### SHERIFF IS GIVEN RAISE IN WAGES

troduced by the Jackson county dele- that such sum shall not exceed eight gation, leaves salaries as they are, except in the sheriff's office, where \$50 a month additional is provided may be necessary, but whose number for a jailer, and traveling expenses and compensation shall be determined between \$25,000 to \$40,000 for the totalling \$800 per annum for the and fixed by the county court. sheriff authorized.

The tall reads as follows:

Sec. 3075. The county officers of Jackson county shall receive as com- dent may, at his discretion, employ a pensation for their services the following salaries:

1. County judge, \$1800

per day for each day employed in the clerk or stenographer. Any claim for transaction of county business. County treasurer, \$1200.

4. County clerk, \$2000; (a) deputy \$1000.

\*2000 duty of the recorder to report any statement of the necessary travelling appointment of a deputy to the coun-expenses insurred in the discharge of ty court for its approval at the next his duties, which claims shall be audterm thereof following such appoints ited and paid as other claims against

uty \$1500; (b) juilor, \$50.00 per mouth; (e) the sheriff shall appoint such other deputies as may be necessary, but whose compensation shall be determined and fixed by the comty court.

8. The sheriff shall make out nonthly a statement of the necessary traveling expenses incurred in the discharge of his duties, which claims shall be audited and paid as other The Jackson county salary hill, in-claims against the county; provided, hundred dollars per annum.

9. Assessor, \$1500; (a) the assessor shall appoint such deputies as

10. County school superintendent, \*1800.

11. The county school superintenclerk or stenographer, and shall be allowed a sum not to exceed three hundred (\$300.00) dollars per annua 2. County commissioners, \$4.00 in payment for the services of such the services of such clerk or stenographer shall be certified to by the county school superintendent and shall be paid by the county court out 5. Recorder of conveyances, of the general fund of the county.

12. The county school superinten-6. Deputy, \$900. It shall be the dent shall make out quarterly a the county; provided, that such sum Sheriff \$2,500; (a) chief dep- shall not exceed \$200 per anaum.

# PLANS \$40,000

Rogue River Fruit & Produce association yesterday it was decided to build a central storehouse in the cars of fruit.

A. C. Randall was elected presi-C. Flero, secretary and treasurer,

was named:

E. F. Guthrie, Austin Corbin. Hamill, Dr. Geo. B. Deane.

Mass Meetings of Orchardists

growers into a more perfect union the board of directors of this corpo- also free from worms or any disease to hold mass meetings of orchardists corporation. in Medford every month, the first "Article 1, section 6-No director best interests of the association, in March. To perfect plans for these to hold any other office or position in the foregoing grades at any meeting STORAGE PLANT in March. To perfect plans for these to hold any other office or position in the foregoing grades at an the employ of the Rogue River Fruit of the board of directors. At the annual meeting of the orchard, and Leonard Carpenter of treasurer. Veritas orchards.

Changes in By-Laws .

"Article 1, section 8-No person ants to do the work. accommodation of from 100 to 150 shall be eligible to hold office as an "Article 6, section 1-Three grades the apples and pears of said member, from putting into effect certain re-In order to organize the fruit and permit any officer or member of breaks in the skin or black bruises, rate account."

ation and team play, it was decided rector of any such fruit seiling or ple, distributing association, agency or

meeting being the second Saturday of this corporation shall be allowed change the names or qualifications of was appointed: R. H. Parson, Con- & Produce association other than "Article 7-The members of this

A number of changes were made accounts of the Rogue River Fruit & ber be marketed through the associain the by-laws of the association, the Produce association audited once ev- tion, the association shall be entitled near future in Medford at a cost of more important being as follows; ery year, employing expert account- to collect from said member a com-

officer or director of this corpora- of apples are established as standards however the remaining portion theretion who shall be directly or indirect. for this association, namely: 'Extra of be marketed. In applying this bydent and general manager, A. C. Al- ly engaged in or a representative of lancy, 'fancy' and 'C' grade. Apples law, each season's products shall be city by the power company for eleclen was elected vice-president and A. any fruit or produce commission bus- in boxes marked 'extra fancy' shall considered separately. iness, and any officer or director en- be sound, smooth, free from bruises, The following board of directors gaging in such business of accepting worms, worm stings or disease, and the authority to require members ance a year ago, providing maximum such position shall thereby become have proper shape for the variety, handling their fruit through the as- charges. The company continued to Three-year term - W. V. B. Camp- disqualified as such officer or di- fully matured. All red varieties in sociation to enter into a contract for collect its old rate. The city refused bell, C. W. Potter, Alfred Carpenter, rector, and the board of directors this grade shall be 75 per cent or the pooling of the proceeds of any to pay them and the company is new shall thereupon declare his office va- higher red. The 'fancy' grade shall variety or varieties thereof with the suing for \$3,266.10 difference. Two-year term R. C. Washburn, cant. Providing, however, that if at consist of apples sound, smooth, prac- proceeds of all other fruit handled. An injunction is asked to restrain R. H. Parsons, A. C. Allen, P. W. any time the board of directors of tically free from bruises, worms, by the association of the same size the city from interferring with the this corporation shall consider that worm stings or disease, and have or tier, grade and variety; provided, company pending the hearing of the One-year term A. C. Randall, A. it will be for the best interests of reasonably proper shape for the va- however, where any member fails to case, a recent ordinance having made C. Fiero, E. S. Palmer, G. A. Hover, this association that any officer or riety, fully matured. All red vari- or refuses to sign a contract for the the new rates efective at once. The new men on the board are W. member of its board of directors be etles in this grade shall be at least handling of any of his fruit on or be-V. B. Campbell, E. F. Guthrie and a director or officer in any fruit 30 per cent red, except Spitzenberg, fore September 1 for apples, August Austin Corbin, the others are reselling or distributing association. Winesap, Jonathan and Arkansas I for pears, of any year, the board of

and to foster and encourage co-oper. ration to serve as an officer or di- which injures the quality of the ap-

"The poard of directors may, if they deem it expedient and for the

president, vice-president, manager, association shall be permitted to martral Point; H. C. Joy. Coker Butte auditing committeeman, secretary or ket their products by sale or consignment, either direct or through the as-"Article 2, section 2-The auditing sociation; provided, that if any por- The California-Oregon Power comcommittee shall have the books and tion of the apples or pears of a mem-

"The board of directors shall have elected or held over from other agency or corporation, said board Black, which shall be at least 50 per directors shall have the right to de- if PAZO OINTMENT falls to cure may by an affirmative vote of three-cent red. The 'C' grade shall con-termine whether or not such fruit any case of Itching, Blind, Bleeding tourths of all its members authorize sist of apples sound, free from any shall be pooled or handled on sepa- or Protruding Piles in 6 to 14 days.

pany has instituted proceedings in the United States district court at mission upon the proceeds of all of Pass, through its mayor and council, tricity for light and power.

The city council passed an ordin-

Piles Cured In 6 To 14 Days.

Your druggist will refund money

## BRING PROSPERITY

THE DEVELOPMENT AND PROSPERITY OF THE ROGUE RIVER VALLEY DEPENDS LARGELY UPON IRRIGATION. THE ENTIRE VALLEY SHOULD BE PLACED UN. DER 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 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 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 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:

The sum of. 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 accord-

ingly. (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 bereunder 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 de-

scribed and the right of entry thereon, for the purpose of constucting, maintaining, repairing or enlarging its canals, laterals and pipe lines. 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 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 quan tity of water (within the total amount to which he is entitled) which he will ise 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

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 owing 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 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 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:

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, 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

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

IN WITNESS WHEREOF, THE FIRST PARTY has bereunto caused its name and corporate seal to be affixed and SECOND PARTY has bereunto set 

	Vice President
	By
WITNESS:	
********************	
***************************************	Post Office Address of Second Par

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.