

BOYS SHOOTING SONGSTERS IN CITY RAISE PROTEST

The residents of the southwest portion of the city are protesting the action of a number of small boys who have been engaged since the first of the year in killing song birds in that section with 22 rifles and air guns. It seems that the slaughter followed Christmas when the boys secured guns for presents.

Larks, robins and blue birds are the particular prey of the youngsters who evidently do not know that the state game laws are very stringent in regard to song birds. It is also a violation of a city ordinance to discharge a fire arm within the city limits.

TO TEST ROGUE VALLEY COAL NEXT TUESDAY

A test will be made Tuesday of the coal which is being produced in the Rogue River valley. An apparatus will arrive the first of the week which will be used in the experiment. A recent method has been discovered in which fine coal can be used in the place of oil in manufacturing gas.

COMMITTEE AT WORK FRAMING FAST CAMPAIGN

The irrigation committee appointed by the Medford Commercial club to arrange for a meeting to be held in the city in order to properly inaugurate a campaign for the securing of irrigation over the entire floor of the valley, has been hard at work for several days past and are now getting their campaign in shape to submit to the club and public.

The campaign will have the backing of the various organizations in the valley. The land owners will be asked to contract for water. These contracts will be placed in escrow until a sufficient acreage is secured to go ahead.

The residents of the valley are alive to the possibilities and need of water and the campaign will probably be effective.

It is likely that a plan for the use of the local coal in the manufacture of gas will be considered.

The Talent coal mine at present is being developed on a large scale and which promises to be one of the most important factors in the development of the Rogue River valley.

GREAT DAMAGE IN WASHINGTON RESULT OF THAW

SEATTLE, Wash., Jan. 25.—Reports from all parts of Washington today show great damage was caused by the sudden thaw following a southwest storm. Forty men were buried, one of whom was killed, and a snowplow wrecked by a slide near Laconia on the Milwaukee line, which is completely blocked. The dead man is Arnold Jacobson, a laborer of this city.

Slides on the Great Northern blocked the road and cut communication so that it is impossible to estimate the amount of damage. Beginning Sunday this road will cut it's overland passenger service in half to facilitate the handling of freight.

CITY TREASURER'S NOTICE

Notice is hereby given that there are funds in the city treasury for the redemption of Warrant No. 2, issued against Lateral 14, District No. 6. Interest will cease after date of this notice. Dated January 24, 1913. G. H. SAMUELS, City Treasurer.

BITTER FIGHT ON IN COMMONS OVER WOMAN SUFFRAGE

LONDON, Jan. 25.—Militant suffragettes held mass meetings through out London today preparatory to Monday's meeting of the house of commons, when the debate on the struggle to obtain the ballot for women will be continued. The commons adjourned at 6 o'clock yesterday evening after a day marked by bitter discussion of the amendment to eliminate the word "male" from the franchise bill.

Lewis Harcourt, colonial secretary, who made a bitter assault on the suffrage amendment, was the target today for the wrath of the suffragettes. He referred briefly to the women who recently burned the ancestral hall at Nuneham park.

The suffragettes are confident that the measure will carry, relying largely on the support of David Lloyd-George, Sir Edward Grey and Lord Hugh Cecil. Lord Hugh characterized Harcourt's speech as the most damaging he had ever heard against the present government.

Hotel Medford

Rooms without bath 50c per day and up. Rooms with bath \$1.50 per day and up. Special rates by week or month. Combination breakfast every morning 25, 35 and 45 cents.

50c SUNDAY DINNER 50c California Olive Spiced Gherkins Consomme Reine Margot Green Sea Turtle Kahler Klub Style Cutlets of Young Alaska Flounder & Bescobond Pommes L'Alban

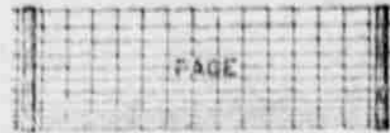
Roast Domestic Duckling Barister Apple Sauce Saddle of Lamb with Green Mint Sauce Baked Potatoes Escalloped Tomatoes Fruit Salad a la Medford Green Apple Pie Cocoanut Cream Pie Vanilla Ice Cream Assorted Cakes

Swiss Fromage Saltine Wafers Cafe Noir Sunday January 26th, 1913 Hotel Medford 50c Table D'Hote Dinner From 5:00 p. m. to 8:30

During meal hours beautiful music and singing will be rendered by Herr Carl Grissen and Mme. Evelyne.

YOU WILL SAVE MONEY IF YOU BUY PAGE FENCE

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We can supply you with anything in the fence line, or will contract to fence your farm complete. Let us figure with you.

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"THE PAGE FENCE MEN"

134 N. Riverside Ave.

Medford, Oregon

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.....191.... 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. 59, 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. 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. (3.) 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. 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: (2.) The sum of..... Dollars at the time this contract, he ready and able to actually furnish and deliver its water upon the premises herein 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. All deferred payments to bear interest at the rate of six per cent per annum, the interest to begin when the initial payment becomes payable as aforesaid. Any or all payments may be made before due and interest abated accordingly. (3.) That they will pay to the Party of the First Part the sum of \$2.50 per acre per annum on or before the 15th day of October of each and every year as an annual maintenance charge for the delivery of said water. (4.) All of said sums due and payable under this contract to be paid at the office of the Company in Medford, Oregon, and if not paid when due the same to draw interest at the rate of six per cent per annum payable semi-annually. (5.) That to secure the payment of all sums agreed to be paid by Second Party to the First Party hereunder and the interest thereon, the Second Party hereby gives and grants to the First Party a lien upon all of the land herein described. (6.) The Second Party does further hereby give and grant to said First Party the necessary rights of way over and through the lands hereinafter described and the right of entry thereon, for the purpose of constructing, maintaining, repairing or enlarging its canals, laterals and pipe lines. (7.) That the First Party may from time to time make reasonable rules and regulations as it may deem necessary for the proper control and distribution of its waters, but shall not decrease the total quantity of water to be delivered or increase the charges under this contract.

(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 hereinafter 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..... 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.) 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 contracted for herein shall become and be appurtenant 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: together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, containing..... acres. It is mutually agreed between the parties that in case the number of acres of water rights contracted for hereunder is less than the acreage of land above described, then and in that event the Second Party will, as soon as the First Party has constructed its Main Canal and Laterals for the irrigation of said lands, execute and deliver to Second Party a written declaration particularly describing that portion of the above described premises upon which he desires water rights contracted hereunder to apply, which premises must be under the canals of the First Party. Such declaration shall be executed and acknowledged in the same form as deeds or other conveyances and shall be delivered to First Party within ten days after being notified that the canals and laterals have been constructed as aforesaid. Such declaration shall be recorded in the Deed Records of Jackson County, Oregon, and when so recorded this contract shall then apply only as to the land described in said declaration. (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. 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 15 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, so 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 a 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 expert. It 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 its ditches 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....., 191....

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.