

JOHN DAY DIRECTORS

REJECT LEWIS OFFER

A meeting of the board of directors of the John Day Irrigation District was held at the office of Woodson and Sweek in Heppner on Tuesday evening, the meeting being called for the purpose of considering a proposition of compromise between the district and John H. Lewis, engineer in charge of the work of the district. Directors Wheelhouse of Arlington, and Clark of Heppner were present, as was also their attorney, S. E. Van Vactor and Secretary Sweek. Attending the meeting were a large number of the land owners in the district and the heaviest taxpayers, among them being Jas. Carty, Hynd Bros., Smythe Bros., and others who were instructed to speak on behalf of numerous other interested parties who were unable to attend the meeting.

The proposition of Mr. Lewis being the chief topic for consideration, it was taken up first. It is as follows: "To the Board of Directors, "John Day Irrigation District. "Gentlemen:

"After talking the matter over with your attorney, I have decided to submit herewith merely as an offer of compromise, and not to be construed otherwise, the very minimum which could be accepted in adjustment of

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the John Day controversy recently decided by the court, which offer is conditioned upon the completion of the information heretofore collected and the preparation of a final report based thereon for filing with your district, also that your district will protect me against any further costs or losses incident to this litigation, or costs or the collection of the money for warrants as issued. The completion of the report was referred to in the court's findings, and I would like to make it of credit to myself as well as to the district. It would seem a great waste of funds not to put this information in convenient shape for filing and future reference.

"Having heretofore expended approximately \$29,000 on account of this project, exclusive of any salary or profit to me for the two years of time that I have been connected with this work, it seems only fair that this amount should be paid. In addition to this my own time and profit on the job should far more than cover the work done under the supplemental contract and to cover my attorney's fee in this litigation which was unexpectedly forced upon me.

Further, some \$8,200 in warrants have been sold by me without recourse which were not included in the \$20,000 allowed by the court. The proceeds from these warrants have gone into the work. As these warrants bear interest at the rate of 6 per cent per annum from September 12, 1920, this interest should also be allowed to the date when new warrants are registered. I am primarily influenced at this time to suggest the very minimum as a basis for settlement, in order that these warrant holders may be relieved of further litigation.

"Therefore I will accept as full settlement for all work rendered the John Day Irrigation district on account of contracts of John H. Lewis or Lewis & Clark, with such district, for engineering work, the following warrants of your district, bearing 6 per cent interest, which warrants are in addition to the \$20,000 allowed by the court.

6 warrants of \$1,000 each.....	\$6,000
4 warrants of \$500 each.....	2,000
1 warrant of \$700.....	700
1 warrant of \$300.....	300
1 warrant of sufficient amount to cover interest at 6 per cent on \$8,200 from Sept. 12, 1920 to date of registration.....	

tration of the above mentioned new warrants to be issued, which interest is estimated at\$1,000
Legal expenses unpaid warrant 5,000
To complete maps and information as heretofore collected, prepare final report with estimate of cost including suitable index maps and illustrations\$3,000
Total of new warrants\$17,000
plus interest as above mentioned, say,\$18,000

"This offer was made verbally to your attorney with the understanding that I could have your decision thereon prior to the time allowed for appeal in this case, which upon my return I find to be less than I had anticipated. As some question may come up not anticipated in this letter it may be best for me to attend your meeting. This I will gladly do if it can be held this week, and notified by phone prior thereto.

"Very Truly yours,
"JOHN H. LEWIS"

Upon the reading of this proposition from Mr. Lewis, consideration of the same was had no further than the first paragraph, for the reason that the directors could not agree to that portion stating "That your district will protect me against any further losses or costs incident to litigation, or the collection of money for warrants as issued." This the board could not do and upon a thorough discussion of the point in question by all present, it was unanimously agreed that the proposition of Mr. Lewis for compromise on the basis presented be rejected.

Other matters coming up for settlement were presented to the meeting in the form of resolutions. Three of these were presented. The first has to do with the assessment levied against the lands within the district, and was upon the motion of M. D. Clark and duly seconded as follows: "Whereas a former board of directors adopted a budget amounting to about \$112,000 and ordered an assessment of 50 cents an acre on all the privately owned land in the district to raise said sum, and

Whereas the land owners commenced a suit against the John Day Irrigation district and others for the purpose of cancelling said assessment and the indebtedness for which it was levied, and

Whereas, the Circuit Court of Morrow County has rendered a decision cancelling all of said indebtedness

except about Twenty-Two Thousand (\$22,000) dollars and in addition has cancelled about \$48,000 of the indebtedness accruing since said levy was made; and

Whereas under the said decision there is not now outstanding against the district in excess of \$22,000 or \$23,000, and

Whereas the land owners have appealed from the court decision and seek to have the indebtedness further reduced; and

Whereas the court believed it was without power to cancel the said levy of 50 cents per acre, notwithstanding the indebtedness intended to be paid thereby was largely cancelled; and

Whereas there is no necessity for the collection of said levy of 50 cents per acre and it would work a great hardship on the land holders to pay the same and many of them would not be able to pay it; therefore

Be it Resolved that the said levy of 50 cents per acre be cancelled by the Board and the county Assessor be instructed to strike it from the tax rolls and the Sheriff and all other county officers to refrain from the collection thereof.

But it is the sense of the Board that when the Supreme Court shall have passed on the appeal of said litigation and the amount which the directors will show has been determined another levy will be made to pay said indebtedness and to satisfy the just claims of all creditors of the district.

The resolution passed.
Resolution No. 2 is as follows:

Whereas the indebtedness evidenced by many outstanding warrants is in litigation and

Whereas there is much uncertainty as to what warrants will ultimately be held valid and what invalid, therefore

Be it Resolved that the county treasurer be instructed not to pay any District warrants until the legal status thereof has been finally determined and he is advised by the Board what warrants should be paid from the funds of the District.

This resolution offered by M. D. Clark was unanimously carried.

The third resolution touches upon the proposal to make an appeal to the Supreme Court of the State of Oregon, from the decision of the lower court in the suit of the Northern Pacific Railway Company and others against the John Day irrigation district, C. C. Clark and others, and is as follows:

Whereas a notice of pretended appeal to the Supreme Court of the State of Oregon in the case of the Northern Pacific Railway company, et al. vs. C. C. Clark, et al., has been filed by F. A. McMenamin and Mr. C. H. Finn, presenting the act as attorney for the District; and

Whereas, the Board has heretofore discharged said attorneys as attorneys for the district and have employed Mr. S. E. Van Vactor as its attorney; and

Whereas the district does not desire to appeal from said court decision,

Now therefore, be it resolved, that Mr. S. E. Van Vactor, attorney for the board take such steps as may be necessary to dismiss said pretended appeal.

Upon motion this resolution was passed.

The district having refused to consider the compromise proposition of Mr. Lewis it is presumed that he will perfect his appeal from the decision of the Circuit Court of Morrow county as handed down by Judge Phelps, and will endeavor to force the payment of his claims in this manner.

There was much interest manifested in the proceedings at the meeting Tuesday evening, and while there was not a great number of the land owners within the district present, these were well represented, and those who attended had authority to act for a much larger number who were unable to be present.

—Heppner Gazette-Times.

On Wednesday evening of last week Miss Belle Packard had as dinner guests, Miss Edna Broyles and Messrs Chas. Barnes and Severinsen.

Mrs. Lavina Newhouse has returned to her home at Corvallis, after a ten day visit with the T. E. Broyles family.

The "Green house" swimming pool is very popular this summer, as almost every evening there is a crowd of young folks enjoying the water and picnicing amongst the trees.

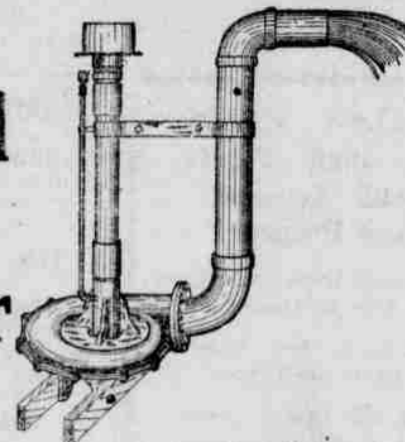
Miss Ethel Broyles returned home Monday from several weeks stay on the wheat farms near Colfax, Wash.

Mr. and Mrs. Art Jensen and Mr. and Mrs. Waggoner of Bickleton, visited with Mrs. Jensen's son Opal Wagner on Sunday.

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