

**Good Reason for His Enthusiasm.**  
When a man has suffered for several days with colic, diarrhoea or other form of bowel complaint and is then cured sound and well by one or two doses of Chamberlain's Colic, Cholera and Diarrhoea Remedy, as is often the case, it is but natural that he should be enthusiastic in his praise of the remedy, and especially in the case of a severe attack when life is threatened. It never fails. Sold by all dealers.

**H. Harrington**  
WILL DO YOUR  
**DRAYING AND MOVING**  
promptly and satisfactorily. They have every facility for handling all classes of goods, and simply solicit a trial. Feed Barn and Fire Proof Vault in Connection.  
All kinds of Hauling & Piano Moving  
Phone No. 72 Cottage Grove

**"Tales of Honey and Tar" from West and East.**  
Wm. Lee, Paskenta, Calif., says, "It gives universal satisfaction and I use only Foley's Honey and Tar Compound for my children." E. C. Rhodes, Middleton, Ga., writes, "I had a raging lagrippe cough and finally got relief taking Foley's Honey and Tar Compound." Use no other in your family and refuse substitutes. For sale by all dealers everywhere.

**Constipation, if Neglected, Causes Serious Illness**

Constipation, if neglected, leads to almost innumerable complications affecting the general health. Many cases of typhoid fever, appendicitis and other severe diseases are traceable to prolonged clogging of the bowels. Regarding the effects of constipation, C. E. Ayers, 6 Sabin St., Montpelier, Vt., says: "I was afflicted with constipation and biliousness for years, and at times became so bad I would become unconscious. I have been found in that condition many times. Physicians did not seem to be able to do me any good. I would become weak and for days at a time could do no work. Not long ago I got a box of Dr. Miles' Laxative Tablets, and after using them found I had never tried anything that acted in such a mild and effective manner. I believe I have at last found the remedy that suits my case."

Thousands of people are sufferers from habitual constipation and while possibly realizing something of the danger of this condition, yet neglect too long to employ proper curative measures until serious illness often results. The advice of all physicians is, "keep your bowels clean," and it's good advice. Dr. Miles' Laxative Tablets are sold by all druggists, at 25 cents a box containing 25 doses. If not found satisfactory, your money is returned.

MILES MEDICAL CO., Elkhart, Ind.

**Suffered Eczema Fifty Years—Now Well.**

Seems a long time to endure the awful burning, itching, smarting, skin disease known as "eczema"—another name for eczema. Seems good to realize, also, that Dr. Hobson's Eczema Ointment has proven a perfect cure. Mrs. D. L. Kenney writes: "I cannot sufficiently express my thanks to you for your Dr. Hobson's Eczema Ointment. It has cured my tetter, which has troubled me for over fifty years." All druggists, or by mail 50c. Pfeiffer Chemical Co., St. Louis, Mo.; Philadelphia, Pa.

**A NEW CREATION**  
**WEBSTER'S**  
**NEW**  
**INTERNATIONAL**  
**DICTIONARY**  
THE MERRIAM WEBSTER  
The Only New unabridged dictionary in many years.  
Contains the pith and essence of an authoritative library. Covers every field of knowledge. An Encyclopedia in a single book.  
The Only Dictionary with the New Divided Page.  
400,000 Words. 2700 Pages. 8000 Illustrations. Cost nearly half a million dollars.  
Let us tell you about this most remarkable single volume.  
Write for sample pages, full particulars, etc.  
Name this paper and we will send free a set of Pocket Maps.  
G. & C. Merriam Co., Springfield, Mass.

**Popular Talks on Law**  
FULFILLING THE CONTRACT.

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

Not infrequently, in his anxiety to close a bargain, one will agree to furnish an article or perform services to the satisfaction of the other party. Your watch is out of order; you take it to a watch maker, yet hesitate about leaving it for him to repair. He agrees to fix it to your satisfaction. You wish to purchase a silver dish of a jeweler, but you desire a monogram placed upon it, and you doubt that he possesses the artistic ability and good taste to do the work so that it will please you. He assures you that he can and will please you and that if he does not perform the task to your satisfaction you need not take the dish. You give him an order under these conditions.

You wish to have your roof fixed and, driving a close bargain, insist that the carpenter agree that he will perform the task to your satisfaction, else he need not be paid. You go to your tailor to place an order for a suit. In his anxiety to secure the order, which you seem somewhat loath to give, he assures you that he will make you a suit that will satisfy you and that if he does not, you need not take it.

In each of these cases you have entered into a contract with the tradesman or workman, calling for the performance of certain labor and the furnishing of materials or the sale of an article. Now, suppose that in each of these cases the work specified is performed in a fair and workmanlike manner, with reasonable skill. Yet, suppose you have changed your mind in every case and no longer desire the article or the work that was done, or you feel that the work does not quite please you. Therefore, you insist that as others took the risk of pleasing you, you are entitled to insist that they do it and if they do not you may refuse to accept the work which they have performed for you. They insist that the work is well done and that you ought to be satisfied. Your contention is that no one but yourself can say whether you are satisfied or not and that if you say you are not that settles it.

Suppose that the watch maker, the jeweler, the carpenter and the tailor all sue you, insisting that they have performed their portion of the contract and that you must make the payment agreed. Are you entitled to insist upon the letter of the contract and enforce your own word as to whether you are satisfied or not, regardless of whether a reasonable man would say that you ought to be satisfied? The answer is that in some cases you can and in some cases you cannot.

The watchmaker and the carpenter could force you to accept their work and make the agreed payment; the jeweler and the tailor would probably be forced to accept your decision that you were not satisfied, and make such other disposition as they could of the dish engraved with your monogram and the suit cut to your measure, without receiving any pay whatever from you. The distinction which the law draws between work requiring a mechanical execution and work designed to fit varying personal taste, as work of an artistic nature. If a brick foundation is to be built for your new shed, and is to be completed in a substantial and workmanlike manner, and a jury of ordinary men decide that a reasonable man would be satisfied, then the law will insist that you ought to be satisfied whether you say that you are or not. So it is, also, with the repairing of the watch and the repairing of the roof. These are mechanical acts, and if the jury finds the work well and properly done, and believes in view of all the circumstances that a reasonable person would be satisfied, you will be compelled to accept the work, despite the fact that the agreement required that it should be done to your personal satisfaction. But a suit of clothes and a monogram upon a silver dish are matters involving personal taste rather than mechanical excellence. If these articles do not conform to your personal tastes you do not want them, and no one can decide that you ought to want them, for it is proverbial that there is no accounting for tastes.

It is a general rule that a contract must be performed literally. Neither party can claim to have performed the contract until he has done just what the contract requires in all of its terms. The work or material to be furnished, or the money to be paid, must be supplied in the exact quantity and quality specified at the place and time specified.

Yet this rule, like all others, has exceptions, one of which we have noticed above. In certain classes of cases the law is inclined to allow substantial compliance with the terms of a contract as amounting to performance. When a matter involving many details is generally completed as specified, yet fails in details of minor importance, the law regards this as substantial performance and requires that the other party fulfill his part, though an allowance is made him to cover the

items in which the work was not as specified. Thus, if a house is being built for you under contract, and is completed in accordance with the contract in all the larger details, but varies in a few lesser places, you cannot refuse altogether to accept the house, in case he tries you on the contract, but an allowance will be made amply sufficient to cover the cost of making the defective parts conform to the specifications.

What is known as impossibility of performance is stated as one of the legal excuses for failure to perform a contract. This is very likely to confuse the average person, as most of the things which we would give as "impossibilities" as will, in law, excuse the failure to fulfill a contract. The impossibility which will put an end to a contract must be of a sort that the parties can be deemed to have contemplated as an adequate excuse, should it chance to occur. Hardship or unforeseen difficulty, no matter how severe, will not excuse failure to perform according to the terms of the agreement. If a man agrees to paint your house in two days, it is no excuse that he finds it impossible to finish the house in two days, no matter how hard he works. Neither is it an excuse that his materials are stolen or destroyed and so he cannot proceed. Nor is it an excuse that his workmen strike, unless that is provided against in the contract. But if the house should be burned, that would amount to a destruction of the subject matter of the contract, which is such an impossibility as will furnish legal excuse for failure to perform.

If one contracts to furnish his own personal services (not to do something that anyone may do) and dies, or is seriously injured or falls ill, no damages for failure to perform his contract may be recovered against his estate, or against him, since this is such an impossibility as furnishes legal excuse.

When one has completed his side of the contract, and not until then, may he bring legal action to force the other party to do his part. An exception to this is where the other party has definitely broken the contract in advance by word or action, as by a definite statement that he did not intend to fulfill the contract. A person who has contracted to deliver goods must have the goods specified at the time and place required. Then if the other party refuses to accept them a breach has occurred which gives to him a legal right of action. If the agreement is to sell for cash he need only tender delivery, and if the other party has not the cash to fulfill his part of the agreement there has been a breach of the contract. (Copyright, 1913, by Walter K. Towers.)

**Another Indian Civilized.**

Yes, we civilized Mose Lane of Siletz. He went to Newport to help celebrate our great natal day, and in so doing some miserable bootlegger got hold of Mose and sold him enough rotgut whiskey to destroy his mind, and as a result Mose started home too drunk to know what he was doing and fell by the wayside and laid out in the rain over night. The result was a case of quick pneumonia and Mose's troubles are over. He is now sleeping in the quiet little cemetery over at Siletz. The man who bootlegged the whiskey to Mose is still a living, moving exorcism on the face of the earth. As far as manhood was concerned, Mose Lane, Indian though he was, was a thousand times better than the miserable wretch that for a paltry dollar or two sold him the bottled death. But we civilized Mose, all right.—Toledo Sentinel.

**Stops Hawking in Morning**

Simple Way to End Catarrh Without Upsetting the Stomach With Medicines.

Do you, dear reader, really want to forever rid yourself of Catarrh? Do you like to hawk and strain and choke and upset your stomach trying to get that accumulation of mucus from your throat every morning?

It's easy to end Catarrh if you will only try. Go to the Modern Pharmacy today; say "I want a Booth's Hyomei outfit." Take it home; breathe according to directions the pleasant germ-killing balsams from the Eucalyptus forests of Australia, and if it doesn't stop hawking, snuffing, clear up all your stuffed-up head and drive out all misery, money back.

\$1.00 secures a complete outfit including inhaler. Extra bottles if needed, 50c. Just breathe it—no stomach dosing.

The value of a paper's advertising is gauged by the number of people it reaches. No other paper reaches more than a quarter as many Cottage Grove people as does The Sentinel.

**OREGON NEWS NOTES**  
OF GENERAL INTEREST

**Events Occurring Throughout the State During the Past Week.**

**McMinnville Man Killed**

McMinnville.—Walter Rodgers was killed and Frank Wilbur seriously injured, at the hands of James Hutchens, who resides with his mother on her homestead west of McMinnville.

The shooting occurred when James Hutchens and R. L. Healy were driving along on the road leading from what is known as Pea Vine Ridge to McMinnville. They pulled up at a place in the road where most of the ranchers get their mail and have their mail boxes.

Here Hutchens met Wilbur and they were soon in a heated quarrel, over what is not known, but it is generally conceded to be the climax of an old grudge. Some witnesses to the tragedy declare Wilbur struck Hutchens twice and Hutchens pulled his revolver, shooting Wilbur twice in the arm and once in the left shoulder.

**Institutes to Be Held**

Corvallis.—Plans for holding an extended series of farmers' institutes in fall in Lake, Harney, Klamath and Crook counties are formulated by the extension division of Oregon Agricultural college as a result of the urgent demand for such instruction expressed to A. B. Cordley, dean of agriculture at O. A. C. on his recent trip through Central Oregon with representatives of the Oregon Development League.

**First Coast Artillery Wins**

Portland.—The first Coast artillery team won the much coveted and hard fought for governor's trophy in the annual Oregon state militia rifle match held at Camp Sherman rifle field, Clackamas. The team scored 1082 out of a possible 1200 and for final honors defeated the third infantry team with a score of 1042.

**Railroad to PRINEVILLE**

Electric Road From Metolius to Be Built by Tacoma Man  
Prineville.—After negotiations covering practically a year, a final contract was closed by the citizens' committee, representing the business interest of Prineville and vicinity, and H. P. Shell, of Tacoma, Wash., for the construction of a railroad from Metolius to Prineville. Mr. Shell has large business interest at Tenino, Wash., and is well known in construction circles.

The proposed road will run from Metolius to Prineville, a distance of about 30 miles, through one of the richest farming districts in the state. Immediately adjacent to the route are vast areas of undeveloped agricultural and timber land awaiting farmers and mills.

The pine forests covering thousands of square miles, with fine timber, extend down to within a few miles of Prineville, and are easily accessible by well-built wagon roads, and can be reached by tram roads with an easy grade.

**Girl to Bulldog a Steer**

Pendleton.—Tillie Baldwin, bronco buster and trick rider, who rode at the stadium at Tacoma this year, has a new and thrilling stunt which she is going to put on for the Roundup at Pendleton September 11, 12 and 13. Tillie says she is a cow girl and to prove it she is going to bulldog a steer. She is now practicing up on a tame half-breed Jersey on the Sherry ranch north of town, but when it comes to the Roundup she says she is going to let them shoot the steer out of the bunch of Texas longhorns and she will do the rest. If she succeeds she will be the first woman in the world to bulldog a steer in open competition with cowboys.

**Parcels May Be Refused**

Marshfield.—Contractor Bernard, who handles the mail service between Coos and Curry county points and Roseburg, has notified the government that he will not be able to handle the parcel post business during the winter months even at extra pay. In the winter months it is often necessary to transport the mail on packhorses instead of by stage, the roads being too muddy for the latter.

**Girl Dies of Ptomaine Poisoning**

Marshfield.—Miss Viola Lattin, a 16 year old South Inlet girl, died suddenly at the home of her parents, Mr. and Mrs. Milton Lattin, of ptomaine poisoning. She was taken ill after eating some green peaches. Other members of the family were also affected, but recovered.

**New Selling Force in the Apple Industry**  
The Northwest Farm and Orchard

The strongest selling force of the twentieth century is now being applied to the apple industry. Cooperative advertising is educating the public to make apples a staple food in the household, thus insuring sufficient consumption to care for the ever-increasing crop.

The results secured in a few months are so great that a movement is now under way for a country-wide advertising campaign, financed in the manner that the various governments have used over and over when it was desired to raise large amounts without unduly taxing any one individual—the stamp plan. In this work growers and shippers, for their mutual advantage, will join hands.

Apple growers have been so interested in the problems pertaining to apple production that they have not devoted much time to considering how the fruit can be marketed with more profit to themselves.

This article is written to open the eyes of apple producers to the movement that a host of shrewd observers believe will bring about an era of prosperity unprecedented in the apple industry.

**Advertising Successes in Other Lines.**

Breakfast foods and many other products of less value to consumers than the apple, have increased their distribution enormously through judicious advertising. With such a selling force ready to be applied, why should the apple trade face year after year the problem of under-consumption?

Because no satisfactory answer could be found to this question, the International Apple Shippers' Association at its last convention decided to give cooperative advertising a "tryout." The object was not to benefit this particular association more than any other class. The movement was a broad-minded one, the association seeking to bring about a condition that would benefit growers and shippers alike.

An advertising committee was appointed, under the leadership of Mr. U. Grant Border of Baltimore, a dealer of long experience. In a short period, with but limited means at its disposal, this committee has accomplished results that prove beyond the shadow of a doubt that a country-wide, cooperative movement to advertise apples would bring rich returns.

In newspapers and journals throughout the length and breadth of the land the Apple Gospel has been carried. Into the homes of thousands of consumers booklets containing 197 choice apple recipes (with many convincing reasons for using more apples) have been sent. Fifteen hundred retailers in the large consuming centers have taken the trouble to write the chairman, promising their cooperation along the lines his committee suggests. And to 20,000 dealers throughout the country the wisdom of large sales at smaller profits has been shown.

**The Movement Spreads.**

The splendid work of this aggressive committee naturally awakened the interest of growers and shippers in all sections of the country.

Apple journals commented on the success of the movement, urging cooperation. A flood of letters from prominent men in the industry poured in on the committee. Requests for the booklets of apple recipes came in overwhelming numbers, over half a million having been requested by growers, shippers and dealers, for distribution to their trade.

Too much was being accomplished, too much was yet to be done, to hamper the committee for lack of funds. The question arose; how could this vital work be financed so that the expense would fall equally on every one who will derive benefit from the advertising, and how could it be divided so that it would not be burdensome to any grower or shipper.

By a stroke of genius the stamp plan was thought of. To all who have considered it, the plan appears an ideal way of providing the funds. Each box of apples shipped will bear a one-cent stamp, and each barrel a two-cent stamp. Thus every grower and shipper pays only his just proportion. If he ships 50 packages he buys only 50 stamps; if he ships 1,000 packages he buys 1,000 stamps. Thus the expense is equally borne by everyone interested.

To safeguard the money collected from the stamps, the plan provides that the entire issue be placed in charge of a trust company.

This company, through its agencies throughout the country, will sell the stamps to the growers and shippers. The proceeds will be placed to the credit of the advertising fund, and will be drawn upon through checks or drafts signed by three officers of the body or bodies issuing the stamps, and countersigned by the chairman of the advertising committee.

**General Approval of the Stamp Plan.**

This plan has already been ratified by the executive committee of the International Shippers' Association. The president of the New York State Fruit Growers' Association, Mr. Clarke Ellis, has warmly endorsed it, promising to be among the first to stamp

every package of apples shipped him. Mr. F. W. Gwin, general manager of the northwestern Fruit Exchange, of Portland, Oregon, promises the hearty cooperation of his exchange in this work.

Growers in all sections of the country have written to Chairman Border, expressing their willingness to subscribe to the stamps.

Judge Fremont Wood, president of Idaho State Horticultural Association meeting, has this to say:

"A campaign of advertising has been inaugurated by the International Apple Shippers' Association that is worthy of consideration. . . . They certainly can not do anything to add materially to the demand for apples in trade that will not operate to the benefit of grower. The use of the apple should be advertised everywhere."

As already stated, the policy underlying the campaign will be to make the advertising help, not any special class, but growers, shippers and dealers everywhere. Better markets in all sections of the country mean universal prosperity.

The spreading broadcast of the apple recipe booklets throughout the entire country, stimulating apple consumption, is also serving the ends of the entire industry.

**August 1 is the Day.**

On this day the stamps will be placed in circulation. Every grower and shipper is asked to place one on each package he sends out. Thus, at a low and suitable expense to each, a sufficient fund will be created to make the new crop move to a lively tune that will be a welcome contrast to the dead march that has accompanied King Apple in the recent past.

Chairman U. Grant Border, 218 Light Street, Baltimore, Md., will furnish full information to any grower or shipper, and is prepared to answer any questions upon the subject.

Scientific advertising, as far as apples are concerned, has been demonstrated, say those who have watched this movement. This question now is: "Will the growers themselves realize what this movement means to them, and will each do his share?"

In view of what has already been accomplished, it can safely be prophesied that each grower will gladly do what is asked of him.

**Butter Wraps**

|      |        |
|------|--------|
| 100  | 75c    |
| 200  | \$1.00 |
| 300  | \$1.25 |
| 400  | \$1.50 |
| 500  | \$1.75 |
| 1000 | \$3.00 |

**Cottage Grove Sentinel**  
COTTAGE GROVE, OREGON

**NATURE'S TONIC**

In the pleasing form of a delicious, enticing and invigorating beverage, bottled direct from the springs in the Calapooya mountains.

**Drink it to Get Well**

**Drink it to Keep Well**

**CAL-A-POO-YA MINERAL WATER**

is a mineral saline water, equal to any of the renowned spring waters of Europe and America. Recommended by leading physicians of the United States for Rheumatism, Kidney and Liver affections, Dyspepsia, Indigestion and all forms of Stomach, Skin and Blood diseases. Hundreds of people "given up" by physicians have been cured of long-standing ailments by Calapooya Water. Testimonials on application. Sold by all dealers, or shipped in cases direct from the springs. Write for prices.

**CALAPOOYA SALINE**

The condensed smile of Calapooya Water. Stomach, Liver, Kidney and Blood disorders speedily cured by its use. All dealers, or sold direct.

**HOTEL CALAPOOYA**

IS OPEN ALL THE YEAR. Famous health resort in the Calapooya mountains, 12 miles from Cottage Grove (on Southern Pacific). Splendid accommodations, reasonable rates. Steam, mud and hot water baths and cooling rooms. Information as to rates, etc., will be furnished upon request.

**CALAPOOYA SPRINGS COMY**  
COTTAGE GROVE, ORE.