

Hood River Glacier.

FRIDAY, FEBRUARY 7, 1896.

In another column will be found the lease granted by the county court to the Hood River Lumbering company, of which Mr. A. Winans is the head and front. We congratulate Mr. Winans on the success of his bold scheme. The lease, it seems, was granted Jan. 16th, about a week before the GLACIER heard of it. It is a great scheme—for the H. R. L. Co. It gives them complete control, a monopoly of the river, which is practically perpetual. It gives control of one of the grandest water powers in the state. The company can interest capital to build mills at the mouth of the river, furnish power for electric lights here and at The Dalles or elsewhere, or they can sit quietly down and not spend a dollar till they can sell their valuable franchise to capitalists. There is nothing in the lease specifying what the "improvements" shall consist of. The company owns a large body of timber land lying in the forks of the river, 10 or 12 miles above its mouth. It also owns or controls the land for some distance along the river in the town, where the boom lands cordwood and timbers floated down the stream. The lease gives the company the exclusive privilege to float their own timbers to the railroad, as the rates of toll allowed will shut out all other timber land owners on the stream who have been driving the river for years. Cordwood has been driven down this river for 60 cents a cord. It will cost 75 cents a cord to let the company transport the wood, if they choose to handle it at all. By shutting out all others who have been in the wood business along the river, the price of cordwood will have a chance to advance. It will cost the owners of saw log timber, above the land owned by the company, about \$4 per thousand feet to float their logs to the town, according to the tolls allowed. Yes, it is a great scheme. Mr. Winans, since his success in manipulating a county commissioners' court, should try his hand on the legislature or congress. He is too big a man to confine his operations to this little neck of woods. Hood River is proud of him, and would be prouder still if his operations this time included some other river or section of country than our own.

It is encouraging to note by the market reports in Portland papers that Hood River apples are selling higher than apples from any other part of the Northwest. It is not only that our fruit has a good reputation, but it sells on its merits. The apple crop of the United States for 1895 was the greatest known for years, but the price of Hood River apples keeps up and is probably higher this winter than usual. All of which is very encouraging to our citizens who have gone into the business of raising apples. Some of our farmers who are now offering to sell good apple land at from \$10 to \$50 an acre may be surprised some day to see this same land sell for something like the prices obtained for orange orchard land in California. The good apple land in Oregon is limited now to the foot-hills of the Cascades. In the Willamette valley, where the apple is attacked by so many pests, the growing of this crop is no more profitable. In this valley we are blessed with just the right climate for growing the apple, and besides, we are fortunately situated in regard to transportation facilities. The Oregonian of Feb. 1st says: "A groceryman yesterday called attention to the fact that he had paid \$1.25 a box for a lot of choice Hood River apples, while California naval oranges had been selling for \$1.15 per box. He said the apples would readily sell in San Francisco for \$1.75 per box, which would make the difference between oranges and apples there much more than here. On the strength of these prices he claims that good land for raising apples, either at Hood River or anywhere along the foot-hills of the Cascades, at sufficient elevation, is worth more than ground suitable for orange orchards in Southern California. It is no doubt a fact that a man planting an apple orchard in a favorable location in this state is more likely to make money than one who plants an orange orchard in California, and he does not require so much capital to start with and will not have to wait so long for returns."

The senate free-coinage substitute for the house bond bill passed the senate last Saturday by a vote of 42 to 35. Senator Mitchell voted for the substitute and Senator McBride against it. The senate has labored with this free-coinage measure for a month or more, and every member knew all this time that it could not pass the house, and that if it did, the president would be sure to veto it. But the free-coinage senators were anxious to go something that would place themselves on record for free silver, and they have done it. The time may come for some of them in the near future when they will wish their records were not so plain.

The Dalles Chronicle calls upon aspiring candidates for the legislature to place themselves on record in regard to some of the important questions now agitating the people of Oregon,

among the most important of which are the reforms suggested for reduction or fixing of salaries of state and county officials. The suggestion is a good one. The columns of the GLACIER are open to Hood River aspirants.

The republican friends of J. W. Morton will present his name to the republican convention for nomination as a candidate for the legislature. Mr. Morton failed by one vote of getting the nomination for joint representative from Tillamook and Yamhill counties two years ago, and that one vote elected Guild and defeated J. N. Dolph's re-election to the senate.

Capt. Blowers' Letter.

We copy the following letter written by Capt. Blowers to The Dalles Chronicle. This letter shows that the lease of Hood river was granted by the county court after it had adjourned—the contract being closed by the judge and county clerk. And it answers the Chronicle wherein it stated that the GLACIER ought to have known the lease could not have been granted by the judge and clerk alone. It will also be noticed that the difference between the statement made by the captain in this letter and the report of his position in regard to the lease published in the GLACIER two weeks ago is very slight. Captain Blowers says he was not opposed to granting the lease, but was opposed to giving the company a monopoly. The lease was granted and it is a monopoly. Webster defines monopoly: "Exclusive possession; as monopoly of land." In this case it is monopoly of a river. Here is the letter: "Hood River, Jan. 29, 1896.—Editor Chronicle: Having just read an affidavit from Winans Bros. and an explanation in your issue of today in regard to the action of the county court at its last session in declaring Hood River a public highway, etc., feel that in justice to the other members of the court I should be heard in the matter."

"* * * The affidavit above mentioned is of course true, and so is your statement, so far as it goes; but to make matters plain to Hood Riverites I will explain fully. When Mr. Winans approached me in regard to the matter I was much pleased with the idea, knowing that the opening of the river and building and operating mills here would be the making of our little city, besides bringing a large amount of taxable property into the county and making large and almost endless forests of timber tributary valuable, whereas it is now comparatively worthless. But knowing the propensity some of our good citizens have for kicking, I advised Mr. Winans to go down and see how they felt in regard to the matter; which he did. Upon his return he reported everyone in favor of the project, and those along the stream willing to sign away their rights to the bank for the purpose of making improvements. Being very favorably impressed with the proposition myself, and believing that all my neighbors felt the same as I did, I, of course, favored it. Mr. Winans did not hand in his contract until a very few minutes before court adjourned, when we looked hurriedly over it, but had no time to take action, and left the matter as it was—unsettled, so far as the contract was concerned; but had declared the river a public highway several days prior to that time."

"Your article would lead readers to believe that the whole matter was settled together and at the same time, which was not done, except so far as the court was unanimous, as I stated before. But upon my arrival home I had scarcely stepped off the train until I was besieged with all manner of questions, and was informed that a report was being circulated to the effect that this whole scheme was being carried out on the part of Winans Bros. and myself to thwart and prevent the building of a proposed ditch or canal; besides any amount of other nonsensical rumors. In fact, I found that, after talking so favorably to Mr. Winans, through the workings of our chronic kickers, an entire change of feeling in regard to the matter had been effected. The next day Judge Blakeley called me to the telephone and informed me that Mr. Winans was there to close up the contract. I suggested that the matter lie over until our next session, but he informed me that Mr. Winans was anxious to close it up, and that the judge and clerk could legally close it up, whereupon I advised him to be very careful not to give a monopoly whereby interested parties could be injured, etc. Later that evening the judge called me again and told me had Attorney Dufur drawing up a contract which he would submit to me for my opinion or sanction, which he did on the succeeding day, when Mr. Dufur, through the telephone, gave me an outline of what he had written, which was virtually in accordance with your statement of the conditions of the contract in today's paper. But in addition thereto he said they were 'bound to interfere in no way with any riparian or irrigation rights of any one taking water from river.' I then told the judge that I could see no objection to the contract and thought it all right, since which time I have heard nothing further. I did not know the contract was signed until this morning, but supposed it was."

"I write this long explanation to justify myself, for during the two or three days time in which the matter was being arranged between the judge and Winans Bros., I consulted with the people here and told them the condition of affairs, and thereby got their opinions and several suggestions, which I communicated to the judge. But, now, taking your statement that the

matter was all closed up before court adjourned, it appears as if I had been simply 'trumping' up telephone messages to make the people here believe I had nothing to do with it. Judge Blakeley, Mr. Dufur, Winans Bros. and the operator at this end of the telephone will all agree that my statements are true. I cannot understand why you make the statement that the matter was all closed up in open court, when it is not the truth. If I were in politics and this came from my opponents, I would know what it meant, but coming from supposed friends, I hope it is a mistake on your part. "I have done nothing since I have been county commissioner that I am ashamed of, nor have I ever shirked my responsibility. My official acts are public property. All I ask is that the whole truth and nothing more be told. I am always ready to abide the consequences of my own acts, which have always been in the interests of the taxpayers of Wasco county, as the records will show and the present price of county warrants prove. A. S. BLOWERS."

The Lease of Hood River.

Memorandum of agreement made and entered into this 16th day of January, 1896, by and between Wasco county, a municipal corporation of the state of Oregon, party of the first part, and the Hood River Lumbering Company, a corporation incorporated and organized under the laws of the state of Oregon, party of the second part, witnesseth:

That for and in consideration of the agreements and covenants herein made and hereafter to be performed by the party of the second part, the party of the first part does hereby lease for the term of five years from the date hereof to the party of the second part, the main stream known as Hood river and the west fork of Hood river, the same being a branch of Hood river, from a point where said West Fork crosses the township line between townships 1 north and 1 south, range 8 east, W. M., to the place where it joins said river; also, the East Fork of Hood river from the point where the same crosses the east line of section 18, township 1 north, range 10 east, W. M., to the point where it joins said Hood river; also, the Middle Fork of Hood river from the point where it crosses the base line between townships 1 north and 1 south of range 9 east, W. M., to where it joins Hood river; and does hereby grant to the party of the second part, the use of said highway for said period, with the right to collect tolls for rafting, floating and booming logs, timber and lumber thereon at rates of toll for transporting and for booming, which are fixed by the court as follows:

For transporting saw logs from a distance of 12 miles up the river from the town of Hood River to the town of Hood River (the distance to be measured by the meandering of the stream and not in a straight line), \$1 per thousand feet; and for each additional mile further up the stream, 25 cents per thousand feet in addition.

For booming saw logs, \$1 per thousand feet. For transporting piling, telephone and telegraph poles, 2 cents per lineal foot for said first 12 miles and 1/2 cent per lineal foot additional for each additional mile further up the stream.

For booming piling, telephone and telegraph poles, 2 cents per lineal foot.

For transporting cordwood and shingle bolts, 35 cents per cord for said first 12 miles and 10 cents per cord additional for each additional mile further up the stream.

For booming cordwood and shingle bolts, 40 cents per cord.

For transporting fence posts, 1 cent each for said first 12 miles and 1/2 cent additional for each additional mile up the stream.

For booming fence posts, 1 cent each. Said party of the second part shall make no additional charge and collect no additional toll or rates for floating any logs, timber or material of any kind herein specified above the line of its actual and substantial improvements on said stream, nor be allowed to collect any rates or toll at all for transporting posts, shingle bolts and cordwood until the boom intended to be constructed near the town of Hood River is fully completed and 12 miles of said stream has been improved by said party of the second part, and said party of the second part has declared said portion of said stream open for the reception and transportation of such logs, timber, wood and posts, except said second party may collect booming rates after the completion of its said boom.

The said party of the second part hereby undertakes and agrees that it will secure the right of way and other necessary rights from the land owners along said several streams, in so far as said several streams are included within this lease, and will within five years from the date hereof make all necessary improvements for the successful carrying on of said business and use of each of said streams for said intended purposes on and along the first 15 miles southerly from the town of Hood River, and will improve not less than one-fifth of said twelve miles each year from the signing and delivery of this contract, which shall include also the constructing of the boom near said town of Hood River, and will make all such necessary improvements for the remainder of the distances specified in this contract within ten years from the date hereof.

The said party of the second part hereby undertakes and agrees that it will at all times during the term of this lease accept for transportation and booming and will transport and boom, all kinds of floatable timber, logs, poles, bolts, ties, wood and lumber for all persons paying the tolls herein before provided, without discrimination, subject only to such reasonable regulations and conditions as the party of the second part shall make to govern and regulate the conduct of its business; provided, however, that all sawed lumber or timbers shall be transported and boomed only at the risk of the owner thereof as to breakage and damages occurring while being transported and boomed.

In case of accident to the dam or boom which the party of the second part proposes to construct at the town of Hood River, the said party of the second part shall have one year in which to rebuild the same, during which time it shall have the right to refuse to receive any materials for transportation.

The party of the second part expressly reserves the right at any time to abandon such improvements and said business, and in case of such abandonment this lease shall at once terminate.

Said party of the second part further agrees that it will make all of said improvements without any expense to the county, and when completed will keep the same in good repair during the period of this lease, subject to the right of abandonment as herein before specified.

It is further expressly understood that this lease contract confers no rights to said party of the second part so as to exclude or interfere with the use of water from said stream and branches by any other person, company or corporation for irrigating purposes, or power for operating machinery of any kind.

It is further expressly understood that at any time after January 1, 1893, the party of the first part shall have the right upon a proper showing to change and regulate the maximum rates and tolls to be thereafter charged for floating and booming logs and other timber material as herein before

mentioned, but not below what would be a fair interest and profit on the amount then invested by said second party, taking into consideration also the amount of business transacted and the expense of operating the same, provided that such showing shall be made at the January term of the county court, and when so changed the rates fixed shall not again be changed during the next succeeding one year.

Besides the above body of the contract, the court approved the contract and authorized the county judge and clerk to execute said contract. It being further ordered by the court that said lumbering company furnish a bond approved by the court, conditioned for the faithful performance of the contract in the sum of \$2,500.

The lease was given for fifty years, as everybody understands it, but our reporter in copying from the records, found it said five.

Look Up the Law.

EDITOR GLACIER: Perhaps it would be of interest to parties who are interested in the leasing of Hood river to read pages 105, 106 and 107 of the session laws of 1889, which will show that the county court was governed by the law in the matter. I also suggest that parties note carefully the provisions of the contract made with the Hood River Lumbering Co. in reference to irrigation and water to drive machinery, which disproves many false statements that have been made by parties who criticize the acts of others without knowing or caring what they say or who they slander. JUSTICE.

Some Queries.

TUCKER, Or., Feb. 4, 1896.—Editor GLACIER: If the county court has declared Hood river a public highway and then leased it to a company of hoarders, giving them a monopoly, what are we going to do about it? Have the people no rights left. Can a set of men incorporate a company and get exclusive control of a river that has been used as a public highway by our people for floating our cordwood and other timber to market for years? Can the county court lease any part of the Columbia river or any part of the roads in our valley? We say no.

MORTSLIH.

Apples of the best grade are now bringing good prices in Portland. Messrs. Frank Chandler and W. A. Slingerland of Hood River have been disposing of a good many apples in this city recently at satisfactory prices. For choice Swaars and Spitzenbergs the leading grocers have been paying them \$1.50 per box. These varieties are now at their best, and neither variety can easily be surpassed as a dessert fruit. It is said the Swaar is the choice of a majority, but both are so good that there is little to choose between them. Of course these apples for which the grocers are paying \$1.50 per box are perfect specimens, carefully packed, and of almost uniform size.—Rural Northwest.

Electric Bitters.

Electric Bitters is a medicine suited for any season, but perhaps more generally needed when the languid, exhausted feeling prevails, when the liver is torpid and sluggish and the need of a tonic and alterative is felt. A prompt use of this medicine has often averted long and perhaps fatal bilious fevers. No medicine will act more surely in counteracting and freeing the system from the malarial poison. Headache, indigestion, constipation, dizziness yield to Electric Bitters. Fifty cents and one dollar a bottle at Hood River Pharmacy.

Bucklen's Arnica Salve.

The best salve in the world for cuts, bruises, sores, ulcers, salt rheum, fever sores, tetter, chapped hands, chilblains, corns, and all skin eruptions, and positively cures piles, or no pay required. It is guaranteed to give perfect satisfaction or money refunded. Price, 25 cts per box. For sale at the Hood River Pharmacy.

For Rent.

STRAWBERRY LAND in Hood River valley, about one mile from depot, in excellent condition for putting out plants this spring. Running water for irrigation. Will rent on reasonable terms. Address WILEY & CLARK, Cascade Locks, Or.

The Dog Ordinance.

Notice is hereby given that the ordinance relating to dogs will be strictly enforced after the 1st of February, 1896. E. S. OLINGER, City Marshal.

NOTICE FOR PUBLICATION.

Land Office at The Dalles, Oregon, Jan. 28, 1896.—Notice is hereby given that the following-named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before Register and Receiver at The Dalles, Oregon, on March 14, 1896, viz:

MILTON O. WHEELER, Hd. E. No. 324, for the southwest 1/4 section 31, township 2 north, range 10 east, W. M. He claims the following witnesses to prove his continuous residence upon and cultivation of said land, viz: Wm. Babick and E. W. Winans of Hood River, Oregon, and J. P. Buskirk and A. Winans of The Dalles, Oregon. JAMES F. MOORE, Register.

Water Notice.

Notice is hereby given by The Water Supply Company of Hood River Valley to old patrons of the company, that their applications for water must be received on or before Jan. 25, 1896, in order to have prior rights. Also, notice is hereby given to all applicants for water that the directors of the company will meet in Hood River on February 8, 1896, at 10 o'clock in the forenoon, for the purpose of considering applications for water, contracting and approving securities for payment of same.

By order of the president, WM. DAVIDSON, Secretary.

Strayed.

One yellow steer, 4 years old; one light red heifer, 2 years old; and one cow, deep red, with a few white spots, about 1 year old. All are branded "J. R." on left hip and left ear cropped. The cow is supposed to have a young calf. I will pay a reward for information that will lead to their recovery. JOHN KROEGER, Hood River, Or.

Lost.

A bunch of keys on a leather string. They were lost during the week of the bazaar at the Langille house. Finder will please leave with T. C. Duglas.

R. Rand & Son

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Dry Goods, Clothing,
Boots, Shoes, Hats and Caps,
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FLOUR, FEED AND SHELF HARDWARE.
The Largest and Most Complete Stock
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OF HOOD RIVER, OR., WILL CONDUCT GENERAL

Livery and Feed STABLES.

Comfortable conveyances to all parts of Hood River Valley and vicinity. Heavy draying and transferring done with care and promptness. Also, dealers in

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And Vehicles of All Kinds.

Call and see our stock and get prices; they are interesting.

WEST BROS.,

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Choice Fresh Meats.

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HOOD RIVER,

OREGON.

Take Notice!

WE HAVE ADOPTED THE

CASH BASIS!!

And shall endeavor to merit custom by QUALITY as well as QUANTITY.

WILLIAMS & BROSIUS,

Hood River Pharmacy.

C. M. WOLFARD,

—DEALER IN—

General Merchandise,

Sells only for CASH at

Lowest Prices.

We invite trade of close buyers.

WE WANT YOUR TRADE.

S. E. Bartmess

UNDERTAKER AND EMBALMER. And dealer in all kinds of Building Materials, Wall Paper, Paints, Oils, etc., etc. Agent for the Bridal Veil Lumber Company.

Fruit Trees.

All the best variety of Apples, including Yakima, Gano, Arkansas Black, etc., and all other kinds of nursery stock kept constantly on hand. Prices will be made satisfactory. Buy your trees at the home nursery and save expense and damage. We are here to stay.

H. C. BATEHAM, Columbia Nursery.

Administrator's Notice.

TO CREDITORS.

Notice is hereby given that the undersigned has been duly appointed by the honorable county court of Wasco county, Oregon, administrator of the estate of Martha Purser, deceased. All persons having claims against said estate are notified to present the same to me in Hood River, Wasco county, Oregon, within six months of the date of this notice.

Dated November 11, 1895. A. S. BLOWERS, Administrator of the Estate of Martha Purser, deceased.

Bargains in Land.

200 acres of unimproved land for sale, on the East Side, 4 miles from town, \$7 to \$10 an acre. Other land, about half cleared, \$20 an acre. Well improved land, \$80 an acre. Plenty of water for irrigation. Will sell in 20 or 40-acre tracts. Inquire at Glacier office.