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FRIDAY, NOVEMBER 21, 1919

**THE INTEREST BILL.**

Presumably the misguided individual who is initiating the so-called legal interest measure, to be voted on by the people at the coming general election, has an idea that if it becomes a law we shall be able to buy the use of money at the rates named. We are all of us looking for bargains all the time and if we could be sure that we were to get bargain rates for the use of money we might put the measure through with a flourish, but unfortunately this is not the case. To make a sale there must be a vendor as well as a purchaser and in the case of a sale of the use of money, as in that of anything else, the owner does not have to sell unless he is satisfied with the price he is getting. And the bankers and others who have the use of money for sale will not be satisfied with the price named in this initiative measure so long as they can make sales in other state at higher prices.

From one point of view that is all there is to the whole thing. Money is a commodity just as much as dry goods, or boots and shoes. When you borrow you buy the use and the interest is the price paid for the use the same as rent is the price paid in other states at higher prices.

Money is also a very fluid commodity and can be easily moved from place to place, making it possible to put its use on sale in neighboring states at little expense. That is what will be done with Oregon money if the people vote for this bill.

Since most of us are not bankers we may feel that the price of money does not interest us, that the bankers are ones to worry as to whether or not they are to be able to get a proper price for what they have to sell, and that if a maximum price is fixed at which the use of money may be sold we shall benefit to some extent. The trouble is, as pointed out above, it will not be sold in Oregon, and the state will be bone-dry in another sense.

The bankers will be inconvenienced by having to go into a mail order business instead of dealing with home folks, but the home-folks will not be merely inconvenienced. They will be put out of business. Suppose you want to borrow money to build a house, or buy a mowing machine, or start a business, or pay for a stock of goods. If you cannot buy the use of that money you will not be able to do any of these things. You are done. The combination of all these things and many more make business. If you and your neighbor and the merchant and the farmer are done, business is done and dead. And when business is dead things are in pretty bad shape.

If you were getting ready to vote for the interest measure as a means of getting back at the banker forget it. You will be doing yourself a greater injury than the banker.

**COMMUNICATION.**

To the Editor of the Bend Bulletin:  
As the time set for the election to decide the wishes of the electors of the District regarding the disposition of the option now held by the District on the equity of the Irrigation Company in the irrigation system, the directors of the District desire that the real conditions and facts concerning the affairs of the District and the terms of the agreement between the Co. and the District be known by every farmer so that they may vote intelligently at the coming election. The Directors have gone into the whole matter very carefully and thoughtfully and they have the best interest of the District at heart notwithstanding charges made to the contrary.

This is matter of great importance and is worthy of the most careful consideration for in the decision at the election on November 25th lies the future welfare of the District. Anyone at all familiar with con-



**The Husbandman.**

The farmer milks the lowing kine, and carries grape juice to the swine, the kind of dope they like; he starts to work ere break of day, and plugs along till dusk is gray, and hasn't time to strike. He stands in need of shorter hours, more time to sleep in cozy bowers, more time to rest and read; but he can hear the horses neigh for bundles of refreshing hay, the mules for fodder plead. The old gray mare is beastly sick, the colic makes her roll and kick, and stand upon her head; and so he nurses her all night, until she's feeling well and right, instead of being dead. He has to hunt a missing sow, or saw the antlers from a cow, so she won't hook again; he has to crawl beneath a crib and spoil his tucker and his bib, to find a setting hen. The farmer has more cause to strike than Jonathan and Pete and Mike, who in the cities live; but he has many chores in view, and walk-out stunts would never do—no profit would they give. But if the farmer struck, ah, me! Oh, where in blitzen would we be, and where would we get off? There'd be no bacon and no beans, no flour or meal or helpful greens, no skim milk in the trough. If e'er the farmers organize, and strike as strike the other guys, there'll be a frightful dearth; and we'll fold up our weary limbs, and heave a sigh and close our glims, and just fall off the earth.

has an equity in the irrigation system and its contracts with the state. It has rights which can not be obtained except by purchase—either by purchase outright or by condemnation proceedings which is substantially the same thing. The latter method is always very uncertain and is used only as a last resort after the parties interested have failed beyond hope of agreeing on any acceptable terms. But in this particular case between the Company and the District it is much more uncertain of desirable results on account of time being such an important factor. In fact by condemnation methods it is very certain to be more expensive than the method proposed by the District and is liable to lead to disaster in regard to water rights of the District. As the matter now stands the water rights of this District are not well defined. The duty of water is set arbitrarily. It should be based

on a scientific investigation and not "guessed" at as it is at present. The contract with the Company makes provision whereby the District has five years in which to conduct such an investigation and establish the duty of water properly.

Further, the contracts between the Company and the settlers are not uniform. Contract form No. 1 specifies that water shall be delivered to the land at the rate of one second foot to each 160 acres, while contract form No. 2 mentions the delivery of water only by a memorandum which is not a part of the contract at all. Contract form No. 3 is the most explicit but falls in that the duty of 1.5 Ac. ft. in the 90 days from May 20th is not known to be the correct duty. The contract with the Company provides for an adjustment of all these variations which will be difficult if not actually impossible in any other way. In addition to mak-

ing provision for establishing duty of water correctly, it provides further that if more than 1.5 acre ft. are required "the District shall have a perpetual first and prior right to and out of the direct regular flow of the Deschutes River as against all lands and water rights owned by the Company or its successors in interest to the amount and the time as set by the investigation conducted for the establishing of the duty of water." In view of the fact that the Company has already contracted (contract dated July 16, 1918) with the North Unit District for the transfer of its interest in this water and contemplates disposing of the remainder of two other projects in process of formation it would seem hardly necessary to discuss the propriety of ratifying or accepting the Company and the District be approved at the coming election. If there were no further benefits than the settlement and conclusive adjustment of the water rights, clarifying the title, and eliminating all chance for controversy and conflicting claims which are sure to follow should the contract not be ratified at the coming election, it would seem wise to do so for that benefit alone, for the importance of a clear title to the water for the lands of the District can not be overestimated and would be a calamity to the whole community if not established. Other features of the Contract are good—in fact essential to the best interests of the District but the matter of water rights is infinitely important.

Another asset in the Contract is 4600 acres of unsold reclaimed land. It may be either sold or retained to amplify any shortage of water arising from any cause. If sold it will add substantially to the revenue of the District.

There is also about 750 acres of unsold excess acreage, which may be sold for at least \$20.00 per acre. Some of this land may not be tillable nevertheless the District holds the water right for it.

A further advantage is the patenting of the unpatented sold land. A good many farmers have purchased and paid for their farms and have brought them up to a high state of cultivation but have no deed to them. This is caused by the unsettled condition of the water rights—the Department of the Interior refusing to issue patent to the State, the State therefore being unable to issue patent to the farmer. The contract makes provision for this so that the farmer may have a deed to his home.

A further and important provision of the Contract is that the Company will transfer the irrigation system over to the District free of all incumbrances.

Doubtless many are aware that there is a bonded indebtedness of about \$400,000.00 against the C. O. I. Co., held by those who financed the D. I. & P. Co., predecessor of the C. O. I. Co. This was expended on the irrigation system completing most of the heavy construction work of the two main canals. The first 26158 acres of land reclaimed by this expenditure was sold for an average price of about \$10.00 per acre, which price, it is claimed, was considerably below cost of reclamation. Should conditions become such that the holders of these bonds in order

(Continued on Page 3.)

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