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THIRD YEAR.

MEDFORD, OREGON, FRIDAY, DECEMBER 18, 1908.

No. 233.

SENATORS PLAN FURTHER ATTACK ON ROOSEVELT

Will Investigate President's Action in Ordering Withdrawal of Marines From Battleships

WASHINGTON, Dec. 18.—That the members of the senate are planning a further attack upon President Roosevelt was evident today following the introduction of a resolution calling upon the committee of military affairs to investigate the president's action in ordering the withdrawal of marines from battleships.

CONDOR COMPANY MAKES OFFER TO CENTRAL POINT

H. C. Stoddard, superintendent of the Condor Water & Power company was in conference with the water committee of the town council, when he submitted a preliminary proposition for supplying Central Point with water, says the Herald.

"To the Hon. City Council, Central Point, Oregon: We submit for your consideration the following proposition: If the city of Central Point will construct a pipeline from Gold Ray to Central Point, to cost approximately \$120,000, and will allow us the free use of said pipeline, you paying the bond interest on cost of said line, we will furnish you with water not to exceed 5,000,000 gallons per month free of charge.

"Should the consumption of water by the city of Central Point exceed 5,000,000 gallons per month, then said city is to pay us 10 cents per 1000 gallons for all water used in excess of 5,000,000 gallons per month.

"We to have the free use of said pipeline at all times and to have the right to sell such water for irrigation and other purposes outside the city of Central Point that is not required to supply your city."

Explains Proposition. After reading his proposition, Mr. Stoddard stated that it would probably be possible to interest the farmers around the town in the matter of forming an irrigation district which would cooperate with the town in the matter of securing the pipeline, and that if the people of the town wish to go farther into the matter the company will send a representative to take up the irrigation matter with the farmers.

The matter of power for a pumping plant in case the town should decide to install a well system, was also discussed informally. Mr. Stoddard stating that his company would supply power at the rate of \$5 per month per H. P. for 10 hours pumping. He estimated that it would require a 25-horse-power motor to pump sufficient water for the present needs of the town, which would cost approximately \$125 per month. He suggested, however, that a meter system would no doubt prove much cheaper than the flat rate.

Mr. Stoddard assured the committee that if the matter should be taken up by the town and acted upon favorably the company would bind themselves to deliver water in the town within six months.

The meeting was purely informal, meant only as a first step towards the full consideration of the water problem.

WRIGHT AGAIN BREAKS RECORD FOR AEROPLANE

Sails Over 60 Miles in Less Than Two Hours--Will Receive Over 20,000 Francs As Prize

LEMAN, France, Dec. 18.—Wilbur Wright, the American aeroplane expert, today broke all previous records for an aeroplane flight.

He traveled 61 1/2 miles in one hour, 53 minutes and 59 seconds.

He will receive as prize money 20,000 francs unless his record is beaten before the end of the year.

Wright has recently been the host of a number of members of different royal families in Europe, taking them with him for flights. His latest success is bringing him thousands of telegrams today from all quarters of the globe, congratulating him on his success.

DEVELOPMENT WORK IS AGAIN STARTED AT BUCKEYE

GRANTS PASS, Or., Dec. 18.—The Buckeye mine, southwest of this city, has been lying idle for the past year, but this week men went out to the mine to renew development work. The mine is owned by Ohio parties, who have already spent considerable money on the property, but have accomplished very little, as it was under poor management.

Recently the property was reported on by an expert mining man, who reported it an excellent property, and as a result preliminary work will commence at once, laying out drill holes for the development work. Early in the spring drills will be installed and a large force of men put to work, and it is said that it will be one of the busiest mining properties in the county. There are a large group of claims in the Buckeye property, and if the expert's report is correct, it will stimulate mining in this county considerably.

DORRIS VOTES TO BECOME INCORPORATED CITY

DORRIS, Cal., Dec. 18.—Incorporation carried by an almost unanimous vote, only five dissenting votes being cast out of a total of 38. The following officers were elected: Trustees, R. L. Oliver, Fred Moss, Dr. A. A. Atkinson, T. F. McLaughlin and George Otto; clerk, Roy Taber; treasurer, Jess Otto; marshal, John Hughes. Nearly every available vote was rounded up and cast, according to the showing made by the great register of the precinct.

The number of votes cast by no means gives an adequate idea as to the size of the town. There should really be in the neighborhood of 100 votes in the corporate limits of Dorris, and were an election to be held a month from now there would be that many at least. Not enough time was allowed in this election for the reopening of the register. Then, too, there are a large number of property owners in Dorris who have not been in the state quite a year, a great many of them coming down from Oregon since the town was founded about a year ago.

The result of the election is meeting with the highest approval in all quarters. It is generally conceded that the set of officers chosen could not have been improved upon. All are extensive property holders and active business men who have the best interests of the town at heart.

Consternation reigned among the faculty and students of Willamette university when it was discovered that the cornerstone for Eaton Hall was missing and could not be found. Parties started out immediately and after several hours' search found the stone, which weighs over 1400 pounds, hidden under a great pile of wood. When President Homan heard of the loss of the stone he immediately offered a reward of \$50 for the apprehension of the parties removing it.

CITY COUNCIL DECIDES TO RESELL THE MEDFORD GRAVITY WATER BONDS

Special Session Held and Report of Attorney Reames Adopted--Will Resell Bonds Owing to Action Taken by Nuveen a Company--Tax Levy Fixed for Coming Year

A resale of the Medford gravity water supply bonds was the decision reached by the city council in special session Thursday afternoon after they had listened to a report of A. E. Reames, special attorney for the city in the matter of the bonds. Mr. Reames' report was adopted and a resale ordered.

Such was the outcome of the quibbling on the part of John Nuveen & Company over the payment of accrued interest.

Mr. Reames' report, which covers the entire ground, is as follows: To the Honorable Mayor and City Council, Medford, Or.

Gentlemen: In the matter of the difficulty between the city and Nuveen & Co., I desire to say that, at the time when the matter was submitted to me originally there had been differences between the parties as to the amount to be paid for the bonds, the city demanding face and accrued interest and the company demanding that it be permitted to sell the bonds only as the money was required for construction and to purchase the bonds at face, thereby discounting the interest, which would amount to something over \$29,000, and claiming an additional commission of \$18,000. At this same time the bonds had been sent to Chicago and the company permitted to hold out \$331 accrued interest under the express understanding with the city that the matter as to whether that interest would be due the city or not should be determined when the whole matter of interest would be settled by the parties.

Acceded to Demand. Subsequently upon my advice, a telegram was sent the company that no bonds would be delivered with payment of accrued interest and principal, less commissions. To this demand the company finally acceded. Fifty thousand dollars in value of the bonds were then sent to the First National bank at Chicago, with draft attached, and I take the responsibility for having included in the draft the \$331 back interest was an interest item to be paid or not. This was included for the reason that it according to the tenement of the interest question with the company. The company having agreed to pay accrued interest, I regarded this question as determined and realized that the money could be collected easier now than at the final sales. I also appreciated from the former conduct of the company that if the matter were permitted to drift until all of the bonds had been sold, the money could only have been recovered by a suit in Chicago. When the bonds reached the First National in Chicago the company caused the bank to wire the Jackson County bank that the company claimed possession of the bonds by reason of having tendered the amount of the draft, less the \$331 back interest. I realized that the city needed the money at once, and appreciated that the company was preparing a way to tie up the bonds in the Chicago bank with an injunction. Had this been done it would have been almost impossible to sell the remaining bonds until these numbers were disposed of; hence I caused a wire to be sent to deliver the bonds with notice that the claim of \$331 interest was not waived. I then received an unfair and insulting wire from the company to the effect that, inasmuch as I had violated the subsequent contract by taking out the draft back interest, they gave notice that they did not waive their rights to recover interest which they had paid or might in future pay. I thereupon caused the following wire to be sent:

Mr. Reames Wires. Medford, Or., Dec. 10, 1908.—John Nuveen Chicago, Ill.: If you think you have the city on the run, get it out of your system. City has no contract what over with you. Hereafter bonds will be delivered to Jackson County bank and held there until money is received. Bank will accept payment in Chicago, but bonds will not leave city. No bonds will be delivered except upon payment accrued interest and of the back interest now due. Wire your acceptance of these conditions within 48 hours or city will take steps for new sale. If you want the bonds on those conditions, get busy; if not, wire to that effect and save further telegraphic expense.

To this wire there has been no reply, though I understand that Mr. Vawter has received a wire from the effect that the telegram which I sent was unauthorized and undignified. I do not care anything about this part of it, as I realize that no one careful in the use of language would employ dignified terms to crooks any more than a man would dress up a donkey in starched linen. In the telegram which I sent you will notice that I took the responsibility of advising the company that hereafter no bonds would be sent to Chicago; that they would be deposited here, and that while this bank might accept payment in Chicago, the bonds would not leave here until this had been done. I regard this as absolutely essential to be complied with. It is absolutely unreasonable for a city to send its bonds into another state, where they may be tied up with an injunction.

System May Cause Trouble. Furthermore, the bonds are made payable at the office of the company, which will some time in the future doubtless give a great deal of trouble. It is not common, nor is it business for a city to send its bonds into another state to be delivered or not, according to the demands of the purchaser. I do not take any notice, from our standpoint, of the wire which Mr. Vawter has received from the company, nor of their sly assurance to him personally that they will pay the accrued interest. This does not amount to anything at all. They did not answer my wire giving them the 48 hours in which to reply, and I respectfully ask that the city back up my action in this matter and absolutely ignore the wire to Mr. Vawter and proceed at once to sell the remaining bonds elsewhere. The statement of the company in the wire to Mr. Vawter to the effect that he should have his attorney block any resale is a cold bluff, made at long range. The company recognizes at once that it cannot insist on the pretended contract, else it would not have offered to give up the \$20,000 interest. If the company wants to litigate the matter, its proper remedy would be to proceed to enjoin the city from selling the rest of the bonds, and to do this would have to plead, or set up its pretended contract. As there are two Oregon supreme court cases directly to the point that this is no contract, the company if it got an injunction, would only get temporary one, backed up by a bond, which we would see would be ample for the damages, and there ought to be absolutely no trouble in dissolving the injunction at once. This would determine the matter in question here at home and no compel us to go to Chicago with a lawsuit.

Selling Bonds at \$101. I have been informed that they are selling the bonds at 101 and they are deducting pro rata an \$18,000 commission, so there is no doubt but what they will accede to the terms if they have an opportunity, and realize that the city is not bluffing. However, I would not give them this opportunity now, but ask that the city proceed along the lines indicated and ignore them entirely. Under no circumstances would I make any arrangements to send the bonds out of the jurisdiction of the state. The company is evidently getting some information from some source that the action of the recorder in sending the telegrams is unauthorized. I desire to say that while the recorder has acquiesced in my position and in what has been done, that I take the responsibility for all of the telegrams sent and the policy followed since I came into the matter. You have now found the company out and you know what it will do if you if it gets a chance. You are all business men, and I know you will appreciate the necessity of termin-

1909 WILL BE BRIGHT YEAR FOR BUILDING

Bids Being Received for Erection of Many Business Blocks in Medford During Coming Year

The year 1909 promises to be the biggest building year in Medford's history "if the election goes right," say the prospective builders put it. Plans are under way for a score of business blocks and the city will present altogether a different appearance by another Christmas. Old buildings are to be torn down and new fronts placed in many other stores, while the pavements will be extended in every direction.

On West Seventh Street. Bids are being received today for the erection of a 100-foot frontage two-story block at the corner of Seventh and G streets to cost from \$15,000 to \$20,000. The lower floor will be store-rooms. The building will be erected by a syndicate composed of Messrs. Palm Orth, Margreaves, Hale and Corey. It will be steam-heated throughout.

Palm & Neidermeyer will erect a two-story block on the corner adjoining the Bijou theater, 50x140 feet, containing two stores.

Schermerhorn Bros. are to erect a brick block about 100x100 adjoining the West Side Livery barn on G street, to the Jacksonville railroad right of way.

J. H. Moore is figuring upon building a two or three-story structure on Seventh street on the corner east of the Condor Water & Power company building.

Court Hall is planning the erection of a modern five-story apartment building on the site of his present residence, Eighth and C streets. The first floor will be utilized as store-rooms.

Messrs. Taylor and Phipps are each planning the construction of two-story blocks on the site of the shacks they own on Seventh near B street.

Alfred Weeks will build a two-story store-room 45x140 on West Seventh adjoining Hale's piano store, the present building being occupied by Smith's tinshop.

These are but a few of the many structures planned for the coming year. West Seventh street is to make a strong effort to capture the business center, and it is evident that C street owners will have to wake up or the retail district will be switched.

JUD PERNOLL MAY PLAY THIS YEAR WITH ABERDEEN

GRANTS PASS, Or., Dec. 18.—"Jud" and Johnny Pernoll were in from Applegate the other day calling on their many friends in this city. "Jud" is looking fine and is the same "rolly polly" that he always was, and will pitch better ball this coming season than he ever did before. He finished the season last year with Aberdeen, but the manager of the Aberdeen club will manage the Seattle team this year, and he wants "Jud" to go with him. Although Portland released "Jud" last season, it was not on account of the Grants Pass southpaw's poor work, but because he and McCredie could not agree on salary. "Jud" is not yet 20 years old, and when he gets a little more experience in his work he will be a top-notch, and McCredie is going to regret the day when he let Pernoll go.

WILL ASK THAT FISH BE PLACED IN ROGUE RIVER

Fish Protective Association Authorized Will G Steel As Representative to Urge Request

When Will G. Steel leaves for Washington to urge an appropriation for the construction of the Crater lake road he will carry with him applications to the bureau of fisheries of the department of commerce and labor for fish with which to stock Rogue river and its tributaries. The Rogue River Fish Protective association at a meeting held Thursday evening made out their applications and authorized Mr. Steel to represent them in urging the claims.

The application blanks were recently received from the bureau in Washington in response to a request for them. The applications have been filled out for rainbow trout.

The club is in a flourishing condition, nearly 100 members having signed the roll. The members are: J. E. Enyart, John Orth, John Wilkinson, W. B. Jackson, J. F. Reddy, P. H. Hopkins, D. H. Miller, A. E. Reames, C. W. Davis, C. T. Nee, T. E. Daniels, O. C. Boggs, Charles Schlenker, E. D. Elwood, O. Burnett, W. F. Isaacs, B. C. Gleason, J. C. Brown, H. C. Bonney, W. M. Holmes, Donaldson Selsby, E. B. Ickel, J. F. Hutchison, J. W. Dunlap, Thomas Bartholomew, V. Van Dyke, C. E. Walker, Clifford Beckett, J. S. Vilas, H. A. Thieroff, W. H. McGowan, S. L. Brown, J. H. Messler, Fay Lane, C. H. Brown, O. Stephenson, James Ritter, E. R. Van Dyke, C. E. Burke, Harry Selsby, George T. King, G. H. Kennelly, N. L. Narragan, C. H. Lewis, T. J. Williamson, J. W. Meyers, F. W. Hollis, J. D. Beard, A. H. Miller, W. H. Hamilton, A. C. Allen, J. D. Wilcox, R. L. McCoy, A. S. Beebe, John Voght, J. C. Lewis, Lou Lewis, F. J. Stanley, Dr. George E. Wilson, R. R. Schwiner, R. A. Bunch, W. G. Steel, S. M. Mears, L. Cardwell, W. H. Harvey, J. H. Beaman, L. Jannay, J. E. Davidson, A. C. Peterson, H. G. Reed, Sam McElendon, R. L. Darling, Sam Hodge, J. L. Hammonsley, H. C. Murry, J. C. Gollave, Walter Ketzan.

TRAIN KILLED AGED MAN NEAR MERLIN

GRANTS PASS, Or., Dec. 18.—Melvin Culp was run over by the south-bound passenger train, which is due here at 9:05 Tuesday morning near Merlin. Mr. Culp was an old man, about 76 years old, and had started up the railroad track from Merlin to go to where his sons were cutting wood. He had to cross a piece of trestle work that is north of Merlin, and being a little hard of hearing, did not hear the approaching passenger train until he had got quite a ways on the trestle. When he saw the train he turned and started back, but it caught him before he could reach the farther end.

The train was a double-header, and Engineer J. H. Wagenblast had charge of the engine. When asked about the matter he said that he knew very little about it. The train makes a curve at that point and it is impossible for the engineer to see the track, but Wagenblast's fireman called to him that there was a man on the track. He immediately shut off steam and put on all the brakes, but they were so close to Culp before they saw him that it was impossible to stop. When the train was stopped the wheels of the second engine were on the unfortunate man. Both legs were run over and the skull crushed death being instantaneous.

Engineer Wagenblast does not like to talk about the accident, as it affected him very much. However, he was called to help No. 14, the next train north, and took the same engine and made the trip to Glendale, returning this morning.

Melvin Culp was an old resident of this county and well known in this city.

JOHNSON GENTLY.—In Jacksonville, on December 17, by Rev. G. A. Gray, F. P. Johnson and Maggie Gentry.

Probate. Guardian Esther M. McFlain; order made to show cause why real estate should not be sold.

(Continued on page 8.)