E. HOFER, Editor and Proprietor.

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R. M. HOFER, Manager

FULL LEASED WIRE TELEGRAPH REPORT

If President Taft is not re-elected he will have no one to blame but Mr. Hitchcock, postmaster-general, who has made war on the newspaper and magazine postage rates. Following is part of an editorial from The International, published in New York.

Canada, which is greater by several hundred thousand square miles than the United States, and which has only one-fifteenth of our population, charges only one-fourth a cent a pound for second-class mail matter. Its postoffice, nevertheless, made a profit last year of three-quarters of a million. Canada's secondclass rate applies not only to the Dominion itself but to Mexico and all British possessions. It does not, however, apply to the United States. In this respect there is no reciprocity. I have not had an opportunity to investigate the reasons for this extraordinary difference between our nearest neighbors and our own country. It seems to be largely due to the fact that the United States postoffice employs some 50,000 horses and wagons, some 300,000 employes, and I don't know how many tens of thousands of buildings, which are sometimes used and sometimes not used. Along the country roads in a great many districts there daily passes a mail carrier with a handful of letters, driving a wagon capable of carrying a ton. It is this lack of business which, I presume, is responsible for our five million annual postal deficit. This lack of business is, of course, due to lack of a parcels post. Our lack of a parcels post is due to the opposition of the express companies which are every one of them illegally competing with the postoffice; for there is a law which prohibits any private individual or corporation from so doing. And the reason that the express companies are able to defy the law is because they are backed by the railroads. The express companies by themselves are of not the slightest importance. They cannot carry goods over long distances. They have no means of conveyance. They don't own a single car or a single foot of track. They don't employ a single engineer or fireman. They are absolutely dependent upon the railroads, and they are nurtured and protected by the railroads. It is not the petty graft of the postoffice department which gives us a defi it of five millions, while England is making a profit of twenty-five millions. It is simply and solely because our postoffice does not do the necessary amount of business, and it cannot get the business to which it is entitled until the express companies are put out of the game.

OREGON SUPREME COURT DECISIONS

Full Text Published by Courtesy of F. A. Turner, Reporter of the Supreme Court.

Lockhart v. Ferrey, et al, Coos County.

E. Ferrey, Ophelia Ferrey, H. C. done within a reasonable time from Wright, Bessie Wright, G. W. Ferrey, the time such deed is deposited be Wright, Bessie Wright, G. W. Ferrey, Bertha Ferrey, James Baines, Sarah Baines, Charles Baines, Mrs. Charles Baines, Charles Baines, Mrs. Charles
Baines, Thomas H. Baines. Mrs.
Thomas Baines, Henry A. Baines, is also agreed and provided that in George A. Baines, Charlotte Helen case either party fails to comply with the provisions hereof and the terms and the provisions hereof and the terms. La Torres, and Mrs. James Baines, and agreements on his or their part

tain real property in Coos county and fencing on the property, not ma-terial to be considered here. and sealed by both parties, the ven-dors being described as parties of

the second party may request.

It is understood and agreed that ceased. to the second party the hereinbefore the year 1905, amounting to \$30.96 described premises free of all incum- had not been paid. The plaintiff obbrances; and that there shall ac-company such conveyance an ab-claiming the same was not a perstract showing a marketable title to formance by the vendors of their

be in the grantors at the time such conveyance is made; and the second Herbert Lockhart, appellant, v. E. party agrees that upon this being Ferrey, Ophelia Ferrey, H. C. done within a reasonable time from W. Hamilton, judge. Argued and submitted April 20, 1911. John K. Kallock, for appellant. T. S. Minot and W. U. Douglas, for respondents. Burnett, J. Reversed.

This is a suit for plaintiff, as vanded and the property of th dered or relief granted such sum as that the heirs of W. E. Baines joined in a deed without their husbands and dee, to enforce specific performance of a contract between him and Emerson E. Ferrey, George W. Ferrey and Hiram C. Wright, as vendors, pro-Hiram C. Wright, as vendors, providing for the sale to plaintiff of certain real property in Coos county.

Prior to making the contract tract of their intestate conveying the the first part, and the vendee as par-ty of the second part. The contract cuted a deed and caused the same to stipulates "that the first parties, for be placed upon record in Coos county tender to the plaintiff's vendors but this deed was not included in the be placed upon record in Coos county the consideration of the sum of one purporting to convey to his wife, tioned. This dollar to them paid, do hereby agree Ophelia Ferrey, all his interest in the disclaimer. to sell and convey to the second land described. It appears from the pose of any claim of title on party and for value the second party pleadings and evidence that at the of the heirs of W. E. Baines agrees to purchase from the first par-time the cotnract was made W. E. It is contended on behalf of the ties" the real property in question. Baines, from whom the parties of the "The purchase price first part had a contract for the sale was the owner of her husband's forwhich the second party hereby covenants and agrees to pay to the first parties for said real property is the sum of \$4.200 in U. S. gold coin at Flanagan & Bennett Bank, Marshfield, Oregon. But the consideration in the deed may be any amount less paid the amount remaining due on the plaintiff and the defendants Ferriey, Ferrey and Wright, the latter paid the amount remaining due on the plaintiff and the defendants Ferriey. than the real purchase price which their contract to the administrator the second party may request. their contract to the administrator of the estate of W. E. Baines, de-It is understood and agreed that ceased. As performance of their the first parties have only a contract of sale for said premises at this time from W. E. Baines, now deceased, who was the owner in fee of said Bennett Bank on July 9, 1906, a deed premises at the time of his death, to the plaintiff for the premises in and the first parties have made all question signed by Emerson E. Ferpayments thereon, excepting one pay-rey, Ophelia Ferrey, his wife, George ment amounting to \$535.00 payable on W. Ferrey. Bertha A. Ferrey, his or before May 13, 1906; and that W. wife, and Hiram C. Wright, who appears to have been unmarried at that ed, qualified and acting administratime, together with a deed to Fertor of said estate, it is agreed that rey, Ferrey and Wright executed by with good banking principles. the first parties shall without un- the brothers and sisters of W. E. necessary delay make the last pay- Baines, deceased, without their husment on said contract and procure a bands and wives, also a deed from deed under the provisions of said W. U. Douglas, adminstrator of the contract, and that they will within estate of W. E. Baines, deceased, to a reasonable time thereafter deposit Ferrey, Ferrey and Wright and an in said Flanagan & Bennett Bank, abstract of title of the property in Marshfield, Oregon, a deed in which question showing that on April 28, the wives of the married persons of 1906, the title to the property was in the first parties shall join, conveying W. E. Baines and that the taxes for

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written agreement. The ground of his objection was that the abstract did not show a marketable title existing in the grantors at the time the offer was made; that the unpaid constituted an uon the property, and that for want of joinder of the husbands and wives of the heirs of W. E. Baines in the deed to the vendors the legal title remaining in W. E. Baines was not fully extinguished of record. The vendors stood upon this tender, declining to make any additional ef-forts in that direction, gave notice of rescission and withdrew the pers from the bank. The plaintiff tendered in writing payment of the purchase price which being refused he instituted this suit to enforce specific performance. The brothers and sisters of W. E. Baines and their swer disclaiming all right, title or interest in the land in dispute, alleging that they had conveyed the same er this question. Opholia Ferrey to the defendants, E. E. Ferrey, H. did join in a deed with her husband

dismissing his suit plaintiff appeals. Burnett, J.: It will be observed that while the covenant by the vennants, they are not concurrent, for

sumes jurisdiction of the rem the legal title having descended to the heirs of W. E. Baines, they, apparently having an interest of record in the subject of the suit, were properly joined as defendants. L. O. L. Sec. 393; Arkadelphia L. Co. v. Mann. 78 Ark. 414; Muldon v. Sec. 393; Arkadelphia L. Co. v. Mann. 78 Ark. 414; Muldon v. Brawner, 57 Fla. 496; Rochester v. Anderson, 5 Lit. Sel. Ca. 143; Hon-

wives which has already been mentioned as baving been included in vendors and besides this they, together with their husbands and wives, except the husmade another deed conveying the premises in performance of the con-This, together would effectually dispose of any claim of title on the part

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maintains that although her husband made a deed purporting to fault of such payment at the time convey his interest in the property so specified the plaintiff's suit be and sisters of W. E. Baines and their husbands and wives, except John La Torres, husband of Rose Baines to her and placed it upon record, to her and placed it upon record, still the deed did not operate to cover costs or disbursements from the other in either court and the convey any interest in the land to convey any interest in the property dismissed. Neither party sname to cover costs or disbursements from the other in either court and the cause is remanded to the circuit court is not necessary, however, to consider the for further proceedings in accorder this question. Opholia Ferrey ance with this opinion. C. Wright and G. W. Ferrey in pur-sonance of the agreement of W. E. Baines, deceased. From a decree tendered in performance of the contract in question. Furthermore, it appears in the record as part of the evidence in support of defendants' dors to convey and the covenant by band with all the means of perthe plaintiff to pay the purchase price are, as usual, dependent covefar as she was concerned. contract provides that payment Ophelia Ferrey and the conveyances from the heirs of W. E. Baines with plaintiff's vendors, the contract provides that payment shall be made within a reasonable time after the deposit of the deed. The plaintiff was entitled not only to a conveyance from the vendors in which the wives of the married vendors should join, but he was also entitled to an abstract showing a marketable title to be in the vendors at the time the conveyance was date of the tender, after paying the conveyance of the deed. The plaintiff was entitled not only to a conveyance from the heirs of W. E. Baines with the proving satisfactory, says the Denver, Qolo., Times of February 20th. Mayor Speer today said that the concrete probably will be covered with tar and sand, or with some other mixture, in an effort to save the date of the tender, after paying the "Residents of the Highlands have marketable title to be in the vendors at the time the conveyance was made. A marketable title means one appearing to be such by the record of conveyances or other public memorial. It means that the title must appear of record and not rest in parol. Knighton v. Smith, 1 Or. 276; Collins v. Delashmutt, 6 Or. 51; Cooper v. Cooper, 38 Atl. 198; Ruthersofford L. & I. Co. v. Sanntrock, 44 Atl. 938. The abstract tendered was The abstract tendered was that quit claim deed from La Torres near Overland Park, Mayor Speer is Atl. 938. The abstract tendered was not sufficient for this purpose, for at an expense of \$100. We are of it traced the legal title only to W. E. the opinion that the plaintiff's venture offered full ners. Baines and did not disclose anything divesting him of that title. Under a contract between W. E. Baines and the vendors of the plaintiff for the sale of the property to them, the legal title remained in Baines until perform, although they might not be

the successors in interest of W. E. the court to judge what is reasonathe coating will not wear off in a span short time." equity of plaintiff's vendors and retained the legal title. Hence in order to have compiled with the provision of the contract in that respect plainof the contract in that respect plain-tiff's vendors should have made some showing in the abstract ten-dered indicating that the legal title dered indicating that the legal title whole situation in determining such stances of the case, without further discussion of this feature, the court will fix as a reasonable attorney fee my work caused a chronic inflammaand, \$420, as attorney fees.

be reversed and one entered provid-ing that the deed from E, E. Ferrey. Ophelia Ferrey, his wife, George W. Ferrey, Bertha A. Ferrey, his wife, and H. C. Wright, heretofore tendered by plaintiff and now in evidence in this case. files and delivered to the clerk of the circuit court for the plaintiff, leaving here in its place a certified copy thereof; that the defendants, the vendors of plaintiff, with 10 days after the filing of the mandate of this court in the circuit quired to deposit with the clerk of that court for the plaintiff a deed from the administrator of the estate

Strength Counts

in all life's affairs. Strength comes of pure blood;-good blood comes when stomach, liver, kidneys and bowels are kept in proper condition by a little care and



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selves for the premises in question and a deed of conveyance of the real from the heirs of W. E. Baines and form of eruption; but sometimes they their husbands and wives, and that exist in the system, indicated by feelings of weakness, inguor, loss of appetite, or general debility, without causing any breaking out.

In default of the deposit of this deed this decree shall stand and operate as conveyance of the real property in question from the heirs, of W. E. tem is renovated, strengthened and to plaintiff's vendors for the use and benefit of plaintiff; and that within 20 days after the mandate of this court is filed in the circuit court the plaintiff shall pay into the circuit court for the defendants, Emerson E. Ferrey, George W. Ferrey and Hiram Wright, the sum of \$3699.04, and form that agreement. The plaintiff shall then receive from the clerk the deeds so deposited and

Concrete Pavements Have Failed Completely Says the Mayor of Denver, Colo.

"The concrete highway laid by the city from Overland Park southward by this act of to the city limits, near Petersburg, is

he or those representing him made a proper conveyance to the vendors of plaintiff, or until the; were otherwise properly divested of the same by apt legal proceedings. The contract between plaintiff and his venture of attorney fees provided for in wagens have to run. This kind of tract between plaintiff and his ven-dors recites that a payment of \$335 was yet to be made on their contract. There is testimony on with Baines. To this extent, at least, with Baines. To this extent, at least, the legal title of Baines descended to his heirs and for all that appears of record as disclosed by the abstract the successors in interest of W. E. the part of the plaintiff in the form of opinion evidence to the effect that as much as a thousand dollars would be a reasonable fee for conducting the suit, but it is still for the part of the plaintiff in the form of opinion evidence to the effect that as much as a thousand dollars would be a reasonable fee for conducting the suit, but it is still for the part of the plaintiff in the form of opinion evidence to the effect that as much as a thousand dollars would be a reasonable fee for conducting the suit, but it is still for the part of the plaintiff in the form of opinion evidence to the effect that as much as a thousand dollars would be a reasonable fee for conducting the suit, but it is still for the part of the part of the plaintiff in the form of opinion evidence to the effect that as much as a thousand dollars would be a reasonable fee for conducting the suit, but it is still for the part of the part of the plaintiff in the form of opinion evidence to the effect that as much as a thousand dollars would be a reasonable fee for conducting the suit, but it is still for the part of the part o

Warning to Railroad Men.

of W. E. Baines had passed from him or his successors in interest to them.

It was proper to make the heirs

It was proper to make the heirs It was proper to make the heirs cent on the purchase price. The f W. E. Baines parties defendant in plaintiff is entitled to an abatement able and all played out. A friend this suit for the specific performance of the agreement in question. The object of the suit is to pass to the plaintiff the legal title to the land in sum of \$30.96 taxes for the year inflammation cleared and I am far the suit is constant. 1995; and for the further sum of inflammation cleared and I am far better than I have been for 20 years. The decree of the court below will The weakness and dizzy spells are a thing of the past and I highly recom-

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sage and sulphur for keeping the hair dark, soft, glossy and in good condition? As a matter of fact, sulphur is a natural element of hair, and a deficiency of it in the hair is held by many scalp spe cialists to be connected with loss of color and vitality of the hair. Unquectionably, there is no better remedy for hair and scalp troubles, especially premature grayness, than sage and sulphur, if properly prepared. The Wreth Chemical Company, 74 Cortlandt St., New York City, put up so ideal preparation of this kind, called Wyeth's Sage and Sulphur. It is sold by all leading druggists for 50c, and \$1.00 a bottle, or is sent direct by the manufacturers upon receipt of

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It has been truthfully said that any disturbance of the even balance of health causes serious trouble to body can be too careful to keep this balance up. When people begin to lose appetite or get tired easily, the least imprudence brings on sickness weakness or debility. The system needs a tonic, craves it, and should not be denied it, and the best tons of which we have any knowledge h Hood's Sarsaparilla. What this medicine has done in keeping bealthy people healthy, in keeping up the even balance of health, gives it be same distinction as a preventive that it enjoys as a cure. Its early use his illustrated the wisdom of the of saying that a stitch in time out nine. Take Hood's for appetit, strength and endurance. for appetite,

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