La Grande Evening Observer

AN INDEPENDENT NEWSPAPER.

Published daily and weekly at La Grande, Oregon, by La Grande Evening Observer Publishing Company.
BRUCE DENNIS, Editor.

Entered at the Postoffice at La Grande, Oregon, as Second Class Mail Matter.

Address all communications to THE OBSERVER, 1416 Adams Ave., La Grande, Oregon.

SUBSCRIPTION RATES.

By Carrier.

Daily, per month	75c
Daily, per three months	$2.25
Daily, per six mo., in advance	$4.50
Daily, single copy	5c

CITY AND COUNTY OFFICIAL PAPER.

By Mail.

Daily, per year, in advance	$5.00
Daily, six months in advance	$2.50
Daily, three months, in advance	$1.25
Daily, per month	50c
Daily, per month	50c

On sale in other cities—Oregon Hotel News Stand, Portland; Imperial News Stand, Portland; Multnomah News Stand, Portland.

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ASSURANCE:—If any man be a worshiper of God, and doeth his will, him he heareth.—John 9:31.

The I. W. W. Strike

It is no strike; it is an instance of a bunch of men quitting their jobs. That is the best description of the alleged I. W. W. strike. The demands they were to have made on many employers have not been made; they apparently are quitting for no reason other than they do not want to work any longer. If this be a fact, the remedy is to replace them with other men as rapidly as possible and let the wheels of progress continue to revolve.

All over Oregon the "strike" has proven to be no strike at all. Those who have quite can loaf a while and then find employment in other localities from whence they came, so, sizing up the whole situation, there is nothing to be alarmed about.

True vs. Fake Art

Critics of extremism in the "new art," who rate it a passing fad, presumably have their case against it on the ground that real art is enduring. It is impossible to think of the extravagances, the straining after novelty for sake of novelty, the distortion that characterize this extremism as enduring.

The world sometimes falls victim to faddism of extreme variety—and at such times art may contract the malady, as it has now done. For it is not immune. The comforting thought is that true art has too often proved the conquering strengths of its resistance to fear that it will not this time hold its own against the attack of extremism.

The Milwaukie Review, a very creditable weekly newspaper published in Clackamas county, has just issued a special edition in which its slogan is "O, Don't You Remember?" It gives history of the community under this head in a very pleasing manner. But there are so many things in life that no one wants to remember would it not be well for the souvenir edition of the Review to contain the slogan, "O, Say, Can You See?"

Nature sometimes makes a mistake. The 14-year-old prodigy who speaks 12 languages is a boy.

Appeal In Mandamus Case Is Not Yet Certain; Judge Knowles' Decision Given

(Continued from page 1)

sider the question whether a macadam road is a permanent road within the meaning of the law. Upon the trial there was evidence introduced for the purpose of showing what sort of a road the voters considered was a permanent road in voting upon the bonding proposition. While there are some respectable authorities which hold that extraneous evidence is admissible to show the intention of the county court, and the intention of the voters, Curv vs. Board of Supervisors, 16 NW 602; Township of Midland vs. County Board, 56NW 318; George vs. Cleveland, 74NW 268; Nash vs. Baker, 56NW 381; Midland Township vs. Gage county, 56NW 318. Yet I believe that the better rule, and the one approved by the Supreme Court of this state, is that the purpose of the Bond Issue must be determined from the notice of election itself, without the aid of extrinsic evidence as to the character of the road, the county court at the time of ordering the election proposed to construct, or the intent of the voters in voting upon it. The notice of the special bonding election, which was posted throughout the county, stated that the purpose of the bonds to be voted was, "to provide for permanent road construction," etc. The county court is a court of record, and speaks through its records, and what any member may say outside of a legal meeting is not binding upon the court. Marsden vs. Harlocker, 48 Oregon 90. One voter may have construed the words, "permanent road" to mean one thing and another voter to mean something else. In the case of Abraham vs. O. & C. Ry. Co., 37 Oregon 495, the supreme court had under consideration the meaning of the words, "Legitimate Railroad purposes," as used in a deed, and Justice Robert S. Bean in writing the opinion of the court says:

"'We come then directly to a consideration of the question as to whether parol evidence is admissible to show that the words "legitimate railroad purposes" where used in a particular sense. It is an elementary rule of law that parol evidence cannot be admitted to contradict or vary a written instrument, and it is equally well settled that parol evidence may not be given to show that common words, the meaning of which is plain, and which do not apear from the context to have been in a peculiar sense, were in fact so used. Mr. Greenleaf, after stating the rule that parol evidence is always receivable to define and explain the meaning of words in a contract which are purely technical or local, or which have two meanings, the one common and universal, and the other technical or local, or when words and phrases are used in a peculiar sense, by members of a particular religious sect, says "but beyond this the principle does not extend. If therefore a contract is made in ordinary and popular language, to which no local or technical and peculiar meaning is attached, parol evidence it seems is not admissible to show that in that particular case the words were used in any other than their ordinary and popular sense. 1 Greenleaf Evidence, 15th ed., sec. 295; and Lord Chief Justice Tindall says, "The general rule I take to be that where the words of any written instrument are free from ambiguity in themselves, and where circumstances do not create any doubt of difficulty as to the proper application of those words, to claimants under the instrument or the subject matter to which the instrument relates, such instrument is always to be construed according to the strict plain, common meaning of the words themselves, and that in such case, evidence de hors the instrument for the purpose of explaining it according to the surmise or alleged intention of the parties to the instrument, is utterly inadmissible. If it were otherwise, no lawyer could be safe in advising upon a construction of a written instrument, nor any party in taking under it, for the ablest advice might be controlled and the clearest title undermined, if at some future period parol evidence of the particular meaning which the party affixed to his words, or of his secret intention which the party affixed to his words, or of his secret intention in making the instrument, or if the objects he meant to take benefit under it might be set up to contradict or vary the plain language of he instrument itself.'"

"Judge Bean then says: "It is therefore not competent for either of the parties to a contract, where its language is plain and unambiguous to prove by parol evidence, how it was understood, or the meaning of the words used."

"It is generally conceded that the same rule for the construction of contracts applies for the construction of notices of election. The word "permanent" though a relative term, has a fixed and definite meaning. Its meaning must be determined largely by the sense in which it is used. It does not mean everlasting and indestructable, for there is nothing in the material universe that is ever lasting and indestructable. It has been held that permanent alimony does not mean alimony continuing forever. Soul 4 Calif. App. 97; 87 Pac. 205. A wooden sidewalk which lasts seven years has been held to be a permanent sidewalk. Lowell vs. French 60 Mass. That a contract for one year, Sullivan vs. W. & A. Ry. Co., 135 Mich. 661. It has also been held that an elevated roadway constructed in a street partly on posts and piles being surmounted with capping or stringers, and the whole overlaid with planking, constitutes a permanent improvement. Knickerbocker C. vs. Seattle, 124 Pac. 920. The supreme court of Washington in deciding this case, says in its opinion, "It was permanent therefore in the sense that it was intended for use as long as the material of which it was composed would last, and this makes it permanent in a legal sense."

"It would seem that a macadam road constructed according to the plans and specifications adopted by the defendant, would be a permanent road within the meaning of the law. It is not for this court to decide whether it is the most permanent or whether it would be advisable or expedient to construct such a road. These are questions for the county court to decide, and exclusive within their province."

"It was earnestly contended by counsel for the petitioner at the oral argument that by voting said $276,000.00, for the construction of the road between Island City and Cove, that the people of the county intended that a better road be constructed between these points than a mere macadam road, and a strong showing has been made that a dual road, with nine feet of hard surfce, and seven feet macadam shoulders, can be constructed for the amount applicable for the construction of this road. But this is not a question for this court to decide, but for the members of the county court, who have been elected by the voters of the county on account of their business qualifications. In the case of Rockwell vs. Benson, 97 Oregon 1076, which was a suit to enjoin the highway commission from constructing a state highway upon a route which it had selected, Justice Burnett says in his opinion, "The nearest that can be claimed in that regard for the evidence it seems to us is that there is some question as to whether the location fixed by the commission was preferable to the other route. The very concession that there is discretion in the matter involves the right of the commission to weigh the argument in favor of the different routes; and decide thereon, and as long as there is reasonable room for contention as to which route was the judgment in relation to the matter, would be conclusive. Here, as we have seen, the evidence discloses that the route adopted by the commission would be shorter, that the maximum of elevation would be considerably less, and there is a questioning and room for the exercise of judgment, as to whether it will not ultimately be the cheaper route. Under these conditions we would not be justified in interfering with the conclusions of the commission, which we must assume, in the absence of evidence to the contrary, was honestly and conscientiously applied to the facts in the case.'"

"In the above case the matter involved was the location of a state highway. In the instant case, the construction of a county road. It seems to me that one involves discretion and judgment as much as the other, and therefore cannot be controlled by mandamus proceeding. It is a familiar principle of law that one court, be it ever so high, cannot control the judgment of another court or tribunal, be it ever so low.

Section 4 of the Act of 1913, page 171, among other things provides as follows:

"The order of the county court shall state the amount of the proposed bonded indebtedness, the maximum rate of interest it shall bear, and what particular roads within the county are to be built and improved by the money so raised, and the minimum amount to be expended on each road, and where the road is located within the county giving the beginning and terminus thereof, and the county court shall not use any of the money so raised under the provisions of this act upon any other roads than those embraced therein."

"While the law requires the minimum amount to be expended on each road be stated in the order, yet it is not believed that the county court is compelled to expend the minimum amount. Rockwell vs. Benson, Supra. Although the minimum amount should be very persuasive evidence of the kind of road that the voters expected to be constructed."

"It follows from the above conclusions that the petition for the writ of mandamus should be dismissed, with costs and disbursements to the defendant."

Dated at La Grande, Oregon, this 30th day of April, 1923.

Signed: J. W. Knowles,
Circuit Judge.

THE OLD HOME TOWN - - - - By Stanley

OFFICE CAT

TRADE MARK

BY JUNIUS

Today is May day, so called because it is the first cousin to April Fool's day. On April Fool's day the big idea is to make everyone a fool by some method or other. On May day, however, the action is more specialized. The male sex begins to look like fools (or Apollos) due to the opening of the straw hat season.

What is so disgusting as the man who can't wear a straw hat due to the shape of his head, when everyone else is wearing one?

Amos Tuck says the answer to the above query is: The man who cannot wear a straw hat due to the shape of his head—but does!

It is proper to call a batter a batsman, unless he strikes out. Then you may use your own judgment.

STYLEOGRAPHY

If the woman who dresses quite proper
Doesn't soon find something to stop her
From wearing men's clothes
The Lord only knows
The kids won't know mommer from popper.

—Athens (O.) Messenger.

The kids are too busy to bother
They prefer to go joy riding rather!
And, then, anyway,
Didn't some one once say
It's a wise child that knows its own father!

—Newark, (O.) Advocate.

Who decide modern fashions are mockers,
And we never mix with the knockers,
When we see a girl scratch
For a light with a match
We are glad that she wears knickerbockers.

—Houston Chronicle.

Each lady her own problem handles,
But we can foresee many scandals,
Every hole in the toe
Of her stocking will show
If she's sporting those new King Tut sandals.

"The meanest man or woman in the world," in the opinion of one of the girls employed by the Observer, "is the Kansas City reporter who discovered the thin spot on the Valentino crown and told the world about it." Then, as an afterthought, she adds, "Horrors—a shiek with a bald spot!"

DIFFERENT

The old-time maiden used to blush and murmur coyly, "This is so sudden," but the modern flapper looks a fellow in the eye and says, "Go on, where do you get that stuff?"