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Medford Daily Tribune.

The Weather Fair tonight, with possibly light frost. Saturday, fair; south to west winds.

THIRD YEAR.

MEDFORD, OREGON, FRIDAY, OCTOBER 16, 1908.

No. 180.

PEOPLE HAVE THE CHOICE OF THREE PROPOSITIONS

OFFERS WATER OF BIG BUTTE

Edgar Hafer Would Bring the Water of Big Butte Springs to City

Edgar Hafer, for the Crater Lake Lumber company, offered the following proposition: Medford, Or., Oct. 10-15, 1908.—To the Honorable Mayor and City Council, City of Medford, Ore.—Gentlemen: In order to give the City of Medford a feasible plan for obtaining the absolutely pure Big Butte Springs water, the undersigned submits the following proposition:

The proposition is to convey three hundred inches of this absolutely pure mountain spring water, which is to be appropriated just below the springs, for a distance of about twenty-five miles to a point about three miles northeast of Eagle Point, near the northeast corner of Section 24, Township 35 south, 1 west, W. M., by means of an elevated pipe line, constructed according to the plans and specifications prepared by and under the supervision of the city's supervising engineer; thence for a distance of about fifteen miles to the city through wooden stave pipe and iron pipe, according to the plans already approved by the supervising engineer for the Wasson Canon and Fish Lake ditch propositions. This latter fifteen miles introduces no new features into the situation, as the engineer's estimates and reports cover it fully. In regard to the construction of the elevated pipe line above mentioned our proposition in detail is as follows:

Rights of Ways.

The city is to secure rights of way from the springs to Medford, provide all necessary intakes, catch basins and construct the fifteen miles of underground pipe line, reservoirs, etc., according to the recommendations already made by the supervising engineer. The undersigned agrees to make the necessary appropriation of water, construct the elevated pipe line from its intake to the head of the underground pipe line at the point referred to above, near Eagle Point, for the sum of One Hundred and Ten Thousand Dollars, exclusive of the costs of rights of way and engineering expense, this being two-thirds of the estimated cost.

The Title.

The title to the entire system is to rest in the City of Medford, the undersigned, however, to have at all times the privilege of fluming lumber and other products through the "V" flume, to be constructed upon said right of way, which "V" flume is included in the above estimate and plans, at all times so long as the undersigned shall pay his share of the expense of maintenance as hereinafter set forth. Said flume is to be constructed with such gradation as will permit the use thereof for fluming lumber, wood and other products from the head thereof to said point near Eagle Point. All damage and wear and tear upon said elevated line which is occasioned by the city's use thereof shall be borne wholly by the city, and all damage and wear and tear thereof occasioned by the undersigned's use thereof shall be borne wholly by the undersigned. All damage occasioned by the acts of God, the elements, or other cause without control of either party, to be borne as follows: Two-thirds of the cost of repairing same to be borne by the City of Medford and one-third by the undersigned. The undersigned shall employ not less than three patrolmen whenever using the said "V" flume for fluming lumber or other products, and continue to employ them until the undersigned shall have the right to draw or discharge surplus water from said elevated pipe line at suitable points to enable him to operate the said "V" flume, but at no time shall he release the total delivery at the lower end of said elevated pipe line by such use to less than three hundred cubic inches per second and one-half foot velocity. In the event that the undersigned fails or refuses to pay his share of the expense of maintenance as hereinbefore set forth, the undersigned shall have the right to draw or discharge surplus water from said elevated pipe line at suitable points to enable him to operate the said "V" flume, but at no time shall he release the total delivery at the lower end of said elevated pipe line by such use to less than three hundred cubic inches per second and one-half foot velocity. In the event that the undersigned fails or refuses to pay his share of the expense of maintenance as hereinbefore set forth, the undersigned shall have the right to draw or discharge surplus water from said elevated pipe line at suitable points to enable him to operate the said "V" flume, but at no time shall he release the total delivery at the lower end of said elevated pipe line by such use to less than three hundred cubic inches per second and one-half foot velocity.

Water by July.

If awarded the contract for construction of said elevated pipe line the undersigned will furnish a good and sufficient bond for the fulfillment thereof and will agree to complete the said elevated pipe line by the first day of July (Continued on Page 3.)

OFFERS WATER OF THE ROGUE

Condor Water & Power Company Submit Pumping Proposition

The offer of the Condor Water & Power company is as follows: Medford, Or., Oct. 12, 1908.—To the Hon. Mayor and City Council, City of Medford, Ore.—Gentlemen: We submit for your consideration the following, which contemplates the operation, collection and disbursement of revenue by our company of the water plant of the City of Medford for a period of thirty years with an option to the city for a further period of thirty years, subject to the following conditions: First—The City of Medford to build the pipe line from Gold Ray power house to Medford, about ten miles in length, size of pipe 20 to 24 inch pipe, or steel pipe of equal capacity, to convey at least four million (4,000,000) gallons of water in 24 hours; also filtration system and two reservoirs of four million (4,000,000) gallons total capacity.

City Furnish Pipe.

Second—The city of Medford to furnish and install complete, ready for operation, the pipe line, reservoir and filtration system; also to furnish and install pumps and motors to be attached to end of pipe line at Medford to be used in re-pumping water to Medford reservoir at an elevation of 200 feet above Medford; also to install at points to be designated by us between Gold Ray and Medford 40 Tees and Gate Valves, which will be furnished by us.

Water Rates.

In consideration of the above the Condor Water & Power company propose to furnish to the City of Medford sufficient water for Medford's use at the present city water rates, said rates not to be increased except as directed by the City Council as hereinafter provided. Water rates to be the same as the present city minimum flat rate. The rate per one thousand gallons to be from 15 cents down to 5 cents per one thousand gallons. Out of the revenue thus derived, after deducting operating expenses, we propose:

First—To deposit monthly in a bank to the credit of the City of Medford an amount equal to the bond interest on bonds issued for water system as stated above; also in like manner deposit an amount equal to the sinking fund, as provided in bonds. Interest to be paid monthly out of revenue as provided herein.

Second—In case sufficient revenue is not realized in any one month from the operation of the city water system to pay the operating expenses and the monthly bond interest and sinking fund as provided above; then in that event said water rates shall be increased by the City Council sufficiently to afford sufficient revenue to pay above charges each month, and said rates shall remain in force for one year, and until such time that such month will afford at least sufficient revenue to pay operating expenses, bond interest and sinking fund as herein provided.

Third—We propose to pump water from Rogue river to a reservoir at Medford at a height of 200 feet above the City of Medford, and to make no charge for electric power for operating said reservoir, except a portion of the profits (income) derived from the sale of all surplus water (not used by the City of Medford) outside of the city limits of said City of Medford, to be made quarterly or monthly as revenue is collected. Water furnished for fire protection.

Fourth—We propose to pay the City of Medford 25 percent of the net profit and retain 75 percent of the net profit, and retain the 75 percent derived from the sale of all surplus water (not used by the City of Medford) outside of the city limits of said City of Medford, to be made quarterly or monthly as revenue is collected. Water furnished for fire protection.

Fifth—Referring to operating expenses, we would be willing to guarantee to be less under our management than under city management under like conditions.

Respectfully submitted, CONDOR WATER & POWER CO.

OFFERS WATER OF FISH LAKE

Shortie Hamilton Would Construct Entire Line to Get Water into Medford

J. L. Hamilton submitted a proposition to bring water from Fish Lake, as follows: Medford, Or., Oct. 15, 1908.—Honorable City Council, Medford, Or.—Gentlemen: I herewith propose to furnish the city of Medford with 300 inches of water at the intake of the pipe line on the north fork of Little Butte creek, build the gravity wooden pipe line, including the head works, trenching and backfilling and clearing, a 2,000,000 gallon reservoir and a connecting pipe line from the reservoir to the present city distributing system for the sum of \$254,100.

Specifications—The intake of the gravity pipe line shall be at a point on the north fork of Little Butte creek, above the ford at the head of Hanley's field, wooden pipe running thence to a connection with the beginning of the second survey to Medford by way of Brownsboro, profile of said survey being on file in engineer's office and marked: "Profile of preliminary survey 'B,' gravity pipe line."

Medford, Or., August, 1908.

Grade of Line—The wooden pipe line, hydraulic grade line of which shall be shown on profile above referred to, will connect with a reservoir at the lower end of that line, and will continue thence to the junction of Roosevelt avenue and East Seventh street, a total length of 16-inch machine banded wood pipe of approximately 23.3 miles. At the junction of Roosevelt avenue and East Seventh street the wooden pipe will connect with a 12-inch cast iron pipe, which will continue approximately 2300 feet along East Seventh street to Riverside avenue, where it will connect with your present distributing system.

The machine banded wooden pipe shall have an inside diameter of 16 inches and shall conform with the specifications covering same, that governed the tenders previously submitted to you on August 9, 1908, now on file with the city auditor.

Castiron Pipe.

The 12-inch castiron pipe shall be class "D" New England Waterworks standard, or its equivalent, and with it will be furnished and set the following "specials":

Two 12-inch gate valves.

Two 6-inch valve boxes.

One 16-inch to 12-inch reducer.

One 12-inch to 8-inch reducer.

One 12x12x10 inch T.

One 12x12x8 inch T.

One 12x12x6 inch T.

Four Kelpipe hydrants.

Forty-two feet finish castiron pipe.

The reservoir shall have a capacity of 2,000,000 gallons and shall be constructed of concrete six inches thick, with two coats of asphaltum on the inside surface.

Four year information and so that you may know I am well equipped to carry out the terms of this proposal will state that the Fish Lake Water company has agreed to furnish the amount of water herein offered and will guarantee the city against all litigation that may arise out of or from this water; and also that arrangements have been made by which C. D. Vincent and the Redwood Manufacturers' company will furnish and construct the system as herein set forth.

Payment Each Month.

I understand that payments will be made as the work progresses, monthly, based on the engineer's estimate, as follows:

Ninety per cent of the value of material furnished and work done to be paid on or about the first of each month for the material furnished and work done during the preceding month; 10 per cent, or whatever may then remain, to be paid 30 days after the work has been finished to the satisfaction of the engineer.

Owing to the upward trend in the market prices for the materials involved in this construction, I must make this proposal subject to acceptance on or about November 15, 1908.

I must also stipulate that in case this proposal is accepted the city, through its proper authorities, shall produce satisfactory assurance that the necessary funds are available to pay for this construction.

As evidence of good faith I herewith attach certified check to the amount of \$5000, which is payable to the recorder of the City of Medford, which is to be returned in case this proposal is re-

HUNDREDS PERISH IN RAGING FIRE

Four Michigan Counties Burned Over--Relief Train With Death As the Engineer--Terrible Suffering

DETROIT, Mich., Oct. 16.—It is reported here that a train bearing 200 refugees from Metz has been hummed in by forest fires and that all are probably dead. Metz has been entirely destroyed.

After the flames had surrounded Metz attempts to save the buildings of the place seemed futile. The inhabitants gathered at the railroad station and boarded a train for Millersburg, 20 miles away.

Word from Millersburg says that the train was ditedh three miles from Metz in the heart of the burning forest.

The fires are spreading rapidly, according to dispatches, which give reports of the fire received here continually. It is believed that a number of small towns have been wiped out.

ALPENA, Mich., Oct. 16.—The whole of northwestern Michigan is burning. The flames already have swept four counties and the loss of life is heavy. It is believed that if reports could be obtained the results of the fires would be the most appalling in the history of this part of the country.

Fourteen women and children are said to have been burned to death at Metz. There is practically no hope for the 200 refugees who left the city on the relief train that was wrecked in the burning forest.

One refugee who arrived from Metz today says that very few escaped and that he believes practically the whole population of the town, numbering more than 200, was lost. The total number of dead, however, cannot be estimated.

Among those known to have lost their lives on the relief train were John Vinvela, engineer; Arthur Lee, fireman, and William Lee, brakeman. These three men stayed by the train and tried to get it back on the tracks while the passengers fled before the roaring fires.

This city caught fire by sparks carried here by the winds, it was thought, is doomed also, but by desperate efforts the flames were controlled. Several buildings were destroyed.

BADE CUTS THE FIGURE TO \$152,410

C. E. Bade, president of the Jacobsen-Bade company, stated this afternoon that he will construct the pipeline to Eagle Point if Edgar Hafer's proposition is accepted for \$152,410 or \$150,000 less than the estimate of Engineer Roberts. This would make the total cost of Hafer's proposition \$262,410.

KEEP PEARS IN COOLERS FOR BETTER PRICES

The Chicago Packer of October 10 says: Trading in pears continues to keep up at profitable prices. Some fruit is being taken out of the coolers every day and it is selling right along with fresh arrivals when it shows up in good condition. Bartlett's were taken by buyers at \$4 to \$5.50; Stewarts at \$3 to \$4.50; Anjous at \$3 to \$3.50 and Bosc at \$2.50 to \$4.50.

PARASITIC CHICKENS GIVEN 60 DAYS IN PEN

BENNETT, Ga., Oct. 16.—Ward L. Brien was sentenced yesterday afternoon to a sixty-day term in the county jail. He issued a fictitious check a few days ago, and got \$1,000 out of him on the face. Though technically guilty of obtaining money under false pretenses, the charge was modified to a misdemeanor, the amount of money being so small. Frank pleaded guilty of the misdemeanor and was sentenced accordingly.

RESERVED FOR THE MAZAMA

The Mazama had been engaged in hauling sand from the mouth of the Wood River to this city and was taking the large up for that purpose.

Little difficulty is anticipated in raising the boat, as she lies in only six feet of water.

Respectfully submitted, I. L. HAMILTON.

HASKELL SUES HEARST FOR \$600,000 DAMAGES

TO REMODEL MILES BUILDING

Extensive Repairs to Be Made Including a New Front and Dance Hall

Extensive alterations in the Miles block, including a new modern front of pressed brick, are to be made during the next few months. The plans have already been drawn, and if no hitch occurs actual work will commence about the first of November. Besides the new front and a complete remodeling of the interior, which will make the block thoroughly modern in every particular, an addition will be built, doubling the present size of the block by extending it 30 feet further in the rear.

A new feature of the building and one that will be eagerly welcomed will be a large hall 50x140 feet, suitable for dances, parties and meetings of all kinds. This will be the largest hall in the valley.

PLANNING GREAT SYSTEM OF IRRIGATION IN LAKE COUNTY

LAKEVIEW, Ore., Oct. 16.—R. J. Martin, president of the Valley Land company, is here to remain until the company's reservoirs are under construction. This company is the successor to the Oregon and California Land company, and in addition it has acquired the Drows valley reservoir site, owned by the Hewitt Land company.

Mr. Martin's first work will be to test the subsoil of the Drows valley and Cottonwood dam sites, to determine the depth to which the foundations of the dam must be laid. This depth depends upon the character of the subsoil. The foundations must be laid below the porous soils. Next will come the surveying to prepare the plans and specifications for the dam and canal system. Winter quarters will be erected immediately and men will be set to work.

The Cottonwood dam will be seventy-five feet, and the Drows valley dam fifty feet above the present surface of the ground.

The company intends to put 60,000 acres on the west side of Goose lake valley under irrigation, and it stated that they may decide to increase the height of the dams and the capacity of the canals.

The company has about 300,000 acres of land in Lake, Klamath and Harney counties which it proposes to sell under the contract and auction bid scheme recently tried out so successfully in the Anis valley in Colorado. Mr. Martin says the company has sold about 5000 contracts, and that the opening will be held next August and September. Water for irrigation on the 60,000 acres in Goose Lake valley will be available in 1910.

CRATER LAKE HAD A SUCCESSFUL SEASON

KLAMATH FALLS, Ore., Oct. 16.—The Crater Lake season will close October 20. The Will G. Steel camp on the rim of the lake has already closed, but the Arant camp at the foot of the climb to the rim will furnish accommodations until October 20.

Large timbers were let down over the cliffs, a distance of 2900 feet, and towed over to Wizard Island, the slender cone which rises out of the water near the western shore of the lake. A small house was built on the island as a shelter for the boats against the heavy snows that bury the region eight months of the year.

It is estimated that 6000 people visited Crater Lake during the season of 1908.

STORMS WRECKED ON KLAMATH LAKE

STORMS WRECKED ON KLAMATH LAKE. The storms wrecked on Klamath lake, causing a loss of wind-whirl round the Eagle Point.

As was seen on board, including the names M. P. Parker and J. B. C. Taylor of Fort Klamath, but all managed to reach shore by means of the large which the boat had in tow, saving also a large quantity of freight that was on board for Fort Klamath merchants.

The Mazama had been engaged in hauling sand from the mouth of the Wood River to this city and was taking the large up for that purpose.

Little difficulty is anticipated in raising the boat, as she lies in only six feet of water.

ORDINANCE TO A COMMITTEE

Amendments Made in Ordinance Proposed to Put Saloons Under One Head

Councilman W. T. Vaughn of Portland submitted to the city council last evening an amended ordinance granting a franchise to the Gothenburg association to sell liquor in Medford for a period of ten years. The ordinance differs from the one published in Thursday's Tribune so far as several changes were made at the suggestion of councilmen at the afternoon session.

The ordinance as amended provided as follows regarding a monopoly in the city:

Section 1. That from and after the first day of October, 1909, the Medford Gothenburg association is hereby granted the right within the corporate limits of the city of Medford, Oregon, to sell and otherwise dispose of alcoholic, vinous, malt or spirituous liquors, drinks and beverages from the period of ten years from and after the said first day of October, 1909, and no other person, firm or corporation shall at any time be granted a license or privilege to sell such alcoholic, vinous, malt or spirituous liquors within said corporate limits during any part of said term or the whole thereof, except the application of such other person, firm or corporation be first approved by a majority vote of the qualified electors of said city at an election held for that purpose; and provided further, that no such other license shall be granted for a shorter period than ten years, nor for less license fees than those hereinafter specified to be paid by said Medford Gothenburg association.

The amended ordinance provided districts in the city as follows:

On De Anjon street between Sixth and Eighth streets, and on Fir street between Seventh and Eighth streets, except that this territorial restriction shall not apply to any bona fide hotel hereafter constructed containing 75 rooms or more.

The third change made was one providing for an inspection of liquor in stock by a duly authorized inspector:

Section 16. The said city shall at all times have the right to employ an inspector for the purpose of inspecting all liquors and stock on hand belonging to said Medford Gothenburg association, which liquors and stock on hand shall at all times be open to said inspector for such inspection, and in the event that said inspector find any of such liquors or stock on hand impure or unfit for consumption, said city may forthwith confiscate and destroy such said liquors or stock on hand as may be so found impure or unfit for consumption.

The council indulged in much discussion of the ordinance, finally referring it to a committee composed of Effert, Merrick and Olwell.

MARRIED.

SAVAGE EVANS.—In Medford on October 10, by Rev. M. P. Horn, Eugene Savage and Laura Evans.

RAIN DID MUCH GOOD IN SURROUNDING SECTION

The rainfall of the past few days did much good in the fruit sections surrounding this city.

In all there was 1.70 inches fall, which gave an impetus to the coloring of fruit and laid the dust upon the roads, a great blessing in itself. The fruit men are all rejoicing over this matter.

We agree to furnish good and sufficient bond to complete the work.

We agree to complete the work by October 30, 1909, providing this contract is awarded us within 30 days.

In case it should be necessary to change wood pipe for steel, we will allow the city \$1.60 a foot for pipe and will charge the city \$2.75 a foot for steel pipe.

Respectfully submitted, JACOBSEN-BADE CO.

The recorder was instructed to call for bids for the grading of West Seventh street after a petition from property owners asking that the work be ordered was asked for.

The roof of the city hall was ordered replaced with a new one, as the present one is leaking badly.

Jacobsen-Bade company and P. Furthens and W. A. Aiken bid on the construction of a trunk sewer line. The first bid was some \$6000 lower than the second and was accepted.

EXCITEMENT AS SERVICE MADE

Mrs. Hearst Runs Screaming Into the Aisle of Car When Door Is Broken

OMAHA, Neb., Oct. 16.—William R. Hearst was served with papers in a suit for \$600,000 damages brought by Governor Charles N. Haskell of Oklahoma as he was passing through this city early today.

A deputy sheriff with the papers boarded the train, but found the door to Hearst's stateroom locked. He knocked on the door and Mrs. Hearst said that her husband had gone to the station to send a telegram.

The sheriff announced that he would force his way into the stateroom if the door were not opened. There was no response. The officer then, using his shoulder as a battering ram, forced the door and almost fell into the room.

Mrs. Hearst Frightened.

Mrs. Hearst, partially dressed, rushed screaming into the aisle of the car.

The officer was not dismayed by the sight of the frightened woman or her screams, but, still convinced that Hearst was in hiding, he made his way to the toilet room adjoining the stateroom and began kicking violently against the door. He probably would have broken this door down in a few seconds if Hearst had not appeared and accepted service of the papers.

After the exciting scene, which nearly caused a panic among the passengers of the train, he advised that the summons was unexpected and he had no idea what the man wanted. He said that he had refused the officer because he and his wife had retired and that they were not prepared to receive strangers in their private apartments.

Mrs. Hearst Recovers.

Mrs. Hearst quickly recovered her composure, but remained in the stateroom.

Hearst said that he had no idea of avoiding service and asserted that the aggressiveness of the officer was entirely unwarranted.

The suit was filed at 10 o'clock last night and the papers were immediately issued and put in the hands of the officer.

The deputy sheriff went to the station two hours before the train arrived and waited in order to be certain not to miss Hearst.

The suit is based on the statements of Hearst that Haskell was and is the agent of the Standard Oil company.

The sensational scene on the train was a sequel to the thrilling events which led to the resignation of Governor Haskell as treasurer of the Democratic national committee and caused the biggest excitement of the presidential campaign.

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