RED ROW OVER WHITE PAINT.

Difficulty Over the Job on the New Schoolhouse.

The Bend school board has troubles that threaten to get into the courts. There are two bones of contention, one the painting of the schoolhouse and the other the teacher's salary and service. Two members, Chairman Awbrey and Director Cottor, stand together and constitute a majority of the board. Director Wiest protests unavailingly. The clerk, Donald F. Steffa, sides with the majority. The disagreement regarding closing the school and paying the teacher was set forth last week in the account of the school meeting which appeared in The Bulletin. As to the painting of the schoolhouse, the difficulty is presented in the following written protest submitted by Director Wiest at the meeting of the board held April 22:

Mr. Chairman. I object to the approval of the minutes of the last meeting of the Board, that is of April 2, 1903, for the following reasons:

At the meeting of Jan. 26, 1903, the clerk was instructed to call for bids for painting the schoolhouse, the said bids as per posted call to be in by March 1, 1903. The said March 1st falling on Sunday, the Board met at the schoolhouse on the following day for the purpose of opening bids received. There being only two bids received, the Board appointed a committee of three to open the bids and award the contract. On the following day, March 3d, the committee met and opened the two bids received, which were from Mr. C. L. Denison and Wm. Stephens, for $36.00 and $36.00. The committee considering both bids too high, took no action. About two days after the opening of those bids Mr. Chas. Brock presented a bid for $32.00, and still later, Mr. J. L. Kerr for $35. On March 12 Mr. J. I. West informed Mr. Cottor that he desired to offer a bid, but Mr. Cottor refused to receive a bid from him, stating that the committee had decided not to let the work by contract and would not receive any further bids. On April 2, 1903, about 30 days after Mr. Cottor refused to receive a bid from Mr. West, Mr. Awbrey and Mr. Cottor met in meeting and approved the minutes of last meeting, March 3d, and without discharging the committee appointed on the said March 3d for the purpose of awarding a contract, let a contract to Mr. Charles Brock on a bid presented four days after the day specified in the call for the receival of bids and two days after the duly received bids were opened.

On April 9th Director Wiest served a written notice of warning on Mr. Charles Brock that if he proceeded with his contract before the legality of the contract could be considered by the Board, he would do so with the full knowledge that the payment was subject to annulment.

The contract with the above referred to Charles Brock is illegal for the following reasons and on this account the minutes of the last meeting can not be approved.

Section 71, page 82, School Laws of Oregon, provides that the Board shall "appoint the time and place for opening of all bids, which shall be public." The Board having appointed March 1st as the time and the schoolhouse as the place, in accordance with this section the Board could neither delegate any one else to open the bids, or open any bids whatever for consideration at any other time or place except at the place and time thus appointed. To receive bids for consideration after the day specified is a violation of the law.

Section 7, page 38, School Laws of Oregon, provides against the making of contracts with relatives without the concurrence of all the members. On account of Director Wiest refusing to approve of this contract, this section is violated by the fact that Mr. Charles Brock is closely related by marriage to Mr. Cottor.

I still further object on account of the fact that the contract made was let on a bid received during a time and under the same conditions that another bid for over $4.00 less was refused by one of the members of the Board who is a party to this contract.

Mr. Wiest sought to get this protest in the official record but the clerk would not enter it without the order of the board and of course the majority was opposed to it. So the minutes of the meeting merely refer to the fact that Director Wiest protested, without giving a hint of the nature or ground of protest.

At various times Director Wiest made written protest against the method of procedure in the painting matter, most of which protests he was unable to get mentioned in the minutes of the meeting. He also took exception to the action of the present board in contracting with the teacher, A. C. Hampton, for next year's service, on the ground that the meeting at which such action was taken was illegal, the call not specifying that that business was to be considered, as required by law, and also on the allegation that the clerk was not a legal voter, not being on the tax roll of the district, and therefore not a qualified officer to bind the district by signing contract or warrant. The other members of the board do not regard these objections as material. Mr. Wiest, however, thinks them important enough to take to the courts if necessary to prevent consummation of the acts complained of.

Chairman Awbrey, when asked what his view was of Director Wiest's protest said that he would not care to discuss it without having the protest before him to refresh his memory as to its contents, and even then he doubted that there was enough public interest in the matter to require a notice or explanation from him. He said he had been acquainted with the work of the board since the organization of the district and he had never before known any such disagreement among the members.

Director Cottor was free to say that Director Wiest's protest against the painting contract was not a correct recital of the facts. "I never had a bid from Mr. West," said he, "and never told him definitely that we had concluded not to let the job by contract. He spoke to me about the matter, it is true, but it was merely a passing remark that he might bid for the work and I said it was not settled that the work would be let by contract. I understand, however, that Mr. West did prepare a formal bid and deliver it to Director Wiest. He did not attend the meeting when the contract was let and it was impossible for us to consider a bid that was in his pocket at home and which we did not then know was in existence. People of the district were urging us to get the schoolhouse painted and we did the best we could under the circumstances.

"The law Mr. Wiest quotes bearing on making contracts with relatives we had before us and gave full consideration. It pertains only to hiring a teacher who may be a relative of a director.

"According to my construction of the law there was publicity about the award of the bids—sufficient publicity to satisfy the law, and to protect the interest of the district. If Mr. Wiest had presented in time the low bid he had it might have been different. Now that the work has been completed and ordered paid for I don't see how there is any chance for the annullment he speaks of."

Mr. West takes a different view of his interview with Director Cottor. "I asked Mr. Cottor if the board was going to let the painting of the schoolhouse by contract," says Mr. West, "and told him I wanted to bid if they were. He said they were not going to let the contract but would hire the work done by the day. Later, when I found out it was not certain to be done by the day, I made out a formal bid and gave it to Mr. Wiest to present to the board."

The Reception Saloon, Shaniko, offers the most tempting inducements to timber locators going into the woods. The very best brands of whiskies, such as Cyrus Noble, Old Pepper, Hunter Baltimore Rye and other standard goods, always to be had here. Call at the Reception.

Notice for Publication.

U. S. Land Office, The Dalles, Oregon,
May 12, 1903.

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, the following-named persons have on Oct 17, 1902, filed in this office their sworn statements, to-wit:

Austin W. Culp
of Culver, county of Crook, state of Oregon; sworn statement No 1369, for the purchase of the se¼ sec 4, tp 17 s, r 10 e, w m.

William G. Killingbeck
of Culver, county of Crook, state of Oregon; sworn statement No 1370, for the purchase of the ne¼ sec 9, tp 17 s, r 10 e, w m.

Samuel A. Davis
of Culver, county of Crook, state of Oregon; sworn statement No 1371, for the purchase of the se¼ ne¼ and e½ se¼ sec 1 and ne¼ ne¼ sec 12, tp 17 s, r 10 e, w m.

That they will offer proof to show that the land sought is more valuable for its timber or stone than for agricultural purposes, and to establish their claims to said land before J. M. Lawrence, U. S. Commissioner, at Deschutes, Oregon, on Friday, the 24th day of July, 1903.

They name as witnesses: William G Killingbeck, Henry M Davis, Samuel A Davis, Frank M Loveland, Austin W Culp, all of Culver, Oregon.

Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before the said 24th day of July, 1903.

m29-j4 MICHAEL T. NOLAN, Register.

Timber Land, Act June 3, 1878.

NOTICE FOR PUBLICATION.

U. S. Land Office, The Dalles, Oregon,
May 16, 1903.

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,

Nils John Keller,
of Walker, county of Cass, state of Minnesota, has on Jan 24, 1903, filed in this office his sworn statement No 1599, for the purchase of the sw¼ ne¼, s½ nw¼ and nw¼ sw¼ sec 9, tp 18 s, r 10 e, w m, 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 M. R. Biggs, U. S. Commissioner, at Prineville, Oregon, on Tuesday, the 11th day of August, 1903.

He names as witnesses: M Lepage, Louis Nelson, John Stacmore, John Dokken, of Bend, Oregon.

Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before the said 11th day of August, 1903.

m29-a7 MICHAEL T. NOLAN, Register.

Timber Land, Act June 3, 1878.

NOTICE FOR PUBLICATION.

U. S. Land Office, The Dalles, Oregon,
May 12, 1903.

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, the following-named persons have filed in this office their sworn statements, to-wit:

Charles A. Stanborrough
of Bend, county of Crook, state of Oregon; sworn statement No 1344, filed Oct. 15, 1902, for the purchase of the n½ nw¼ and nw¼ ne¼ sec 25 and sw¼ sw¼ sec 24, tp 17 s, r 11 e, w m.

Olive A. West
of Bend, county of Crook, state of Oregon; sworn statement No 1361, filed Oct 14, 1902, for the purchase of the se¼ sec 22, tp 19 s, r 10 e, w m.

Henry F. Schneider
of Spooner, county of Washburn, state of Wisconsin; sworn statement No 1395, filed Oct 30, 1902, for the purchase of the sw¼ sec 36, tp 16 s, r 10 e, w m.

John I. West
of Bend, county of Crook, state of Oregon; sworn statement No 1413, filed Oct 21, 1902, for the purchase of the s½ ne¼, and n½ se¼ sec 24, tp 17 s, r 11 e, w m.

Maxem LePage
of Bend, county of Crook, state of Oregon; sworn statement No 1412, filed Oct 21, 1902, for the purchase of the sw¼ ne¼, se¼ nw¼ and lots 2 and 3 sec 6, tp 17 s, r 10 e, w m.

That they will offer proof to show that the land sought is more valuable for its timber or stone than for agricultural purposes, and to establish their claims to said land before J. M. Lawrence, U. S. Commissioner, at Deschutes, Oregon, on Saturday, the 1st day of August, 1903.

They name as witnesses: Florence W Drake, Ovid Riley, John I West, Frank Glass, Frank West, T O Harshman, Ben West, George Clendenning, Glenn Marsh, Richard King, O J Gray, C A Stanborrough, Charles J Cotter, Ora Poindexter, John Mitchell, James Alexander, Edward Whitney, John Bloss, all of Bend, Oregon.

Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before the said 1st day of August, 1903.

m29-j31 MICHAEL T. NOLAN, Register.

NOTICE FOR PUBLICATION.

Land Office at The Dalles, Oregon,
April 27, 1903.

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 J M Lawrence, U S Commissioner, at Deschutes, Oregon, on Friday, June 12, 1903, viz:

FRANK GLASS, of Bend, Oregon;

H E No 8735, for the S½ NE¼ and N½ SE¼ sec 29, tp 17 s, r 12 e, W M.

He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz:

W H Staats, Chas J Cotter, Ovid Riley and J R Benham, all of Bend, Oregon.

m8-j1 MICHAEL T. NOLAN, Register.

Timber Land, Act June 3, 1878.

Timber Land, Act June 3, 1878.

NOTICE FOR PUBLICATION.

U. S. Land Office, The Dalles, Oregon,
May 12, 1903.

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,

Barnam Roberts
of Louisa, county of Lawrence, state of Kentucky, has on Oct 27, 1902, filed in this office his sworn statement No 1426, for the purchase of the s½ nw¼ and lots 3 and 4 sec 1, tp 19 s, r 11 e, w m, 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 M. R. Biggs, U. S. Commissioner, at Prineville, Oregon, on Friday, the 31st day of July, 1903.

He names as witnesses: G Reed Roberts, John Steidl, M B Roberts, of Bend, Oregon, and Obadiah Hewson, of Green Lake, Wash.

Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before the said 31st day of July, 1903.

m29-j31 MICHAEL T. NOLAN, Register.

Timber Land, Act June 3, 1878.

NOTICE FOR PUBLICATION.

U. S. Land Office, The Dalles, Oregon,
May 12, 1903.

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,

George Millican
of Prineville, county of Crook, state of Oregon, has on Oct 23, 1902, filed in this office his sworn statement No 1400, for the purchase of the ne¼ se¼ and se¼ ne¼ sec 33 and s½ nw¼ sec 34, tp 19 s, r 15 e, w m, 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 W. A. Bell, U. S. Commissioner, at Prineville, Oregon, on Friday, the 31st day of July, 1903.

He names as witnesses: Charles H Dealy, William A Davis, John Elliott, George Kitching, all of Prineville, Oregon.

Any and all persons claiming adversely the above-described lands are requested to file their claims in this office on or before the said 31st day of July, 1903.

m29-j31 MICHAEL T. NOLAN, Register.
