

THE HEPPNER HERALD AN INDEPENDENT NEWSPAPER

S. A. PATTISON, Editor and Publisher

Entered at the Heppner, Oregon, Postoffice as second-class Matter

Terms of Subscription

One Year \$2.00 Six Months \$1.00 Three Months \$0.50

HARNESSING THE COLUMBIA RIVER.

THE CONFERENCE called to meet at Umatilla Wednesday of this week for the purpose of initiating a movement for the development of hydro-electric power at the Umatilla rapids in the Columbia river is one of more than ordinary importance to this entire section of the Inland Empire, and one which every community should get behind.

Heppner, especially, has good reason to become interested in any project that will promise electrical energy at a reasonable cost, since the recent ruling of the public service commission in the Heppner Light & Water Co. rate case has increased the cost of light and power to practically a prohibitive rate. If there is a town anywhere in the United States paying a higher rate for electricity than Heppner we have not heard of it here, and any project that gives promise of plenty of juice for all purposes and at a reasonable cost, should make every Heppnerite sit up and take an interest in life.

Oregon has a wealth of water power going to waste, and it is high time steps were being taken to get busy, put the water to work and thereby add to the wealth of the state and the comfort and prosperity of the people. Heppner and every other town and community in Morrow county should be represented at Umatilla Wednesday.

JOHN DAY DIRECTORS GIVE OUT STATEMENT

Continued From Page One

of fifty cents per acre on all land within the district and that the directors would make another assessment soon. The board wishes to contradict the statement in regard to further assessments. The contract with the engineer employed calls for a complete preliminary survey at 49 cents per acre for the feasible land surveyed, and when the survey is completed, the next step will be left to the vote of the land owners of the district. The board having no authority to bond the district, or to order any construction work commenced without being authorized to do so by the vote of the land owners within the district. The assessment of 50 cents per acre was made in order to pay the engineering cost of 40 cents per acre and the additional 10 cents per acre is to take care of estimated delinquencies in payment of tax, and to pay two and one-half years operating expenses of the district board.

The contract of the district with the engineer employed is a public record as well as all the papers filed with the district, and subject to inspection by anyone interested at any time. In view of certain misstatements which have been circulated, the board feels that it is just to itself and the land owners interested, that a better understanding will prevail when the provisions of the engineer's contract become more generally known, and for this purpose a copy of the contract is herewith published.

C. C. CLARK, M. D. CLARK, ED. W. RIETMANN.

AGREEMENT.

"WHEREAS, The John Day Irrigation district has been duly and legally organized under the provisions of Chapter 357, Laws of Oregon for 1917, and amendments supplemental thereto, and

"WHEREAS, The legality of such organization has been examined into by Teal, Minor & Wallace, of Portland, Oregon, who have rendered a written opinion to the District to the effect that all of the various steps required by law to be performed in the organization of an irrigation district, have been performed with respect to the said John Day District, and in their opinion the same is duly and legally organized, and

"WHEREAS, The published report of the John Day project as prepared in 1916 by John T. Whistler and John H. Lewis, representing the United States and the State respectively, is based primarily upon a survey of a low line canal to irrigate approximately 120,000 acres, and even for this area is much out of date in so far as estimates of cost are concerned, and which report also mentions briefly the possibility of constructing a high line canal with certain tunnels for the irrigation of approximately double the area for which detailed plans were prepared in said report, and it appearing to the board of directors that the high line is more desirable than the low line along the river; that the district boundaries have been drawn, and the district voted to include these high lands; therefore new plans with the view of determining the feasibility of construction of this high line canal under present conditions and as a basis for devising some plan for financing and constructing the larger project with private or public funds.

"NOW THEREFORE, in consideration of the foregoing steps which have heretofore been taken by the John Day Irrigation District and the necessary steps to be taken in the future, if the objects and purposes for which the district was organized are to be carried out, and in view of the daily flow of the John Day river in

lack of available funds, and the necessity of having such surveys and investigations made without delay as a basis for enlisting federal aid, also that the necessary funds may be levied for the purpose of carrying on the work of the district, THEREFORE it is AGREED as follows: THIS AGREEMENT, made and entered into this 2nd day of June, 1920, by and between the John Day Irrigation District, a political subdivision of the State of Oregon, acting through its Board of Directors, sometimes referred to hereinafter as "District," and Lewis and Clark, consulting engineers of Portland, Oregon, sometimes referred to hereinafter as "Engineers" or the "Engineers,"

"WITNESSETH, That for and in consideration of the premises and agreements herein contained to be kept and performed by the respective parties hereto and the payments to be made in the manner and at the time herein provided, the District hereby employs the Engineers above mentioned to make the following described surveys, investigations and reports, and in consideration of which the District agrees to make the payments as and when provided for herein.

"1. The Engineers above mentioned hereby agree to act as consulting engineers for the District and do the work herein outlined as the District's Engineer, and accept in full payment therefor the sums herein mentioned, said Engineers shall be known as Consulting and Managing Engineers for the District.

"2. The duties and work of such engineers shall be as follows: "(a.) To keep personally in touch with all phases of the work and be subject to call upon reasonable notice for consultation with the Board of Directors of the District on problems affecting not only engineering matters, but also the general welfare of the District; also to act in a managerial capacity in outlining and suggesting plans for the consideration of the Board.

"(b.) To prepare a map showing the present owners as near as this can reasonably be determined, for all land within the boundaries of the irrigation district, and such areas adjacent thereto as a general engineering consideration indicate should be included within the boundaries of said District.

"(c.) To prepare a map and description of the boundaries of such tracts for use by the district attorney in preparing the necessary petitions so that the same may be included within its boundaries.

"(d.) To prepare from actual surveys a map and profile of such high line canal as in the judgment of the engineers will be most feasible for construction with a view of irrigating the greatest amount of land within or adjacent to the boundaries of the district, which map and profile shall be of sufficient accuracy for the making of preliminary estimates of the cost of construction.

"(e.) To make such reconnaissance surveys including maps and profiles as may be necessary in determining whether or not adjacent areas now without the boundaries of the district should be included within.

"(f.) To make such reconnaissance surveys including maps and profiles as may be necessary to determine the practicability of irrigating a part of the land within the district by pumping.

"(g.) To prepare the necessary maps and assemblies and furnish the necessary reports and information that is prescribed by ruling of the secretary of the interior under the provisions of the so-called Smith bill with a view to constructing the project in units or as a whole with the aid of private capital if this appears necessary or desirable, so that the construction cost can be made a lien upon any and all public lands within the boundaries of the district, the same as provided by law for private lands.

"(h.) To immediately establish and hereafter maintain gaging stations so as to accurately estimate the

the vicinity of the proposed diversion, also at the proposed Dayville reservoir site and on Willow creek and continue such measurements until September 1, 1921.

"(j.) To submit a topographical map of the proposed reservoir site and dam sites, also revised plans for the construction of a dam to hold the necessary water for the land contemplated herein to be irrigated.

"(k.) To prepare a general plan of typical construction features for the various parts of the project, which plans be sufficiently accurate to serve as a basis for preliminary estimate in determining the relative feasibility of the project.

"(l.) To make a preliminary estimate of the cost of constructing the high line canal under present conditions, also the various features or units of the project.

"(m.) To prepare a report with necessary illustrations so as to clearly outline all necessary plans and estimates which may be necessary in financing and organizing the project, furnishing the district with one dozen neatly bound volumes of the same.

"3. The engineers shall immediately upon execution and delivery of this contract, begin to assemble the necessary engineering organization and proceed with the work above described at the earliest possible moment, and particularly the establishment of the necessary gaging stations, and all of which work shall be finished on or before September 1, 1921.

"4. That in full compensation for the doing of the above mentioned work, within the time specified, the Engineers shall be paid in cash or its equivalent, a sum of money amounting to forty (40) cents per acre for each and every acre of land, in private ownership, within the boundaries of the District or which is subject to assessment and taxation on or before September 1, 1921, which sum of money is to be paid in monthly installments upon vouchers submitted by the Engineers in proportion to the amount of work performed that month, here to the total amount of work to be performed hereunder, and in case cash payments cannot be made as above provided, then and in that event payments shall be made in warrants of the district bearing six per cent interest in the name of John H. Lewis, as follows: Twenty thousand dollars in district warrants to be executed and delivered in denominations satisfactory to the Engineers, on or before thirty days from date hereof, and a like payment of twenty thousand dollars to be made on or before September 1, 1920, and one-half the balance due to be paid on or before April 1, 1921, the balance remaining hereafter becoming due and payable hereunder on or before September 1, 1921, upon completion of the work and delivery of the reports herein provided for. In case, however, that the work is finished and reports delivered prior to September 1, 1921, the District reserves the right to withhold a sufficient sum of money to fully meet the cost of

completing stream measurements provided for herein to and including said date, withheld amount shall be paid to said engineers at the next regular meeting of the District Directors after such date. After such date and until such time as the project is financed for construction unless otherwise directed by said district the Engineers shall continue to act as Consulting and Managing Engineers for the district, and shall be paid a monthly retainer of one hundred and fifty dollars per month and expenses for following and directing the engineering work of the district and for such time as either member of the firm may devote personally to field or office work, twenty-five dollars per day and expenses, not to exceed five hundred dollars per month and expenses for one member of the firm, and the District hereby agrees to make payments as and when provided for herein.

"5. That in case the issuance of warrants as herein provided for should for any reason be enjoined by any court of competent jurisdiction, or if any warrants after issuance should for any reason be held invalid or of no avail, then this agreement shall be construed as a binding contract, and enforceable, the district to pay the several amounts herein as soon as the necessary funds can be levied and collected as herein provided, which payments when made shall include interest at the rate of six per cent per annum from the date same becomes due until paid, which due date shall be taken for the purpose of computing interest as the date on which vouchers are filed by the Engineers with the District, or if the warrants have been issued to evidence the amounts due hereunder, then interest shall run from date of such warrants and as therein provided.

"6. That the warrants herein provided, shall prior to delivery, be registered by the District with the Treasurer thereof, and that such warrants when issued shall not be considered or accepted as payment of the several amounts due, but shall be held as collateral by the Engineers or their assigns and be used as one of several methods if found necessary to enforce the payment of the money herein provided for in cash with interest thereon from date due until date of final payment.

"7. That if funds are not available by September 1, 1920, in the treasury of the District to pay the amounts due hereunder, or to become due, then and in that event the District through its Board of Directors shall proceed immediately to make out the necessary budget, estimate possible delinquencies and levy the necessary funds to cover the obligations of this contract, and file the same with the proper county officer so that such levy will appear on tax statements in the spring of 1921, and the Engineers or their assigns are hereby authorized if found necessary to proceed in any proper court to enforce the making of the necessary levies and collection of the necessary taxes to provide all neces-

sary funds, as hereby provided to be paid by the District. In case for any reason the amount of money yielded by the tax levy made in 1920 as above provided should not be sufficient to pay the several amounts due hereunder with interest, then the District shall proceed in like manner in 1921 to levy all necessary funds, including estimated delinquencies to fully meet the obligations of this contract.

"8. As soon as tentative plans are prepared by the Engineers and recommendations made as to what if any lands adjacent to the boundaries of the District should be included within by petition, the District agrees to proceed immediately to circulate the necessary petition and take all necessary steps as provided by law to include the same within the boundaries of the District, so that the canal lines when run as provided for herein will be as near the final location as possible and so that a duplication of such preliminary plans and incidental expenses may be avoided and this preliminary work serve as a basis for the final location to be made prior to the beginning of construction.

"IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be executed in duplicate as of the 2nd day of June, 1920. "JOHN DAY IRRIGATION DIST. "By C. C. Clark, President. "By F. R. Brown, Secretary. "LEWIS & CLARK, Consulting and Managing Engineers. "By JOHN H. LEWIS."

Bond to Accompany Contract Between John Day Irrigation District and Lewis & Clark. "KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned John H. Lewis, as principal, and I. B. Lewis, as surety, are jointly and severally held and bound unto the John Day Irrigation District in the sum of thirty thousand (\$30,000) dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, jointly by these presents: "THE COPIATION OF THIS BOND "IS AS FOLLOWS: "That, as of the 2nd day of June, A. D. 1920, the said John H. Lewis as principal, herein made and entered in a certain contract, in the name of Lewis & Clark, copy of which is hereto annexed, with the John Day Irrigation District, and which contract is hereby made a part hereof, by the terms, conditions and provisions of which the said Lewis & Clark agree to make certain surveys, investigations, and reports in consideration of which certain warrants are to be drawn, registered and delivered by the District to said principal hereinafter, at the several times mentioned in said contract, which is approximately the estimated time when said amounts should become due and payable, and the principal herein agrees that in case an amount so evidenced or paid by warrants should at any time exceed the amount which would have otherwise been paid in

cash hereunder if cash were available in the treasury of the District, then this bond shall be held for the protection of said John Day Irrigation District, and the said principal herein agrees to expend any money which he may derive from said warrants which are in excess of the amount due the engineers under said contract, upon the work as outlined in said contract.

"NOW THEREFORE, if the principal herein should faithfully expend such sums or proceeds of such warrants where in excess of the amount due, on work as provided for in said contract, and in accordance therewith then this obligation is to be void, otherwise to remain in full force and effect.

"WITNESS our hands this 8th day of June, 1920.

"(SEAL) JOHN H. LEWIS, Principal "State of Oregon, County of Multnomah, ss.

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public for Oregon. "My commission expires March, 18, 1924."

"(SEAL) F. A. KNIGHT, Notary Public for Oregon.

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"I. B. Lewis, the surety named in and who executed the above undertaking, being duly sworn, deposes and says that she is worth the sum specified in the said undertaking for which she is bound over and above all her just debts and liabilities, exclusive of property exempt from execution. I. B. LEWIS, Surety.

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

"Subscribed and sworn to before me this 12th day of June, 1920. "Notary Public."

where to buy for less THOMSON BROS.

EVERYTHING IN THE STORE AT RE-ADJUSTMENT PRICES

Every Piece of Goods in Wash Dress Goods REDUCED Everything in Cotton Dress Goods REDUCED.

Everything in Domestic REDUCED

Everything in Men's, Women's and Children Shoes REDUCED. Everything in Men's and Boys' Suits REDUCED.

ALL HATS REDUCED ALL SHIRTS REDUCED ALL NIGHT GOODS REDUCED ALL UNDERWEAR REDUCED ALL ODD PANTS REDUCED

A PLEASING REDUCTION ON ALL GROCERIES

THOMSON BROS.