

CITY NOTICES.

ORDINANCE NO. 191.

An ordinance providing for the execution of contracts with the Warren Construction Company, a Washington corporation, for the paving of D'Anjou street from the south line of Sixth street to the north line of Eighth street, in the city of Medford, Oregon, and for the maintenance of said pavement when laid for a period of ten years, and providing the terms of said contracts.

The city of Medford doth ordain as follows:

Section 1. That the proposal of Warren Construction company, a Washington corporation, for paving D'Anjou street, in the city of Medford, Oregon, from the south line of Sixth street to the north line of Eighth street, and for maintaining said pavement when laid for a period of ten years, be and the same hereby is accepted, and the mayor and recorder of said city are hereby authorized and instructed to enter into contracts with said Warren Construction company in the form following, and such acts by said mayor and recorder are hereby expressly authorized, ratified and confirmed.

Paving Contract.

Memoranda of an agreement made and entered into this day of April, 1909, by and between the city of Medford, hereafter designated the city, and the Warren Construction Company, a Washington corporation, hereafter designated the contractor, witnesseth:

Said contractor hereby covenants and agrees to furnish all material and labor for excavating, filling, installing inlets, and all other work and things, and paving on D'Anjou street, in said city of Medford, from the south line of Sixth street to the north line of Eighth street, excepting that portion of said street at its intersection with Seventh street which is already paved, said paving to be laid to a width of forty feet, and to furnish all such materials and do all such work in a first-class, substantial and workmanlike manner, strictly in accordance with the plans and specifications for such work on file in the office of the recorder of said city, which said plans and specifications are hereby expressly referred to and made a part of this contract, and to do all such work under the direction and subject to the approval of the city engineer of said city for the prices hereinafter set forth.

Said city hereby agrees to pay for said work the following prices: For excavation, per cubic yard \$0.90 For bituminous crushed rock foundation, per cubic yard, 4.50 For bitulithic surface, including surface finishing course, per square yard 2.00

It is agreed and understood that said contractor shall commence said work within twenty days from the date of this contract, and shall prosecute the same with all reasonable speed and diligence to completion.

It is further agreed and understood that this contract shall not be taken to include the laying or constructing of any curbing on said street, and that as to such portion of said work the bid of said contractor has, with the consent of all parties, been rejected.

If it is found at any time during the progress of the work or at any time hereafter that the plans and specifications differ in any particular item or point or in any way conflict or do not harmonize, it is understood that in such case the specifications shall in each and every case as herein indicated prevail.

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose, and will not require the city of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided by the charter, unless said city shall fail or neglect to provide such funds by valid assessment upon the property affected.

The contractor shall furnish a good and sufficient bond in the sum of seven thousand five hundred dollars, to be approved by the city council, with some surety company, authorized to do business in the state of Oregon, as surety, guaranteeing its prompt performance by the contractor of all the terms and conditions of this contract on its part to be performed.

In witness whereof, the said parties have caused these presents to be signed in duplicate by their respective officers, and their respective corporate seals to be hereunto attached, the day and year first above written.

City of Medford, Mayor, Attest, Recorder, Warren Construction Company, Vice-President.

Maintenance Contract.

Memoranda of an agreement, made and entered into this day of April, 1909, by and between the city of Medford, hereafter designated the city, and R. Boswell, hereafter designated the contractor, witnesseth:

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and entered into this day of April, A. D., 1909, by and between the City of Medford, hereafter designated the city, and Warren Construction Company, a Washington corporation, hereafter designated the contractor, witnesseth:

For and in consideration of the payments hereinafter provided for to be paid by the city, the contractor hereby covenants and agrees that it will, at its own proper cost and expense keep and maintain in first-class, and good and serviceable condition for a period of ten years the pavement on D'Anjou street, in the city of Medford, between the south line of Sixth street and the north line of Eighth street (exclusive of the intersection of Seventh street, already paved) which contractor is about to lay on said street in pursuance of a contract thereof of even date herewith. It is understood and agreed that said term of ten years shall begin with the date of the acceptance of said paving by said city.

It is further agreed that said pavement shall be so maintained that at the end of said term the same shall be in good condition and free from any defects that will impair its usefulness as a roadway.

In consideration of the premises and of the work to be performed by the contractor as aforesaid, the city agrees to pay the contractor in full therefor the sum of two and one-half (2 1/2) cents per square yard of said pavement per year, said payments to be made annually at the end of each year during said term.

The contractor agrees to furnish a good and sufficient bond, to be approved by the council, with some surety company authorized to do business in the state of Oregon as surety, in the sum of one thousand dollars, guaranteeing the faithful performance by the contractor of all the terms of this contract on its part. This contract may be cancelled by the city at the end of any year by giving the contractor ninety days' notice in writing of its intention so to do, said notice to be mailed to the contractor at Portland, Oregon.

In testimony whereof, the parties hereto have caused these presents to be executed on their behalf by their respective officers, and their respective seals to be hereunto attached, the day and year first above written.

City of Medford, Mayor, Attest, Recorder, Warren Construction Company, Vice-President.

The foregoing ordinance was passed by the city council of the city of Medford, Oregon, April 27th, 1909, by the following vote to wit: Welch ave, Merrick ave, Wortman ave, Eifert ave, and Demmer ave.

Approved April 27th, 1909, W. H. CANON, Mayor, Attest: B. M. COLLINS, City Recorder.

ORDINANCE NO. 192

An ordinance providing for the execution of a contract with R. Boswell for the construction and placing on D'Anjou street, between the south line of Sixth street and the north line of Eighth street, in the city of Medford, of concrete curb, and providing the terms of said contract.

The city of Medford doth ordain as follows:

Section 1. That the proposal of R. Boswell for the construction of a concrete curb on D'Anjou street, in the city of Medford, between the south line of Sixth street and the north line of Eighth street be and the same hereby is accepted, and the mayor and the recorder of said city are hereby authorized and directed to enter into a contract with said R. Boswell therefor, in the form following, and such act by said mayor and recorder is hereby expressly authorized, ratified and confirmed.

CONTRACT.

Memoranda of an agreement, made and entered into this day of April, 1909, by and between the city of Medford, hereafter designated the city, and R. Boswell, hereafter designated the contractor, witnesseth:

The said contractor hereby covenants and agrees to construct and between the south line of Sixth street and the north line of Eighth street a concrete curb, and to furnish therefor all materials, labor, tools and equipment. Said contractor hereby agrees to construct said curb strictly in accordance with the plans and specifications therefor, on file in the office of the city recorder, which said specifications and plans are hereby expressly referred to and made a part of this contract, and to furnish all said materials and do all said work in a first-class, substantial and workmanlike manner, under the direction and subject to the approval of the city engineer of said city, and to do and perform all of the aforesaid in consideration of the payments hereinafter mentioned and provided for.

In consideration of the aforesaid, the said city hereby covenants and agrees to pay the contractor in full for all of said labor, material and construction the following prices: For all straight concrete curb per lineal foot, \$0.45. For all curved concrete curb, per lineal foot, \$0.55. Said contractor agrees to commence said work forthwith and to prosecute the same with reasonable speed and diligence to completion.

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and workmanlike manner, under the direction and subject to the approval of the city engineer of said city, and to do and perform all of the aforesaid in consideration of the payments hereinafter mentioned and provided for.

In consideration for the aforesaid, the said city hereby covenants and agrees to pay the contractor in full for all of said labor, material and construction the following prices: For all straight concrete curb per lineal foot, \$0.45. For all curved concrete curb, per lineal foot, \$0.55.

Said contractor agrees to commence said work forthwith and to prosecute the same with reasonable speed and diligence to completion.

The contractor agrees to furnish the city a good and sufficient bond, to be approved by the council in the amount of five hundred dollars, with sufficient sureties, guaranteeing the faithful performance by the contractor of all the terms and conditions of this contract on his part to be performed, and saying said city harmless from all claims for labor and materials entering into said construction.

In testimony whereof, the said city has caused these presents to be signed on its behalf by its mayor and recorder and its seal to be hereunto attached, and said contractor has hereunto set his hand and seal, the day and year first above written.

City of Medford, Mayor, Attest: B. M. COLLINS, Recorder.

R. BOSWELL, Contractor.

The foregoing ordinance was passed by the city council of the city of Medford, Oregon, this 27th day of April, 1909, by the following vote to wit: Welch ave, Merrick ave, Eifert ave, Wortman ave, Eifert ave, and Demmer ave.

Approved April 27th, 1909, W. H. CANON, Mayor, Attest: B. M. COLLINS, City Recorder.

BIG HOMESTEADS FOR PEOPLE OF THE WEST

WASHINGTON, April 30.—Secretary Ballinger today designated 157,176,800 acres of land in states to which the 320-acre homestead law applies, as coming within provisions of the law. The states affected are Oregon, Washington, Utah, Wyoming, Nevada, Arizona, Colorado, Montana, included in the land designated, are 7,160,000 acres in Oregon, 3,576,960 in Washington. Diagrams showing lands subject to entry are being sent to the local land offices. It is believed that forty per cent of the area designated, except in Nevada, is held by individuals. If all the land was suitable there would be 492,000 homesteads.

ROCKEFELLER CARRIES BABE UP MOUNTAIN

HOT SPRINGS, Va., April 30.—John D. Rockefeller, the richest man in the world, on the verge of three score and ten years, is resting today after carrying his granddaughter, Mathilda McCormick, two miles up the ruggedest part of the Warron mountain trail yesterday. The child became tired.

TORNADO RUINS FRUIT IN OKLAHOMA DISTRICT

TUPELO, Okla., April 30.—The fruit crop has been severely damaged as the result of a tornado hitting this vicinity last night. A number of buildings were wrecked and telephone and telegraph wires down.

Prepaid Railroad Orders.

Something which is of considerable interest to the public generally and which is perhaps not generally known is the system of prepaid orders now in effect between stations of the Southern Pacific company and all points in the United States. By means of this system tickets may be purchased at Medford from any place in the United States and mailed or telegraphed direct to the party wishing to come here. Sleeper accommodations and small amounts of cash in connection with these tickets may also be forwarded at the same time.

A Good Friend in Time of Need.

No one can have a better friend when troubled with colic or diarrhea than Chamberlain's Colic, Cholera and Diarrhoea Remedy. It always cures. For sale by Leon H. Haskins' Pharmacy.

ASHLAND ORDERS BITULITHIC PAVING

Main Street From Helman to Third and Fourth From A to East Main to Be Paved.

Ashland city council has decided to pave Main street from Helman to Third street and Fourth street from A street south to East Main street—the territory including the Plaza—with bitulithic pavement, cost of same, except intersections, to be defrayed by individual property owners.

The matter of loaning the street roller to Medford was brought up, a request having been made for the same, which was granted. Medford to pay \$5 per day while the same is in actual use. It is to be used in connection with paving work here and in addition to the charge for its use, Medford is to bear all expense of transportation and return it in good condition when needed here, though it is not thought it will be needed here before July 1. In loaning this machine at \$5 per day, the council did not see fit to insist on payment for days when the roller could not be used on account of rainy weather. The motion to loan it was unanimously carried and a pledge is given that it will be returned in good condition.

A Fair "Notis."

A correspondent sends us the following notice found posted by a farmer on a tree near Monmouth, Illinois:

"Notis—Trespassers will B prosecuted to the full extent of 2 mean mingled dogs which nint never been overly soshibil to strangers and I dubbel hard shoto gun which am loaded with soft pillors; dam if I ain't gettin tired of this hel-raisin on my farm."—Case and Comment.

T. K. Bostwick and Elmer Johnson have left on a prospecting tour in the mountains.



Spielers Perfume

35c THE OUNCE Toilet Water, 25c kind 15c Toilet Water, 50c kind 25c Toilet Water, \$1.00 kind 50c for a short time only.

Medford Pharmacy

Near Postoffice.

Medford Time Table

Table with columns for Southern Pacific Railway and Rogue River Valley Railway, listing train numbers, destinations, and times.

FOR SALE

80 acres of best farming land in Rogue River valley, all free soil and under irrigation ditch, with deed right to water. Two miles from railroad station, quarter mile from schoolhouse, on rural delivery route. Land now in a falla and grain. Will make an ideal orchard. Price and terms reasonable. For information call at

Tribune Office

SALEM BEER

SALEM is the most popular beer in Northern California and Southern Oregon. It is acknowledged to be the equal of the very best eastern product. All beers are good, but some beers are liked better than others. The proof for this assertion lies in drinking Salem beer. If you wish to be convinced, ask for Salem beer and drink it.

SALEM BREWERY ASSOCIATION Medford Depot: Medford Ice & Storage Co.

Summer Rates East DURING THE SEASON OF 1909

via the Southern Pacific Co. from MEDFORD

To OMAHA and return \$89.90 To KANSAS CITY and return \$69.90 To ST. LOUIS and return \$77.10 To CHICAGO and return \$82.40

and to other principal cities in the East, Middle West and South. Correspondingly low fares.

On Sale June 2, 3; July 2, 3; August 11, 12. To DENVER and return \$64.90

On Sale May 17, July 1, August 11. Going transit limit 10 days from date of sale, final return limit October 31st.

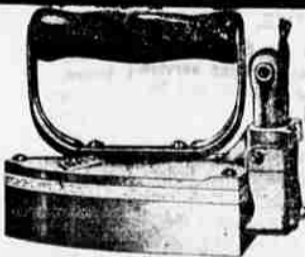
These tickets present some very attractive features in the way of stopover privileges, and choice of routes; thereby enabling passengers to make side trips to many interesting points en route.

Routing on the return trip through California may be had at a slight advance over the rates quoted.

Full particulars, sleeping car reservations and tickets will be furnished by any Southern Pacific local agent, or

WM. McMURRY

General Passenger Agent, Portland, Oregon.



New 1909 Model

Electric Irons Now \$5.00

Why not iron in comfort this summer? The Electric Iron heats in three minutes—no waiting, no changing irons.

We will send you an Iron FREE on ten days' trial Write, telephone or call at our office, 206 West Seventh street, opposite the Big Electric Sign.

ROGUE RIVER ELECTRIC CO. Successors to Condor Water & Power Co.