

# THE BEND BULLETIN.

VOL. III

BEND, OREGON, FRIDAY, NOVEMBER 19, 1905.

NO. 34

## PROFESSIONAL CARDS

**U. C. COE, M. D.**  
OFFICE OVER BANK  
**Physician and Surgeon**  
TELEPHONE NO. 21  
BEND OREGON

REAL ESTATE BROKER AND SOLD. HARMS AND CITY ENGINEER.

**J. L. McCULLOCH,**  
Abstractor and Examiner of Titles.  
Land and Taxes Looked After for Non-Residents.

PRINEVILLE, OREGON

NOTARY PUBLIC INSURANCE

**A. H. GRANT**  
Agent for  
Liverpool, London & Globe, and  
Lancashire Fire Insurance  
Companies.  
BEND, OREGON

H. B. BUCKLEY, M. D. CHAR. S. EDWARDS, M. D.  
County Physicians.

**Drs. Belknap & Edwards,**  
PHYSICIANS AND SURGEONS.  
PRINEVILLE, OREGON.  
Office at corner of Whipple's Drug Store.

**J. M. LAWRENCE,**  
U. S. COMMISSIONER.

Notary Public, Insurance, Township  
Plats for Upper Deschutes Valley.  
BEND, OREGON

**Miss Grace Jones**  
TEACHER OF

**Voice & Piano**

Is now ready for pupils and can be fitted  
into residence on Ken Avenue and 10th  
Street. BEND, OREG.

**Crook County Realty Co**

Real Estate Bought and Sold.

Life and Accident

**INSURANCE.**

OFFICE OF BULLOCK BUILDING BEND, OREGON

**TRIPLETT BROS.**

**Barber Shop & Baths**

Best of accommodations and  
work promptly done.....

WALL ST. BEND, OREGON

**PRINEVILLE  
HOTEL**

Mrs. C. A. McDowell  
Proprietor

Talies and Rooms always clean  
and well supplied—Rates reasonable  
PRINEVILLE OREGON

Timber Land, Act June 3, 1899.

**NOTICE FOR PUBLICATION.**

U. S. Land Office, The Dalles, Oregon,  
July 29, 1905.

Notice is hereby given that in compliance with  
the act of Congress, June 3, 1899, 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, 1894, the following  
named persons, on June 9, 1905, filed in this  
office their sworn statements, to-wit:  
Frank McCaffry,  
of Redfern, county of Yernington, state of  
South Dakota, sworn statement No. 2295, for the  
purchase of the NW 1/4, sec 35, T 19 S, R 12 E,  
W 10.  
Edward H. McCaffry,  
of Bend, county of Crook, state of Oregon, sworn  
statement No. 2297, for the purchase of the  
NW 1/4, sec 35, T 19 S, R 12 E, W 10.  
That they will offer proof to show that the land  
is more valuable for agricultural purposes, and to  
establish their claims to said land before J. M.  
Lawrence, U. S. Commissioner, at his office at  
Bend, Oregon, on November 16, 1905.  
They name as witnesses: Frank McCaffry, of  
Redfern, South Dakota, Edward H. McCaffry,  
Joseph N. Hunter, Dan R. Smith and Charles D.  
Vetaz, all of Bend, Oregon.  
Any and all persons claiming adversely any of  
the above lands are requested to file their claims  
in this office on or before the said 16th day of  
November, 1905.  
MICHAEL T. SOLAN, Register.  
80-110

Timber Land, Act June 3, 1899.

**NOTICE FOR PUBLICATION.**

U. S. Land Office, Lakeview, Oregon,  
September 28, 1905.

Notice is hereby given that in compliance with  
the provisions of the Act of Congress of June 3,  
1899, 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, 1894, the  
following persons have filed in this office their  
sworn statements, to-wit:  
Charles D. Brown,  
of Bend, county of Crook, state of Oregon, sworn  
statement No. 300, for the purchase of the NW 1/4,  
sec 4, T 21 S, R 14 E, W 10.  
Auguste B. Eitelbeut,  
of Bend, county of Crook, state of Oregon, sworn  
statement No. 302, for the purchase of the NW 1/4,  
sec 4, T 21 S, R 14 E, W 10.  
Daisy E. Brown,  
of Bend, county of Crook, state of Oregon, sworn  
statement No. 306, for the purchase of the NW 1/4,  
sec 5, T 21 S, R 14 E, W 10.  
That they will offer proof to show that the land  
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 his office at Bend, Ore-  
gon, on Saturday the 9th day of December 1905.  
They name as witnesses: William Baldwin,  
Auguste B. Eitelbeut, Charles D. Brown, Daisy  
E. Brown and Charles McKinnon, 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 said 9th day  
of December, 1905.  
J. N. WATSON, Register.  
80-111

Raspberries, strawberries and all  
small nursery stock for sale by W.  
J. Buckley, Bend, Oregon.

## GRAIN & GRASS --: SEEDS :--

**Fancy Alfalfa Seed, Dry Land  
Alfalfa Seed, Winter Oats, Extra  
Fancy Imported Shadeland Won-  
der Oats, Fancy Clover Seed,  
Kentucky Blue Grass Seed and  
Vetch Seed.**

**FARM  
Implements**

Large and Complete  
Stock of Plows, Har-  
rows, Wagons, Harness  
and Builders' Hardware.

**BAKER  
Barb Wire**

In Carload Lots--  
"Waukeganita" Gal-  
vanized Wire, best on  
the Coast, will not rust.

**Bend Mercantile Co.**

BEND, OREGON.

## TIMBER LAND WANTED

I have completed arrangements whereby I can  
handle a number of good timber claims, in the Des-  
chutes timber belt, at once. Title must be perfect.  
I have special inquiry just now for land in Tps.  
21, 22, 23 and 24 S., R. 11 E., and if parties owning  
land there will communicate with me, it may result to  
the advantage of all concerned.

**J. N. HUNTER,**

General Cruiser and Land Locator  
BEND, OREGON.

**Because we are selling the same and better  
quality at a closer margin is a very good  
reason why you will find our store the  
best place to buy anything in the line of**

**Groceries, Drygoods, Furnish-  
ings, Shoes, Hardware, Sash and  
Doors, Paints and Oils**

**The PINE TREE STORE**

E. A. SATHER, PROPRIETOR

**Z. F. MOODY**  
GENERAL

**Commission and forwarding  
MERCHANT.**

SHANIKO, OREGON

Large, Commodious Warehouse. Consignments Solicited

Prompt attention paid to those who  
favor me with their patronage.....

Best Printing at The Bulletin Office.

## RULES ARE ADOPTED

To Govern Company's Re-  
lations With Settlers.

LANDS READY FOR PATENT

Visit of Officers of the Company--  
They Want to be Kept Informed  
of Settlers' Desires.

President Turney, General Man-  
ager J. O. Johnston and Assistant  
Secretary Baldwin, of the D. L. &  
P. Co., were in Bend Wednesday  
night. They came in from the  
railroad Saturday and visited Red-  
mond. Monday they went to Prine-  
ville. Wednesday they drove out  
to Bend from Prineville, making  
detours to the southward from the  
county road, and yesterday they  
went down the other side of the  
triangle to Redmond, from which  
place they go to Shaniko. Messrs.  
Turney and Johnston return to  
Columbus and Mr. Baldwin to  
Portland.

This was Mr. Baldwin's first visit  
to the Deschutes country. Though  
he had as a stock holder and officer  
of the company, taken great interest  
in the region, this inspection of the  
ground was a revelation that fairly  
made him an enthusiastic boomer.  
The lay of the land, the soil, the  
products, the reclamation enterprise  
all surprised him and he did not  
hesitate to say that the possibilities  
of development were greater than  
he had ever dreamed of. He has  
taken ditch land near Bend and  
means to make a model farm there.

Mr. Johnston expressed himself  
as well satisfied with the progress  
of affairs. The settlement with  
the state land board, he said, was  
favorable to all interests—the set-  
tlers and the company—because it  
relieved the situation of many ele-  
ments of uncertainty that had hung  
over it. The adoption of rules and  
contract forms and the definition of  
purchaser's qualifications for the  
first time placed those matters  
where the state was committed to  
something definite. Hereafter Mr.  
Johnston said there would be no  
ground for dissatisfaction. He would  
always be glad to know how the  
interests of the settlers could be  
promoted and would aid them in  
every practicable way.

A Salem dispatch to the Portland  
Oregonian gives this summary of  
the requirements of the state land  
board touching the acquisition of  
lands in the Deschutes valley (both  
sides) reclaimed under the pro-  
visions of the Carey law:

In order to secure reclaimed lands a  
man must make an application to the  
state land board, specifying the tract  
desired. In this he must make affidavit  
that he has not directly or indirectly  
made any previous purchase of land  
of the kind described, and that neither he  
nor any one for him has made a contract  
to purchase the same, in excess of 160  
acres, and that he has not made any  
agreement, express or implied, for the  
disposal of the land applied for.

The affidavit must be signed in the  
presence of two witnesses, each of whom  
must make affidavit that he knows the  
applicant, that he saw him sign his name,  
and that he believes the application was  
made in good faith for the applicant's  
own use and benefit. The notary public  
or other person taking the affidavit must  
certify that he is personally acquainted  
with the applicant and with the witness-  
es. The applicant and the witnesses  
must give their postoffice address and  
the street and number of their resi-  
dence. With all these precautions taken,  
it is believed that there will be no  
fraudulent use of dummies or fictitious names,  
for detection would be easy.

In order that the settler may be fully  
advised as to their rights and duties, the  
application has numerous notes of in-  
formation printed in so conspicuous a place  
that no reasonably careful man could  
fail to read them. In these the appli-  
cant is informed:

That the state assumes no responsibility  
whatever for the construction and  
operation of the irrigation system; that  
when a deed is applied for the board will  
require satisfactory proof that the appli-  
cant is an actual settler upon the land  
applied for; that deeds will not issue  
until the land has been patented to the  
state, the lien of the irrigation company  
satisfied and the release of lien filed with  
the state land board; that the cost of the  
land to the settler is the amount of the  
lien for the cost of reclamation, with  
interest at 6 per cent from the date of  
reclamation; that the annual charge for  
maintenance is \$1 per acre.  
The rights of an applicant can be as-  
signed only to a person qualified to pur-  
chase reclaimed land in the first in-  
stance, and the assignment must be wit-  
nessed by two persons. In addition to  
that, the assignee must also make affi-  
davit, giving his postoffice address, and  
declaring that he has not been the pur-  
chaser by assignment or otherwise of  
more than 160 acres of reclaimed land.  
The state land board has given its  
approval to forms of applications, con-  
tracts, releases of liens and deeds, to be  
used in disposing of reclaimed land.

These forms are much more favorable to  
the settler than those heretofore in use,  
and in order that all may be placed upon  
an equal footing the company today filed  
an agreement by which it leaves any one  
of four options open to settlers who have  
already made contracts with the com-  
pany:

First—The settler may retain his old contract  
and when he has complied with its provisions re-  
ceive a deed from the state without any of  
the provisions objected to in the contract.

Second—The settler may surrender his old  
contract and receive a "new one" in the form ap-  
proved by the board.

Third—The person holding an old contract  
may pay the amount due thereon and receive a  
deed from the state when the state is ready to  
issue.

Fourth—The holder of a contract may pay the  
principal within 30 days and all interest will be  
cancelled.

The new partial-payment contracts  
carry non-negotiable notes, and recite  
that the notes are a part of the contract, so  
that the settler is fully protected against  
the sale of his note to an innocent pur-  
chaser. This is one point for which the  
settlers' association strongly contended,  
and in which the state land board upheld  
them.

After the approval of the rules and  
forms, the state land board signed a cer-  
tificate to the department of the interior  
showing that 14,386 acres of land in  
the Deschutes tract had been reclaimed,  
and as soon as the department issues a  
patent the land will be ready to be de-  
eded to settlers. The land certified as re-  
claimed includes all that lying within a  
mile of the company's canal and in such  
a position that water can be turned upon  
it. Following are the rules adopted:

First—The Deschutes Irrigation & Power  
Company, its successors or assigns (for con-  
venience hereinafter called "the company") shall  
be required to furnish a supply of water for each  
tract in the lists for patent sufficient to thor-  
oughly irrigate and reclaim it and to prepare it  
for the ordinary agricultural crops.

Second—The irrigation season shall be from  
April 1 to November 1 of each year, and during  
the period of maximum use from May 20 to  
August 20 (90 days) of each year, the company  
shall deliver to each settler, his heirs, personal  
representative or assigns owning land reclaimed  
under contract with the state of Oregon (for con-  
venience hereinafter called "the settler") an  
amount of water, measured at the point of de-  
livery to the settler, which will cover the water  
irrigable land to a depth of 1 1/2 feet. If the  
supply of water is found to be in excess of that  
required during the period of maximum use,  
the excess shall be available for use on other  
land, or it may be changed with approval of the state land  
board to conform with the recommendations of  
the chief of irrigation investigations of the  
United States department of agriculture.

Third—Water shall be delivered to the lands of  
each settler at the highest practical point of  
delivery which can be reached by a gravity flow,  
which point or points are best adapted to re-  
claim all the irrigable lands owned by such set-  
tler. Said point or points of delivery shall be  
ascertained and determined by the chief en-  
gineer of the company, and in case of dispute be-  
tween the chief engineer of the company and the  
settler as to the proper point of delivery, the  
question shall be submitted to the state engineer,  
whose decision shall be final.

Fourth—The settler shall construct all neces-  
sary distributing ditches from the point or points  
of delivery to his lands for the proper irrigation  
of his own lands, and shall keep the same in  
good repair at his own cost and expense.

Fifth—For the period of four years the annual  
maintenance charge shall be paid on the irriga-  
ble land in each tract on the first day of Novem-  
ber of each year, after which time one-half of  
the annual maintenance charge shall be paid on  
the first day of August and one-half on the first  
day of November of each year at the office of the  
company in Crook county, Oregon. Persons  
in arrears for 30 days shall not be entitled to the  
use of water until such arrears are paid. Nothing  
in these rules contained shall alter or affect the  
rights of the company under its contract with  
the state of Oregon and of the legislature of  
Oregon.

Sixth—Each settler shall be entitled to use  
water only on the land segregated by the com-  
pany.

Seventh—If from natural cause there should  
be a shortage in the water supply, then the  
amount of water which each person or persons  
shall represent such part of the aggregate  
quantity of water as his full amount bears to the  
total amount of water under the Carey law re-  
claimed. In case of shortage from other than  
natural cause a proportionate deduction shall  
be made by the company in its annual charge for  
maintenance.

Eighth—The company shall be required to  
construct, maintain and operate a telephone or  
telegram line or lines over its lands, in such  
order that it may be in quick communication with  
the source of supply, enabling it better to carry  
out the distribution of water.

Ninth—All persons are forbidden to disturb,  
pollute or cause to become impure, the water  
in any of the canals, laterals or sub-  
laterals of the said company, or to allow any  
act to be done by which the same may become  
so, and shall not erect or cause to be erected or  
placed within 100 feet of any canal or lateral  
ditch of the irrigation system of the said com-  
pany any stable, corral, hog-house, poultry-  
house or yard, hatching-house or yard, water-  
tower, cesspool, manure pile, compost heap or  
other structure or inclosure or condition  
productive of odor or any refuse injurious to health  
that might be found in the water in the canals or  
ditches, or to permit any domestic animal or  
poultry, garbage, offal, manure, slops or refuse  
of any kind within his control to be in or in any  
way to be carried on or near the said canal or  
ditch.

All persons are also forbidden to pollute or be-  
litter in the manner above stated or otherwise the  
water in ditches, canals or laterals, or to allow  
water in ditches, canals or laterals to terminate  
within 100 feet of the Longlake river, or to  
allow any person to violate any of the provisions  
of this rule. The company shall notify him at  
once in respect therefrom and if such person shall  
not at once comply with said notice, the com-  
pany shall immediately shut off the said person's  
supply of water.

Tenth—All or any of the above rules and reg-  
ulations may be changed or amended and such  
other rules and regulations as later experience  
will show advisable may be adopted. However,  
such changes, amendments or new rules and reg-  
ulations shall become operative until approved  
by the state land board.

Eleventh—It shall be the duty of the state of  
Oregon to cause a copy of these rules and reg-  
ulations, or of such other rules and regulations  
as may subsequently be adopted by the state  
land board, to be placed upon the deed records of  
each of the counties in said state in which any  
of the lands reclaimed by the state of Oregon is  
located, and to be available to the public.

## COMING ON TO BEND

Railroad Surveyors This  
Side of Forest.

GETTING READY FOR BUILDING

Harriman Lines Have Set Aside \$4,  
160,000 for New Roads  
in Oregon.

"Those Oregon Eastern surveyors  
who are working toward Bend  
from Madras are certainly doing  
more than making a preliminary  
survey," said Tom Sharp, who was  
at Hotel Bend last night. "I am a  
civil engineer myself and know  
they are doing work that is only  
done when actual construction is  
in view. Sometimes they spend  
four or five days on one mile and  
are doing all the cross-section work.  
Whether it is the intention to fol-  
low the surveyors with actual con-  
struction or not, those engineers  
are certainly making a survey that  
is complete in all details required  
for making the railroad grade. Any-  
one familiar with this work can  
verify this statement by check-  
ing up on their stakes for a short  
distance. When fifteen men work  
several days on a mile of survey  
you can be pretty sure they are  
doing thorough work."

When Mr. Sharp came over the  
road a week ago the survey camp  
was on the north side of Crooked  
river a short distance beyond the  
Forest bridge. Yesterday the camp  
was just south of Forest and the  
men were evidently making a very  
careful examination of the route  
out of the Crooked river bottom.  
They were calculating the extent  
of grades, cuts, fills and borrows  
with so much care that it is evident  
their work is to be the basis of  
actual construction. They seemed  
to be following the old line of the  
Columbia Southern Extension, but  
whether a detour to accommodate  
the new town of Redmond will be  
made cannot yet be ascertained. If  
such detour is made it will necessi-  
tate entire relocation of several  
miles of the line. If it is not made  
and the old line is followed to Bend  
the survey party ought to be here  
in about a week.

General Manager O'Brien, of the  
Harriman northwestern lines, this  
week gave out the statement that  
\$4,160,000 had been set aside for  
building new lines in Oregon in  
1905-6, though he could not say  
just where this construction would  
take place. Some have assumed  
that it meant the construction of  
the Natron-Ontario line. Mr.  
O'Brien figures that the Harriman  
lines will spend \$24,000,000 in rail-  
road construction and betterments  
in Oregon in the coming year. He  
gives details for all but the \$4,160,-  
000 to be devoted to construction of  
new lines not yet named.

## Settlers on Ditch Lands.

REDMOND, Or., Nov. 7.—Below is a  
partial list of settlers who are now on  
their lands breaking ground preparatory  
to putting in spring crop:  
S. G. Rundlett, from Salem, Or., NW 1/4  
SE 1/4, Sec. 27, 14-13.  
E. M. Eby, from Prineville, Or., S 1/2  
SE 1/4, 14-13.  
John Tack, from Salem, Or., SW 1/4  
SW 1/4, Sec. 3, 13-13.  
F. H. Woods, from Salem, Or., SE 1/4  
SW 1/4, 13-13.  
W. J. Sturtevan, from Ritzville,  
Wash., SW 1/4 NW 1/4, Sec. 35, 14-13.  
Matei Kulesch, from St. Petersburg,  
Russia, NW 1/4 NW 1/4, Sec. 3, 13-13 and  
SW 1/4 SW 1/4, Sec. 24, 14-13.  
R. H. Miller, from Cline Falls, Or.,  
SE 1/4 NE 1/4, Sec. 8, 15-13.  
J. W. Harrier, from Cline Falls, Or.,  
SW 1/4 NW 1/4, Sec. 9, 15-13.  
G. G. Groves, from Spanaway, Wash.,  
NE 1/4 NE 1/4, Sec. 24, 14-13.  
P. Forest, from Prineville, Or., SE 1/4  
NE 1/4, Sec. 25, 14-13.  
Sheridan Sroufe, from Prineville Or.,  
NW 1/4 NE 1/4, 14-13.  
J. A. Wedin, from Valley City, North  
Dakota, E 1/2 NW 1/4, Sec. 24, 14-13.  
Milo Covert, from the Province of  
Alberta, Canada, SW 1/4 SE 1/4, Sec. 5,  
15-13.  
West Pugh, from Seattle, Wash., NW  
1/4 NE 1/4.  
W. B. Lamb, from Coeur D'Alene,  
Idaho, SW 1/4 SW 1/4, Sec. 8, 15-13.  
J. W. Slaughter, from Portland, Or.,  
S 1/2 NW 1/4, Sec. 3, 15-13.

The Columbia Southern Irriga-  
tion Company shut down all its ir-  
rigation work Wednesday and  
turned the water out of its ditches  
for the season.

The Arnold irrigation flume has  
been completed and conveys water  
to a point about a mile and a half  
below the headworks. The re-  
mainder of the work will simply be  
the making of the ditch through  
the land.