

# CRITICISM OF REPORT MADE

## C. O. I. SECRETARY IS UNSATISFIED

Advice Made by State Engineer Belongs From Stearns Statement of Unwillingness to Sign Contract With Settlers on District.

Bitter criticism of the report by State Engineer Percy A. Cupper on the relations between the Central Oregon Irrigation Co. and the C. O. I. district and on the proposed contract between the Lone Pine district and the company, is contained in a letter written by Jesse Stearns, secretary of the C. O. I. company, to the Desert Land board. The letter is in reply to one sent out to both the company and the C. O. I. settlers, relative to the negotiation of a settlement, and the settlers' side of the question is set forth in a communication from H. H. De Armond, of De Armond & Erskine, legal advisers for the C. O. I. district. Copies of the correspondence were received this morning from Salem.

"I have not taken this matter up with the directors as yet, but will in a few days," De Armond writes. "I am safe in saying however, that I believe it will be necessary to have negotiations based upon a complete elimination of the company from the Central Oregon project."

"The settlers took the view that the last contract provided a sort of partnership affair with the company controlling the distribution of water to the system. The settlers are not averse to paying the company something for getting out, provided they are entirely eliminated from the system. However, they would want to get them out as cheaply as possible."

**Criticizes Board.**  
Mr. Stearns' letter to the Desert Land Board, is as follows:

"I received a letter under date of the 10th. inst. from Mr. McAllister, assistant secretary of the board, requesting my views on the subject of reopening negotiations with the Central Oregon Irrigation District for the purchase of certain property by the Central Oregon Irrigation Company.  
"At the risk of being sued for libel (though truth can always be pleaded as a defense) I must say I think your Board belongs to the Wilson administration in its desire to write notes and continuing negotiations after the Lusitania has been sunk and Mexico has continuously and flagranty insulted us."  
**Refusal of Settlers Recalled.**  
"Permit me to remind you of certain facts which have long been within the knowledge of your Board. The settlers in the Central Oregon District signed their refusal to accept stock in the Water Users' Corporation as provided for in the contract of June 17, 1907, but instead, at the solicitation of the attorneys and directors of the District, the contract of December 13, 1918, was executed, after weeks of negotiations and discussion, and on the date of its execution the attorneys and directors of the District assured the company that an election would be immediately called to vote the bonds necessary to carry out the contract and that the arrangement set forth therein would be consummated by April 1, 1919. No election was called by the directors of the District until November 25, 1919, and while the election was being advertised every voter in the district was advised by circulars sent through the mail and by articles in every newspaper published in Deschutes county of the arguments for and against the purchase of water for 4,600 additional acres and the other property mentioned in such contract. After such advice and after consideration of the contract provisions for nearly a year, at the election the vote was about ten to one against voting the bonds necessary for the purchase. You may also recall that your Board gave the owners of the contracts which included the so called excess acres, by order of the Board, additional time to purchase water for such excess before allowing the company to sell the water, and after these settlers had had notice, which they disregarded, you gave them further time and still they would not purchase, as your records will show. Negotiations for water by owners of the land in the Lone Pine District and the company had been pending for some months before the election above referred to; and it was not until the C. O. I. District had by an overwhelming majority refused to purchase the water and other property mentioned in the contract of

December 13, 1918, and to take over control of the Irrigation system, that a contract was entered into by the Company and the Lone Pine District. In fact the contract waited upon the result of the election, and the company and the Lone Pine District have since been proceeding in good faith in order to supply water for the coming season to 1,600 acres of land which is more fertile than any equal area within the segregation lists 6 and 13.

"At the hearing before your board on the question of approval of the Lone Pine contract, Mr. Wigmore, one of the spokesmen for the C. O. I. District, said that he did not want to buy more water for his land although 1.3 acre feet was not enough, and so far as I know only Mr. Elkins and Mr. Foster have signified a desire or willingness to buy more water and Mr. Elkins, who was a candidate for director of the C. O. I. District was defeated at the recent election.

"Now, in face of these facts, after six weeks of consideration, the State Engineer recommends that water be furnished to the Lone Pine District unless the C. O. I. District shall purchase the Company's interest within ninety days, and you have adopted this recommendation by order of the board.

"My view of this recommendation and order, is, that you have arbitrarily and uselessly deferred for ninety days the performance of a plain agreement and contractual duty—you have permitted clamor to stifle conscience. In the words of Patrick Henry 'Gentlemen cry peace, peace, but there is no peace!' It reminds me of Cicero's oration against Catalina: 'Quo usque et audem abastere, Catalina, patientia nostra?' (How much longer will you continue to abuse our patience, oh Catalina?)

"Your order was unjust to the company by deferring a sale which it was your plain duty to have approved under clause 6 of the contract of June 17, 1907. You have deprived the owners of land in the Lone Pine District of water for the season of 1920 and thereby have retarded production and development of that section for at least a year, and you have probably displeased and offended the C. O. I. District by telling the settlers that they ought to buy something that they have said they do not want to buy and will not buy, and my views are that you should forthwith cancel the clause in the order giving ninety days to the C. O. I. District and immediately approve the contract with the Lone Pine District, the form of which has been agreed upon by the State Engineer and myself. So far as I am personally concerned, I would not sign another contract with the C. O. I. District or enter into any new agreement with that district unless a majority of the voters had first signed a binding legal agreement to carry it through. In the words of the poet, 'To alter is disloyalty and hesitation sin.'"

"Tanalac is sold in Bend by Owl Drug Co., in Sisters by Geo. F. Aitken, and in Bend by Horton Drug Co."

# Was About To Sell Her Home

Mrs. Forsythe Was Almost a Nervous and Physical Wreck Until Restored by Tanlac.

"Before I took Tanlac not a week passed in the last ten years that I wasn't confined to my bed part of the time," was the statement made by Mrs. E. R. Forsythe of 136 West 46th St., Los Angeles, Cal., to a Tanlac representative, recently.

"I'm a well and happy woman now, and I'm glad I can give you this testimonial for I believe Tanlac is the most wonderful thing in the world. I've gained fourteen pounds and I feel stronger than I have in ten years," continued Mrs. Forsythe.

"I had an acid stomach, and suffered with sour gas at times so bad that I thought I would suffocate. Sick headaches would come on me and I would have such awful fluttering about my heart I would almost faint. My nerves went to pieces, and I became so terribly nervous that even the ring of the door bell would upset me. For the past five years I have not been able to eat hardly anything that would stay on my stomach, and even milk and water at times would upset my stomach, and cause me to have to go to bed. I lived on a strict diet of rice and milk for over a year, and at the same time I tried all kinds of treatments but none gave me a particle of relief, not even temporary, and finally I was in such a bad condition I had to stay in bed most of the time. So my husband and I decided to give up our home and sell it, as I couldn't look after it. By this time I was down to ninety-eight pounds in weight and was almost a complete nervous and physical wreck.

"I hated to give up my home and on the advice of a friend who had used Tanlac I decided to try it first. With the first bottle I began to improve, and I hadn't finished my second bottle before I was feeling like a different woman, and my troubles of ten years standing have entirely gone. I never have a sick headache or spell with my stomach. My appetite has come back and I'm gaining in weight and strength every day. Nothing ever disturbs my nerves now for they were never better, and I can sleep fine all night long. All my neighbors are rejoicing with me over my recovery, and I feel that it's my duty to give a public statement and tell of the wonderful good Tanlac has done me. No, we didn't sell our house because we found this medicine in time."

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# What's Doing in the Country.

## BROTHERS SECTION

BROTHERS, Feb. 25.—Mr. and Mrs. Ole Simonson were visitors at Mr. and Mrs. Bradley's Thursday. Someone broke into Mr. Ole Simonson's house and took four guns, a violin and a mandolin.

Mr. Sam Myerl and wife are moving from Powell Butte where they have been wintering their cattle. No place like the high desert.

Mr. Chas. Sherman was a caller at EH Wilson's Saturday and also was visiting in Bend and Prineville the first of the week.

Mr. John Israel is hauling hay from EH Wilson's.

Mr. and Mrs. Mecklenberg and Mr. and Mrs. Paul Deuber spent a very pleasant evening at the home of Mr. and Mrs. EH Wilson, Monday evening. Delicious refreshments were served at midnight.

## CLASSIFIED ADVERTISEMENTS

Classified advertising charge per issue 20 cents for 25 words or less. One cent per word for all over 25. All classified advertising strictly cash in advance.

FOR RENT—33 acres within a mile of Bend, uncultivated for several years; water for 33 acres of crop unused and going to waste. Will lease for term of years crop rent only or will pay you to work it for me.—J. P. Bean, Box 171, Cincinnati, Ohio. 22-47tc

### WANTED.

WANTED—Position as cook for small crew of men. Write M45, Care of Bulletin. 44-52p

REPRESENTATIVE WANTED—We want a local representative for Bend, selling a well known, well advertised cream separator. A man who can work all or part time can build up a very nice, profitable business. For full particulars address Chas. B. Walker, 8 Front street, Portland, Oregon. 33-52-3c

WANTED—Light brown team, must be cheap. Call 7F3. 63-50-52c

WANTED—Two to three hundred cattle to water and range.—J. H. Baishner, Hampton, Oregon. 26-51-33c

WANTED—A black or white saw, fullblooded preferred. Also a springtooth harrow with wheels and a roller.—P. G. Deuber, Dry Lake, Oregon. 59-51-52p

WANTED—Man to put up about 175 tons alfalfa hay, by contract. Lester & Payne, Bend, Oregon. 29-49-1p.

### FOR SALE.

EGGS FOR HATCHING—S. C. White Leghorns. Heavy winter layers, mated to Tanager cocks, of 230-250 egg strain. \$1.50 per 15. S. C. R. I. Reds, mated to high class cockerels from prize winning stock \$2 for 15. One third cash with order, balance on delivery.—Hofstetter's Poultry Farm, Tumalo. 97-51tc FOR SALE—Setting eggs of all

breeds, best laying strains in Central Oregon. Others supplied on request \$2 a setting. 16-51tc  
FOR SALE—Barred Rock eggs for hatching, 10c each.—Don A. Slaughter, 6 miles north of Bend on Redmond road. 95-51-2p  
FOR SALE—If its bargain for cash you are looking for better see or write Edwin J. Rogers about that 120 acres of potatoes and alfalfa land.—Edwin J. Rogers, Tumalo, Ore. 47-

Oregon. 58-4.  
FOR SALE—Alfalfa hay, 450 tons at \$20 a ton. Some pasture will go with it at this price. Address J. B. Minor, Bend, Ore. 76-31

### FOR RENT

FOR RENT—Small ranch, also cow horses, chickens, and household goods for sale. Inquire Bulletin office.

**PUROLA** MARK  
AIDS TO HEALTH AND BEAUTY

If a cold has settled on your chest  
Or if you have rheumatism, ulcers, swelling or other forms of inflammation—

**PUROLA** Medicated Plaster

will tend to reduce the inflammation quickly and effectively. It contains a silicious earth, with boric acid, glycerine and antiseptics of known value. It works quickly and does not blister.

You should have a small can of PUROLA Medicated Plaster in the house at all times. Heat in the can and apply—it is always ready.

**AT ALL DRUG STORES**

**GUARANTEE**  
PUROLA Medicated Plaster is guaranteed to give satisfaction. If it should not your druggist will refund your money.

Prepared and Guaranteed by the Elumator-Frank Laboratories

### TUM-A-LUM WOOD HOOP SILO

(Built of stock lumber—no patents to pay for)  
**CONCRETE FOOTING**  
WOODEN HOOPS made of 1/2x3 flat batts nailed on top of one another, about ten thicknesses, breaking joints forming a strong hoop with same expansion as the rest of the silo—all wood. Hoops easily set in place.  
DOUBLE WALL made with two layers of flooring, one layer inside of hoops and one layer outside with paper between.  
DOORS are made of two thicknesses of flooring with paper between and are air tight and non-expandable.  
LADDER formed by 2x4 cleats nailed to doors with 1x4 steps.  
ANCHORED by six anchor bolts running up three hoops high and embedded in concrete footing.  
INSIDE coated with "Reynolds Silo Coating," an acid proof preservative.  
NO GUY-WIRES in the way, no hoops to tighten, no staves to shrink and buckle.  
WE FURNISH ALL LUMBER, SHINGLES, CEMENT, PAPER, NAILS AND HARDWARE, OUTSIDE PAINT AND INSIDE SILO COATING.

**TUM-A-LUM LUMBER CO., Redmond, Ore.**

# Proclamation

Believing it being for the best interest of the health conditions of the City in *Stopping the Spread of Contagious Diseases,*

## Influenza and Smallpox

I hereby Order that all Theatres, Dance Halls and Skating Rinks be closed,

And I ask that there be no Private Parties or Gatherings of Any Kind. I further request that all Lodges and Societies dispense with Holding their Meetings until conditions have improved.

Also that People Refrain from Congregating in numbers in Pool Halls, Resorts, Stores or Other Places.

J. A. EASTES,  
MAYOR