CONTRACT MADE TO DEVELOP ASHLAND'S MINERAL SPRINGS

Pledge of City Council and Agreement Made With Contractors, Who Are Given Wide Leeway for Project, Unhampered by Plans or Conditions.

To the Citizens of Ashland:

You were advised nearly a year ago that a project to exploit the mineral springs could not be carried on as an auxiliary to the municipal water system of the city of Ashland; that bonds issued as auxiliary water bonds could not be sold and the money used for the bringing of mineral spring waters into the city of Ashland. This is true today if the municipal government of the city of Ashland is administered in an honest, legal and businesslike manner.

Before Dillon, Thompson & Clay, attorneys of New York City, would give their final approval to the auxiliary water bonds they demanded of the city of Ashland an assurance that the proceeds of the sale of the bonds would be used for the construction of an auxiliary water system, to furnish water to the inhabitants for fire, street sprinkling, irrigation and domestic purposes. This assurance was given by the city council of Ashland and is printed here:

"A resolution declaring the uses and purposes for which the funds derived from the sale of the $175,000 auxiliary water bonds shall be expended.

"Whereas, a question seems to have arisen in the minds of Dillon, Thompson & Clay, attorneys of New York City, as to the uses and purposes for which the funds derived from the sale of $175,000 auxiliary water bonds shall be expended; and,

"Whereas, before rendering their final approval of said bond issue and the sale thereof, the said attorneys demand a resolution specifically setting out such uses and purposes.

"Now therefore, be it Resolved, by the common council of the city of Ashland, Or., in regular adjourned session assembled this 24th day of March, 1915, that the proceeds of the auxiliary water bonds of the city of Ashland, Or., shall be used and expended only for constructing and acquiring an auxiliary municipal water system, to-wit: A system of waterworks, supplementary to and in addition to the existing system of said city to furnish water to said city and its inhabitants for the purpose of extinguishing fires, street sprinkling, supplying water for domestic uses, irrigation and other purposes.

"The yeas and nays were demanded and taken upon said resolution as follows: Yeas, Cunningham, Ashcraft, Werth, Ware, Riegel, Cornelius; nays, none.

"Approved 25th day of March, 1915.

(Signed.) "O. H. JOHNSON,
"Mayor of the City of Ashland.
"Attest: C. H. Gillette,
"Recorder of the city of Ashland."

I want to impress on the people of Ashland that in order to sell the auxiliary water bonds it was absolutely necessary to assure the bond attorneys and the bond buyers that the money derived from the sale of the bonds would be expended in the construction of an addition to the present water system for the same uses and purposes derived from the existing system. Is it the intention of the city of Ashland through its city council to make this assurance good. There is on file with the city council of Ashland the following contract, which gives in some detail the manner in which the proceeds of the sale of the auxiliary water bonds is to be expended.

The manner in which this money is to be expended, as outlined in the following contract, was generally known by the city council at the time they gave Dillon, Thompson & Clay the assurance they did.

Memorandum of Agreement

"This memorandum of agreement made and entered into by the city of Ashland, a municipal corporation, organized and existing under and by virtue of the laws of the state of Oregon, by and through its springs water commission, under the charter laws of said city provided, the party of the first part, and Smith, Emery & Co. of San Francisco, Cal., a corporation, duly organized and existing under and by virtue of the laws of the state of California, and having its principal office and place of business in the city of San Francisco, in said state, party of the second part:

"Witnesseth: That whereas the said party of the first part have made provision for the installation of an auxiliary water plant and the bringing of certain mineral springs into the said city requiring technical and scientific knowledge, and

"Whereas, the party of the second part are chemical engineers and qualified to carry out the plans of the said city and are willing to undertake the said enterprise, now, therefore, the said parties hereto have entered into the following agreement, the general plans of which are:

General Plans

"1. That certain spring known as the 'New Lithia' spring, with which the party of the second part is familiar, is to be further developed and the waters therefrom conveyed by suitable piping from said spring to a central station to be located in the city park of the city of Ashland, hereafter to be designated and pointed out by the party of the first part and there to be filtered and carbonated with gas from the Cunningham gas spring, under the same pressure as at the spring, and thence delivered at a terminal within the city park of the city of Ashland, at a location to be determined by agreement.

"The development of the "New Lithia" spring to include reinforced concrete retaining walls, fencing and ornamenting the spring surrounding pedestrian bridge, building over the spring, pump house, aerating tables, settling tanks, reservoirs with building to cover the same and pipe line to central station and from thence to the park fountain.

"2. That certain spring known as 'Lithia Soda,' or 'Dodge well,' is to be further developed and the water therefrom conveyed from said well to a central station in the city park, there to be filtered and carbonated with gas from the Cunningham gas spring under the same pressure as at the well, and from thence delivered to a terminal within said park, the location of which is to be determined by agreement.

"Development of the 'Lithia Soda' well to include fencing and ornamenting the spring surroundings, shutting off surface water, pump, aerating tables, settling tanks, reservoirs with building to cover same, and pipe line to central station.

"3. That certain spring known as the "Berkley Sulphur' is to be further developed and the water therefrom conveyed to a central station in the city park, there filtered and divided, part of which is to be carbonated with gas from the Cunningham gas spring, under the same pressure as the new lithia water at the spring, and all of said water delivered from thence to terminals in said park, the location of which is to be determined by agreement. It is the intent to make of the Berkeley sulphur water two terminals in the park, the water of one to be carbonated and the other delivered in the natural state.

"The development of the Berkley spring is to include concrete well, pipe line intake, concrete spring building, fencing and ornamenting spring surroundings, draining and grading and pipe line central station.

"4. Water is to be taken from a tap on the city main and conducted to a central station in the city park, there filtered and carbonated with gas from the Cunningham spring and then conducted to a terminal in said park, the location of which is to be determined by agreement.

"5. City water is to be taken from a tap on city main, conducted to central station, filtered and delivered to a terminal without carbonation, at a point in the city park to be determined by agreement.

"6. The carbon dioxide gas from the Cunningham spring is to be conveyed to the central station in said park, there to be applied to properly carbonate all of the above waters.

"Cunningham gas well development to include well reinforced, concrete retaining wall, fencing, sanitation of spring surroundings, gas collecting and receiving tanks, pump house, automatic electric pump and piping the gas to central station.

"7. The 'New Lithia' water and the Dodge 'Lithia soda water' are to be filtered, carbonated and delivered to the Southern Pacific depot in Ashland, Or., at a place to be agreed on, ready to be delivered into fountains provided by the said city of Ashland, for public use in a clear, sparkling condition, free from silt or sediment.

"8. Suitable taps on the mains conveying the 'New Lithia' and Dodge 'Lithia Soda' waters, and the Cunningham gas are to be provided at some suitable point at or near the Southern Pacific right of way, the exact location to be determined by agreement.

"The said taps to include cut-off cocks and taps of capacity to convey full pipe volume of water.

"9. All pumps and pipe lines to be of capacity to carry the flow of said springs, and be made of special fiber or metal, S. & E. formula.

"10. Central stations to be conveniently located in city park to include artistic concrete building to house proper specially enameled filters of guaranteed capacity and special construction and gas charging machinery, special fittings and all things necessary for proper filtration and charging, all of which are to be supplied by the party of the second part.

"11. At the 'New Lithia,' Dodge 'Lithia Soda' and Berkley sulphur springs convenient and suitable taps are to be installed out of which water can be delivered direct from the springs in quantities sufficient for domestic purposes and to supply persons visiting said springs.

"12. The two pipe lines from central station to Southern Pacific depot to be of sufficient capacity to convey water for advertising purposes and tourist use, and be made of special corrosive resisting fiber or metal, S. & E. formula.

Detail Plans and Specifications

"Smith, Emery & Co. shall prepare detailed plans and specifications for said plant in sections, as the work progresses, which shall be submitted to the springs water commission and by them approved before any work shall be begun on said section.

"Smith, Emery & Co. shall furnish a good and sufficient surety bond in the sum of fifty thousand $50,000) dollars, conditioned upon their faithful performance of this contract, and for the successful delivery of said waters from the several springs, wells and sources set out in the general plans to the place of delivery in the city park of the city of Ashland substantially containing their mineral constituents as at the springs; provided, however, that for the purpose of this bond it is agreed that the waters herein to be conveyed are not radio-active. All work and material used shall be first class, substantial and permanent in character.

Liability

"Smith, Emery & Co. shall hold the city of Ashland harmless from loss by reason of accidents to persons employed in the construction of said plant, as provided by law, and to the satisfaction of the commission.

Inspection

"All work shall be subject to inspection by the springs water commission through competent inspectors employed for the purpose by said commission.

Local Labor and Offices

"Smith, Emery & Co. shall employ only local labor insofar as consistent with adequate results, and shall maintain an office in Ashland during active construction work.

Contract Price, Liability and Term of Payment

"Smith, Emery & Co. shall furnish all materials, supplies and labor for complete construction and installation as set forth in the general plans herein contained, and as shall be set forth from time to time in the detailed plans and specifications herein provided for at their own expense, and complete the said auxiliary water plant as I start it in successful operation for the total sum of one hundred thousand ($100,000) dollars, to be paid by said city of Ashland in manner and time as follows:

"In installments as the work progresses dollars on estimates submitted by Smith, Emery & Co. granted and allowed by the springs water commission, and no estimate shall be allowed in excess of work actually performed and material furnished, or in total amount in excess of 85 per cent of the contract price, until the said plant has been entirely completed, in successful operation, and accepted by the springs water commission, together with satisfactory evidence that all bills for material and labor employed in the said construction have been wholly paid.

"The party of the first part shall not be held liable in any sum whatever in excess of the contract price herein stated for any extras, services, materials, labor or anything whatsoever, it being the intent of this contract that the contract price shall be held to cover all expense to the city of Ashland incident to such installation.

When Work is to Begin

"Actual work shall begin on this contract within fourteen days from the date hereof, and be pursued continuously, with reasonable dispatch, until completely finished.

Rights of Way and Fountains Furnished by City

"All rights of way and grounds necessary to the construction of said auxiliary water plant shall be furnished by the said city of Ashland at its own expense, together with lands necessary for aerating plants, and to save the said springs from contamination, and ingress and egress to and from and over such grounds and lands shall be and is hereby granted the said second parties during the progress of said construction without cost, let or hindrance.

"The city of Ashland shall supply all fountains, general park improvements and roadways that may be connected or made a part of said auxiliary water system, not specifically set out in the general plans herein recited.

"The party of the first part promises and agrees to pay to the party of the second part the sum of money hereinabove provided for promptly as therein provided for and set out in consideration of the faithful performance of its contract and agreements, and

"The party of the second part promises to perform all its covenants and agreements as hereinabove provided and set forth faithfully in a good, scientific, substantial and workmanlike manner and to accept payment therefor as provided in full hereinabove and in full and complete satisfaction.

"In witness whereof the parties hereto have hereunto set their official hand and affix their official seals binding themselves and their successors forever.

"Done at the city of Ashland, Or., this the 4th day of March, 1915.

SPRINGS WATER COMMISSION OF THE CITY OF ASHLAND, OR.
Bert R. Greer chairman. (Seal)
J. P. Dodge, secretary. (Seal)
R. A. Minkler. (Seal)
In presence of Cherry Starkey, Lynn D. Mowat.

SMITH, EMERY & CO.
Arthur L. Emery, president.
M. F. MacDonald, secretary.
In presence of Carlton R. Rose, J. L. Crawford."

The statement has been made in the Ashland Tidings (B. R. Greer is the editor) that "they said they would vote the bonds and that they would sell the bonds." The methods whereby the accomplished this are now known to you. It is to be presumed that other plain and reasonable lines of action failed.

Will the people of Ashland stand behind such conduct of their municipal affairs?

That the people of Ashland need not expect a great watering place and resort to be built up under such direction I am prepared to show conclusively in further communications to you, backed up by equally as good evidence as is furnished to you in this. M. C. BRESSLER.

GIRL INVENTS A DISAPPEARING BEAUTY SPOT

Frances Burnham and her disappearing beauty spot.

LOS ANGELES, Cal., April 13.—Here's fashion's newest wrinkle—the disappearing beauty spot, introduced by Frances Burnham.

Hitherto the beauty spot has adorned some portion of the face where it was always visible. Now comes an innovation. Miss Burnham has set a new example by putting the beauty spot in such a position on the eyelid that it cannot be seen except when the eyelid droops. A very flirtatious little weapon, indeed, is this new beauty spot, for a sly little wink will always bring it into view. But Miss Burnham claims that it is not necessary to wink to show the advantages of this latest fashion novelty.

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The shortening you use in cooking and baking should be as pure and wholesome as the food that is prepared with it.

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Cottolene does not absorb tastes or odors. Heat it slowly and use it over and over for all kinds of frying.

Always use a third less of Cottolene than of any other shortening or frying fat. Arrange with your grocer for a regular supply.

Write our General Offices, Chicago, for a free copy of our *real* cook cook, "HOME HELPS."

THE FAIRBANKS COMPANY

"Cottolene makes good cooking better"

BRITAIN PROTESTS VILLA'S REGULATIONS

LONDON, April 13.—The foreign office has instructed the British charge d'affaires at Mexico City to lodge a protest with General Villa against the new mining regulations promulgated by the Villa regime. The foreign office took this action upon the receipt of a dispatch from the charge to the effect that the mining regulations in question amounted virtually to confiscation of foreign mining interests.

CONTRACT FOR HAULING GRAVEL LET TO HOLMES

The county court has awarded the contract for hauling the buckshot gravel from McAndrews Hill to Geo. Holmes of Griffin Creek who will do the work by auto truck. Local teamsters also bid on the job but their figures were higher than those for auto truck so in the interest of economy the contract was let as above.

The bids per cubic yard were as follows:

Mile	Auto truck	Team
1	.30	.20
2	.40	.40
3	.50	.60
4	.60	.80
5	.70	1.00
6	.80	1.20
7	.90	1.40
8	1.00	1.60

The court offered to give the first three miles to the steamsters, both bids averaging $1.20, but the teamsters insisted upon the entire contract or none.

SELLING FOR PROFIT ON WALL STREET

NEW YORK, April 13.—Esetblishment of another record by Bethlehem Steel, which rose to 127, two points above its previous high price, was the notweorthy feature of today's early market. This gain was soon lost, however, and the movement elsewhere was again indicitative of selling for profit and renewal of professional operations, decline. Rock Island rose over a point in recognition of the new interest in the board but soon registered a material loss. Numerous specialities, including equipments and industrials, rose one to two points. Trading was active with reactionary tendencies before the end of the half hour.

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Smokers of experience and discrimination the world over obtain year-round, daily enjoyment from "Bull" Durham tobacco. Men prominent in the social, business and public life of many nations find supreme tobacco satisfaction in the deliciously fresh, mild cigarettes of unique savor they roll for themselves, to their individual liking, from this wonderfully pure, mellow tobacco. Their distinguished example has made it correct, smart, fashionable to "Roll Your Own" upon every occasion.

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"BULL" DURHAM
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There is no purer, milder tobacco in the world than "Bull" Durham—none other with such a sweet, mellow, irresistible fragrance. This rare, balmy aroma is as delicate and elusive as it is distinctive and pleasing, and can only be retained and enjoyed in the *fresh-rolled* cigarette.

"Bull" Durham hand-made cigarettes afford wholesome enjoyment and lasting satisfaction to more millions of men than all other high-grade smoking tobaccos combined.

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