

For  
**Quality**  
and  
**Quantity**  
yet  
**Right Prices**  
try  
**MORTERUD'S**  
**MARKET**  
Cor. Main and Carline

**MR. MERCHANT!**  
  
*Do You Realize*  
  
the benefits and superiority of the Automatic System over the Old?  
  
We will be glad to explain. Phone us and a representative will call.  
  
**LENTS HOME PHONE COMPANY**

**CITY MEAT MARKET**  
The Place for Satisfaction  
  
**Special on Hams**  
Hams of best quality 13 to 18c lb.  
Bacon, good 19 to 23c lb.  
  
**Sauer Kraut 10c quart**  
This season's freshest and best, 10c or three for 25.  
  
**Butter**  
Good creamery butter 65 and 70c  
  
**CITY MEAT MARKET**  
EGGIMAN BROS.  
Near Foster Rd. Lents, Ore.

**McKINLEY & SON**  
TABOR 968 HOME 3112  
  
DEALERS IN  
**Hay, Feed, Grain & Building Material**  
  
We handle only First Class Goods and our Prices are Right.  
  
Give us a chance to figure on your winter's feed and we will save you money.  
  
**We Deliver Anywhere**  
  
**German Evangelical (Luthren) St. John's Church**  
at Gray's Crossing  
E. G. HESS, Pastor  
Service at 11 Sunday School at 10

**OREGON PLAN IS GROWING RAPIDLY**  
**Senator Bourne Compiles Information for Herald Readers on Subject.**

In answer to many inquiries as to the progress of the popular government movement, Senator Johnathan Bourne, Jr., president of the National Progressive Republican League, has compiled the following information:  
Initiative and memorandum amendments have been adopted in South Dakota, Oregon, Oklahoma, Colorado, Nevada, Missouri, Montana, Arkansas, Maine and California.  
Initiative and referendum amendments have been indorsed by legislatures for submission to a vote of the people in Washington, Wyoming, North Dakota, Nebraska, Florida, Idaho and Wisconsin.  
The Oregon plan of popular election of United States Senators has been adopted in Oregon, Nebraska, Nevada, Minnesota, New Jersey, Ohio, Kansas, California and Wisconsin.  
The states which have adopted the Oregon plan of popular vote for candidates for party nomination for President and Vice-President, with the dates on which the primary votes will be had, are: North Dakota, March 19, Wisconsin, April 2, Nebraska, April 17, Oregon, April 19, New Jersey, May 28.

**OLD POEM BROUGHT TO LIGHT: READ IT**  
  
Our fellow townsman, Attorney Rollo C. Groesbeck, who is an admirer of fine English, has called the attention of the Herald reporter to a short production from the pen of S. L. Simpson, a Willamette Valley editor who lived and worked in Albany many years ago.

The figures of speech are beautiful and appropriate, the rhythm smooth and unstrained. Believing that many of our readers will enjoy reading the selection and clipping it for their scrap-books, we are glad to republish the poem which follows:

**To the Willamette.**  
From the Cascades' frozen gorges,  
Leaping like a child at play,  
Winding, widening through the valley,  
Bright Willamette glides away.  
Onward ever  
Lovely river,  
Softly calling to the sea;  
Time that scars us,  
Majns and mars us,  
Leaves no track or trench on thee.  
  
Spring's green witchery is weaving  
Braid and border for thy side;  
Grace forever haunts thy journey,  
Beauty dimples on thy tide.  
Through the purple gates of morning  
Now thy roseate ripples dance;  
Golden, then, when Day departing,  
On thy waters trail his lance.  
Waltzing, flashing,  
Tinkling, plashing,  
Limpid, volatile and free—  
Always hurried  
To be buried  
In the bitter moon-mad sea.  
  
In the crystal deeps, inverted  
Swings a picture of the sky;  
Like those wavering hopes of Aiden  
Dimly in our dreams that lie:  
Clouded often, drowned in turmoil,  
Faint and lovely far away,  
Wreathing sunshine on the morrow,  
Breathing fragrance 'round to-day.  
Love would wander  
Here and ponder—  
Hither Poetry would dream;  
Life's old questions,  
Sad suggestions,  
"Whence and whither?" through  
thy stream.  
  
On the roaring wastes of ocean  
Soon thy scattered waves shall toss;  
'Mid the surge's rhythmic thunder  
Shall thy silver tongues be lost.  
Oh! thy glimmering rush of gladness  
Mocks this turbid life of mine,  
Racing to the wild Forever  
Down the sloping paths of time!  
Onward ever,  
Lovely river,  
Softly calling to the sea;  
Time that scars us,  
Majns and mars us,  
Leaves no track or trench on thee.

**DR. SUN YAT SIN**  
  
Dr. Sun Yat Sin, who is the leading spirit in the Chinese uprising against the Manchu dynasty.

**PACKERS MAKE MOVE**  
**Validity of Sherman Act to Be Attacked Directly.**  
Chicago.—The indicted Chicago meat-packers, by precipitating a Federal Court decision on the constitutionality of the Sherman anti-trust law, when they surrendered themselves into custody and asked for a writ of habeas corpus, merely took steps necessary to carry the fight before the Supreme Court of the United States without the cost or delay of trial, it was announced.  
Government attorneys, taken unawares, were cut off from much of the results of their long investigation into the meat-packing industry by the sudden movement of the packers. Instead of a promise to be supported by evidence carefully brought together, the fight for a time at least must be conducted purely as an argument of law.  
  
**President Pardons Witness.**  
Washington.—President Taft pardoned Clarence W. Robnett, former bookkeeper and clerk in the Lewiston National Bank of Lewiston, Idaho, convicted of embezzling the bank's funds and sentenced to ten years' imprisonment.  
He has not served any of the sentence. The prosecuting attorney recommended Robnett's pardon.  
  
**West May Get Cardinal.**  
Rome.—The appointment of a fourth American cardinal, who shall represent the West, is said to be under consideration at the Vatican.

**DEATH FOLLOWS IN WAKE OF CYCLONE**  
Chicago.—The central West was swept by a terrific wind, rain and sleet storm. Reports received tell of death and injury and extensive property loss in Southern Wisconsin, Illinois and Iowa and near the Great Lakes. The storm followed an unusually hot period during which several persons were prostrated.  
Southern Wisconsin was the hardest hit. Near Orfordville six deaths are reported to have occurred and at Milton, a few miles away, there was a seventh. The dead in Rock County, Wisconsin, alone will number at least 17.  
  
In Iowa a 50-degree drop in the

temperature turned the pouring rain into driving sleet and a coat of ice covered the city, stopping entirely electric and steam traffic.  
  
**Harvester Trust Ousted.**  
Jefferson City, Mo.—The Supreme Court of Missouri, in an opinion by Justice Graves, sustained the decision of Special Commissioner Theodore Brace in his finding for the ouster of the International Harvester Company of America.

**THE MARKETS.**  
  
**Portland.**  
Wheat—Track prices: Club, 80c; bluestem, 84c; red Russian, 77c.  
Barley—Feed, \$33 per ton.  
Oats—No. 1 white, \$22 per ton.  
Hay—Timothy, valley, \$17; alfalfa, \$14.  
Butter—Creamery, 35c.  
Eggs—Ranch, 44c.  
Hops—1911 crop, 43½c; 1910, nominal.  
Wool—Eastern Oregon, 9@10c; Willamette Valley, 15@17c; Mohair—Choice, 37c.  
  
**Seattle.**  
Wheat—Bluestem, 83c; club, 80c; red Russian, 78c.  
Barley—\$35 per ton.  
Oats—\$30 per ton.  
Eggs—Ranch, 45c.  
Butter—Creamery, 36c.  
Hay—Timothy, \$15 per ton; alfalfa, \$13.

**Judicial Wigs.**  
Large, white, full bottomed wigs are still worn by English judges as a symbol of the age and dignity which should characterize the judiciary.  
  
**Pumps.**  
Pumps were invented in 224 B. C. by Ptolemaeus of Alexandria.  
  
Irregular bowel movements lead to chronic constipation and a constipated habit fills the system with impurities. HERBINE is a great bowel regulator. It purifies the system, vitalizes the blood and puts the digestive organs in fine vigorous condition. Price 50c. Sold by Lents Pharmacy.

**GRANGE DIRECTORY**  
(Granges are requested to send to The Herald information so that a brief card can be run free under this heading. Send place, day and hour of meeting.)  
PLEASANT VALLEY GRANGE No. 338 Meets second Saturday at 7:30 p. m. and fourth Saturday at 10:30 a. m. every month.  
ROCKWOOD GRANGE—Meets the first Wednesday of each month at 8 p. m. and third Saturday at 10 a. m.  
MULNOMAH GRANGE No. 71—Meets the fourth Saturday in every month at 10:30 a. m. in Grange hall, Orient.  
FAIRVIEW GRANGE—Meets first Saturday and the third Friday of each month.  
RUSSELLVILLE GRANGE, No. 303—Meets in each month the third Saturday of each month.  
EVENING STAR GRANGE—Meets in their hall at South Mount Tabor on the first Saturday of each month at 10 a. m. All visitors are welcome.  
GRESHAM GRANGE—Meets second Saturday in each month at 10:30 a. m.  
DAMASCUS GRANGE, No. 200—Meets first Saturday each month.  
LENTS GRANGE—Meets second Saturday of each month at 10:30 a. m.  
CLACKAMAS GRANGE, No. 298—Meets the first Saturday in the month at 10:30 a. m. and the third Saturday at 7:30 p. m.  
SANDY GRANGE, No. 392—Meets second Saturday of each month at 10 o'clock a. m.  
COLUMBIA GRANGE No. 267—Meets in all day session first Saturday in each month in grange hall near Corbett at 10 a. m.  
CLACKAMAS GRANGE meets first Saturday of each month at 10:30 a. m. and third Saturday at 7:30 p. m.

**The Herald's Straw Ballot**  
**ON THE DETERMINATION OF THE FUTURE OF LENTS**  
  
I hereby affirm that I am a resident and voter of the three precincts constituting the territory east of Grays Crossing (Portland City Limits) and west of the Junction of Foster Road and the O. W. P. Ry., Boundary Lines north and south undetermined, and at this time would cast my vote for  
  
ANNEXATION TO PORTLAND.....  
  
SEPARATE INCORPORATION.....  
  
TO REMAIN AS WE ARE.....  
  
Name..... Address.....  
(Fill out and mail or bring to Herald office. Your vote will not be disclosed.)

**HERALD'S LEGAL COLUMN**  
**A LITTLE TALK ON CONTRACTS—BY ROLLA C. GROESBECK**  
  
A contract is defined as an agreement between two or more persons in which each binds himself to do or not to do some act, and each acquires a right to what the other promises. Contracts may be made orally or in writing. If any of our friends contemplate making their own contracts, a few suggestions may be helpful. You will note that it is said above "Orally or in writing." Courts will not recognize a contract which purports to be partly oral and partly written. Oral testimony will be received by Courts to explain the statements in a written contract, but never to add to such a contract or to vary its terms. It is therefore important when entering into contract in writing that every important condition should be included, otherwise it is better to have the entire contract oral, or to state it more clearly; put everything in writing, for, as already said in effect when a contract is attempted to be put into writing, the Courts assume that the parties intended to put and did put all the terms of their agreement in writing. While it is admitted that there is often great uncertainty about an oral contract, it remains to be said in its favor that wide latitude for proving its terms is given. Contracts drawn by lawyers are usually replete with legal terms and phrases which by use through the centuries have come to have meanings fixed and well understood by the profession, but a good and legally enforceable contract can be drawn by any intelligent person who can use language with such facility as to state clearly what the contracting parties have in mind. Because of the time-tested and anciently accepted significance attaching to legal terms it is presumed by the courts when technical legal terms occur in a contract that the parties using such terms are familiar with their technical meaning and consciously and intentionally uses the terms, hence courts construe technical words according to their technical meaning, therefore, if you are drawing your own contract, carefully avoid technical terms unless you are familiar with them, and know that they convey the meaning that you intend. The use of plain, simple language in contracts is always safest for one not versed in the law. The courts are sometimes criticized for insisting upon a recognition of technicalities, but the criticism seldom, if ever, arises in connection with the construction of contracts. The courts construe contracts according to the manifest intent of the parties as gathered from the entire agreement, hence it may be remarked that it frequently happens that a contract otherwise good is endangered by straining its terms in an attempt to set out every minute particular. The vital features such as parties, times, places, consideration and mutual covenants should be clearly stated. Don't contract with a minor; for a minor cannot be held on any contract, and even though he contract for necessities, his creditor can only hold him for the reasonable value. Don't contract with an habitual drunkard. Don't contract with one whom you suspect of insanity—the courts would probably set it aside. Don't contract with reference to lands or any interest therein except in writing. Don't make any agreement regarding the sale or purchase of personal property of the value of \$50 or over, unless the agreement be in writing or unless a part of the goods are transferred or a payment made as earnest money. The subject of contracts is nearly all-comprehensive in civil matters, so that a brief treatise like this can be of only general assistance. Next time we shall treat at considerable length the "Contract for the Sale of Real Estate," which is familiar to many of our readers.

**Try Us First**  
When you are looking for a good buy. We handle lots, acreage, city and farm property of all kinds.  
  
**THE BRIGHT REALTY CO.**  
Foster Road Lents Ore

**We Carry in Stock**  
All Kinds of  
**Staple and Fancy Groceries**  
Including such well known goods of Merit as ALLEN & LEWIS, PREFERRED STOCK canned goods, WHITE RIVER FLOUR Etc.  
When you don't find what you want at other stores go to  
**L. E. Wiley's**  
First Avenue and Foster Road

**THE UTMOST CARE**  
  
is what you have a perfect right to demand in the filling of a prescription in a drug store. We will stand or fall by our prescription work because we know it's up to the standard. We use all the safety checks known, and guarantee that you get what your doctor orders.

**MT. SCOTT DRUG CO.**  
A. GEISLER  
Main St. - - - Lents, Ore  
  
Rags—Clean cotton rags wanted at Mt. Scott Pub. Co. Office. 1c per pound cash.

**NOW—FOLLOW THE CROWD**  
  
It's a sure bet that the crowd always flocks to the place where they are treated right. We serve meals at all hours. French fried potatoes with all short orders after 8 P. M. Hot Tamales, Oysters, in fact anything your heart desires.  
**THE LENTS CAFE**  
Phone Tabor 2495 On Carline, 1-2 block from Main