

NOTICE OF SHERIFF'S SALE
In the Circuit Court of the State of Oregon, for the County of Klamath.

The American Bank and Trust Company, a Corporation, Plaintiff,
vs.
Marie L. Gifford and Walter S. Gifford, Wife and Husband, Defendants.

Notice is hereby given that, by virtue of an execution, duly issued out of the above-entitled court and cause, on the 13th day of January, 1912, upon a decree, made and entered of record in said cause on the 10th day of January, 1912, in favor of the above-named plaintiff, directing the sale of the premises therein and hereinafter described, to satisfy the sums respectively stated below.

Now, therefore, by virtue of said execution, and in compliance with said writ, I have duly levied on each of said premises, and will, on Tuesday, the 13th day of February, 1912, at 10 o'clock a. m. of that day, at the front door of the county court house, in Klamath Falls, Klamath County, Oregon, sell, at public auction, to the highest bidder, for cash, all the right, title and interest of the above-named defendants, and each of them, in and to each of said premises, hereinafter described, or so much thereof, in each cause of suit, as may be necessary to satisfy the sums named in said execution, respectively, and hereinafter made to appear; together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The said premises are to be sold, as aforesaid, in three causes of suit, and the amounts in payment of which the proceeds of each sale are to be applied in satisfaction of said judgments, appear respectively and immediately after the description of the premises in each cause of suit, as follows, to-wit:

1—Premises to be sold in first cause of suit:
Lots three (3) and four (4) in block thirty-seven (37), and lots one (1), two (2), three (3), four (4) and (5), in block twenty-one (21), of Second Addition to the city of Klamath Falls, Klamath County, Oregon; and
Proceeds from such sale to be applied to the payment of the principal sum of \$1,656.56 and interest thereon at the rate of 10 per cent per annum, from May 7, 1911; the sum of \$200, attorneys' fees; the sum of \$30.75, the proportionate part of the costs

and disbursements arising under this first cause of suit, and the accruing costs thereunder.

2—Premises to be sold in second cause of suit:
Lots five (5), six (6), seven (7) and eight (8), in block nineteen (19), of Second Addition to the city of Klamath Falls, Klamath County, Oregon; and
Proceeds of such sale to be applied to the payment of the principal sum of \$120 and interest thereon, at the rate of 10 per cent per annum, from February 10, 1911; the sum of \$25, attorneys' fees; for the sum of \$10, the proportionate part of the costs and disbursements arising under this second cause of suit, and the accruing costs thereunder; and

3—Premises to be sold in third cause of suit:
Lots 11 and 12, in block 19 of Second Addition to the city of Klamath Falls, Klamath County, Oregon; and
Proceeds of such sale to be applied to the payment of the principal sum of \$100 and interest thereon at the rate of 10 per cent per annum, from February 11, 1911; for the sum of \$25, attorneys' fees; for the sum of \$10, the proportionate part of the costs and disbursements arising under this third cause of suit, and the accruing costs thereunder;

And if there be any surplus, after the application of such proceeds to the satisfaction of said judgments, as aforesaid, in either of said causes of suit, the same shall be paid into said court to be further applied as by law directed.

Dated this 13th day of January, 1912.

W. B. BARNER,
1-13-2-10 h
Sheriff.

GUARDIAN'S FINAL ACCOUNT
Notice is hereby given that Altha Beach, guardian of the person and estate of John C. Beach, deceased, has filed in the county court of Klamath County, Oregon, her final account as such guardian, and that the court has fixed Thursday, the 15th day of February, 1912, at the hour of 10 a. m. of said day, at the court room of said court, in Klamath Falls, Oregon, as the time and place for hearing objections to said account and settlement thereof.

Given at Klamath Falls, Oregon, this 15th day of January, 1912.

ALTHA BEACH,
Guardian of the Estate of John C. Beach, Deceased. 1-16-2-6 h

"CITIZEN" GIVES A FEW STATISTICS

SAYS COUNCIL CLAIMS PRESENT CHARTER IS INADEQUATE, BUT FAILS TO POINT OUT IN WHAT PARTICULARS

Editor Herald:

Like the majority of the rank and file, I have patiently listened to the tirade of some of our common council against the present charter as a working instrument, but at no place along the line have I been able to ascertain from the utterances of its traducers wherein the present charter is not sufficient, except in one particular, viz: "Under it we can not issue bonds enough."

"Now, that may be sufficient to brand the instrument as 'N. G.' in the judgment of some people, in others it might not be.

Why don't they point out specifically, through the press, to the citizens wherein it is not sufficient as a "working instrument?" It would be an excellent idea to do so because Mr. Citizen is a voter, and unless he knows or is shown the manner in which the common council is hampered by the present charter, he might not vote for the new one, you know.

It is perfectly natural for the city administration, like an individual, when involved in embarrassing financial predicaments, resulting from poor business methods, to endeavor to relieve itself of responsibility by blaming something or somebody else for the condition.

In the present instance the blame is cast on the charter. But is the charter to blame?

Not being informed as to any other deficiency in the charter than the one referred to as a "working instrument," I shall confine myself to that.

The situation, as I gather it, is something like this. The present charter, section 33, provides "that warrant indebtedness shall not at any time exceed the sum of \$50,000 until the population exceeds 5,000. Section 34 provides "that the total indebtedness shall not exceed \$200,000 until the population shall exceed

7,500"; thus leaving a margin of \$150,000 for bond issues.

The bond situation sizes up about like this: We have outstanding—
Light and water bonds \$10,000
Rower bonds 45,000
Total \$55,000
Annual interest charge thereon is \$2,960.

There has been sold the following bonds, not yet approved:
Fire apparatus \$ 8,000
City hall and alts 30,000
Garbage alts 2,550
Total \$40,550

Which, if approved, will carry an annual interest charge of \$2,455, and raise our outstanding bond obligation to \$95,550.

Deducting \$95,550 from \$150,000, allowed for bond issue, we have left a margin of \$54,450 for future permanent improvements. That much money will, if the same plan is followed as in the first, second and third units put in about all the sewers that will be required for some time.

The limitations on bond issues in the present charter were placed there to safeguard the citizens against excessive bond issues during periods of enthusiasm over public improvements. And the limitation on warrant indebtedness was placed there to safeguard the citizen against extravagance on the part of our common councils. They are both wise provisions, as the history of all municipalities will attest. For no matter how high the limit is placed on municipal indebtedness it will be reached and often exceeded in periods of rapid development or boom periods, to the ultimate embarrassment of the municipality. In other words, it invariably leads to exactly the same condition in which the city of Klamath Falls finds itself today.

Does anyone believe that the present charter is to blame for this condition?

For my part I believe that the present limit on warrant indebtedness and on bond issues is as high as it should be for a 5,000 population.

But we have reached and exceeded our \$50,000 limitation for warrant indebtedness, and our common council is all up in arms over the situation it entails, and jumping onto the charter with both feet and raising a great hue and cry to distract attention. Why don't they stop and tell us how and why that limit was reach-

ed and exceeded? It is simply history repeating itself, the higher you place the limitation the worse you are off.

Now, we are given to understand that our common council proposes to lift the city from the slough of financial despondency by submitting to the people a proposed new charter, containing, among others, a provision raising the limitations on authorized municipal indebtedness as fixed in sections 33, 34 and 35 of the present charter to—what? I am not informed. But I do know that a few bank stands an awful fine chance of going broke whenever the dealer removes the limit to accommodate some plunger behind the cases. That may not be a deadly parallel, but it is awfully close to it.

We all are, or should be, endowed with a reasonable amount of civic pride and a spirit of up-building, but many a man when he comes to vote on this proposed new charter will say to himself, "Better bear the ills we have than fly to others we know not of."

CITIZEN.

The best and latest music at the White Pelican Orchestra's dance Saturday.

DRY SLAB WOOD
I am now delivering first class 16-inch dry slab wood to any place in the city for \$3 a load. Now is the time to get your wood cheap, before wet weather begins.

P. C. CAHLSON,
Leave orders at O. K. Transfer company or Oregon Hardware company.

NOTICE OF SETTLEMENT OF ACCOUNT
In the County Court of the State of Oregon, for Klamath County
In the Matter of the Estate of Rose E. Daggett, Deceased.

Notice is hereby given that Claude H. Daggett, executor of the estate of Rose E. Daggett, deceased, has rendered and presented for settlement and filed in said court, his final account of his administration of said estate, together with report thereof, and that on Thursday, the 15th day of February, 1912, at 10 o'clock of the forenoon of said day, at the court room of said court, at the courthouse of said county of Klamath, in the state of Oregon, has been fixed by said court as the time and place of settlement of said account and hearing of said report, at which time and place any person interested in said estate

Herald Want Ads

MISCELLANEOUS
KODAK FINISHING—First class and prompt results by Frank Duncan, over First National bank, or leave orders at Little Book store, two doors west of postoffice.

Dandy nice apples at Sunset Grocery, \$1.50 per box. 4-6t-w-1t

FOR SALE
FOR SALE—Dry slab wood, 16-inch, delivered to any part of the city. Ackley Bros. Phone 451. 16-1t

FOR SALE—Nearly new Wilton Rug, 9x12. Inquire at Herald. 15-3t

FOR SALE—All furniture of private home, this week only. Canal road, second door from Esplanade. C. W. Jorgenson. 15-3t

may appear and file his exception in writing to said account, and contest the same.

CLAUDE H. DAGGETT,
Executor of the Estate of Rose E. Daggett, Deceased.
Dated at Klamath Falls, Oregon, this 17th day of January, 1912.
1-18-2-15 r

SUMMONS
In the Circuit Court of the State of Oregon, for the County of Klamath.
M. M. Obenshain, plaintiff,
vs.
Ransome-Crummey Company, a Corporation, Defendant.
To Ransome-Crummey Company, Defendant Above Named:

In the name of the State of Oregon: You are hereby required to answer the complaint filed against you in the above entitled action, on or before the 2d day of February, 1912, that being the day of the last publication of this summons, and the last day within which you are required to answer, as fixed by the order of publication of this summons.

If you fail to appear and answer, the plaintiff will take judgment against you for the sum specified in said complaint.

Said action is brought to recover the balance of \$1,050, due from you to plaintiff, for services rendered and labor performed in said state of Oregon, between the 1st day of February and the 30th day of November, of the year 1910, and plaintiff's costs and disbursements in such action.

That the defendant was, at the commencement of this action, and now is, the owner of certain personal property, attached in Klamath County, Oregon, and described as follows, to-wit:

4 standard gauge cars,
1 street sprinkler,
1 2-horse street or road roller.

That on the 9th day of December, 1911, and after the issuance of summons to be served on said defendant, at the instance of the plaintiff, the sheriff of said county duly attached said above described personal property and now holds the same in his possession, at Klamath Falls, Oregon, by virtue of said writ of attachment.

This summons is published once a week, for six successive weeks, in the Evening Herald, a daily newspaper of general circulation, printed and published in Klamath Falls, Klamath County, Oregon, by order of Honorable Judge of the county of Klamath, state of Oregon, on December 21, 1911, the date of this summons being the 22d day of December, 1911.

STONE & BARRETT,
12-22-2-2 h Att'ys for Plaintiff.

5c

-

10c

15c

-

25c

-

50c

Tables 1, 2, 3, 4 and 5

Known as the big five tables at the Golden Rule Store will represent for nineteen hundred and twelve more real bargains than will be found in any other store in Klamath County, say nothing of the entire stock. These tables are located in Section 1, between aisles 1 and 2 and every article found on them would be considered

Real Bargains on Broadway in New York City

This plan will be followed closely during the year 1912 by all Golden Rule Stores, and you may expect to find some extra values every day during the year by just taking a few moments time to investigate. Remember, no Golden Rule Store ever has or ever will be undersold, and while this is strictly a legitimate advertising plan by which the people are to receive the benefit it is also intended to show you that this store can and does furnish new, crisp, up-to-date merchandise at a lower cost than other stores do.

OUR MOTTO:

GOLDEN RULE
THE PEOPLE'S STORE

Cash Buys cheaper than credit

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KLAMATH FALLS OREGON