

TUCKER IS MOVING TO NEW BUILDING

With work on his new stone building on Greenwood and Harriman virtually completed, A. J. Tucker is moving his carpenter and machine shop equipment from his old headquarters on Hawthorne today. Additional machinery has been ordered, and with in a few days an upholsterer and trimmer will be installed.

BEND SHOE CO. WILL OPEN STORE TUESDAY

With a new stock, the Bend Shoe Company opened Tuesday. In the First National Bank building, Bend's first exclusive shoe store under the management of O. A. Thorson and Frank H. Shoemaker. Practically the entire stock for the new store is in the shelves.

SETTLEMENT OF C.O.I. DIFFICULTIES IS URGED BY THE STATE ENGINEER

(Continued from Page 1.)

tract but to prevent the sale of any additional land which further lessens the available supply. It does not follow, however, that the rights of the company should be ignored. "Some plan should be evolved whereby the company would not be loser by the disapproval of this district contract.

Interests Conflicting.
"In order to get a correct understanding of the situation on the project and the relation between the parties it is necessary to consider many conflicting elements. Prior to June 17, 1907, the sale of the land carried no interest in the works. In some cases, the agreement was to the effect that only one second foot to 160 acres should be delivered. However, in view of the fact that this was an arbitrary amount fixed by the board, it is safe to assume that every acre of land in this project is now entitled to the same quantity of water, namely 1.5 acre feet during the specified period. The later contracts differ from the earlier contracts in that they carry a proportional interest in the works and are required to pay 80 cents instead of \$1 per acre maintenance. Provision has been made whereby these earlier contracts may secure a proportionate interest in the system and the 80 cent maintenance rate upon the payment of \$5.00 per acre.

"Another troublesome matter is the excess acreage question. Two patents lists are now pending before the Interior Department, and in a recent interview with an official of the department, I was advised that tracts involving excess acreage would not be patented until the matter had been adjusted. Five hundred and fifty acres of the excess acreage are included in lists for patent numbers 9 and 10, and the owners of all tracts involved therein will be required to purchase the additional water before patent will be issued. "In addition to the excess acreage in the above lists for patent there is a considerable acreage of patented land without a water right. The owners of these tracts should arrange to secure a water right for the remainder of their irrigable acreage. This should cost the settler \$20 per acre for all tracts held under the first and second form contracts. This price has been approved by the board.

"If these two adjustments are made, every acre in the project will be on the same basis as every other acre.

District Recommended.
"The contract of June 17, 1907, between the State and the Company provides for the organization of a water users association, which is empowered to take over the control of the irrigation system under certain conditions. After a careful consideration of the conditions on the project the transfer to such organization seemed impractical and the irrigation district was organized to take over the irrigation system in lieu of the water users association provided for in the contract. Considerable misunderstanding has arisen with respect to the relative power of the irrigation district and the water users association. While it is true that the district was organized in lieu of the association and for this purpose was approved by the Desert Land Board, it cannot take the place of the water users association except upon agreement with the Company, for the reason that the relative rights of the parties as contemplated in the contract are entirely different than they would have been had the water users association been organized. In fact, the company would under present conditions control the proposed water users association and the association would acquire only the legal title to the irrigation system, and the right to operate and control the same.

"All water rights earned and unearned, liens on land, real estate, equipment and other property necessary in the operation of the project would still remain the property of the company.

"The irrigation district on the other hand contemplates the acquisition of all rights and property which the company may have, which will be required in the operation of the project and certain other property and rights as well. It is a very difficult matter to draw a comparison between these two plans, but it must

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be borne in mind that the water users' association is impractical and cannot therefore be considered and that the irrigation district cannot be placed in the same position as the water users' association in its right to demand that the system be turned over to it under the provisions of the contract.

"On December 13, 1918, a contract was executed between the company and the directors of the Central Oregon Irrigation District and later approved by this board, under which the district was to take over the irrigation system. Upon being submitted to a vote of the settlers it was overwhelmingly defeated. This contract called for the payment of \$200,000 to the company. The district would have acquired control of the water rights for the 4,600 acres of unpatented land, and could have either disposed of the same or applied the additional amount of water to their own lands. This would have practically accomplished the purpose the settlers now have in mind. Section 4 of the above contract after placing all sold lands on the same basis as to duty of water regardless of its form of contract provides for an investigation covering a period of at least three consecutive irrigation seasons. If, upon such investigation, it should be determined that more than 1.5 acre feet is required, then the amount to be diverted by the district from the normal flow of the Deschutes river shall be increased in accordance with the conclusions of the investigators. This transaction if consummated would have adjusted practically every question and left the settlers to regulate the duty of water between any reasonable limits.

More Water Needed.
"It is an admitted fact that some of the lands in the project require more water than others, and instead of uniformly distributing the additional supply, it should be delivered only to those desiring and willing to pay additional for the same. The purchase of additional water one year should carry with it the preferential right to secure same thereafter.

"The contract above referred to was very carefully considered and was undoubtedly a compromise, and received the approval of the board. Any contract which may be submitted to the settlers will be a compromise. It is not within the limits of human possibilities to propose a contract that will meet the desires of all interested. It is probable that the contract that was submitted to the settlers is the best obtainable, and it would seem that it should, if possible, be resubmitted, in order that the settlers might have an opportunity to consider it in the light of the new conditions, which have arisen. Some modification may of course be deemed desirable, and perhaps necessary. Such changes as may be necessary could doubtless be made between the parties, or could be submitted to a board of arbitration.

"While it is true that this contract provides for a joint ownership and control of the North Canal dam and canal, this should not be particularly objectionable. However, if it is believed that this would prevent

its proper handling by the settlers, this interest could also be purchased, though it is doubtful if it would be worth to the settlers what it would cost. The district, however, might be largely reimbursed for this expenditure in the event of the construction of the Deschutes project and the reclamation of the North Canal lands.

Rate Increase Asked.
"The company has filed an application for an increase in maintenance rates with the Public Service Commission and while action has not yet been taken on the application, it is probable that if the present rates do not cover the cost of distribution and maintenance including a sinking fund to replace structures an increase will be allowed. This is a matter which the district should take into consideration in determining whether to take over the operation of the project.

In case the company should be allowed to sell water to the Lone Pine Irrigation District, the available water supply and canal capacity should be considered.

"Perhaps the most complete analysis of the question of water rights on the Deschutes river and the available supply for the various existing projects which has been made is that contained in the report made by Mr. George B. Archibald, Carey Act Inspector for the General Land office, covering the Central Oregon project. Based upon a study of all water records available prior to 1916, Mr. Archibald finds that the minimum flow available for the Central Oregon project is 923 second feet. The diversion for the project during the season 1919 was approximately 800 second feet. The minimum available flow has not yet been diverted.

"The conclusions reached by Mr. Archibald do not seem to be borne out entirely by the last seasons records but that is doubtless due partly to an unusually low flow and partly to the diversion of water by subsequent rights.

This amount, however, is more than sufficient to supply the contract amount of 1.8 acre feet to the sold and patented unsold lands on the basis of 44 per cent losses. The seepage loss of 44 per cent has been based upon data submitted by Mr. Redfield which according to his measurements was the actual seepage loss during the irrigation season of 1919.

"Should the contract covering the sale to said district be approved by the board, it should be made to conform in all respects as near as possible to the contracts for the sale of other lands in the project, and the company should be required to deposit a sum sufficient to guarantee the completion of the required enlargement. This deposit should be either cash or Lone Pine district bonds and it is tentatively suggested that the amount should be \$20,000.

"Should this sale be approved it must be remembered that in doing so all the canal capacity has been obligated and no further sales can be approved under the Pilot Butte Canal unless additional capacity is provided.

"Summing up the foregoing, it would seem that:

1. The duty of water has been determined by the State and the Fed-

eral Government in-so far as the company is concerned.

2. The application of additional water would be advantageous.

3. The settlers should be given an opportunity to secure any additional water necessary for the proper irrigation of their lands.

4. If the settlers of the Central Oregon district do not within a reasonable time arrange to secure this water, the company should be permitted to sell it to other lands.

"In conclusion it is recommended that the approval of this contract be withheld for a period of ninety days and that an effort be made by the board to secure the most equitable terms of an agreement whereby the project will be taken over by the Central Oregon Irrigation district.

"In arriving at this conclusion due consideration has been given the contention that the lands of the Lone Pine Irrigation district are of a good character and an effort was being made to supply water for the coming irrigation season. Yet the future of the owners of the present 43,000 acres of sold land under the project should not be jeopardized by the alienation of water which may be required in their development.

"The above recommendation is made with the firm belief that the time has arrived when the differences between the Central Oregon Irrigation district and the Central Oregon Irrigation Company should be settled once for all, and that the only way this can be done is for the representatives of the two organizations to get together and agree on such changes as are necessary to the contract of December 13, 1918, or to prepare a new contract.

"In view of the present situation it is plainly evident that any settlement will be a compromise on the part of all concerned and each party should proceed in the spirit of cooperation to the fullest extent possible. The board should lend every assistance possible in perfecting such settlement.

Respectfully submitted,
PERCY A. CUPPER,
State Engineer."

Brand Directory

Right side; right ear crop ped; wattle right hind leg.
B. L. TONE, Sisters, Ore.
adv.100c

LEGAL NOTICES

NOTICE OF SHERIFF'S SALE.
By virtue of an execution in foreclosure duly issued by the clerk of the Circuit court of the county of Deschutes, State of Oregon, dated the 23rd day of January, 1920, in a certain action in the Circuit Court for said county and state, wherein Geo. B. Simpson as Plaintiff, recovered judgment against George S. Clayton for the sum of one thousand dollars, and costs and disbursements taxed at _____ dollars, and attorney's fees in the sum of one hundred and fifty dollars, and the further sum of ten dollars, on the 14th day of January 1920.

Notice is hereby given that I will on the 28th day of February, 1920, at the front door of the county court house in Bend, Oregon, in said county, at 10:00 o'clock in the forenoon of said day, sell at public auction to the highest bidder, for cash, the following described property, to-wit: The Southwest quarter of section 32, township 15, lots 3 and 4 and the North half of the Southwest quarter of section 5, Township 16 South of range 11 E. W. M. Taken and levied upon as the property of the said George S. Clayton or as much thereof as may be necessary to satisfy the said judgment in favor of George B. Simpson against said George S. Clayton with interest thereon, together with all costs and disbursements that have or may accrue.

S. E. ROBERTS,
Sheriff.
Dated at Bend, Oregon, January 26, 1920. 48-52c

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NOTICE FOR PUBLICATION.

Department of the Interior.

U. S. LAND OFFICE at Lakeview, Oregon, January 17, 1920.

NOTICE is hereby given that Margaret Mulligan, of Bend, Oregon, who on March 4, 1913 & June 19, 1913, made Homestead Entries, The Dalles No. 611296, and Lakeview, No. 66462, for E1-2 SE1-4 SE1-4, SW1-4 SE1-4 SE1-4, SE1-4 NW1-4 SE1-4 SE1-4, SE1-4 SE1-4 SW1-4 SE1-4, Section 34, T. 20 S., R. 10 E., in The Dalles District; and E1-2 NW1-4 NE1-4, SE1-2 NE1-4 NW1-4, S 1-2 NW1-4 NE1-4, NE1-4 NW1-4, NW1-4 NW1-4, E 1-2 NE1-4 SW1-4, SE1-4 NW1-4 SE1-4 NW1-4, E1-2 SW1-4 SE1-4 NW1-4, NE1-4 NW1-4 NW1-4, SE1-4 SE1-4, S 1-2 SE1-4, R. 10 E., Lakeview District, Willamette Meridian, has filed notice of intention to make final three-year proof, to establish claim to the land above described, before H. C. Ellis, U. S. Commissioner, at Bend, Oregon, on the 28th day of February, 1920.

Claimant names as witnesses: Frank Hearn, Bessie Hearn, Luther Motke, Martin Main, Silva Ferras, all of Bend, Oregon.

JAS F. BURGESS,
Register.
47-51c

SUMMONS.

IN THE CIRCUIT COURT OF THE
STATE OF OREGON FOR DE-
SCHUTES COUNTY.

THOMAS WILLIAM TODD,)
Plaintiff,)
vs.)
THE LYTLE TOWNSITE CO.)

corporation; WILLIAM J.)
McGILLVRA, IVAN V. Mc-)
GILLVRA, J. R. BROCK,)
THE KNOWN HEIR OF)
JACKIE S. BROCK, deceased,)
J. E. MEYRICK, SAM)
SWANSON, LULU JUDD,)
GEORGE VITTS, MARGA-)
RET POMAINVILLE, THE)
KNOWN HEIRS OF TOR-)
KIL SWANSON, deceased,)
Also all other persons or)
parties unknown claiming)

any right, title, estate, lien)
or interest in the real estate)
described in the complaint)
herein,)
Defendants,)

To William J. McGillvray, J. E. Meyrick, Sam Swanson, Lulu Judd, George Vitti, Margaret Pomainville, the known heirs of Torkil Swanson, deceased; also all other persons or parties unknown claiming any right, title, estate, lien or interest in the real estate described in the complaint herein, defendants above named:

IN THE NAME OF THE STATE OF OREGON: you are hereby required to appear and answer the complaint of the Plaintiff filed against you in the above entitled suit, on or before Saturday, the 21st day of February, 1920, and if you fail to answer, the Plaintiff will take judgment against you for the relief demanded in his complaint herein, which relief consists of excluding you and each of you from all interest in and to the following described real estate situated in Deschutes County, Oregon, to-wit: beginning at a point in the North boundary line of section thirty-two (32), township seventeen (17), south of range (12) twelve, East Willamette Meridian, ten hundred-seventy-two (1072) feet west of the northeast corner of said section; thence south two hundred eight and seventh-tenths (208.7) feet; thence west two hundred eight and seven-tenths (208.7) feet; thence north two hundred eight and seven-tenths (208.7) feet to the north boundary line of said section; thence east along said boundary line, two hundred eight and seven-tenths (208.7) feet, to the point of beginning.

This summons is ordered to be served upon you by publication thereof in the weekly Bend Bulletin, a weekly newspaper published in Deschutes County, Oregon by order of the Honorable W. D. Barnes, Judge of the County Court of said Deschutes County, said order being made and entered on January 7, 1920, date of 1st publication, January 8, 1920, length of publication 6 successive weeks.

Dated this 8th day of January, 1920.

C. S. BENSON,
Attorney for Plaintiff.
Bend, Oregon.
45-50c

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