

EDITORIAL PAGE OF LA GRANDE OBSERVER

An Independent Newspaper.

Published Daily and Weekly at La Grande, Oregon, by the LA GRANDE EVENING OBSERVER PUBLISHING CO. J. D. MEYERS H. B. LEITER CLARKE LEITER President Vice-President Editor and Publisher

Entered at the Postoffice at La Grande, Oregon, as second-class matter.

Address all communications to THE OBSERVER, 1710 Sixth St.

On Sale in Other Cities: Oregon Hotel News Stand, Portland; Imperial News Stand, Portland.

City Official Paper. Leased Wire Telegraph Report of United Press Associations.

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THE WAR OUTLOOK.

Let us not minimize the fact that the United States is on the brink of war with Germany. Today's dispatches are pessimistic. Germany refuses to modify its program of unrestricted submarine warfare. The United States cannot modify its position and maintain its national honor. Such an event as the shelling of a British ship and the killing of an American sailor in violation of the rules of international law may be the spark that will start the explosion.

Let us all realize that if war comes, it will bring upon us all burdens and responsibilities. The expense will be frightful. It will fall upon rich and poor alike. War taxes will be imposed upon food and incomes.

How the United States will proceed if war is declared upon Germany remains to be seen. The first duty will fall upon the navy, to protect American ships and American lives from the menace of the German submarines. The United States will be called upon as a nation to furnish munitions of war. The government will probably have to take over munitions plants and private plants that are now manufacturing supplies for the Allies. An army will no doubt have to be raised to cross over to the continent to fight on the western front.

While we may hope to the last that war will be averted at this writing the situation seems fraught with peril. It almost seems as if there would have to be a world peace in order to keep us out. If war comes, let us make up our minds to do our duty as American citizens. Let us follow the example of the hundreds of thousands of German-Americans, who will loyally support the President and patriotically serve this country against their Fatherland. We predict that if war comes that the native-born Americans will have to strain every nerve to surpass these adopted sons of America in patriotic, devoted service.

Wallowa News Items

L. O. O. F. Held Annual Roll Call Last Night—Town Will Entertain Visiting Pythians Saturday.

Wallowa, Ore., Feb. 6.—The Wallowa Sun says:

On Saturday, February 7, Wallowa will entertain visitors from the Union, LaGrande, Elgin and Enterprise lodges Knights of Pythias.

Last Tuesday night the rank of knight was given a candidate and the local team which will take part in the contest at the district convention put on work very creditably.

The committees on entertainment, arrangements, banquet, etc., made reports of progress and before the day of the convention everything will be ship-shape for the entertainment of the guests. From the present reports there will be something like 300 knights in attendance.

Elgin lodge reports they will come 100 strong or better bringing the famous K. of P. band which won honors at Portland last year at the sovereign grand lodge meeting. As the arrangements now stand a

special train will be run over the branch to accommodate the delegation. The time of its arrival is not as yet settled, but very likely it will arrive about 4 o'clock p. m.

Elgin has the strongest lodge in the district and they are a real live bunch and no doubt will pull off many new and original features which will make a decided hit at this gathering. The third annual roll call of Wallowa Lodge No. 154, I. O. O. F., will be held next Monday evening, February 5. This is one of the big events of the year in the local lodge and every member always makes a special effort to be present on this occasion. Besides the roll call when every member present answers to his name as it is called off there are talks on the good of the order and a program of entertainment. Last but not least, the big banquet is held in the banquet hall where the best eats attainable are piled high on the tables and everyone present enjoys himself to the limit. The membership of the lodge is something over the hundred mark, with better than two-thirds of the members living in or adjacent to town.

There are many women sailors among the Finns and Norwegians.

Standings of Y. M. C. A. Teams.

The standings of the various athletic and gymnastic groups of the Y. M. C. A. are as follows:

Table with columns for Team, W, L, P.C. Rows include Business men's volley ball league, Senior basketball league, High School, Comets, O-W. R. & N., Meteors, Triangle basketball league, Girls physical training class, Junior boys class, Juvvenile classes.

GARDINIERS ARE SUED (Continued from Page One.)

The plaintiffs, for cause of suit against the defendants, complain and allege:

1. That the defendant, S. A. Gardinier, for about four years last past and until May 29, 1916, has been, and since said date defendant Madlin Gardinier claims to be the owner of a part of lots numbered 6 and 7, in block 105, in Chaplin's addition to the city of La Grande, Union county, Oregon, together with the theater building thereon, known and named during all of said time, as the Arcade theater. That said Arcade theater, so located and situated as above, is located on Adams avenue, in said city of La Grande, Union county, Oregon, and adjoins the U. S. postoffice. That by reason of said location, said theater is and has been during the times herein mentioned, located on a prominent and largely traveled street and is and has been in a choice and desirable location for a moving picture and vaudeville theater. That on the 4th day of May, 1913, said defendant, S. A. Gardinier, being the owner of said premises, duly and legally leased, for a period and term ending on the 12th day of February, 1918, said premises and theater, including electric light fixtures and two statutes, to this plaintiff, Peoples Amusement company, a corporation, and that among the terms and conditions of said contract and lease, the said plaintiff, the Peoples Amusement company, a corporation, lessee therein, covenanted and agreed under penalty of forfeiture that it would not sublet said premises nor assign nor sublease without the written permission of the defendant, S. A. Gardinier lessor therein, having first been obtained in writing. That on or about the 9th day of December, 1916, these plaintiffs, Meyers & Leiter, desiring to sublet and sublease the above described premises from the plaintiff, Peoples Amusement company, a corporation, made application to the said company for the same, and that on or about the said date, said Peoples Amusement company, a corporation, and said S. A. Gardinier, entered into a contract wherein and whereby the said S. A. Gardinier agreed to permit the said Peoples Amusement company, a corporation, to sublet the above described premises to these plaintiffs, Meyers & Leiter, said S. A. Gardinier to receive for such action the sum of eight hundred dollars, five hundred dollars of which was to be in cash, the remaining three hundred dollars to be paid to said S. A. Gardinier, as payments were made to the said Peoples Amusement company; and that in and by said contract and agreement, said defendant, S. A. Gardinier, furthermore agreed not to open any opposition house in said city of La Grande, Oregon, in case said premises should be sublet to plaintiffs Meyers & Leiter, during the term of said lease. That thereafter, and on the 16th day of December, 1915, said Peoples Amusement company, a corporation, did sublease and sublet, with the permission and assent aforesaid of said S. A. Gardinier, for a consideration of \$800 to him paid by said Peoples Amusement company, said premises and property to these plaintiffs, Meyers & Leiter. That said sublease and subletting was for a consideration duly paid by plaintiffs, Meyers & Leiter, to said Peoples Amusement company, a corporation, and upon the terms of said original lease between the original parties thereto. That a copy of said instrument in writing, dated December 16, 1915, whereby said premises were sublet and subleased by said Peoples Amusement company, a corporation, to these plaintiffs, Meyers & Leiter, is attached hereto and marked "Plaintiff's Exhibit 'A,'" and by this reference thereto made a part hereof. That plaintiffs, Meyers & Leiter, have in all respects, with the knowledge and assent of defendants, duly and fully complied with all the terms and conditions of said lease, and are now, and ever since the 16th day of December, 1915, have been, in the exclusive possession of said premises and operating the same as a theater, using and showing to the public motion pictures, vaudeville, and other theatrical amusements and acts. That plaintiffs up to Janu-

ary 31, 1917, in said Arcade theater enjoyed a very marked and large public patronage on all days of the week, but that since said date their business has decreased and been interfered with by and through the acts of defendants herein complained of. That at the time said plaintiffs, Meyers & Leiter secured possession of said theater, as aforesaid, the said theater also enjoyed a large public patronage. 2. That the defendant, S. A. Gardinier, is, and for many years last past has been, a manager of motion picture and amusement theaters in La Grande, Union county, Oregon, and is an experienced and able theatrical manager and proprietor of great ability and influence in said community. That said defendant, S. A. Gardinier, for a large portion of the time immediately preceding the acquirement of the possession of the said theater by plaintiffs Meyers & Leiter, was manager of said theater and had been instrumental in building up and fostering the large business and public patronage of said Arcade theater, in La Grande, Union county, Oregon. 3. That notwithstanding said covenant and agreement on the part of said defendant, S. A. Gardinier, not to open any opposition house in said city of La Grande, Oregon, in opposition to the said Arcade theater during the term of the lease above mentioned, and terminating on the 12th day of February, 1918, said defendant, S. A. Gardinier, did on the 31st day of January, 1917, open an opposition house in said city of La Grande, Union county, Oregon, within approximately two blocks of said Arcade theater, known as the Colonial theater, and is now running and operating the same as a theater and opposition house to said Arcade theater, and soliciting and receiving public patronage therein, all as an alleged manager of one Madlin Gardinier, who is, as plaintiffs are informed and believe, and therefore allege the fact to be, but a mere dummy and figurehead in the management, control and operation of the same, as an opposition house. That whereas, defendant S. A. Gardinier has caused said Madlin Gardinier to be advertised as the "sole owner" of said theater so opened in opposition to plaintiff's theater, she is not in fact, as plaintiffs are informed and believe, and therefore allege the fact to be, the sole owner thereof and has not caused personally and of her own accord and design said opposition theater to be opened, in opposition to that of plaintiffs, but that said opening and operation of said Colonial theater has been and is caused through and by the active management, superintendency, design, and acts of said de-

fendant, S. A. Gardinier, and that in so adopting said subterfuge, and in falsely claiming not to be directly interested therein but only a manager for said Madlin Gardinier, who is the wife of said defendant, S. A. Gardinier, he the said S. A. Gardinier, while so acting, whether as proprietor of the same, or as manager thereof for another, is fraudulently acting in contravention of the contract rights of these plaintiffs by reason of the covenant and agreement aforesaid. That the said defendant, S. A. Gardinier, declares his intention to persist in doing the aforesaid acts, and defendants will continue the doing of said acts, unless restrained by this court, thus causing these plaintiffs irreparable injury, and will put these plaintiffs to the necessity of bringing a multiplicity of actions to protect their rights. Section four recites that plaintiffs have no adequate remedy at law. 5. That during all times herein mentioned the plaintiff Peoples Amusement company, has been and still is a corporation, duly organized and existing under and by virtue of the laws of the state of Oregon. 6. That by reason of all the foregoing acts on the part of defendant, these plaintiffs have been greatly and irreparably damaged in a large sum of money, to-wit, \$5000. Wherefore, these plaintiffs demand judgment and decree that defendants, their agents, servants and employees, be restrained by an injunction from carrying on or in anywise engaging in the management or operation of a theater in opposition to the Arcade theater at any place within the city of La Grande, Union county, Oregon, at any time within the period ending February 12, 1918; that they have judgment against defendants in the sum of \$5000 as damages, and that they have such other and further relief as the court may deem equitable and proper, including all general relief in equity. COCHRAN & EBERHARD, Attorneys for Plaintiffs. State of Oregon, County of Union, ss: I, H. B. Leiter being first duly sworn, say: that I am one of the plaintiffs above mentioned; that I have read the within and foregoing complaint, and that the same is true as I verily believe. H. B. LEITER. Subscribed and sworn to before me this 3rd day of February, 1917. COLON R. EBERHARD, Notary Public for Oregon. My commission expires July 14, 1919. Every candidate gets plenty of encouragement until election.

Government Land. I have 2 fine desert claims under new Warm Springs irrigation project furnishing cheapest irrigating water in United States. Residence not required. Price very reasonable. See Logan at Security Land & Savings Company. 2-6-5t

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