

NEW CONTRACT FOR COLUMBIA SOUTHERN LANDS MAY BE MADE WITH A. D. KATZ

Prospect Bright for Laidlaw Segregation.

Bulletin Prints for the First Time
Contract That Will go Into
Effect Next Year if Alma D.
Katz Does His Share

The full contract entered into by the state of Oregon and Alma D. Katz of Portland, relative to the taking over of the irrigation segregation of the Columbia Southern Company, adjacent to Laidlaw, has been received here.

While the contract appears in full, it is prefaced by an agreement whose conditions must be fulfilled before the contract can go into effect and Katz can take over the segregation.

Preliminary Agreement.
In the preliminary agreement the state binds itself as follows: To execute a contract for the reclamation of 3,784 acres of land on or before Dec. 31, 1912; to permit Katz to collect maintenance fees where-with to defray upkeep expenses during 1912.

And Katz agrees: that he will care for the land in "a careful and businesslike manner"; and that should the cost of maintenance during this period be greater than the amount received from the settlers, he, Katz, will defray such excess; that he will do his best to raise funds to complete the system before Dec. 31; and that he will furnish bonds for \$5,000, to "insure the faithful performance" of the agreement.

In case Katz does nothing by December 31, all the lands involved revert to the state, and the situation remains practically as it is now.

The Contract.
The contract itself, which will be entered into between the State and Katz, provided the latter fulfills his obligations in the specified time, is a bulky affair. An accurate digest of it is as follows:

The Company agrees to construct its system in accord with the plans reported by C. Laurgaard and D. C. Henny, which were approved by the Desert Land Board March 1, 1912.

The Company agrees to commence actual construction work within three months from the date of contract, and to have work completed within three years. However, the Board may grant an "extension of time for good cause shown". Cessation of work for six months, without sanction, forfeits contract.

During construction the Company is to pay into the Reclamation Fund \$250 a month to be used by the Board's representative in inspecting the work. This amount is to be considered advance payment on the \$1.00 an acre payment later provided.

Application of Water.
From April 15 to October 15 the Company shall deliver to each purchaser sufficient water to cover each irrigable acre to a depth of one and eight tenths feet; but from May 14 to August 31 six-tenths acre foot of water supply is the maximum that will be required.

Water is to be measured within half a mile of its place of use.

The Board may permit delivery of water through some equitable system of rotation; it is to be delivered at the "highest practical point which can be reached by gravity flow." The Board is to decide when disputes arise.

The purchaser is to construct all distributing ditches.

"Purchasers shall be entitled to use water only on the lands specified in their contracts."

Pollution of the water is strictly prohibited.

Contract Fixes Liens.
On all lands on which more than 15 per cent was reclaimed before November 1, 1909, should the owners enter into new contracts with the Company, the lien is fixed at \$15 per irrigable acre, in addition to previous liens. Which means that settlers who have improved their lands will have to "come across" with \$15 an acre more, if they want to get the benefits of the improved service from the

proposed reservoirs, etc. This lien affects 3,784 acres. The list of owners in this class is given below.

On lands where less than 15 per cent was reclaimed, the lien is fixed at \$50 per irrigable acre.

Some 3,460 acres come under this head. In each case owners are to be credited with the amount they already have paid out for their liens, this is to be deducted from the \$50 an acre charge.

On lands whose contracts are to be returned to the Company, for cancellation and re-selling, the lien is to be \$66. In this class is included 10,764 acres, on all of which refund of the original outlay is to be made the owner.

On the 4,725 acres of vacant Carey Act land the lien is also \$66.

The lien is to be \$66 on 4,725 acres which is now temporarily withdrawn by the Department of the Interior, provided it again shall be made open to Carey Act segregation.

Non-irrigable land will have a maximum lien of \$5.00 an acre, but is to make an average return to the Company of \$3.75.

No Water, No Sale.
Until land is reclaimed, it shall not be sold, is a provision of the contract. No land will be sold without express order of the Board opening it for sale.

However, provided a trust fund be established into which all notes and sums for lands sold previous to watering be paid, it will be permissible to sell lands. Deferred notes will not bear interest until after date of reclamation, and notes and payments will be returned to purchaser if the lands are not reclaimed two years after original payment.

The company is authorized to sell water rights and proportional interest in the reclamation project. Such rights are perpetual.

If the Company finds it actually has more water than is required to irrigate its segregated lands, it will be permitted to sell water for outside lands.

Penalty for Non-Payment.

If a purchaser fails to pay principal or interest for one year after the same is due, all his contracts and rights become void, and payments already made are forfeited to the Company. The Company may shut off water from land whose owner is more than a year in arrears.

Change From Old to New Contract.

"Should the owners of any land in exhibit A (lands more than 15 per cent of which have been reclaimed) desire to take up new contracts at the increased lien, the amount unpaid on the former lien, plus maintenance charges due, shall be added to the increased lien to be paid."

Owners who do not enter into the new contracts shall be required to pay the entire amount due under their present contracts, on or before November 1, 1913.

Failing to enter into the new contract and increased lien, old owners may have no share of the benefits of the reservoir benefits, etc., "but shall be entitled only to his share of the summer flow of Tumalo Creek."

Owners of lands under above head can purchase water rights for irrigable lands in excess of the irrigable acreage as shown in their original contracts at a price equal to the original price plus the increased price of \$15 an acre.

Holders of existing contracts, to get the benefits of the new contracts, must enter into them before Jan. 1, 1914.

The annual maintenance charge is to be \$1.25 an irrigable acre. Unpaid maintenance charges may constitute a lien upon lands.

"The date of reclamation" shall mean the time when ample water for the irrigation of the lands in question shall be delivered to within half a mile of each 40 acres.

The maximum amount any individual may purchase is 160 acres. The Company is to deposit with the Board \$1.00 for each irrigable acre at the time of its sale, this amount to be placed to the credit of the reclamation fund.

Water Users' Association.

"As soon as practicable, and prior to the sale of any water rights by the Company, a water users' corpor-

ation shall be organized and incorporated by the Company, with articles of incorporation approved by the Board. The total number of shares of stock are to equal the number of acres to be irrigated and are not to exceed 35,000. The Company agrees to transfer the system to the association when 80 per cent of the corporation's stock shall have been paid for, the Company retaining a proportional interest represented by the amount of stock for the unsold land and for the irrigable acreage previously sold for which new contracts have not been made."

Provides Publicity.
All advertising, contracts liens, etc., are to be submitted to the Board for examination. Water users are to have access to the books of the Company pertaining to water distribution, accounts, and transfer of stock. The Board is at all times to have access to all the books.

Release of lien is to come only when rights are fully paid for.

Errors in Computation.
"If the quantity of irrigable land is in excess of the quantity contracted for, the purchaser shall pay for such excess the price fixed for water rights appurtenant to irrigable land. Vice versa, the purchaser shall be entitled to corresponding reduction. In case of disagreement the Board's decision is to be final.

The whole contract may be assigned, but only with the consent of the Board.

Reclamation and Bond.

All persons holding contracts entered into prior to Dec. 30th, 1909, shall be required to make proof of reclamation, cultivation and settlement within three years from Jan. 1, 1912.

Within 30 days from the execution of the agreement the Company is to furnish the Board with a bond to the penal sum of \$40,000, "as a guarantee of the faithful performance of the contract."

Owners Who Have Improved.

List of owners who have cultivated not less than 15 per cent of their irrigable acreage prior to Nov. 1, 1909, and for which the \$15 additional lien will apply. With but six exceptions these own forty acres each.

- H. S. Copthorne.
- Fred Anderson.
- George Bell.
- J. M. Siry.
- S. M. Siry.
- S. P. Wright.
- Walter Wheatley.
- J. P. Haley.
- J. C. Tullar.
- John McCormick.
- J. D. Greiner.
- J. P. Muntinga.
- C. F. Nelson.
- J. B. Nichols.
- D. H. Cochenderfer.
- E. L. Kenagy.
- J. L. Nichols.
- Emil Anderson.
- Wm. D. Barnes.
- R. H. Bayley.
- C. P. Becker.
- R. G. Bowser.
- Wm. Brown.
- J. W. Brown.
- Cora A. Brown.
- J. J. Coen.
- J. L. Couch.
- G. M. Couch.
- O. M. Couch.
- J. R. Couch.
- W. H. Courtney.
- F. E. Dayton.
- Agnes E. George.
- Agnes E. George.
- W. P. George.
- W. H. Hall.
- A. L. Harader.
- A. J. Harter.
- Albert Harper.
- F. W. Leverenz.
- W. W. Long.
- Frank Murk.
- C. Nagles.
- A. L. Parker.
- A. D. Parks.
- A. D. Parks.
- S. F. Patton.
- S. F. Patton.
- John T. Park.
- Christian Petersen.
- A. F. Ramsey.
- L. H. Root.
- F. V. Swisher.
- W. E. Sandel.
- G. W. Snyder.
- D. M. Smith.
- J. C. Thorp.
- G. L. Simmons.

not yet received the money which he said he would remit.

MILICAN VALLEY

You can talk about your Rolyat
The place where man and beast
get fat.

You can praise your country far and
near.

And let that praise reach every
ear—

But don't you think for a minute
That Millican Valley isn't in it.

You say that gold mines flourish in
the soil

Well mixed with elbow grease and
toll.

Well we may not have the gold mines
here

But we all hope to find water near.

And day by day new cabins arise
Which brings to our valley new
enterprise.

Millican Valley has some bachelors
too.

Who are looking for some maidens
fair and true

They have built their cabins—cages

should be the word.

But they haven't been able to
capture the bird.

So Rolyat need not worry, for they
are not the only ones you see

For Millican has some bachelors
who are as lonely as can be.

So praise your country or boost your
land

Sympathize with those bachelors
as best you can.

Or sing about your sweet Rolyat.

The place where man and beast
get fat.

But don't you think for a minute
That Millican Valley isn't in it.

—Edwin De Merrifield.

TO RECEIVE NEW COMERS

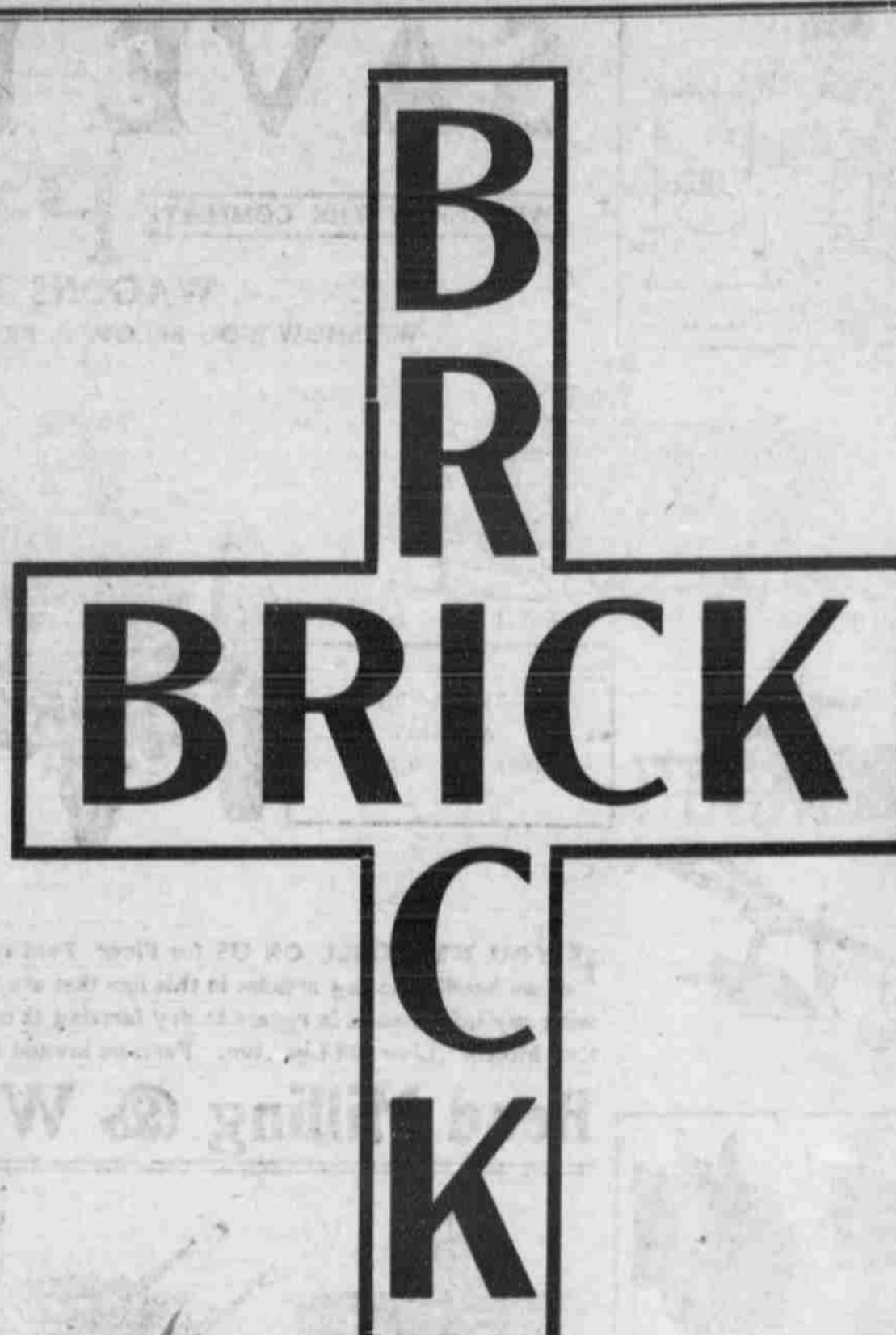
While the cheap colonist rates are
in force on the railroads the Commer-
cial Club will be open in the even-
ings until ten o'clock, so that the
many new comers can go there to
get information, if they desire, after
the train gets in. This action is be-
ing taken at the suggestion of rail-
road officials who are anxious to
make things as comfortable as pos-
sible for the location seekers.

BEARD BEAT BOARD

Convict Captured Here Escaped Woodpile by His Smooth Talk

Harry Beard, the escaped convict who was captured here recently, proved at the George Millican ranch, 28 miles southeast of here, that he was a slick one in beating a board bill. Giving the name of Calhoun, he stopped there over night, being then on his way to Bend.

Next morning when he went to pay for lodging for himself and horse, he pretended that he did not have enough money to settle with the landlord. He said he was expecting a check in the mail at Bend and would send the balance, which was \$1.25, to Mr. Millican as soon as he got his check here. He was such a smooth talker that he escaped the Millican woodpile which needed attention, and came on to town. The officers probably nabbed him before he got the check which he "expected" in the mail, as the Millicans have



Not Only Brick, but

L-U-M-B-E-R

We have moved our saw mill plant to the brick yard. In our old lumber yards, one and half miles southeast of town, we have a lot of fine lumber, especially small lots. You can get this lumber AT A BIG BARGAIN. To clear the yard quickly we are now selling at the

Lowest Prices Ever Placed on
Lumber in Central Oregon.
Investigate!

Our brick are turning out splendidly. If you are going to build you will want to use a

BEND PRODUCT

Let us show you what we make. Let us figure with you on contracts.

BEND BRICK AND LUMBER CO.