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To Introduce the Aluminum Ware subscribers to the Headlight can obtain a

\$2.50 COFFEE POT PERCOLATOR for \$1.00.

At the Headlight Office.

Base Ball Games.

Haltom's invincibles met their first real Waterloo in the Tillamook County League Sunday when they failed to connect with Patterson's slow ball. Patterson who is a recent addition to the Bay City aggregation, had the league leaders whiffing at the strong northwest wind for nine weary innings allowing an occasional hit, which with a few passes and errors gave Tillamook 6 scores. Blanchard pitched a fine game but was given no support which accounts for the 8 to 6 score against him.

The Red Men lost to Beaver 10 to 2. The early part of the game promised to be an uninteresting session. The Indians as usual were slow getting started and in the first three innings Beaver got 10 scores. In the remaining seven frames not a Beaver got past first base, but the locals were only able to earn two runs off of Johnson's delivery.

Next Sunday Haltom's will play Beaver, and Bay City will meet the Indians on the local diamond. This will be a game worth seeing as the Redmen are determined to muss up Bay City's winning streak.

Standings of the teams.

	Won	Lost	Pct.
Haltoms	5	2	.714
One game forfeited to Beaver.			
Bay City	4	2	.666
Beaver	3	4	.428
Redmen	1	3	.250

Postmaster General Burleson Tuesday ordered that the size of packages for parcel post shipments be increased to a combined length and girth of 84 inches, which will permit the mailing of standard-sized fruit and berry crates.

X-Ray Is Used in Quest for Bombs.

New York, July 20.—The discovery of bombs in the cargoes of several ships that have left here for Europe during the last few months has resulted in the taking of unusual precautions with the regard to the stowing of freight on steamships now in port.

On some of the piers every box and package is opened on the dock and the contents examined before it goes aboard the ship, the gangways and hatches being watched to see that the packages are not tampered with after being inspected. Electrical devices and mechanical instruments to detect suspicious contents of bales and packages are also in use.

At one pier an X-ray machine is used to examine bales of cotton, cloth etc., for possible concealed bombs, and at another pier instruments are used by which hidden bombs operated by clock work might be detected.

Restrictions to visitors to the piers are rigid.

There is more Catarrh in this section of the country than all other diseases put together, and until the last few years was supposed to be incurable. For a great many years doctors pronounced it a local disease and prescribed local remedies, and by constantly falling to cure with local treatment, pronounced it incurable. Science has proven Catarrh to be a constitutional disease, and therefore requires constitutional treatment. Hall's Catarrh Cure, manufactured by F. J. Cheney & Co., Toledo, Ohio, is the only Constitutional cure on the market. It is taken internally in doses from 10 drops to a teaspoonful. It acts directly on the blood and mucous surfaces of the system. They offer one hundred dollars for any case it fails to cure. Send for circulars and testimonials.

Federal officers and the Chicago police began an investigation as a result of a letter received by the Daily News from a man who signed himself "J. S. K." and asserted that he had placed explosives aboard the Lusitania before the steamer started last trip from New York.

JUDGE HOLMES SUSTAINED.

Supreme Court Affirms Opinion in Miami Quarry Case—Court Scores the Appellants.

The Supreme Court handed down a decision in the case of W. G. Dwight appellant, vs. Geibisch & Joplin, appellants, from Tillamook County, suit to enjoin defendants from taking stone from a quarry, judgment of Circuit Judge Holmes for defendant, modified; opinion by Justice McBride.

Justice J. McBride in his decision says: It is difficult to completely state the issues made on the pleadings on account of their great length, but the foregoing is deemed to present a general outline sufficient for the purposes of this case. While the testimony is contradictory in some particulars, a careful perusal of it satisfies us that the findings of the circuit court are justified in every particular. The proposition contained in the letter from Kiger to Major Morrow describes property not taken possession of by the defendants, but this was either an oversight and mistake on the part of Kiger or a part of a scheme entered into by him and plaintiff to deceive persons who might be disposed to bid on the strength of the inducements there offered. The proposal originated in an investigation on the part of the officers of the city of the capabilities of the premises afterward occupied by defendants as a possible or prospective rock quarry. There was no mistake or misapprehension on the part of Kiger as to the actual, physical location of the quarry. The officers of the port knew and Kiger knew that the particular piece of ground afterward occupied by Geibisch & Joplin was the one desired for the purposes of a quarry, and the fact that it was misdescribed in his original offer to Major Morrow can make no difference. There can be no doubt from the testimony that he encouraged these defendants to enter the property and expend a large sum of money upon the faith of his agreement to let them have rock for one cent per ton, with a promise that they would pay him a larger price, fixed by defendants' pleadings at four cents per ton, for rock taken for other possible contracts and by the plainest principles of equity he cannot now be heard to say that because the contract, through no fault of Geibisch & Joplin, was not reduced to writing, it should be treated as void. The defendants Geibisch & Joplin having entered upon the premises on the faith of Kiger's parol agreement and by his consent and expended a large amount of money in opening the quarry, and having fully performed their part of the agreement, are not to be dispossessed because their agreement did not come up to the measure required by the statute of frauds. Curtis v. La Grande Hydraulic Water Co., 20 Or. 34, 23 Pac. 808, 25 Pac. 378, 10 L. R. A. 484; Kelsay v. Bertram, 63 Or. 563, 127 Pac. 777, and cases there cited. So far, therefore, as the defendant Kiger is concerned, the finding of the court and the decree are correct, except that it does not go far enough and enjoin Kiger from in any way interfering with the possessions of Geibisch & Joplin so long as they continue to carry out their contract and pay him one cent per ton for rock taken upon the instant contract and four cents for rock hereafter to be taken upon their contracts; and the decree should be corrected in that respect.

As to plaintiff we are disposed to adopt the theory of the learned judge below who heard his testimony and was better able to judge of its credibility than we are. It is not going too far to say that much of it seems very improbable. He had been a business associate of Kiger for several years, being a tenant in common with him in at least two other parcels of realty. He occupied the same office with him, and their desks were not over four feet apart. They had the same stenographer, and it is evident that their relations, business and otherwise, were intimate. At the time Kiger made the offer to Major Morrow plaintiff knew that he owned only a half interest in the land, and about the time Kiger made his offer to Major Morrow and during the time the officers of the Port of Bay City were investigating the facilities for obtaining rock for the jetty, he wrote and obtained an option to purchase the other undivided interest in the tract. This option was allowed to lapse, but after Geibisch & Joplin had entered upon the land and begun work and had expended money in preliminary work, rights of way, etc., he completed the purchase, and on March 9, 1914, put his deed upon record. He claims that he never consulted Kiger about the purchase or informed him that he had an option on the property; that he never heard of any investigation of its capabilities as a quarry, nor discussed the subject with Kiger; that he never knew or heard of the proposal of Kiger to Major Morrow, or of any agreement between Kiger and Geibisch & Joplin. In fact, he seemed to wish to impress the court with the idea that he supposed the tract was unoccupied, wild land, valuable only for timber, until his purchase was completed. He goes so far as to state that he had never seen the land up to the time he bought it. Considering the intimate relations between himself and Kiger his story is intrinsically improbable. That he would purchase a piece of land which he had never seen and never inquired of his associate, who he knew owned the other half as to its value, the character of the soil, the amount and quality of the timber, and its other characteristics, is not readily to be believed. In fact, the whole story is unlikely, and we are inclined to believe, as did the circuit court, that from the beginning there was a conspiracy between him and Kiger to beguile Geibisch & Joplin into the belief that Kiger owned the whole property, and that when they had expended such a sum of money in opening up the quarry that it would cause them great financial loss to go elsewhere for stone, to extract from them a larger price therefor; and the event shows that he carefully waited from March 9th, the date of his deed, until May 24th, allowing Geibisch & Joplin

to go on with their improvements and expenditures in fancied security before he notified them of his claims to the property, while in the meantime his confederate Kiger was putting off the execution of the agreement with Geibisch & Joplin until they should get so deeply involved in the transaction that it would be ruinous to retreat. Neither of these men have any claims to relief in equity. "Nothing," observes Lord Camden, "can call forth this court into activity, but conscience, good faith, and reasonable diligence, where there are wanting, the court is passive, and does nothing." Smith v. Clay, 5 Brown's Chancery Reports, 639. All these are wanting in plaintiff's cause. His conduct has been unconscionable, destitute of good faith, and wanting in diligence, and he is thereby estopped, so far as this case is concerned, to assert that Kiger was not the owner of the property; and his remedy, if any, is against his cotenant for his moiety of the royalties obtained from the sale of stone. Let a decree be entered accordingly.

By order of the court G. W. Kiger was made a defendant in the case. The attorneys in the case were S. S. Johnson and Oak Nolan for appellant and Geo. W. Stapleton and H. T. Botts for respondents.

Congratulates Tillamook Industry.

Carl Haberlach has received the following letter, which is of interest to the dairymen of Tillamook County. It is from a prominent business man of Portland who had read the annual reports of the production of cheese in Tillamook County which was published in the Tillamook Headlight on June 3, and shows how much better the dairymen have done in Tillamook County than in other parts of the state:

"I have been reading with interest your reports for 1914 and I note what you say in relation to the prices made for butter fat up to date this year. I want to congratulate you upon such a splendid showing. I realize it is several cents short of last year, but as you probably know, I produce sweet cream for the Portland market myself, and I have a great many neighbors on adjoining ranches on the Columbia river doing likewise, and the average price paid to my neighbors during the past six months for butter fat (and this means sweet cream) has been around 30 cents; a little less rather than above 30 cents, for two or three months. Some of my neighbors only received 26 cents for butter fat. They are now getting in the neighborhood of 33 and 34 cents. So the organization you have in Tillamook appears to me to be the greatest for the farmers there is. In most sections of the state they are receiving from 5 to 10 cents less for butter fat than the Tillamook farmers are making."

Christian Church.

We are glad to invite the public to hear the following program at the church Sunday night.

- 1.—Congregational singing.
 - 2.—Piano solo.
 - 3.—Orchestra selection by McGhee's orchestra.
 - 4.—Special anthem by the choir.
 - 5.—Vocal solo by James McCallum of Kellams-McCallum Evangelistic Co.
 - 6.—Sermon Subject: "How Can I go to my Father and the Lad be not with me."
 - 7.—Pantomime by 5 young ladies under the spot-light, this number is repeated by request of many.
 - 8.—Invitation and benediction.
- We are making special effort to hold our Sunday School up to the 200 mark during the summer. Don't say it can't be done, but come and help us, the hour is 10 a.m.
- Morning sermon subject: "The good Shepherd giveth his life for the sheep."

H. A. VanWinkle, Pastor.

Bids Wanted.

Notice is hereby given that the School Board of School District No. 32, Tillamook County, Oregon, will receive sealed bids for the erection of a school building, on the school grounds of said district, being situated about five miles east of the town of Beaver. Said bids will be opened Monday, August 2nd, at the hour of 1 o'clock, p.m. at the residence of the district clerk of said district. Copies of the plans and specifications will be on file in the office of the County School Superintendent and with the district clerk.

The Board reserves the right to reject and all bids.

Fannie Smith, Dist. Clerk, Beaver, Oregon.

Harmony.

Clarence Mallett and Bud Hamlin, left on Monday for points in the valley.

Harold Anthony, of the Am. Museum of Natural History, New York city, is collecting specimens in the vicinity of Harmony in the interest of the museum. Mr. Anthony recently burned both of his hands, while he accidentally touched off a photo flash light apparatus that he had set for photographing mountain beaver in their natural state.

With cloudless skies this new week has made a good beginning and haying has been resumed. Some hay is reported to have been spoiled in this section by the wet weather.

G. G. Graves and family left Saturday for a week's camping at Pacific City.

Three officials and an agent of the Old Capital Dairy Company in Ohio were found guilty of defrauding the government out of revenue taxes on oleomargarine amounting to \$1,000,000, by a jury in United States District Court. The defendants who have been on trial since June 22, were tried jointly on two indictments, which contained ten counts, one charging conspiracy to defraud, one charging fraud. On the conspiracy charges the defendants were found not guilty.

HUNDREDS OF CLEARANCE BARGAINS ARE NOW BEING DISPLAYED.

We invite you to make a tour of inspection. You will surely find many things that will save you money if bought now. The items mentioned below are typical of the bargains you will find displayed in every Dept.



\$1.39 Pair.

\$1.39 Pair.

FOR ACTUAL \$1.75 VALUES IN "AMERICAN LADY" CORSETS.

An exceptional sale of "American Lady" Corsets made possible only by the fact that the size range is slightly broken.

The models are positively up-to-date both in shape and style and are shown with medium high busts, medium length skirts finished with four strong elastic Hose supports. They are very lightly boned thus making an ideal Corset for present warm weather wear. All sizes from 18 to 27, excepting 21 and 22. Actual \$1.75 values for \$1.39

WE SELL WAYNE KNIT HOSIERY FOR MEN WOMEN AND CHILDREN.

A Social Purchase of MARY PICKFORD CAPS That Enables Us to Offer Them At 79c. Each.

These popular and altogether useful, becoming and comfortable fitting Caps for Ladies for Beach, Outing or Auto wear are shown in neat Black and White Checks, Plaids in several colors, and in Block Checks in Tan White and Black, and Helio White and Black. To see them is to want one. Get yours now while the selection is at its best.

Haltom's

Cool, Comfortable and Stylish LADIES' MIDDY WAISTS At \$1.39 Each.

That are Actually Worth Much More. A timely purchase from a house closing out this line of Middy Waists enables us to offer them at this exceptionally low price. They are shown in perfectly finished garments, up-to-date in style and in sizes 18 and 20 years and 34 to 44 bust measurements. Shown in plain white, some are trimmed in Navy, Red and Blue and others with White Braid only.

WE ARE NOW SHOWING AN EXTENSIVE SELECTION OF LADIES' SUMMER MILLINERY AT HALF-REGULAR PRICES.

An Interesting Clearance of LADIES' BATHING SUITS At \$1.98 Each.

For Actual \$2.00 Values. This Clearance of Ladies' Bathing Suits is an excellent opportunity for securing Beach wear at an exceedingly low price. Whilst the selection is limited there are almost all sizes from 34 up. The Suits are shown in Navy Blue only and are neatly trimmed with white Braids.

Cannery to Start Up.

This bit of good news reached Cloverdale this week and everybody is jubilant over the fact. Work is now progressing rapidly in getting the cannery in condition for the season's run. Mr. Penner, the manager of the factory, expects to have it ready and running sometime between the 1st and 15th of August. Their boat with a cargo of cans is expected in today. The operation of the cannery will give employment to the fishermen and others and help to make times better in this end of the county—Courier.

Carranza is winning, though the fluctuation of revolutionary stock is more confusing than stocks on Wall street.

Printing Point Does Not Bob Up and Down

In an L. C. Smith & Bros. Typewriter the point on the paper which is to receive the type impression is stationary at the instant the type hits. The carriage does not bob up and down when the shift is made to write capitals.

Why?

Because the type is shifted—not the carriage.

The only movement of the carriage is back and forth on its closely adjusted ball bearing runways—and this does not take place while the print is being made. There is no lifting of the carriage.

This is one reason why L. C. Smith & Bros. typewriting is free from blurs and every letter in the right place.

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