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Popular Talks on Law

WHEN IS A CONTRACT?

By WALTER K. TOWERS, A.B., J.D., of the Michigan Bar

You may need some help about your stable and write to John Jones, "I offer you \$30 a month and board, room and washing if you will come to work for me on the first of next month, and will agree to continue with me for a year." John Jones replies, "I accept your offer, and will be on hand May first."

Perhaps you have a tree in your front yard that you desire cut down. You call Sam Smith across the street and say, "Sam, I'll give you five dollars to cut this tree down." "All right," is Sam's reply.

You may have been out of town, and on arriving at your station, step into the bus to be driven up town, or to your home. Perhaps you step into a grocery and pick up a loaf of bread from a pile on the counter.

In each of these cases you have entered into a legally binding contract. You are bound to employ John Jones and Sam Smith, and to pay them the agreed price for the services performed. You must pay the driver of the bus a reasonable price for the services he has rendered you, and to the grocer a reasonable price for the loaf of bread you took.

Thus it may be recognized that making a contract is not necessarily the solemn signing of a formidable document, but may be accomplished in the most informal of ways. Contracts affect us at every step of our daily lives; we are constantly entering into them. They are of infinite variety and varied form, but the everyday sort of a contract is a comparatively simple affair and it is far from difficult to master the principles that govern its formation. A contract is an agreement; it is a legally enforceable agreement. But the basis of all contracts is the agreement. Until the agreement has been reached there is no contract, and when this agreement has been arrived at there is a contract, always provided that such formalities as the law may provide for that particular kind of contract have been complied with.

Lawyers say that the essence of the matter is a meeting of the minds. Every contract, in its last analysis, comes down to a question and an affirmative answer. "Will you mow my lawn for a quarter?" you ask. "Yes," comes the answer and the contract is complete. There has been this meeting of the minds. Further, there has been an offer, and an acceptance.

Allan Fox wished to sell his farm and wrote to Willard Barton offering it to him for \$1,000. Barton liked the proposition well enough, knowing that the property was a bargain at that price, but he concluded that he would try to buy it for a still lower price before he agreed to pay \$1,000. He replied to Fox, saying that he would give \$900 for the place. Fox declined and Barton then wrote stating that he accepted his offer at \$1,000. But, by this time, Fox had found several people who wanted his farm and decided that he could probably secure even more than \$1,000. Barton endeavored to force Fox to sell the farm to him for \$1,000, claiming that the contract had been completed when he accepted the offer as made to him, the necessary written evidence being furnished by the letters signed by the parties. But the court refused to enforce Barton's claim, ruling that when Barton had made the counter proposal of \$900 he had declined the offer at \$1,000, which had been destroyed thereby.

Thus it becomes apparent that the offer must be unequivocally accepted if a contract is to result. The acceptance must also be unconditional if an agreement is to result that will bind the person making the offer. If Barton had replied that he would accept Fox's offer, provided that Fox would build a new line fence, the legal effect would have been exactly similar.

James Engle was a grain dealer and wired to Albert Smith, "Offer two thousand bushels corn at thirty." The message was delivered the same day, the fifth. It was over twenty-four hours before Smith dispatched his telegram accepting the offer. In the meantime the market had jumped and Engle refused to ship the grain. But he claimed a binding contract, but the court supported Engle, ruling that the offer had lapsed because of Smith's failure to accept within a reasonable time.

Thus we notice another rule of this branch of contracts, which is that offers will lapse if not accepted within a reasonable time. What is a reasonable time depends upon the circumstances of the case. A few hours may be a reasonable time if the negotiations are being carried on by telegraph and the subject matter is a commodity whose price is fluctuating rapidly. Several days may be allowed if the offers are used and no fluctuation is involved. The situation might be such that a matter of weeks would be a reasonable delay.

HEAT OF THE SUN

Old Sol Has a Strong Pull at the Capitol in Washington.

SWAYS THE MAMMOTH DOME.

On a Hot Day His Torrid Rays Will Drag the Massive Iron Structure Way Out of Plumb—Turns the Same Trick With Washington Monument.

Not many people have any idea as to the enormous amount of heat that the sun sends off into space. The earth gets only a very small portion of it. The heat of a pin placed twenty feet away from an electric light gets in proportion to the light on the surrounding walls of a room about what the earth gets of the sun's light and heat radiated into space. Yet that portion the earth does get is great enough to cause great structures to move.

In fact, all stone or metal buildings are constantly changing their positions under the hot rays of the sun. The great dome of the capitol building at Washington is the largest surface of cast iron in the world, and the effect of the continuous heat of a hot summer day can best be appreciated, says Harper's Weekly, when it is known that this mammoth mass really sways back and forth under the scorching rays until the top feather in the cap of the statue of Freedom describes an ellipse the diameter of which on a hot day varies from four to eight inches.

The giant plinth base of the dome, resting on the roof of the old sandstone building, measures 136 feet on a side. The greatest diameter of the round dome is 125 feet, while the whole iron structure is 218 feet high from the old capitol's roof to the base of Freedom on the apex. The cast iron covering this surface is made in thin sheets, offering a good conductor for the heat, which swells even the bolts and beams of the inside before the sun has made its circuit.

The southern side of the dome suffers most from the heat, being exposed longer to the sun, which passes south of the zenith while on its journey from the east to the west. If the metal were exposed to a constant heating the result of the continuation of such expansion as that received on very hot days might prove disastrous, but as it is little if any permanent injury is done, since the iron returns regularly to its normal position as the cool night comes on.

But what seems more remarkable is the fact that marble is also changed in volume so perceptibly by the sunlight that the mammoth shaft of the Washington monument sways back and forth in the sun on a hot day. The outer surface being of hard marble the expansion is much greater than it would be had granite instead of marble been used. On a hot summer day the sharp aluminum apex that crowns the obelisk points to a position at least four inches north of normal, but always returns to its proper position in the cool of the night.

From the extreme top of the monument inside a long pipe line runs perpendicularly to the bottom, leading to a small closet behind the elevator. This contains a long pendulum, whose bob hangs in a vessel of mercury, which prevents its oscillation. Two stationary transits with highly magnifying lenses are focussed directly upon the suspended wire, and through these each quiver of the monument is detected, being magnified on a fine scale graduated to thousandths of an inch.

Every morning at 10 o'clock a statement of this plummet line is taken and reported to the war department, and it was by this means that the effect which the sun's rays have on the huge white shaft was discovered. This plumb bob, of course, was placed in the monument for the purpose of detecting any settling it might undergo, and, although the great weight of its mass has pressed the ground for many decades, it has settled only a slight fraction of an inch in one corner.

This seems extraordinary when it is realized that its weight of 81,720 tons rests on a foundation only 126 1/2 feet square and 38 feet deep from a height almost fifteen times that of the depth. The whole rests on the sandy bank of the Potomac river, with the enormous pressure of five tons to the square foot. Not only does the sun's heat sway the big obelisk, but at times, when a stiff winter gale was blowing, it has been reported as much as two inches out of plumb.

Misery Ahead.
"More tough luck," whispered his wife.
"Well, what now?" he muttered.
"You know Miss Green never sings without her music?"
"Yes."
"Well, she's brought her music."—Detroit Free Press.

The Point of View.
"Say, pa, what is the difference between a visit and a visitation?" Fond Parent—A visit, my boy, is when you go to see your Grandmother Jones, and a visitation is when your Grandmother Jones comes to see us.—New York Times.

These Boys.
Howard—Hasn't Bachelor waited rather long before choosing a wife?
Coward—Bless you, no! He's only had a marrying income since he was sixty.—Life.

A proper secrecy is the only mystery of able men. Mystery is the only secrecy of weak and cunning ones.



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The Better Grocers Sell It

Sperry Flour Co., Tacoma

An agricultural club has been formed at Burns, the first organization of the kind in that part of Oregon. The club will discuss agricultural subjects, encourage modern farming methods and afford an opportunity for the exchange of ideas among farmers as well as among the students of the agricultural department of the Harney County high school. One of its objects is to secure for Harney County the benefit of the farm demonstration work provided for by the last session of the legislature.

"The Shop" Where Good Printing is Done—The Sentinel.

Notice for Publication.
United States Land Office.
Roseburg, Oregon March 11, 1913.
Notice is hereby given that the Northern Pacific Railway Company whose post office address is St. Paul, Minnesota, on 29th day of July, 1909, filed in this office its application to select under the provisions of the Act of Congress, approved July 1, 1898 (30 Stat. 597, 620) as extended by the Act of Congress approved May 17, 1906, the NE 1/4 NW 1/4 SW 1/4 NW 1/4 NE 1/4 Sec. 14, Tp. 23 S., R. 2 West, W. M.
Any and all persons claiming adversely the land described, or desiring to object because of the mineral character of the land, or for any other reason, to the disposal to applicant, should file their affidavits of protest in this office, on or before the 26th day of April, 1913.
B. F. JONES, Register.

IN THE COUNTY COURT OF THE STATE OF OREGON IN AND FOR LANE COUNTY.

In the matter of the estate of Alver H. Nowell, deceased.

Notice of Final Settlement.
Notice is hereby given, that the undersigned, administrator of the estate of Alver H. Nowell, deceased, has filed in the County Court of Lane County, State of Oregon, his final account as such administrator of said estate and that Tuesday, the 6th day of May, 1913, at the hour of 10 o'clock a. m., has been fixed by said court as the time for hearing of objections to said report, and the settlement thereof.
Dated this 29th day of March, A. D. 1913.
WILLIAM LANE, Administrator of the estate of Alver H. Nowell, deceased.

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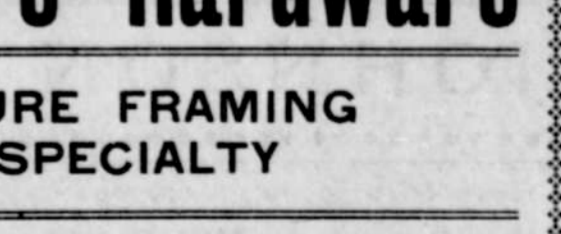
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