

FULL TEXT OF LEASE OF LOWER KLAMATH LAKE

In order that all may be familiar with all details of the lease entered into between the United States Government and the Lower Klamath Lake Grazing Association, it is herewith Printed in full.

This lease made this first day of September, A. D. 1927, in pursuance of the Act of June 17, 1906 (34 Stat., 388), and acts amendatory thereto or supplementary thereto, between the United States of America, hereinafter styled the United States, represented by the officer executing this lease, and subject to the approval of the commissioner of the bureau of reclamation, and the Lower Klamath Lake Grazing Association, a corporation organized and existing under and by virtue of the laws of the State of Oregon, hereinafter styled to leasee.

WHEREAS, the United States is engaged in the construction and operation and maintenance of the Klamath Irrigation project, situate primarily in the State of Oregon, but as to a part or portion thereof situate also in the State of California, and in connection therewith has lowered the water level of Little or Lower Klamath lake as authorized by the Act of February 3, 1905 (33 Stat., 714) and

WHEREAS, by the Act of January 20, 1905 (General Laws of Oregon, 1905, p. 43), and by the Act of February 3, 1905 (California Statutes, 1905, p. 4) there was ceded to the United States all the right, title, interest and claim of the States of Oregon and California, in and to the lands uncovered by the lowering of the water level of the aforesaid lake, and

WHEREAS, a large body of land has been uncovered and partly reclaimed through the operations of the United States in lowering the water level of the aforesaid Little or Lower Klamath lake, which land has not as yet been disposed of under the provisions of the national reclamation laws, and is presently best adapted to grazing uses;

NOW, THEREFORE, in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto, as follows:

Subject to the conditions hereinafter set forth, the United States does hereby lease to the lessee, for grazing purposes only, all lands uncovered by the United States in the lowering of Little or Lower Klamath lake, with privileges and appurtenances; subject, nevertheless, to exceptions and reservations set out in the next succeeding article.

There are excepted and reserved from the lease of the lands described in Article 5 hereof, the following:

(a) All lands to which private rights have lawfully attached prior to the date of this lease.

(b) The rights of way for ditches and canals provided by the Act of August 30, 1890 (25 Stat., 391.)

(c) All rights of way heretofore acquired or initiated for highways, railroads, irrigation works, or for any other purpose.

(d) The right to remove from said lands any or all timber, both standing and down, subject, however, to the right of the lessee to use timber from the leased premises, if any, for repairs upon fences and other structures belonging to the leased premises, and for domestic use on the premises, but for no other purpose.

(e) The right to continue the construction, and operation and maintenance, of any irrigation works now located on said lands.

(f) The right to care for any federal bird preserve now located on said lands.

(g) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 3, 1917 (40 Stat., 297), and the act of February 25, 1920 (41 Stat., 477.)

(h) A right of way along all section lines, or other practically run lines when locations on section lines are not feasible, to give ingress to, passage over, and egress from all of said lands.

(i) The right of the officers, agents, employees, licensees, and permittees of the United States, at all proper times and places, freely to have ingress to, passage over and egress from all of the said lands, for the purpose of exercising, enforcing and protecting the rights described in and reserved by this article.

The lease of the premises described in Article 6 hereof shall be for the period from the date hereof, to December 31, 1928, both dates inclusive, unless sooner terminated as hereinafter provided. The lessee shall pay to

term as provided by Article eight, or

(b) After failure of the lessee to observe any of the conditions of Article eight, nine, ten and eleven, and on the tenth day following service of written notice on the lessee of termination because of failure to observe such conditions.

The notice provided by this article shall be served by registered mail to the postoffice address of the lessee given at the foot of this lease and the mailing of such notice properly enclosed, addressed, stamped and registered, shall be considered service.

13. No member or delegate to congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

14. The provisions of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administra-

tors and assigns of the lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA.

Evidence of authority to sign corporate instruments:

L. A. L. Andrieu, secretary of the Lower Klamath Lake Grazing Association, a corporation organized and existing under the laws of the State of Oregon, do hereby certify that at a duly called meeting of the board of directors of said company, at which a quorum of said directors were present, held at Merrill, Oregon, on the first day of September, 1927, a resolution was adopted, of which the following is a correct copy:

"On motion made and seconded, it was resolved unanimously that the lease of the public lands in the Lower Klamath lake to this association be accepted without change as presented by bureau of U. S. R. S., at Klamath Falls, Ore., and the president and secretary of the Lower Klamath Lake Grazing association, be and are hereby empowered and order

ed to sign it, in behalf of this association."

I further certify that on the first day of September, 1927, the above resolution was still in force, and on the said first day of September, 1927, said lease was signed by James O'Keefe and A. L. Andrieu and that James O'Keefe is president and A. L. Andrieu is secretary of said company.

IN WITNESS WHEREOF, I have hereunto set my hand, this first day of September, 1927, A. L. ANDRIEU, Secy.

MAIL MAN DECLINES TO RETIRE AT 65

CORPUS CHRISTI, Tex., Oct. 13. (AP)—Walking a distance equal to four times around the earth and carrying 300,000 pounds of mail is the record of G. M. Little, Corpus Christi mail carrier, who becomes eligible for retirement on October 8, his sixty-fifth birthday. But he won't retire. Uncle Sam has granted him a two years' extension. "If I quit now," he says, "I probably wouldn't live long. You know there's an old saying that a man will rust out as fast as he'll wear out."

SYSTEM OF AIRWAYS

WASHINGTON, Oct. 13. (AP)—Although the aeronautics section of the department of commerce has been in operation a relatively short time, it is already able to present a map showing that by the end of its first full year of service, December 31, approximately 14,000 miles of standard airways will be

available for non-military aviation in the United States.

A standard airway, as the section grades it, must be for the airplane what the highway is for the motorist. Dangers and difficulties ordinarily encountered by the sky traveler must be reduced to a minimum. A number of sections of the airways thus far approved are lighted and equipped with emer-

gency landing fields at frequent intervals, with beacons to guide and fairways to alight upon if necessary, making flying almost as safe at night as by daylight.

The network reaches from coast to coast, and from border to border, and the lines are expected to branch out in the next five years to make an even more comprehensive system.

Good Teeth Are the Foundation of Good Health. Preserve your teeth by having them cared for at regular intervals. Exercise watchfulness for your own good. Your health is involved and "An Ounce of Prevention is Worth a Pound of Cure." Portland Painless Dentists. Cor. 11th & Main Phone 94

EVANGELINE'S PEOPLE REBUILT AFTER FLOOD

ST. MARTINSVILLE, La., Oct. 13. (AP)—Evangeline would have cause, indeed, to keep beneath the aged oak on the banks of Bayou Teche were she alive to day, but in her sorrow there would also be pride. For struggling in the disaster of the Mississippi flood, which drove them once again into exile, the modern Acadians are rebuilding their homes to resume their place among the picturesque beauty of water hyacinths and moss-draped spreading oaks. Penniless, without even the promise of a crop to replace those destroyed, some of the Acadians are seeking new lands. On one deserted, half-ruined farmhouse is the tell-tale sign: "For Sale—Cheap." But most of the quaint people are made of harder stuff. Many of the houses are gleaming with new paint, and the fields again are plowed and planted in seed. Their great hope is safety from floods of the future.

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Mom 'n Pop



So?



By Taylor



By Taylor



By Taylor



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HOWARD Transportation Co. STAGES. Leaving Klamath Falls 7:30 A. M., 10:00 A. M., 1 P. M., 4:40 P. M., making connections to Portland and way points same day. Connections at Ashland with Pickwick Stages for California points 7:30 A. M. and 1:00 P. M. Stages make direct through connections to Portland and Seattle 10 A. M. and 4:40 P. M. Stages make direct connections to San Francisco and Los Angeles. Local Office 615 Main St. Phone 909

Chiloquin Stages. Leave Klamath Falls Daily for Chiloquin and Intermediate points as follows: 9:00 a. m.—12:30 noon 3:30 p. m.—7:00 P. M. Take 9 a. m. bus to connect for camps beyond Chiloquin C. S. KING, Owner

KLAMATH-WEED STAGE WEED and Intermediate points Lv. K. F. 7:30; Ar. Weed 12 Lv. Weed 1:30; Ar. K. F. 6:00 Stage Terminal Depot 615 Main St.