Some People

Buy advertising space because rates are low—generally the circulation is a sight lower. Circulation determines the value of advertising; there is no other standard. The Gazette is willing to abide by it.

OFFICIAL SEMI-WEEKLY PAPER.

Heppner Gazette.

CIRCULATION MAKES

The Paper. Without it advertisers get nothing for their money. The Gazette, with one exception, has the largest circulation of any paper in Eastern Oregon. Therefore it ranks high as an advertising medium.

TENTH YEAR | HEPPNER, MORROW COUNTY, OREGON, TUESDAY, AUGUST 9, 1892. | NO. 514.

SEMI-WEEKLY GAZETTE.

PUBLISHED

Tuesdays and Fridays

—BY—

THE PATTERSON PUBLISHING COMPANY.

ALVAH W. PATTERSON.....Bus. Manager.
OTIS PATTERSON.....Editor

At $3.00 per year, $1.50 for six months, $1.00 for three months; in advance.

Advertising Rates Made Known on Application.

The "EAGLE," of Long Creek, Grant County, Oregon, is published by the same company every Friday morning. Subscription price, $2 per year. For advertising rates, address CRIST L. PATTERSON, Editor and Manager, Long Creek, Oregon, or "Gazette," Heppner, Oregon.

THIS PAPER is kept on file at E. C. Dake's Advertising Agency, 64 and 65 Merchants Exchange, San Francisco, California, where contracts for advertising can be made for it.

E. C. PENTLAND, SECRETARY OF THE Oregon Press Association, 26 Ash Street, between First and Second, Portland, Oregon, is our only agent located in that place. Advertisers should consult him for rates and space in the Gazette.

THE GAZETTE'S AGENTS.

Wagner,	B. A. Hunsaker
Arlington,	Henry Heppner
Long Creek,	The Eagle
Echo,	Bob Shaw
Camas Prairie,	Oscar De Vaul
Matteson,	Allen McFerrin
Nye, Or.,	H. C. Wright
Hardman, Or.,	J. A. Woolery
Hamilton, Grant Co., Or.,	Mattie A. Rudio
Lone,	T. J. Carl
Prairie City, Or.,	R. B. McHaley
Canyon City, Or.,	S. L. Parrish
Pilot Rock,	G. P. Skelton
Dayville, Or.,	J. E. Snow
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Athens, Or	John Edington
Pendleton, Or.,	Wm. G. McCroskey
Mount Vernon, Grant Co., Or.,	Postmaster
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Fox, Grant Co., Or.,	J. F. Allen
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Upper Rhea Creek,	B. F. Hevland
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Lone Rock, Or.,	R. M. Johnson
Gooseberry	W. P. Snyder
Condon, Oregon	Herbert Halstead
Lexington	W. B. McAlister

AN AGENT WANTED IN EVERY PRECINCT.

UNION PACIFIC RAILWAY--LOCAL CARD.

No. 10, mixed leaves Heppner 8:20 a. m.
" 10, " ar. at Arlington 11:40 a.m.
" 9, " leaves " 3:47 p. m.
" 9, " ar. at Heppner 7:00 p. m. daily except Sunday.
East bound, main line ar. at Arlington 3:50 p. m.
West " " " leaves " 4:20 p. m.
Night trains are running on same time as before.

HEPPNER-MONUMENT STAGE.

Stage leaves for Monument daily, except Sunday, at 6:30 A. M.
Arrives—daily, except Monday, at 5:00 P. M.

OFFICIAL DIRECTORY.

United States Officials.

President	Benjamin Harrison
Vice-President	Levi P. Morton
Secretary of State	John W. Foster
Secretary of Treasury	Charles Foster
Secretary of Interior	J. W. Noble
Secretary of War	Stephen B. Elkins
Secretary of Navy	B. F. Tracy
Postmaster-General	John Wanamaker
Attorney-General	W. H. H. Miller
Secretary of Agriculture	Jeremiah Rusk

State of Oregon.

Governor	S. Pennoyer
Secretary of State	G. W. McBride
Treasurer	Phil. Metschan
Supt. Public Instruction	E. B. McElroy
Senators	J. H. Mitchell; J. N. Dolph
Congressmen	Binger Hermann; W. R. Ellis
Printer	Frank C. Baker
Supreme Judges	F. A. Moore; W. P. Lord; R. S. Bean

Seventh Judicial District.

Circuit Judge	W. L. Bradshaw
Prosecuting Attorney	W. H. Wilson

Morrow County Officials.

Joint Senator	Henry Blackman
Representative	J. N. Brown
County Judge	Julius Keithly
Commissioners	Peter Brenner
	J. M. Baker.
Clerk	J. W. Morrow
Sheriff	Geo. Noble.
Treasurer	W. J. Leezer
Assessor	R. L. Shaw
" Surveyor	Isa Brown
" School Supt.	W. L. Saling
Coroner	T. W. Ayers, Jr

HEPPNER TOWN OFFICERS.

Mayor	T. J. Matlock
Councilmen	O. E. Farnsworth, M Lichtenthal, Otis Patterson, S. P. Garrigues, Thos. Morgan and Frank Gilliam.
Recorder	A. A. Roberts.
Treasurer	E. G. Slocum
Marshal	J. W. Rasmus.

Precinct Officers.

Justice of the Peace	F. J. Hallock
Constable	J. J. Roberts

United States Land Officers.

THE DALLES, OR.

J. W. Lewis	Register
T. S. Lang	Receiver

LA GRANDE, OR.

A Cleaver	Register
A. C. McClelland	Receiver

SECRET SOCIETIES.

Doric Lodge No. 20 K. of P. meets every Tuesday evening at 7:30 o'clock in their Castle Hall, National Bank building. Sojourning brothers cordially invited to attend. EMIL VORUZ, C. C.
T. C. AUBREY, K. of R. & S. tf

RAWLINS POST, NO. 31.

G. A. R.

Meets at Lexington, Or., the last Saturday of each month. All veterans are invited to join.
C. C. BOGE, Adjutant. GEO. W. SMITH, Commander. tf

PROFESSIONAL.

A. A. ROBERTS, Real Estate, Insurance and Collections. Office in Council Chambers, Heppner, Or. swtf.

FRAZER AXLE GREASE

BEST IN THE WORLD.

Its wearing qualities are unsurpassed, actually outlasting two boxes of any other brand. Not effected by heat. ☞GET THE GENUINE.

FOR SALE BY DEALERS GENERALLY. 1yr

Where?

At Abrahamsick's. In addition to his tailoring business, he has added a fine line of underwear of all kinds, negligee shirts, hosiery, etc. Also has on hand some elegant patterns for suits. A. Abrahamsick, May street, Heppner, Or.

VALUABLE PRESENT.

A Year's Subscription to a Popular Agricultural Paper

GIVEN FREE TO OUR READERS

By a special arrangement with the publishers we are prepared to furnish FREE to each of our readers a year's subscription to the popular monthly agricultural journal, the AMERICAN FARMER, published at Springfield and Cleveland, Ohio.

This offer is made to any of our subscribers who will pay up all arrearages on subscription and one year in advance, and to any new subscribers who will pay one year in advance. The AMERICAN FARMER enjoys a large national circulation, and ranks among the leading agricultural papers. By this arrangement it COSTS YOU NOTHING to receive the AMERICAN FARMER for one year. It will be to your advantage to call promptly. Sample copies can be seen at our office.

From Terminal or Interior Points the

Northern Pacific RAILROAD!

Is the line to take

To all Points East and South.

It is the Dining Car Route. It runs Through Vestibuled Trains every day in the year to

St. Paul and Chicago

(No Change of Cars)

Composed of DINING CARS unsurpassed, PULLMAN DRAWING ROOM SLEEPERS Of Latest Equipment

Tourist Sleeping Cars

Best that can be constructed and in which accommodations are both free and furnished for holders of first or second-class tickets, and

Elegant Day Coaches.

A Continuous Line connecting with all Lines, affording Direct and Uninterrupted Service.

Pullman Sleeper Reservations can be Secured in advance through any agent of the road.

THROUGH TICKETS

To and from all points in America, England and Europe can be purchased at any Ticket office of this Company.

Full information concerning rates, time of trains, routes and other details furnished on application to any agent, or

A. D. CHARLTON,
Assistant General Passenger Agent.
No. 121 First St., Cor. Washington, PORTLAND OREGON tf.

The Original

Webster's Unabridged DICTIONARY.

BY SPECIAL ARRANGEMENT WITH THE publishers, we are able to obtain a number of the above book, and propose to furnish a copy to each of our subscribers.

The dictionary is a necessity in every home, school and business house. It fills a vacancy, and furnishes knowledge which no one hundred other volumes of the choicest books could supply. Young and old, educated and ignorant, rich and poor, should have it within reach, and refer to its contents every day in the year.

As some have asked if this is really the Original Webster's Unabridged Dictionary, we are able to state we have learned direct from the publishers the fact, that this is the very work complete on which about forty of the best years of the author's life were so well employed in writing. It contains the entire vocabulary of about 100,000 words, including the correct spelling, derivation and definition of same, and is the regular standard size, containing about 300,000 square inches of printed surface, and is bound in cloth half morocco and sheep.

Until further notice we will furnish this valuable Dictionary—

First—To any new subscriber.

Second—To any renewal subscriber.

Third—To any subscriber now in arrears who pays up and one year in advance, at the following prices, viz:

Full Cloth bound, gilt side and back stamps marbled edges $1.00.

Half Morocco, bound, gilt side and back stamps, marbled edges, $1.50.

Full Sheep bound, leather label, marbled edges, $2.00

Fifty cents added in all cases for expressage to Heppner.

☞As the publishers limit the time and number of books they will furnish at the low prices, we advise all who desire to avail themselves of this great opportunity to attend to it at once.

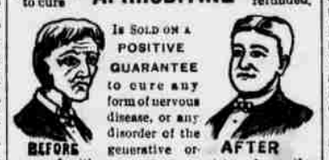
FREE TO THE AFFLICTED.

All who are suffering from the effects of Youthful Errors, Loss of Manhood, Failing Powers, Gonorrhoea, Gleet, Stricture, Syphilis and the many troubles which are the effects of these terrible disorders will receive, FREE OF CHARGE, *full directions how to treat and cure themselves at home* by writing to the CALIFORNIA MEDICAL AND SURGICAL INFIRMARY, 1029½ Market Street, San Francisco, California. 465-1y.

That Your Hair
may retain
its youthful color,
fullness, and beauty,
dress it daily
with
Ayer's Hair Vigor
It cleanses the
scalp, cures humors,
and stimulates a
new growth
of hair.
Dr. J. C. Ayer & Co.
Lowell, Mass.

The Celebrated French Cure,

Warranted to cure **"APHRODITINE"** or money refunded.



Is SOLD ON A POSITIVE GUARANTEE to cure any form of nervous disease, or any disorder of the generative or-gans of either sex whether arising from the excessive use of Stimulants, Tobacco or Opium, or through youthful indiscretion, over indulgence, &c., such as Loss of Brain Power, Wakefulness, Bearing down Pains in the Back, Seminal Weakness, Hysteria, Nervous Prostration Nocturnal Emission, Leucorrhœa, Dizziness, Weak Memory, Loss of Power and Impotency, which if neglected often lead to premature old age and insanity. Price $1.00 a box, 6 boxes for $5.00 Sent by mail on receipt of price.

A WRITTEN GUARANTEE for every $5.00 order, to refund the money if a Permanent cure is not effected. Thousands of testimonials from old and young, of both sexes, permanently cured by APHRODITINE. Circular free. Address

THE APHRO MEDICINE CO.
WESTERN BRANCH.
BOX 27 PORTLAND, OR
Sold in Heppner by Slocum-Johnston Drug Co.

SHILOH'S CONSUMPTION CURE.

The success of this Great Cough Cure is without a parallel in the history of medicine. All druggists are authorized to sell it on a positive guarantee, a test that no other cure can successfully stand. That it may become known, the Proprietors, at an enormous expense, are placing a Sample Bottle Free into every home in the United States and Canada. If you have a Cough, Sore Throat, or Bronchitis, use it, for it will cure you. If your child has the Croup, or Whooping Cough, use it promptly, and relief is sure. If you dread that insidious disease Consumption, use it. Ask your Druggist for SHILOH'S CURE, Price 10 cts., 50 cts. and $1.00. If your Lungs are sore or Back lame, use Shiloh's Porous Plaster. Price 25 cts. For sale by all Druggists and Dealers.

RIPANS TABULES

RECULATE THE
STOMACH, LIVER AND BOWELS,
AND
PURIFY THE BLOOD.
A RELIABLE REMEDY FOR
Indigestion, Biliousness, Headache, Constipation, Dyspepsia, Chronic Liver Troubles, Dizziness, Bad Complexion, Dysentery, Offensive Breath, and all disorders of the Stomach, Liver and Bowels.
Ripans Tabules contain nothing injurious to the most delicate constitution. Pleasant to take, safe, effectual. Give immediate relief.
Sold by druggists. A trial bottle sent by mail on receipt of 12 cents. Address
THE RIPANS CHEMICAL CO.
10 SPRUCE STREET, NEW YORK CITY.

NOTICE OF INTENTION.

Land Office at La Grande, Or., July 25, 1892.
Notice is hereby given that the following named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before the County Clerk of Morrow County, Or., at Heppner, Or., on September 3, 1892, viz:
CHARLES H. MYERS.
Hd. No. 5444, for the SW¼ Sec. 23, Tp. 2 S R 28 E W M.
He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz:
Joseph Linkman, J. M. Waddell, B. Veerkamp and A. E. Smith, all of Lena, Oregon.
A. CLEAVER, Register.
11-21.

NOTICE OF INTENTION.

Land Office at La Grande, Or., June 1, 1892.
Notice is hereby given that the following-named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before the county clerk of Morrow county, Oregon, at Heppner, Oregon, on Sept 3, 1892, viz.:
PATRICK QUAID.
Hd No. 4807, for the N½ of NE¼, Sec 21, and W½ of NW¼, Sec 22, Tp 3 S, R 27 E, W M.
He names the following witnesses to prove his continuous residence upon, and cultivation of said land, viz:
John N. Elder, A. J. McKenzie, Richard Neville, D. A. Herren, all of Heppner, Oregon.
Allen Wallace and Pardon Williamson take notice.
511-21 A. CLEAVER, Register

GUARDIAN'S SALE.

NOTICE IS HEREBY GIVEN THAT IN PURsuance of an order of the County Court of the County of Clackamas and State of Oregon, duly made and entered on the 11th day of July 1892, I will on Saturday, the 27th day of August, 1892, at the hour of one o'clock P. M. of said day, at the front door of the Court House, in Heppner, in Morrow County and State of Oregon, offer for sale to the highest bidder, subject to confirmation of the Court, the following described property, to-wit: The southeast one fourth of Sec. 20 of township 1, south of range 27 east of the Willamette meridian, in Morrow County and State of Oregon.
Terms of sale: One half cash on day of sale, and balance either cash, or if purchaser prefer, mortgage for one year on the premises, to draw interest from its date at the rate of ten per cent, per annum, purchaser to pay for making deed and mortgage.
MARGARET BARRATT,
Guardian of John Henry Barratt, a minor.
Dated this 25th day of July, 1892. 10-17

NOTICE OF INTENTION.

Land Office at La Grande, Or., June 30, 1892
Notice is hereby given that the following named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before the County Clerk of Morrow county, at Heppner, Oregon, on August 13, 1892, viz:
EDWARD S. DURAN.
D. S. No. 10020, for the NE¼, Sec 19, Tp 4 S, R 29 E, W M.
He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz:
Homer Gray, S. D. Taylor, F. Sprowles, Charley Long, all of Heppner, Oregon.
504-514 A. CLEAVER, REGISTER.

ORDINANCE NO. 50.

An ordinance providing for the supplying of the town of Heppner, Oregon, and its inhabitants with water for public and private purposes, and granting H. V. Gates an exclusive franchise and license to construct and operate a system of water works in the town of Heppner, Oregon, contracting with the said H. V. Gates for the rental of fire hydrants for supplying the town of Heppner, Oregon, with water and giving the town of Heppner, Or., an option to purchase the said water works and providing for payment to said H. V Gates of fifteen thousand dollars ($15,000) as a first payment on said option to purchase said water works and for rentals of hydrants for the town of Heppner, Or.

THE TOWN OF HEPPNER DOES ORDAIN AS FOLLOWS:

SECTION 1.—The exclusive privilege is hereby granted to H. V. Gates, of Hillsboro, Oregon, his successors and assigns for and during the term of fifteen years (subject to right of purchase and the conditions and forfeitures hereinafter provided) to erect, construct, maintain and operate a system of water works in the town of Heppner, Oregon, for supplying the said town and its inhabitants thereof with water for public and private purposes. Wheresoever hereinafter the word "Grantee" is used it is intended to apply to and mean H. V. Gates, his successors and assigns.

SEC. 2.—The system of water works shall consist or be composed of what is known as Direct and Reservoir pressure.

SEC. 3.—The water so to be supplied and furnished said town and the inhabitants thereof, shall be pure, clear, potable water for all purposes, which shall be taken from a well or system of wells, encased to keep out the surface drainage between surface of ground and first rock formation below surface of ground or deeper if necessary.

SEC. 4.—The grantee shall provide a substantial engine house of sufficient capacity to accommodate boilers, pumps and appliances of water works and such room as may be required to accommodate the electric light plant, to be operated in conjunction with the said water works system. Said engine house to be equipped with one 50-horse power boiler, to be built of steel, (said boiler to be tested to 150 lbs. hydrostatic pressure) one or more Knowles engines, or other manufacture equally as good, or if a deep well pumping engine is substituted to use one or more "Cook" Deep-well pumps, the combined capacity of either the pump or pumps to be equal to 250,000 gallons each 24 hours, or such other larger size pumping engines as the demands of the town may now or in the future require; also such other fittings such as gauges, valves, steam pipes etc., that may be required to connect said pumps to mains and wells, and said boiler to pumps, so that the steam and water connections shall be first-class in every particular.

SEC. 5.—The grantee shall provide one reservoir, capacity 100,000 gallons, for fire purposes, to be kept filled at all times, except when repairing, and held in reserve for any emergency. Also one reservoir of 80,000 gallons capacity for domestic and daily supply. The domestic reservoir to be walled with masonry and coated with cement or asphalt, to render the same water proof, to be roofed over and protected from effect of frost, to be arranged with supply and waste pipes and so generally constructed as to be safe from any danger from any pressure within or drainage or defect without, and to be capable of keeping water as pure and free from contamination as it comes from the source of supply. Said reservoirs to be connected to mains in such manner that both can supply the hydrants during fire and both be not less than 160 feet above the grade of street at intersection of Main and May streets.

SEC. 6.—The grantee shall furnish and lay in the streets of said town at a depth of not less than thirty inches, for principal mains, 4000 feet of six-inch pipe and 7000 feet of four-inch pipe, and as much more as may be deemed necessary by them; (said pipe to be measured by its outside diameter) is to furnish 12 double hydrants, Ludlow, or some other hydrant equally as good, and connect the same to the mains; is to furnish all necessary valves, special fittings, valve boxes required to complete the work. The mains and fittings to be ample and capable of carrying out the provisions and intentions of this agreement and of affording the town, where said pipes are laid, first-class fire protection, and when mains and connections are so completed they shall be capable of sustaining a pressure of 150 lbs. to the square inch; is to furnish all mains and laterals that may be from time to time required to supply the town or its inhabitants thereof with water, provided that for each 800 feet of principal mains ordered by the town, there shall be one hydrant ordered and rental paid for use of same, and that for all laterals laid, grantee shall not be obliged to lay in excess of 200 feet to reach each service hydrant for domestic use. Pipes are to be laid below frost line and the said town agrees to make good any expense to which grantee may be put if said town shall hereafter lower the grade of any streets where the grade is already established and the town of Heppner agrees to establish the grade on all streets where pipes are to be laid prior to the laying of pipes. The said mains and hydrants are to be laid and located on such streets as will best carry out the provisions for fire protection; said streets to be selected by the parties to this agreement.

SEC. 7.—Grantee is to keep fire hydrants in good repair; protect same from freezing and keep them ready at all times for instant service. The connections and mains leading from reservoirs to be kept free from obstructions of any kind whatsoever, so that except through some unforseen and practically unavoidable accident, there shall be steady pressure and full supply of water on the hydrants to the extreme limit of capacity of system.

SEC. 8.—In consideration of the benefits which will be derived by the town of Heppner and its inhabitants from the construction and operation of said water works, and in further consideration of the water supply hereby secured for the public use, as an inducement for the grantee to enter upon the construction of said water works, the privilege hereby granted to and vested in H. V. Gates, his successors and assigns, shall remain in full force and effect for and during the period of fifteen years, but subject to the right of purchase, as herein provided, and for the same consideration and as the same inducement, the town of Heppner hereby rents of the grantee, for the use hereinafter mentioned, the 12 hydrants hereinbefore provided for, and during the term of fifteen years from the acceptance of said waterworks, but subject to the right of purchase as aforesaid; and the said town agrees to use the hydrants on said pipe line for the extinguishment of fires, drill practice and flushing only, and make good to the grantee any injury which may happen to them when used by any officer of its fire department in the line of his duty. The flushing as aforesaid to be done by the fire marshal or other officer of the town, through a hose and fire nozzle, after reasonable notice to grantee, but there shall be no more than one fire hydrant used at any one time for such purposes, and no one hydrant used to exceed thirty minutes per week. In aforesaid drill practice the fire department shall have the right to use any of the hydrants twice each month for drill practice, for a period not exceeding thirty minutes at each drill.

SEC. 9.—The grantee may charge and collect during the continuance of the privilege herein granted, the following tariff of rates to consumers of water or other rates that may be established by the grantee and approved by the council:

MONTHLY WATER RATES.

Bakeries	$2.50
Barber shops,	
First chair	1.50
Each additional chair	.25
BATH TUBS,	
In boarding houses, hotels and barber shops	1.50
In private families	.50
Breweries, (unless governed by meter rates)	10.00
BUILDING CONSTRUCTION,	
Wetting 1000 brick	.15
" one bbl lime	.15
" " " cement	.15
" for stone work, per cubic yard	.20
Butcher shops	2.00
FAMILY RATES,	
One hydrant	1.50
" closet	.50
" bath tub	.50
Feed yards	5.00
HOTELS, RESTAURANTS, BOARDING AND LODGING HOUSES, (unless governed by special rates)	
Having five bedrooms or less	4.00
Each additional room	.10
IRRIGATION,	
Each half lot or less (lots 50x100)	1.25
Each additional half lot	1.00
In no case will allowance be made for space occupied by buildings.	
Laundries, public, each	6.00
METER RATES,	
1000 to 50,000 gallons	.25
50,000 and over	.20
Offices, each	1.00
Photograph galleries, each	3.00
Printing offices, in addition to boilers	2.00
Public halls and theaters	1.00
Private halls or halls of secret organizations	1.50
Saloons	2.50
SIDEWALK SPRINKLING,	
Each 25 feet front or less with washing windows	.50
Each 50 feet front or less, with washing windows	.75
Each additional 25 feet	.25
Stables, each horse and cow including washing carriages	1.00
Stables, livery, each stable including washing carriages	7.50
STEAM ENGINES,	
Five horse power or less	2.00
Each additional horse power	.50
Boilers for steam heating	1.50
STORES,	
Drug stores	2.50
Groceries, dry goods and hardware	1.00
Soda Water manufactories	3.00
URINALS,	
In stores or blocks each	.25
In hotels, boarding houses and saloons	.50
WATER CLOSETS,	
In hotels, boarding houses or saloons, one closet	2.00
In stores or public buildings, one closet	1.50
Each additional closet	1.00
Private closets each	.50
WATER MOTORS,	
Less than one horse power, by meter.	
One to five horse power, by meter.	
Five to ten horse power, by meter.	

SEC. 10.—As a consideration for the use of the 12 hydrants as aforesaid, for a term of fifteen years, the town of Heppner agrees to pay to the said H. V. Gates, his successors and assigns, fifteen thousand dollars ($15,000) lawful money of the United States, payments to be made as follows: five thousand dollars ($5000) on arrival of pipes, boiler and pump and machines; ten thousand dollars ($10,000) on completion of water as provided herein, for two reservoirs, well-pump, capacity 250,000 gallons, mains 11,000 feet, engine house, and when the same has stood the tests as hereinbefore provided, and also provided that said H. V. Gates, his successors and assigns, shall satisfactorily show the town of Heppner that said works are free from all liens and that labor and material used and furnished for said works have been paid for.

SEC. 11.—At the expiration of fifteen years from the completion of said works, and at the end of each five years thereafter, the town of Heppner shall have the option to purchase and own said water works, together with its lands, machinery, pipes, outfits, rights, privileges and franchises, upon the following conditions—and the grantee in accepting this ordinance expressly covenants to sell and convey to the town of Heppner the said water works and system as a whole on the said conditions. The said town of Heppner, by resolution of its mayor and council, shall determine to purchase and own said water works and shall serve a certified copy of such resolutions on the grantee at least six months before the time when the said town may exercise such option. The sum of money that said town shall pay for said water works as a whole shall be an amount which at eight per cent interest would produce an annual income equal to the net income during the year previous to the serving of the notice of resolutions, as hereinbefore described, with the cost price added for any improvements or extensions made during the year previous to such notice, upon which no revenue has been derived. When such purchase is made by the said town the franchise granted to the said H. V. Gates shall terminate. If said town shall not determine to purchase said water works within fifteen years from date of its acceptance of said works it shall grant to the grantee an exclusive franchise upon the same terms and conditions as herein stated, reserving the option of purchase each five years as before stated. The fifteen thousand dollars ($15,000) paid for hydrants, rentals as heretofore provided, shall be the first payment upon the purchase price of said water works, and it is agreed that until such time as the town of Heppner shall purchase said water works as herein provided for, the town of Heppner shall own an absolute right and interest in the said water works to the amount of said fifteen thousand dollars, ($15,000) but it is further understood and agreed that until such time as the town of Heppner shall purchase the interest of grantee in said works the grantee shall have the exclusive use and control of said works in every particular without paying to the town of Heppner any rents, profits or revenues therefor or therefrom in any manner whatever, except that grantee shall not have the power or authority to sell, mortgage and lease, or in any way encumber the interest of the town of Heppner in said works.

SEC. 12.—The grantee shall make such rules and regulations governing the service of water to consumers as may be proper and expedient in that behalf, and may enforce the observance of the same, after they have been approved by the city council, by cutting off water or otherwise, and the said town, by its council, shall adopt ordinances protecting the grantee in the safe and unmolested enjoyment of the privileges hereby granted, and against injury to its property.

SEC. 13.—The town of Heppner shall convey to the grantee such ground as may be necessary for reservoirs and right of way across private unplatted land to the same, for the use of laying mains and access for delivering materials for construction and maintainance of same.

SEC. 14.—The town of Heppner agrees to convey to grantee the lot and the artesian well now owned by them, for the use of grantee, during the life of this agreement; the same to be free from any cost, rent or expense whatsoever to grantee. The grantee is to have use of the well digging machinery on said lot, while searching for and securing water.

SEC. 15.—All work and material furnished under the terms of this contract, shall be done and performed in a good, neat, and workmanlike manner, first-class in every respect, and in the most approved form known to the trade.

SEC. 16.—In the event at any future time it is necessary for the safety and welfare of the town of Heppner or the inhabitants thereof, to increase the capacity of wells, reservoirs, pump and machinery, it shall be done by the grantee without any additional cost to the town, except in the purchase of said works according to the conditions herein stated.

SEC. 17.—The grantee shall commence active operations on said water works within thirty days from the passage of this ordinance, and complete the same within the space of six months, unless from causes beyond the control of grantee, such as strikes, riots, failure of manufacturers to produce material, and railroads to deliver the same; in which event the time so lost shall be extended; said grantee to use all possible diligence to complete said works within the six months. On completion of said works, in compliance with the requirements of this ordinance, the grantee shall successfully subject the entire pipe system of 11,000 feet, and the hydrants thereon, under the supervision of the town council, to a pressure of 150 lbs. to the square inch, and shall also test the power and capacity of reservoirs; in which they shall throw water through fifty feet of hose, with a one inch nozzle, eighty feet high for a period of three hours; in said test only two streams shall be taken from one line, and the hydrants used to be at corner of Main and May streets. Upon completion of said works, and the said tests having been made as aforesaid to the satisfaction of the said council, the said town, by its council, agrees to accept such waterworks forthwith and from the date of such acceptance the hydrant rentals heretofore provided for shall begin.

SEC. 18.—The grantee be and is hereby granted the privilege and right of laying pipes through the streets, alleys, parks, and public ways of the town of Heppner, for the purpose of conducting water through the town. And the grantee shall keep the town of Heppner harmless from any liability for damages on account of negligence of the grantee in using streets and public ways of said town in laying, taking up, and repairing mains, hydrants, or other structures or devices for the service of water, and after using such streets and public ways, shall restore them with due diligence to as near as practical their former condition.

SEC. 19.—This ordinance shall become binding upon the town of Heppner upon the event that grantee shall, within ten days from the passage and publication of this ordinance, file with the recorder of the town of Heppner, his written acceptance of the terms and conditions of this ordinance. Said acceptance shall constitute the contract and shall be the measure of the right and liabilities of the town of Heppner and of H. V. Gates, his successors and assigns.

SEC. 20.—The mayor and recorder of the town of Heppner are hereby authorized and instructed, upon the acceptance of this ordinance, to seal duplicate copies thereof, with the seal of the town of Heppner, and to sign such copies of such contract in the name and behalf of the town of Heppner, and to deliver one of said copies, so sealed and signed in behalf of the town of Heppner to the grantee and to accept the other in behalf of the town, when signed and sealed by the said grantee, and to cause such copies, together with such acceptances to be properly authenticated in accordance with the laws governing contracts for the sale of real estate and to be recorded in the office of the county clerk of Morrow county.

SEC. 21.—In case said grantee shall fail to complete said works within the time specified in this ordinance, then, and in that case the franchise shall be forfeited and this ordinance shall be null and void.

SEC. 22.—All ordinances and parts of ordinances inconsistant herewith are hereby repealed, and this ordinance shall be published in the Heppner Gazette and Heppner Record and shall take effect from and after its passage and publication.

SEC. 23.—Upon completion of said water works and the electric light plant, according to conditions of Ordinance No. 49, and before the final payment of $10,000 is made said grantee, said grantee shall by receipted vouchers prove the plants have cost not less than $20,000, and that they are free from liens and that labor and material used in their construction have been paid for.

SEC. 24.—If said grantee shall fail to operate said water works according to the terms and conditions of this ordinance, then the town of Heppner is hereby empowered to take possession of said water works, and the electric works to be constructed under conditions of Ordinance No. 49, and operate same for benefit of the town of Heppner, and by virtue of such failure to operate said water works, the town of Heppner is to become sole owner of said water and light works forever. Said grantee forfeiting all right, title and interest in said works or their franchises.

T. J. MATLOCK, Mayor.

Attest:
OTIS PATTERSON,
Acting Recorder.
Dated this 5th day of August, 1892.

Raising Calves Without Milk.

The young calf must have new milk for the first two weeks of its life; no other food will do. After attaining that age it may be reared on artificial food. One successful substitute for milk is hay tea. The hay—about three pounds—is cut so as to get it into a kettle or boiler, with 2½ gallons of water, and boiled half an hour. The liquor is then strained and returned to the kettle, and about a teacupful each of flaxseed and wheat middlings added. This is boiled to a jelly and fed warm. After the calf is two months old, a small handful of cornmeal may be added with the flaxseed and middlings.—Exchange.

Dairy and Creamery.

Don't overwork the wooden butter ladle, and thus you will not run so much risk of overworking the butter and breaking its delicate fat globules into grease.

Milk begins to sour from the bottom and sides of a vessel; therefore set the milk pans in very cold water for the cream to rise.

Once more allow us to say that milk must never be allowed to clabber before the cream is skimmed. If you let it do so you lose a heavy percentage of the cream.

It is specks of clabbered milk that cause the white specks to appear in butter.

A syndicate of cheese factories in Canada employed an instructor in cheese making for two years at their establishment, and the result was that they carried off prize after prize at the fairs and their cheese got a good name, which the Bible tells us is more to be desired than great riches, only in this case it brought the riches too.

A worshiper of Jersey cattle says that the Jersey breeders of America have bought and are using today more Babcock and other milk testers than are employed by all the other breeders of dairy cattle combined. Is this true?

Cows bred now will still come in in time to make the butter churn easily late next winter and early in the spring.

In a single drop of cream soured or ripened till it is fit for churning there are millions of bacteria. These are necessary to ripen the cream. In truth science is beginning to discover that about everything, and we ourselves even, are made of bacteria. There are good and bad bacteria, just as there are good and bad people.

Do You Wish the Finest Bread and Cake?

It is conceded that the Royal Baking Powder is the purest and strongest of all the baking powders.

The purest baking powder makes the finest, sweetest, most delicious food.

The strongest baking powder makes the lightest food.

That baking powder which is both purest and strongest makes the most digestible and wholesome food.

Why should not every housekeeper avail herself of the baking powder which will give her the best food with the least trouble?

Dr. Haines, of Rush Medical College, Consulting Chemist of the Chicago Board of Health, says: "Royal is not only the purest, but the strongest baking powder with which I am acquainted."