

WIMER MAKES REPLY TO COUCH

GIVES PUBLIC HIS SIDE OF MATTER

Columbia Southern Irrigation Manager Says Accusations Made Against Him in Letter to Desert Land Board Are Unfounded.

Recently The Bulletin published a letter signed by John R. Couch of Laidlaw in reference to irrigation matters in that vicinity, and containing some complaints regarding John H. Wimer. Below is published a reply from Mr. Wimer, setting forth his side of the case:

Laidlaw, Ore., July 17, 1912.

To whom it may concern:

Whereas a certain letter to the Desert Land Board of the State of Oregon, purported to have been written by John R. Couch, of Laidlaw, Oregon, and published in the Bend Bulletin under date of July 19, made a number of malicious, unjust and untruthful assertions and accusations against me in the matter of distribution of water and enforcement of rules in connection with the collection of the 1912 maintenance under the Columbia Southern project, I believe it is my duty to answer the assertions and correct any false impressions that may have resulted from them. To anyone personally acquainted with me and the work of distributing water for the old Columbia Southern project, including the authors of the letter above referred to, I feel that no explanation is necessary; but, as false impressions may be formed without an explanation from me, especially by those not familiar with the true conditions as they exist here, I take this opportunity to explain matters to the public and hope to show that the accusations in the letter are absolutely false and unwarranted.

In his letter Mr. Couch assails Mr. John H. Lewis, State Engineer, Mr. Alma D. Katz and Mr. O. Laurgaard, as well as myself. As to the truth of the accusations against those other than myself, I will have nothing to say, as I believe they are able to answer for themselves; but judging from those against myself it is very easy for me to form my own personal opinion in this letter I am only defending an attack that was made on me personally.

One would draw the conclusion very easily from Mr. Couch's letter that he voices the sentiment of the whole community; but this I dare say without fear of contradiction is not so, for out of a total of 64 contract holders and settlers, that are entitled to receive water this season, he probably voices the sentiment of about 10 dissatisfied ones, among whom he may be classified as a leader, as shown by his letter.

To begin with, every assertion Mr. Couch made against me, with one exception, is false and I can substantiate this with proof, among my records in my office at Laidlaw.

He charges me with the enforcement of unreasonable rules in the collection of maintenance for the season of 1912. The rules for the distribution of water and collection of maintenance fee are laid down to me by the Desert Land Board, the degree of the adjudication of water rights and the clauses in the contracts under which the settlers own their water rights. The rules adopted and approved by the Desert Land Board for the collection of maintenance fees for this project were prepared and presented by the committee of three, Mr. Lewis representing the State and Desert Land Board, Mr. Allen representing the water users and Mr. Laurgaard representing the irrigation company. I have collected the maintenance according to the rules laid down and in all my dealings with the settlers have been guided by them. Before the commencement of the irrigation this year I notified each contract holder who was entitled to receive water that one-half of the maintenance would be due on or before April 15, and if so paid the other half could run until November 1. But, upon failure to meet these terms water would be furnished until June 1, at which time all the maintenance for the season would be due and if not paid the water would be turned off until paid. During the spring while cleaning the ditches I gave work to all who could and wanted to work, applying the amounts earned on the maintenance and paying cash where there was a balance. Out of the 64 contract holders who were entitled to water, 54 settled either one-half or all by June 1; two refused to pay; and eight ignored the notices altogether. The ten in the two latter classes have received no water since June 1 and then in his letter Mr. Couch asserts that only two refused to settle. Where do you get your information, Mr. Couch?

Next he claims there is just cause for the complaint against my manner of distributing the water. If you will kindly refer to the record of gage heights obtained from the Geological Survey Station at the headgate of the Columbia Southern canal, you will

find that during the month of May 4250 acre feet and in June 6540 acre feet were delivered into the canal, of a total of 10,790 acre feet in two months. From the reports of the ditch riders 3369.85 acre feet were actually distributed at the measuring boxes of the water users for 2471 acres, for the same period, thus showing almost enough water pro rata for each acre to equal the amount adjudicated each acre for the whole season. The lands were adjudicated 1.8 acre feet per acre for the whole season, which on the above acreage would amount to 4447.8 acre feet for the season; but 3369.8 were actually delivered in only two months, and still Mr. Couch is not satisfied.

Then Mr. Couch criticizes and assails me for going to Redmond to attend a circus on June 18. This is the one exception where he told the truth, and would have needed no explanation from me had he stopped there. He goes on to state, however, that the ditch broke on the 12th and nothing was done towards repairing it until the 14th. I can prove to Mr. Couch or anyone that, after trying to get a man to help me, I went out during the afternoon of the 12th repaired the break and had the water turned into the ditch again by 6 p. m. all by myself. I followed the water down to Couch's place and arrived back at Laidlaw at 10 p. m. On the 14th I was on duty riding the ditches during the absence of one of the riders, who was sick, and found on that day that Mr. Couch was receiving a good head of water. During the day of the circus there was one ditch rider on duty, the other one being sick, and I learned that he left his home at 4 o'clock and rode his division before he went to Redmond. There was a slight break in one of the canals on the 18th, but it was on the lateral that did not affect Mr. Couch and it was repaired immediately. The same ditch broke again on Saturday, June 22, which Mr. W. N. Ray and myself repaired Sunday, spending almost the entire day there with a team. About Monday noon the same ditch broke again, which necessitated the placing of about 265 feet of fume. As it took some time to set lumber on the ground and build the fume, the break was not completely repaired until Friday morning, the 25th. Mr. Couch infers that these breaks were due to my negligence, but I can hardly see how I could have prevented them, for after investigating the cause as thoroughly as possible I am inclined to think it was the work of some meddler who intentionally closed down a headgate on the lateral, thus causing the ditch to overflow. The ditch rider on that division reports that the headgate was well wedged up and in the same condition that it had been in for the last two years, and it is a rather peculiar coincidence that the headgates on this particular lateral should drop down repeatedly and cause trouble when the other gates are wedged in the same manner and never cause trouble. Mr. Couch assumed that these breaks were on his lateral, but a casual glance at the location of the ditch will show that it was not.

A few words in regard to the reason for some of the settlers calling upon the water master to give them water for domestic use last spring may not be out of place. On October 15th, 1911, all the settlers were notified to store water for domestic use as it had been the custom to close down the canal some time during November for the winter. The water was turned off on November 17 and found some of the settlers short of water for the winter. As we laid off the man stationed at the headgate of the canal at the same time the water was turned off, in order to accommodate some of the settlers I turned the water into the ditch twice during the winter, when it was possible to do so, to give those that were short an opportunity to store water in their cisterns and reservoirs. Some of the settlers still failed to fill their reservoirs and consequently were short of water, but whose fault was it? During February I turned the water into the ditch somewhat earlier than usual to give these people water for domestic use, but had to turn it off before any benefit resulted on account of snow and ice in the ditch, together with the frost in the ground, made it very dangerous to run water in the canal, and then it was that some of the settlers appealed to the water master to turn water in the ditch. The water master wishing to do his duty and thinking that it was within his jurisdiction to do so, returned the water on, upon his own risk, and furnished water to those short for domestic use. Mr. Katz naturally resented the interference with the management of the canal and inquired into the right of the water master to act in a case of that kind, with the result that he was notified by the water superintendent to keep hands off as it was not within his jurisdiction.

Mr. Couch seems to be very much put out by the fact that I own a small interest in another ditch which has a prior right from the Tumalo Creek. He seems to think that this is absolutely unfair as he believes that I would be inclined to favor those "adversers rights" as he states. This is very small indeed of Mr. Couch and were he fully acquainted with the workings of the adjudication he would know that were I even disposed to such a course as he suggests it would be impossible for me to regulate the amount turned into the various ditches. That is the duty of the water master. I wish to state that I am always looking toward the best interests of the settlers and doing everything in my power to serve them as far as possible. I wish to cite the example of last year and the action of the water master after he had received complaints to the amount of water running in the Wimer canal. About Aug. 1, 1911, we were running about 58 second feet in the Columbia Southern canal when the complaint was registered to the water master. After measuring the amounts of water flowing in the Columbia Southern and Wimer canals he found there was an excess in both of the canals and refused to turn water out of the Wimer canal there was still a surplus of 28 second feet in the C. S. canal, according to the terms of the adjudication. On August 5 I accompanied him while he made several measurements of the canals and he found about the same conditions as existed before. He refused to turn any water out of the Wimer canal as there was still a surplus in the C. S. canal. At my own suggestion, however, to my father, the water was lowered about 6 second feet sometime between the 7th and 12th of August which increased the flow of the C. S. canal to about 63 second feet. This, computed on a basis of about 2,000 acres irrigated, is at a rate of one second foot per 32 acres in place of one second foot for 70 acres, the amount stipulated as a maximum at the headgate in the adjudication. Now that is how I protected my own interests in time of shortage; that is how I hogged the water to Mr. Couch's detriment; that is the way I was unfair to the interests of the settlers under the Columbia Southern project; and that is undoubtedly the reason that Mr. Couch should assail me in his boyish and absurd manner because I am irrigation manager of the Columbia Southern project and at the same time own a small interest in another canal.

Mr. Couch does not seem to think much of my business ability because I refused to accept a bankable note, contingent upon the satisfactory delivery of the water, as payment for the maintenance; he states that if even ordinary business ability had been shown the two cases cited would have been adjusted without publicity. One settler refused to pay his 1911 maintenance even after I offered him work and showed him every possible favor, the other settler waited until almost June 1 and then wished to settle with one-half cash and the other half by note which was conditional upon the satisfactory distribution of water. If he had claimed the services had been unsatisfactory, the note would have been void. If you call such a note a bankable one, Mr. Couch, I would wish to know what banking rules you have adopted. I wish to publish the records of the water furnished Mr. Couch during the season of 1911 just to show if Mr. Couch has a just claim against the manner that I distributed the water last year. The following is taken from the records taken by patrolman J. Bart Nichols, a nephew of Mr. Couch, during his work on that division. Mr. Couch was adjudicated a complete water right to 20.50 acres irrigated prior to the fall of 1909. Wishing water, however, on a basis of 40 acres, he paid maintenance for that amount and from the measurements he received water as follows:

1911	Acre feet
May.....	28.50
June.....	32.07
July.....	32.95
Aug.....	21.97
Sept.....	11.51

Total 126.90

This is at a rate of 3.17 acre feet per acre for the season, whereas the adjudication calls for a maximum during the season of only 1.80 acre feet. For his present season Mr. Couch has received 47.99 acre feet up to July 1, which is 1.20 acre feet per acre when he is entitled to only 1.80 acre feet for the entire season; and still he claims he has just cause for complaint for an unfair distribution of water. I have records to show that the water distributed for the season of 1911 on the Columbia Southern project was greatly in excess to the amount called for in accordance with the adjudication, and in no cases less.

Now, I believe I have answered the assertions against me and wish to ask Mr. Couch whether he was at home during the irrigation season last year and gave his undivided attention to the application of the water to his land. It may be that he neglected his irrigation and is looking for some justifiable reason for a poor crop. I was greatly surprised to hear that Mr. Couch held an opinion of unfairness toward me on account of being irrigation manager here, and as he is the first to bring it to my notice, I hope he will give me the names of the various settlers whose sentiment he voices so that I can adjust the differences with them personally, and that the public at large may know whom he represents.

I hope I have made matters clear in this answer in my own behalf and sincerely hope that the readers of The Bulletin who read the signed letter of Mr. Couch and who also will read this, will have no difficulty to differentiate between claims and assertions of Mr. Couch, founded on guess work and the imagination, and this letter, which is a matter principally of record.

Very respectfully submitted,
JOHN H. WIMER.

VESPER SERVICES.

Rev. I. I. Gorby, pastor of the Presbyterian church, has planned a series of Sunday evening vesper services, the first of which will be held this Sunday, August 4, on the lawn at the home of L. D. West. There will be solos by Miss West and Miss Parker, a short address by the pastor. The whole program will be given between 6 and 8 p. m.

NOTICE OF CONTEST.

Department of the Interior, United States Land Office, The Dalles, Oregon, July 10, 1912.

To Harry Emery, of Bend, Oregon, Contestee:

You are hereby notified that I. L. Owen, who gives Bend, Oregon, as his postoffice address, did on June 6, 1912, file in this office his duly corroborated application to contest and secure the cancellation of your homestead, Entry No. Serial No. 08289, made March 27, 1911, for SW 1/4, Sec. 8, NW 1/4, Section 17, Township 20, S., Range 15, E., Willamette Meridian, and as grounds for his contest he alleges that said Harry Emery has not established any residence on said land nor made any improvements on said land as required by law nor has the said Harry Emery been on said land within six months prior to October 15, 1911, having apparently abandoned said land.

You are, therefore, further notified that the said allegations will be taken by this office as having been confessed by you, and your said entry will be canceled thereunder without your further right to be heard therein, either before this office or on appeal, if you fail to file in this office within twenty days after the FOURTH publication of this notice, as shown below, your answer, under oath, specifically meeting and responding to these allegations of contest, or if you fail within that time to file in this office due proof that you have served a copy of your answer on the said contestant either in person or by registered mail. If service is made by the delivery of a copy of your answer to the contestant in person, proof of such service must be either the said contestant's written acknowledgement of his receipt of the copy, showing the date of its receipt, or the affidavit of the person by whom the delivery was made stating when and where the copy was delivered; if made by registered mail, proof of such service must consist of the affidavit of the person by whom the copy was mailed stating when and where the copy was delivered, and this affidavit must be accompanied by the postmaster's receipt for the letter.

You should state in your answer the name of the post office to which you desire future notices to be sent to you.

C. W. MOORE, Register.

Date of first publication July 17, 1912.

Date of second publication July 24, 1912.

Date of third publication July 31, 1912.

Date of fourth publication Aug. 7, 1912.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. Land Office at The Dalles, Oregon, July 10th, 1912.

Notice is hereby given that Ellen

Pattie, of Bend, Oregon, who, on August 22nd, 1907, made Desert Entry, No. 704, Serial No. 0731, for the E 1/2 SE 1/4, Sec. 21, and W 1/2 SW 1/4, Section 22, Township 17 South, Range 12 East, Willamette Meridian, has filed notice of intention to make final desert proof, to establish claim to the land above described, before H. C. Ellis, U. S. Commissioner, at his office at Bend, Oregon, on the 27th day of August, 1912.

Claimant names as witnesses: Charles Lloyd, Adam Kutzman, Nellie Anderson, George Bates, all of Bend, Oregon. C. W. MOORE, Register.

NOTICE OF CONTEST.

Department of the Interior, United States Land Office, The Dalles, Oregon, July 10, 1912.

To Daniel Blizzard of Bend, Oregon, Contestee:

You are hereby notified that Frank J. Ginder, who gives Bend, Oregon, as his postoffice address, did on May 28, 1912, file in this office his duly corroborated application to contest and secure the cancellation of your homestead, Entry No. Serial No. 05400, made October 11, 1909, for W 1/2 NE 1/4, SE 1/4 NE 1/4, W 1/2 SE 1/4, NE 1/4 SE 1/4, Sec. 25, T. 19, S. R. 14, E. SW 1/4 NW 1/4, NW 1/4 SW 1/4 Section 20, Township 19, S., Range 15, E., Willamette Meridian, and as grounds for his contest he alleges that said Daniel Blizzard has wholly abandoned and deserted said land and has wholly failed to cultivate said land as required by law to wit one-eighth of said entry has not been continuously cultivated to agricultural crops or any other crops at all beginning with the second year or at any other time subsequent to the second year of the entry.

You are, therefore, further notified that the said allegations will be taken by this office as having been confessed by you, and your said entry will be canceled thereunder without further right to be heard therein, either before this office or on appeal, if you fail to file in this office within twenty days after the FOURTH publication of this notice, as shown below, your answer, under oath, specifically meeting and responding to these allegations of contest, or if you fail within that time to file in this office due proof that you have served a copy of your answer on the said contestant either in person or by registered mail. If this service is made by the delivery of a copy of your answer to the contestant in person, proof of such service must be either the said contestant's written acknowledgement of his receipt of the copy, showing the date of its receipt, or the affidavit of the person by whom the delivery was made stating when and where the copy was delivered; if made by registered mail, proof of such service must consist of the affidavit of the person by whom the copy was mailed stating when and where the copy was delivered, and this affidavit must be accompanied by the postmaster's receipt for the letter.

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C. W. MOORE, Register.

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