

# Crook County Journal

COUNTY OFFICIAL PAPER, \$1.50 YEAR

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## County Court—July Term.

**Three New Steel Bridges Ordered—One for Wigle, One for Trail Crossing and One for Prineville—Other Important Business Transacted—Court Adjourned Until July 15th.**

County court met Wednesday July 3, 1912. Present—H. C. Ellis, judge, presiding; Commissioners James Rice, R. H. Bailey; Sheriff Balfour and county clerk Brown.

**Wrongful assessments:** It appearing to the court by certain affidavits that the following persons had been wrongfully assessed for the year 1911, for the sums as stated hereafter, and that the sheriff, under the provisions of the statute, has remitted the same from the total amount of their taxes it is ordered that the county clerk credit the sheriff on the 1911 tax roll with said sums as follows: W. C. Moore, \$12.72; Mrs. Almira Forsberg, \$9.00; Wm. O. Belknap, \$9.50; Henkle & Ford, \$38.07; L. W. Zumwalt \$21; O. H. Belknap \$10; A. M. Lara & Co. \$21.25.

**Rebate on taxes—**It appearing to the court from the sworn statement of L. L. Porter, corroborated by the records of Crook county, that said Porter has paid taxes for the year 1911 to the amount of \$8.12 upon \$325 worth of personal property which he never owned, it is therefore ordered that the county clerk draw a warrant for said sum, the same being the amount overpaid.

**Cancelling warrant.** It appearing to this court that one Al Cabbitt, heretofore fled his claim for \$52.50 against Crook county, which said claim was duly allowed March 8, 1912 and warrant No. 393 drawn therefor, and it further appearing that Road Supervisor Nance included said claim in his supervisor's report, which was accepted and allowed at the March term of court, it is therefore ordered that the county clerk mark said warrant No. 393 "cancelled by order of the court," and that a similar notation be made on the stub of the last mentioned warrant.

Now is presented to the court the petition of the Hampton Valley Improvement Association for franchise on county roads, etc., for telephone purposes. It is ordered that said association have the right and privilege to erect or lay, maintain and use in the unincorporated towns of Hampton Buttes and Imperial and on county roads and thoroughfares described: Beginning at a point on the county road known as Ford road, intersecting the south line of sec. 35, tp 22 south, range 21 east, following said road to Bend, Oregon, and any other highways connecting with said road in Crook county, and in upon, over or under all the streets, alleys, avenues and thoroughfares thereof, any and all poles, wires and other appliances for telephone purposes, as provided in sec 6245 L. O. L. provided, however, that this franchise shall not be construed as exclusive or interfering in any manner with any prior vested rights acquired by any person or persons for the use of any streets, alleys or thoroughfares for telephone purposes. Such wires may be strung on poles or other fixtures above ground or laid under ground in pipes, conduits or otherwise safely protected, and said wires to be suspended according to state or county laws and regulations for telephone purposes; provided, further, that the Hampton Valley Improvement Association shall erect and maintain said apparatus so as to prevent as far as possible any accident or damage to travelers and all others using said thoroughfares. The rights, privileges and franchises granted shall continue to be in force and effect for a period of 25 years. Said line or lines where they cross the county roads shall be at least 20 feet in the clear above said road. The construction and operation of said system to be subject to and under the direction of the local road supervisor and the county court. Provided also that said association shall protect and save harmless Crook county from all actions and damages arising from the granting of this franchise.

Now is presented to the court the petition of the Deschutes Mutual Telephone Company for permission to use certain county roads for telephone purposes. It is ordered that the said Deschutes Mutual Telephone Co. have the right and privilege to

erect and lay, maintain and use any and all poles, wires, conduits and other appliances for telephone purposes as provided in Sec. 6245 L. O. L. in, upon, over and under those certain county roads described as follows: commencing at the town of Redmond, east along the F. T. Redmond road 18 miles; branching from said F. T. Redmond road about 8 miles east of the town of Redmond, south on the H. P. Wilson road two and half miles, thence on the C. H. Foster road 1 1/2 miles east; thence south one mile on the D. A. Yates road; also north from the C. H. Foster road one mile on the J. F. Rice road; also from the junction of the H. P. Wilson road and the C. H. Foster road, west about a mile; thence south 3/4 miles on the C. H. Foster road; also west from the C. H. Foster road on the G. W. Horner road half a mile, and east from the C. H. Foster road on the Allen Wilcox road one mile and north from the Allen Wilcox road on an unrecorded road to the J. A. Riggs residence one mile; also south of Redmond on the Bend-Redmond road about Secs. 19 and 30 in tp 15, range 13, one mile, and from said Bend-Redmond road near the north side of section 19, 2 miles on an unrecorded road in a westerly direction to the Kirk Whitford road; also from said Bend-Redmond road west near the south side of Sec. 30-15-13 on an unrecorded road 1 1/2 miles to the Kirk Whitford road; also west from Redmond commencing on the line between sections 9 and 16, tp 15, range 13, thence west to the Deschutes river and thence south about 2 miles on unrecorded roads; also south from the Redmond-Deschutes river road on the Kirk Whitford road 2 1/2 miles; also north from Redmond on the Earle Benton road 1 1/2 miles and on the D. C. Hall road 4 miles; also from the D. C. Hall road in an easterly direction on the W. V. & C. M. Wagon road one mile, and in a northeasterly direction from the Earl Benton road 1 1/2 miles on the H. M. Smith road. Said poles are to be firmly planted so as not to interfere with the use of said county roads; and also the poles and appliances must be so erected and maintained as not to interfere with any electric or telephone wires now or hereafter erected upon said county roads; and further that all places where said line or lines cross the county road they shall be at least 20 feet in the clear above said road; also provided said line or lines are constructed, maintained and operated as not in any way or manner to interfere with the rights of the public upon said roads. The construction and operation of said system to be subject to and under the direction of the local road supervisor and the county court. Provided, further, that said Deschutes Mutual Telephone Co. shall protect and save harmless Crook county from all

actions or damages arising from the granting of this franchise.

Ditch riders ex-officio health officers. And now is presented to the court by the Central Oregon Irrigation Co., in accordance with the order heretofore entered, the names of 16 ditch riders for said company, and the county clerk is hereby requested to forthwith forward said communication to Dr. C. S. White, state health officer, for such action or suggestions in the premises as he may see fit.

And now is presented to the court the oath of office and bonds of the following road supervisors: W. J. Schmidt, district No. 16, \$500; Paul Heid, district 18, \$500; Otho Baker, district 34, \$500, which said bonds are hereby approved and ordered filed.

Supply warehouses at Madras and Bend. Whereas it has been found necessary and economical for the county to construct for its own use, upon railway property, a warehouse for the storage of tools and other county supplies, and whereas, the Oregon Trunk Railway has offered to lease to Crook county certain property adjacent to its sidetracks for an annual rental of \$5 in advance. It is therefore ordered that this court execute a lease in duplicate for a lot in Madras and one in Bend, according to blue print maps attached to lease, and when returned duly executed by said Oregon Trunk Railway Company, be filed with the county clerk for record.

Steel bridges over the Deschutes and Crooked Rivers near Culver. And now is presented to the court a complete detailed statement, duly verified, by G. E. Woodward, superintendent, giving the name of the stream across which each of said bridges is built, its entire length, width, amount and cost of each kind of material, entire cost of each of said bridges with a brief general description of the structure and character of each of said bridges, which said statement is on file in the clerk's office of Crook county and is open to public inspection, and each member of the county court has heretofore made a personal and careful inspection of each of said bridges and finds that the same are constructed and erected strictly according to the contract, plans and specifications heretofore approved by this court, and after a full consideration of said matter the court hereby approved the report of said superintendent and accepted both of said bridges on behalf of Crook county, provided, however, that nothing in said report or the order of this court shall be so construed as to in any manner release or discharge the material, man or contractor of or from any of the conditions or liabilities contained in or covered by the surety bond heretofore given Crook county in the matter of either of said bridges or the erection thereof.

Report on county bridges: And now is presented to the court the report of G. E. Woodward upon certain bridges within this county, the dangerous condition of which has been called to the attention of this court, to-wit: Post bridge, Wigle bridge, also known as Mayfield bridge over Crooked river, and Trail Crossing bridge, and from which report it appears that said Post bridge is in a safe condition; that the Wigle bridge "is in very bad shape," some of the timbers being eaten by dry rot, that it would cost about \$500 to repair this bridge

which would extend its time of service for a period of not over two years. That the Trail Crossing bridge has a sag of about eight inches in the center, and that its weakest point is in the floor joist; that the estimated cost of repairs upon this bridge is \$500, which would extend its time of service for a period of not over two years. Said report further shows that the condition of said last two mentioned bridges scarcely warrants the expense of their repair and from the point of economy, recommends the replacing of these bridges with more permanent structures. And each member of the court having personally and carefully examined each of said bridges about once every three or four months during the past three years, usually accompanied by an experienced bridgeman, finds that said above mentioned report is true in substance, and therefore approves the same and orders it filed with the clerk of Crook county for public inspection.

Petition for county road by C. D. Preston et al. Now is presented to the court the petition of C. D. Preston et al. for a county road, and the same is continued because of defective notice.

Silas White et al. petition for county road. Now is presented to the court the petition of Silas White et al. for a county road and the same is continued because of defective notice of posting.

V. Schreder et al. petition for county road. Now is presented to the court the petition of V. Schreder et al. for a county road and the same is continued until the next meeting of this court because of defective affidavit.

Report of clerk on scalp bounty. Now is presented to the court the report of the county clerk showing the payment of bounty on 236 coyote scalps and on 22 bobcats' front feet, amounting in all to \$398; said scalps and front feet were then reduced to ashes in accordance with the code.

Petition of Elmer W. Pershall et al for county road. Now is presented the petition of Elmer W. Pershall et al. for a county road, accompanied by a bond of \$200 with Elmer W. Pershall and G. F. Persons as sureties and it also appearing to the court by affidavit that at least 12 signers of said petition are freeholders residing in the road districts in which said proposed road is situated, and it also appearing from the opinion of the district attorney that all papers, etc., relative to said road are regular and in accordance with the statute, it is ordered that the board of road viewers meet at the beginning of said proposed road on the 30th day of August, 1912, view, review and survey said proposed road and report thereon at the next term of this court.

Petition for county road by W. F. Mason et al. Now is presented to the court the petition of W. F. Mason et al. for county road, accompanied by a bond of \$100 with A. A. McCord and Henry H. Clow as sureties, and it appearing by the opinion of the district attorney that all the requirements of the law have been complied with, it is ordered that the board of road viewers meet at the beginning of said proposed road on the 26th day of August, 1912, view, review and survey said proposed road and report thereon at the next term of this court.

New bridge at Trail Crossing. Now

is presented the matter of the construction of a new and substantial bridge across Crooked river at the place commonly known as Trail Crossing, and it appearing to the court that the present structure has been in use many years; that the timbers therein are defective and rendered unsafe by dry rot; that, as appears by the written report of G. E. Woodward, a bridge expert, said bridge is unsafe and that it would not be economical to attempt the repair thereof, and it further appearing to the court that the necessity for immediate action upon said bridge is an emergency matter, and it further appearing to the court that it is for the best interests of the public that said bridge be constructed in a first-class manner in order that such improvement be of a permanent nature, and the court having made full and due inquiry into the matter of prices and styles of bridge, abutments, etc., it is therefore deemed advisable by the court to forthwith enter into a contract under the provisions of Sec. 6368, L. O. L. to that extent, i. e., that said court forthwith contract for the necessary material for the construction of said bridge and cause said bridge to be forthwith constructed; and that this court employ a suitable and competent superintendent who shall inspect all material as to its fitness; all in compliance with said Sec. 6368, L. O. L., and to this end it is ordered by the court that a contract be entered into by the county court of Crook county, Oregon, and the Coast Bridge Company, an Oregon corporation, for such bridge, which contract, among other things, shall call for all material fabricated ready for erection for one low truss bridge, 100 feet long and 16 feet in width; also 14 I-beams 7 inches by 20 feet long, to be used as approaches to said span, also two sets of steel tubes 30 feet in length by three feet in diameter with all necessary rods and braces, for the sum of \$3,845 f. o. b. Terrebonne, Oregon, provided said Coast Bridge Co. shall forthwith furnish a surety bond in the penal sum of \$3,845, running to the county of Crook, guaranteeing the furnishing and delivery of all of said materials according to the contract hereinafter set out and the plans, specifications and strain sheet thereto attached and made a part thereof.

And it is further ordered that another and separate contract be entered into for the labor erecting said bridge, at actual cost to Crook county, as more fully appears by that certain contract this day entered into by the parties aforesaid, provided, that said Coast Bridge Co. shall furnish a penal bond guaranteeing that in no event will the cost of the erection of said new structure and the removal of the old structure, laying the same upon the bank, exceed the sum of \$1350, which contract for said materials, this day entered into. It is further ordered that the written specifications, consisting of six typewritten pages, for the materials used in said bridges and the details for the erection thereof, based upon the handbook of the Carnegie Steel Company, together with the blue print of said proposed bridges, the strain sheet and the surety bond executed by the National Surety Co. in favor of said Crook county, in the penal sum of \$3,845 guaranteeing the said above contract; and with a further surety bond executed by the

National Surety Co. in favor of said Crook county in the penal sum of \$1300, and other amounts guaranteeing the erection of said bridge as more particularly set forth in the contract, which said specifications, blue print, strain sheet and bonds are attached to and made a part of said contract and they are ordered filed with the county clerk of this county for public reference and inspection, and it is further ordered that G. E. Woodward, a civil and bridge engineer of said Crook county state of Oregon, be and he is hereby employed as superintendent of construction for said bridge; that said superintendent shall inspect all material, as to its fitness, and shall inspect all bills for material and labor and certify to their correctness before they shall be ordered paid by said court and upon the completion of said bridge shall prepare and file with the clerk of said court, a full and complete detailed statement duly verified, giving the name of the stream across which said bridge is built, the name of location of said bridge in such a manner that it may easily be found; its entire length, width, amount and cost of each kind of material and entire cost of said bridge, with a brief general description of the style and character of said bridge and of its immediate surroundings, as in such cases made and provided by statute of the state of Oregon.

New Wigle bridge. Now on this day comes the matter of the construction of a new and substantial bridge across Crooked river at the place commonly known as Wigle, and it appearing to the court that the present structure has been in use many years; that the timbers therein are defective and rendered unsafe by dry rot; that, as appears by the written report of G. E. Woodward, a bridge expert, said bridge is unsafe and that it would not be economy to attempt the repair thereof, and it further appearing to the court that the necessity for immediate action upon said bridge is an emergency matter, and it further appearing to the court that it is for the best interest of the public that said bridge be constructed in a first-class manner in order that such improvement be of a permanent nature; and the court having heretofore made full and due inquiry into the matter of prices and styles of bridges, abutments, etc., it is deemed advisable by the court to forthwith enter into a contract, under the provisions of sec 6368 L. O. L., to this extent, that said court forthwith contract for the necessary material for the construction of said bridge and cause said bridge to be forthwith constructed; and that this court employ a suitable and competent superintendent who shall inspect all material as to its fitness. All in compliance with said sec 6368, L. O. L., and to this end it is ordered by the court that a contract be entered into by the county court of Crook county and the Coast Bridge Co., an Oregon incorporation, for the bridge, which contract, among other things, shall call for all material fabricated ready for erection for one high truss bridge, 125 feet long and 16 feet in width; also two sets of steel tubes 25 feet in length by three feet in diameter, with all necessary rods and braces, for the sum of \$4415 f. o. b. Redmond, provided said Coast Bridge Co. shall forthwith furnish a surety bond in the penal sum of \$4415, running to the county of Crook, guaranteeing the furnishing and delivery of all of said materials according to contract and the plans, specifications and strain sheet thereto attached and made a part thereof. And it is further ordered that another and separate contract be entered into for the labor of erecting said bridge, at actual cost to Crook county, as more fully appears by that certain contract this day entered into by the parties aforesaid; provided that said Coast Bridge Co. shall furnish a penal bond guaranteeing that in no event will the cost of the erection of said new structure and the removal of the old structure, laying the same upon the bank, exceed the sum of \$1600. It is further ordered that the written specifications, consisting of six typewritten pages, for the materials used in said bridge and the details for the erection thereof based upon the handbook of the Carnegie Steel Co., together with blue print of said proposed bridge, the strain sheet and the surety bond executed by the National Surety Co. in favor of said Crook county in the penal sum of \$4415, guaranteeing the furnishing of all materials fabricated as provided in said contract and with a further surety bond executed by the National Surety Co. in favor of said Crook county in the penal sum of \$1600 and other amount, guaranteeing the erection of said bridge, as more particularly set forth in said con-



### News Snapshots Of the Week

followers fought hard for the presidential nomination. The names of Governor Burke of North Dakota and Governor Foss of Massachusetts were not placed before the convention, as was expected. The balloting for candidates broke all records of Democratic national conventions, two exciting all night sessions being held.

Ollie James of Kentucky was selected as permanent chairman of the Democratic national committee and took his place at the Baltimore convention, succeeding Alton B. Parker of New York, who was temporary chairman. William J. Bryan, who was defeated in the election for temporary chairman, attacked the "interests" in a long speech on the floor of the convention. Woodrow Wilson of New Jersey and Champ Clark of Missouri were cheered enthusiastically by the delegates and galleries, and their names were placed before the convention. The names of Governor Burke of North Dakota and Governor Foss of Massachusetts were not placed before the convention, as was expected. The balloting for candidates broke all records of Democratic national conventions, two exciting all night sessions being held.

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