

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
DRAWING 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 racking 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.

Whole Family Benefited By Wonderful Remedy

There are many little things to annoy us, under present conditions of life. The hurry, hard work, noise and strain all tell on us and tend to provoke nervousness and irritability. We are frequently so worn out we can neither eat, sleep nor work with any comfort. We are out of line with ourselves and others as well.

A good thing to do under such circumstances is to take something like

Dr. Miles' Anti-Pain Pills
to relieve the strain on the nerves. Mrs. J. B. Hartsfield, 33 Corput St., Atlanta Ga., writes:

"I have on several occasions been vastly relieved by the use of your medicines, especially the Anti-Pain Pills, which I keep constantly on hand for the use of myself, husband and two sons. Nothing in the world equals them as a headache remedy. Often I am enabled by the use of one or two of the Pills to continue my household when otherwise I would be in bed. My husband joins me in my praise of the Anti-Pain Pills and Nerve-Pain."

Dr. Miles' Anti-Pain Pills
are relied upon to relieve pain, nervousness and irritability in thousands of households. Of proven merit after twenty years' use, you can have no reason for being longer without them.

At all Druggists, 25 doses 25 cents.
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 "tetter"—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.

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The Only New unabridged dictionary in many years.
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Name this paper and we will send free a set of Pocket Maps
G. & C. Merriam Co. Springfield, Mass.

MAURY I. DIGGS



Maury I. Diggs, one of the defendants in the famous California white slave case, who was convicted.

ANXIETY FELT IN MEXICO

Swift Break Predicted if Congress Debates President's Statement.

Mexico City.—The keenest anxiety was manifested in the capital as to what will be the development of the undertaking of the United States government in Mexico's internal affairs. Mexico's attitude is one of waiting, while the people resident here, both native and foreign, are displaying deep apprehension.

Rumors are that Huerta is still considering resigning in favor of General Trevino, but there is no sound basis for this assertion. The public opinion is expressed here that there will be a swift culmination of all peaceable relations if congress is given an opportunity for free debate on President Wilson's statement of the facts in the case.

Fleishhacker Buy Out Pat Calhoun
San Francisco.—The United Railroads of San Francisco, held by the United Railways Investment Company of New Jersey, has been sold to a local banking syndicate, headed by Mortimer Fleishhacker, of the Anglo-California and London Bank.

The United Railroads has been under the personal management of Patrick Calhoun, who broke the great strike of 1907, and thereby incurred the hatred of all the labor unions of San Francisco. This hatred has been used to boom the project for the establishment of several municipal railroads, which was submitted to the people for vote on Tuesday.

SULZER RECEIVES UP-STATE SUPPORT

Albany, N. Y.—Governor Sulzer showed interest in the report from the assembly districts throughout the state, indicating that many of the up-state assemblymen who had opposed his direct primary bill or had voted for impeachment were being re-designated by their party committees. The governor declined to comment on any of the changes being wrought in the personnel of the assembly, but seemed to take it for granted that public sentiment was strongly in his favor.

The most significant changes in the designations for the assembly is considered the turn-down of Assemblyman T. K. Smith for another term by Francis A. Hendricks, the Onondaga county Republican leader. Smith was one of the seven Republican members who voted to impeach Governor Sulzer and is now serving his third term from a strong Republican district.

Sulzer's Enemies Now Under Fire.
New York.—The indictment of Charles F. Murphy, leader of Tammany Hall; Aaron J. Levy, leader of the Democratic majority in the assembly, and James Frawley, chairman of the committee which investigated Governor Sulzer's campaign contributions, has been requested of the district attorneys of New York and Albany counties by Lynn J. Arnold, of Albany, an ardent Sulzer supporter.

THE MARKETS.

Portland.
Wheat, New Crop—Club, 79c; bluestem, 83c; red Russian, 79c.
Hay—Timothy, \$16; alfalfa, \$13.
Butter—Creamery, 32c.
Eggs—Candled, 28c; ranch, 22c.
Wool—Eastern Oregon, 16c; Willamette valley, 19c.
Seattle.
Wheat, New Crop—Bluestem, 84c; club, 79c; red Russian, 77c.
Hay—Timothy, \$17 per ton; alfalfa, \$13 per ton.
Eggs—28c.
Butter—Creamery, 31c.

Popular Talks on Law

Contracts: Enforceable and Unenforceable

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

When, in the ordinary dealings of life, you arrive at a business agreement, you expect to carry out your part, and expect that the other party will carry out his. Almost invariably, in the ordinary agreements that are regularly arrived at, each of you promises to give something or to forego in return for what the other is to do under the agreement. He is to mow your lawn; you are to give him fifty cents. He is to rent your house paying out twenty dollars a month; you are to furnish him with the use of that house. There is mutuality of obligation, and thus the difficult question of the consideration so necessary to contracts does not arise.

You have agreed definitely enough with your neighbor that he is to have the trees now growing in your acre woodlot, and he is to pay you a hundred dollars therefor, the trees to become his property as they stand. Each of you is to give something, so there is consideration. You do not want litigation to arise from this agreement; you do not want, or expect, to go to court to have it enforced, else you would not have entered into it—for the unprofitability of "buying a law suit" is proverbial. But you do want to have the agreements in such form that, if disagreement should arise you would be able to enforce your rights. You may not be able to "lick" Neighbor Jones; and, even if you can, that would involve you in an action for assault and battery. You want the contract in such form that if you must assert your rights you will have them in a form which the law—the procedure provided for the enforcement of rights—will recognize.

Probably the principal reason why the average man finds his contracts unenforceable is because of the lack of the written evidence which the law requires in certain classes of cases. In the case of the sale of the standing timber the law of most states requires that it be evidenced by a writing signed by the party against whom it is to be enforced, otherwise the courts would not enforce it. A statement of the principles which determine in what form a contract must be evidenced to be valid may not possess the interest attaching to other branches of the law, but they are of the utmost practical importance to the average individual in the guidance of the business affairs of everyday life.

There are probably no two sections of written law which possess the practical importance, or have had the far-reaching influence of the 4th and the 17th sections of the Statute of Frauds, enacted by the English Parliament in 1676. These provisions have been re-enacted by the legislatures of the various states in but slightly varying form, and the principles are firmly embodied in our law and are set down to guide all of us in the formation of our contractual agreements. Every student of the law memorizes these provisions.

What is known as the 4th section specifies certain classes of contracts which must be evidenced by a signed writing if they are to be enforceable. The first of these is an agreement by an executor or administrator to answer damages out of his own estate. Of course, one holding such a position is not personally bound to pay the debts of the deceased out of his own pocket; but if he does so agree, it must be in writing, if he is to be bound by his promise.

The next class of agreements covered are those "to answer for the debt, default or miscarriage of another." If some third party suffers under an existing, or contemplates a future, liability and you agree with his creditor to make it good for him, that agreement must be evidenced by a writing signed by you if you are to be bound by it. Suppose John Sims comes to you, tells you he has no money, and must have a pair of shoes, and you agree to see that he gets them at the store. You go with him to the store-keeper and say, "Let Sims have a pair of shoes, I will see you paid." By this statement you have become directly and personally liable and it is not within the statute. But if you say, "Let Sims have a pair of shoes, if he doesn't pay you I will," then this is a contract to answer for the debt of another within the statute and there must be some written memorandum signed by you if the agreement is to be enforceable.

One of the most important of the provisions is that any contract or sale of lands, or any interest in or concerning land, must be evidenced by a signed writing. This is the provision that requires a contract with reference to standing timber to be in writing for it with reference to realty. So, too, contracts to buy land, or for mineral rights are within this provision and must be in writing. It is to be noticed that if the contract calls for the delivery of timber or of coal from the lands of the owner by the owner, that

is not within this provision, since he himself is to cut or mine it, thus severing it from the land so that it loses its character as realty. But if he sells coal or oil as it lies beneath his farm the contract must be in writing. The same applies to all leases, except short term leases, which are excepted in most of the states.

Of course, if a contract is not to be performed within a year from the making thereof it must be evidenced by writing to be enforceable. This applies only to contracts which cannot be performed within a year. Thus leases for a period of over a year from the date when they are made, contracts to work for over a year, etc., must be in writing. But if you agree to support Sam Allison for the rest of his life, that contract is not within the statute for, though Sam is but twenty years old and in good health, he may die within that year and thus the contract be performed. True if you hired Sam Allison to work for you for a year and a half he might die and that would end the matter but it would not be a performance of the contract as would the other.

The seventh section provides that contracts for the sales of goods, wares and merchandise for the price of \$50, or over shall not be good unless there is written evidence signed by the party to be charged, or part delivery and acceptance, or part payment. The amount below which the statute does not apply is varied by the statutes in the various American states which have reenacted this provision in varying forms.

It is to be noticed that the contract is the agreement, not the writing. The writing need not be a formal document to comply with this statute. Any note or memorandum is sufficient so long as it contains all the material terms as the names of the parties, the subject matter, the consideration given, etc. There may be several papers, as a series of letters or telegrams, so long as they are consistent and connected. The necessary signature of the party to be charged may appear at any point, and may be affixed either by the party himself or his authorized agent. Thus at an auction the auctioneer is the agent of both parties and if his memo contains the essential terms his entry of the names of the parties will amount to the necessary signature and complete the required writing.

The law of some states requires that some contracts be under seal as well as in writing. In many states seals have been abolished. In all states the tendency is to lessen their effect. The principal reason that makes the seal of comparatively little import is that it is required only on the most important and formal of contracts, as deeds. The printed forms provided for these instruments include a seal; and further, these are instruments of an importance that requires the services of a competent attorney who is familiar with the requirements of the particular state and will see to it that the necessary formalities are complied with. The simple legal scroll (L.S.) has now been generally substituted for the more formal wax seal. Seals, used where not necessary, are merely superfluous.

It should be remembered that all contracts need not be in writing. The general rule is that if no statute requires that the particular kind of contracts be in writing it need not be, and so contracts other than those specified in the statutes may be oral. Of course, even though no writing be required, prudent men frequently draw their contracts in writing that the evidence may be preserved in more permanent and indisputable form should trouble arise. If the matter is of considerable importance, better embody the terms in a letter addressed to the other party, sign it, keep a copy, and see that he replies over his signature accepting the proposal and terms.
(Copyright, 1931, by Walter K. Towers.)

A live wire newspaper—The Cottage Grove Sentinel.

Large Registration.
Credentials for entrance to the Oregon Agricultural College are coming to the registrar's office in unusually large numbers. At the present time they have been received from students in fourteen states outside of Oregon, the largest number, twenty-six, coming from California. Foreign countries represented in the list are England, Canada, Philippine Islands and Sweden. As compared with the number received within the corresponding period last year, there is an increase of thirty per cent. Applications are also greatly in excess of those of last year for a like period, while announcements of prospective students are still more numerous. Every indication points to a largely increased attendance. Registration will begin September 19, and class work, September 23.

If you saw it first—you saw it in The Sentinel.

FIFTY-SECOND ANNUAL OREGON STATE FAIR

Salem, Sept. 29-Oct. 4, 1913
A Whole Week of Pleasure and Profit
\$20,000 Offered in Premiums

on Agricultural, Live Stock, Poultry, Textile and Other Exhibits
Horse Races, Shooting Tournament, Fireworks, Band Concerts, Eugenics Exposition, Children's Playground and other Free Attractions, including Boyd and Ogle's One Ring Circus—Free Camp Grounds
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I spent several hundred dollars and nearly a year's time investigating all the homestead districts of the Northwest and found nothing as good as this land here at Imperial. You will find the same thing if you make a thorough investigation, but why waste your money, come here first and you will be satisfied.

Write me, enclosing stamp, for further information. Address

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WHY NOT SPEND August at Newport?

Get away from the heat and dust of the valley. Newport is now at its best, and the beach season is in full swing. Recreation and sport for all. Deep-sea fishing, surf bathing, drives to Otter Rock, the Punchbowl, Lighthouse, etc., with boating and fishing on Yaquina Bay.

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