

CFR 1001

Gifford H. Parker

COORDINATE WITH BAKER CO. HIST. SOC.?

CFR1001

APPLICATION FOR CENTURY FARM HONORS

Deadline for filing application - May 1, 1990

Please type or print:

Redacted for Privacy tel. [Redacted]

Your name (Mr., Mrs., Ms.) Gifford H. Parker

Your address [Redacted for Privacy]

Street, Route, or Box City ZIP Code

Location of Farm [Redacted for Privacy] Union
Address County

To qualify as a Century Farm, a farm must have no fewer than 10 acres with a gross income from farm use of not less than \$500 per year for three out of the five years immediately preceding application for Century Farm honors. Does your farm meet this qualification? yes

Name of family member who was founder or original owner of farm Lorenzo S. Kelsey

Founder gained ownership of farm in (Year) 1888 ATTACH VERIFYING DOCUMENTATION. (see rule 9)

Founder came to Oregon from Tooele, Utah

Who farms the land today? Gifford H. Parker

Relationship to original owner Grandson

Are any of the original buildings still in use? yes If so, which ones?
12x14 rough board cabin . now used as a storage shed

If you know crops or livestock raised on farm one hundred years ago, please list:
Irrigated pasture, some times sold to others for so much per head per day
generly pastured own cattle

What do you raise on the farm today? Irrigated Pasture which also sell to others for so much per head per day

How many generations live on the farm today? one Please list names:
Gifford H. Parker

Do you declare that the statements made above are accurate and correct to the best of your knowledge? yes

PLEASE RETURN FORM TO:

Gifford H. Parker
Signature of Owner

Century Farm Program
Oregon Historical Society
1230 S.W. Park Avenue
Portland, Oregon 97205

Union

STATEMENT FORM

I, Gifford H. Parker, hereby affirm
(print name)

and declare that the farm which I own at Redacted for Privacy
(full address)

Redacted for Privacy in Union County,

shall have been owned by my family as specified in Rule 2 of the
RULES FOR 1990 CENTURY FARM PROGRAM for at least one hundred years by
no later than December 31, 1990.

Gifford H. Parker
Gifford H. Parker
Signature

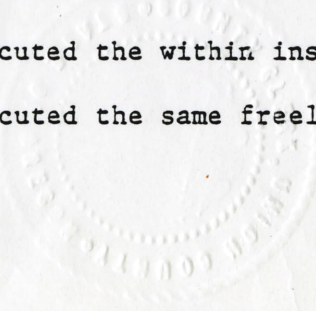
- - - - - Acknowledgement (for use of Notary Public) - - - - -

STATE OF OREGON

County of Union

BE IT REMEMBERED, That on this 30th day of October,
19 89, before me, the undersigned, a Notary Public in and for
said County and State, personally appeared the within named
Gifford H. Parker

known to me to be the identical individual described in and who
executed the within instrument and acknowledged to me that he
executed the same freely and voluntarily.



In Testimony Whereof, I have hereunto
set my hand and affixed my official
seal the day and year last above written.
R. NELLIE BOGUE HIBBERT, COUNTY CLERK

R. Nellie Bogue Hibbert
Notary Public for Oregon

Commission Expires _____

Enclose is a copy of 1988 income from sale of grass or pasture
for cattle which sell for so much A head per day.

The words Rents Received are used for income tax purposes only

The sum of \$ 5,636.64 was for sale of grass from the land I am applying for
Century Farm , plus about 70 acres I own bordering Century Farm which would make
Century Farm income about one third of \$5,636.64 or \$1,878.88

Sign

Gifford H Parker

State of Oregon to Lorenzo S. Kelsey.

Recorded

Sept 7. 1888

Ad. Neill

Collect

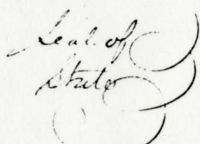
By D. H. McBride

Deputy

State of Oregon

In Consideration of Forty four and 1/100 Dollars paid to the Board of Commissioners for the sale of School, University and other State Lands the State of Oregon does hereby grant bargain sell and convey unto Lorenzo S. Kelsey his heirs and assigns the following described State lands situate in Union County Oregon, to wit: The South West quarter of North West quarter of Section Thirty one Township six South Range thirty nine East of the Willamette Meridian containing 35.29 acres. To have and to hold the said premises with their appurtenances unto the said Lorenzo S. Kelsey his heirs and assigns forever

Witness the seal of the State affixed this 4th day of September 1888



Sylvester Penoyer Governor
Geo. W. McBride Secretary
H. W. Webb Treasurer

State Records of Deeds Book 3 page 645.

Charles J. Seghers Arch Bp to Wm H. Gross Arch Bp.

Recorded

Sept 13. 1888

Ad. Neill

Collect

By D. H. McBride

Deputy

Know all Men by these Presents, That whereas Francis Norbert Blanchett of the City of Portland Oregon, late Arch Bishop of the Diocese of Oregon City, (which Diocese included the Territory of the State of Oregon) did during the period of time that he was such Arch Bishop of the said Diocese, purchase, take, receive and hold the legal title of a large number of lots and blocks, and Real estate, situated in a large number of the Counties of the State of Oregon, for the use and benefit of the Roman Catholic Church; and whereas the said F. N. Blanchett, Arch Bishop as aforesaid, did duly incorporate and form a Corporation, under and in pursuance of the laws of the State of Oregon, under the Corporate name of "The Roman Catholic Arch Bishop of the Diocese of Oregon" for the purposes specified in the said articles of incorporation, and in order to fully vest the legal title of all said Church property held by him in the said Corporation, so formed, to be held by his successors and assigns forever, the said F. N. Blanchett, Arch Bishop as aforesaid, did by a Deed of Conveyance dated the 3rd day of



Oregon Historical SOCIETY

1230 S.W. PARK AVENUE, PORTLAND, OREGON 97205

503 / 222-1741

CABLE / HISTORE

CENTURY FARM PROGRAM

March 13, 1990

Mr. Gifford H. Parker

Redacted for Privacy

Dear Mr. Parker:

Thank you for returning the application for Century Farm Honors for the historic **Lorenzo S. Kelsey Farm**.

We have reviewed your application and find that all the information you have provided is complete and correct to qualify your farm for Century Farm status. Please accept our congratulations!

The awards will be presented in the summer of 1990, and you will be notified of the time and place of the presentation ceremony as soon as this is determined. Whenever possible, we try to coordinate the presentation with a county historical society program. If we are unable to arrange such an event, we will mail the certificate to you or have it available here for you to pick up.

Please do not hesitate to call on me anytime for further information, and thanks for your interest in the Century Farm Program.

Sincerely,

Ron Brentano
Coordinator, Century Farm Program

P.S. I am taking the liberty of enclosing some information concerning membership in the Oregon Historical Society. Because of your interest in history, I think you would really enjoy learning more about the programs, events and services provided by the Oregon Historical Society statewide. On behalf of our 8000+ members, I sincerely invite you to join us!

ple survives that "the demurrer shall distinctly specify the grounds of objection to the complaint," and the statute contemplates but one demurrer to a pleading, and objections not specified therein are waived unless they go to the jurisdiction of the court or to the point that the facts stated do not constitute a crime: Section 1499, L. O. L. It follows that the filing of the demurrer in the Justice's Court waived the objections sought to be raised by the second demurrer, and it was then too late to bring them into the record, for which reason the Circuit Court did not err in striking it from the files: *State v. Mack*, 20 Or. 234 (25 Pac. 639); *Byers v. Ferguson*, 41 Or. 77 (65 Pac. 1067, 68 Pac. 5).

It is also contended that the court erred in overruling defendant's objection to the admission of evidence, for the reason that the complaint is insufficient. There is no bill of exceptions in the record, and so this question is not properly before us, but if it were, what has been said as to the other assignments would dispose of it also. The judgment should be affirmed, and it is so ordered. **AFFIRMED ON REHEARING.**

Argued October 31, affirmed December 19, 1916.

PARKER v. KELSEY.*

(161 Pac. 694.)

Gifts—Evidence—Parol Gift of Land.

1. Evidence in a suit to quiet title held sufficient to support a finding that plaintiff's father made a parol gift of the land in question to his daughter during his lifetime.

[As to conveyances which must be regarded as gifts, see note in 65 Am. St. Rep. 798.]

*The question as to whether a parol gift is a conveyance is discussed in a note in 67 L. E. A. 461.

On adverse possession by donee under parol gift, see note in 35 L. E. A. 836. **REPORTER.**

Gifts—Parol Gift of Land—Statutes.

2. Under Section 804, L. O. L., providing that interests in land cannot be created or transferred except by operation of law, or by an instrument in writing, a mere parol gift of realty will not of itself pass title.

Adverse Possession—Requisites—Effect.

3. Continuous adverse possession of land for ten years under a claim of title is sufficient to pass to the possessor the fee-simple estate.

Adverse Possession—Requisites—Parol Gift.

4. A parol gift of land is sufficient to inaugurate adverse possession.

Adverse Possession—Effect—Extent.

5. Where plaintiffs claim by adverse possession inaugurated by a parol gift of land, they may obtain title to the portion actually inclosed only.

From Union: JOHN W. KNOWLES, Judge.

In Banc. Statement by MR. JUSTICE BURNETT.

This is a suit by Violet Parker and Thomas H. Parker, her husband, against Grace Kelsey, widow and executrix of the estate of L. S. Kelsey, deceased, and others, to quiet title to a certain quarter-section of realty in Union County. The complaint alleges that she is the owner in fee simple of the land, and that since the year 1900 she and her husband have been in the continuous, exclusive, visible, open and notorious adverse possession of the tract under assertion of right claiming at all times to own the same as against the whole world.

A demurrer to the complaint was overruled, and the defendants who appeared filed an answer denying all the allegations of ownership in the plaintiffs. That pleading also recites, in substance, that Grace Kelsey is the surviving widow, and that Violet Parker together with certain defendants are daughters of L. S. Kelsey, deceased; that he made a will devising all his real property to his own children and those of a deceased daughter subject to a life annuity of \$1,500 per annum to his widow; that at the time of his death the

decendent was the owner in fee of the land in question; and that they deraign title thereto by virtue of his will.

The reply traverses all the new matter of the answer. After hearing the testimony and argument of counsel, the Circuit Court entered a decree quieting the title of the plaintiff Violet Parker to all the land inclosed by her, being the entire quarter, except perhaps five or six acres lying outside her fences. The defendants appeal. AFFIRMED.

For appellants there was a brief and an oral argument by *Mr. Charles H. Finn*.

For respondents there was a brief over the name of *Messrs. Crawford & Eakin*, with an oral argument by *Mr. Thomas H. Crawford*.

MR. JUSTICE BURNETT delivered the opinion of the court.

There is no contention in the testimony but that the plaintiffs, Violet Parker and her husband, have been in continuous possession of the premises since about February or March, 1899; that they have inclosed the same, farmed them either by themselves or by tenants every year, and, finally, that in 1913, shortly before the accidental death of her father, they built a small house and shed thereon. It is agreed, also that the plaintiffs have paid the taxes on the property every year since 1899. They base the title of Violet Parker on a parol gift of the land made to her by her father in the early spring of 1899, coupled with her entry thereupon in pursuance of the gift, and continuous adverse holding of the same until the present time. The only writing involved is a letter written by L. S. Kelsey to the plaintiff Violet some time in February

or March, 1899, and delivered to her by her sister at the direction of the writer. It is here set out:

“Violet—Dear Daughter:

“If Harry [husband] wants to go farming, I will make you a present of the forty acres of land that I bought of Will Tanner, and if that is not enough, I will rent him some more land, but I think he had better run the post office this summer—as you would have to build a house on the land and fix it up.

“Your Loving F. [Father],
“L. S. KELSEY.”

The plaintiff Violet testified:

“Well, I accepted the land in 1899 when my father gave it to me, and in 1900 I fenced—put a partition fence between his place and mine, his 40 acres joining and mine.”

She stated that she and her husband farmed the land, kept up the ditches and fences, and in the spring of 1913 built a house and shed upon it; that she never paid any rent for it, but leased it to others part of the time, and otherwise she and her husband cultivated it themselves, using the crops and the rents for their own purposes; and that her father never claimed the land from her.

Laura Goff, her full sister, testified:

“Why my father always said that it was my sister’s land; that he gave it to her, and he would be willing at any time to give a deed, if my stepmother would sign it, but he said she never would talk about signing it. He says, ‘The land is hers, and it is hers while I live,’ and he says, ‘I will fix it when I die, that it will be hers afterward.’ ‘Why,’ he says, ‘she don’t need to worry about a deed at all, because,’ he said, ‘the land will be always hers.’”

Lane Goff, the husband of Laura Goff, deposed that he contemplated buying the tract and inquiring of

Kelsey asked if it would be possible for him (Goff) to get the title to the land if he bought it, and he goes on to say (speaking of Kelsey):

"And he said that he could not give any better title than she had [referring to Violet]; that his wife refused to give a deed. And he says: 'Well, it is her land and doesn't belong to me.' He says, 'It is her land, and belongs to her while I live, and when I die I will fix it so it will be hers then [meaning Violet].'"

Goff also narrated as a witness that he contemplated running a ditch to his own land situated below the premises in question, and that Kelsey told him he could survey a ditch through on his land, but that when he made the survey he found that a ditch there would not accomplish his purpose. In another interview with Kelsey, as the witness states:

"He says, 'You had better go and see Violet, and see if you can get a right of way through her, and that will put your ditch high enough, so you can get over the hill, or the place you want to get over'—a low place in the hill. And so I did. I went up and saw Mrs. Parker, and arranged with her for a right of way for the ditch, which she gave me, and I drew up a contract, and paid her for the right of way; gave her \$50 for the right of way for the ditch."

Ed Carnes applied to Mr. Kelsey to lease the tract in question and another 40 immediately east of the same. Speaking of Kelsey, the witness says:

"And I went to him and I wanted to rent the land, and he says: 'I'll rent you my part of it, and you will have to see Mr. Parker. I give that to my daughter.' He says, 'You can rent it from him, I think.' And I saw Mr. Parker and rented it, and also Mr. Kelsey's."

George Carnes went to Kelsey and tried to buy four acres in the southwest corner of the disputed tract. He imputes this language to Kelsey:

"'Well, I don't know, George.' * * He studied a little while, and he says, 'No, I can't sell it because I deeded it to Violet Parker.' And he says, 'You go to her, and if she wants to sell four acres, it is all right with me.'"

Grant Dalton owned an irrigation ditch crossing the tract. He says that Mr. Kelsey told him that Mrs. Parker was going to shut the water off if he did not put in the boxes and fix the bridges up on the land. He said that Mrs. Parker owned it, and that she was going to shut the water off if he did not fix the hog gaps and the bridge. H. A. Monday says he sought to buy the land of Kelsey in March or April, 1913, and that the latter replied that he could not sell it to him; that he gave it to Violet when she was married. In 1907 or 1908 Sam Carnes applied to Mr. Kelsey to buy the land, but was informed by him that it belonged to the Parkers. C. Olsen testified that he was employed by the Parkers about 1899 or 1890 in putting in crops on the land; that during the time he was at work Kelsey came to him and told him that he had given that 40-acre tract to his daughter, Mrs. Parker. Chris Peterson applied to Kelsey for leave to conduct an irrigation ditch through the premises, but was referred by him to Mrs. Parker. The testimony for the defendants, who have appeared in the case, comes entirely from the widow and her children by Kelsey's second marriage and the husband of one of her daughters. Charles Hutchinson, the son-in-law, testified, in substance, that some of the daughters by the second marriage reported to Kelsey that Violet had made a claim that she could hold the land by virtue of a tax title, and that after consulting an attorney her father made the statement that she could not hold the land by tax title or any other way; further,

that somewhere about 1910 Kelsey said that he himself would put in the claim for water on the land to be adjusted by the water board; and, lastly, that some time in 1912 Kelsey said to his wife: "Dearie, your head was level when you would not sign that deed." Mrs. Kelsey says that in 1899 she had a conversation with her husband about the land. She goes on to state:

"I asked Mr. Kelsey if he meant to deed the land, and he said, 'Yes.' I said, 'You can't do that, because I won't sign the deed.' He says: 'Oh, yes; we will give them the land.' And I said, 'In justice to them all, you have—'" (interruption by counsel). And she continued: "That he would have to give them all 40 acres of ground, and I said, 'If you do that, with the large family we have, you and I will be in the poor-house.'" * * He said, 'Well, we will let them have the use of the land until they get started.' Presumably they never got started."

She reported that, when Mr. Kelsey came home from putting in the claim for the water right before the water board, he said:

"That shyster was there to put in a claim for that land.' I says, 'Did you allow him to do so?' He says: 'No, I didn't; I told him I would tend to my own water rights.'"

She also said that about the year 1910 her husband said that they (referring to the Parkers) did not own the land; that he would take care of the ditch rights, would enlarge the ditch if he wanted to; and that it would be a joke to pay damages through his own land. Again, she makes this statement in answer to a question about what Kelsey said concerning his intentions:

"Well, there was one day we were riding by the premises in question, and he called my attention to

the poor crop on the ground, and he said, 'I have a notion to sell the land,' as someone had wanted to buy it of him, and he said, 'It is practically cut off from what we already own, as we have sold Luther, and, for all Mr. Parker gets out of it, it doesn't make him much good.' I says, 'There would be a powwow in the Parker family if you speak about selling it,' and he says, 'I guess I will do as I choose. They don't own it yet.' He says, 'If we don't sell it, Violet can take it as her share when it comes to a settlement.'"

Maud Hutchinson, a married daughter, of the second group of children, testified about telling her father that Mrs. Parker had said:

"When Luther gets his breaking done, I'll swing my fence around it and take it in."

And that her father said:

"Violet had better be satisfied with what she is getting out of the land. If she gets too smart, she won't get that."

She says that Mr. Goff told Kelsey that Parker wanted some damages for enlarging the irrigation ditch across the premises, and that her father replied, "You don't have to pay any damages." And he said, "I own the land." Other members of the second set of children narrate their concurring versions of these different occurrences mentioned in the testimony for the defendants. Ethel Forsstrom speaks thus of what her father said:

"Well, when Mr. and Mrs. Parker were first married, his intention was to give them the land, and mother would never sign the deed, and later years I have heard him say he was thankful that she never signed the deed to the land; that, if she had of, he would have trouble getting his ditches through; otherwise the land belonged to him and he could do as he liked."

The fact that Kelsey had two sets of children and a second wife gives a pronounced coloring to the whole transaction and largely explains his statements to his wife and the younger members of the family. The testimony for the plaintiff comes mostly from disinterested witnesses. On the other hand, whatever effect may be given to it, the evidence for the defendants is from sources directly interested in the result. The fact stands undisputed that the plaintiffs have been in continuous possession of the property since 1899; that they have inclosed it, separating it from the lands of Kelsey; that they have paid the taxes on it continuously; that they have cropped it every year, either in person or by their tenants, and have never paid any rent.

1. The preponderance of the testimony is to the effect that Kelsey did everything he could to effect a gift of the property to his daughter by the first wife except to actually make a conveyance of the same, and this he would have done but for the fact that his wife refused to sign the deed. From her own lips come the expressions of his intention to give the land to the plaintiff Violet. This also is indicated by the statement of Mrs. Forsstrom. The very capable circuit judge who heard and saw the witnesses had far better opportunity to estimate the effect and value of the testimony or their statements than we who have only the paper recital before us. A careful reading of the entire record convinces us that his conclusion on the facts was right.

2. It is unquestioned that the mere parol gift of realty will not of itself pass title; for it is said in Section 804, L. O. L.:

"No estate or interest in real property, other than a lease for a term not exceeding one year, nor any

trust or power concerning such property, can be created, transferred, or declared otherwise than by operation of law, or by a conveyance or other instrument in writing, subscribed by the party creating, transferring, or declaring the same, or by his lawful agent, under written authority, and executed with such formalities as are required by law."

3. On the other hand, it is a rule of property in this state that continuous adverse possession of land for ten years under a claim of title is sufficient to pass to the possessor the fee-simple estate. This effect is worked out by "operation of law" in harmony with the language of the statute just quoted: *Caulfield v. Clark*, 17 Or. 473 (21 Pac. 443, 11 Am. St. Rep. 845); *Dunnigan v. Wood*, 58 Or. 119 (112 Pac. 531); *Stout v. Michelbook*, 58 Or. 372 (114 Pac. 929); *Parker v. Wolf*, 69 Or. 446 (138 Pac. 463).

4. The pivotal point in this case is whether a parol gift of the land is sufficient to inaugurate adverse possession. The rule is stated thus in 2 C. J., p. 150, § 267:

"Possession of land by a donee under a mere parol gift, accompanied with a claim of right, is adverse as against the donor, and if continued without interruption for the statutory period is protected by the statute of limitations and matures into a good title. The statute of frauds does not prevent one from entering and claiming under a parol gift and acquiring title by adverse possession. That such a parol gift conveys no title and operates only as a mere tenancy at will capable of revocation or disaffirmance by the donor at any time before the bar is complete is immaterial; it is evidence of the beginning of an adverse possession by the donee which can be repelled only by showing a subsequent recognition of the donor's superior title, or by the donor reclaiming or reasserting his title. * * *"

The following precedents teach the doctrine enunciated in the text quoted: *Lee v. Thompson*, 99 Ala 95 (11 South. 672); *New Haven Trust Co. v. Camp*, 83 Conn. 360 (76 Atl. 1100); *Studstill v. Wilcox*, 94 Ga. 690 (20 S. E. 120); *Stewart v. Duffy*, 116 Ill. 47 (6 N. E. 424); *Wilson v. Campbell*, 119 Ind. 286 (21 N. E. 893); *Albright v. Albright*, 153 Iowa, 397 (133 N. W. 737); *Delano v. Air*, 157 Ky. 369 (163 S. W. 216); *Wheeler v. Laird*, 147 Mass. 421 (18 N. E. 212); *In re St. Louis Register Title*, 125 Minn. 484 (147 N. W. 655); *Davis v. Davis*, 68 Miss. 478 (10 South. 70); *Allen v. Mansfield*, 108 Mo. 343 (18 S. W. 901); *Tippenhauer v. Tippenhauer*, 158 Ky. 639 (166 S. W. 225).

Although he knew the plaintiffs were claiming title and were exercising notorious acts of ownership over the property, he took no steps whatever to rescind his gift. His statements to his wife and members of his younger family are not shown to have been brought to the attention of the plaintiffs, and would not constitute a rescission of the gift. They have a strong flavor of being made to placate the wife and her children and amounted to mere bluff. He never did nor said anything to the plaintiffs indicating any intention to carry into effect what he is reported by the defendants' witnesses to have said on the subject. It is not necessary to constitute adverse possession that it should have begun in an act of hostility against the former owner. By his own doing he may give impulse to that condition. Indeed, when a man of his own free will conveys land to another, he himself starts the condition of adverse claim in favor of the other party.

5. The decree quieted the title of the plaintiff Violet Parker only to what land was within her inclosure. This was correct, for, without any instrument contain-

ing words of present grant indicating the exact termini of the holding, the plaintiffs were without the conventional color of title to support their claim to anything more than that which they actually occupied. Besides this, they have not appealed from the decision of the Circuit Court. There is no error in the record either of fact or of law.

The decree is affirmed.

AFFIRMED.

Argued May 26, reargued September 15, reversed December 5, rehearing denied December 21, 1916.

SORSBY v. BENNINGHOVEN.*

(161 Pac. 251.)

Municipal Corporations—Streets—Injuries to Persons upon—Speed of Motor Vehicles.

1. Under Motor Vehicle Law (Laws 1911, pp. 266, 267), Section 2, subdivisions 11 and 17, declaring that in passing railroad or street-cars motor vehicles shall be operated upon that side of the street or railroad car with due care and caution for the safety of passengers alighting or descending, but should there be on the left side of the street or railroad car a clear space, motor vehicles shall be permitted to so increase their speed for the necessary distance to negotiate a safe clearance between the street or railroad car and the vehicle desiring to pass, which such speed shall not be deemed excessive, having due regard to the speed of the railroad or street-car, and that the speed on all streets and highways shall be a reasonable speed up to and not exceeding 25 miles an hour, but any speed beyond that shall be unreasonable, it is not negligent for a motorist in passing a street-car where there is a clearance to drive his car at any necessary speed up to 25 miles an hour.

Municipal Corporations—Injuries to Persons on Streets—Negligence.

2. A motorist for the purpose of passing a street-car increased the speed of his vehicle so that he was proceeding at a speed estimated as

*For authorities discussing the question of law governing automobiles, see comprehensive note in 1 L. E. A. (N. S.) 216; 4 L. E. A. (N. S.) 1130.

The question as to whether speed of automobiles on public streets is negligence, see notes in 25 L. E. A. (N. S.) 40; 38 L. E. A. (N. S.) 488. Upon the question of reciprocal duty of operator of automobile and pedestrian to use care, see notes in 38 L. E. A. (N. S.) 487; 42 L. E. A. (N. S.) 1178; 51 L. E. A. (N. S.) 990.

REPORTER.

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR UNION COUNTY

39/85

IN THE MATTER OF THE ESTATE OF) ORDER APPROVING FINAL ACCOUNT
VIOLET PARKER, Deceased.) AND DIRECTING DISTRIBUTION
----- #5049

This matter coming regularly on for hearing this 23rd day of May, 1967, upon the final account and report of the First National Bank of Oregon, executor of the above entitled estate, and it appearing to the court and the court finding as follows:

That the executor filed its final account and report herein and the court heretofore fixed the 15th day of May, 1967, at 10:00 a.m. as the time for the hearing thereon; that as appears from the affidavit of publication on file herein, notice of hearing on said final account was published in the LaGrande Observer, a newspaper of general circulation printed and published at LaGrande, Union County, Oregon, on April 21st and 28th, and on May 5th and 12th, 1967; that no objections have been made to said final account and report and that as appears from the affidavit of Edwin H. Boles, Trust Officer of said executor, a copy of said notice was mailed more than twenty days prior to the date hereof, and

It further appearing that the executor has paid all taxes, both state and federal, including inheritance, estate, and income taxes, and appropriate receipts and releases are now on file herein,

And it further appearing that the names, ages and places of residence of the heirs at law, devisees and legatees of the decedent are as follows:

Gifford Parker, son of the decedent, over 21 years of age, residing at North Powder, Oregon;

Louise Dodson, daughter of the decedent, over 21 years of age, residing at Vale, Oregon;

Don Dee Dodson, grandson of the decedent, over 21 years of age, residing at North Powder, Oregon;

And it further appearing that all claims filed against the estate have been paid except the costs and expenses of administration, executor's fees and attorney's fees, and that said final account and report appears to be regular in all respects and that the estate is in a condition to be closed and the assets thereof distributed, and

It further appearing to the court that since there are insufficient liquid assets to pay the remaining costs and expenses of administration, the interested parties have agreed that from the remaining cash on hand, the executor pay the full amount of the executor's fee, (heretofore determined by this court to be the sum of \$2,613.69), and pay the remainder of cash on hand to Banta, Silven & Young, in reimbursement of expenses advanced by said firm (\$68.96 as per the final account, but additional expenses since said date being payment of cost of publication of final notice, \$15.08 and payment of cost of certified copy of order from County Clerk, 80 cents, making a total due said firm for reimbursement of expenses, \$84.84), and to apply upon attorney's fees fixed and allowed by prior order of this court in the amount of \$3,098.73, and that to the extent said remaining cash is insufficient to pay the amount of said attorney's fees, said Gifford Parker and Louise Dodson have agreed to assign payments under certain real estate contracts to said attorneys, to continue until said fee is fully paid, and that therefore this estate is ready for closing although said

attorney's fees will not be fully paid at the time of distribution, and the court being fully advised in the premises,

NOW, THEREFORE, it is CONSIDERED and ORDERED that the final account and report of The First National Bank of Oregon, executor of the above entitled estate should be and the same hereby is in all respects approved, and

It is further CONSIDERED and ORDERED that the executor shall from the cash remaining on hand, pay its said executor's fees, reimburse said attorneys for expenses advanced on behalf of this estate, and pay the remaining cash on hand to said attorneys to apply upon attorney's fees, and

It is further CONSIDERED and ORDERED that the remaining assets of the decedent shall be forthwith distributed as provided in the last will and testament and codicils thereto, of the decedent, to-wit:

- (a) Unto Louise Dodson the real property described in the inventory as Tracts A and I:

All that part of the $E\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$ Sec. 11, Twp. 6 S., R. 39, E., W.M., lying and being westerly of the Old Oregon Trail in the county of Union and State of Oregon

$N\frac{1}{2}NW\frac{1}{4}$ of Section 14; the $N\frac{1}{2}NE\frac{1}{4}$ of Sec. 15; and the $S\frac{1}{2}SE\frac{1}{4}$ of Sec. 10; all in Twp. 6 S., R. 39, E., W.M.; Subject to easements and rights of way for roads, ditches, and utilities as same appear of record or exist, in the County of Union and State of Oregon.

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(b) Unto Gifford Parker the real property described in the inventory as Tracts B and C:

$NE\frac{1}{4}SW\frac{1}{4}$ and $N\frac{1}{2}SE\frac{1}{4}$ Sec. 36, Twp. 6 S., R. 38, E., W.M., subject to roads as same may now exist, in the County of Union and State of Oregon, a small portion of the $NE\frac{1}{4}SW\frac{1}{4}$ said Sec. 36 is in the County of Baker, and State of Oregon.

$NW\frac{1}{4}SW\frac{1}{4}$ of Sec. 31, Twp. 6 S., R. 39, E., W.M.; excepting the south 240.48 feet thereof as conveyed to the Oregon State Highway Commission June 22, 1959

(deed book 142 page 371); which deed reserves to Violet Parker, her heirs and assigns, a roadway easement 20 feet in width along the northerly boundary of the land so conveyed to the Oregon State Highway Commission. Also the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Sec. 31, excepting a parcel of land 660 feet square out of the SW corner thereof as conveyed to Gifford H. Parker and wife by deed recorded in Book 147 page 188, deed records of Union County, Oregon. Subject to roads as may now exist.

- (c) Unto Louise Dodson and Gifford Parker, an undivided one-half interest to each, the following:

Commencing at the most southerly corner of Lot 8 in Block 5 of the Town of North Powder, Union County, Oregon, and running thence northwesterly along the southwesterly line of said Lot 8 a distance of 100 feet; thence at right angles northeasterly 20 feet; thence at right angles southeasterly 100 feet to the southeasterly line of said lot 8; thence southwesterly 20 feet to the point of beginning.

Lot 12 in Block 31 of the Town of North Powder, County of Union, State of Oregon.

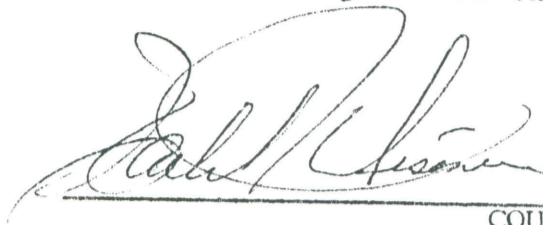
Agreement dated December ____, 1965, between the executor as seller, and John Hand and Lenorah Hand, husband and wife, covering the sale to the said Hands of the real property described in the inventory as Tract F, being Lots 6 and 7, Block 28, of North Powder, Union County, Oregon.

Agreement dated August ____, 1965, between the executor as seller, and B. W. Coles and Minnie B. Coles, husband and wife, covering the sale to the said Coles of the real property described in the inventory as Tract G, being the northwesterly 150 feet of Lot 6 in Block 26 of the town of North Powder, County of Union and State of Oregon.

- (d) All the rest, residue and remainder of the estate of the decedent of every kind and nature unto said Louise Dodson and Gifford Parker an undivided one-half interest to each

And it is further CONSIDERED and ORDERED that upon filing of appropriate receipts herein disclosing distribution of said remaining cash on hand that this estate shall thereupon be

deemed closed and the executor discharged from the duties of its trust.



COUNTY JUDGE

STATE OF OREGON {
County of Union } SS

R. Nellie Bogue Hibbert County Clerk and Ex-Official
Clerk Of the County Court of Union County, State
of Oregon, do hereby certify that the foregoing copy of
Order Approv. Final A/c
Un. Co. Probate No 5049

_____ has been compared by me with the original, and
it is a correct transcript therefrom, and of the whole of
such original order as the same appears
on file in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the seal of said Court this 11th day of
Oct A.D. 1989

R. Nellie Bogue Hibbert, County Clerk
By [Signature] Deputy

OREGON CENTURY FARM AWARDS 1990

The ANDERSON ranch near Haines has been in the family since 1883. The present owner, David Anderson is the great grandson of the original owner, Frank Anderson and the crops raised are much the same as they were then.

The ELLIOTT ranch was filed for in 1882 and finally deeded to Sebird Wilson, grandfather of Harry Elliott in 1885 and has been in continuous ownership by the family ever since.

The original owner of the BAUMEISTER farm, J.B. MURRAY was a distinguished pioneer and employee of the Hudson's Bay Company in Canada before he moved to the Unity area. He gained ownership of his ranch in 1881 and is the great, great grandfather of Rowena Baumeister.

The grandfather of GIFFORD PARKER, was the original over of the PARKER ranch which is located in North Powder and has been in the family since 1888. It is being honored in Baker County because this is the business center for Mr. Parker.

BAKER COUNTY HISTORIC LANDS

The CROW land is located on Crow Lane in the Halfway area. There is still an old woodshed left from the original buildings. Today, Mrs. Juanita Crow lives on the land.

Susan Skelton-Fleming is the present owner of the property known in Baker City as the Nash house but originally owned by John Geiser. She is the great, great granddaughter of John Geiser.

CENTURY FARM AND HISTORIC LAND AWARDS

OCTOBER 20, 1990

Mistress of Ceremonies: Colleen Brooks
President, Baker County Historical Society

Invocation: Ira Butram, Pastor
Victory Tabernacle

Dinner

Introductions

Awards

Ron Brentano, Chief Field Representative of the
Oregon Historical Society

Century Farms designated in 1990

Anderson Farm

Elliott Farm

Baumeister Farm

Parker Farm

Baker County Historic Lands designated in 1990

Crow Farm

Nash Home

Entertainment by Nancy Schumacher

Enclose is a copy of 1988 income from sale of grass or pasture
for cattle which sell for so much A head per day.

The words Rents Received are used for income tax purposes only

The sum of \$ 5,636.64 was for sale of grass from the land I am applying for
Century Farm , plus about 70 acres I own bordering Century Farm which would make
Century Farm income about one third of \$5,636.64 or \$1,878.88

Sign

Gifford H Parker