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CHANGES IN PROCEDURE

A New Contract for the D. I. & P.

LAND \$25 AN ACRE

All the Land to be Brought Under Water as Soon as Possible.

The uncertainty regarding title to water rights which prevails in the state was illustrated during a meeting of the State Land Board, when the board and representatives of the Deschutes Irrigation & Power Company had under consideration the form of new contract for the reclamation of the balance of that company's segregation in Crook county and the question of requiring the company to furnish a good and sufficient bond as a guarantee of good faith that the system of water distribution, supply etc., would be turned over to the settlers at the expiration of the 10-year period, was up for discussion. It finally terminated in the conclusion that the company should not be held pecuniarily responsible "for the acts of God Almighty and the Oregon Legislature," and another means of security was defined on.

The representatives of the D. I. & P. Company, General Manager F. S. Stanley, Engineer C. M. Redfield and Attorney Jesse Stearns and particularly the latter, entered

a strong protest against having to furnish a bond of good faith that the system of ditches, flumes, etc., would be in first class condition when the time arrived to turn the irrigation system over to the water users, upon the contention that the company could not foresee what the conditions might be at that time and could not be expected to make guarantee in that respect, but would be perfectly willing to provide a substantial retiring bond, to be regarded in the light of a forfeit for noncompliance with the state's contract.

Governor Chamberlain and Treasurer Steel agreed as the Governor expressed it, that "he would not require any man to put up a guarantee bond as to the condition of water right or supply in the state at the end of ten years, if the acts of the past Legislature are to be taken as an example"; instead, the company agrees to deposit \$1 with the State Land Board for every acre of the segregation sold, which is to be regarded as a retiring fund, to be forfeited in the event of failure to live up to the conditions of the contract. An entirely new contract was finally agreed upon in every detail, after over three hours' deliberation, and after it has been put in proper form and all amendments incorporated, will be signed up by the board and the company representatives.

CHANGES IN D. I. & P. PROCEDURE.

This means that the D. I. & P. Co., under the provisions of a new contract with the state, by which the lien price upon the remaining unsold land in the segregation is increased from \$12 to an average of \$25 per acre, and date of completion of project reduced from ten to four years, will proceed to reclaim the unsold portion of the Pilot Butte segregation, and the segregation acquired from the old

Oregon Irrigation Company; will provide an adequate supply of water to produce agricultural crops; will place no land upon the market until water is available for it, and will rush the work. The company representatives gave every assurance that every means would be resorted to bring the land under irrigation as soon as possible.

Of the original Pilot Butte segregation of 84,000 acres, 40 per cent has been sold. The Oregon Irrigation Company segregation comprises 56,007 acres, none of which has been reclaimed as yet. The limit of water supply in the Deschutes River; which will be used to reclaim the land, according to the report of State Engineer Lewis, is 1500 cubic feet per second, and the water necessary for the combined projects is about 1200 cubic feet per second and under the new contract there is to be no sale of water rights to lands outside the segregation except upon the cancellation of an equal area within the project. The Oregon Irrigation Company's project has been approved by the Government but not contracted with the state, and the D. I. & P. Co., its successor, must either contract and reclaim, which it is going to do, or give up and let somebody do it.

CONTRACTS FOR THE SETTLERS.

Under the new contract the settler is practically required to enter into two contracts in one; one with the company for the water the other with the state for the land, and it will be necessary for the settler to do a certain amount of cultivation and improvement upon his land within a reasonable time in order to hold it. Under this new system one cannot purchase the land for speculative purposes and allow it to lie idle and practically waste for an indefinite period, but the purchaser will be

charged for water maintenance at the rate of 80 cents per acre per annum, and this charge applies as a lien upon the land until paid. Slight objections were raised against reducing the annual maintenance fee from \$1 to 80 cents per acre, but the recommendation of State Engineer Lewis prevailed upon this point, and the lower maximum fee prevailed.

The lengthiest discuss on occurred over the question of the lien price per acre, which has been fixed in the temporary form of contract by the State Engineer at an average of \$22 per acre, and which was arranged upon a graduated basis of \$35 per acre for irrigable land and \$2.50 per acre for nonirrigable or waste land. During this discussion it was contended by Attorney Stearns and Engineer Redfield for the company, that there is a shrinkage of 5 per cent in the acreage when the lines are drawn and the land occupied by the ditches, flumes, etc., and that all the clear land located above the point of water supply, which cannot be reached for irrigation, is a clear loss to the company. In order to equalize matters to insure the company against failure by loss and at the same time bring the price of the land within reach of the settler, it was finally agreed to increase the average price to \$25 per acre upon the basis of \$40 per acre for the irrigable land and \$2.50 for the waste land.

PROVISION FOR TIME EXTENSION.

As originally drawn, the contract provided that work on the project should be commenced within three months after the signing of the contract, and completed not later than four years but the company representatives protested against a fixed time for the completion of the project, with a penalty of forfeiture of contract at-

tached, and asked for the 10-year limit, as provided in the Carey act but it was finally amended by inserting after the words "four years" the clause "but the State Land Board may extend the time of expiration upon what may seem to them good and sufficient reasons." It also developed during the meeting that the company has expended \$872,000 on the project and that for every acre of land sold a deposit of \$3 is made with the trust company issuing its bonds, to compose a sinking fund or retiring bond, which now aggregates approximately \$120,000.—Telegram.

The Postmaster's Salary Raised.

Prineville is keeping step with the other progressive cities of the state. This fact is brought out in the increase in salary of the postmaster at this place. The office has been paying \$1500 but after July 1st the salary will be raised to \$1600. The growth of business at this place has been steady and permanent. Our post office receipts showing a good healthy increase right along. Twenty-eight towns in the state show good growth and three show a decrease.

Water at Redmond.

Moore Bros. who are drilling a deep well for the D. I. & P. Co. at Redmond, have struck a good flow of water at a depth of 450 feet. There is 60 feet of water which is said to be of fine quality and free from alkali.

For Bargains in Groceries, Furnishings, Clothing and Shoes see J. E. Stewart & Co.

J. E. Stewart & Co., can save you at least 50 per cent on your shoe purchases.

IRRIGATION IN CROOK CO

Wonders Accomplished in a Few Years.

PRICES GOING UP

No Better Opportunity Offered Anywhere to Get a Home.

Editor Crook County Journal:—Replying to your request for some information in regard to the development of the semi-arid lands now being reclaimed by irrigation in this county, I desire to say to those of your readers who are non-resident or unacquainted with the location or extent of Crook county's semi-arid lands that are being developed by diverting the waters of her rivers — fed by the melting snows and eternal springs of the Cascades and Blue Mountains—to supply the naturally rich soil with the necessary moisture, resulting in a beau ideal farming country.

It is a district distinctive in many ways, not only as being located in the center of the Inland Empire and as a part of the irrigated domain of the arid region, but as a part of the still greater arid west, a desert waste without water, which will some day provide homes for millions of people, and that day we have reason to believe is not far distant.

Canals covering about 250,000 acres of the 550,000 acres of land in

Crook County capable of being farmed by irrigation methods are now either completed or under way. Nowhere else has farming by irrigation been carried on more successfully. No other irrigated district can match this for soil, climate, abundance of water supply, nor any district surpass it for variety and excellence of products.

Of the three fertile valleys—the Ochoco, Crooked and Deschutes—within the borders of Crook County capable of being developed by irrigation, the Deschutes Irrigation & Power Company have the largest project, embracing 214,000 acres of land that is being reclaimed under "The Carey Arid Land Act." This project has over 80,000 acres under the ditch and has during the past two years disposed of more than 40,000 acres to settlers in tracts of from 40 acres—the minimum amount—to 160 acres the maximum sold to any purchaser. Forty thousand acres with water on the land are still unsold at the cost of irrigation from \$10.00 to \$17.50 per acre, for land with perpetual water right. I believe it is safe to say that if these lands were close to railroad transportation they would have been sold faster than men and money could have brought water to irrigate them. Undoubtedly many people who have heard of these lands have been deterred from investigating by the supposition that land 75 and 100 miles from a railroad could not raise a crop that would pay them. Let us see what the facts are.

First—Crook County is one of the largest livestock counties in the United States and the business will be a growing one with the irrigated lands to supply winter feed and with the extensive government forest reserve for summer range. Hay will always command

Continued on page 2.

BEGINNING JUNE 12th

THE C. W. ELKINS STORE

ENDING JUNE 29

JUNE WHITE SALE

Beginning Wednesday, June 12th and ending Saturday June 29th

In pursuance to our up-to-date policy you now have the opportunity to select from the season's best offerings at a great saving. Do not fail to make out your list and take advantage of this unparalleled sale of White Goods and Summer Novelties. This is not a "clean-up" of old goods but you will find on inspection that ours is the "up-to-the-moment" store, and that every piece of goods, every garment shown is not only fresh from the factory but that the price is a wonderful revelation of saving to you. We have space for but a few of our prices here. A visit to our store alone will reveal the extent to which prices are reduced for this sale.



Closing out Prices of Ladies Ready-made House Dresses, Kimonas and Worsted Skirts

200 yds Choice White Goods

In Stripes and Checks. Regular price 15c and 16½c. **Sale Price 10c**

230 yds Nainsook Dimities, etc.

Especially for children's white dresses. Regular 15c to 20c goods. **Now 12 1-2c**

392 yds Fancy White Goods

Very choice, regular 20c to 22½c. **On Sale at 15c**

225 yds White Waisting

In beautiful designs, splendid values at 25c to close at 17 1-2c

390 yds Lawns

Suitable for evening wear, in pink, blue, and red, 20c values. **Sale price 15c**

Clothing Department

Every Boys, Youths, and Men's Suits reduced in price during this sale

400 Summer Hats

For Boys and Men. Summer Samples. 10c each



LET NOTHING KEEP YOU AWAY

Footwear

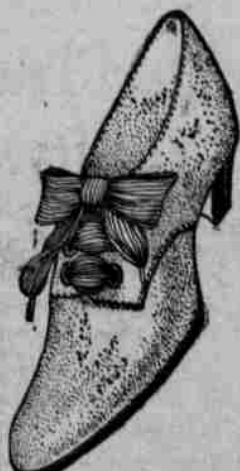
Ladies white canvas Blucher Oxford, regular \$1.50 grade, on sale **\$1.20 pr pair**

Ladies white sea island cot Blucher Oxford, Cuban heel, kid lining, splendid \$2.50 val. **Now \$2.15**

Childs fine white canvas oxfords, sizes 5 to 8, reg. 1.25 value. **now 90c.**

Misses sizes in above, 12 to 2, reg \$1.45 grade. **Sale Price \$1.15**

Men's white canvas blucher, regular foot comfort for hot days regular \$2.50 value. **Now \$1.90**



Ladies Summer Vests

reg 12½ grade. **now 3 for 25c**

Ladies White Hose

20c values. **Sale Price 12½c**
30c values. **Sale Price 25c**

Ladies Silk Gloves

16 button length, \$2.00 grade. **Reduced to \$1.55**

Millinery Department

Is brimful of wonderful values and prices are all reduced during this sale. Do not neglect buying your hat during this sale.

Don't forget to see our Bargain Counter



White Dress Skirts All Sizes.

\$1 75 Grade reduced to \$1 35
2 00 " " 1 55
3 50 " " 2 85

10 doz Sheets
72x90, 85c value. **Sale price 75c**

10 doz Pillow Slips
42x36 regular 35c values. **Now 17 1-2c**
Our regular \$1.50 Marseilles Bed Spreads, long and wide. **Sale price \$1.15**

See our prices for June Sale. Special Prices on Shirt Waists Muslin Underwear.

See our prices for Children & Women's Ready-to-wear Dresses, Hosiery, etc.