

ABLE LETTER TO DESERT BOARD

COUCH, FOR SETTLERS, MAKES COMMENTS

Laidlaw Man Addresses Communication to State Authorities, Taking up Various Phases of Columbia Southern Difficulties.

The following is a copy of a letter addressed to the State Land Board which states the sentiment of the settlers of the old Columbia Southern segregation at Laidlaw. It is of interest to all irrigators as it clearly states the position and contentions of the men who are working to set things going as they should in the Laidlaw country:

Laidlaw, Ore., June 26, 1912. Hon. Desert Land Board, Salem, Ore. Gentlemen: I am in receipt of your letter under date of June 14, written in your instructions and signed by Mr. John H. Lewis as secretary of your board; you state in this letter that "there has been more than usual difficulty experienced here this season in the collecting of maintenance" and ask that I use what influence I may have in assisting to correct a mistaken idea which seems to be general here that as this project is under the control of the state that Mr. Alma D. Katz has no right to collect the maintenance for this season. Your letter does not request in answer but I deem it only fair to the contract holders and those interested here that it should be answered and have concluded that the best way is by open letter, as there are many here who desire information upon the points in this controversy which will be brought up in this letter.

You speak of the temporary rules enacted in force last season which were readopted this year; will you kindly state when, where and at the instigation of whom these rules were made and if so made last season why were not the contract holders furnished with a copy of the same by your board or the company and if rule No. 5 is as you state it must have been badly misconstrued by those in charge of the project here.

At a meeting of your board in the early part of 1911 you adopted a resolution to the effect that at any time there was to be a modification of any contract with an operating company on the Carey act project in the late the settlers on that particular project were to be notified in ample time to enable them to have representation at such meeting. Now at the time you entered into this last contract with Mr. Katz was this done? Is it not a fact that he was given the contract for the distribution of the water here this season without the knowledge of any one interested except your board, himself and associates? And will you further explain by what law or authority this contract was given Mr. Katz of the old Columbia Southern Irrigating Company's contract was presumably canceled about March 1, 1912—why was the law which seems to be so very plain on the methods to be pursued upon the cancellation of a contract of this nature so utterly disregarded? And if the project referred to the state while the law was being allowed to take its natural course why was not the water master placed in charge of the distribution of the Tumalo is an adjudicated stream? And why should Mr. Katz be given the contract for distribution as his contract merely means an option for very near one year on the entire project and solely without consideration. We know of course that Mr. Katz and his associates acting under the name of the Oregon, Washington & Idaho Finance Co. were at some expense here two years ago for surveys etc., but does the fact that they were unable to make good on the contract they had at that time entitle them to further consideration at your hands and the contract holders' expense?

You refer to the bond of \$5000 given by Mr. Katz but do not state that this bond is for. We will presume, however, that it is for the faithful performance of his contract for the distribution of water. In that way can the state or your board be damaged should he fall in all or by part of this contract, and what recourse has the farmer, who is certainly the one most vitally interested, if there should be a forfeiture of this bond? And, again, according to the statement made to Mr. C. W. Allen by a member of your board (Mr. John H. Lewis) any bond given the state is of little value as only one such bond has been collected by the state.

In reference to there being more than usual difficulty here this year in the collection of maintenance, if your board has been informed that this is the case the information is plain. It is a fact, however, that the plea that Mr. Katz and his irrigation manager, Mr. John B. Wimer, have been trying to enforce has made it very hard for some of the settlers, and as it does at this time of the year, but that there has been but two of the contract holders who have

raised any question as to the payment of maintenance. One of these offered to settle with bankable note contingent upon the delivery of water, and the other made an actual tender of the amount claimed for this year but was refused water on account of previous differences and I think it only fair to say that had there been even ordinary business judgment shown by those in charge of the collection that either case could have been adjusted without notoriety. If there had been more than usual trouble here this season, it would not have been surprising as in some cases there has been just cause for complaint as to the manner in which the distribution is being conducted. As an instance for your notice will say that on June 13 there were no ditch riders or irrigation manager on duty on the segregation as one of the riders was ill at home while the other rider and the manager were in attendance at a circus at Redmond during the day. This might have been permissible had matters been running in a smooth way, but on June 12 a break occurred in one of the main laterals, leaving the settlers under that lateral with only domestic water for two days and nights, and at a time when the best possible use was being made of water. The irrigation manager had full knowledge of this break on the day it occurred, yet no effort was made to repair it until June 14. Another break has just occurred that has caused a shortage of water under that lateral and it was caused entirely, by negligence. I merely mention these instances to show you that should the settlers complain they would have simple cause for doing so.

In paragraph 2 of your letter you state that settlers on Carey act projects have only such rights as they have acquired through their contracts, the board of control adjudication and the rules of your board. We are very glad to have you make the statement that we even have these rights, as matters have dragged along here we had about concluded that all rights the settler has had also been canceled; and if we can only get protection even in a part of the rights you name, we will be more than satisfied. In this connection I wish to call your attention to an occurrence of last winter when the settlers were compelled to call in the services of the water master in order to get sufficient water to fill the cisterns and reservoirs for domestic use. What was the result? Within a short time your board requested the board of control to instruct the water master to keep his hands off this project, and this you did wholly upon the representation of O. Laurgaard, who was acting for the Oregon, Washington & Idaho Finance Co. This is only one instance where you have made rules solely upon the suggestion of the operating company or individual as the case may be, and have not even gone to the trouble to find the truth of the matter. Do you think this is giving the contract holder a square deal, to merely take the representation of a man like Laurgaard without question, when his very attitude from his first connection with this project has been to ignore the rights of the settler. Mr. Katz also employs as irrigation manager Mr. John B. Wimer, a man who owns an interest in an adverse claim to the water of Tumalo creek. It is only natural that he would protect his own interests in a time of shortage. This one fact many of the settlers deem unfair.

If the conditions prevail here as your letter would indicate, why did not Mr. Lewis on his recent trip here endeavor to get the matter adjusted? While the contract holders do not crave his society, yet was it not in the line of his duty as a state officer to take these things up with those who were so much in error and he could have helped Mr. Katz much more personally than he could by letter.

In conclusion I will say that if you will kindly answer the above questions and prove to me that your actions have been for the best interests of all concerned, and also that the new contract which you propose to give Mr. Katz is in any way fair, then I will most gladly give you my best efforts toward the settlement of any difficulties which you think exist here. Respectfully,
J. R. COUCH.

LOOKOUT ON BLACK BUTTE

Sentinel Will Be Stationed on High Peak in Rich Timber Belt.

Private owners of timber land, in co-operation with the forestry service of the United States, have arranged for a sentinel on Black Butte this summer. This peak, 6500 feet high, overlooks a vast territory in northwestern Crook county where there is much very fine timber. A forestry telephone line runs by the foot of it, and a wire has been strung by the forestry people from the top of the butte to connect with this, giving direct communication with the local office and nearby ranger stations. At the foot of the butte a camp is established, and each day a watcher ascends to the top and with powerful telescope surveys the surrounding territory for indications of fire. Whenever smoke is observed in the timber, a report is made over the phone to the nearby ranger station to investigate.

The expense of maintaining the sentinel is not great and it is expected that much good will result in the way of preventing fires.

WHAT KINDNESS WILL DO.

There was a day when Mother Han Didn't prance around so sweet. Her picture wasn't in the press, Nor did she live so well.

She roosted on the rough grindstone And froze up in the tree. Old skunk and fox and long eared owl Oft gobbled her with glee.

She stole feed from the corncrib Or from the slop-bar'l rim She reached to drink the sour swill And, kerlop, she fell in!

She scratched in the foul dung pile And in the dark horse stable. And thus a living she picked up So far as she was able.

Her color was like calico. Of eggs she laid a few. Her meat—well, it was fairly good. Through some too tough to chew.

But some one pitied this poor hen And gave her a fair chance. And she returned the kindness With a marvelous advance.

She's now the billion dollar hen Of whom we're all so proud. Her rooster's cock of the high perch. No wonder he crows loud!

She's got the gold mines skinned a mile. The wheat and cotton fields. Are just back numbers when compared With what bright Biddy yields.

Now, that's what thought and kindness did With a discouraget hen. You bet it works with fiddy! You bet it works with men!

C. M. BARNITZ.

THE FALL OF TURKEY FORETOLD

The dire prophecy has been handed down from the seats of the mighty at Washington that 1920 will see the end of the turkey tribe if the present rate of decrease continues.

In 1900 there were 8,504,005 turkeys in the United States. In 1910 there were but 3,098,708, a decrease of almost 3,000,000. In the same decade chickens increased from 23,500,921 to 280,345,133.

The whole truth in a turkey egg-shell is that the United States department of agriculture has neglected turkey culture, and the state experiment stations have done little to conserve the turkey, with the exception of Rhode Island, which has done more to help turkey breeders than Washington and all the other states taken together. It has been all chickens and eggs. Even the quecks have received more attention than the juicy, money making turkey, and the farmer without reliable information has gone on and labored and ill fed his turkeys to death, so that today the United States is nearly all in the turkey graveyard belt.

Now Washington turns her conservation searchlight on the turkey remnants and commands us to hustle or there will be a turkless Thanksgiving and Christmas in 1920.

But, oh, you Washington big game, why not get out some practical turkey data for the turkey raiser? And, oh, you experiment stations, why not put some time and state appropriation on this question and help "save the turkey"? And, oh, you directors of farmers' institutes, why not compel your poultry lecturers to qualify on turkey culture and thus spread reliable turkey information throughout the states? When the powers that be combine with breeders in a campaign for the conservation of the turkey then and then only will turkdom prosper.

NEW CROOK COUNTY MAPS.

The Bulletin has in stock a number of the new Crook county white print maps, showing all roads, rivers, irrigated lands, towns, township and section lines. The maps are bigger and more comprehensive than any other maps and are carefully printed on heavy white paper. They retail at \$1.00 each, postage 10 cents. If

WHY NOT PLAN A

CORKE'S SPECIAL

For Sunday, July 14th?

Vanilla Mousse

The daintiest goodie you ever tasted

Remember That You Can Order By Phone And That We Make Deliveries. We Make And We Wholesale Our Own Ice Cream. Hotel Trade A Specialty.

CORKE'S

RECORD OF TRANSFERS

Deeds and Patents Recently Filed at Prineville With County Clerk.

W. H. Staats to C. S. Hunter, its 5 and 6, blk 11, Deschutes addition, Bend.

Sarah P. Glenn to Mary Glenn Butler, n 1/2 ne 1/4 and n 1/2 nw 1/4, sec. 12-17-21.

Alta D. Hatten to George S. Geis, ne 1/4, sec. 9-15-12. \$3000.

Donald V. McIntosh to Bend View Co., s 1/2 sw 1/4, sec. 29-17-12.

Henry Linster to John O'Donnell, it 12, blk 11, AAubrey Heights.

D. H. Hannas to John N. Hannas, it 16, blk 15, Lytle add., Bend.

A. A. Green to J. A. Thompson, se 1/4 se 1/4, sec. 25-15-12.

State of Oregon to Henry Albers, sec. 16-15-25. \$1600.

David Hill to school district No. 34, its 3, 4, 5, 6, 11, 12, 13 14 of block 11, Harper.

J. H. Bean to Ray H. Wright, it 3, blk 27, Bend.

Patents: Cora M. Boyer, e 1/2 sw 1/4 sec. 22, and e 1/2 nw 1/4, sec. 27-18-12.

Sadie A. Niswonger, n 1/2 sw 1/4, nw 1/4 sec 1/4, sec. 24-19-11.

CARD OF THANKS.

We wish to thank all who aided us during and after the fire last week. THE INNES FAMILY.

Cost of Brick vs. Cost of Frame

Some people think that "Brick is too expensive." This is a great mistake.

The price of lumber has advanced until a house can be built with 8 inch solid brick walls for only a slight extra cost over frame.

Not over 6 per cent, to 8 per cent, and in many cases at the same price as frame.

The difference is soon wasted by painting and excessive repairs and cost of heating on a frame house. Also, the cost of insurance is greatly lowered.

In a short time a brick house has cost less than wood. We have the figures and can prove it.

However much the relative cost of Brick and Wood may vary in different localities, the first cost and maintenance of a wooden house soon exceeds the first cost and maintenance of a Brick House.

When You Build Use Brick

BEND BRICK & LUMBER CO.

FOREST FIRES MENACE PROSPERITY

A little care on YOUR PART may result in the saving of THOUSANDS OF DOLLARS to CITIZENS OF OREGON. Do you realize that Oregon Timber pays about one-third of the State's taxes? That Oregon's Forests distribute more wealth in the State than Grain, Fruit, Vegetables and Fish combined? Good Citizenship Demands Observance of the Forest Fire Laws.

Oregon Forest Fire Association

718-719 Yeon Building, Portland, Oregon.

STORAGE AND FORWARDING.

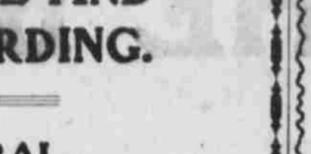
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The United Warehouse Company

W. H. BENTLEY, Manager.
Bend, Oregon.

Repeating Shotguns

\$19.50 to \$95.00



solid frame and take-down, many grades and styles, with special models for trap and field shooting, etc. The most extensive line of repeating guns in the world.

Every Marlin repeating shotgun has the Marlin solid top, slide ejector and closed-in breech. It can't freeze up with rain, snow or sleet; rain can't run into the action and swell the shells in magazine; dirt, leaves, twigs and sand are also excluded from the action. Simple, strong mechanism; non-third loss parts than any other repeater. The double extractor pull any shell. Handles rapidly, guaranteed in shooting ability—and the automatic recoil-absorber lock makes it the safest breech loading gun built. Be sure you get a Marlin. DO IT NOW! Send three stamps postage and get our big catalog of all Marlin repeating rifles and shotguns by return mail.

The Marlin Firearms Co.
24 Willow Street, New Haven, Conn.

A classified ad in The Bulletin is read by hundreds and brings the advertiser good returns for the money invested.

Father

ought to have his picture taken because he hasn't had a photograph since that funny looking one in the cut-away that he was married in. Yes, mother says it was a good one of him as he looked then, but really, for the sake of the family, there should be one of him as he looks now.....

The Seward Studio.

H. P. Smith

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