

IRRIGATION COST IN CALIFORNIA

Councilman J. W. Mitchell is in receipt of a letter from W. H. Humphrey of 815 East Main street, who is spending the winter in Los Angeles. The letter is a boost for the valley in more ways than one and bears out the opinions expressed by most every one who goes to southern California from here.

Mr. Humphrey's letter follows: "San Diego, Cal., Jan. 30, 1913. "Dear Sir: Well, Mr. Mitchell, how are things in the city prospering? I tell you, Mitchell, our city and valley has this place beat a mile. Of course, San Diego is going ahead fast, but it's all climate, and they have none the best of us in that respect in December, January and February. The balance of the year we are ahead of this. The hills are nothing but sand and rock, and the whole country is sand, and where there is no water to irrigate with there is nothing growing but cactus. Where they do have water it is an almighty expensive that it takes about all the crop to pay for the water. They have been getting water at \$7 per acre for the season, but the company has been losing money and is trying to put the price

up to \$24.50 per acre for the season.

"I really think that one acre of our pear and apple land is worth two acres in this country for profit. The orange and lemon crop in this country is a total loss, as well as all vegetables. All lemon and orange trees up to three years old have been killed by the frost and many old trees are damaged materially. For the life of me I cannot see why our land is not more valuable than this land. Our prices are about one-third to one-half of prices here.

"Let me hear from you soon. "Yours sincerely, (Signed) W. H. HUMPHREY."

WEST WILL ATTEND EUREKA ROAD MEET

SALEM, Or., Feb. 4.—Governor West has today accepted an invitation to attend a big good roads meeting at Eureka, Cal., next August, when the governors of all the Pacific coast states and many men noted in the movement for good highways will be the guests of the California city.

A bitter fight has been started against the company or so-called "Pluck Me" stores conducted by steel and iron and coal and coke companies operating in the Pittsburgh district in Pennsylvania.

OFFICERS CHOSEN FOR COUNTY FAIR

The directors of the Rogue River Valley Fair association held their annual meeting in the office of Secretary Ware Monday evening. The annual report of the secretary showed the association to be in good condition.

It was decided to change the name to the Jackson County Fair association.

The following directors were chosen for the ensuing year: J. D. Bell, S. I. Brown, J. W. Dressler, M. Adams, John Sheridan, C. W. Ashpole, S. Wolf, Dr. J. L. Helms, A. K. Ware, S. S. Smith, E. G. Trowbridge, O. M. Selby, C. E. Tull, J. T. Sullivan and W. H. Canon.

The board of directors met and selected the following officers: President, J. T. Sullivan; first vice-president, J. D. Bell; second vice-president, M. Adams; secretary, S. I. Brown; treasurer, W. H. Gore.

Executive committee—J. T. Sullivan, S. I. Brown, W. H. Gore, S. Wolf, C. E. Tull. Finance committee—J. Sheridan, J. W. Dressler, O. M. Selby, Dr. J. L. Helms, S. S. Smith. Program and advertising committee—S. S. Smith, S. I. Brown, Dr. J. L. Helms, A. K. Ware. Agricultural committee—Frank

TEXAS TRIBUTE PAID TO O'GARA

"Farm and Ranch," the leading agricultural journal of the southwest, published at Dallas, Tex., devotes its leading article, under the caption, "Fighting Jack Frost in Oregon," to the Rogue River valley and Professor P. J. O'Gara, who is given due credit as being one of the greatest fruit authorities and orchard pest eradicators.

The opening paragraphs read: "In the little city of Medford, Or., lives an Irishman who has conquered the weather. The folks of Rogue River valley say he has gotten a half-Nelson on Jack Frost.

"This boss of the weather answers to the name of P. J. O'Gara, a long-legged, keen-eyed individual who holds down a hard job and is doing big things. This man O'Gara has a wonderful capacity for work; but it does not equal his capacity for blarney. He blarneyed the folks of California into eradicating fire blight; he blarneyed the folks of Rogue River valley into doing the same thing, and he has blarneyed them into co-operating for their own benefit. By this wonderful use of his racial gift O'Gara has developed one of the most perfect organizations for orchard improvement in the world."

Then follows a resume of Professor O'Gara's work in Southern Oregon; how he brought about changes in the fruit laws and united the growers; how he introduced new ideas into fruit raising, all tending toward perfection; how he evolved the smudge pots and their mixtures until they became scientifically perfect; how he puts Jack Frost on the run in the spring and orchard blights the rest of the year; how he guesses the weather and how all his experiments have been proven practical, ranking him as one of the leading scientists of the world.

OBITUARY

Miss Daisy W. Clayville, aged 29 years, died at her father's residence at 1122 West Main street, at 11 o'clock Monday. She had been a resident of Medford for over two years and is well known in the city. She leaves a father, two brothers and a sister. The funeral services will be held at the residence Wednesday at 2 p. m., with Rev. Eldridge officiating.

Meritol Pile Remedy

A new scientific preparation for both internal and external use and absolutely without an equal for the treatment of piles in any form. Ask us to show you this remedy and explain its many advantages. Leon B. Haakins.

ENTERTAIN TALENT PEOPLE NEXT THURSDAY

Meerkamp Van Eueben and daughter of Rotterdam, Holland, who are visiting Mr. and Mrs. Leonard Orthup of Talent are to entertain Talent people in the new school building Tuesday evening, February 11, assisted by a male chorus of fourteen voices from Ashland and other Ashland artists. Mr. Meerkamp Van Eueben is an accomplished pianist and Miss Meerkamp Van Eueben a pleasing soprano and an evening of rare pleasure is anticipated.

WHITE WYANDOTTES

Eggs for setting and stock for sale from the best birds in Southern Oregon. Winners of 1st prize for pen, 1st cock, 1st and 2d pullet and 2d hen at Grants Pass Poultry show 1913. J. H. FULLER, Talent, Oregon.

ZEROLENE FOR AUTOMOBILE LUBRICATION. Zerolene leaves practically no carbon. It "stands up" under any speed and heat. Sold in 1/2, 1 and 5 gallon cans—the small cans flat shape, easy to handle—just fit in the tool box. For Sale Everywhere Standard Oil Comp'y (Incorporated)

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 WATER ESCROW AGREEMENT

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. 497 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. 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: 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 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. (2.) 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. (3.) 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. (4.) 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. (5.) 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. (6.) 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 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 an 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 contracted for hereunder 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 thereto 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 control 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.

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, 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 to 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 hand 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... 1913. ROGUE RIVER VALLEY CANAL CO., By... Vice President. By... Witness: (Seal) (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.