review's* August 4th 1905 edition under the dateline *"Deer Park, Wash., Aug. 3 — Elmer B. Poore, familiarly known among his friends as 'Frank,' died at this place this morning after an illness lasting about one year, for three months of which he was confined to his bed."*

"For several years he lived in the vicinity of Latah and was quite prominent among Odd Fellow circles at that place. About two years ago he moved here (from Latah), and when Deer Park Lodge No. 134, F.&A.M. was organized, he applied for and was elected to membership. On the 1st of April, 1904, over 100 Masons came up from Spokane and assisted in conferring upon him the Master Mason's degree. He thought a great deal of the principles of both the orders of which he belonged, and as death approached sent out for all the members that could be reached and bade each one an affectionate farewell."

"His remains were taken to Spokane this afternoon, and on Saturday morning will be taken to Latah where the funeral will be conducted that afternoon according to his request under the ceremonies of the Masons and Odd Fellows' lodges. Several expect to attend from Deer Park. He leaves a wife and one son. Another son died at Latah several years ago."

... Anna (Keith) Poore ...

Regarding Elmer Poore's wife, Anna, she seems to have continued participating in Deer Park's social and business life after Elmer's death. Besides managing Deer Park's Commercial Hotel, she was deeply involved in the establishment of a chapter of the Order of the Eastern

Star at Deer Park. And then a snippet in the September 26, 1908, issue of the *Spokesman-Review* reported that *"The Olsen Mercantile Company has moved to its new three-story brick building and is doing a good business. The second story will be used as a hotel or rooming house. Mrs. Anna Poore is negotiating for that part of the building."* We've yet to locate any data on the results of said negotiations.

Anna's name does appear in the 1910 census. She's living in Deer Park, and her occupation is listed as *"boarders,"* and the place of said occupation *"home."*

Under the dateline *"Deer Park, Wash., Feb. 24,"* an issue of 1912's *Spokesman-Review* reported, *"The ladies of the Eastern Star had a surprise Friday afternoon on their past worthy matron, Mrs. Anna Poore. The occasion was her birthday anniversary, and she was remembered with an appropriate gift from her friends."* With a birth date of February 23rd, 1864, she would have turned 48 the day of the party.

And then in August of 1912 the *Review* carried this note beneath the dateline, *"Deer Park, Wash., Aug 3."* *"Mrs. Anna Poore left Friday to make her future home in Spokane."*

In late January of 1915 the *Spokesman-Review* datelined *"Latah, Wash., Jan. 26, — William Leathart and Mrs. Anna Poore were married in Spokane. Both were former residents of this locality, but will live in Redlands, Alta."*

Today Redland is a small, unincorporated community about 45 miles east by northeast of Calgary in Alberta, Canada.

And then this was printed in the April 13th, 1917, issue of the *Deer Park Union*. *"Mrs. William Leathard [sic] (formerly Mrs. Anna Poore) died very suddenly at her home in Redland, B. C. last week, and her body was brought to Spokane, Tuesday, to be reshipped to Latah, Wash., where she will be buried in the family lot."*

"'Aunty Poore' as she was familiarly called by her friends, formerly conducted the Commercial Hotel here, and made a host of friends who will be greatly shocked to hear of her sudden demise."

On the 3rd of May 1917, an article appeared in the *Times-Republican*, a newspaper then published in the small town of Bedford, Taylor County, Iowa, regarding the passing of Mrs. Annie Leathart in Redland, Canada, on Easter Sunday. In part the article reported, *"Mrs. Leathart will be remembered by older residents of Taylor County, having come here with her parents in 1879 and settled in Ross Township. She was first married to E. B. Poore in Worth County Missouri, and left this community some*



The Commercial Hotel on West Crawford Avenue.

This photo, with the camera looking west by southwest, takes in downtown Deer Park's intersection of Main Street and Crawford Avenue. This image dates prior to 1907, that a conclusion drawn from the presence of the wood-framed Olsen Mercantile building on the lower left, its storefront facing Crawford. Directly across South Main Street from the Mercantile is Jeff Moore's Saloon. Over the railroad tracks and on the south side of West Crawford Avenue, the large, white, two-story building with the lettering on its second-story façade has been identified as Deer Park's Commercial Hotel. For a better understanding of the intersection's early history, see the "Further Reading" box below.

twenty-five years ago with her husband. Mr. Poore died 12 years ago, and in 1915 she was married to Mr. Leathart in Washington.

"The deceased had made frequent trips to Taylor County, visiting her brothers, J. H., William C., and Silas Keith, the latter residing at Blockton. L. N. Keith, another full brother, resides in Oklahoma. Two half-brothers, Hilary of Phoenix, Arizona, and Charles of Des Moines are also left to mourn her loss, including an only child, a boy who is in the clothing business in Washington."

... Mahlon Lloyd Poore ...

Regarding Elmer and Anna Poore's lost son, little has been found other than a report that

he was born Mahlon Lloyd Poore — possibly named after Elmer's older brother — on January 15th, 1888, and died September 22nd, 1902. Other than his date of birth as confirmed in the 1890 "Poor-Poore Family Gathering" book, the only documentation regarding his birth and death dates so far found was on the internet's "Find a Grave" website. Without more background, we should be a bit uncomfortable accepting that data. And likewise, we need to be a bit skeptical of the "Family Gathering" book stating the name of Elmer's second child was Elbert, when other evidence suggests it was as below.

... James Lafe Poore ...

Regarding Elmer and Anna's surviving

Further Reading:

**"The Deer Park Hotel," by Peter Coffin.
Mortarboard #145, May, 2020 — page 2065 — Collected Newsletters, Vol. 42.
http://cdphs.org/uploads/3/4/2/0/34204235/newsletter_145__web_.pdf**

son, this was found in the October 19th, 1909, *Spokesman-Review* under the dateline "Deer Park, Wash. — Lafe Poore and Miss Pearl (as spelled) Hicks, both of this city, were married in Spokane October 11. The bride has resided in Deer Park for several years, and has held several positions of trust within the town. The groom has resided here since he was a small boy, and at present has charge of the gents' furnishing department of O. F. Kelly's big store."

The couple's marriage certificate adds a few worthwhile details. First it gives Lafe's full name — James Lafe Poore — the 'James' part of which was seldom used. It also gives the spelling of Pearle's first name — which does end with an extra "e." Pearle lists her occupation as "Book Keeper," and Lafe states his as a "clerk." And both certify this as their first marriage.

Under the dateline "Deer Park, Wash., April 20," the April 21st, 1912, edition of the *Spokesman-Review* carried the following. "Lafe Poore of Roundup, Montana, is visiting his mother, Mrs. Anna Poore."

The above began what appears to be a number of relocations for Elmer and Anna's only surviving child. Around 1917 Lafe is the owner of a Coulee City, Washington store called "The Men's Shop" which advertises itself as having "Everything for Men to Wear." And then under the dateline "LaCrosse, Wash., July 10," the *Spokesman-Review* reports, "Mrs. Lafe Poore left Friday to spend the summer with her folks at Harrison, Idaho."

I didn't find a notice regarding Lafe and Pearle's separation, but on November 12th, 1931, Pearle Ada Poore and Henry Richard Rubeck were married in Spokane.

On July 12, 1982, Pearle A. Rubeck passed away in a Spokane nursing home at age 88 — with her birthdate noted as April 13th, 1894. On her death certificate her home address was listed as Deer Park, Washington. Richard preceded her in death, passing at Deer Park on

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May we demonstrate our ability of serving satisfactorily ---Today?

The Men's Shop

"Lafe" Poore

"Everything for Men to Wear" Coulee City, Wash.

Ad for Lafe Poore's Men's Shop.

Copied from the October 26th, 1916, issue of the Coulee City Dispatch, Coulee City, Washington.

the 12th of May 1944. It appears the couple spent most of their life before retirement in the Newport area.

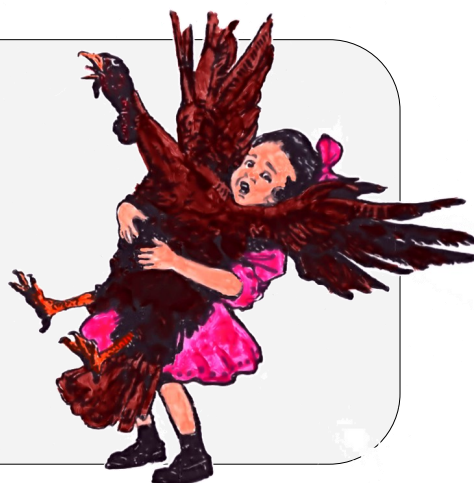
We can't find any record of Pearle having children, nor any record of Lafe having children either before or after his time with Pearle.

As noted, there were traces of Lafe Poore in Oregon and Montana, and in later years the name appears in Colorado, New Mexico, and Arizona newspapers. But so far nothing firm has shaken out when using the resources available to this researcher.

Your Recollections Wanted!

If you have a story worth preserving in the ever-growing history of our little corner of the world, this is one place to consider sending it. Once published, it will become part of the area's common historical archive. We're all amateurs at writing and publishing. Despite that, we'll do our best to present your contributions in as professional a manner as we can.

Thank you.



Clips About Clayton.

Legal Judgements, Trade Magazine Articles, and Other Materials Suggesting the Washington Brick & Lime Company's Typical Business Challenges During the First Years of the 20th Century.

by Wally Lee Parker

*Reprint from the Bogwen Desktop Publications Newsletter #59 — October 8th, 2010.
Bogwen Desktop Publications were a series of research notes I published for a group of online
participants beginning in late summer of 2009, said publications ending in the late spring of
2011. Regarding some of the questions presented here, research has moved on. While other
questions posed here may never have solutions.*

... about the following ...

Contributory Negligence — Question for Jury

One possible source of unique data regarding the history of Washington Brick & Lime are the records of various courts. In the State of Washington, many of the state's Supreme Court records — essentially renderings regarding appeals of lower court rulings — are available online. As the first clipping below shows, they do tend to cover incidents unlikely to have been recorded with such detail in other media.

These have been edited by stripping away some of the technical legalese, hopefully leaving a distilled, though essentially accurate synopsis of the judicial proceedings.

The contributory negligence of an employee is for the jury where there was evidence that an elevator started automatically and was running away, when, in order to save himself, he grasped the wrong cable and his hand was drawn into the drum.

Appeal from a judgment of the superior court for Spokane county, Kennan, J., entered May 31, 1912, upon the verdict of a jury rendered in favor of the plaintiff, in an action for personal injuries sustained by an employee injured by an unguarded cable drum. Affirmed.

No. 10777 — April 4, 1913

Angelo Villani
respondent

— v —

Washington Brick, Lime & Sewer Pipe Company
Appellant

— regarding —

Master and Servant — Injury to Servant

The appellant was engaged in the manufacture of brick near Clayton, Washington, and plaintiff with two others was engaged in running a push car from the clay pit to an elevator. The elevator was set in a frame and operated between three floors or levels. Plaintiff and those with him were returning with an empty car, and had pushed it partly onto the elevator, when the car stuck. Plaintiff was ahead and the two others behind the car, and they were pushing and

hauling when the elevator started down. The car tipped off at the second level, and the elevator descended to the bottom and almost immediately started up again. The car was stopped and started by a cable attached to controllers. This cable was pulled up or down as the operator desired the elevator to move. Plaintiff took hold of one of the cables carrying the elevator, and his finger was crushed on the drum over which the cable worked.

Plaintiff disclaims any reliance upon the factory act, and the court instructed the jury that he could not recover anything on account of the insufficiency of the elevator and equipment. The jury answered the following special interrogatories.

"Do you find from the testimony that persons using an elevator such as the one in question usually and customarily guarded the drum upon said elevator?"

"Answer — yes."

"Did the plaintiff know at all times prior to the accident that this drum was not guarded?"

"Answer — yes."

"Did the plaintiff act with reasonable care in taking hold of the cable, which wound around the drum, under the circumstances?"

"Answer — yes."

There is some testimony tending to show that the cables could have been conveniently guarded — so that the only question left in the case is whether, under the circumstances, plaintiff was negligent in taking hold of the wrong cable.

It is the duty of the master to furnish a reasonably safe place to work, and to guard against such dangers as would be anticipated by a man of ordinary prudence. Upon this theory plaintiff would not have any right of recovery, for he is charged with the assumption of all usual risks. But this rule is not to be applied without its exception, if the testimony warrants it, and that is that the servant is not bound by it in the face of a sudden peril not incident to his employment, where there is no time to deliberate and the impulse of self-preservation can be said to usurp that judgment which a man of ordinary prudence would exercise when confronted with a known danger. His judgment is to be measured by the immediate circumstances. While there is much testimony to show that it was impossible for the elevator to stop and start without the intervention of the plaintiff or his fellow servants, there is still enough to sustain the verdict of the

jury that it did start automatically — that it was running away. If plaintiff, in his extremity, took hold of the wrong cable, it is for the jury to say whether he acted as a man of ordinary prudence would have acted under the same or similar circumstances.

We think the verdict can be sustained by reference to ...

Reading the details of the above incident, it would appear that the event occurred at either the main shed of the Clayton brick plant factory, or at the terra cotta building. We believe there was an elevator operating at the terra cotta building — although that building had four floors whereas the description below states the elevator was only operating between "three floors or levels." If anyone can recall details as to the uses the various floors of the terracotta building were being put to, we might be able to surmise whether or not heavy objects were being moved all the way to the top — and therefore whether or not a four level lift would have been in use. As for the main building of the factory, we believe cable trams were lifting clay from the "Lake Clayton" pit directly into the upper levels of the factory at the time this incident took place. As to whether an elevator as described would have also been in use there, I can't recall hearing anything specific.

Best guess at this time is that the incident below cannot be specifically attributed to either of the two buildings in Clayton's factory compound currently known to be tall enough to require a lift going up at least three levels. Though I would like to attribute it to the terracotta building, we cannot know to what degree the actual testimony from the prior trial transcript was edited by the court clerk in order to produce the highly compacted summary of the original case as given in the above Supreme Court's ruling. Whether the records of the original case still exist, and whether those records would contain enough specifics to be of value in uncovering the early history of the brick plant remains unknown.

— October 6, 1909, issue of —
Municipal Journal and Engineer

Work has been started on the \$300,000 sewer pipe factory to be built on the Oregon Railway and Navigation Company's tracks, adjoining the east city limits of Spokane, by the Washington Brick, Lime and Sewer Pipe Company. The company was formed by the merger of the Washington Brick, Lime and Manufacturing Company and the Spokane Sewer Pipe Company. The last-named company was formed by Iowa men, who recently went to Spokane. The merged company is capitalized for \$2,000,000. The site contains 16 acres, and 150 men will be employed.

It's possible that this was the foundation of the Dishman factory. At least a few of Clayton's workers transferred to the Dishman factory after Clayton was shut down.

— June 1922 —
The Clay Worker

The plant of the Washington Brick, Lime and Sewer Pipe Company at Clayton, Wash., has just completed a \$54,000 order of architectural terra cotta for the new \$350,000 administration building of the University of Washington. Victor E. Poilet, vice-president and sales manager, states that they turned out the order in 90 days. They also furnished 44 grotesque figures, twice life size, representing the various crafts and branches of education, which figures will decorate the facade of the new building.

Arthur B. Fosseen, president of the Washington Brick, Lime and Sewer Pipe Company, in a recent address to the industrial bureau of the Chamber of Commerce at Spokane, pointed out that tile used in Chinese temples 400 years ago is still in first-class state of preservation. He claims that the Inland Empire Tile Clay is the best known in the United States, and is shipped, from Bismarck on the east, all over the Pacific slope. After 44 different tests, they were awarded the contract for the University of Washington. The annual output of their company alone, he states, would build a wall one foot thick, 10 feet high, and twenty miles long. The sewer pipe they produce would reach from Spo-

kane to beyond Seattle.

The above material needs to be approached with some caution. If "44 grotesque figures, twice life size," still exist as a decorative part of an administration building built in the early 1920's on the campus of the University of Washington, data on such is not readily available on the internet. Both the date of construction and stated function of the building are incorrect if a connection between the above and Allan Clark's sculptures for the Suzzallo Library building are considered. (See page 120 of the *Reports to the Clayton/Deer Park Historical Society, Volume 3*, for details on the Suzzallo statues.) I sent the following to the University of Washington Library website in the hope that it will find its way to a U of W historian.

I have several questions regarding the following material extracted from an article appearing in 'The Clay-Worker', a national magazine published for the ceramics industry. The June, 1922, article stated, "The plant of the Washington Brick, Lime and Sewer Pipe Company at Clayton, Wash., has just completed a \$54,000 order of architectural terra cotta for the new \$350,000 administration building of the University of Washington. Victor E. Poilet, vice-president and sales manager, states that they turned out the order in 90 days. They also furnished 44 grotesque figures, twice life size, representing the various crafts and branches of education, which figures will decorate the facade of the new building."

I have written a number of articles for a local group — the Clayton/Deer Park Historical Society — about the town of Clayton and about the Washington Brick, Lime, and Manufacturing Company factory once located there. We are always interested in tracing any still existent terra cottas of particular significance once produced at Clayton — significance such as the last sentence in the above extract would seem to suggest. But the fact is the indicated sentence has me puzzled.

I researched and wrote an article about the Suzzallo statues — which were sculpted by Allan Clark in 1924 and fired at Clayton's terra cotta works that same year. At first I thought that the last line in the above quoted segment from the Clay-Workers article might be referencing the Suzzallo statues in some way. But none

of the details — the number of statues, size of the statues, or date of creation — match the Suzzallo statues. So I have several questions.

First, was there an administration building under construction on the UW campus in 1922 that might have used the above indicated \$54,000 worth of terra cotta? Secondly, have there ever been “44 grotesque figures, twice life size,” decorating any building on the University of Washington campus?

My current assumption is that the above Clay-Worker statement was referencing the plans for the new Suzzallo Library building — plans possibly not yet finalized since the beginning of construction was still a year away? My understanding is that only one wing of the original master plan for the Suzzallo was ever completed. From this my best guess scenario would be that whomever wrote the story appearing in the Clay-Worker confused a discussion of what Washington Brick and Lime might supply the University in the future with projects already contracted and completed.

Since I want to avoid missing any major groupings of Clayton terra cottas due to one of my best guesses gone wrong, any thoughts regarding the above would be appreciated.

Now it's a matter of waiting.

Some more material related to the below can be found in issue #4 of the *Bogwen Report*. I can forward that issue to anyone requesting it.

Washington Geologic Survey Annual Report
1901

— W. B. L. & Mfg. Co. —

Besides the plants engaged in the manufacture of common brick for the Spokane market, there are several companies turning out high grade clay products whose market is not by any means confined to that immediate vicinity. The most important of these is the Washington Brick, Lime and Manufacturing Company with headquarters at Spokane and works at Springdale and Clayton, Stevens county, and at Freeman, Spokane County. The plant at Springdale is engaged in the manufacture of lime and has been

described under that heading. The Clayton works, situated on the line of the Spokane Falls & Northern Railway about twenty-five miles north of Spokane, is the most important of the company's plants. There is here a fully equipped clay manufacturing plant employing seventy men, engaged in the production of common and pressed brick, architectural terra cotta, fire-proofing and drain tile. The market for their product includes all the larger towns and cities of Montana, Idaho, Washington, British Columbia and Oregon. Numerous recent orders from Seattle, Boise and elsewhere have kept them running at full time. Fire-proofing and terra cotta for the new Great Northern Depot at Spokane and the Masonic Temple at Butte are among the most recent orders filled.

The Freeman plant, on the O. R. & N. Railway about fifteen miles southeast of Spokane, manufactures common and fire brick of superior quality. There are about forty men employed about the works.

And, a few pages later ...

Limestone suitable for lime-burning has been discovered at many places in Washington. It is found in a crystalline condition among the ancient rocks of the Okanogan highlands and the northern Cascades; and well-known deposits of it occur on both San Juan and Orcas islands. Wherever it is found it is wholly or partly converted into marble, and always gives evidence of much metamorphism. As a rule the limestone is a very pure calcium carbonate, although magnesium carbonate is sometimes present.

The Valley-Brook White Lime Works, located at Springdale, Stevens County, belongs to the Washington Brick, Lime and Manufacturing Company of Spokane. The property consists of about 640 acres of land, and the necessary equipment and machinery for the daily production of 500 barrels of lime, which is the present output. The Spokane Falls & Northern Railway passes through the property, and the sidings, switches, etc., provide cheap facilities for the loading and transportation of the lime.

Wherever the solid rock formation outcrops on the company's land it is limestone. Pits dug at different points, and cuts made where the formation does not outcrop, all show that limestone is the country rock throughout the entire tract. Analyses have been made from various

outcrops of limestone with the following general results:

Calcium carbonate 96 per cent, or more.

Magnesium carbonate 3 per cent, or less.

Silica 1 per cent, or less.

Total 100 per cent.

Analyses made from one special quarry, with a view of supplying the paper mills with a high grade magnesian limestone, showed the contents given below:

Magnesium carbonate 47 per cent. and under.

Calcium carbonate 52 per cent, and over.

Silica, a trace to 1 per cent.

Shipments of the magnesian limestone were made to the Willamette paper mills, and the rock was found to be well suited to their purpose, but the freight rates would not permit extended shipments at a profit and so they were discontinued.

The equipment consists of four continuous kilns, capacity 500 barrels daily, track, cars, and other necessary machinery, buildings consisting of store houses, office, residences, etc.

There is a constant and growing demand for the lime produced, but the rock carrying the high percentage of magnesium carbonate will not be in demand until paper mills or other manufacturing are located sufficiently near so that freight rates will not interfere with its use, or the rates to those mills now using it are reduced.

Washington Brick, Lime, & Sewer Pipe Co.
versus
The Hallidie Company

The following involves a dispute regarding payment for a Corliss steam engine purchased for use in Washington Brick & Lime's plant at Freeman. As near as I can determine this particular engagement of an ongoing case was predicated on the idea that W.B. & L. was refusing to pay the amount remaining on the purchase of said engine on the basis that said debt was owed by Washington Brick, Lime, and Manufacturing Company, not by the newly formed Washington Brick, Lime, and Sewer Pipe Company.

The court records seem very revealing as

to the corporation's business sensibilities. Joseph Spear had been the head of W.B. & L. for some time — with Henry Brook, for legal reasons, being a continuing part, but in name only — leaving us to assume that it was predominantly Spear who pushed W.B. & L. up through a mass of local competitors into regional dominance.

I find the various court documents concerning what appear to be a number of litigations W.B. & L. was involved in under Spear's management a satisfying antidote to the quaint insistence that in earlier days a man's handshake was his bond. In this instance we have a battle fought through the courts for three years, not only over the original debt, but apparently also over peripheral though not insubstantial issues such as the cost of factory down-time. In total it seems not much different than the legal battles corporations involve themselves in nowadays. And this in sum seems to suggest that the often wistfully referred to bond of a handshake was most potent when backed up by a reputation that the man on the other end of the shake, if not relishing litigation, at least has no fear of it.

The original purchase from Hallidie Machinery Company was made in October 1908. On July 28, 1909, the assets of Washington Brick, Lime and Manufacturing Company were transferred to a newly incorporated corporation — Washington Brick, Lime, and Sewer Pipe Company. In part if not in total this was likely due to the merger of W.B.L. & Mfg. Co. with the Spokane Sewer Pipe Company as noted in the article posted in the October 6, 1909, issue of the *'Municipal Journal and Engineer'* and reproduced on page 225 of this issue of the *Bogwen Report*. (See page 182 this Newsletter.)

To further complicate the situation, it appears that during the various suits and appeals, the Hallidie Machinery Company reorganized and re-incorporated itself as the Hallidie Company. Whereas W.B.L. & S.P. Co. claimed it had assumed all assets from its prior incarnation, but not the debts, the Hallidie Company contended it had assumed all the assets of the Hallidie Machinery Company — including debts still owed the prior incarnation of that company.

It appears, as a consequence, that lawyers haven't changed much in the last hundred years either.

No. 10391 — September 3, 1912
Hallidie Company
Respondent

WBL & Mfg. Co. et al
Appellants
Regarding
Appeal ... Breach Of Guaranty

On October 22, 1908, the Hallidie Machinery Company entered into an agreement in writing with the Washington Brick, Lime and Manufacturing Company, by the terms of which it agreed to sell and deliver to the manufacturing company a 72x18 high pressure Eric City boiler and a 14x30 rolling mill type Corliss engine, with certain enumerated fixtures, for a consideration of \$4,840.62. By the terms of the sale the seller guaranteed that the engine, when running at a speed of 110 revolutions per minute at about one quarter cut off, under a steam pressure of 150 pounds, would develop 252 indicated horsepower. The machinery was furnished and installed as agreed upon, and the purchaser made payments on the purchase price thereof aggregating \$2,090.90. The manufacturing company was engaged in the manufacture of brick and had extensive machinery for that purpose which the boiler and engine were intended to operate, but it was found, after ample trial, that they would not develop sufficient power to operate it to its capacity, and complaint thereof was made to the seller to that effect. The manufacturing company contended that the fault lay with the engine; that it would not develop 252 indicated horsepower when operated under the conditions and to the capacity set forth in the contract of sale. Experts were sent to examine the engine, and several changes were made in the feed and exhaust valves, but it was found impossible to make it operate the purchaser's brick machinery to its full capacity. The experts thereupon made tests of the engine to ascertain whether its actual capacity was equal to its rated and guaranteed capacity. These experts differed as to results. Those employed by the seller finding that it would develop an indicated horsepower in excess of the guaranteed horsepower, while those employed by the purchaser were unable to make it show that amount of power. All of the experts agreed, however, that the boiler generating the steam supply was insufficient in capacity to furnish steam sufficient to operate the engine up to 252 indicated horsepower; their testimony being to the effect that it requires a boiler of greater capacity than 150 horsepower to serve an engine of 252 horsepower.

Subsequent to the tests, further negotiations were had between the parties without re-

sult. Finally, on June 4, 1909, the seller wrote the purchaser the following letter:

"Spokane, Wash. June 4, 1909.

"Mr. Jos. H. Spear,

"Pres. and Gen. Mgr.

"Wash. Brick & Lime "Mfg. Co.

"City.

"Dear Sir: Confirming our conversation with you this morning about your Murray Corliss engine at Freeman, wish to say that we will hereby offer you the following concession, as we wish to dispose of this matter to your entire satisfaction.

"We will furnish and install, at our expense, a 15-inch diameter cylinder and piston to take the place of the 14-inch size now in use on the engine, which 14-inch cylinder is to be returned to us.

"In doing this, we wish you to clearly understand that this is a concession on our part as a matter of policy because we want your goodwill and future business, and future business for Murray Iron Works in this territory, and this change is not made because the engine will not deliver the horsepower named in the contract. The engine which we furnished you will unquestionably deliver the contract power under proper conditions, and in furnishing you a 15-inch cylinder we are giving you a reserve of power beyond that contracted for.

"Trusting that this will close this matter satisfactorily to you, we are

"Very truly yours,

"Hallidie Machinery Company

"B. B. Truett, Local Manager."

To this letter, the purchaser replied as follows:

"S, Wash., June 5th, 1909

"Mr. B. B. Truett, Local Manager

"Hallidie Machinery Co.

"Spokane, Wash.

"Sir: Replying to your favor of the 4th June, we note your proposition to install at your expense a 15-inch diameter cylinder and piston to take the place of the 14-inch size now in use on the engine at Freeman. Recalling the terms of your contract, we do not think this is a question for us to pass upon. Under the terms of the contract you have the right to make good, if possible, anything that may be wrong with the en-

gine, and it was for this purpose that we advised you after starting the machinery that the engine was not meeting the conditions of your contract. We have waited patiently something over three months for you to ascertain and correct whatever the trouble might be so as to deliver to use the power that your contract covered. If the 15-inch diameter cylinder and piston which you propose to put in will do this, it is satisfactory to us, but we are not willing to name in advance that the placing of a 15-inch cylinder will be satisfactory to us. We want to see the results of same, and we do not waive any of our rights under the contract. We have waited very patiently for ninety days, and have been working under great difficulties, with a lessened output and a high fuel expense in order to operate and fill the contracts as nearly as possible that we had assumed.

"Anything that you do to remedy the evils now existing in connection with this engine, we would like you to do as quickly as possible, and if after these changes are made the engine will give us the 250 h. p. named in your contract on an economical fuel basis, we will be pleased to accept same, but I am not an expert, and I do not wish in advance to commit myself or waive any of the rights that this company may have in connection with the contract made with you for supplying this power.

"Yours respectfully,

"Washington Brick, Lime & Mfg. Co.

"Jos. H. Spear."

Subsequently the seller installed a new cylinder in the engine — making it at the request of the purchaser a 16-inch diameter cylinder instead of a 15-inch — which on the installation by the purchaser of an increased boiler capacity, operated to the purchaser's satisfaction.

This action was brought to recover the balance unpaid on the contract price of the engine and boiler. The plaintiff alleged that, subsequent to the sale of the boiler and engine, the Hallidie Machinery Company transferred and assigned to the plaintiff its business, goodwill and all of its assets, which included the account against the purchaser of the boiler and engine. It alleged further that, subsequent to entering into the contract, the defendant Washington Brick, Lime & Sewer Pipe Company purchased the business, goodwill and all of the assets of the defendant Washington Brick, Lime & Manufacturing Company, and assumed and agreed to pay all of the indebtedness of the latter company, including the indebtedness due on account of the

purchase of the boiler and engine in question.

The defendants filed separate answers. The Washington Brick, Lime & Sewer Pipe Company admitted that it had purchased the business, assets and goodwill of the Washington Brick, Lime & Manufacturing Company subsequent to the time that the contract sued upon had been entered into but denied each and every other allegation of the complaint.

The Washington Brick, Lime & Manufacturing Company admitted the allegations of the complaint to the effect that the plaintiff was the successor in interest of the Hallidie Machinery Company and the owner of the account sued upon; also, that it had sold and transferred to its codefendant, Washington Brick, Lime & Sewer Pipe Company, its business, goodwill, and assets, but denied that the latter company had assumed or agreed to pay any of its obligations. For an affirmative defense, set-off and counterclaim, it alleged a breach of the contract of sale entered into between itself and the Hallidie Machinery Company ... the engine furnished it under the contract of sale was not of the power guaranteed by the seller, and because thereof it had been unable to operate its brick machinery to the capacity it would have been able to operate it had the engine been of the power guaranteed; that because it could not operate its brick machinery to its full capacity, it had been unable to fulfill the contracts it had actually entered into for supplying brick, and had been unable to enter into other similar contracts offered it, to its loss and damage in a sum in an excess of the balance unpaid upon the cost price of the engine and boiler.

The action was tried by the court sitting without a jury. The court found that there remained unpaid on account of the sale of the machinery described the sum of \$2,750.42. It found also that, subsequent to the sale, the defendant Washington Brick, Lime & Sewer Pipe Company purchased the bulk of the business, the goodwill and assets of the defendant Washington Brick, Lime & Manufacturing Company, including the goods, wares, and merchandise sold to its codefendant by the plaintiff's predecessor in interest, and that it assumed the indebtedness and liabilities incurred thereby by such codefendant. It also found that the boiler by which the engine purchased was attempted to be operated was insufficient in capacity for that purpose, that in order to operate said engine under a continuous pressure of one hundred and fifty pounds at the throttle and develop therein two hundred and fifty-two indicated horsepower with a speed of one hundred ten revolutions at about one-fourth

cut-off, it would be necessary to have a boiler large enough to furnish approximately seventy-five hundred pounds of steam per hour, and that the capacity of one hundred and fifty horsepower boiler under normal conditions is approximately fifty one hundred seventy-five pounds of steam per hour." It also found that the proposal contained in the letter of the seller to the purchaser, the acceptance of the conditions thereof by the purchaser, and the subsequent installation pursuant thereto of a new cylinder by the seller, operated to estop the purchaser from contending that there had been a breach of the contract of sale. The court refused, however, to find on the question whether the engine would develop under the conditions defined in the contract of sale the indicated horsepower therein guaranteed, reciting in its written findings that the evidence was not sufficiently clear to enable it to make a finding in that behalf, reciting further that such a finding was unnecessary in view of the finding concerning the estoppel. Judgment was entered against both of the defendants for the sum demanded in the complaint.

Although the summation of the ruling regarding the questions before the Supreme Court continued, suffice to say most of the really interesting stuff has already been covered.

There are several specifics in the following material that seem confirmatory of other materials seen. One is the statement that W.B.L. & Mfg. Co. as of 1904 used the pressing system as opposed to the stiff mud system to mold its brick. The other is the mention of the Standard Stoneware Company in a document published in 1904. That pushes the date for the company at least one year earlier than the date mentioned in my article "*In Search of Clayton's Spokane Pottery Company*", issue #4, page 39, of the Clayton/Deer Park Historical Society's *Mortarboard*. The rest of the article gives an excellent overview of the Clayton factory ten years after its founding.

Contributions to Economic Geology
United States Geological Survey — 1904

At Clayton there are extensive deposits of clays which have been utilized for a number of years. They are used chiefly by the Washington Brick, Lime, and Manufacturing Company in the manufacture of terra cotta, pressed, vitrified, sidewalk and common bricks, fire proofing, roof tiles, drain tiles, and sewer pipe. The clay is also used by the Standard Stoneware Company in the manufacture of stoneware and flowerpots. The clay deposits are located upon an extensive plain, almost level or gently rolling, and from test pits and drill holes they are known to cover several thousand acres. The beds lie almost flat and are usually covered by only a thin coating of soil. Some of the clay is clearly of residual origin, being derived from the decomposition of granite, which is the bed rock of Clayton and vicinity. The clay, or more properly sand, thus produced varies in color from white to red. The feldspar has been changed to kaolinite: the quartz has been set free, and the iron-bearing minerals have been thoroughly decomposed and their soluble constituents been lost by leaching. Pits have been opened in the decayed granite to a depth of 15 feet or more, and the rock to this depth is sufficiently soft to be easily removed with pick and shovel. Adjacent to the residual clay and sand deposits are beds of clay which are without doubt of granitic origin, but which have been laid down in their present positions by water action. These clays are in part a pure white and in part a light yellow in color. Sometimes the two colors occur alternately in thin bands. The yellow clay is very soft and contains some silica in very fine grains. The white clay is very finely laminated, usually soft, and sometimes breaks with a conchoidal fracture. It possesses marked plastic properties, and for some years has been used in pottery work.

The following case is presented here primarily because it states the option price per share of W.B.L. & S.P. Co. stock in 1915.

Annotated Cases, American and English
Volume 18. Part 4. Page 746

In *Watson v. Bauman* (Minn.) 166 N. W. 343, it appeared that the plaintiff and the defendant entered into the following written agreement: "Goodell, Iowa, December 6, 1900. 'I, E. J. Bauman, hereby agree to pay S. S. Watson, five hundred dollars for five shares of one hundred dollars each, of the common stock of the Washington Brick, Lime and Sewer Pipe Company of Spokane, Washington on July 1, 1915, providing the said S. S. Watson wishes to dispose of said stock at that date.' [Signed] E. J. Bauman." It further appeared that before executing this agreement Bauman, who was the owner of the five shares of stock, wished to sell them to the plaintiff. The latter hesitated in purchasing the stock but was induced to do so by the defendant's promise that he would repurchase the same. This promise the defendant embodied in the written agreement. The plaintiff then obtained a stock certificate of the five shares and paid to the defendant five hundred dollars. Later, on May 22, 1915, the plaintiff notified the defendant that he wished to resell the stock to him as per the written agreement, but the defendant refused to repurchase it. About one year later the plaintiff made a second demand on the defendant that he should comply with the contract, which the latter again refused to do. The court stated the defendant's contentions as follows: "That a breach of the contract gave plaintiff no right of action for the amount therein agreed to be paid for the stock: that the sole remedy in such a case is an action for damages suffered in consequence of the breach: (2) that the contract does not express upon its face the consideration upon which it was founded, and is therefore void under the statute of fraud; and (3) that time was of the essence of the contract, and that to charge defendant with liability for a breach thereof it was incumbent upon plaintiff to demand a performance, coupled with a tender of the stock certificate on the date named in the contract, namely, July 1, 1915, and that since no such demand and tender was made on that day defendant is not liable. And further, if the court shall hold that time is not of the essence of the contract, that performance thereof should have been demanded with a tender of stock within a reasonable time after the date fixed by the contract, and that the delay of a year in tendering the stock was unreasonable and a release of defendant." Passing on these contentions it was said: "The questions thus raised and presented are all answered adversely to defendant's contentions by prior decisions of the court. The right of a party holding an option of the kind here in question to recover the amount therein agreed upon was sustained in

Lyons v. Snider, 136 Minn. 252, 161 X. W. 532. Practically the identical option was there before the court, and the right of plaintiff therein to recover received careful attention. It is decisive here. In *Halloran v. Jacob Schmidt Brewing Co.* 13" Minn. 141, 162 N. W. 1082, L.R.A. 1917E 777, it was held, in respect to the question of the statute of frauds, that a contract made and to be performed in another state, by parties residing therein, must be controlled as to the sufficiency of the written agreement by the law of that state. The contract in the case at bar was made in Iowa by parties residing therein and with reference to the laws thereof. The Iowa statute was not offered in evidence, and we are not advised by the record as to the terms and provisions thereof. We cannot assume that a statement of the consideration is there necessary. The statement is not necessary at common law. *Halloran v. Jacob Schmidt Brewing Co.* supra. In *Davis v. Godart*, 131 Minn. 221, 154 N. W. 1091, we held that a party holding an option for all practical purposes substantially like that here before us has a reasonable time after the date fixed by the option to return the property and demand the price agreed upon; and further, that a year after such date was not an unreasonable delay. Several authorities are cited sustaining that view of the law in cases involving options exactly like that in the case at bar. That decision would seem to dispose of defendant's contention that time was as a matter of law of the essence of this contract, as well as the further claim that there was an unreasonable delay in tendering back the stock. We so hold, though it is not necessary to rely wholly upon that case. In the case at bar there was a demand by plaintiff that defendant take back the stock and pay the agreed amount, and this was made a short time prior to the date fixed by the contract, which defendant ignored and refused to comply with. While this demand was not accompanied by a tender of the stock defendant's attitude in the matter indicates clearly that such tender would have been a useless ceremony, he would have refused performance had the tender been made. The tender was subsequently made, though about a year later, and defendant again refused to take it back, but not on the ground that the delay in tendering it had prejudiced him in any way, substantially or otherwise. In view of this situation it seems clear that plaintiff did all that was reasonably necessary to apprise defendant of his election to return the stock, to which defendant according to his own testimony turned a deaf ear.

“For an Old Cow’s Bones”

Additional materials related to an article from the November 2016 Mortarboard titled “Deer Park’s 1894 Halloween Murder Mystery”

— by Wally Lee Parker —

Under the title “*In Search of Sebastian Bacher*” — by happenstance that being the first article in this edition of our newsletter — we set to connecting the largely heretofore unknown history of Deer Park pioneer Sebastian Bacher with that of another largely heretofore unknown pioneer, Solomon Herrmann. Regarding Solomon, the Society previously printed a story featuring him and several members of his family, that appearing in the November 2016 issue of our former newsletter, the *Mortarboard*, under the title “*Deer Park’s 1894 Halloween Murder Mystery*.” A link to that article is provided below.

Though the life of Mr. Herrmann and that of his family was outlined in the above *In Search of Sebastian Bacher* article, over the last few years several more newspaper columns about Mr. Herrmann’s 1894 brush with local law enforcement have been located. It’s possible they were missed at that time because there are several variant spellings of Solomon’s last name seen in the region’s vintage press — those primarily being Herrmann, Hermann, and Herman. Such variations can cause problems for search engines in that they do tend to require exact spelling. Now that these additional columns have surfaced, I’d like to take this opportunity to add them to Mister Herrmann’s story.

A good place to start this story is the following — a previously unquoted column from the November 1st, 1894, issue of the *Spokesman-Review*.

Under the subheading “*Officials Open a*

Grave and Puncture a Murder Mystery,” the Review reports, “*At the edge of a 40-acre clearing, right in the heart of a forest of tamarack and black pine, near the northern boundary of Spokane County, a suspicious-looking grave was opened yesterday forenoon in the presence of Deputy Sheriff Pugh, Coroner D. C. Newman, and Prosecuting Attorney Fentan, who were accompanied to the scene by two medical experts, a court stenographer and a Spokesman-Review reporter.*

“*The grave was on the land of Solomon Herman, a German rancher, whose 15-year-old son, Julius, disappeared from this home two years ago last August, and has not since been seen by his former neighbors. The disappearance had given rise to many ugly rumors, and when Harry Hutchins, a bright lad of 16, reported the existence of a new-made grave, suspicions that had not before been uttered were voiced by indignant neighbors, and a general demand for an investigation was made.*

“*Julius and his old father had been known to quarrel violently, and the old gentleman frequently inflicted corporeal punishment. Julius had remained away from home nights through fear, the neighbors said, of punishment to follow his return to the parental root tree. Solomon Herman and his remaining son, Conrad, now 20 years old, did not discuss their affairs with their neighbors, but repulsed them with curt replies. So when young Hutchins reported the existence of the grave, all the suspicious looking circumstances were remembered*

Further Reading:

“*Deer Park’s 1894 Halloween Murder Mystery*,” by Wally Lee Parker.

Mortarboard #103, November, 2016 — page 1369 — Collected Newsletters, Vol. 29.

https://cdphs.org/uploads/3/4/2/0/34204235/mortarboard_issue_103_doublepage_web_.pdf

and there was a general demand for an official inquiry.

"Deputy Sheriffs Pugh and Cole, the coroner, and the prosecuting attorney proceeded to Deer Park on the Spokane & Northern Railway yesterday morning. Dr. Dutton went from Spokane and Dr. J. L. Smith of Chattaroy was telegraphed for. Grant J. Bowman accompanied the party as stenographer. At Deer Park a wood wagon was engaged to drive two miles west to the Herman ranch.

"The authorities knocked at the door of Herman's little home.

"We have come,' said Deputy Pugh, 'to investigate a grave somewhere near your house. Can you tell us where it is?'

"There are five in the graveyard half a mile east of here,' the old man replied, pointing. 'That's all. On my land, you say? I guess you must be mistaken. What would I be doing with a grave out here?'

"As he spoke Herman wound up a quaint old German toy that set a pasteboard (indecipherable) to drawing threads and whistling prodigiously over his hard work.

"Shovels had been secured, and father and son accompanied the officials to a spot 250 yards south, in the edge of the clearing where a mound of soft earth marked by a charred log sat on end.

"There's the headstone,' Conrad observed nonchalantly.

"The old man smiled faintly, Conrad shucked his coat, seized another shovel and worked like a Trojan. Four feet down the spade struck something that sounded hollow. The officials exchanged glances. The old man meanwhile talked incessantly of his troubles with his neighbors, and the stenographer unostentatiously, but faithfully, recorded every word.

"At the point where the investigation seemed about to bear fruit, Herman's smile widened into a grin, and burst into a loud 'Ha, ha.' The son looked up from his work and laughed. The hollow sound was repeated several times, but the boy continued to dig industriously until, out of one corner he dragged something with his shovel and said, 'Here's the hoof and a horn. Which will you have first?'

"And the father laughed until genuine tears came.

"It's my little Jersey cow that died last July,' he said between paroxysms. 'What a good joke on the gentlemen who came up here to have a little inquest.'

"Everybody laughed when the grave diggers unearthed the decomposing head. A log

chain was attached, and the animal was drawn out. The excavation was continued two feet further without adding to the ghastly find.

"Herman told the officers his version of the disappearance of his boy Julius. It was over two years ago, he said, that the boy struck out. Julius had cost him a lot of money by his pranks. Once he had stolen several dollars from the father's hoard and spent the money for valentines — big six-bit affairs. Six he sent to girls in the neighborhood, and one he gave the school teacher for addressing the envelopes. 'Then he was always into mischief,' Herman went on. 'And when he went I said let him go and make his own living.'

"Where is he now?' asked Coroner Newman.

"I don't know, and I don't care. He is a good riddance,' was the reply. 'I heard once he was in Cheney, but I don't know. My neighbors made all kinds of talk. One fellow, he came in and asked me if I had killed the boy. I said, Get out of here, you — —, or I tell you, never was such a licking like you will get, and he got out pretty quick!'

"Herman has a patent to 160 acres of which 40 are slashed and partly cleared. He is building a new house, and being a cabinet-maker, has spent many long winter nights finishing the interior. When completed it will be a country cottage in a thousand. The old man and his boy are a community to themselves. They are credited at Deer Park with being a little odd, but honest and hard-working citizens."

One can't help but suspect that some degree of the diligence applied by law enforcement and the coroner toward rapidly solving this case was suggested by the fact that statewide elections would take place on Tuesday, November 6th, and solving a newsworthy case just before votes were cast couldn't hurt but add to the tally of any with jobs pending on the outcome. Of course, even though the investigatory group included two medical doctors who could make preliminary guesses as to the circumstances of the victim's death, a stenographer to record everything of evidentiary value, and a newspaper reporter whose wordsmithing as seen above seems exceptionally professional in tone, any such implications would doubtless be hotly denied.

But often in the course of political theater, the grip of such well-planned denials can't maintain traction against the tone of a well-told story.

For example, that evening's edition of the *Spokane Chronicle* suggested the depth of

disappointment suffered by the diligent justice-seekers had been deliberately glossed over in that morning's *Review* when it added this specific observation regarding their group's actions when leaving the area. To quote the *Chronicle*, "*With a look of withering scorn, the committee of investigation turned their backs, marched to the Deer Park drug store, and said not a word until the Hostetter's Bitters bottle had thrice made the rounds. Then they came back to Spokane.*"

In olden days early November in Deer Park was likely to have been miserably cold. While imbibing strong drink might provide an illusion of insulation against the chill, as well as against the disappointment that no grisly crime could be revealed prior to the election, the problem was that Deer Park in those days contained a very strong temperance sentiment among its voters — and being observed buying booze might create a negative impression among the self-abnegating members of the community. Any problems arising therefrom were assumedly resolved by purchasing a purely medicinal bottle (and only one such bottle was alluded to) of "*Hostetter's Bitters*," doubtlessly useful in dulling the aches of arthritis and such ailments suffered in common by the religious as well as those of otherwise inclinations whenever temperatures dropped.

As to any question regarding the operative ingredient in almost all such patent medicines of the era — excluding those containing opium, morphine, cocaine and the like — the Department of Agriculture had just a few years prior to the above incident analyzed Hostetter's Bitters and found it was 47% alcohol — 94 proof — but didn't appear to contain anything otherwise harmful, whereas a modern bottle of Johnnie Walker Black Label Scotch — all other considerations aside — is current analyzed at a mere 90 proof, or 40% alcohol.

From the results of the election, it appears the politicians needn't have worried.

The very next day — November 2nd, 1894 — this appeared in the *Spokane Chronicle* under the subheading "*Will Spokane County Pay for the Cow Inquest.*"

"*The aftermath of the Jersey cow episode up at Deer Park, Wednesday, is about to set in, in the settlement of which the county will have something to say. Dr. Newman telephoned the commissioners this morning to know who was going to pay for the valuable services of the coroner and for the assistance of the two medical experts who were taken along to make the postmortem examination of old man Herman's lamented Jersey.*

"Dr. Smith of Chattaroy wants \$25.00. Dr. Newman says he is \$4.00 out of pocket besides his time. He sent a telegram to Dr. Smith to be ready to accompany the party and was out some other expenses. Then there is a stenographer. Who is going to pay his bill? He faithfully chronicled everything Solomon Herman and his son said about the unfortunate demise, just as he was requested to do and with the belief that he was to be paid for his services.

"Felix Pugh and Deputy Cole, so far as they are concerned, will donate their services in the gruesome undertaking to the county and call it square."

On November 3rd, 1894, the *Spokesman-Review*, under the subheading "*Solomon Herman Wants to Rebuke His Deer Park Neighbors,*" gave Mr. Herrmann a chance to tell everyone exactly what he thought.

The article began, "*Solomon Herman, on whose land the coroner and other county officers recently investigated a new-made grave, to find only the carcass of a Jersey cow, is in the city looking for his runaway boy, and although two years have passed since he last heard from him, the father does not despair.*"

The article quoted Herrmann as saying, "*I am going to show those gossiping, lying fellows of my neighborhood a good strong boy and then let them say I killed him,' said Mr. Herman. 'I don't care whether he stays home more than a day or not. When I have shown him around, he can go where he sees fit. The last I heard of him he was working somewhere in Cheney. I am going there first of all.'*

"At the bottom of this whole business are about 14 fellows around our neighborhood who have got it in for me and some others, and if they don't stop their shotgun business a few of us will run them out of the country with clubs the first thing they know. But first of all I will find the boy and put him on exhibition around Deer Park."

The article's author noted that, "*Public opinion in general condemns the course of Populist Coroner Newman in his effort to crawl from under the burden of the disappointing denouement. It was Mr. Newman who telegraphed to Dr. J. L. Smith at Chattaroy to meet the party at the train and it was he who retained Dr. Dutton as the other expert in the case.*"

"The part taken by the sheriff's office was eminently proper under the circumstances,' said a citizen yesterday. 'It is apparent that the community had been gossiping and threatening for nearly two years, and when information was given in the regular manner it demanded an in-

quiry.”

The article concluded, “It is only necessary to add, to prove that the adventure is entirely devoid of political significance, that the man who made the discovery and notified the sheriff of his suspicions was a populist. His name is John Hutchins.”

And to our current knowledge, the last thing said of the subject appeared in the November 24th issue of the *Spokane Chronicle* under the meandering headline with subheadings, “For An Old Cow’s Bones — Spokane County is Called Upon to Pay a Few Bills for the Famous Chattaroy Heifer Hunt — Why Fred Fender Kicks — Just One Little Example of the Causes of High Taxes in Hard Times.”

There’s no indication as to why the headline moved the scene of the well-attended forensic investigation from Deer Park to Chattaroy, but at least whomever responsible suggested that the incident deserved to be called famous.

Anyway, the article began, “As predicted by the *Chronicle*, the county has been called upon to pay for the Deer Park dead heifer hunt, engaged in by Sheriff Pugh and Coroner Newman a few weeks ago.

“Coroner Newman has presented a bill for \$17.50; \$10.00 for professional services, \$6.00 for milage, and \$1.50 for telegram sent to Dr. J. L. Smith of Chattaroy. Dr. W. O. Dutton has put in a bill for \$16.00, O. K. ’d by Coroner Newman. These bills have been approved by County Commissioners Connolly and Jones and warrants have been drawn to pay them. Dr. Smith has notified the board that he will put in a bill for \$25.00, but it has not been turned in yet.

“Chairman Fender of the board of Commissioners did not know the bills had been passed upon until the warrants had been drawn. He was very much put out this morning when he learned the facts in the case and notified the auditor not to give up the warrants until there was another meeting of the board. Jones and Connolly were not present this morning.

“‘I think there must be some misunderstanding about these bills,’ said Mr. Fender this morning. ‘I told Dr Newman that we would un-

der no circumstances allow any bill for that Deer Park escapade. The county has enough to pay for without paying for hunting dead cows. I met Dr. Smith on the street about a week ago, and when he asked me about his bill, I told him that it would be of no use to present it, for we would not allow it. He said he would get Newman and Fenton to O. K. it and present it anyway. I think I shall see that these bills are not paid.’”

And as was quite common in the era, the newspaper ended the column by taking a political swipe of its own.

“The Deer Park dead heifer hunt, like everything else in this county, was inaugurated and conducted upon a most expensive plan. Even if the surmises of the sheriff and the coroner had been correct and they had found the body of the murdered boy, there was no use taking along the retinue of \$16.00 a day specialist that they did. The county coroner would have been sufficient medical evidence if a case had been developed, but besides him two more medical experts were taken along, and it is claimed, Dr. Newman strongly advised a jury but was dissuaded by Fenton and Pugh who thought it would be unnecessary.

“Approximately, the Deer Park fiasco did not cost much, because none but Coroner Newman and the two medical experts have announced their intention of trying to dip into the county treasury. But the circumstance serves to throw a little side light upon what kind of leakages can be expected and what have been running for the last four years.”

As often occurs, these early newspapers usually identified individuals by their last name, preceded by first and middle initial. Wives were most often identified by their husband’s so stated name. We do know that Deputy Sheriff F. M. Pugh was Felix M. Pugh. The coroner, D. C. Newman was in fact Dr. Dewitt Clinton Newman. W. O. Dutton was Dr. Willard Oliver Dutton. J. L. Smith of Chattaroy, Dr. James L. Smith. Fenton was prosecuting attorney James E. Fenton. Just something to note.

Further Reading: Illustrated History of Spokane County — 1900.

The link below connects to a Washington State government page from which a PDF copy of the above noted book can be downloaded. According to the State librarian, this book “deals with the settlement of Eastern Washington and the development of the Spokane area as a center of commerce. It describes Spokane’s early schools, government, and extensive system of fraternal and charitable organization. The last portion of the book supplies biographical sketches of the County’s earliest and most prominent residents.”

[Illustrated history of Spokane county | WA Secretary of State](#)

Queuing Up for the Clayton ♦ Deer Park Historical Society's Latest Vintage News & Gossip.



... regarding Clayton's Dr. H. W. Searight ...

Just in case you missed it, here's a bit of news from the September 12th, 1912, edition of the *Clayton News-Letter*. Under the editorship of Francis M. Corbell, the *News-Letter* had begun publication just one month prior, on July 18th. A link to an article in this society's prior newsletter, the *Mortarboard*, recalls our society's discovery and recovery via digital media of all currently known copies of the newspaper — the last being dated August 29th, 1913 — will be pasted below. A scattering of more data regarding the *Clayton News-Letter* can be found in a prior copy of this newsletter, *Letters/Brickbats* #11 — a link to said also pasted below.

"Dr. H. W. Searight, a practicing physician, formerly a resident of this town, is coming back after an absence of about two years. The people of Clayton and surrounding country will be glad, indeed, to have the doctor again with us, as his practice while here gave the entire satisfaction, and they all realize the convenience of a resident physician."

"There are physicians in the neighboring towns, of course, in whom they have implicit confidence, but a condition which compels a man to drive eight or ten miles for a doctor every time baby gets a belly ache or go himself

when he wants a dose of pills isn't a pleasant one, but such a condition is to be met in any community where no resident physician exists."

The people of Clayton will have regained an estimable citizen in Dr. Searight and an experienced and trustworthy physician."

And one more notation regarding Dr. Searight, this from the December 24th, 1929, *Spokesman-Review*. *"In failing health for some time with heart trouble, Dr. Howard W. Searight, 72, house physician at the Galax Hotel, was found dead in his room yesterday by Mary McDonald, W911 Gordon. The police were called and Dr. I. S. Collins, deputy coroner, found death due to a heart attack."*

"Dr. Searight had lived in Spokane for the last 15 years and formerly practiced medicine at Clayton. He leaves one daughter, Mrs. Fern Pickett of Ketchikan, Alaska, and a son and daughter in the east."

... regarding Deer Park's high school gym ...

Under the heading *"Team-Work on a Community Building,"* the following appeared in the March 1925 edition of *The American City* magazine (1909 — 1942).

Further Reading.

"The Clayton News-Letter:

How a Society Member Obtained the Classic Clayton Newspaper's Entire Run for Our Image Archive."

— by Wally Lee Parker —

Mortarboard #113, September, 2017 — page 1537 — *Collected Newsletters, Volume 32.*

https://cdphs.org/uploads/3/4/2/0/34204235/newsletter_113_web_1.pdf

"The Life of Louis James Bowler, Editor of Clayton's First Newspaper, the Clayton Critic."

— by Wally Lee Parker —

Letters/Brickbats #11, February 9, 2025 — page 110 — *Collected Newsletters, Volume 2.*

https://cdphs.org/uploads/3/4/2/0/34204235/letters_brickbats_newsletter_011.pdf



SCHOOL GYMNASIUM AND COMMUNITY HALL IN DEER PARK, WASH.

Above image from the March 1925 edition of The American City magazine.

“Deer Park, Wash. — At a considerable sacrifice on the part of its 1,400 inhabitants, Deer Park had for years maintained a four-year accredited high school for the young people of its own and the surrounding community, giving them the best obtainable in educational advantages, but realizing that they were hampered in their growth by the lack of a gymnasium and community hall. Bonds could have been voted had not the district already nearly reached its limit. At last a solution was found. The local Athletic Association offered to issue 5 percent bonds in \$25 denominations to the amount of

\$7,500, and after selling these buy a site and erect a building, then in turn rent this building to the school district for a reasonable sum, which, added to what the building might earn from other sources, would be sufficient to retire the bonds in a period of ten years, when the building would become the property of the school district.

“During the construction the manual training class of the high school dug trenches, mixed concrete, nailed sheeting and, in fact, did a tremendous amount of work. When the roof was ready for shingles, the entire town turned out, and 66,000 shingles were put on the roof in

Further Reading.

“After 92 Years Deer Park’s Community Hall is No More: Looking Back to the Beginning.”

— by Wally Lee Parker —

Mortarboard #104, December, 2016 — page 1385 — Collected Newsletters, Volume 29.

https://cdphs.org/uploads/3/4/2/0/34204235/mortarboard_issue_104_doublepage_web_.pdf

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one day by the citizens. About a hundred persons actually performed work on the building. An excellent dinner was prepared by the ladies.

"Since completion, the building has been the scene of many a happy gathering, both for school and for community purposes. At a recent carnival sixteen different organizations of the town and surrounding country were represented by booths or exhibits, and nearly \$300 was realized to apply on the bonds. Nearly every voter in the district is a bond holder and therefore a booster for the building, and the financial success of the undertaking seems assured. The building is serving its purpose, and one can easily see why TEAMWORK is spelled with capital letters in Deer Park.

"L. C. McMahan.

"Superintendent of Schools."

See the *Further Reading* box on the prior page for a detailed history of Deer Park's Community Hall and high school gym, including the story of the building's demise.

Comments, corrections or further conversations regarding the contents of these newsletters are welcomed. Contact data is provided in the Society Contacts box below, plus there's a means of sending notes to the society on our website.

Proofreaders Wanted!



As usual, this newsletter's editor is in semi-desperate need of proofreaders. A draft of each pending issue in both PDF and Microsoft Word format will be forwarded to each volunteer. The PDF is the complete magazine in galley format. The Word copy will include all the text found in the issue. Proofreaders can use either or both of these formats, whichever they feel most comfortable with. Email the editor for more details, or to sign up.

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