

The Evening Herald

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Friday, November 6, 1925

THE O. & M. CONTRACT

P. W. Dent, who was rewarded for his part in the preparation of the Dent-Stoutwater report by being appointed assistant commissioner of the reclamation service, has again projected himself into the affairs of the district by opening the private files of the department to the opponents of Jacob and Short, by furnishing copies of the private letters that passed between Secretary Thomas and Commissioner Mead.

The purpose of the publication of these letters is to convey the impression that the officials have been negligent in pushing the enactment of a contract between the government and the district.

We challenge the Copco crowd and P. W. Dent and the reclamation bureau to publish the complete correspondence that has passed between the district and the reclamation service, if it is done it will be shown that the officials have been relentless in their efforts to force the enactment of a contract, a contract that will not have the infamous paragraph 38, which surrendered the waters of the district to California Oregon Power company.

We charge the reclamation bureau with postponing the enactment of the O. & M. contract until after the election of November 10, in hopes that control of the board would pass into the hands of men of their selection, men who would agree to paragraph 38, thus surrendering to the California Oregon Power company water rights that are worth millions of dollars and that are now the property of the Klamath Project.

We dare the reclamation service, any of its officials or the Copco crowd to publish ALL the correspondence or to deny the charge that this fight is one to rob the farmers of the Klamath Project of their enormously valuable water rights.

PARAGRAPH 38

Paragraph 38 of the O. & M. contract is the joker that the reclamation service wants to slip over on the farmers of the project. Every contract entered into between the farmers and the government has contained some vicious joker and left the farmers poorer than they were before it was signed. The proposed O. & M. contract has one that is the worst of the whole bunch of snakey contrivances through which the reclamation service has sought to steal from the Klamath Project invaluable assets and turn them over to the California Oregon Power company.

Under paragraph 38, it provides for the equitable distribution of water during time of shortage. That means that the prior rights of the district would be surrendered and the district would then be on an equal footing with California Oregon Power company. It also means that the district surrenders its ownership of the surplus water, thus putting the California Oregon Power company in a position where it can step in and claim it. Once that is done, it never will be possible to irrigate the lands not now irrigated. Any outfit that would advocate such a damnable provision, or would support any candidate that would favor its enactment, would rob a graveyard.

Under this paragraph 38, the government stands between the farmers of the district and the California Oregon Power company. Under the contract between the government and the California Oregon Power company, THE LATTER IS AN AGENT OF THE GOVERNMENT, and paragraph 38 provides that "in no event shall liability accrue against the United States, its officers, AGENTS, or employees, or ANY OF THEM for any damage, DIRECT OR INDIRECT, arising from floods, droughts, HOSTILE DIVERSION, interruption of service made necessary by repairs, unavoidable accidents, shortage of water, INACCURACY OF DISTRIBUTION OR ANY OTHER CAUSE."

The fight on the majority of the present board of the district is being made because it has refused to consent to this paragraph 38. Where is the farmer in the district that will condemn them for standing out against it? For once we have a board that will see to it that ANY CONTRACT entered into between the district and the government SHALL PROTECT THE DISTRICT JUST AS FULLY AS IT PROTECTS THE GOVERNMENT.

To insure the continuation of this policy Short and Jacob must be elected. They stand for the farmers of the Klamath Project as against the men who want to serve the California Oregon Power company.

NAILING A LIE

The answer of the officials of the Klamath Irrigation district to the charges of "wild orgies of extravagance" made so viciously by the opponents of Short and Jacob, speaks for itself. When the mud-slingers prepared to besmear the characters of honest, efficient, economical officials, men who have worked day in and day out for the interests of the farmers, they left nothing undone that would aid them in their work. When they prepared their statement of the "wild orgies," they used that expression with particular malice, for it was followed by the charge that money was squandered on flowers, gasoline and taxis. The first impulse of the reader was to infer—and many did so infer—that the officials were spending the district's money having a good time with flappers.

Does the statement of the district officials, published elsewhere in this paper indicate "wild orgies?" Does loaning a plowman indicate waste of money? Does borrowing a car to save the district expense indicate that your officials are wanton spendthrifts? Do their efforts to shut out the influence of the California Oregon Power company and its "entertainment committee" indicate extravagance? When the Copco crowd prepared their statement they knew just what that money was spent for—the vouchers showed it. Then why didn't they tell the truth?

The money paid for the engineer to prepare a report for the committee that investigated the project was well invested. For the first time it showed that there was an actual shortage of water. It showed why the California Oregon Power company was fighting so desperately, why the reclamation service wants to insert in the O. & M. contract that infamous paragraph 38, that would surrender the water of the district to the Power company. That money will earn millions for the district.

The statement of the district officials is a clear, honest, straight-forward compilation of facts that speak for themselves and show that honesty and economy have marked every step of their administration.

This "wild orgies" smoke screen has been raised just to distract your attention from the theft of the surplus waters of Klamath lake. Don't be fooled, Mr. Farmer. Make the California Oregon Power company pay for it. You had to pay. Make the Power company do likewise. Vote for Jacob and Short.

The surplus water in Klamath lake, if sold at the same rate that the farmers have to pay for it for irrigating their lands, is worth to the district \$100,000 a year FOREVER. The reclamation service wants to give it to the California Oregon Power company for nothing. It is your property, Mr. Farmer. Do you want to give it away, or do you want it paid for? If you want the California Oregon Power company to pay for it just as you have to pay for it when you irrigate your land, then vote for Short and Jacob.

You, Mr. Farmer, had one day of reclamation service control lasting for seven years. During that time they gave away about everything you owned, except the surplus water in Klamath lake. That would have been gone if they had had any idea that you were going to kick them out as you did last year. Now they want to get back in an identical contract with the district in which the infamous paragraph 38 will be incorporated. Keep them out by electing Jacob and Short.

We have heard nothing from the Klamath News, that journalistic studs, in answer to our offer to pay \$5000 to any charity in Klamath county if it can prove its charge that Charles Wood Eberlein, or anyone else, has a dollar invested in The Evening Herald. The statement of The Klamath News is a lie, just the same kind of a lie that has marked every statement it has made against the officers of the Klamath Irrigation district.

DIRECTORS GIVE LIE TO REPORTS

(Continued From Page One)

Incurred in Hearing before Board of Survey and Adjudgment ordered by the Secretary of the Interior, the expense of which the District was compelled to pay: Engineer's report of Consulting Engineer A. H. Lamm, necessary for proper presentation of District's claim to water rights and power.....1,284.05
Fees of Attorney for special services at this hearing.....400.00
Services Mrs. L. B. Hague taking testimony and transcript of record for District.....500.00
Other expenses incidental to presentation of case of District, including replacement of valuable records and documents, necessary to this hearing, lost or destroyed by former administration of District.....1,225.40

Cost of Land Owners' Ledger to show exact status of the account of each water user and title to each 40-acre tract. Necessary expense ordered by Fact Finder's Bill U. S. Statute.....570.14
Damages paid to various water users for damages created by negligence and incompetence of U. S. Reclamation Service for the water users to pay, arising from breaks in canals.....1,450.00

Incidental expenses in connection with tax relief furnished by present Board to delinquent water users. This salvation secured by great labor of Jacob and Bradbury is criticised by their opponents in this campaign. Twelve families are living on their home ranches today, who, but for this relief, would not be there.....53.40
Expense of fitting up new quarters for District office in Court House. By moving into Court House, District has saved \$85.00 per month rent.....200.30

NOTE: The Hans Nylander Board on Oct. 16, 1925, two days after election at which they were defeated, passed a resolution assigning and delivering to A. L. Wishard, without compensation and without a cent of cost to Wishard, the lease which the District held on the whole building and basement at 124-126 So. 7th St., Klamath Falls. This lease cost \$129.00 per month to the District and had two and one half years to run. At a conservative estimate this lease has a value to the holder of \$3600.000 the past year. With the present development and demand for business property in the business center, this lease has a probable value to the holder for the remainder of its term of \$5000.00 per month.

WHERE DID NYLANDER AND HIS BOARD GET THE RIGHT AND AUTHORITY TO MAKE A CHRISTMAS PRESENT TO ARCHIBALD WISHARD, OF THIS EXCEEDINGLY VALUABLE PROPERTY BELONGING TO ALL THE WATER USERS?

For cost buying in tract of land at delinquent tax sale, to protect lien of District.....133.82

For actual operation and maintenance.....246.69

NOTE: Four water users having crops and entitled to water, required extension of lateral. Local U. S. Reclamation Service, whose duty it was to furnish this construction, refused because "they hadn't time," leaving these water users to ruin. Present Board built the required lateral to save them.

Paid Necessarily in proceeding to secure REVOCATION OF PERMIT TO CALIFORNIA OREGON POWER COMPANY TO TAKE 1000 SECOND FEET OF WATER FOREVER FROM UPPER KLAMATH LAKE.

This water belongs to the people of the Klamath Project and former Boards did nothing to prevent the deprivations of the California Oregon Power company.

Be it remembered that J. L. Jacob and R. E. Bradbury, over protest of Chas. E. Drew, and after refusal of all cooperation by him, went to Salem and secured through the Governor and Attorney-General the revocation of the permit which, but for their prompt and courageous service would have been lost to the district forever.

The actual cost of this great service for travelling expenses, telegraph and telephone service was the insignificant sum of \$498.20
NOTE: The Annual Report of the California Oregon Power company of Dec. 31, 1924, STATES THE VALUE OF THE WATER POWER thus recovered from that Corporation by the

Remember the Ankeny canal steal! Remember the Reno canal steal! Remember the Link river dam steal! Don't add to this series of thefts the surplus waters of Klamath lake. Make the California Oregon Power company pay, pay, pay.

The state says the Klamath Project OWNS ALL THE SURPLUS WATER IN KLAMATH LAKE. The reclamation service and the men who are opposing Short and Jacob want to give this surplus water to the California Oregon Power company free of charge. Do you want to do that, Mr. Farmer? If you don't, then vote for Short and Jacob,

Overcoat Values Like These Can't Last Forever

All Sizes Every Popular Style Any Color



Is it Any Wonder Men Scan These Pages For Sugarman's Values

Styles That Stand Out--Prices a Knock-out Settle the Question for 2 or 3 Winters to Come

It doesn't take much argument to convince men of these values. We've found this out by the way coats have been selling the past few days. Do yourself proud while it costs less. See the Chicago Round-up and the Sugarman Style Feature picture at the Pine Tree.

Look at These Savings NOW--Not Next Spring

\$25 Overcoats at \$20--Save \$5

30	"	24	"	6
35	"	28	"	7
40	"	32	"	8
45	"	36	"	9

All Others in Proportion



That Satisfactory, Contented Feeling in a Hart Schaffner & Marx Suit

They give a man better lines—they make a man glad to wear good clothes. The new styles give him a good pair of shoulders, a wide chest, slender body lines. The colors and weaves give the clothes added life and make a man feel younger—you'll have a new enthusiasm for your new suit of clothes—and for the values, too.

\$35 up

K. Sugarman

"I Ain't Mad at Nobody"

Follow the American Legion Armistice Program--It's a Big One

expenses.....7,042.48
Paid for Surety Bonds and Notary Bond.....71.00
Paid for Janitor Service.....150.25
Paid for Travelling Expenses.....355.65
These expenses were necessarily incurred in sending Bradbury and Jacob to Salem to secure from Legislature changes in law to permit Klamath Irrigation District to take advantage of the National Fact Finder's Act.
Paid for telegraph and telephone service.....230.80
NOTE: A large proportion of this charge is unusual and necessarily incurred in communications with state officials in getting cancellation of water permit to C-O-P Co.
Paid for office supplies and equipment, printing and postage.....249.10
It will be remembered that the Nylander Board paid to the Case Multigraph Shop alone, an amount approximately as large as the entire disbursement of the present Board for all office supplies, etc.
Directors' salaries, including mileage, etc., allowed by law:
R. E. Bradbury.....480.25
J. L. Jacob.....103.55
Chas. E. Drew.....112.50
R. E. Bradbury is President of the Board and responsible to the water users for conduct of the District business and protection of its interests. A very large part of the necessary business of the District has to be done

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