

STERLING MINE TO BE REOPENED BY NEW YORK MEN

Representing one of the strongest concerns in their line, B. S. Bullis and son, B. S. Bullis, of New York City are in Medford on their second visit within the past six months.

The immediate business that brought the younger Mr. Bullis here this time is in connection with the Sterling placer mine, which he intends to develop to its utmost capacity by means of a high line water ditch.

Mr. Bullis has extensive interests in street and interurban railway systems in other localities and is the man who intended to ask for a franchise in Medford until the Minney people applied.

BARNUM QUILS TROLLEY PLANS FOR TIME BEING

W. H. Barnum today made a formal announcement that the application of his company for a trolley line franchise in Medford had been withdrawn at present although they may again apply in the future.

"We intend to see that Medford gets a trolley line," stated Mr. Barnum, "if the other company should fail to proceed we will ask for a franchise and proceed."

"In justice to Mr. Boggs, city attorney, I wish to state that he no longer represents us in the matter and his acceptance of the new position is entirely proper."

Bullis project would be a line in that direction with possible connection with the Blue Lodge.

Mr. Bullis, however, is not ready to make any statement of his plans. He is a believer in the future of the Rogue river valley, has made two visits here, and has already invested. At present he is sizing up a number of propositions with a view of possible further investments.

Star of Bethlehem at Star



Wonderful Bible story told by film shown at Star Friday and Saturday.

BILL PROVIDES FOR RECALL OF SENATORS

SALEM, Ore., Jan. 23.—Providing for the recall of United States senators and representatives in congress, a bill introduced in the house by Representative Lawrence, is today under consideration.

The bill requires that any person who shall be a candidate for United States senator, or for congress, shall at the time of filing his declaration, sign one of two statements. The first statement requires that he will resign his office within 24 hours after he shall receive the official returns of the election recalling him.

For the recall of a senator a petition with 20,000 signers must be filed with the secretary of state. In the case of a congressman, 7000 signers are necessary.

TO CURE A COLD IN ONE DAY. Take LAXATIVE BROMO Quinine Tablets. Druggists refund money if it fails to cure. E. W. GROVE'S signature is on each box. 25 cents.

The San Francisco, Cal., Typographical union has a membership exceeding 1900.

FATALITIES FOLLOW TACOMA FIGHT

TACOMA, Wash., Jan. 23.—One man is dead, one is dying, and several others are under arrest as the result of a street fight between two gangs of foreigners in the southern part of the city last night.

Fred Horst, 29, died at St. Joseph's hospital at midnight. His jugular vein was severed and he had also suffered from a bullet wound in the head. Fred Braham was carried into the hospital, unconscious from loss of blood, which flowed from deep knife wounds that almost covered his body.

Seven men, including two brothers of the dead man, were arrested and a squad of detectives today is searching for others who are said to have taken part in the affray.

TOO LATE TO CLASSIFY

FOR SALE—One Great Dane puppy. Inquire 245 N. Oakdale Ave. 262

FOR SALE—Old Trusty incubator. C. A. Myers, 808 Dakota. 265

WANTED—Second hand typewriter. Phone 3441. 262*

WANTED—To exchange Portland property for Medford. Clark Realty Co.

WRITTEN ON FACES--TIRED, ACHING FEET

A TIZ Foot Bath Is One of the Joys of Living

A Free Trial Package Proves It No comfort anywhere. Swollen feet rob the day of all its sunlight. But it's a TIZ foot bath tonight. Tomorrow is all smiles and fleet-footedness.



TIZ is a wonder to draw out all those acid poisons that sag down into the legs and feet. TIZ shrivels a hard corn into nothing, drives away bunions, reduces your feet to fit your shoes and enables you to run like a deer or stand and drill like a soldier.

Get a box of TIZ, 25 cents at any druggist, department or general store, or send to Walter Lather Dodge & Co., 1223 S. Wabash Ave., Chicago, Ill., for a free trial package. Not to try TIZ is to invite misery. Don't waste time with substitutes.

TO BRING PROSPERITY

THE DEVELOPMENT AND PROSPERITY OF THE ROGUE RIVER VALLEY DEPENDS LARGELY UPON IRRIGATION. THE ENTIRE VALLEY SHOULD BE PLACED UNDER WATER. IT WILL NOT ONLY DOUBLE THE PRODUCTIVITY BUT ENHANCE THE VALUE OF THE LAND.

IF THE REQUIRED ACREAGE CAN BE SIGNED UP, THE ROGUE RIVER CANAL COMPANY WILL EXTEND ITS CONDUITS TO COVER THE ENTIRE VALLEY, AT A COST OF OVER A MILLION AND A HALF DOLLARS. A VERY REASONABLE CONTRACT IS OFFERED, PAYMENTS ARE EASY AND THE WATER CAN BE MADE TO PAY FOR ITSELF VERY EASILY.

THE CONTRACTS WILL BE PLACED IN ESCROW AND RETURNED IF THE REQUIRED ACREAGE IS NOT SECURED. THE FOLLOWING IS THE FORM OF CONTRACT AND ESCROW AGREEMENT:

WATER CONTRACT

This Agreement made and entered into this... day of... 1913, by and between the ROGUE RIVER CANAL COMPANY, an Oregon corporation, party of the First Part and... Party of the Second Part.

WITNESSETH: The Party of the First Part, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the Party of the Second Part, has bargained and sold and does by these presents bargain, sell and convey unto the said Party of the Second Part a perpetual right to participate in the use of the waters flowing through its irrigation system to irrigate... acres out of the tract of land described below to the extent of but not to exceed one and one-half acre feet per acre for each annual irrigation season and does hereby covenant and agree as follows:

(1.) That it has acquired from the State of Oregon by enlargement Permit No. 19, Permit No. 407 and Reservoir Permit No. 50, the waters of Four Mile Lake in Klamath County, Oregon; of Fish Lake in Jackson County, Oregon, with catchment canal connecting said lakes, and the waters of Little Butte Creek, to a sufficient amount to irrigate 55,100 acres to a depth of one and one-half feet during each annual irrigation season and that it will construct and maintain a system of reservoirs, canals, conduits, laterals and surface supply pipes sufficient to conduct and will conduct, to the lands hereinafter described, water for irrigation thereof to the amount of and not to exceed one and one-half acre feet per acre for each annual irrigation season, measured at the intake of each diversion from the Main Canal or Laterals.

(2.) That all canals and laterals will be constructed of such capacity that water can be delivered either in continuous flow or in rotation as will best serve the diversified interests of all users.

(3.) That such water will be delivered at such point within each legal subdivision of forty acres embraced within or within which is embraced the land hereafter described as is most practicable and that when necessary it will install and maintain suitable measuring devices for the measuring of said water.

(4.) That it will not at any time enter into any contract or contracts with other persons which will require a greater amount of water than the First Party can supply to its users, per acre as herein specified.

(5.) In consideration of the premises, said Second Party does hereby accept the conveyance of said Water Rights to the extent of... acres as aforesaid and does hereby agree as follows:

(1.) That he will pay for said Water Right at the rate of fifty (50.00) Dollars for each and every acre thereof. (The same being the present uniform charge per acre for a perpetual right to participate in the use of said water) in the manner following, to-wit: The sum of... Dollars at the time First Party shall, under the terms of this contract, be ready and able to actually furnish and deliver its water upon the premises hereinafter described for irrigation in the manner and quantity herein provided.

The sum of \$... principal and \$... interest one year from said date.

The sum of \$... principal and \$... interest two years from said date.

The sum of \$... principal and \$... interest three years from said date.

The sum of \$... principal and \$... interest four years from said date.

The sum of \$... principal and \$... interest five years from said date.

The sum of \$... principal and \$... interest six years from said date.

The sum of \$... principal and \$... interest seven years from said date.

The sum of \$... principal and \$... interest eight years from said date.

The sum of \$... principal and \$... interest nine years from said date.

(7.) That he will use economy and good husbandry at all times in the use of said water and that he will not allow any of said water to run to waste and that any and all water in excess of that actually needed by the Second Party shall be permitted to remain in the canals and laterals of the First Party and First Party shall have the right, at its option, to reclaim all waste water passing from the lands herein described and to subject the same to its control.

(8.) That in case of contingency causing damage to Second Party by water from the distribution system or source of supply of First Party, immediate notice thereof shall be given to First Party as soon as the same shall come to the knowledge of Second Party and no action or set-off or counter claim shall be maintained by Second Party for damages which said First Party could have prevented if due notice had been given. Such notice shall be given by telephone, mail or any other usual channel of conveyance.

(9.) That he is the owner of the... title to the property hereinafter described.

In consideration of the Mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

(1.) That the First Party shall be responsible to Second Party for actual damages committed to crops or improvements in the installing, enlarging or repairing of any part of the distribution system of First Party crossing any part of the lands hereinafter described.

(2.) The irrigation season during which water is agreed to be furnished hereunder is fixed to begin not later than April 1st of each year and shall not close prior to October 15th of each year.

(3.) That the First Party shall not be responsible in any manner for a deficiency of water caused by scarcity of natural water supply, damage by flood or freezing, hostile diversion or obstruction, forcible entry, riot, legal restraint or act of God, or in any case not controlled or attributable to the negligence of First Party and if for any reason there should occur, at any time, a shortage in the water supply, then the amount of water that is available shall be distributed to the lands entitled thereto on a pro-rata basis either in time or in quantity or both, and in such event the annual maintenance charge for said years shall be reduced in like proportion.

(4.) The Second Party may determine for himself (subject to the terms and conditions hereof, and said rules and regulations of First Party) the quantity of water (within the total amount to which he is entitled) which he will use at any one period in or during the irrigation season, except that Second Party shall not be allowed at any one time to use more than one-third of said total amount, nor shall such one-third quantity be used in any irrigation season more frequently than at the expiration of a thirty day interval.

(5.) All water conserved for hereunder shall be apportioned to the land hereafter described and shall be used for irrigation and domestic purposes only and shall be measured at the point of diversion from the canal or lateral.

(6.) The land and premises affected by this contract are situated, lying and being in Jackson County, State of Oregon, and are more particularly described as follows, to-wit:

Upon concluding its investigation and determination, the said committee shall make a written report to said Bank, a report signed by four members of the committee, to be deemed a report of the committee, and if said report shall state that said committee is of the opinion after such investigation, that First Party is ready, able and has on hand or available sufficient funds to construct said system and that the plans and specifications of said system are sufficient and suitable to provide a permanent and adequate system of irrigation for 55,100 acres of land under First Party and canals and that said First Party owns or has available a supply of water adequate to irrigate all of the lands covered by all the contracts in escrow in said Bank in the manner provided by said contracts, then said Bank shall upon receiving said report deliver all of said contracts to First Party. But if said Committee or two or more members thereof shall state in said report that from investigation they are not satisfied as to all the aforesaid matters, then upon receipt of said report said Bank shall return each of said contracts to the Second Party named therein, who executed the same and the same shall be considered cancelled and surrendered and in all respects null and void.

(7.) When the First Party shall have issued its contracts to supply water to irrigate all the lands under its canals and laterals or so much thereof as its supply of water is adequate to permanently irrigate in the manner herein provided and shall have received payment for 30,000 acres thereof or its equivalent then said First Party covenants and agrees that it will, on demand, convey to any corporation, selected and designated by a majority of the owners owning land so irrigated, the title to said irrigation system including the water rights, reservoirs, canals and all other holdings of the First Party necessary in the storing and delivering of said water to the lands to be irrigated, but not the unpaid amounts to become due on the outstanding contracts and thereafter title thereto shall be vested in said corporation and subject to its management and control. Provided, however, that all the owners of lands so irrigated from said system, shall be given equal right to the membership and privileges of such corporation in proportion to the acreage of land so irrigated and owned by them and provided that any such corporation may, at any time, become entitled to said conveyance by purchasing from the First Party the remainder of its unsold water at the price per acre herein named and in the event of such conveyance to said corporation, all the obligations of Second Party to make the payments of \$2.50 per acre per annum as a maintenance charge, shall immediately cease and terminate.

(8.) This contract shall be binding upon the executors, administrators, heirs, assigns and successors of the parties executing it.

WATER ESCROW AGREEMENT

The Contract hereto attached is hereby placed in escrow in the Medford National Bank of Medford, Oregon, to be held by said Bank subject to the following conditions:

IF WITHIN 18 months from January 1st, 1913, there shall have been placed in said Bank a sufficient number of contracts of similar tenor to this contract, to justify the Party of the First Part to said contracts, in building and completing its entire system adequate to irrigate 55,100 acres of land in the Rogue River Valley and said First Party shall within said time notify said Medford National Bank thereof, said Bank shall cause to be mailed through the United States Mail to the Second Party hereto and to each of the Second Parties to each and every other contract, placed in escrow in said Bank, a notice fixing the time and place of meeting of the Second Parties to said contracts addressed to each said Second Parties at his Post Office address as stated in said Contracts respectively or if no address be stated in said contracts then at Medford, Oregon. Said notices shall be given not less than ten days before said meeting and said meeting shall be held in some convenient place in the City of Medford. At said meeting a committee of five shall be chosen from among the said Second Parties. Each of the Second Parties at said meeting shall be entitled to a number of votes equal to the number of acres of land for which he has contracted to purchase water as aforesaid. Such committee shall be chosen by a majority of the acreage represented at said meeting and also by a majority in number of those present.

It shall be the duty and function of said committee:

FIRST:—To examine into the responsibility and financial condition of the First Party and to determine whether or not the First Party is ready and able and has in hands or available the necessary funds to actually construct the entire system and to carry out and perform all the terms of said contract.

SECOND:—To examine the plans and specifications and details of its proposed irrigation system and to determine whether or not the same are adequate and sufficient to furnish and supply water to 55,100 acres of land under its canals and ditches in the manner provided by said contracts.

THIRD:—To make such investigation as they may deem necessary and to determine whether or not the First Party has available sufficient supply of water to irrigate all of the lands to be irrigated under all of the contracts so in escrow in said bank.

It is understood and agreed that said committee shall be afforded, by the Party of the First Part, all information and facilities of every character in its possession that it may require in making said investigation and determination; that if it deem it necessary it may call to its assistance any expert in Water Supply or Irrigation and that the First Party will pay the reasonable charge of said experts if not being the intention, however, that the time necessary to make measurements of the run off of streams extent of water shed, size of reservoir basins, or other physical factors connected with said system shall be taken, but that reports as to such matters furnished by the U. S. Hydrographic Survey, the Water Board of the State of Oregon or other equally reliable sources shall be taken as the basis of such investigation and that not more than 40 days shall be consumed in making the same.

Upon concluding its investigation and determination, the said committee shall make a written report to said Bank, a report signed by four members of the committee, to be deemed a report of the committee, and if said report shall state that said committee is of the opinion after such investigation, that First Party is ready, able and has on hand or available sufficient funds to construct said system and that the plans and specifications of said system are sufficient and suitable to provide a permanent and adequate system of irrigation for 55,100 acres of land under First Party and canals and that said First Party owns or has available a supply of water adequate to irrigate all of the lands covered by all the contracts in escrow in said Bank in the manner provided by said contracts, then said Bank shall upon receiving said report deliver all of said contracts to First Party. But if said Committee or two or more members thereof shall state in said report that from investigation they are not satisfied as to all the aforesaid matters, then upon receipt of said report said Bank shall return each of said contracts to the Second Party named therein, who executed the same and the same shall be considered cancelled and surrendered and in all respects null and void.

It is further understood that if said Bank shall not receive report from the committee of said Second Party for a period of 60 days after said meeting above provided, said Bank shall upon demand deliver all of the said contracts to the First Party.

In case a sufficient number of contracts are not secured as aforesaid, then this contract shall be returned to Second Party and the same shall be null and void.

IN WITNESS WHEREOF, THE FIRST PARTY has hereunto caused its name and corporate seal to be affixed and SECOND PARTY has hereunto set his hand and seal this... day of... 1913.

ROGUE RIVER VALLEY CANAL CO., Vice President.

By... (Seal) Post Office Address of Second Party.

WITNESS: ... (Seal) ... (Seal) Post Office Address of Second Party.

THIS ADVERTISEMENT IS TO LET THE PUBLIC KNOW THE TERMS UPON WHICH WATER CAN BE SECURED. IT IS NOT PAID FOR BY THE ROGUE RIVER CANAL COMPANY BUT PRINTED BECAUSE THE MAIL TRIBUNE DEEMS IRRIGATION ESSENTIAL TO THE WELFARE OF THE VALLEY.