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**MONARCH** MERCANTILE COMPANY

## WATER COMPANY ACTS.

Will No Longer Make Extensions and Will Cut Out Some Hydrants.

A very peculiar condition exists at the present time between the city and the Klamath Falls Light & Water Company. The Council is of the opinion that the franchise of the Light & Water Company has elapsed and so far have not seen fit to extend it. Mr. H. V. Gates came here recently for the purpose of asking the Council to extend the franchise according to the provisions of the contract, which he claims they are under obligation to do. An ordinance was introduced and read at the last meeting but no further action has been taken. It was expected that some action would be taken at the meeting last night, but the matter was not brought up.

There has been several rumors on the street today to the effect that the Water Company was going to shut off the city water and lights and in addition to these rumors the announcement was given the papers stating that the company would not undertake to make any further extensions of their system or furnish water to new residences. To determine what attitude the company intended to take in the matter a representative of this paper called on Mr. H. V. Gates on Tuesday at his office. The following questions were asked Mr. Gates: What is the meaning of the announcement you gave the Herald today?

"It means that the City Council 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 result of the inaction is that we have no legal right to excavate in the streets for any new work. For this reason and to save prospective customers loss by depending on us we inserted the ad explaining the situation."

What new work were you intending to do?  
"Water and light extension to Buena Vista, Hot Springs and other additions and to the railroad grounds, and to perfect our present water system in the original town so as to afford better pressure and supply during fires. We would continue as in the past three years anticipating every demand. During that period our power plant has increased from a capacity of 50 H. P. to 400 H. P., our mains from two miles to eleven and one-half miles. Electric lines in greater ratio. Our reservoirs now cover many hills and not once during that time has the Council had to make any demand for any extension. No municipal or private plant in the state of Oregon can show as clean or clear a record. We had appropriated \$20,000 to expend in 1909. We have ordered all construction stopped, have notified the railroad and all others interested that no extensions will be made. We cancelled an order for a car of pipe loading for us, and when our present jobs are complete the construction force will be let out."

along the present water mains?  
"We cannot make any new taps for service. We are more sorry for this than anything else, for it strikes the innocent and needy demand for water."  
You have been laying mains right along without any renewal of contract. Why do you stop now?  
"Because we have been doing that which was illegal is no reason why we should continue. However, the apparently hostile attitude of the City Council presages a legal contest, a wise man prepares for it. It takes

money, as we and this city, from a former experience, well know. We are going to husband our resources. The surest and quickest way is to stop construction."

How about the rumor that you are going to cut out street lights and hydrants?  
"We have not said so, but on April 1st if we are not paid in cash or a new contract entered into, we will cut out street lights and twelve hydrants, the contract for both having expired. Any warrant issued for service thereon would be invalid. The original ten hydrants would remain in service."

Have you made any effort to compromise?  
"The contract provisions are so clear in their obligations that the man who suggests compromise starts dishonestly. We have complied with all that we obligated ourselves to do. The city did the same and then went into the courts to repudiate, but failed. There is a clear obligation on their part to renew the contract and no honest man could refuse to comply. However, we did make some offers, one to rebuild the street light system into a modern type, giving better lighting and cut the price 30 per cent and we agreed wherever Tungsten lamps are used to cut the rate one and two cents per candle power, and to lay a six-inch water main along Klamath avenue and place thereon 16 hydrants and add hydrants all over the city so that in the residence portion no building would be over one block from two hydrants, making a total of 70 hydrants in the city, the added cost per year to be \$911 and we gave an option good until September, 1911, for purchase on arbitrated value."

Do you expect any settlement outside of the courts?  
"If we can avoid it no courts for us, and I hope the city has all it wants. I hope the better element of the city will wake up from their sleep of indifference, investigate and settle it. Business men would have settled it long ago. It is a vital question to us. We lose money in any event. The city and its citizens lose the benefits from improvements we make year by year. While it suffers no apparent loss in money it goes in credit, and whenever the city goes into the market for sale of bonds it will find a black mark against it for attempted repudiation of its first issue and a continuance in repudiation of contract won't whitewash it any."

When do you expect to go away?  
"Probably Thursday morning and not to return for several months."

WHO COULD EXPECT MORE?  
Perhaps few of our readers know of the plan, somewhat recently devised by an old and reliable Pacific Coast institution, whereby there is furnished in one contract and for one price a combination of life, health and accident insurance, with a guaranty of substantial yearly cash allowances for total and permanent disability, whether this arises from sickness or accident; a weekly indemnity for temporary disability and an old age pension after the contract matures. There are in addition all the modern features found in any reliable eastern company, and the cost is within the reach of all. This is certainly extending the benefits of insurance as far as any one could reasonably ask, and indicates that the day of genuine insurance reform has arrived. Terms for these contracts or for agency work are furnished by C. M. Wood, Manager of the Pacific Mutual Life Insurance Company, Marquam Bldg., Portland.

J. D. Carroll left on Friday for San Francisco on business.

## BIG DEAL IN LAKE.

One of the largest land deals in the West was consummated last week when the Oregon Valley Land Company purchased the entire holdings of the Heryford Land & Cattle Company in Lake and Modoc Counties. The tract embraces 40,000 acres in the Chewaucan, Goose Lake and Drewa Valleys, and between Lakeview and Alturas. Practically all of these lands are under irrigation with the oldest water rights on the streams running through the lands.

The Lakeview Examiner has the following:

The sale of these holdings, in a way, was a surprise to many, as the cattle company was strong financially and could have maintained its stock growing interests here for some time. But Mr. Heryford and his partners saw the trend of the times here, and concluded that their holdings were becoming too valuable for stock raising, especially so in view of the fact that thousands of land hungry people are soon to invade this section and would have clamored for a subdivision, so that small holders could make homes thereon. In this condition we are but undergoing a repetition of what has heretofore taken place all over the West. Sooner or later the incoming rush of settlement has driven the cattle and sheep men out of the business, and their ranges once sparsely settled and subservient to the few, now have become the prosperous homes of thousands.

In the purchase of this splendid property the Oregon Valley Land Co. has more than kept the faith with its contract holders. It has shown its honesty of purpose, by giving to those who have invested, an interest in this great property, which, at lowest estimate, is fully worth half a million dollars at ruling prices, and a great deal more when the valuable water rights thus acquired are taken into consideration. It makes every contract twice as valuable as it was before, and this, too, without one cent of added cost to the shareholders.

It is a most magnificent thing to do, and President Martin and his associates in this matter have built a monument for themselves for honesty and fair dealing that will be as enduring as time.

Since this deal has been made, many, many regrets have been expressed by local people that they were so short sighted as to let a good thing slip past them, and all the regrets are not confined either to people in modest walks of life. President Martin certainly has made good all his transactions here, and should he conclude to float another similar proposition elsewhere he will find lots of men who will bank on him in the future right here in Lakeview.

## SCHOOLS IN GOOD CONDITION.

County School Superintendent J. G. Swan is still keeping up his good work for the schools of the county and this work is beginning to show very satisfactory results. Mr. Swan last week visited the Summers school and reports the school in fine condition. They are taking up the work of improving the grounds and are planning to set out a large number of young trees and also to seed the ground for a lawn. Many of the schools are adding an additional three months to the term and most of the teachers have been engaged for special short terms.

C. E. Mulkey has been engaged to teach an additional three months at Fort Klamath. This will give the school a complete nine months term.

B. P. Alexander will also teach three additional months at the Loosley school in the lower Fort Klamath district.

Clyde C. Craig, formerly of Portland, will begin on Monday a four months term of school at Odessa.

Miss Jane Given has been given a three months contract to teach the Long Lake school. She will begin school on Monday, March 22.

Miss Cora Griffith will open a six months term of school at Swan Lake on March 22.

Miss Olive Faught will open a term of school at Sand Hollow on April 5.

Mrs. Archye Kirkendahl will open the school at Lone Pine, near Merrill, on March 22. This district has just completed a fine new school building and is now planning to make it one of the most attractive schools in the county. The property is under the government ditch and will be irrigated. A fine lawn is to be laid out and shade trees are to be planted throughout the grounds. With the aid of irrigation this can be made a very beautiful spot.

Mr. and Mrs. W. W. Baldwin, the "Newly Weds," arrived on Saturday from Portland. They were met at the boat and escorted to their new home in the Baldwin building. The wedding march was played with cow bells. Most everyone was there so they know all about it.

## CITY WILL HAVE CHARTER.

There is no longer to be any delay by the charter commission in getting down to business and drawing up a new charter to be submitted to the vote of the people of the city. Three members of the commission were present at the meeting of the Council Monday evening and the matter was thoroughly discussed. Chairman E. H. Reames and Judge Theo. Drake explained the reasons why the commission were unable to get together before to transact business. The impossibility of the members doing any work before the present date, on account of the busy season of the Circuit Court and other business matters taking other members from the city, was fully understood by the Council.

Judge Benson, one of the members of the commission, will return from Lakeview Wednesday and then members will hold a meeting on Thursday evening and have agreed to meet each evening after until the charter is finished. Both Mr. Reames and Judge Drake gave it as their opinion that they would be able to have the new charter completed within ten days or two weeks. The secretary has already received a large number of charters of other cities through the state and Judge Noland has furnished a copy of the Astoria charter. Portions of the old charter will be used and some of the best sections of the charters of the other cities will be added and new sections covering local conditions will be drawn up.

The City Council adjourned until Tuesday evening at which time the commission believes it will have some of the proposed new charter ready to submit to that body for their consideration. While the work asked of the charter commission is rather a thankless job, the members present stated that they did not so consider it but rather accepted it as a distinctive honor and they would take pride in doing the best they could. Some of the best legal talent of the city are on the commission and have promised to freely give their advice on all questions involving the formation and adoption of the new charter.

## 150,000 LBS. OF WOOL SOLD IN UMATILLA COUNTY.

PENDLETON, Ore., March 14.—By the sale of 150,000 pounds of wool a bunch of woolgrowers at Arlington have opened up the season for this section of Oregon. The price paid is believed to be from 17 1/2 to 18 cents. This is an advance of at least 5 cents per pound over last season. Though sales have been reported previously this season in Baker and Wallowa counties, this is the first sale so far reported between the Cascade and Blue mountains. The movement will be general, though the larger part of the Umatilla growers will no doubt hold their clips for the annual sales dates.

## NOTICE OF GUARDIAN'S SALE OF REAL ESTATE.

Notice is hereby given that in pursuance of an order of the Honorable J. B. Griffith, County Judge, of the County of Klamath, and State of Oregon, made on the 30th day of November, 1908, in the matter of the estate of Charles H. Moore, an insane person, which said order authorized the sale of the real estate hereinafter described.

The undersigned, John N. Moore, guardian of the estate of the said Charles H. Moore, an insane person, will on and after the 10th day of April, 1909, sell at private sale for cash, subject to confirmation by said County Judge, the following described real property, to-wit: East Half of the North West Quarter and the North Half of the North East Quarter of Section Twenty-six (26), Township Thirty-eight (38) South, Range Six (6) East, W. M.

Propositions for the purchase of said property may be left with Alex. Martin, at the Klamath County Bank, Klamath Falls, Oregon, or at the office of Geo. W. Trefren, Attorney at Law, Ashland, Oregon.

JOHN N. MOORE, Guardian of the Estate of Charles H. Moore, Insane.  
Date of first publication, February 25, 1909. 2-25-4-8



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## No. 7 REPORT OF THE CONDITION OF THE FIRST TRUST AND SAVINGS BANK

| RESOURCES                                       | DOLLARS      |
|---|--------------|
| Loans and Discounts                             | \$40,429 00  |
| Banking house, furniture and fixtures           | 140 00       |
| Due from approved reserve agents                | 4,671 09     |
| Cash on hand                                    | 1,569 00     |
| Total   | \$46,749 09  |
| LIABILITIES                                     | DOLLARS      |
| Capital stock paid in                           | \$ 25,000 00 |
| Undivided profits, less expenses and taxes paid | 1,210 82     |
| Time certificates of deposit                    | 8,285 00     |
| Savings deposits                                | 12,245 17    |
| Total   | \$46,749 09  |

STATE OF OREGON, ss.  
County of Klamath, ss.  
I, J. W. Siemens, Cashier of the above-named bank, do solemnly swear that the above statement is true to the best of my knowledge and belief.  
Subscribed and sworn to before me this 11th day of February, 1909.  
A. MARTIN, Jr., Notary Public.  
CORRECT—Attest: G. W. WHITE, }  
GEO. T. BALDWIN, } Directors.

# Low Rates TO OREGON DAILY

During March and April  
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via  
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OREGON SHORT LINE.  
THE OREGON RAILROAD & NAVIGATION CO.  
SOUTHERN PACIFIC.  
\$25 From OMAHA. \$33 From CHICAGO.  
\$25 From KANSAS CITY. \$30.50 from ST. LOUIS.  
Correspondingly low from all other points.

TO THE PUBLIC  
Write letters to everybody you know in the East and tell them about these low colonist rates. Send them literature about Oregon, or send their addresses to us and we will do it. In this way you can be a great help in the growth and progress of your state.

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