

TWO PROPOSITIONS

To Supply Citizens of This City With Water

BOTH UNDER CONSIDERATION

Portland Capitalists Offer to put in Plant and Local Water Company asks for New Franchise.

A matter of vital importance to Corvallis, present and future, is now under consideration by the committee appointed by the city council at its meeting last Monday evening.

At the same meeting, the Corvallis Water Co., whose franchise expired in February, 1900, made petition for a new franchise, offering terms purporting to be much more liberal than heretofore granted by this company.

Both propositions were referred to a committee consisting of Councilmen Henkle, Allen and Heckart, City Attorney Yates and Engineer Skelton.

The matter is one in which every taxpayer and citizen is vitally interested. The welfare of the city and the health of its citizens is at stake.

Section 1—That Sidney Smyth, his associates and assigns, heretofore called the grantees, be and here by granted the privilege of laying pipes and mains underground and through the streets, alleys, and public property of the City of Corvallis, for the purpose of conveying into, through and throughout said city water for supplying the said city and the inhabitants thereof with the same, under the conditions and restrictions herein set forth.

Section 2—The said grantees shall never charge greater rates for water than are now charged for similar service by the City of Portland, and shall at all times supply water on equal terms and without discrimination to any applicant in said city who lays or provides a service pipe to any water main that is maintained by the said grantees in front of the premises of such applicant in any street or alley, upon such regulations as to the terms and conditions of making such connections and the use of water as may be established by said grantees alike for all inhabitants of said city.

Section 3—The said grantees shall begin work upon the construction of their water works within eighteen months after the date of approval of this ordinance, and shall complete the same sufficiently to begin supplying water to the inhabitants of said city within six months thereafter.

Section 4—Such a water works shall be of sufficient capacity to supply a good working pressure for fire extinguishing purposes to such, and to as many fire hydrants as the common council may designate and require, and the said fire hydrants shall be supplied and established by said grantees at their own expense; and in consideration thereof the City of Corvallis shall pay to the said grantees therefor the sum of five dollars per month for each fire hydrant supplied: provided that the payment by the said city for such fire hydrant service shall entitle the said city to the use of water at the city hall and all city offices used exclusively for city purposes, without waste, free of charge; and provided further, that water from fire hydrants shall not be used for other than fire extinguishing purposes without the consent of the grantees.

delay, and such street restored to as good condition as the same was in before such opening was made. Extensions to the system of mains and pipes may be made from time to time as the growth of the city may require.

Section 6—The City of Corvallis, having at this time great need of pure water under adequate pressure for fire and other purposes, and being unable at this time to construct and maintain its own water system, and as an inducement to the grantees to accept and act upon the provisions of this ordinance, does hereby limit the duration of the rights and privileges hereby granted to a period of fifty years from and after the said grantees begin supplying water through their said pipes and mains to the inhabitants of said city, and during said period the said grantees shall have and enjoy the sole and exclusive right and privilege of laying mains and pipes in, under, and through the streets or alleys of said city; provided, however, and notwithstanding anything in this ordinance to the contrary, the said City of Corvallis does reserve to itself, the right, at the end of fifteen years after the commencing of said period hereinbefore named, to purchase the said water works, including all mains, pipes, reservoirs, dams, head works, lands, rights of way, and other property, personal and real, then owned and used by said grantees in connection with its business of supplying water to said city and to the inhabitants thereof, the price to be ascertained and fixed by arbitrators, one of whom shall be chosen by the common council of the City of Corvallis by resolution, and one by the said grantees, their successors or assigns; and in the case the arbitrators so chosen are unable to agree upon the valuation of any part of said property, they shall select a third disinterested arbitrator, and the decision of any two of them as to the valuation of any such part thereof, shall fix the price and valuation thereof, and on such appraisal the said city shall be privileged to purchase, at the price of valuation to be fixed and established, the whole of said properties, but not less than the whole without the consent of the grantees; and the acceptance by the grantees of the rights and privileges granted by this ordinance shall obligate and bind the grantees, their successors and assigns, to sell and deliver said properties to said City of Corvallis at the price and valuation established in accordance with this section; provided further, that in estimating the value of such properties, the value of the rights, privileges, or franchise granted by this ordinance shall not be included or considered; and provided further, that if the said city does not exercise its right to purchase said properties at the end of said period of fifteen years it shall have the right, at the expiration of any period of five years thereafter, to exercise a similar right to purchase, the price and valuation to be fixed and established in the manner hereinbefore set forth; and provided further, that the right to purchase shall in no case be exercised by the said city unless it shall, at least two years before the time for purchase, have notified the said grantees of its intention to purchase under the terms and conditions hereof.

Section 7—The parties named in section one of this ordinance shall file their acceptance of its conditions within thirty days after the approval hereof; otherwise this ordinance shall be null and void.

GENTLEMEN: In anticipating the present and future needs of the City of Corvallis, and of its citizens, for water supply for fire protection, and domestic use, the Corvallis Water Company has been at considerable pains to ascertain the amount of extension and the cost of furnishing an abundant supply of pure water.

This company is now in a position to furnish water for all purposes more quickly and economically to the city and to private consumers than at any time in the past. The reason why we have not heretofore extended our pipe lines to reach localities not at present served by the company, is that our franchise has not as yet been extended, nor our contract with the city renewed. No one would hardly be justified in so large an additional investment without some guarantee by way of franchise that this former investments would not be jeopardized by failure to obtain some reasonable franchise to secure the investment.

In order to ascertain what reciprocal action this city would desire of this company, or a successor to it, in consideration of granting it a new franchise and contract for supplying the city with necessary water for fire protection and sewer cleansing, we will make the following proposition:

If the city will grant us a new franchise for thirty or forty years, we will contract to pay this company, or its successor, the sum of \$3 per hydrant per month, and \$3 per month for each cistern, and a reasonable rate for sewer cleansing; or, if preferred by the city, some reasonable price per month, or per year, for supplying all water desired by the city for fire and sewer purposes,

the city to place its hydrants wherever it pleases along the company's lines, and the price for such service to be agreed upon before franchise is granted and contract let, this company will extend its pipe lines to Wilkins and Jobs Additions, the college, and the head of all sewers in the city, and build up intermediate space, to supply the city and citizens with all necessary water, and furnish at all times necessary water for fire protection, and sewer cleansing within the city limits. And we believe that this company, or its successor, and the city will be able to agree readily upon a reasonable and proper rate for all water so furnished the city by the company, and have this rate made fixed and uniform before granting a franchise and entering into contract for water supply for city purposes.

This company, in estimating the new business, and considering the present consumption of water in the city by private consumers, is able to propose the following rate for private consumers, and will agree to furnish water at such rates, the same to be incorporated in the franchise, or otherwise secured, as may to the city seem desirable:

For family use, for dwelling and family, including hot water tank, per month.....\$.75
For one bath tub, (in residence) .25
For one water closet, per month (in a residence)..... .50
Not to include hotels, wash houses, etc.; for outside consumption:
For lawns and flowers, for one lot for season of four months, from June 1st to Oct. 1st.....\$3 00
For two lots, ditto..... 5 00
For three lots, ditto..... 6 00
Which is equivalent to 75 cts. per month for one lot, or 50 cts. per lot per month for three lots, which we understand is a lower rate than is given for such service in neighboring cities, or Portland.

The foregoing outside rates to apply to consumers who use the water for house uses also. And like reasonable schedule of rates for all purposes where private consumers use the company water.

This company feels the disadvantage it might seem to be under in proposing Willamette river water in competition with water from some mountain stream. It is quite as able to bring mountain water to the citizens of Corvallis as anyone else, and would undoubtedly be able to make a better rate for such water, owing to the fact that it now has installed a large, first-class system of piping to many portions of the city. But such water we do not believe can be brought to the city for any such rate as we propose to give. And it is doubtful if the mountain streams adjacent to Corvallis can supply the necessary water during the hot season, when water is most needed for fire protection and sewer cleansing, in view of the fact that such water is already appropriated and used by other private consumers, who have vested rights in the same.

We propose to construct a filter according to the most highly approved plan and filter all water entering the pipes of the company, thus securing water absolutely pure, add at as low a degree of temperature, in all seasons, as can possibly be furnished through pipe lines of eighteen or twenty miles in length.

We will enter into satisfactory bonds with the city to secure the performance of our contract obligations, and the proposed extensions, and filter construction, and we will begin this work of construction and extension within ninety days after the contract and franchise is granted, and carry it to completion as rapidly as the weather conditions will permit.

We will agree to sell the property of this company, or its successor, to the city at any time desired by the city, at such price as may be agreed upon before the franchise is granted.

We would respectfully ask the city council to refer this proposition to a proper committee in order that this company may have an opportunity to meet the requirements of the city in the way of supplying it with water for fire protection and sewer cleansing, and other purposes.

We would submit to the council that we have invested a large amount of our capital in the plant now inaugurated in this city, in good faith, representing the accumulation of many years, and if we do not have the opportunity of securing a reasonable and proper franchise for furnishing the city and its citizens with water, our investment will be placed in jeopardy, if not entirely confiscated.

SCHOOL SUITS! We have made special preparations for the Boys this Season, and are determined to give them the Best School Suits possible for a very moderate sum—say \$3.50. These suits are all wool, have double seats and knees; sewed with silk. We have other suits at \$1.50, \$2.00, \$2.50 and up to \$6.00. SCHOOL SHOES. We are agents for the celebrated Hamilton, Brown "Security School Shoes," Richardson's Seamless Shoes, and Baker & Brown's Good for Bad Boys Shoe, all warranted to give satisfactory service. "Black Giant" Hose for Boys and Girls. Nolan & Callahan LEADING CLOTHIERS.

Corvallis Opera House WM. GROVES, Man. ONE NIGHT ONLY Chas. Blayney's Big Spectacular Melo-Drama, entitled 'THE KING OF THE OPIUM RING' A Romantic Play, Full of Thrilling Situations. Beautiful Oriental Costumes. Special Scenery and Novel Mechanical Effects. A TALENTED COMPANY Of players who have made their reputation for cleverness in metropolitan cities. The Management desires to state that popular prices will prevail. Prices, 25c, 35c and 50c. Seats on sale at Gram & Wortham's.

FULL LINE Watches, Clocks and Jewelry... STERLING SILVER. OPTICAL SUPPLIES. All goods sold engraved free. Watch and jewelry repairing a specialty. E. W. S. Pratt, The Jeweler and Optician. CORVALLIS, OREGON.

THE Pioneer Bakery and Ice Cream Parlor Fresh bread daily. A complete stock of candies, fruits and nuts kept constantly on hand. Smokers supplies a specialty. H. W. HALL, Proprietor.

Home-Seekers: If you are looking for some real good bargains in Stock, Grain, Fruit and Poultry Ranches, write for my special list or come and see me. I shall take pleasure in giving you all the reliable information you wish, also showing you over the country. HENRY AMBLER, Real Estate, Loan and Insurance. Philomath, Benton County, Oregon

Notice of Final Settlement. CONSUMPTION. Moki Tea positively Cures Sick Headache, Indigestion and Constipation. A delightful herb drink. Removes all eruptions of the skin, producing a perfect complexion or money refunded. 25c and 50c. Write to us for free sample. W. H. Hooker & Co., Buffalo, N. Y. ALLEN & WOODWARD, Druggists.

Notice for Publication. United States Land Office, Oregon City, Oregon, June 28th, 1902. Notice is hereby given that in compliance with the provisions of the act of Congress of June 3, 1878, entitled "An act for the sale of timber lands in the states of California, Oregon, Nevada, and Washington Territory," as extended to all the Public Land States by act of August 4, 1892, JAMES W. WORTHINGTON, of Philomath, County of Benton, State of Oregon, has this day filed in this office his sworn statement No. 2804, for the purchase of the W. 1/2 of S. W. 1/4, S. 1/2 of E. W. 1/2 of Sec. No. 28, in Township No. 12 S., Range No. 7 W., and will offer proof to show that the land sought is more valuable for its timber or stone than for agricultural purposes, and to establish his claim to said land before the Register and Receiver of this office at Oregon City, Oregon, on Saturday, the 18th day of September, 1902. He names as witnesses: Michael Flynn, Ernest F. Snyder, Enos A. Combs, and Marshall Allen, all of Philomath, Oregon. Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before said 18th day of September, 1902. CHAS. B. MOORES, Register.

Notice for Publication. United States Land Office, Oregon City, Oregon, July 14th, 1902. Notice is hereby given that in compliance with the provisions of the act of Congress of June 3, 1878, entitled "An act for the sale of timber lands in the States of California, Oregon, Nevada, and Washington Territory," as extended to all the Public Land States by act of August 4, 1892, MARY A. EGBERT, of Philomath, County of Benton, State of Oregon, has this day filed in this office her sworn statement No. 2804, for the purchase of the S. 1/2 of S. 1/2 of Section No. 34, in Township 12 South; Range No. 7 West, and will offer proof to show that the land sought is more valuable for its timber or stone than for agricultural purposes, and to establish her claim to said land before the Register and Receiver of this office at Oregon City, Oregon, on Saturday, the 27th day of Sept., 1902. She names as witnesses: John W. Hyde and Frank J. Lath, both of Philomath, Oregon, and Charles W. Wilkinson and Fred Sumner, both of Corvallis, Oregon. Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before said 27th day of September, 1902. W. M. GOLLISWAY, Register.

Notice of Final Settlement. Notice is hereby given that the undersigned administratrix of the estate of Sannel A. Hemphill, deceased, has filed her final account in said estate in the County Court of the State of Oregon for Benton county, sitting in probate, on Saturday, October 11, 1902, at the hour of 10 o'clock in the forenoon, at the County Court room, in the Court House in Corvallis, Benton county, Oregon. All persons having claims against said estate are hereby required to present the same, properly verified as by law required, to me, or to C. E. Woodson, at Corvallis, Oregon, within six months from the date hereof. J. H. ALDRIGHT, Administrator of the estate of Lana Gray, deceased. Dated at Corvallis, Or., Aug. 4, 1902.

Notice is hereby given that the undersigned has been appointed by the County Court of the State of Oregon for the County of Benton, administrator of the estate of Lana Gray, deceased. All persons having claims against said estate are hereby required to present the same, properly verified as by law required, to me, or to C. E. Woodson, at Corvallis, Oregon, within six months from the date hereof. J. H. ALDRIGHT, Administrator of the estate of Lana Gray, deceased. Dated at Corvallis, Or., Aug. 4, 1902.

THE GORDON'S BLACK-DRAUGHT THE GREAT FAMILY MEDICINE. Theford's Black-Draught has saved doctors' bills for more than sixty years. For the common family ailments, such as constipation, indigestion, hard colds, bowel complaints, chills and fever, biliousness, headaches and other like complaints no other medicine is necessary. It invigorates and regulates the liver, assists digestion, stimulates action of the kidneys, purifies the blood, and purges the bowels of foul accumulations. It cures liver complaints, indigestion, sour stomach, dizziness, chills, rheumatic pains, seasickness, backache, kidney troubles, constipation, diarrhoea, biliousness, piles, hard colds and headache. Every druggist has Theford's Black-Draught in 25 cent packages and in mammoth size for \$1.00. Never accept a substitute. Insist on having the original made by the Chattanooga Medicine Company. I believe Theford's Black-Draught is the best medicine on earth. It is good for any and everything. I have a family of twelve children, and for four years I have kept them healthy and healthy with no doctor but Black-Draught. A. J. GREGG, Illinois, La.

Notice for Publication. Land Office at Oregon City, Ore., Aug. 30, 1902. Notice is hereby given that the following named settler has filed notice of her intention to make final proof in support of her claim, and that said proof will be made before the County Clerk of Benton County, at Corvallis, Oregon, on October 13, 1902, viz: MARY KLECKER H. E. No. 1910 for the S. 1-2 N. E. 1/4, E. 1-2 E. 1/4, Sec. 10, T. 13S., R. 7 W. She names the following witnesses to prove her continuous residence upon and cultivation of said land, viz: John W. Hyde, Frank Bercker and Richard Zahn, all of Ailesa, Oregon, and James Webber of Blodgett, Oregon. CHAS. B. MOORES, Register.

Guardian's Sale of Real Estate. Notice is hereby given that the undersigned, as guardian of the persons and estate of Elsi May Fisher and Leland W. Fisher, will, on Saturday, the 18th day of October, 1902, at the hour of 10 o'clock in the forenoon of said day, at the Court House door in the City of Corvallis, Benton county, Oregon, offer for sale and sell at public auction to the highest bidder, for cash in hand, all the right, title and interest of Elsi May Fisher and Leland W. Fisher in and to the following described real property, to-wit: An undivided one thirty second interest in and to Block Number Eleven, in County Addition to the City of Corvallis, Benton county, Oregon. This sale is made under and in pursuance of a decree and order of the court made by the County Court of Benton county, Oregon, on the 6th day of September, 1902, in the matter of the guardianship of Elsi May Fisher and Leland W. Fisher, authorizing this guardian to sell said real property. Dated this 8th day of Sept., 1902. ANNIE S. BRYANT, Guardian of the persons and estate of Elsi May Fisher and Leland W. Fisher.

B. A. CATHEY, M. D. Physician & Surgeon. Rooms 14 in Bank Building. Office Hours: 10 to 12 a. m.; 2 to 4 p. m. Residence: Corner 5th and Adams Sts. Telephone at office and residence. Corvallis, Oregon.

W. T. Rowley, M. D. (Homeopathic) Physician, Surgeon, Oculist. Office—Rooms 1 and 2 in Bank Bldg. Residence—On 3rd street, between Monroe and Jackson. Telephone No. 311. Office Hours—10 to 12 a. m.; 2 to 4 and 7 to 7:30 p. m. CORVALLIS, OREGON.

C. H. NEWTH Physician & Surgeon. Examining surgeon U. S. Pension Bureau. PHILOMATH, OREGON. DR. W. H. HOLT DR. MAUD B. HOLT Osteopathic Physicians. Office on South Main St. Consultation and examination free. Office hours: 8:30-11:45 a. m.; 1-5:45 p. m. Telephone 235. Corvallis, Oregon.

DR. JAS. A. HARPER DENTIST. Office in Whitcomb Block. Corvallis, Oregon. E. H. TAYLOR DENTIST. Dentistry of every description done in first class manner, and satisfaction guaranteed. CROWN AND BRIDGE WORK A SPECIALTY. Office over Zieroff's grocery store, opposite the post office, Corvallis, Oregon.

E. R. Bryson ATTORNEY AT LAW. Corvallis, Ore-on. Office in Postoffice Building. JOS. H. WILSON. ATTORNEY AT LAW. Practice in all State and Federal Courts. Office in Burnett Building. Drugs & Medicines Kodak & Photo Supplies.

Graham & Wells Corvallis, Oregon. Established 1852. Incorporated, 1898. WHOLESALE & RETAIL. Notice. Notice is hereby given that the undersigned has been appointed administrator of the estate of Charles Herron, deceased, and that any person having claims against said estate will present them to the administrator at his office in Corvallis, Oregon, with proper vouchers, within six months from this date. W. E. YATES, Administrator.

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Eureka Harness Oil. A good looking horse and poor looking harness are a bad combination. Eureka Harness Oil not only makes the harness and the horse look better, but makes the harness soft and pliable, puts it in condition to last twice as long as it ordinarily would. Cold weather is near—standards OIL CO. Give Your Horse a Chance!