

# Star Theatre

HIGHEST STANDARD PRODUCTIONS  
TERWILLIGER & PATRICK, PROPS.

TONIGHT

William S. Hart in  
"JOHN PETTICOATS"

Imagine Bill Hart, fresh from a lumber camp, landed plumb in the tangle of a ladies' lingerie business, willed to him by his uncle. In addition to a bushel of fun there is a smashing battle for a good woman's name

Always a two-reel comedy in addition

Sunday—Constance Talmadge in "Two Weeks"

## PERSONAL MENTION

Mrs. E. M. Edwards and daughters, Elsie and Carrie, and son, George, left on the morning train for Phoenix, Oregon, where they will make their home for the future.

C. A. Phillips, who has been at Crater Lake on a pleasure trip, was a passenger on the morning train for his home in San Francisco.

Mr. and Mrs. P. Trenthan and daughter, Bertha, and son, Willie, who have resided in this city for the past two months, left this morning for McMinnville, Oregon, where they will make their home.

Miss Nellie McAndrews was a passenger on the morning train for Grants Pass, Oregon, where she will visit with friends.

Sisters Beatrice, Susanna and George Marie left on the morning train for a visit to the Mother House at Nazareth, Kentucky. It is understood that three other Sisters will return with Sister Beatrice and Sister George Marie in order to take care of the increased growth of the Sacred Heart academy. Sister Susanna will remain in Kentucky.

Klamath people who took advantage of the opening of the sage hen season and went hunting, report upon their return that the sage fowl is very scarce this season or has changed its habitat. Bert Withrow didn't even see a bird and he claims to have walked over most of Langell valley. Garrett Van Riper was not very successful but did get a few.

Charles Beardsley and wife were in town yesterday from their home near Tule Lake.

William Brotherton and W. E. Patterson were county seat visitors; ranches in Poe valley.

Mrs. Alice Hickson proved up on her homestead yesterday. The property is in the northern part of Poe valley. Proof was taken before County Clerk C. R. De Lap.

Mrs. Harney Hall returned last evening from a two months' visit at her old home in Dayton, Ohio. Mrs. Hall was called east by the illness of her mother, Mrs. Thomas Callahan, which resulted in death on the first of July. Her illness was an aftermath of an influenza attack last January.

Mrs. N. M. Cantrell of Shippton, left this morning for a week's visit with her mother at Eugene.

Dr. and Mrs. W. S. Johnson of Bonanza returned yesterday from San Diego, Cal., where they have been spending several months for the benefit of the doctor's health.

Mr. and Mrs. David Turner of Langell valley have as guests Mr. Turner's parents, who are here from San Diego, Cal., where the elder Mr. Turner is engaged in an oil-seeking enterprise. They plan to make an extended visit in the valley with their sons, David and John Turner.

The Ladies of the B. P. O. E. respectfully request all Elks' wives and daughters to attend the club, Tuesday, July 29.

Wilbur Telford, Bob Riggs and George Stevenson will leave tomorrow for Crystal creek, where they expect to do some expert fishing.

Miss Meta Chastain, Karl Montgomery, Dorothy Shive, Walter Welsendanger and Jack Crenshaw left this afternoon for Crater Lake.

Miss Ellnor Torrey is in town today from Rocky Point, where she is spending a month's vacation.

Miss Vera Thompson returned yesterday from Rocky Point where she has been for a short time.

## TOO LATE TO CLASSIFY

**FOR SALE**—The Southeast quarter of the southwest quarter of section seven, Northeast quarter of northwest quarter and the west half of the Northeast quarter of Section Eighteen in Township Thirty-seven South, Range Eleven and one-half East of the Willamette Meridian. There is about three million feet of pine on this land. The price is \$10,000. For further information write owner, F. C. Desmond, Hollywood, Calif., 1727 N. Sycamore Ave. July 17-24-31-7-14-21

**FOR SALE**—Reo Bug, or will trade for good motorcycle with sidecar. See Crow Swanson's Barber Shop, phone 318. 17\*

**FOR RENT**—A private garage for large car, right in town. 17\*

**FOR SALE**—An abstract plant of Klamath county. Can be a good money maker. An eight room house and five lots. This is a snap for \$2000; on easy terms. Fifty-five acres 2 1/2 miles from Klamath Falls; house, barn, etc. A great buy at \$2500; on very easy terms. J. F. MAGUIRE, 715 Main St. 17-20

**MOTOR BOAT** for sale; 26x6, 36 h. p. Mitchell motor. Van Meter and Smith, Olene, Oregon. 17-23\*

Does your Ford boil? Try our centrifugal water circulating pumps. These pumps have many satisfied users. Klamath-Falls Auto Co., 1157 Main St. 17-17

Some rare bargains in used cars at the Howie Garage, Main street. They'll give complete satisfaction. 17-17

We have a well-selected line of used cars for sale at reasonable prices. Howie Garage, Main street. 17-17

We take in used cars only when we know they will give satisfactory service to our customers when we dispose of them. We have a number on hand now—see them. Howie Garage, Main street. 17-17

Johnson Mowers are the hay harvesters best friends. We sell them. Howie Garage, Main street. 17-17

The haying season is on; the grain harvest will be with us soon. Are you equipped to handle your harvest? We have harvesting and other farming machinery that will do the work for you as it should be done. Howie Garage, Main street. 17-17

The Johnson Mower has stood the test. It's the mower for you. We sell them. Howie Garage, Main street. 17-17

**SPECIAL HOME COOKED CHICKEN DINNER** at the WHITE LUNCH Sunday, 5.00 to 8.00 p. m. Price \$1.00. 17

Do you need harvesting and other farming machinery? Our line has proved its superiority. Howie Garage, Main street. 17-17

**USED CARS?** Why, yes. A Chalmers, Maxwells, Chevrolets, Fords, and trucks, etc. They're dependable and reasonably priced. Howie Garage, Main street. 17-17

Overhauled cars, splendid shape. A good line. You can't beat them. Howie Garage, Main street. 17-17

If you want to buy a serviceable used car we can sell you just the car you need. Reasonable prices, thoroughly overhauled, several kinds. Howie Garage, Main street. 17-17

We have a good line of used cars. Let us show them to you. Howie Garage, Main street. 17-17

**WANTED**—Horses to pasture. Altamont Ranch, phone 496-W1. 17-17

**ALPALFA HAY** for sale. Call Altamont Ranch. Phone 496-W1. 17-17

**SPECIAL HOME COOKED CHICKEN DINNER** at the WHITE LUNCH Sunday, 5.00 to 8.00 p. m. Price \$1.00. 17

**MICKIE SAYS:**

"A MAN WHO HAS A THING TO SELL WHO GOES 'N WHISPERS DOWN A WELL, MAY NEVER SO APT TO COLLECT DOLLARS AS USA THAT CLIMBS A TREE 'N HOLLERS."

SHAKESPEARE!



A Classified Ad will sell it.

# SERVICE

THE PROMPT EXECUTION OF ALL WORK AND ON TIME DELIVERY OF ALL ORDERS IS OUR SPECIAL AIM.

We have a good supply of material and a large crew of capable mechanics. Small, special orders turned out "while you wait."

STOCK SIZES AND PATTERNS IN MOULDINGS, WINDOWS, DOORS, FINISH, ETC., ALWAYS ON HAND.

SPECIAL SIZES AND PATTERNS MADE TO ORDER AS QUICKLY AS IS POSSIBLE FOR MEN AND MACHINERY TO DO THE WORK

Buy a "MADE IN KLAMATH FALLS" Product

## Lakeside Lumber Co.

NELSON ROUNSEVELL, Mgr.

Mill and Yards: Klamath Avenue and Center Street Telephone 128

# July 16

Was our second anniversary and on that date our resources totalled

## \$857,445.52

We wish to thank everyone of our friends who has made this growth possible. It has far exceeded our expectations and we do not know of a new bank on the coast that has equalled this record.

Please understand that we are not taking the credit for this growth on ourselves but place it where it belongs, to the prosperous condition of our own

### KLAMATH COUNTY

## Klamath State Bank

"THE GROWING BANK"

Located at the Corner 6th and Main  
KLAMATH FALLS, OREGON

Make our Bank Your Bank

Your Business Appreciated

Arthur M. Flynn, of the Arthur M. Flynn company, certified public accountants of Tacoma, Washington, is here looking over the country. He may decide to open an office in this city.

S. E. Icenbice was in town buying supplies this morning for his ranch at Pine Grove.

Mr. and Mrs. Richard Stericker are visiting at the home of Mr. and Mrs. J. J. Parker for a week, from their home at Saginaw, Mich. While here they will make a trip to Crater Lake.

Dr. T. H. Conger and family, who have a summer home at Rocky Point that they visit every summer, are expected in tonight from their home in Berkeley, California.

The Western Transfer company will be moving into their new location in the store building just vacated by Martin's 5-10-15 and 25 cent store, the first of the week.

Oscar Bunch is a Klamath Falls visitor from his home in Dorris, California.

H. D. Mortenson and guests left this morning for Kirk and for a trip by car into the Diamond Lake country.

## OPINION OF JUDGE HAMILTON IN SUIT

(Continued from Page 4)

not the law; while the contract remained executory the defendant had a right to stop the performance on the part of plaintiff by subjecting itself to such damages as would compensate the plaintiff for being stopped in the performance of the contract." The rule is again stated in Gibbons vs. Bente, 51, Minn., P. 499; 53 N. W., pages 756-757 as follows: "The question is as to the power of the parties of the second part to repudiate and arbitrarily break their contract by refusing to perform and by renouncing all liability under it, and thereby prevent a recovery for the full contract price should they disregard the breach and fully perform on their part. There seems to be no room for doubt upon this subject. While a contract is executory a party has the power to stop performance on the other side by an explicit direction to that effect, subjecting himself to such damages as will compensate the other party for being stopped in the performance on his part at that stage in the execution of the contract. The party thus forbidden can not afterwards go on, and thereby increase the damages, and then recover such damages of the other party." The question is again considered in the case of Davis vs. Bronson (N. D.) 50 N. W. Rep. P. 836 in which cases involving the question are referred to. It is here said: "The legal right on general principles of either party to violate, abandon, or renounce his contract on the usual terms of compensation to

the other for the damages which the law recognizes and allows subject to the jurisdiction of equity to decree specific performance in proper cases is universally recognized and acted upon." From an examination of the adjudged cases just cited, it will be seen that ordinarily the party who is willing to abide by an executory contract may treat it as subsisting up to the time when performance should commence for the purpose of insisting that the other party who has previously repudiated it, shall then and finally determine whether he will comply with its terms or persist in his resolution not to perform upon his part. But the party who has not broken his compact is not allowed to treat it as in force for the purpose of performing in direct opposition to the refusal of the other to abide by its terms and then enforce the payment of the contract price. One reason for this is found in the general rule that a person who has been injured by a breach of contract must put forth reasonable exertion to render the injury as light as possible. He can not negligently or willfully allow the damages to be unnecessarily enhanced, or if he does, the increased loss falls upon him.

This seems to be the law as established by many well considered cases.

Plaintiff's counsel invites a different rule based upon the fact that Klamath county's indebtedness at the time of the execution of the contract with plaintiffs exceeded the constitutional limit and that therefore plaintiffs' remedy is in equity,

whereby the special fund from which plaintiffs shall be paid, might be preserved and held intact. And further it is claimed that it is a subject peculiarly of equitable cognizance a decree specifically payment therefrom. The Court is inclined to view that if plaintiffs' contract is a valid one as against said special courthouse fund, then for a violation of said contract said fund would be equitably available to plaintiffs for any damages recovered. From its foregoing statement as to the Court's conclusion as to the law applicable here, it follows that when the court of Klamath county said plaintiffs that the county did not intend to assert to nor comply with the terms of said contract; that the county would not receive said courthouse, plaintiffs were at liberty in face of such refusal—to proceed to erect and complete said courthouse and recover from Klamath county for the completed structure. If plaintiffs have a valid contract with Klamath county (which in my opinion as stated they do not have) their remedy for a violation thereof is an action for damages.

Other questions in this case have been discussed, but the subjects herein alluded to, being decisive as to the right of plaintiffs to a decree, it is not deemed necessary that they be referred to or decided. Believing that the equities in this case are with defendants, plaintiffs' suit is ordered dismissed.

J. W. HAMILTON, Judge  
Dated July 15th, 1930.

# LIBERTY THEATRE

THE PICK OF THE PICTURES AND A NEW ONE EVERY DAY

H. W. POOLE, Owner HARRY BOREL, Musical Director

TONIGHT

"OLD LADY 31"

will appeal to your finer feeling—it's a heart story

SUNDAY

You remember how well you liked "The Lone Wolf" and "False Faces"—how you admired Michael Lanyard? Then see

"THE LONE WOLF'S DAUGHTER"

with Louise Glau as the girl—it is thrilling and will hold your interest every summer

The Show will be Continuous on Sunday commencing at 1:00 P. M.

MATINEES 10 AND 25 CENTS  
EVENINGS 15 AND 25 CENTS