

Patronize Home Industry

Spent your money for Home Products. The Klamath Falls Meat Company, Inc., offers this week Home Sugar-Cured Bacon at 20¢ per pound. Choice Home-Cured Hams at 20¢ per pound.

Absolutely Pure Home Rendered Lard

Five-Pound Pail, \$1.50; 5-Pound Pail 80¢; 3-Pound, 50¢. Our Motto—Best Quality Meats, Lowest Possible Prices.

Klamath Falls Meat Co.

Operating East End and Hale's Markets
Phone 681, 1571

Lake Navigation company, a corporation, incorporated and existing under and by virtue of the laws of the State of Oregon.

Said sale is made under and by virtue of the terms of a certain mortgage, made and executed by the said Klamath Lake Navigation company, on the 27th day of November, 1908, in favor of said Ladd and Tilton bank and William R. Davis, to secure the payment of one certain promissory note, executed by the said Klamath Lake Navigation company, a corporation, dated at Klamath Falls, Oregon, November 12, 1908, for the sum of \$8,100.00 due in one year after date, without grace payable to the order of said Ladd and Tilton bank, a corporation, at Ladd and Tilton bank, Portland, Oregon, with interest at the rate of 8 per cent per annum, from date; and one certain promissory note, executed by the said Klamath Lake Navigation company, dated at Klamath Falls, Oregon, November 12, 1908, for the sum of \$5,000.00 due one year from date, without grace, payable to the order of said William R. Davis, at the Klamath County bank, Klamath Falls, Oregon, with interest at the rate of 8 per cent per annum, from date, which said mortgage included the personal property heretofore described, and conditioned that if default should be made in the payment of said notes, or either thereof, then the said Ladd and Tilton bank and William R. Davis might take possession of said personal property and sell same, or so much thereof as might be necessary to satisfy the said debt, interest and reasonable expenses, after first giving notice of thirty days by publication in some newspaper, published in Klamath Falls, Klamath county, Oregon, and to retain the same out of the proceeds of such sale; the surplus, if any, to belong and to be returned to said Klamath Lake Navigation company; said mortgagee having failed to pay said notes and mortgage, or any portion thereof, the said mortgages have taken possession of said property on account of such breach of condition, for the purpose of making sale thereof, for the reason and purposes set forth in this notice.

Dated this 5th day of February, 1912.

STONE & BARRETT,
Attorneys for Ladd and Tilton Bank and William R. Davis. 2-5-3-9 h

Cheapest accident insurance—Dr. Thomas' Eucletic Oil. Stops the pain and heals the wound. All druggists sell it.

FROM BRIDAL SUITE TO PEELING HOMEY POTATO

Stowaway Who Picked Choice Apartments on French Liner Has Circumstances Altered When Discovered by Officers of the Vessel

NEW YORK, Feb. 14.—Nathan Black hid in the bridal suite of La Provence when she sailed from Havre a week ago. When dinner was served he was first at the table, and the amount he ate attracted attention. He was questioned, and when it was found he had no ticket he spent the rest of the trip peeling potatoes in the galley.

He said he had heard of America's gold, and came to get his share. He will go back on the same steamer.

REAL ESTATE THANKS

The following realty transfers, contracts, deeds, mortgages, etc., recently filed with the county clerk, are furnished by the City and County Abstract company:

Klamath Development company to W. S. Faulkner, warranty deed, \$10, lot 16, block 18, Hot Springs addition.

Frederick Lawson to J. Frank Juffman, warranty deed, \$10 part (414x90 feet) in NE corner of NE 1/4 of NW 1/4.

S. M. Robinson to W. M. Robinson, warranty deed, \$10, SE 1/4 Sec. 2-41-8, United States to John C. Dryden, patent, 8 1/2 of NW 1/4, SW 1/4 of SE 1/4, NW 1/4 of NW 1/4, Sec. 22-47-13.

Agnes N. Eskelson to Walter D. Cooper, quit claim deed, \$10, W 1/2 of E 1/4, Sec. 18; W 1/2 of E 1/4, Sec. 19-49-14.

Clinton D. Corpening to Agnes H. Eskelson, quit claim deed, \$10, W 1/2 of E 1/4 of Secs. 18 and 19, 46-14.

J. T. Ward et ux to Sarah B. Jones, warranty deed, \$10, part 137 feet on East street (Nichols addition), lot 2, block 59.

Chat. T. Wilson to Modoc Northern Railroad company, deed \$10, right of way over W 1/2 of NW 1/4, SE 1/4 of NW 1/4, NE 1/4 of SW 1/4, Sec. 34-40-10.

Wm. L. Albright to Malcolm P. Miekler, contract, undivided half interest, W 1/2 Sec. 27, SE 1/4 of NE 1/4, E 1/4 of NE 1/4, W 1/2 of E 1/4, Sec. 28;

NE 1/4 of NE 1/4, Sec. 33; N 1/2 of NW 1/4, Sec. 34-39-10 to half of SE 1/4, SW 1/4 of NE 1/4, lots 7, 8 and 9, Sec. 32-39-10; also water rights and interest in ditch from Crystal Springs, in SE 1/4 Sec. 8-39-10, through SE 1/4 of SW 1/4, NE 1/4 of NW 1/4 and NW 1/4 Sec. 27-39-10; also reservoir site Crystal Springs in Secs. 28 and 28, 39-10.

Clement Bradbury to United States, contract, part lot 6, 8 1/2 of SE 1/4, Sec. 29-39-10.

J. N. Tipton to United States, contract, part SE 1/4 Sec. 12-39-10; part W 1/2 of SE 1/4 and SW 1/4 of SE 1/4, Sec. 18-39-11 1/2.

State of Oregon to Alice N. Applgate, deed, \$50, NW 1/4 of SE 1/4, Sec. 16-37-11.

Ernest Bru to United States, contract, part lots 8, 9, 10 and 11, Sec. 14; lot 6, Sec. 13-39-10.

Klamath Canal to J. T. Ward, warranty deed, \$10, lot 9, block 60, in Nichols addition.

Klamath Development company to W. S. Davis, warranty deed, \$10, lot 3, block 47, Hot Springs addition.

W. S. Davis et ux to Klamath Development company, warranty deed, \$10, lot 4, block 47, Hot Springs addition.

Ophelia Glenn to United States, contract, \$1, part of lot 2, Sec. 8; part of lot 10, Sec. 17-27-10.

Fred Nang et ux to L. W. Buchard, \$10, Midland, lots 4, 7 and 8, block 9.

Vernie Alexander to F. S. Legrow, quit claim deed, \$10, lot 6, Sec. 27-36-7.

Archibald Spruce to F. S. Legrow, quit claim deed, \$10, lot 6, Sec. 27-36-7.

Vernie Alexander et ux to H. Dobson, quit claim deed, \$10, lot 6; Sec. 27-36-7.

Archibald Spence to H. Dobson, quit claim deed, \$10, lot 6, Sec. 27-36-7.

NOT TEDDY'S MOUTHPIECE IN THIS CONGRESSMAN

Representative McKinley's Remarks Repeated to Editor of Outlook, Who Declares Illinoisan is Not Qualified to Suck for Him.

United Press Service
NEW YORK, Feb. 14.—Referring to Congressman McKinley's statement that Roosevelt was gathering Progressive strength which would support him when the time came, the Colonel said: "You can say for me that McKinley isn't my mouth-piece."

ORE CONVERSION CHARGED TO MINE OWNED BY BOURN

Restraining Order Served on Heineze Concerns, Which is Operating Senator's Property, by Rival Which Owns Ore Body Close by

KELLOGG, Idaho, Feb. 14.—A restraining order was served on the Coeur d'Alene Development company by the Stewart Mining company, of which F. Augustus Heineze holds control, which has tied up shipments of ore by the defendant for the present.

The Coeur d'Alene Development company is engaged in handling the Ontario mine, owned by Senator Jonathan Bourne of Oregon.

The Stewart has been keeping a watchful eye on the Ontario, as the two ore bodies lie close together. The present suit, based on an alleged conversion of a small quantity of ore in the bins, is the first legal clash.

The Ontario is being worked steadily, and a large quantity of good ore is daily being run through the mill at Silver King. It is not a large property, but is one of the richest small mines in the district.

Chief of Police Samuel L. Walker and Deputy Sheriff John Schalklock have returned from Portland.

Temple theater, Matinee daily, 2:30 p. m. Evening, first performance, 7:15, continuous.

NOT IN THE WATCH TRUST

The Hamilton and Deuber Hampden watch factories have never been connected in any way with the watch trust.

Their policy has always been for an open market for all, depending on merit alone to secure business. This policy has secured for the watch-buying public:

First—The best possible watch that could be produced;

Second—More watch value for less money;

Third—Time pieces that will last a lifetime;

Fourth—Time pieces fully guaranteed.

Call to see our line of these watches before buying.

FRANK M. UPP,
Watchmaker, Jeweler and Engraver.
Willits Building.

DRY SLAB WOOD

I am now delivering first class 16-inch dry slab wood to any place in the city for \$3 a load. Now is the time to get your wood cheap, before wet weather begins.

P. C. CARLSON,
Leave orders at O. K. Transfer company or Oregon Harness company.

Are you interested in KLAMATH COUNTY? If so, see the Stephens-Hunter Realty Co. They have some good bargains.

GUARDIAN'S FINAL ACCOUNT

Notice is hereby given that Altha Beach, guardian of the person and estate of John C. Beach, deceased, has filed in the county court of Klamath County, Oregon, her final account as such guardian, and that the court has fixed Thursday, the 15th day of February, 1912, at the hour of 10 a. m. of said day, at the court room of said court, in Klamath Falls, Oregon, as the time and place for hearing objections to said account and settlement thereof.

Given at Klamath Falls, Oregon, this 15th day of January, 1912.

ALTHA BEACH,
Guardian of the Estate of John C. Beach, Deceased. 1-16-2-6 h

NOTICE

Notice is hereby given that there are funds in the city treasury for the redemption of general fund warrants up to and including No. 2,816. Protested July 22, 1908. Interest will cease from date hereof.

Dated at Klamath Falls, Oregon, January 30, 1912.

J. W. SIEMENS, City Treasurer

NOTICE

Bids will be received by the undersigned for furnishing 200 cords of fir or pine wood, 4-foot lengths, cut out

HERALD WANT ADS

MISCELLANEOUS
KODAK FINISHING—First class and prompt results by Frank Dunson, over First National bank, or leave orders at Little Book store, two doors west of postoffice.

FOR SALE—Dry slab wood, 16-inch, delivered to any part of the city. Ackley Bros. Phone 451. 18-2f

FOR SALE—Snap; 50 acres farming land, near Woodon bridge, east side Lost river; \$1,500 cash. C. L. Parrish, Baldwin hotel. 14-9f

FOR RENT—Furnished rooms for gentlemen, at the Oregon House.

LOST—Gold head, with initials engraved, from umbrella. Herald office.

FOUND—Lady's brown walking glove. Herald office.

of live timbered, to be delivered as follows:

100 cords at Riverside school.
75 cords at Central school.
25 cords at Mills Addition school.
Not later than October 1, 1912. The board of directors reserves the privilege of increasing the amount to 50 cords more; also the right to reject any and all bids. Bids to be in the hands of the school clerk not later than 1 o'clock p. m., February 13, 1912. Certified check for 5 per cent of bid to accompany each bid.
By order of Board of Directors of School District No. 1, Klamath County Oregon, February 5, 1912.
J. W. SIEMENS, Clerk.

Proposed Amendment to Charter Providing For Commission Form of Government for Klamath Falls

CONTINUED FROM YESTERDAY'S HERALD

Section 94.
Franchise Specify Streets—All franchises or privileges hereafter granted for laying tracks or pipes, or supplying heat, light or power, shall plainly specify on what particular streets, alleys, avenues or other public property the same shall apply; and any other franchise shall state the bounds of the district or districts in which it shall be exercised.

Section 95.
Power to Regulate Rates and Fares—All power to regulate the rates, fares, rentals and charges for public utility corporations is hereby reserved to the people to be exercised by them by ordinance of the council or in the manner herein provided for initiating or referring an ordinance. Any right of regulation shall further include the right to require uniform, convenient and adequate service to the public and reasonable extensions of such service and of such public utility works. The granting of a franchise shall not be deemed to confer any right to include in the charge for service any return upon the value of the franchise or grant itself.

Section 96.
Ordinance in Plain Form—No franchise, right, privilege or license shall be considered as granted by any ordinance except when granted therein in plain and unambiguous terms, and any and every ambiguity therein shall be construed in favor of the city and against the claimant under said ordinance.

Section 97.
Issuance of Stock—Every ordinance granting any franchise shall prohibit the issuing of any stock on account thereof by any corporation holding or doing business thereunder.

Section 98.
License Tax—The city shall have the right to tax street cars, telephones, gas meters, electric meters, water meters or any other similar device for measuring service; also telephone, telegraph, electric light and power poles, subways and wires.

Section 99.
Special Privileges on Street Railroad—The grant of every franchise for a street, suburban or interurban railroad shall provide that all United States mail carriers and all policemen and firemen of the city in uniform, shall at all times, while in the actual discharge of their duties, be allowed to ride on the cars of such railroad within the boundaries of the city without pay-

ing therefor, and with all the rights of other passengers.

Section 100.
Railroad Elevate or Lower Tracks—The council shall, by ordinance, require, under proper penalties, any railroad company, whether steam or electric, to elevate or lower any of its tracks running over, along or across any of the streets or alleys of the city, whenever in the opinion of the council the public safety or convenience requires.

Section 101.
Cleaning and Paying—Every grant of any franchise or privilege in, over, under or along any of the streets, highways or public places in the city for railway purposes, shall be subject to the conditions that the person, firm or corporation exercising or enjoying the same shall, unless otherwise provided by ordinance, sprinkle, clean, keep in repair and pave and replace so much of said street, highway or other public place as may be occupied by said railway, as lies between the rails of each railway track and between the lines of double track for a space of two feet outside of said track.

Section 102.
Franchise Provide for Safety, Etc.—The grant of every franchise or privilege shall be subject to the right of the city, whether in terms reserved or not, to make any regulations for the safety, welfare and accommodation of the public, including among other things, the right to require proper and adequate extensions of the service of such grant, the right to require any or all wires, cables, conduits and other like appliances to be placed underground, and the right to protect the public from danger or inconvenience in the operation of any such work or business authorized by the grant of the franchise.

Section 103.
Oversight of Water Reserved to City—Every franchise, right or privilege which has been or which may hereafter be granted, conveying any right, permission or privilege to the use of the water belonging to the city, or to its water system, shall always be subject to the most comprehensive oversight, management and control in every particular by the city; and such control is retained by the city in order that nothing shall ever be done by any grantee or assignee of any such franchise, right or privilege which shall in any way interfere with the successful operation of the water works of the city, or which shall divert, impair or render the same inadequate for the complete performance of the trust for the people under which such water works are held by the city or which shall tend so to do.

Section 104.
No Exclusive Franchise; Renewal—No exclusive franchise shall ever be granted, and no franchise shall be renewed before one year prior to its expiration.

Section 105.
No Franchise Leased Except—No franchise granted by the city shall ever be leased, assigned or otherwise alienated without the express consent of the city, and no dealing with the lessee or assignee on the part of the city to require the performance of any act or payment of any compensation by the lessee or assignee shall be deemed to operate as such consent. Any assignment or sale of such franchise to any corporation without the consent of the city shall operate as a forfeiture to the city of such franchise.

Section 106.
Amendment, Renewal, Extension or Enlargement of Franchise—No amendment, renewal, extension or enlargement of any franchise or grant of rights or powers previously or heretofore granted to any corporation, person or association of persons, shall be made except in the manner and subject to all the conditions provided in this article for the making of original grants and franchises. The city shall require as a condition of any amendment, alteration or enlargement of a franchise or grant, unless otherwise expressly determined by a majority vote of the qualified electors of the city, that the person, association or corporation owning the original franchise or grant shall, as a prior condition to and in consideration for such amendment, alteration or enlargement, covenant and agree, as a part thereof, that such original franchise shall be brought within all the conditions provided in this article for the exercise and enjoyment of franchises hereafter granted, including the right of the city to purchase the plant and physical property, whether within or without the city limits or both, at a fair valuation, which valuation shall not include any franchise value or any earning power of such property.

Section 107.
Provision for Common Use of Tracks, Poles, Etc.—The city may, by ordinance, require any person or corporation holding a franchise from the city for any public utility, to allow the use of any of its poles, tracks, wires, conduits or electric current by any other person

or corporation to which the city shall grant a franchise, upon the payment of a reasonable rental therefor; and any franchise or right which may hereafter be granted to any person or corporation to operate a street railway or other public service, within the city or its suburbs shall be subject to the condition that the city shall have the right to grant to any other person or corporation desiring to build or operate a street railway, interurban railway or other public service within or into the city, the right to operate its cars over the tracks of said street railway, or to utilize its poles, wires, conduits or electric current, insofar as may be necessary to enter the city and to reach any section thereof; provided, that the person or corporation desiring to operate its cars over the lines of said street railway or to use such other public service, shall first agree in writing with the owner thereof to pay it a reasonable compensation for such operation or use. And if the person or corporation desiring to use the same cannot agree with said owner as to said compensation within sixty days from offering in writing so to do, and as to terms and conditions for such use, then the council shall, by resolution, after a fair hearing to the parties concerned, fix the terms and conditions of such use and compensation to be paid therefor, which award of the council when so made shall be final and binding on the parties concerned.

Section 108.
City Maintain General Supervision. Reports. Inspection—The city shall maintain general supervision and police control over all public utility companies insofar as they are subject to municipal control. It shall cause to be instituted such actions or proceedings as may be necessary to prosecute public utility companies on violations of law.

It shall require every person or corporation operating under a franchise or grant from the city to submit to the council within sixty days after the first day of January of each year an annual report verified by the oath of the president, the treasurer or the general manager thereof.

Such reports shall be in the form, contain such detailed information and cover the period prescribed by the council or by ordinance; and the council shall have the power either through its members or by experts or employees duly authorized by it to examine the books and affairs of any such person, persons or corporation and to compel the production before them

TO BE CONTINUED TOMORROW