

The Headlight.

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Editor and Proprietor.

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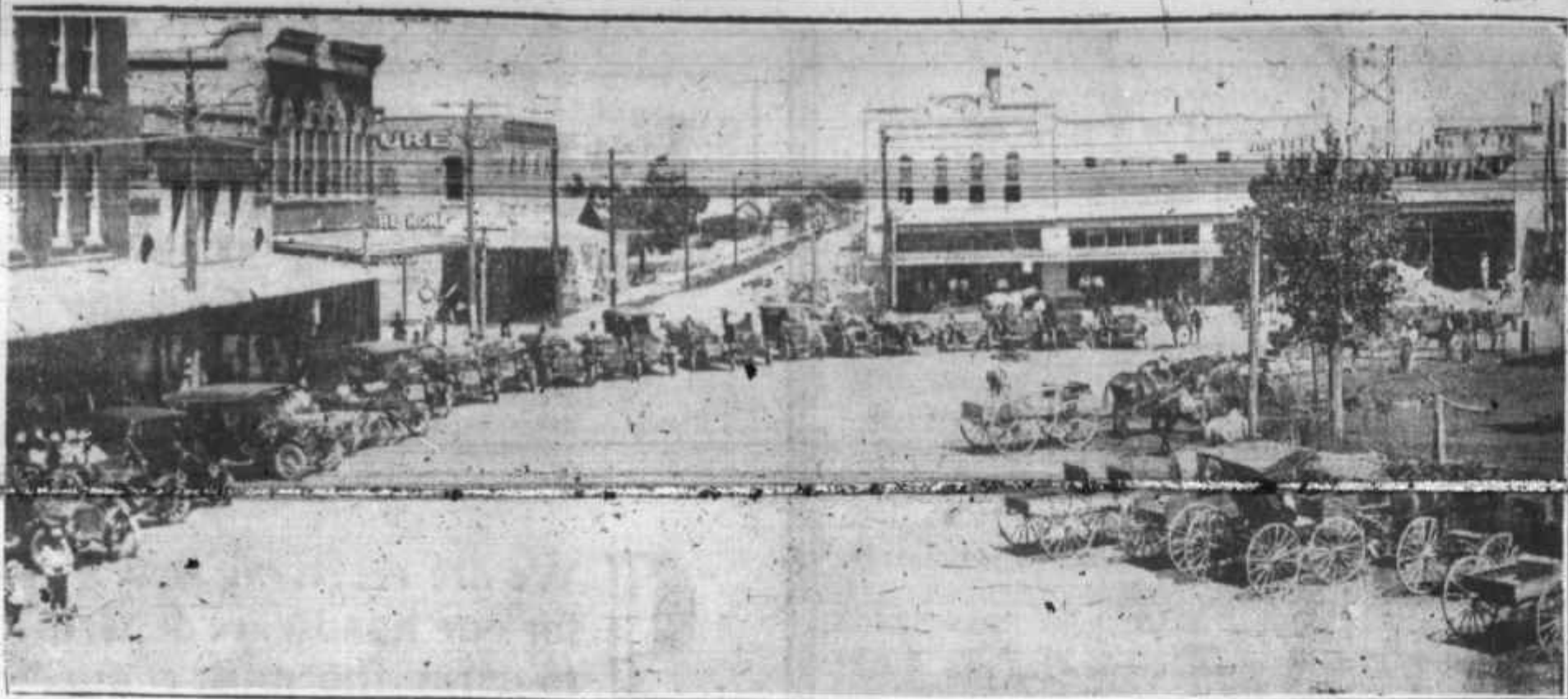
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line each insertion.



A view showing a portion of the business section of Eagle Lake and a few of the many automobiles that are here. Eagle Lake has more automobiles than all of the balance of the county together. The above cut, which is furnished us through courtesy of the Houston Post, shows the postoffice, recently erected, and the two Lee Hughes buildings, the J. Nathan building and the Masonic building, all of which have been erected within the past few months, and all are of grey brick with solid plate glass fronts.

INJUNCTION CASE HEARD

Judge Kennon Refused to Dissolve
Injunction Against Lakeside
Irrigation Co.—Modified

On May the 24th Judge M. Kennon of the District Court of Colorado County, granted a temporary injunction in favor of John H. Kirby of Houston and against The Lakeside Irrigation Company of Eagle Lake, enjoining the Company from unduly lowering the level of the water in Eagle Lake, which water has heretofore been utilized for the irrigation of rice by the Lakeside Company, and which use by the company has been injurious to Mr. Kirby's property, five to seven hundred acres of which he owns under the waters of Eagle Lake. At the time the injunction was granted Mr. Kirby's bond was fixed at the sum of \$5000.00. On June the 8th, W. L. Adkins, attorney for the Lakeside Irrigation Company, filed for the company a motion to dissolve the injunction in vacation, and in the alternative prayed that if the injunction were not dissolved, that the court increase the bond from \$5000.00 to \$50000.00. Judge Kennon set this hearing for Saturday, June the 22nd, and on that day John H. Kirby, by his attorneys Carothers, Brown & Wirtz and The Lakeside Irrigation Company, by its attorney, W. L. Adkins, appeared before the court and Judge Kennon proceeded to hold the hearing, and to have evidence introduced.

At the conclusion of the evidence, the attorneys for Mr. Kirby arose and stated to the court that Mr. Kirby did not desire to work any hardship on the farmers along the canal, and for fear there might be possibility of

working such hardship, they would state to the court that Mr. Kirby was willing for the injunction to be modified in such a way as to require the company to operate the river pump at its full capacity, and to allow the company to pump out of the lake at the full capacity of both lake pumps, this modification, however, not to interfere in any way with the hearing on the merits at the September term of court.

The attorney for the company was very much opposed to this modification and requested the court to allow him to argue the matter on the following Monday, which request was granted by the court. The case was argued Monday and the court modified the injunction, but refused to dissolve, the court's modification being practically the same as the one offered by Kirby's attorneys.

The order of the court modifying the injunction is given in the court's exact words as follows:

On the 22nd, day of June, A. D. 1912 during vacation came the plaintiff John H. Kirby, and the defendant, Lakeside Irrigation Company, and thereupon came on to be heard the defendant's motion to dissolve the temporary injunction granted herein on the 24th, day of May, A. D. 1912, and the pleadings, the motion to dissolve and the evidence of each party having been heard fully considered, on this the 24th, day of June, A. D. 1912, it is ordered that said injunction be so modified as to permit the defendant, and the defendant is hereby permitted to operate both of its lake pumps to their full capacity until the close of the present pumping season, provided that the defendant will at the same time keep in operation its river pump at the capacity of said river

pump and the flume used in connection therewith, for the purpose of supplying water from the Colorado river to Eagle Lake, and that in all other respects said injunction shall remain in full force and effect until the further order of this court; and further that in all other respects the defendant's said motion to dissolve, or in the alternative to increase the bond, be and the same is hereby overruled.

To this action in refusing to dissolve said injunction the defendant excepts and gives notice of appeal to the Court of Civil Appeals of the First Supreme Judicial District at Galveston, Texas.

We do not believe there are more than a dozen tax payers in Eagle Lake who will not be willing to vote an extra tax upon themselves for the building of a sewerage system.

Mr. J. DeWitt of Ambia, Indiana, was a visitor in the city Monday. He is spending a couple of weeks with the family of his brother, Mr. Wm. DeWitt near Lissie. Mr. DeWitt says he is greatly pleased with Eagle Lake and the Eagle Lake country and says he likes this country so well that he has about decided to move here and make his home.

Judge For Yourself

Which is Better—Try An Experiment or
Profit by an Eagle Lake Citizen's
Experience.

Something new is an experiment. Must be proved to be as represented. The statement of a manufacturer is not convincing proof of merit. But the endorsement of friends is. Now supposing you had a bad back, a lame, weak or aching one. Would you experiment on it? You will read of many so-called cures. Endorsed by strangers from far-away places, it's different when the endorsement comes from home. Easy to prove local testimony. Home endorsement is the proof that backs every box of Doan's Kidney Pills. Read this case:

A. L. Wagner, Stevenson Ave., Eagle Lake, Texas, says: "I hold the same high opinion of Doan's Kidney Pills today as I did three years ago when I publicly stated that they cured me of kidney complaint. The cure still remains permanent and I now gladly confirm my former testimonial."

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