

BARKLEY WILL GET TEN YEARS

Previous Bad Reputation of Victim Saves Indian From the Gallows.

William Barkley, charged with the murder of Mid Jacobs, who pleaded guilty to manslaughter, will be sentenced to-day. He will be given the maximum penalty, which is ten years in the government prison. The changing of the plea was a great surprise, according to a communication received from Coroner Whitbeck, who is in Portland as one of the witnesses for the State. The jury was about half drawn when an agreement was reached between the attorneys for Barkley and the District Attorney.

It is evident that more faith is put in the evidence of an Indian in Portland than would be the case here, but Jacobs had reputation as a responsible for the turn of affairs. It developed that he and Barkley had made a practice of selling poor whiskey to the Indians.

The story of the killing of Jacobs, as developed from the evidence in possession of the defense, is that Barkley, who is about 27 years of age, first became acquainted with him while attending the horse races at Alturas a few weeks before the quarrel ensued that resulted in Jacobs' death.

Young Barkley had a horse entered in one of the races there, and took a great deal of pride in the animal, which also attracted the attention of Jacobs, who was a renegade hanger-on of the racetrack. He was known to be of worthless character, and without any other resources excepting a disposition to graft wherever possible, and followed the Indian boy back to the reservation because he looked upon him as easy game. He succeeded in trading another horse to Barkley for the latter's more valuable animal, and then dealing it, when the young man led him arrested. The justice of the peace before whom the case was tried dismissed the complaint on the ground that he did not think a jury would convict any white man on the testimony of an Indian, that being the only evidence available against the accused.

Young Barkley, it is claimed, felt deeply aggrieved at the intuitive that had been practiced upon him, and is known to have made revengeful threats. The two met somewhere in the mountains on the reservation soon after Jacobs had been turned loose, and a quarrel took place between them over the stealing affair, with the result that Jacobs was shot through the neck and instantly killed by Barkley, who claims that the act was in self-defense, Jacobs having first attacked him with a knife. He was indicted by the Federal Grand Jury last April, the government relying for a conviction upon the testimony of Chief Little-

John and his wife, who were witnesses to the killing.

United States Attorney McCourt was willing to accept the plea of guilty to the lesser offense, and stated that considerable doubt existed in his mind as to his ability to convict Barkley on account of the advanced age of the prosecution's two witnesses, coupled with Jacobs' bad reputation and the previous good reputation of his client. It is known that Jacobs was going under an assumed name, he having been known as Mid King and various other nicknames. If either, one of the attorneys for the defense, declared that himself and associate were in possession of positive evidence that Jacobs had enticed young Barkley into the mountains with several bottles of whiskey and had otherwise resorted to corruptive tactics while being with the Indians for at least three weeks. It is believed that he had lured the boy away for the purpose of murdering him, under the impression that he could take him unaware while Barkley was unarmed.

MANY BUILDING PERMITS

The following building permits were granted by the Council at the meeting last night:

F. H. Brenner and Elmer Brenner, a shop, 12120, on lot 2 block 41, first addition.

A. B. Stahmann, owner of frame dwelling, 24424, on lot 2 in block 7, first addition.

G. L. Carter, six-room bungalow with basement, on lot 3 in block 47, first addition, estimated cost, \$2,000.

Mrs. L. M. Van Brimmer, five-room cottage on lot 16 in block 42, first addition.

Frank Moorland, addition to barn on lot 2 in block 45, Nichols addition.

C. M. and H. S. Moore, six-room cottage and woodshed on lot 1 in block 2, West Klamath Falls, estimated cost, \$1,000.

D. E. Riedorf, bungalow, 16234, on lot 5, in block 44, first addition.

Chas. S. Moore, six-room bungalow, 34442, with basement, on west side, opposite the power house, estimated cost, \$3,000.

APPOINTMENTS BY MAYOR

The City Council met last evening and the Mayor and new members were sworn in and the Council organized. The following appointments were made by Mayor Sanderson and were confirmed by the Council:

City attorney—Thomas Drake, engineer, Don J. Zumwalt, health officer, Dr. Hamilton, chief of police, Oscar L. Carter, policeman, E. C. Townsend. The following committees were appointed:

Judiciary—Ankeny, chairman; Willis and Hanks.

Streets—Summers, chairman; Ankeny and Willis.

Fire and Water—Castel, chairman; Obenechain and Hanks.

Health—Hanks, chairman; Summers and Castel.

CLAIMS MAYOR WILL NOT SIGN

Therefore Light and Water Company Cannot Make Extensions of Their Service.

To Our Patrons and the Public: You will note in another column of this paper that we cannot make any extensions of light or water service nor make any new service connections for light or water, for the reason that the Mayor refuses to sign an ordinance, passed by the City Council in March, extending our franchise in this city.

You will, no doubt, say: "We thought that this matter was all settled." Therefore, the Mayor refused to sign the ordinance, passed by the Council in March, extending our franchise in this city. This is a serious matter. Mr. Sanderson, president of the Council, and acting Mayor, but later developments have shown that this city had no Mayor at the time as the office had become vacant on the absence of Mayor Stitt. Therefore, all ordinances passed during the time that the office was vacant are null and void for the reason that the city had no Mayor. Mr. Sanderson, having been elected Mayor at the last election, now refuses to sign the ordinance, which again signing this ordinance as Mayor, thus making it null. And for that reason we have been forced, by his action, to stop all extensions for lack of an extension of franchise.

We think it due our patrons and the public that they should know just how this matter stands, and will therefore try to outline the situation as best we can.

By the action of the Mayor in refusing to sign and ratify the action of the Council regarding this ordinance, it means that the city refuses to carry out the conditions of the contract between us and the city, one of which conditions is: "That if the city does not purchase the plant, they shall renew the contract and franchise in periods of five years each, or in the present instance, extend to September, 1911." The contract provisions are clear in their obligations. We have complied with all that we obligated ourselves to do; nay, more, we have granted the city several concessions which the terms of the contract do not call for, a few of which I will now enumerate.

First—We submitted the city a new street lighting contract whereby we would entirely rebuild our street lighting system, installing the latest and most up-to-date Tungsten series system, thereby giving the city the very latest and best of incandescent street lighting systems and at the same time very materially reducing the rates on the same. The present rate the city is paying is as follows:

For 116 lamps, 2,117 c. p., at 5c per lamp, \$105.85; for the new proposal, 116 lamps, 2,320 c. p., Tungsten lamps (which are a much better and brighter light), for 34c per c. p. per month, or \$81.20, or 203 candle power more per month for \$24.65 less per month than the present contract. The new rate was to go into effect at the time of acceptance of contract and apply on the present system until the new one could be installed, thus the city would have been saving \$24.65 per month for the last three months. This new system would have cost the company to install, not less than \$5,000.

Second—We also submitted the city a fire protection contract that seemed to us very liberal, and which was accepted, but the Mayor now refuses to sign the extension of franchise, thus prohibiting us from construction of same. I here submit it for your judgment as to that.

Comparative Data for Hydrants: Present conditions: Now in use on old contract, 10; ordered since 12; total, 22. Cost of original 10, interest on bonds, per cent, \$900; 12 additional, at rate of 24 each per year, \$408.00; total, \$1,308.00.

The Light and Water Company proposes to lay a six-inch main along Klamath avenue from Main street on "Y" alley to Klamath avenue, hence along Klamath avenue to Eleventh street, thence along Eleventh street to Main street; and from Klamath avenue along Sixth street to Oak street; requiring 5,062 feet of pipe and 16 hydrants. The cost would be: 5,062 feet of six-inch main and ready for use, \$1 per foot, 5,062; 16 double hydrants, \$75 each, \$1,200; total, \$6,262.

We are entitled to 3 per cent for investment, 4 per cent for deterioration, 12 per cent for investment per annum, \$761.44; 3 per cent for taxes on one-half (3,131), \$93.93; total, \$845.37.

We will contract to lay this pipe,

erect hydrants and operate same for \$40 annual hydrant rental, or 16 hydrants at \$40 each, \$640. Our loss, as proposed, \$205.37. Or every 210 feet of pipe cut out we will cut out one hydrant; or if only 14 hydrants are placed on 4,452 feet of pipe, the charge per annum will be \$560.

This would then furnish 38 hydrants—16 on old contract, 12 since ordered, and 10 on Klamath avenue.

We further propose: To erect on Klamath avenue, 16; to keep those now in service, 12; to erect new on present mains, 32; total, 60. And to operate the same at \$22 each per annum, 60 hydrants at \$22, \$1,320.

If this was done the city would pay for old 10 (interest), \$600; for new 50, \$1,320, or for total 70, \$1,920. Or, the city would pay for old 10, \$600; for 16 on Klamath avenue, \$640; for 12 now in use, \$408.96; for total 38, \$1,648.96; as above, 70 hydrants for \$1,920—difference for 12 hydrants, \$270.92.

Any additional hydrants where mains are laid, at \$22 per annum each. Contract for five years from date of contract. If hydrants are placed on Klamath avenue between "Y" alley and Center street, the street must be brought to grade.

Third—We made the city the following proposal that they might purchase the plants at any time they wished, not at the original contract price, but by arbitration or by the original contract figures, as they might choose:

Option for Purchase: Of Klamath Falls Light and Water Company's and Klamath Light and Power Company's properties.

For and in consideration of certain acts of the City Council of the City of Klamath Falls, Oregon—

We hereby agree to sell to the City of Klamath Falls, Oregon, all property of the Klamath Falls Light and Water Company and the Klamath Light and Power Company at any time on or before September 2, 1911, subject to the following conditions:

1. The City of Klamath Falls, Oregon, must, by resolution of its City Council, determine to purchase said property, and shall serve a certified copy of such resolution on the Klamath Falls Light and Water Company and the Klamath Light and Power Company at least six months before the time when the said city may exercise such option.

2. The valuation of said properties is to be determined by arbitration; by a board of arbitration composed of three qualified, disinterested persons, one to be chosen by the Klamath Falls Light and Water Company and the Klamath Light and Power Company, one by the city, and a third by those (two) chosen by the companies and the city. Previous to the choosing of these arbitrators, articles of arbitration to govern the action of the arbitrators and the parties concerned must be drawn up and signed by the companies and the city; these articles to bind the companies to sell and the city to purchase at the valuation determined by the arbitrators. Before these articles of arbitration are executed the city must, by vote of its qualified electors, authorize the purchase of the properties and the procurement of funds for the purchase price.

3. The properties to be so appraised and valued consist of everything of value, tangible and intangible, belonging to the Klamath Falls Light and Water Company and the Klamath Water and Power Company, and to include all machinery, water

(Concluded on Page 2.)

MESSAGE TO CITY COUNCIL

Mayor Sanderson Gives Plain Facts of Conditions Confronting New Board.

Gentlemen of the Common Council: Yielding to a long established custom of inaugurating a new administration with a general outline of the position assumed by the chief executive on the problems of municipal government and management of municipal affairs, I shall ask your indulgence for a few moments this evening along those lines, believing that a promulgation of my position and ideas relative to the situation confronting us, if concurred in by the Council, will lead to more immediate and beneficial results than through different policies were followed at random. I think it will be conceded that results are what this city needs—and needs badly at the earliest possible moment. I am convinced that an appropriate text for this character of an address would be "By Their Works Shall They Be Known."

The contention from some quarters "that the city is outgrowing the surrounding country" does not appeal to me with as much force as it may have done a few years ago, or even a year ago, for that matter, and I am not satisfied that it is now keeping pace with, or can keep pace with, the country for the next few years without developing a policy of municipal improvement and progress in keeping with the demands that must necessarily be put upon it. The situation, in a nutshell, is this: The combined influence and effect of the irrigation project and the coming of the railroad will, in the next few years, work a remarkable change in the farming and industrial population of the county and in the character and amount of its production and consumption. These are mighty forces capable of wresting from unsuspecting hands the golden opportunity and shifting the center of trade from any locality.

No place, no matter how advantageously located or blessed with natural advantages, can afford to rest on its own secure in the belief that nature has wrought out its destiny in advance of the coming of these elements of industry. Experience is, and always will be, a high-priced school of learning. Klamath Falls is naturally the commercial center of the Klamath country, and it can be made secure in that enviable position by pursuing a live up-to-date policy.

It is up to this city to show its progressiveness in everything that bears on its future prosperity, and especially in the character and extent of its civic improvements. The city must point the way—no other factor is so potent in determining the permanency of its future and progress as substantial public improvement.

Improvements. Its citizens and their property within its limits must furnish the means of war, and the question now before Klamath Falls and its citizens is: Are you willing to pay the price? Don't cheat yourselves into the belief that Klamath Falls is all there is to Klamath county, and that it will continue without any effort to hold its place as the chief trade center.

I sound this note of warning for this reason: To be forewarned is to be forearmed. Let us profit by the experience of other places perhaps as equally well favored. The people of this city have honored me with the position of chief executive, believing that I could and would aid in working out a future for Klamath Falls, jointly with yourselves.

Our paramount duty is to see that Klamath Falls loses naught of the prestige her geographical position has enabled her to maintain in the past. Within the purview of that duty is embraced every element of administrative ability necessary to advance her interests.

It is our duty to formulate a policy along these lines as representatives of its citizens and to devise ways and means to carry out that policy.

A step has already been taken in the right direction, and the city is asking for bids on a \$40,000 issue of twenty-year 4 per cent bonds for sewerage purposes. The prospects for their immediate sale are bright, which means a prompt inauguration of the system.

That is but one of the many necessary improvements, as streets are to be graded. Citizens owning property on Main street should be called together and some concerted action taken along these lines. The streets, or at least the main thoroughfares of this city, must be put in shape for the increased traffic they must bear. Let the approaches to this city from the farming and industrial sections and the streets of the city be improved and made passable the year round, and the future is secure.

It takes money to do these things; our future prestige hinges on them being done. I do not want the people of this city to say of us, "They were not alive to the situation."

To begin with, the credit of this municipality must be restored as fast as possible. Something must be done to provide an income. Our city treasury is empty; we have exceeded our limit of authorized warrant indebtedness, and are legally powerless to issue a city warrant for any manner of improvement.

Reference to the report of the Police Judge reveals the fact that since July 1, 1908, there has come into the city treasury from all sources the sum of \$9,419.95, and during that period we have issued warrants in the sum of \$11,772.50. To be explicit, we have overdrawn our account \$2,352.55. We are all pretty familiar with the sign displayed in each of the banks in town, "No overdrafts allowed."

You will observe that during the period mentioned there was received in taxes the sum of \$8,464.85, leaving the sum of \$955.10 received from all other sources.

It is impossible to continue this method of doing the city's business without serious embarrassment in the near future.

The indebtedness of the city on the 15th day of May, 1909, was as follows:

Warrants protested outstanding and unpaid, \$36,616.41
Interest accrued thereon to May 15, 1909, 2,441.02

CIRCUS FOR RAILROAD DAY

Snow's Dog and Pony Show, With Fifty People and Band, May Be Here.

The Chamber of Commerce has received a telegram from Snow's Dog and Pony Show, which is at Red Bluff, in reference to showing here Monday and Tuesday during the railroad celebration. The show has two cars, with fifty people, including a band.

The Chamber of Commerce wired that they could offer no bonus, but were certain that they would receive all the business they could handle. A letter was also written to Mr. Snow, and it is probable that the company will be here with their dogs, ponies and band. It would be a good feature and be a great addition to the parade.

VENISON COMES HIGH

Deputy Game Warden L. Alva Lewis swore out a complaint against R. A. Moon of Fort Klamath, charging him with the unlawful killing of a buck deer on May 23d. The warrant was issued from the court of Justice of the Peace C. C. Jackson of Wood River precinct. Mr. Moon pleaded guilty and paid a fine of \$50 and costs.

Prosecutions of the violators of the game laws will result in the perpetuation of the game supply. Deputy Game Warden Lewis is to be commended for his alertness in the enforcement of the laws.

ARM BADLY BURNED

Robert Baldwin had the misfortune this afternoon to upset a kettle of hot lead on his left arm. The skin and flesh were badly burned from the wrist to the elbow. He stopped work long enough to have it dressed, but he won't be able to use the arm to any extent for some time.

Total warrant indebtedness \$40,057.43
Water works bonds due 1910 10,000.00
Proposed sewer bonds 50,000.00

Making a total debt \$90,057.43

Our total valuation of property, as shown by the last assessment roll, was in the neighborhood of \$800,000. A thirteen-mill tax is our limit under the present charter. The ordinary running expenses of the city under the conservative management of the past year exceed the amount derived from taxes. What are you going to do about it—continue this method or take some steps to put the city on a sound financial basis? Gentlemen, it is up to you, as it has been up to every City Council in the past three years.

There is considerable territory contiguous to the city limits that should come in; that is, it should come in on the proper basis and help bear the expense of conducting this city government from which it is already receiving a big benefit. The increased value in the taxable property would enable the city to bond itself for more money at a low rate of interest and fund our present floating debt at a lower rate and get down to a cash basis.

I hope to have the earnest and persistent support of the Council and co-operation of the citizens in adjusting our financial situation to meet the demands of sound business.

Respectfully yours,
F. T. SANDERSON,
Mayor.

THE "WALK-OVER"



HERE'S a new model shown this season for the first time. Has style that appeals to the eye, comfort that appeals to the foot and honest wear that appeals to the pocket. Don't these appeal to you?

K K K STORE

FORCED TO VACATE

By Wednesday, June 9th

As we have no location yet we desire to sell our entire stock of

Drummers' Samples

consisting of an up-to-date line of

Tailor-Made Suits, Silk, Net, Messaline Waists, Silk Empire Dresses, Petticoats

DRUMMERS' SAMPLE STORE

Opposite the Baldwin

5,000 U. S. Flags

Silk Flags, Wool Flags, Bunting Flags and Muslin Flags—one inch to twelve feet long. Besides, we have Bunting, Crepe and Tissue Paper, Paper Napkins and everything required for Railroad Day decoration.

SEE OUR WINDOWS.

Star Drug Store

"They Have It"