TO THE LAND OWNERS IN THE JOHN DAY IRRIGATION DIST. AND THE PUBLIC

[illegible]

2. [illegible] the above mentioned work within the time specified, the Engineers shall be paid in cash or warrants [illegible] at the rate of twenty dollars per day [illegible] for the time of all such and every men of work in private employ within the boundaries of the District or which is charged in assessment and taxation, on or before September 1, 1920, which sum of money is to be paid in monthly instalments upon vouchers submitted by the Engineers in proportion as the amount of work performed that month bears 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 payment 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 final 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 thereafter 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, 1920, 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 such 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.

3. 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 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.

4. 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.

5. 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 necessary funds, as herein 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.

6. 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 expense 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 DISTRICT,
By C. C. Clark, President
By F. H. 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 ($30,000.00) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successor and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH

That, whereas, on the 2nd day of June, A. D., 1920, the said John H. Lewis as principal herein made and entered into 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 and 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 herein, 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 amounts 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
(SEAL) I. B. LEWIS, Surety

State of Oregon, County of Multnomah, ss.

Subscribed and sworn to before me this 12th day of June, 1920.
(SEAL) A. F. KNIGHT,
Notary Public for Oregon.
My Commission expires March 18, 1924

JUSTIFICATION ON BOND.

State of Oregon, County of Multnomah, ss.

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.
(SEAL) A. F. KNIGHT,
Notary Public.

FIRST CHRISTIAN CHURCH.
Sunday, January 23, 1921.

The morning sermon, while of interest to all, will be a chemical sermon for the boys and girls and will be entitled "Bottles." Be present and be sure and bring the children; this is their monthly service. In the evening will be another one of the Sunday evening services, on the subject, "Perils that Menace Our Land," and the theme for the evening will be "Moonshine and the Eighteenth Amendment." Christian Endeavor services at 6:30. Great meetings these. Come and see for yourself. Everybody welcome at all the services.

LIVINGSTONE, Minister.

NOTICE TO PROPERTY OWNERS WITHIN JOHN DAY DISTRICT.

The next regular meeting of the Directors of the John Day Irrigation District will be held at Heppner on Tuesday the 1st day of February, 1921. It is requested that there be as large an attendance as possible at this meeting of the property owners within the district.

JAMES CARTY.

Tom Johnson left for Salem Sunday to see his father who is very low. The elder Johnson has been a resident of Heppner for many years, where he and his sons have followed carpentry, building many of the residences of the town. He built and owned a very substantial residence in the heart of the town which he sold to Howard M. James last fall. Shortly after giving Mr. James possession of the house, Mr. Johnson became ill and the family took him to the home of another son at Salem where his condition has since grown worse. Mrs. Lulu Johnson, county nurse, was unable to accompany her husband.—Enterprise Record-Chieftain.

Government Trappers in Morrow County.

The plan of co-operation with the Federal Government was that the Federal Government was to pay the expense of one trapper in this county and the county and stockmen were to pay for one. The Government has done considerably better than agreed as they will have two government trappers in the county within a very short time and one other man will spend a large part of his time in this section. In this way the stockmen will be getting a good deal more for their money than was originally bargained for. As long as these men give satisfaction they will be kept, when they cease to be of service we will just stop their pay.

L. A. HUNT County Agent.

Joe Bradford, who formerly resided at Heppner and followed his trade of painter and paperhanger, died recently at his home in Kirkland, Wash. He suffered from lead poisoning for years and his death was caused from this disease contracted through long years of application to his trade. Before his death he suffered three paralytic strokes, according to word received by friends here.

Harry Johnson returned from Salem the end of the week, having been called there on account of the illness of his father, Henry Johnson. Mr. Johnson is under the care of a specialist at Salem and is suffering from hardening of the arteries. He had a bad spell some ten days ago with his heart and was quite low for several days. When Harry left Salem, his father seemed to be much improved and his physicians thought he would be able to return to his Heppner home soon. Mr. Johnson is 77 years of age and up until recently has been very active and able to do a good days work at his trade of carpenter and builder.

Percy Hubes, Butter creek stockman, has been in town for the past ten days and laid up with a bad back. He is slowly recovering at the home of Mr. and Mrs. S. W. Spencer.

Mr. and Mrs. J. O. Turner departed Tuesday morning for Portland and Corvallis and will spend a week or ten days in the Willamette Valley cities.

A brisk snow storm set in here this morning and as we go to press it is still coming down with a prospect of several inches covering the ground before it lets up. It may be that big storm we have been predicting has hit us. Time for lots of winter yet.

New Location

I have moved my office from the Slocum block to the new hotel building where I will be pleased to greet my old and new friends.

ROY V. WHITEIS
Real Estate and Insurance

LOOK UP PRICES

and then compare them

Here for Real Values

Is It Groceries?
Is It Dry Goods?

PRICE ADJUSTMENT IN ALL LINES.

Bring Your Money Here.

Sam Hughes Company

Very Low Prices

ON ALL GOODS AT THE

U. S. Army Sales Co. Store

HAS PRICED ITS ENTIRE STOCK AT FIGURES WHICH MAKE EACH ITEM A VERY ATTRACTIVE BARGAIN.

Here you can buy almost anything you may need in heavy wear, and pay so little it will surprise you.

Following is a partial list of bargains you will be interested in:

Army Raincoats, Reclaimed, From $1.50 to $2.50
Army Belts 35c
Navy Pea Coats, New $12.00
New O. D. Shirts $4.25
Blankets, Reclaimed $5.00 to $5.50
Strictly Waterproof Mackinaws, new $7.50
New Goodyear Officers' Raincoats $7.50
Overalls, Union Lee, new $1.50
Coveralls, any size, new $3.00
Leather Puttees, any size, new $3.50 to $5.00
Navy Blue Serge Middies $6.50
New O. D. Heavy Wool Pants $5.00
Reclaimed O. D. Heavy Wool Pants $2.75
Heavy Sweaters, New $3.00
Army Wool Sox, Light Weight 25c
Extra Heavy Weight 50c
Wrap Leggings $1.25
Reclaimed Blouses $2.00
Army Overcoats, New $12.50
Barrack Bags, new $1.00
Reclaimed Shoes $2.00 to $3.50
About 100 pairs left. Some wonderful bargains here.
Reclaimed Slickers $1.00 to $1.50
Reclaimed Cotton Breeches $1.00
Reclaimed Woolen Breeches $2.00

U. S. Army Sales Company

GILMAN BUILDING

B. TESSLER, Manager HEPPNER, OREGON

STAR THEATER

Friday - January 21 - Friday
TOM MOORE IN
"The Great Accident"
ALSO COMEDY AND WEEKLY

Saturday - January 22 - Saturday
Edwin Carewe Presents His First All-Star Production
"RIO GRANDE"
BY AUGUSTUS THOMAS ALSO PATHE REVIEW

Monday, January 24
Dainty Watteau Girls
Another Number of the Lyceum Course
30 and 50 Cents

Tuesday, January 25
"Riders of the Purple Sage"
The greatest Western drama ever filmed. From the famous novel by Zane Grey in which WILLIAM FARNUM HAS THE LEADING ROLE.
THE STORY OF A MAN WHO WASN'T AFRAID

Wednesday and Thursday, January 26 and 27
WANDA HAWLEY IN
"Miss Hobbs"
A REAL ART PICTURE.
The story of an independent young woman who said she hated ALL men, but merely needed ONE man to make love to her to change her point of view.
A SPARKLING COMEDY IN "MISS HOBBS"

- the humanest actor on the screen

Harry Carey in **"BULLET PROOF"**

PIERRE was of that country where men's emotions burned at white heat. Pierre took a vow to become a man of peace. Then an enemy did him a grievous injury and he swore vengeance. Between this cross fire of fate two women came into his life, bringing the second ordeal of decision. You must see this picture, made by the humanest actor on the screen. It will get under your skin as few pictures ever do. Playing now.

Directed by Lynn Reynolds

SUNDAY, JANUARY 23rd and a 2-reel comedy.

Readjustment of Prices

We Need the Money, You Need the Goods.

The Place to Buy Your Groceries

SOLID PACK TOMATOES	3 for 50 Cents	$4.00 a Case
STANDARD TOMATOES	15 Cents a Can	$3.50 a Case
SOLID PACK CORN	20 Cents a Can	$4.75 a Case
STANDARD CORN	3 for 50 Cents	$4.00 a Case
SIFTED SUGAR PEAS	20 Cents a Can	$4.75 a Case
STANDARD PEAS	3 for 50 Cents	$4.00 a Case
EXTRA CUT STRING BEANS	20 Cents a Can	$4.75 a Case
STANDARD STRING BEANS	3 for 50 Cents	$4.00 a Case
P.-S. PEACHES, Sliced or Halves	50 Cents a Can	$5.50 a Dozen
EXTRA CHOICE PEACHES	45 Cents a Can	$5.00 a Dozen
STANDARD PEACHES	40 Cents a Can	$4.50 a Dozen
P.-S. APRICOTS, NONE BETTER	55 Cents a Can	$6.00 a Dozen
EXTRA CHOICE APRICOTS	45 Cents a Can	$5.00 a Dozen
STANDARD APRICOTS	35 Cents a Can	$4.00 a Dozen
M. J. B. COFFEE	1 pound 55 Cents	5 ponuds $2.65
PEABERRY COFFEE, Bulk		3 pounds for $1.00
WHITE FLYER LAUNDRY SOAP		16 Bars for $1.00

In fact we are going through the whole stock, cutting prices as the market drops. We guarantee to fill you a bill of goods cheaper than you can buy anywhere.

Thomson Bros.

The place where your dollar is taught to have more cents