

DIRECTORS RESCIND ACTION.

Secretary of the Interior Given Assurance of Fulfillment of Contract.

The Directors of the Klamath Water Users Association passed a resolution on Tuesday, after a lengthy fight, rescinding their former action and agreeing to abide by their contract with the government in regard to the payment of water rights, provided that if at any future time it should develop that the members should be unable to make payments for any legitimate cause, they would make application for relief to Congress. Those voting for the resolution were: President Alex. Martin, Jr., Directors Rueck, Stearns, Dalton and Williams. Those voting against the measure were Stevenson, Irwin and Dixon. The resolution is as follows:

"Be it resolved by the Board of Directors of the Klamath Water Users Association, That:

"Whereas, The Honorable Secretary of the Interior has construed the letter of December 7th, forwarded by the secretary of this Association, as meaning that this Board refuses to comply with its contract with the United States Reclamation Service in the matter of guaranteeing the payment of that part of the cost of irrigation works which shall be apportioned by the Secretary of the Interior to each shareholder, and will promptly collect or require payment thereof in such manner as the Secretary of the Interior may direct, etc., Therefore, be it

"Resolved, That we as members of the Board of Directors hereby distinctly disclaim any such determination or intention, as we fully realize that not only our contract with the Honorable Secretary of the Interior is binding but that the stock subscription signed by each and every member of the Association is equally binding and that nothing the Board of Directors could do or fail to do would relieve either the shareholders or the Water Users Association from the provisions of the contracts. We regret that such interpretation was placed upon the said letter as to cause suspension of work on the Project, as we realize that to suspend construction work now and the diversion of Reclamation funds set apart for the uncompleted portions of this Project would result in a greater loss to this community than we could hope might be gained by a reduction of the estimated cost, were such a reduction possible. Further, be it

"Resolved, That we give the Honorable Secretary of the Interior assurance that so far as within our power to do we will comply with the terms of the contracts executed with the Reclamation Service, and in case the enforcement of the collection under the contracts become too burdensome for the people under the irrigation system we would then look to Congress for such legislation as will afford adequate relief."

PRESENTED WITH CARE.

Monday Wm. Pitts was presented with a very handsome gold headed cane in honor of his birthday which occurred on the same day as that of George Washington. Mr. Pitts was not born in the same year, however. He refuses to tell his age, but judging from his activity it will be a number of years yet before he has any practical need of a cane. He is justly proud of his birthday present, nevertheless, and it is a beauty. Mr. Pitts has only been in Klamath Falls a short time but he appears to grow younger each day he remains here. He says there is no place that can equal Klamath County for its healthful climate.

W. W. Baldwin left Wednesday for Portland and other points to be absent several weeks. Will announced that he was going on business, but people are always suspicious every time a member of the Twenty-One Club leaves the city, and it has gotten to be only a question with the members as to who is the next one.

A telephone has been installed in the A. O. U. W. Hall for the benefit of the members of the lodges which hold their meetings there. The ladies can find out now whether their husbands are at lodge or not. It is believed that the establishment of the telephone will have a tendency to increase the attendance at the lodges.

NOW WE ARE "13."

Does It Mean "Bad Luck" to the Malefactor?

Klamath and Lake Counties now compose the Thirteenth Judicial District, or will as soon as the Governor signs the bill dividing the First District, which has passed both the House and the Senate.

The First Judicial District was constituted by Josephine, Jackson, Klamath and Lake Counties. Because of poor transportation facilities the district for a number of years has been divided into two divisions, designated as the first and second prosecuting attorney districts. The law as it has been enacted by the twenty-fifth Legislature makes these prosecuting attorney districts full fledged judicial districts, of which Josephine and Jackson will be the First District and Klamath and Lake will be the Thirteenth District.

At present Judge Hanna and Judge George Noland are the Judges in the district and the former will be judge in the First District and the latter in the Thirteenth until successors are elected.

This division of the districts will make no change in the conduct of business before the Courts, as heretofore the business has always been entirely separate. The only change will be of a political nature. At elections hereafter the people of Klamath and Lake will select their own Judge without the help of the voters west of the mountains. This will be a great advantage to a Democratic candidate, as it will give him a chance of election, while heretofore the election of a Democrat was practically an impossibility.

PROVISIONS OF NEW GAME LAW.

Senator Abraham's law for the protection of game in Oregon contains the following provisions as to the hunting and fishing seasons:

- Beaver—Closed until 1920.
- Buck deer—Open July 15 to November 1. Limit three deer during season. Coos and Curry Counties open July 15 to October 15. Sale prohibited. No hunting with dogs.
- Elk—Closed until September 14, 1914.
- Spotted fawn, antelope and mountain sheep—Closed perpetually.
- Ducks—Open September 1 to March 1 of following year. Limit 50 birds a week. Coos and Curry Counties August 1 to February 1, and Klamath and Lake August 1 to April 1.
- Geese and swan—Open season from October 1 to March 1.
- Chinese pheasant—Closed until October 1, 1911.
- Grouse, native pheasant, ruffed grouse or partridge—Open October 1 to December 1. Limit 10 birds per day or 20 per week.
- Prairie chicken—Open September 15 to November 15. Limit 10 birds a day or 20 a week.
- Quail—Open from October 1 to December 1. Limit 10 a day or 20 a week. In Grant, Harney, Wheeler, Gilliam and Umatilla Counties, closed until 1912.
- Trout—Open for hook and line fishing only. April 1 to November 1. Sale prohibited. Limit 75 trout in one day.
- Bass—Unlawful to catch with other than hook and line.

GILLETTE PROPERTY SOLD.

Wm. Pitts has purchased the Gillette property on Washington street, for a consideration of \$5500. Mr. Pitts will occupy the property as a residence. The heavy investments being made by Mr. Pitts in Klamath County is proof that he has faith in the future of this section. He has his eyes open for all the snags that are going and isn't overlooking anything in the way of a good buy.

COLLECT OVER \$17,000 TAXES IN THREE DAYS.

The collection of taxes for the year 1908 began Thursday morning, and a total of \$17,700 was collected, a last week during the first three days in which the books were in the hands of the sheriff. A great many of the farmers who were anxious to attend the Liskey trial have an excuse to be present by coming to town to pay their taxes.

Jack Kimball returned last Thursday from Byron Hot Springs where he has been for the past month.

CHARLES LISKEY FOUND GUILTY ON FIRST BALLOT

Twenty-five minutes after the case was given to the jury a verdict was returned against Charles Liskey. It was confidently expected that the verdict would be as it was, but few expected such a quick return.

THE TRIAL IN DETAIL.

Proceedings in the Liskey case were resumed on Thursday afternoon. The special venire summoned from the vicinity of Keno did not arrive until late and it was almost 3 o'clock before the examination of jurors was begun. J. D. Jones, blacksmith of Keno, was the first one called. He was acceptable to the defense, but was excused by the prosecution. Ellsworth Moore, of Poe Valley, was examined and accepted. J. H. Barnes of Keno, qualified, while G. G. Kerns, a rancher residing midway between this city and Keno, was thoroughly examined and was finally excused by the defense, which exercised its last preemptory challenge in so doing.

B. W. McCormick, a hardware merchant of Keno, was acceptable to the defense, but was excused by the prosecution, it using its last preemptory challenge on him. Chas. Sawgoose, also of Keno, was very uncertain in all of his replies. He was finally examined by the Court and excused by Judge Noland as being unqualified. G. F. Sevits and David Ford, residents of the Keno section, were acceptable to both the defense and the prosecution, completing the jury, which was as follows: A. E. Pointer, E. W. Smith, J. W. Siemens, F. M. Bennett, W. P. Rhoads, Jas. Cole, W. T. Shive, C. W. Lewis, Ellsworth Moore, J. H. Barnes, G. F. Sevits and David Ford.

Immediately after the completion of the jury prosecuting Attorney Kuykendall read the indictment and made the opening statement in the case.

Attorney F. H. Mills made the statement for the defense after which an adjournment was taken until Friday.

During the entire afternoon every seat in the Court Room was occupied and it is apparent that much interest will be manifested throughout the entire trial.

After the attorneys had made their opening statement to the jury, Walter A. Welch was put on the stand and gave a detailed account of the stealing and shipping of the carload of horses, for which Charles Liskey is now being tried. A night session was necessary for Welch to complete his testimony.

Welch gave an account of his first coming to Klamath County and his movements since that time. He stated that he had been working for Mr. Stewart all last summer handling cavalry horses, and that when Mr. Stewart left he told him that if he ran across any polo horses to let him know and to buy them for him. He had worked as a clerk for Mr. Davies at his store in Dairy, and at the Shook ranch and other places and had become acquainted with Liskey.

He had a conversation with Liskey about polo horses and was told that he had four or five of his own, and that Wallis had four or five, and he knew of some more, and would go to the Reservation for some. He telegraphed to Mr. Stewart and was authorized to get a carload and get an option on them.

When he went to Liskey's the day after Thanksgiving Liskey told him about some mares of Strubel's that were gone, and said the people thought he had them hid away in the hills, and asked him to tell in front of the people on the ranch that he wanted to hire him to go with him and help buy some polo ponies. A man by the name of Pearson and his wife were staying on the ranch, and Liskey asked me how much I was going to give him, and I told him \$1.50 a day would be satisfactory.

They started for Wallis' and stopped at Dairy where they heard that two of the Liskey boys were arrested by the sheriff for stealing the Bord cattle. Liskey said he would have to go back to see what the trouble

was, so they both went to the Liskey ranch, the home ranch. The boys had not heard anything about it so they went to Wallis' the next day.

The rode five or six days, and the second day wound up by Mrs. Fitch's place and found some horses on the foot of Round mountain. There was a little brown Indian mare in the bunch and Liskey told him she was an stray and they might as well take her along. He replied "it goes with the Swede." That he claimed was the starter of the whole business. The next bunch they ran across had Jim Wight's sorrel driving team in it and they took them along, and run them all into Wallis' pasture.

When they were bringing the horses back they got away and he rode ahead to stop them, but before they got them collected again they came out in front of Mrs. Fitch's place, and Mrs. Fitch and the hired man were there and saw them.

They stayed at Wallis' that night and then Liskey went home to see about the boys being arrested. He and Wallis went to Bonanza to get his horse shod. That, after dinner, they bought a lunch at Bradley's and wire cutters at Broadword's. They then returned to the ranch and on the way ran onto a bunch of horses with the little Indian mare and the black Vinson mare in the bunch, and drove them into the pasture. They rode next day but did not find any horses. Wallis was worried about Liskey not returning, and he went to Charlie Liskey's that night and found him in bed, and stayed with him all night.

The next morning he and Liskey left the ranch telling the Pearsons that they were going to the Reservation, and met Wallis about a mile from Wild Horse Springs on the Yainax road. They had ridden five or six days and only secured 10 or 12 horses fit to ship, and were pretty badly discouraged, and were thinking of giving it up.

Going down from Wild Horse ridge they ran across a big bunch of horses probably 25 head, mostly Vinson's, and they drove them to the Wallis pasture. Mr. Logue, Wallis' father-in-law, stayed at the house with them that night and in the morning he recognized Wight's sorrel team in the pasture, and they turned them out. That day they cut out 21 head of the best of the bunch, the fattest and best ones fit to ship, and the others, about 40 or 50 head, were turned out into the hills. After dinner they started out with the bunch and about dusk crossed Lost River and started out through the hills for the Lava Beds, and had to cut from 10 to 12 fences on the way. They arrived at the Lava Beds about three o'clock in the morning. The next morning about daylight they started again, Wallis going with them for about an hour and a half, and after giving them directions how to go, started back for Bonanza.

The following night they stayed in the Lava Beds and next day had a hard time traveling over the rocks. They arrived in the evening at the Bruce ranch, and he went to the house and got permission to stay there all night, and put the horses in the corral. A family by the name of Smith lived there, from whom Liskey had bought his ranch near Dairy, and Liskey said he thought they knew him, also a man by the name of John Bliss, whom they both knew. They had intended getting someone to help drive the horses to Mt. Hebron and Liskey was to return, as he did not want anyone he knew to see him with the horses, but they did not want to ask any of the Smith boys, and so they not decided to go on to the railroad and take the chances.

When they arrived within a mile of Mt. Hebron, he left Liskey there and went on into town to make arrangements to get a car. The station agent told him that he could fit him out so that he could ship at two o'clock that day. He made the contract and had the horses brought in and loaded on the car and consigned them in his own name, W. A. Welch, to E. Stewart, Western Horse Market, San Francisco. He got his dinner and went to the train. After Liskey got his dinner he came down to the train just before it pulled out

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THIS GETS 'EM.

The Legislature Made a Mistake and Passed a Good Bill.

The Legislature passed one good bill at least. This is the bill providing that all brokerage contracts for the sale of real estate must be in writing. The effect of this law will be to cut out the vocation of the curbstone broker. Klamath Falls as well as other cities in the state, has been sorely afflicted with this class, and what is known as the real estate shark has greatly hindered the development of the country.

The business of the legitimate real estate dealer has been seriously handicapped by these would be brokers whose offices are usually on the street corners and whose chief reliance for a living is in being able to connect themselves with a negotiation in such a way as to force a division of the commission.

The following is a copy of the bill as it was passed by both houses of the Legislature and signed by the Governor:

"Section 1. That section 797 of Bellinger and Cotton's Annotated Codes and Statutes of the state of Oregon, be and the same is hereby amended to read as follows:

"Sec. 797. Agreement not in writing, when void. In the following cases the agreement is void, unless the same or some note or memorandum thereof, expressing the consideration, be in writing and subscribed by the party to be charged, or by his lawfully authorized agent; evidence, therefore, of the agreement shall not be received other than the writing, or secondary evidence of its contents, in the cases prescribed by law:

"1. An agreement that by its terms is not to be performed within a year from the making thereof.

"2. An agreement to answer for the debt, default, or miscarriage of another.

"3. An agreement by an executor or administrator to pay the debts of his testator or intestate out of his own estate.

"4. An agreement made upon consideration of marriage, other than a mutual promise to marry.

"5. An agreement for the sale of personal property at a price not less than \$50 unless the buyer accept and receive some part of such personal property, or pay at the time some part of the purchase money; but when the sale is made by auction, an entry by the auctioneer, in his sale book, at the time of the sale, of the kind of property sold, the terms of the sale, the price, and the names of the purchaser and person on whose account the sale is made, is a sufficient memorandum.

"6. An agreement for the leasing for a longer period than one year, or for the sale of real property, or of any interest therein.

"7. An agreement concerning real property, made by an agent of the party sought to be charged, unless the authority of the agent be in writing.

"8. An agreement authorizing or empowering an agent or broker to purchase real estate for compensation or a commission."

As amended the law now says that an agent or broker employed to sell or buy real estate for compensation or a commission must have a written contract signed by the party chargeable with the commission. In other words an agent or broker having only a verbal contract with the owner authorizing the sale of the realty, and who makes the sale cannot enforce in the courts payment of his commission. The probable effect of this statute will be to concentrate the realty brokerage business into the hands of a smaller number of operators and at the same time stop practically all litigation for the collection of commissions.

CRATER LAKE ROAD BILL PASSES SENATE.

The Crater Lake Road Bill passed the Senate Friday and will now go to the Governor for his signature. The bill passed the House several days ago, but there was some fear that it would be held up in the Senate.

This practically assures the building of the Crater Lake Highway, as both Klamath and Jackson Counties have pledged their share, and with the appropriation from the state, it is believed that further help will be forthcoming from the National Government.

See Ady for marsh lands.

SITE FOR CEMENT PLANT.

Liberal Treatment by Buena Vista Company.

The Hydraulic Cement and Brick Company has secured a location for their plant and as soon as the present storm is over the machinery, which is now in the warehouse at the wharf will be moved and installed. Mr. E. T. Shortt made a special trip to Hollister, California, to see Messrs. Hawkins and Brown, of the Klamath Land & Transportation Company, in regard to a location for the factory. These gentlemen have been very liberal and have shown the proper spirit in encouraging undertakings of this kind which are bound to be of great benefit to the town and community.

They have agreed to furnish sufficient ground for the location of the plant on their property on the Upper Lake, also a right of way from the factory to the lake and a thirty-foot landing. A very small consideration was asked for the property and the gentlemen agreed to do even better than that. If a proper showing of business was made by the Cement Company they agreed to refund the purchase money.

There is plenty of the best quality of rock close at hand for the use of the cement plant, and it is considered the best location that could possibly be secured. The value of the property as placed by the Company was formerly about \$3000.

The members of the new Company were somewhat discouraged in regard to securing a suitable location near Klamath Falls. The property owners of the city are very near sighted. Instead of encouraging the location of factories and mills they seem to try and hold up every prospective institution of this kind. The result has been that the development of the city has been held back. The Cement Company, however, is very much gratified with the generous proposition offered it by Messrs. Hawkins and Brown and work is to commence at once on installing the plant and getting ready for business.

J. Robert Gill, one of the best known cement experts, of Chicago, will come here to install and put the plant in operation. Drawings and plans have already been received from him so that the buildings and other necessary equipment will be ready when he arrives. There are from ten to fifteen modern store and public buildings in prospect for the coming summer, and in most cases the parties are waiting to see the quality of the material turned out by the cement factory. If the plant is as successful in manufacturing the product as is anticipated, there is no question but that the factory will be unable to fill all the orders received the first year.

Mr. Wm. Pitts, one of the heaviest stockholders in the Company, has the utmost confidence in the success of the new industry. He has had wide experience in many parts of the United States, but he says he likes the Klamath country and is here to stay. Besides his interest in the Cement Company he has made many other gilt edge investments in property here, which would indicate that he is satisfied with the future prosperity of the county.

HAS VESTAL BEEN CAUGHT?

There is a persistent rumor in this city to the effect that Roy Vestal has been captured, having been located in Missouri. No one officially connected with the matter will admit or deny the authenticity of the story. Their every action, however, goes to prove that it is correct. It is generally admitted that if Vestal is captured and returned that there will be something doing all along the line. It is claimed that if he can be induced to talk as freely as Welch the result will be an explosion that will jar the county. Of course, very often these things are greatly exaggerated, but if there is no exaggeration in the stories floating around town, then this year will be known for generations as "the year when all those horse and cattle thieves were sent to the penitentiary." This same story has it to the effect that many men are under surveillance, and if they attempt to leave the county they will be placed under arrest.

LATER—The capture of Vestal has been admitted, and he will reach here this week. He was captured in Joplin, Mo.

Man is an admirer of the beautiful. He invariably selects an umbrella that has the prettiest handle.