

ONE OPINION WAS RENDERED

Circuit Judge Burnett Is Reversed in a Case From Linn County

SUPREME COURT HELD THAT THE CIRCUIT COURT COMMITTED AN ERROR IN GRANTING NON-SUIT IN DAMAGE CASE—REMANDED FOR TRIAL.

The Supreme Court yesterday handed down one opinion only, as follows: M. Bussard and John Robson, partners doing business under the firm name of Bussard & Robson, appellants, vs. Riss E. Hibler, respondent; appeal from Linn county, Hon. Geo. H. Burnett, judge, reversed and remanded. Opinion by Chief Justice F. A. Moore.

This action was commenced in the justice court of Linn county to recover damages for the breach of an alleged agreement. It is averred in the complaint in substance, that on March 25, 1922, the plaintiffs, Bussard & Robson, entered into a contract with the defendant by the terms of which he agreed to purchase all of the mohair that could be procured at suitable prices, in the vicinity of Seio, and deliver the same to them at that place upon their reimbursing him for his expenditure and paying him one cent a pound on commission; that in pursuance of such an agreement he purchased about 2000 pounds prior to April 15, 1922, when the contract was so modified that he was to continue purchasing mohair for them and deliver the same at Albany, at the close of the season, for which they were to pay him 24 1/2 cents per pound, whereupon they advanced to him, on account, the sum of \$400; that thereafter defendant purchased about 6000 pounds, but delivered to them only about 1633 pounds, and at the close of the season, about April 30, 1922, he refused to deliver the remainder or any part thereof to them at Albany, but he sold and delivered all the remainder to one Metzker; that at the close of the season the market value of mohair was 28 cents per pound, and by reason of the defendant's refusal to perform his part of the contract they were deprived of the profits on 6367 pounds thereof to their damage in the sum of \$222.34, for which they demand judgment.

The defendant, however, averred that when the contract was entered into the plaintiffs agreed not to purchase any mohair in the neighborhood of Seio, the defendant's territory, and to furnish him with a daily report of the market price; that they refused to furnish him said report but provided him statements of prices less than the true market quotations and that they offered his customers a greater price than he could pay under the circumstances and that he had delivered to them an amount of mohair to the value of the amount of cash received. The case came to trial in the justice court, and a judgment rendered for the plaintiffs, from which an appeal was taken to the circuit court, which resulted in a judgment of non-suit and plaintiffs appealed to the Supreme Court on the grounds that the trial court erred in allowing and granting the respondent's motion for non-suit and in entering said judgment of non-suit in favor of respondent and against the appellants, and in entering said judgment for costs and disbursements.

The Supreme Court, after reviewing the testimony given by the defendants' witnesses, held that plaintiffs do not seek to recover such damages as would ensue if they had a contract for the resale of the commodity to a particular person, and this being so, the complaint is sufficient to sustain a judgment for general damages, and that as the plaintiffs were willing and ready to receive and pay for the mohair agreed to be delivered, such amount is sufficient to show a readiness on the part of the plaintiffs to keep and perform their part of the agreement, and that an error was committed in granting the non-suit and hence the judgment is reversed and the cause remanded for a new trial.

AWAITED WITH INTEREST.
Thos. Reynolds, local agent for the Wells Fargo Express Company, last Saturday received two pigeons from S. Wilkinson, The Dalles, Oregon, with instructions to liberate them at 8 o'clock a. m. Sunday. They were turned out on the court house grounds at 8:45, and when last seen were circling over the business portion of the city, evidently taking in the situation, so in case they were fortunate enough to visit this fair city again they will feel more at home. News of the time they arrive at The Dalles will be awaited with interest.

ON CHARGE OF PERJURY

Governor Chamberlain Issued Requisitions for David and James Kenny

MADE AFFIDAVIT BEFORE COUNTY CLERK OF MULTNOMAH THAT FIFTEEN-YEAR-OLD GIRL WAS OF AGE IN ORDER TO OBTAIN LICENSE.

Upon the information of John H. Oker, and the application of the district attorney, John Manning, Governor Chamberlain yesterday issued two requisitions upon the Governor of Washington for the return to this state of David W. Kenny and Jas. R. Kenny, who are held in custody in the town of Orting, Washington, the latter upon the charge of subornation of perjury, and the former upon the charge of perjury. The information charges that David W. Kenny, being desirous of marrying one Ella V. Aker, who was a resident of Orting, Washington, and of the age of 15 years and 14 months, on February 11, 1922, made application to the county clerk of Multnomah county for a marriage license, and in order to obtain same made affidavit to the effect that said Ella V. Aker was a resident of Multnomah county and was above the age of 18 years. Jas. R. Kenny signed the application for a marriage license as witness. Joseph Day, a detective of Portland, was appointed the state's agent, in whose hands the warrants were placed.

WAS IN BAD COMPANY

SECRETARY WISDOM BLAMES WAYS AND MEANS COMMITTEE FOR VETO OF BILL

(Evening Telegram.)
"The bill appropriating \$10,000 for the improvement of the State Fair Grounds was vetoed because it was in bad company," said M. D. Wisdom, the secretary of the State Fair Board, when seen this morning in reference to the Governor's veto of the measure. "I rather expected that it would be vetoed," continued Mr. Wisdom. "Instead of making out the appropriations in separate bills and letting each one go through on its merits, the Ways and Means Committee bunched them all together under one general appropriation bill, and the good ones had to suffer for the sake of the bad ones. One could not be vetoed without all of them suffering the same fate. Along with the State Fair Grounds appropriation was one providing for \$14,000 for an executive mansion; \$1,000 for Tracey and Merrill claims, and \$34,000 for scalp bounty payments. The only measure of genuine merit in the whole bunch was the State Fair appropriation. The improvement is not only needed, but is an urgent necessity, created by the demands of an increased attendance."

CREAMERY ASSOCIATION—
Articles of incorporation of the Pleasant Hill Creamery Association were filed with County Clerk Lee this afternoon. The incorporators are: R. J. Hemphill, H. C. Wheeler, D. C. Linton, Wm. Klugam and J. F. Brewer. The objects are to build, equip and operate a creamery. The principal place of business will be at or near Pleasant Hill. The capital stock is \$300, divided into 150 shares of \$2 each.—Eugene Guard.

THE EQUITY DEPARTMENT

Of State Circuit Court Convened in Regular February Term

AND MANY CASES UPON THE DOCKET ARE DISPOSED OF AND COURT ADJOURNED UNTIL 10 O'CLOCK THIS MORNING—THE DOCKET ENTRIES.

Department No. 2, of the State Circuit Court for Marion county, was convened in regular session by Judge R. P. Boise, yesterday morning.

During the day the following docket entries were made, after which the court adjourned until 10 o'clock this morning.

J. F. Briggs, plaintiff, vs. Alice M. Beeler, et al, defendants; confirmation; sale confirmed.
J. S. Fish, plaintiff, vs. State Land Board, defendant; dismissed as per stipulation.
T. J. Seufert, plaintiff, vs. State Land Board, defendant; dismissed as per stipulation.
H. W. Waters, plaintiff, vs. T. T. Seer, Gov., et al, defendants; mandamus; dismissed.
The Home Sewing Machine Company (a corporation), plaintiff, vs. Jennie Gray, et al, defendants; confirmation; sale confirmed.
Joseph H. Fisher, plaintiff, vs. Blanch M. Fisher, defendant; divorce; default entered.
A. N. Lewis, plaintiff, vs. John C. Hertz, defendant; suit for accounting; accounts filed; compensation of receiver, \$250; receiver ordered to pay funds to creditors.
Joseph E. Swayze, plaintiff, vs. Nettie Swayze, defendant; divorce; default entered and trial set for Tuesday, at 10 o'clock a. m.
E. M. Hurd, plaintiff, vs. Irma Hurd, defendant; divorce; trial set for Wednesday, at 2 o'clock p. m.
J. F. T. B. Brentano, admr., plaintiff, vs. Peter Wilquet, et al, defendants; foreclosure; to stand until case in probate court is disposed of.
Chemeketa Lodge, No. 1, I. O. O. F., plaintiff, vs. J. H. Ware, et al, defendants; foreclosure; service not complete.
Paul Sroat, plaintiff, vs. P. L. Frazier, et al, defendants; cross bill; trial set for Thursday at 10 o'clock a. m.

Judge George H. Burnett also held an adjourned session of Department No. 1, of the State Circuit Court for Marion county, during which the following entries were made on the docket:

R. G. Moore, plaintiff, vs. W. H. H. Samson, et al, defendants; action for money; settled.
F. J. Eldridge, plaintiff, vs. John Hofer and Casper Zort, defendants; a suit for damages; defendants' motion to strike out part of amended reply argued and submitted.
Mary F. Gibson, plaintiff, vs. Hofer Bros, defendants; action for damages; plaintiff's motion for new trial argued; judgment for plaintiff on verdict for one dollar, together with costs and disbursements taxed at one dollar.
W. H. Holmes, plaintiff, vs. T. W. Wann, defendant; settled.
A. J. McFarlane, plaintiff, vs. G. B. Cornelius, defendant; action to recover real property; defendant's motion for new trial overruled; judgment for the plaintiff on verdict.
Court adjourned to Monday, March 16th.

NEW CREAMERY—
The creamery at Jefferson will be ready to run next week. The building is one of the most complete in the state, having cement floors in all the rooms. A six-horse engine will furnish power. The machinery is all new, and of the latest and best make. The proprietor, Mr. Eldridge, has no superior as a creamery man, and there is every reason to think that the enterprise will be a success right from the start. If you have any cream to sell, bring it to your home creamery. You will realize as much for it as you can by sending it away. It is a good principle to always aid in building up home enterprises.—Jefferson Review.

ASKING FOR PARDON.

Hon. A. W. Gowen, of Burns, Harney county, was in Salem for the purpose of presenting the case of James Weaver for a pardon. Weaver is serving a life sentence in the Penitentiary, having been sent from Harney county for murder in the second degree. Governor Chamberlain patiently listened to a statement of the case of Weaver by Mr. Gowen for an hour and a half, and he promised to look into the matter further and to see Weaver himself at the Penitentiary. Governor Chamberlain has not yet exercised the pardoning power in any case.

ARE PLAYING WAITING GAME

Brewers in East Buying from Hand to Mouth in Hopes

THAT THE GROWERS WILL SOON GROW TIRED OF WAITING AND RELEASE THEIR HOLDINGS—HOPS MUST EVENTUALLY HAVE TO GO AT FANCY PRICES.

(From Sunday's Daily.)
A Statesman reporter held a brief interview last evening with Mr. T. A. Livesley, the hop merchant, who has just returned from a three months' business trip to points in the East. Mr. Livesley visited all the prominent cities going south as far as Kansas City, and then continuing East to New York. In speaking of the hop situation, Mr. Livesley said:
"As conditions exist now it is a fight between the brewer and grower, both being determined. There are but few brewers who have bought what they consider a full supply for the year, the majority buying only for immediate consumption. The merchants are about 10,000 bales short of hops contracted for delivery to the brewers; there are scarcely any hops in storage, so the natural result must be, if the growers who have not yet disposed of their crops, will hold for prevailing, or better prices, that the brewers must eventually come to their terms. There are probably 25,000 bales of hops in the hands of Pacific coast growers and the brewers will need them all, so it remains with the grower whether they will throw their hops on the market or hold and demand higher prices."
Mr. Livesley visited all the larger brewers and in interviewing the brewers learned that many of them have adopted the waiting plan in the hope that the growers will eventually give in, still they admitted that should the growers remain firm they would be compelled to buy their crops, even though they would have to pay fancy prices.

"My Sons"

said a great business man, "are my partners and they need all the strength and courage I can give them," and he forthwith paid for a \$1,000,000 policy in The Mutual Life Insurance Company of New York. Not without the most careful investigation, however, extending over six months. He was convinced by just such facts as led the President of a National Bank in New York to make the curious and shrewd provision in his will, which is contained in "A Banker's Will." Write for it and also for the account of the \$1,000,000 policy, "The Largest Annual Premiums."

This Company ranks First—In Assets.
First—In Amount Paid Policy-holders.
First—In Age.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK,
RICHARD A. McCURDY, President.
Nassau, Cedar, William and Liberty streets, New York, N. Y.
W. L. Hathaway, Mgr., Portland, Or.

Practical Dentistry

E. E. BAILEY, D. M. D.
Graduate of North Pacific Dental College

OUR MOTTO—Honest Work at Honest Prices

All Work Guaranteed. Examination Free

Rooms 1-2 McCornack Bldg. Take elevator, over Jos. Meyers & Sons store

New Challies at 5c a yard

These are wonders for the money. Pretty patterns and good quality. We have no hesitancy in saying they are the best goods for the money on the market.

Turkish Towels 25c a pair

Large white ones, nothing like them ever offered at this price.

New Spring Millinery

now being opened at

GREENBAUM'S

Dry Goods Store,

302 Commercial St. 1st door south of the Post Office. Salem, Oregon.

A CHANGE IN BOARD
SUPT. ACKERMAN SUCCEEDED ON REFORM SCHOOL BOARD BY TREASURER.
The board which will hereafter control the destinies of the State Reform School is now composed of the Governor, Secretary of State and State Treasurer, the latter taking the place of the Superintendent of Public Instruction, by operation of House Bill No. 303, which has just become a law. The new board met yesterday and Mr. Gtens, the Governor's private secretary, will act as its clerk. House Bill 303 intended also to change the name of the State Reform School to the State Industrial School, but Senator Daly, of Corvallis, didn't propose to have more than one "Industrial" school in Oregon, so he killed that section of the bill. The State Superintendent will still have supervision over the educational features of the school and will report thereon to the board, but will have no official voice in the appointment of officers or the business management.

IN PROBATE COURT
MARCUS BROWN, WARD OF THE "BAILEY HOME" ADOPTED INTO LINDSAY HOME.
Irwin L. Lindsay and Sarah E. Lindsay petitioned the court for the adoption of Marcus Brown, aged four and one-half years—a recent ward of the "Bailey Home" of Portland, Oregon. Nellie Engle was yesterday appointed by the county court, as administratrix of the estate of her late husband, Columbus Engle. The property belonging to the estate is valued at about \$500. Mrs. Engle filed her bond in the sum of \$1000, which was approved by the court.

HE GOT OFF EASY
WIN ROBERTSON PLEAD GUILTY TO LARCENY AND WENT TO JAIL.
In Justice of the Peace E. D. Horgan's court, yesterday at 2 o'clock, Win Robertson, the young man who was arrested Saturday morning in Oregon City, had his hearing upon the charge of "burglary."

John H. McNary conducted the prosecution and after consulting with Jack Ryan, the prosecuting witness, and with Robertson, who declared he was under the influence of liquor when the burglary was committed, permitted the prisoner to withdraw his plea of "not guilty" and to enter a plea of guilty, under the charge of simple larceny. The court imposed a fine of \$25 and costs, in default of which the prisoner went to jail for twelve days. Robertson is the young man who assisted in breaking into Ryan's Tonsorial Parlors on the night of February 8. He was supposed to have had two confederates in the burglary, but their names have not yet been found out. If Robertson had been prosecuted under the original charge, the penalty would have been a term in the penitentiary, but on account of the youth of young Robertson, neither the court nor the prosecuting attorney desired to subject him to a long term of imprisonment and run the chances of blighting his young life.

Carroll H. Hatcher
The Kid You Never Always Bought

\$1.00
LINES REDUCED TO
65c

SHIRTS

\$1.50
LINES REDUCED TO
95c

OVER 200 STIFF BOSOM SHIRTS INCLUDED IN THIS SALE. SIZES 14 1-2 to 17. They're fresh, clean, up-to-date stock, this season's most stylish patterns. See our north window.

Bargains in Suits	Bargains in Overcoats	Bargains in Hats	Bargains in Every Line
\$10 Suits for.....	\$9.00 Overcoats.....	\$1.50 Hats for.....	While we're cleaning house getting ready for New Spring Lines
\$12.50 Suits for.....	\$16.00 Overcoats for.....	\$2.50 and \$3.00 Hats for.....	
ETC. ETC.	ETC. ETC.	ETC. ETC.	

Just Arrived, Nearly \$500 worth of Men's and Boys' Sweaters More on the Road. See Them.

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Headquarters for Salem-made Blankets, Flannels, Indian Robes, Men's and Boys' Clothing and Ladies' Suitings.