

Text of New Contract with Columbia Southern Settlers

LAIDLAW, Dec. 8.—Engineer O. Laugaard of the Tumalo project has just given out the text of the new agreement or contract to be entered into by the Desert Land Board and settlers on the old Columbia project. The "copy" has been given to the printers and the printed forms will be ready within a week or two. The full text of the agreement is as follows:

THIS AGREEMENT, made and entered into by and between the Desert Land Board, for and on behalf of the State of Oregon, hereinafter styled the "Board", party of the first part, and heirs, executors, administrators, and assigns, hereinafter styled the "Purchaser," party of the second part, WITNESSETH:

WHEREAS, the legislative assembly of the state of Oregon in session assembled did enact a law to provide for the construction, operation, and maintenance and disposal by the state of Oregon, of the irrigation project in Crook county, Oregon, commonly known as the "Columbia Southern Project," and

WHEREAS this enactment, being chapter 119, general laws of Oregon for 1913, was filed in the office of the secretary of state of Oregon on February 25, 1913, and

WHEREAS the Desert Land Board of Oregon is authorized and directed on behalf of the state of Oregon to complete so far as can be done with the funds appropriated by the provisions of the above mentioned Act, the reclamation of lands included in Oregon Desert Land Selection List No. 13, and private lands included in the project commonly known as the Columbia Southern Irrigation Project, in Crook County, Oregon, and

WHEREAS said Board is authorized and directed to make all necessary arrangements to perfect the title to said state and to execute all contracts and agreements and make all arrangements necessary for the proper construction and completion of the irrigation works, to reclaim lands in said project, and

WHEREAS the state of Oregon has heretofore entered upon the work of construction of the canals, reservoirs, and irrigation system for

the purpose of diverting and storing the waters of Tumalo Creek under appropriations heretofore made and acquired by the said state of Oregon for such purpose, and

WHEREAS the Board is authorized and directed by the above mentioned Act to proceed to sell or contract for the sale of rights to the use of water flowing through the canals, and rights in and to said system of irrigation works, and

WHEREAS the Purchaser has acquired certain water rights and other privileges by virtue of Application and Contract No. by with the Columbia Southern Irrigation Company for

Section Township South, Range East, Willamette Meridian, containing acres; or by virtue of and

WHEREAS the Purchaser desires that all lands mentioned above be included in the new project which is being constructed by the state of Oregon, and which is known as Tumalo Irrigation Project, and to receive all the benefits, privileges, and rights resulting therefrom or connected therewith;

NOW THEREFORE, for and in consideration of the covenants, agreements, and stipulations hereinafter set forth:

1. The Board hereby sells and the Purchaser hereby buys and agrees to pay for an interest amounting to irrigable acres in the reclamation system being built by the State of Oregon as above mentioned, which interest shall bear such proportion to the whole reclamation system as the above acreage shall bear to the whole number of irrigable acres to be reclaimed in the Project, which acreage shall be determined by the Board together with perpetual rights for the same. The lands to which these waters shall be appurtenant are more particularly described as follows: Section Township South, Range East, W. M., containing acres, more or less.

2. The Purchaser hereby grants,

conveys, assigns, and sets over unto the Board all right, title, and interest in and to any and all water rights for the above described lands, both vested and inchoate, to which may be entitled by reason of the findings of the Board of Control and the decree of the circuit court of the county of Crook, under date of May 1, 1911, and the Board hereby grants unto the purchaser preferred vested water rights in accordance with said findings and decree. It is mutually agreed that this instrument cancels and renders void and of no force and effect any contract, for the lands described herein, which may have been entered into by and between the Purchaser or his predecessors in interest and the Columbia Southern Irrigation Company, as heretofore mentioned.

3. For a proportionate interest in the reclamation system corresponding to acres or irrigable lands, on which there is now a complete vested water right, the price is hereby fixed at \$14.75 per acre, and it is further mutually agreed that there is now due on account of said contract, \$ being deferred payments and interest thereon; in addition to which a charge of \$1.75 per acre is hereby made for acres, making a total of \$

4. For water rights and a proportionate interest in the reclamation system for acres of irrigable land, within the tract described in section one (1) hereof, it is hereby mutually agreed that the price per acre shall be the new lien, or that portion of the actual cost of said system, plus \$5.00 per acre, as shall be fixed and determined by the Board for such tract and shown upon a list to be issued on or before December 1, 1914, and a certified copy of which shall be filed in the records of Crook county, Oregon, and it is further mutually agreed that there has been heretofore paid on account of the purchase price of the said lands the sum of \$ per acre and that the Purchaser shall be given credit by the Board for the sum so paid.

5. The price for acres of waste land is hereby fixed at \$2.50 per acre.

6. The full purchase price for the whole interest sold to the Purchaser by this instrument is hereby declared to be the sum total of \$ as shown to be payable by paragraph 3, plus the amount to be declared by the Board as payable under the terms of paragraph 4, plus \$ as shown to be payable by the terms of paragraph 5.

7. The full purchase price shall be paid in ten equal annual installments, payable on the 1st day of December of each year. Interest shall be charged on all deferred payments at the rate of six per cent per annum. Provided, however, that for each year for the first three years from the date hereof in which one additional third of the lands described herein, but which were not irrigated in 1913, shall be irrigated and crops grown thereon, the deferred payments for the year shall be postponed and apportioned equally among the remaining deferred payments. It is expressly understood that the whole, or any number of payments, of the full purchase price may be paid at any time.

8. The amounts due on this agreement shall draw interest from the date said lien list is filed with the county clerk of Crook county, provided, however, that no interest shall be charged until water for irrigation is available. It is further understood and agreed that no payment of principal or interest other than the initial payment shall be required under this agreement until the Board shall declare that water is

(Continued on Page Ten.)

NOTICE FOR PUBLICATION.
Department of the Interior, U. S. Land Office at The Dalles, Oregon, November 24, 1913.
Notice is hereby given that Charles F. Hartwig, of Millican, Oregon, who on April 6th, 1910, made homestead entry No. 04416, for E½ Section 9, township 20 South, range 15 east, Willamette Meridian, has filed notice of intention to establish claim to the land above described, before H. C. Ellis, U. S. Commissioner, at Bend, Oregon, on the 6th day of January, 1914.
Claimant names as witnesses: William Todd, William T. Roam, Howard F. Dyer, all of Millican, Oregon, John A. Hazuka, of Bend, Oregon.
H. FRANK WOODCOCK,
39-43 Register.

NOTICE OF CONTEST.
Department of the Interior, United States Land Office, The Dalles, Oregon, November 10, 1913.
To Gideon Weaver, Entryman, of Prineville, Oregon, Contestee, and Mrs. Bettie Erickson, transferee, of Bend, Oregon:
You are hereby notified that Ozro W. Tansey, who gives Bend, Oregon, as his postoffice address, did on August 27, 1913, file in this office his duly corroborated application to contest and secure the cancellation of your homestead, entry No. Serial No. 05331, made October 8, 1909, final certificate issued May 26, 1913, for S½NW¼ and lots 3 and 4 of section 3, township 18 N., range 16 E., Willamette Meridian, and as grounds for his contest he alleges that said entryman made said entry for speculative purposes and did on or about October 1, 1910, enter into a written contract with one G. W. Jones, whereby he agreed to convey to said Jones the South one-half of said tract for a valuable consideration, as soon as he, said entryman, should obtain title to said tract from the United States government, under said entry; that said Weaver, after making final proof under said entry, conveyed said tract to Mrs. Bettie Erickson by warranty deed, she the said Erickson having full knowledge of said contract of sale to the said Jones above mentioned.

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 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

acknowledgment of his receipt of the copy, showing the date of its receipt, or the affidavit of the person by whom 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 the postoffice to which it was mailed, and this affidavit must be accompanied by the postmaster's receipt for the letter.
You should state in your answer the name of the postoffice to which you desire future notices to be sent to you.

H. FRANK WOODCOCK,
Register.
Date of first publication Nov. 19, 1913.
Date of second publication Nov. 26, 1913.
Date of third publication Dec. 3, 1913.
Date of fourth publication Dec. 10, 1913.

NOTICE FOR PUBLICATION.
Department of the Interior, U. S. Land Office at The Dalles, Oregon, November 8, 1913.
Notice is hereby given that Hattie L. Huntington, of Bend, Oregon, who on July 27, 1908, made homestead entry No. 0360 for sw¼se¼, section 22, township 19 south, range 11 east, Willamette meridian, has filed notice of intention to make final five year proof, to establish claim to the land above described, before H. C. Ellis, U. S. Commissioner, at Bend, Oregon, on the 15th day of December, 1913.
Claimant names as witnesses: Fred A. Shonquest, David Hill, Peter Seggling, John W. Usher, all of Bend, Oregon.
H. FRANK WOODCOCK,
36-40 Register.

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