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IRRIGATION COMPANY AND LAND BOARD SIGN

Secretary Synder of the Central Oregon Irrigation Co. Water Users' Association, Furnishes The Spokesman With the Complete Contract That Has Been Signed by the Irrigation Co. and Desert Land Board

Supplemental agreement entered into by and between Central Oregon Irrigation Company, an Oregon corporation, hereinafter called the Company, and the Desert Land Board of Oregon, acting for and on behalf of the State of Oregon, hereinafter called the Board, witnesseth: Whereas, the Company has suc-

tracts and under the laws of the United States and of the State of Oregon:

Whereas, said contracts, rights, privileges and franchises have been partially completed and exercised by said Central Oregon Irrigation Company and its predecessors in interest, acting for and on behalf of the State of Oregon in irrigating segregation lists Nos. 6 and 19 under the contract of June 17, 1907, made by and between the Deschutes Irrigation and Power Company and the State Land Board of the state of Oregon, and procuring settlement on the same under the provisions of said contract and of the so called Carey Act and its amendments.

Whereas, the Company has been unable under existing conditions to make collections for maintenance, and upon contracts with settlers, or to raise money otherwise, in an amount sufficient to assure the completion of said contracts with the state; and

Whereas, it is necessary for the diversion dam of the North Canal to be immediately built, in order to protect the rights of the settlers now having contracts with the com-

pany, and to enable the Company to make collections of moneys already due from settlers and for the State to procure patents for certain lands included in said contract; and

Whereas, the Company has now made arrangements to procure an amount of money sufficient to build the North Canal diversion dam, and the canal leading therefrom to a junction with the present Pilot Butte Canal, upon the terms, conditions and provisions hereinafter stated.

Now therefore, in consideration of the premises, and of the mutual agreements and conditions hereinafter stated, it is agreed by and between the parties hereto, as follows:

1. The Company to raise or secure by bona fide subscription on or before March 1, 1912, the sum of \$150,000.00 for the purpose of constructing a diversion dam and conduits, with the ultimate capacity of not less than 868 second feet of water, from the Deschutes river to a point crossing the Pilot Butte Canal on the line of the proposed North Canal and the extension of the said North Canal; said water to

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Men's Sox.....	08c
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27 in Embroidery Flouncing, just the thing for Summer Dresses, Regular \$1.00 and \$1.25, Every third yd.....	09c
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All Wool Serge, Red, Blue and Black, Every third yd.....	09c

GROCERIES

Head Rice.....	09c
Corn Flakes.....	08c
Cove Oysters.....	09c
Crackers, pkg.....	09c
Mt. Vernon Milk.....	08c
Tomatoes.....	09c
Jelley Glasses, 6 for.....	09c
Fruit Nappies, 6 for.....	09c

NOTIONS

Tooth Brushes.....	09c
Tooth Picks.....	2 pkgs for 08c
2 Boxes Hair Pins.....	08c
Williams Shaving Soap.....	08c
Crepe Paper, Roll.....	08c
Shield Bow Ties.....	09c
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be used in reclaiming lands under the contract of June 17, 1907, made between the State and the Deschutes Irrigation & Power Company. The said money to be furnished in installments of not less than 19 per cent per month. The first installment to be paid on or before March 1, 1912, provided the Board at that time has approved the plans and specifications of the North Canal dam and canal to the junction with the Pilot Butte Canal, which shall be submitted by the Company to the Board on or before February 20, 1912; succeeding monthly installments to be paid on or before the first day of each month thereafter, until the full sum of \$150,000.00 shall have been paid. Said subscriptions and payments shall be made to a trustee to be agreed upon by the parties hereto. The services of said trustee shall be paid for by the Company.

The Company to complete or cause to be completed, a diversion dam and canal sufficient for the ultimate delivery of said amount of water to the intersection with the Pilot Butte Canal during the year 1912.

2. As soon as said trustee shall notify the Board that the said subscription has been made and the first installment of \$15,000.00 paid thereon, the Board shall turn over to the said trustee the cash now in the Guarantee Fund, being the fund accumulated under Article 15 of said contract of June 17, 1907, and the settlers' notes in its possession.

3. No money shall be paid out by the trustee until the plans and specifications for the diversion dam and North Canal to its intersection with the Pilot Butte Canal have been filed with and approved by the Board. The Board shall notify the said Trustee as soon as said plans have been filed and approved.

The Board shall, through a duly authorized representative, make a monthly inspection and measurement of the work done or caused to be done by the Company and report its findings to the Trustee on or before the first day of each month. The sum of \$50.00 per month shall be allowed the Board by the Company to cover the cost of said monthly inspection.

4. The funds held by said Trustee arising from subscriptions, deposits by the Company, or by the Board, or payments on account of settlers' notes in favor of the Company, or otherwise, shall be used for the construction of the said diversion dam and the North Canal, and for the further purpose of reclaiming the lands in accordance with the contract of June 17, 1907, and this supplemental agreement, and for the maintenance of the irrigation system as hereinafter provided. Payments for such work shall be made by the said Trustee monthly upon the presentation of proper vouchers duly certified to by the General Manager and the Chief

Engineer of the Company. Provided, however, that the Trustee shall not pay out on such vouchers for the construction of said dam and said section of the North Canal, a sum of money which shall bear a greater proportion to the sum of \$150,000.00 than the amount of work then done, as shown by the inspection report of the Board, shall bear to the entire work, as shown by said plans and specifications.

5. The Trustee is authorized and directed to pay, for lateral or maintenance work done under the Pilot Butte and Central Oregon Canal systems, a sum not exceeding \$5,000.00 in any month upon vouchers certified by the General Manager and Chief Engineer of the Company; provided, that the aggregate amount of such monthly payments shall not exceed \$25,000 and the total amount of such payments shall be charged by the Trustee against the notes and proceeds thereof deposited as security for such lateral work.

6. It is hereby agreed that the Company may continue the sale of lands in approved lists Nos. 6, 13 and 16, and, upon each sale of land in said lists, notes equal to 75 per cent of the lien price, or its equivalent in cash, shall be deposited with the Trustee, and the notes and funds arising therefrom shall be delivered and paid to the Company by said Trustee when the lateral work necessary to connect the lands, for which the notes are given, with the main canals of the irrigation system has been done in accordance with the requirements of contract of June 17, 1907, except those given for lands in said List No. 6, which notes and the proceeds thereof shall be retained until the Central Oregon Canal is enlarged or the North Canal extended to a junction therewith, and the lands reclaimed in accordance with the contract of June 17, 1907.

After the completion of the North Canal system, to its junction with the Pilot Butte Canal, the Trustee shall, upon certified vouchers of the General Manager and Chief Engineer, pay such sums as have been expended by the Company upon the extension of the North Canal system, out of the proceeds of the notes deposited with the Trustee, except those arising from the sale of lands in said List No. 6.

7. The Company shall, prior to the 1912 irrigation season, place the main Pilot Butte flume in a safe and serviceable condition; and shall reconstruct said flume whenever such work shall appear necessary to the Company and the Board; and in the event of the failure of the Board and the Company to agree as to the necessity and time for such reconstruction, then the Company shall choose one arbitrator, the Board one, and these two, if they cannot agree, shall

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