

FULL TEXT OF DECREE IN THE JOHN DAY CASE

In last issue of the Gazette-Times was published some of the chief features in the findings and decree handed down at Pendleton recently by Judge Gilbert W. Phelps in the action of the Northern Pacific Railway Company, et als., vs. John Day Irrigation District and others. Not having the text of the decree at that time, we were unable to give it in the words of the court, and herewith present the same in full, together with the record title of the cause.

In the Circuit Court of the State of Oregon for Morrow County.

Northern Pacific Railway Company, Dan P. Smythe, James Cary, Jack Hynd, John Kilkenny, A. Henriksen and Henry Gorgor, for themselves and all others similarly situated, plaintiffs vs. John Day Irrigation District, M. D. Clark, C. C. Clark, Edward Rietmann, F. A. McMenamin, F. R. Brown, Lewis and Clark, John H. Lewis, Morrow County, Gilliam County, and Umatilla County, defendants.

This cause having heretofore been heard, all parties appearing, either in person or by attorney, and the court having made and filed its findings of fact, and conclusions of law, based thereon, and upon the record in this suit, it is adjudged and decreed,

That at all times mentioned in the pleadings in this suit, the John Day Irrigation District was, ever since has been and now is, a duly and legally organized and existing irrigation district under chapter 357, of the General Laws of Oregon for 1917, and the acts amendatory thereof, and supplemental thereto.

That the contract made and entered into on the 2nd day of June, 1920, by and between the John Day Irrigation District, and the firm of Lewis and Clark and John H. Lewis, was when made, a valid contract, and said Lewis and Clark and John H. Lewis are entitled to and must be paid in full, fair value of all work performed under said contract, including the reasonable and necessary expenses incident to said work.

The court being unable from the record to find the amount of compensation due to said parties, except that twenty thousand dollars should be paid on said contract, it is further decreed that the warrants of said district issued to John H. Lewis, and being warrants Nos. 81 to 124, both inclusive, shall be paid by said district, and that all other warrants issued to said parties or either of them, should be and the same are hereby cancelled, and the payment thereof enjoined, and new warrants shall be issued by said board of directors of said irrigation district to said John H. Lewis for such sum as may be found by the board to be due him, or which he may recover in an action at law against said district.

It is further decreed that the contract between the John Day Irrigation District, and Lewis and Clark and John H. Lewis, made on January 4th, 1921, was ultra vires, and same should be and hereby is cancelled.

That of the warrants of said district issued to F. R. Brown the following should be and are hereby cancelled: No. 6 for \$362.50; No. 9, for \$22.70; No. 22 for \$107.58; No. 54 for \$112.00; No. 70 for \$122.00; No. 240 for \$210; No. 174 for \$345; Nos. 182-183 for \$272.75; Nos. 187-188 for \$99.50; and No. 212 for \$193.99, and that new warrants be issued by the board of directors in lieu of said cancelled warrants in such sum or sums as the services of said F. R. Brown may amount to, said services and expenses to be paid in accordance with the resolution of the board made on September 2, 1919 and fixed at \$50 per month as compensation while in Heppner, and \$5 per day and expenses when away from Heppner in his official capacity; and only such compensation and expenses as earned or incurred since the organization of said district shall be included in said new warrants.

That the warrants of said district issued to F. A. McMenamin, the following should be and are hereby cancelled:

Nos. 228 to 237, both inclusive, for \$500 each; and No. 28 for \$600, and that new warrants against said district be issued by the board of directors to said F. A. McMenamin, in lieu of said warrants Nos. 228 to 237, both inclusive, for such sum or sums as the board may find to be

due him for services performed under the authority of the resolution of the said board authorizing the issuance of said warrants, and dated March 14th, 1921, or which he may recover in an action against said district. And that a new warrant be issued to said F. A. McMenamin in lieu of warrant No. 28 for the sum of \$100, and for such additional sum as may be found by the board to be due him for any services performed after the organization of the district, and prior to November 1st, 1919, or which he may recover in an action at law against said district.

That the warrants of said district issued to C. C. Clark and Edward Rietmann, the following should be and hereby are cancelled: No. 26 for \$68.70; No. 41 for \$102.40; and No. 169 for \$117.44, issued to C. C. Clark, and No. 74 issued to Edward Rietmann, for the sum of \$209.76, and that new warrants be issued by said board of directors in lieu of said warrants, for any sum or sums included in said cancelled warrants to which they or either one of them may be entitled at the rate of \$3 per day and mileage at the rate of 10 cents per mile for attending meetings of said board and actual and necessary expenses paid while engaged in official business under the order of the board.

It is further ordered and decreed that the assessment made and levied by the board and by said district in the year 1920, was and is a valid assessment, and constitutes a lien against the lands included in the assessment roll. That the injunction heretofore issued and ordered by this court, in this suit, be and same is hereby dissolved and set aside, except as to the above described and cancelled warrants, and as to said warrants and each of them, the said injunction is continued in full force and effect, and made permanent.

It is further ordered that each

party pay his or its own costs, and disbursements, except that the John Day Irrigation District shall pay out of funds now on hand, the sum of \$103.15 to J. S. Beckwith, Court Reporter, as its share of the fees of said reporter.

Dated May 22nd, 1922.
GILBERT W. PHELPS, Judge.

FOR SALE—Two-man combine. Inquire this office.

NOTICE TO CREDITORS.
Notice is hereby given that the undersigned, has been duly appointed by the County Court of the State of Oregon for Morrow County, administratrix of the estate of John Garalde, deceased, and has duly qualified as such administratrix. All persons having claims against the estate of said deceased are hereby required to present the same, with the proper vouchers as required by law, to said administratrix at her home at Heppner, Oregon, or at the law office of Jos. J. Nys, at Heppner, Oregon, within six months from the

date of this notice.
Dated and first published, this 8th day of June, 1922.
CORNELIA BOTES,
Administratrix.

NOTICE TO CREDITORS.
Notice is hereby given that the undersigned has been appointed administrator de bonis non of the Estate of Andrew J. Stevenson, deceased, by the

County Court of the State of Oregon for Morrow County, and has qualified as such. All persons having claims against said estate are required to file the same properly verified, at the office of Woodson and Sweek, my attorneys, in Heppner, Oregon, on or before six months from the date of first publication hereof.
A. L. CORNETT, Administrator.
Date of first publication June 1, 1922.

A Men's Store For The Workingman

I have a complete stock of work clothes, from which you may select just the garment best suited for your work.

WORK PANTS of every description.
Full stock of **WORK SHIRTS**, including the "BIG YANK", the most popular work shirt made.

LIGHT HAREST SHOES. I have the famous **WEY-ENBERG SHOE**, the shoe that is made the strongest where the wear is greatest.

A Men's Store For Men
David A. Wilson
EVERYTHING IN MEN'S FURNISHINGS

FELL BROS.

Auto Repair Shop
Fords A Specialty
Oils and Grease
No-Nock Bolt
Fell Bros.
End of Willow Street, East of Patrick Hotel

GILLIAM & BISBEE'S COLUMN

Obituary
IN 1921
Our Business
DIED
NOW SHE'S DEAD AGAIN

We don't know where she's gone to, only trust for the best. But trusting won't do: that is what caused her death.
Bring some money instead of flowers to the funeral.
Gilliam & Bisbee

Ice Cream

Made from Pure Sweet Cream and Milk by
Morrow County Creamery Company
Phone in your orders for picnics and parties
Our Service Will Please You

Harvest With A Harris Combine

The Cheapest, Most Satisfactory Way
Karl L. Beach, Morrow Co. Agt.
Write or call on me at Lexington, or see
JASON BIDDLE, Heppner

Big Public Sale

55 HEAD OF HORSES AND MULES
40 head of mules and 15 head of horses, at
Condon, Oregon
Sat., June 17
1 P. M.
J. H. KNOX, Owner.

Shell Fish!

DO YOU ENJOY SHELL FISH?
Oysters
Clams
Crab
Served in any style to your order.
Our Sunday dinner should also attract you on these warm summer days.
Bring the wife and have dinner with us.
Elkhorn Restaurant
Heppner

Piles PERMANENT RELIEF
Legal Guarantee Given
No need of Knife—no pain—continue work. Ask to see Gleon's Pile Treatment.
PATTERSON & SON
Main Street, Heppner, Oregon

JEWELRY
The new store in Odd Fellows Building, Heppner
NOW OPEN FOR BUSINESS
Complete Line of
Diamonds, Watches and Jewellery
Swiss Watch Repairing
F. L. HARWOOD

STAR THEATER

FRIDAY, June 9th
Thos. H. Ince's great drama of Life and Love,
"Lying Lips"
featuring House Peters and Florence Vidor. From the jewel-bedecked parlors of London's aristocracy to the sweeping stretches of the Canadian great Northwest! Then back again to London over a storm-swept high sea which caught two souls in a horrible whirlpool of a hideous fate. The strange love affair of Nancy Abbott will arouse every heart in the universe. You will go home talking about "Lying Lips" and you'll live a happier life for having seen it. Also MOVIE CHATS

SATURDAY, June 10th
MARY MILES MINTER in
"The Little Clown"
A real honest-to-goodness circus story, using a real circus with lions, elephants, bears, coyotes, monkeys, not to mention the famous trained goose, "Mike," and the famous horse, "King George."
Pat was a daughter of the circus. Dick Beverly was the son of an aristocratic Southern family. Dick loved Pat in the circus but realized that she was different from the girls of his own class when he took her to his home. Making a lady of the fun-loving little clown, who was good at turning cartwheels but not up on social usage, proved a very difficult task; but love laughs at family traditions, even when the family scowls.
Also SCREEN MAGAZINE and CARTOONS.

Don't Fail to Attend the Big Northwest Mounted Police Show TONIGHT
Absolutely New and Intensely Interesting

SUNDAY & MONDAY, June 11 & 12
WALLACE BEERY and LEATRICE JOY in
A Tale of Two Worlds
FROM THE FAMOUS STORY OF THE SAME NAME BY GOUVENEUR MORRIS
Love, Mystery, Drama in the Heart of China-town.
The story of little Sui Sen, stolen from white parents during the Boxer rebellion and brought up as a Chinese girl; of Ling Jo, sinister tyrant of Chinatown; of Newcombe, bold American who lost his heart to Sui Sen; and of the terrible torture chamber of the Tong leader makes a picture that will live long in your memory.
Also Comedy, "INDIGO SUNDAY"—Don't Miss It.

TUES. and WED., June 13 and 14
MARGUERITE CLAYTON and CREIGHTON HALE in
"Women Who Wait"
A drama with the tang of the ocean, the sweep of the sea. A powerful play of sea-faring folk disclosing the clash of wills when men love and women wait. A tale of fisher folk so direct and human it will wreath your face in smiles and streak your cheek with tears.
Also Acapp's Fable, "FROGS THAT WANTED A KING" and Topic of the Day.

THURSDAY & FRIDAY, June 15 & 16
MACK SENNETT'S COMEDIANS in
"Home Talent"
A stirring story of stranded actors and high finance, featuring a notable cast of fun-makers and novelty photography never before used in any like production.
A tornado of joy with a cyclonic series of punches.
Also MOVIE CHATS

Big Celebration
PARKERS MILL, JULY 2, 3, 4, 5, 1922
FOUR BIG DAYS

There is no mystery about good oil
It must be made from crudes carefully selected for their "oiliness" and stability. These crudes must be refined to preserve their original characteristics and to make them pure.
In selecting crudes for Zerolene the Standard Oil Company has the advantage of its own large production of practically every type of crude. The company is not compelled to use any particular crude because it happens to be the only one available.
Crudes selected for Zerolene are brought to our refineries in special pipe lines. They are refined by our own patented, high-vacuum process which preserves their "oiliness" and stability.
No other refiner on the Pacific Coast uses any form of vacuum distillation. No other refiner in the United States uses as high a vacuum as this company.
Purity Essential
Zerolene oils are pure. This company has always considered the removal of all detrimental properties and compounds as essential in making Zerolene.
Because of their "oiliness," stability and purity, Zerolene oils give perfect lubrication, and permit the development of the maximum power, speed and gasoline mileage of the car.
Board of Lubrication Engineers
STANDARD OIL COMPANY (California)
more power & speed ~
less friction and wear ~
thru Correct Lubrication

Heppner-Arlington Auto Stage

Leaves Heppner, Hotel Patrick, 9:00 A. M.
Arrives Arlington, Grande Hotel, 12 M. Fare \$3.00.
Leaves Arlington, Grande Hotel, 2:30 P. M.
Arrives Heppner, Hotel Patrick, 6:00 P. M., Fare \$3.00.

Via Lexington and Ione
Arriving at Lexington from Heppner, 9:30 A. M. Fare 50c.
Arriving at Ione Hotel from Heppner 10:00 A. M. Fare \$1.00.
Arriving at Ione Hotel from Arlington 4:30 P. M. Fare \$2.00.
Arriving at Lexington from Arlington 5:30 P. M. Fare \$2.50.

CONNECTING WITH TRAINS NO. 2 and 18 EAST BOUND AND NOS. 1 and 17 WEST BOUND.
J. C. OWEN, Proprietor

Another Good Game of
BASEBALL
CONDON vs. HEPPNER
Heppner Athletic Field
SUNDAY, JUNE 11th
This will undoubtedly be the fastest game played here this season