

ATTORNEY-GENERAL HOLDS SELECTION OF BLOCKS ILLEGAL

Will Necessitate the Holding of Another Election, When a Site May Be Legally Chosen

The election held to vote on a choice for a school site is void, and if the school board had proceeded under the instructions then given, its action would have been illegal.

Such is the opinion of Attorney-General Crawford. The result is that the school board will have to do over again what it sought to do at the special election. A different course will have to be pursued, however. All sites to be voted on will have to be placed in escrow, and each will have to be specifically set forth in the call for election. In this way the voter will know what he is choosing, and the result of the election will be binding on the board and the district.

Following is the letter received from the Attorney-General:

State of Oregon,
Legal Department,
Salem, July 15, 1909.

Hon. J. W. Siemens, Clerk of School District No. 1, Klamath Falls, Oregon.

Dear Sir: Replying to yours of the 13th instant, requesting opinion of this office as to whether a certain vote taken by the said district of June 5, 1909, relative to the location and purchase of a schoolhouse site is binding and creates a contract upon the board, I beg to say that as I understand the facts, May 15th, under instructions from the board, you, as clerk of the district, posted three notices calling an election for the purpose of voting on a schoolhouse site.

Second—That such election was held June 5th at the public schoolhouse.

Third—That the result was for block No. 7, 17 ballots; for block No. 8, 9 ballots; for block No. 9, 22 ballots; for block No. 14, no ballots.

The total number of votes cast was 48. Therefore, no site received a majority of all the votes cast.

Fourth—That block 7 had been offered to the board prior to the election at \$1,250; that block 8 had been offered free of charge; that block 9 had not been considered by the board and no offer made, and that after the election the owners of the block demanded \$5,000 for the same.

Fifth—That since the vote has been taken the board has been offered a site free of charge, and a petition that the offer be accepted has been signed and presented to the board, containing the names of 140 taxpayers and legal voters of the district.

Sixth—There is nothing in the letter showing that the notice calling for the election presented the facts and conditions to the people.

No. 9 having received the highest number of votes, no price was attached, and, therefore, the vote of 22 for block No. 9 cannot be considered as creating a contract with the owner of said block and the district. The only way that a vote of that nature could be considered as a contract would be for a definite offer made to the board for the sale of a certain site, and then the terms and conditions of the offer placed in the notices calling the election, so that the people would know for what it was called, what kind of a contract they were voting to ratify or disallow, etc. Nothing of that kind, it seems, was done in this case. Therefore, no contract was entered into by virtue of said vote with the owners of block 9, and even if the price had been stated in the notice, I do not think it would create a contract unless a majority of all the votes cast in the election had been in favor of block No. 9, which is not the case.

As to block 8, it received only 9 votes, and could not be considered as creating a contract.

For the reasons above stated, no contract can be considered as created between the board and the owners of block No. 7. You say in your letter that block No. 7 had been offered to the board at \$1,250. You do not say, however, that that offer was made a part of the notice calling the election. If it was not, the voters were not voting upon that proposition. They were simply expressing a choice as to a site, and if the offer on block No. 7 was put in the notice, then it failed to receive a majority of all the votes cast, only 17 out of 48 being for block No. 7. Therefore, in my opinion, no contract was entered into whatever between the district and the owners of any of the blocks at said election, and all the effect that said election can have, in my opinion, is advisory to the board.

If you wish to select a site under section 79, page 39 of the school laws of 1909, in my opinion, you must have a definite contract for a site, and put the substance of that contract in the notice calling the election, and vote upon that one particular proposition. Then the board would be authorized to expend the money for the site, but in no case has

the board authority, under the law, to ask the people to vote upon a certain site as to whether they shall purchase it, and then the board be bound to take that site, no matter what price the owner may attach to it after the vote. The directors might be authorized to purchase any site so voted upon, proper notice being given and only one site being voted for what it considered to be a reasonable price for the same, provided they could make a contract with the owner therefor. In my opinion, the district is in just about the same position it would be in if no vote whatever had been taken and no election called, and I would advise that the board enter into some agreement, and then call an election to vote upon the agreement. If it is desirable to take what is termed in your letter as the Moore site, which is offered as a gift and recommended by 140 voters, let a deed be made and delivered to the trustees for said site. The transaction then would be ratified at an election properly called for that purpose, and I think you will secure a site in a manner which the law will hold valid, and the title be held good, and the officers of the district will not be laying themselves liable in any manner by such proceedings. To give \$5,000 for block No. 9, if that is much more than the property is worth, would, in my opinion, be ultra vires and void. The board would have no legal right to enter into such a contract and claim justification by reason of the election just held.

Very respectfully yours,
A. M. CRAWFORD,
Attorney-General.

CITY DADS HOLD BRIEF SESSION FOR ROUTINE BUSINESS

L. G. Wilkins Is Elected to Fill the Vacancy—Mayor Sanderson Absent Because of Illness.

The City Council met Monday night pursuant to adjournment. Present, F. Willits, president; Councilmen Hanks, Castel, Summers, Obenchain, Police Judge Leavitt and Marshal O. Carter.

Permits were granted as follows: B. F. Shepherd, one-story brick on lot 2 blk 16.

B. S. Van Sickle, addition to building on lot 4 blk 4.

Chas. Biehn, addition to dwelling on lot 4 blk 84.

The resignation of Councilman Ankeny from the First ward was accepted and M. G. Wilkins was elected to fill the vacancy and was sworn in.

The following ordinances were introduced, read in full, passed to second reading and read by title:

By Councilman Summers—An ordinance to authorize the filling in of Second street between Main and Klamath avenue.

By Councilman Hanks—An ordinance declaring what shall constitute nuisances.

By Councilman Obenchain—An ordinance providing for codifying and publishing charter and ordinances.

It was moved and carried that the president appoint two persons to act as fire wardens. Pursuant to such resolution the president appointed Marshal Carter and Policeman Walker as such fire wardens.

On account of illness, Mayor Sanderson was unable to be present. Judge Willits occupied the chair.

An adjournment was then taken to July 26th.

SHOULD JOIN HANDS.

One thing that should claim the attention of the Chamber of Commerce and business men of this city is the question of joining hands with Medford. That city has worked hard for the development of Crater Lake. The interests of Medford and this city in the great wonder are identical, and consequently every movement of any moment should have the united support of both. Heretofore it has been Medford that has started the ball rolling in nearly every important move that has been made to spread the fame of Crater Lake. In future both cities should be together in the work. Many big projects are under way and under consideration for the advertising of this center of attraction, and in their promotion there should be nothing but unity of action and harmony.

CONFER ON IRRIGATION.

WASHINGTON, July 15.—The Senate irrigation committee dined tonight with Senator Newlands at his suburban home. President Taft was also present, together with Director Newell of the Reclamation Service.

In an informal way the whole irrigation situation was discussed. Those senators who disapproved of some changes in regulations by Secretary Ballinger took the opportunity to voice their protests. Senators Borah, Jones and Chamberlain were present.

J. H. Dyer, superintendent, and T. H. Kruttschnitt, roadmaster of the Southern Pacific company, arrived on a tour of inspection Friday in the private car "Pacific," returning this morning.

N. C. O. APPEALING TO WESTERN PACIFIC FOR ASSISTANCE

Hill Is Being Forced South By the Portland Papers—May Be the Dream of Reporters.

The latest railroad report to come in is the frantic effort that is being made by the N. C. & O. to make some sort of traffic arrangements with the Western Pacific. It was reported at one time that Hill owned this line, and at another that Gould had acquired it. Neither of these seem to be correct from the latest story. Some time ago the Western Pacific went to the N. C. & O. people and asked for traffic arrangements. That was before the change of freight and passenger business to this city, and inasmuch as this little line thought it had a monopoly that it could not lose, it refused to have anything to do with the Gould line. Now, however, there is a different story. They have changed their tune and are tearfully appealing to it for help. Their appeal is falling on deaf ears, for the Western Pacific will have none of it. This same story has it that Hill and Gould have made a secret agreement to help each other out, to the end that Gould will get into Portland and Seattle and Hill will get into Frisco, both giants uniting their forces against their common enemy. It is the result of this agreement that causes the turn-down of the N. C. & O. Under present conditions it would seem that it is only a matter of time before there will be a need for a receiver.

If the stories coming from Portland are true, then J. J. Hill is still building his railroad through Central Oregon. The old saying of "where there is so much smoke, here must be some fire" would seem to apply to this case, unless the whole structure is founded on the vivid imagination of the Portland reporters. One suspicious plan has made its appearance, and that is the reported purchase by Hill of the old Medford and Crater Lake road. It is hard to see just where this line would benefit Hill if he wants to get to Frisco, as is reported. It begins and ends nowhere. Even if it were extended into Central Oregon, as its promoters allege it will be, there would be little advantage in it to Hill, for it is certain that he has no desire to get into the Coos Bay country. There is nothing for him to gain by just coming into Oregon and stopping there. If he starts south he will not stop until he reaches Frisco.

Alex Martin Sr., who visited Midland Friday, reports that the stock pens being erected there will provide Midland with first-class, up-to-date equipment, and when completed, which will be about July 20th, will be extensive enough to handle all the cattle offered for transportation in an economical as well as convenient manner. It is reported that all of the Hereford cattle belonging to the XL and 70 ranch in Lake county which have been sold to Miller & Lux, aggregating between ten and twelve thousand head, will be shipped out from this point. A growing need at Midland is the establishment of an eating house.

L. J. Bauman arrived in this city from Bonanza Friday en route to Missouri on business and pleasure. While East he will visit relatives at St. Joseph, Boonville and St. Louis.

ADVERTISEMENT FOR BIDS.

NOTICE is hereby given that the County Court will receive sealed bids up to and including the 2d day of August, 1909, for the construction of a wooden bridge across Lost river near its mouth and at the place now occupied by the bridge known as the "Whitney bridge."

Bidders to submit plans and specifications with each bid, each bidder to deposit 5 per cent of the amount of his bid to be forfeited to the county in case the award is made to him and if he fails or neglects or refuses for a period of two days after such award is made to enter into a contract and file his bond in the manner required by the County Court. The Court reserves the right to reject any and all bids.

C. R. DeLAP,
County Clerk.

SALE OF TIMBER.

Medford, Oregon, July 2, 1909. Sealed bids, marked outside, "Bid, Timber Sale Application, April 28, 1909, Crater," and addressed to M. L. Erickson, Medford, Oregon, will be received up to and including the 9th day of August, 1909, for all the merchantable dead timber standing or down, and all the live timber marked for cutting by the forest officer on a designated area located within the NW 1/4 of SW 1/4 of section 10, township 38 south, range 6 east, Willamette meridian, Crater National Forest, Oregon, estimated to be 150,000 feet B. M. of live and 10,000 feet B. M. of dead yellow pine, 60,000 feet B. M. of live and 1,000 feet B. M. of dead white fir, 30,000 feet B. M. of live and 500 feet B. M. of dead lodgepole pine, saw timber, log scale, more or less. No bid of less

than \$3.00 for the live and \$1.50 for the dead yellow pine, \$1.35 for the live and 50 cents for the dead white fir, \$2.25 for the live and \$1.25 for the dead lodgepole pine, per thousand feet, B. M. will be considered and a deposit of \$200.00 must be sent to the First National Bank of Portland, Oregon (U. S. Depository), to be placed to the credit of the United States, for each bid submitted to the supervisor. Timber upon valid claims is exempted from sale. The right to reject any and all bids is reserved. For further information and regulations governing sales, address the undersigned.

M. L. ERICKSON,
Forest Supervisor,
Medford, Oregon.

SHERIFF'S SALE.

In the Circuit Court of the State of Oregon for the County of Klamath. American Bank and Trust Company, a corporation, plaintiff, vs. E. B. Burwell, defendant.

Suit in Equity to Foreclose a Mortgage.

NOTICE is hereby given that by virtue of an execution and order of sale duly issued out of the above named court and cause on the 12th day of July, 1909, upon a decree made and entered for record in said court in said suit on the 10th day of July, 1909, in favor of the above named plaintiff, directing the sale of the premises herein described, to satisfy the sum of \$2,190.70, and \$33.50 costs and disbursements, and the further sum of \$200 attorney's fees, making a total of \$2,424.20, with interest on said sum from the day of the rendition of said decree, and accruing costs.

Now, therefore, in view of said execution and in compliance with same, I have duly levied on said premises and will, on Saturday, the 14th day of August, 1909, at 10 o'clock a. m. on said day, at the front door of the county court house at Klamath Falls, Klamath county, Oregon, sell at public auction to the highest bidder for cash in hand, all the right, title and interest of the above named defendant in and to the following described real property situated in Klamath county, Oregon, to-wit:

SW 1/4 of Section 30, Township 39 South, Range 10 East, Willamette meridian. Together with all tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. The proceeds of said sale will be

applied in satisfaction of said execution, order and decree, interest and costs and all accruing costs and overplus, if any there be, to be paid unto said court to be further applied as by law directed.

Dated at Klamath Falls, Oregon, this 12th day of July, 1909.
7-12, 8-12 W. B. BARNES,
Sheriff of Klamath County, Oregon.

\$40,000.00

City of Klamath Falls Sewer Bonds

Scaled proposals will be received by the undersigned, Police Judge of the City of Klamath Falls, Oregon, until the 26th day of July, 1909, at the hour of 1:30 o'clock p. m. for the purchase of \$40,000.00 six per cent coupon sewer bonds, or any part thereof, to be issued in pursuance of an ordinance adopted by the Common Council of said city on the 22d day of June, 1909, and under an act of the Legislative Assembly of 1905, filed in the office of the Secretary of State, February 13, 1905, entitled an "Act to incorporate the City of Klamath Falls."

Said bonds will be payable 20 years from date of issue, interest to be paid semi-annually on the 1st day of October and April of each year; principal and interest payable in lawful money of the United States at the office of the

PAUL E. SCHAUER

SURVEYING

PHONE 433 MARSHALL HOUSE

Geo. Constable, D. V. S.

Veterinary Surgeon
and Dentist

Klamath Falls
Oregon

PHONE 941

Stop and Figure!

MIDLAND

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of the
Irrigation Project

and
Sure to be the principal shipping
and receiving point for
Klamath, Langell, Poe and
Yonna Valley.

Buy Lots now while they are being
Sold at 10 per cent of their value

For
Particulars see **D. B. CAMPBELL**

City Treasurer, Klamath Falls, Oregon.

Said bonds will be issued in denominations as follows, to-wit:

20 bonds of the denomination of \$1000.00.

30 bonds of the denomination of \$500.00.

50 bonds of the denomination of \$100.00.

Each proposal to purchase must be accompanied by a certified check for 5 per cent of amount bid.

Said bonds to be sold for cash paid down at time of delivery and for not less than their par value.

The right is reserved by the Council to reject any and all bids.

Dated at Klamath Falls, Oregon, June 24th, 1909.

A. L. LEAVITT,
Police Judge of the City of
Klamath Falls, Oregon.

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