

**DIRECTORS SEND PROPOSITION TO BALLINGER**  
**Letter to Secretary of Interior Covers Position of Water Users With Regard to Klamath Project**

The action of the Chamber of Commerce in soliciting signatures to a new set of answers to be submitted to the Senate Committee, seems to have stirred up considerable opposition among the farmers, who resent, what they term, interference with their affairs on the part of the business men of this city. A large number of farmers who were induced to sign the Chamber of Commerce answers, came to the city today for the purpose of having their names taken off the list. They assert that they were given to understand that it simply was a petition to secure the early completion of the project, and did not know that it was an attack on the action of the Directors of the Water Users' Association.

As the policy of the present Board of Directors and the end that they were fighting for has never been published by this paper, a copy is herewith printed of a letter to the Secretary of the Interior, which covers many points of importance to the water users. This letter was written last November and a definite decision is expected at any time by the Secretary. The letter follows:

Klamath Falls, Ore.,  
 Nov. 19, 1909

Honorable Secretary of the Interior,  
 Washington, D. C.

Honorable Sir—In compliance with the letter, which was forwarded to you by the Board of Directors of the Klamath Water Users' Association, the Board of Directors met on November 13, 1909, and considered the advisability of calling a meeting of the stockholders for the purpose of raising the par value of each share of the capital stock of the Association. In connection with this matter we feel that it is our duty to cooperate with you in this matter, in adjusting the situation here, and desire to present the situation as we see it.

As we understand the water users will be called upon to pay the cost of construction of the canals and laterals and the Water Users' Association will be looked upon to eventually assume the operation of the project and collection of the fees for the same; and in order for the corporation to be in the proper position, we desire to solicit your hearty co-operation and advice in the matter of perfecting a Water Users' Association which will be in a position legally and equitably to collect at the wishes of the Secretary of the Interior, and also after the project is turned over to collect for operation and maintenance; and we therefore suggest that the proper method for us to pursue would be to organize the first 30,000 acres, called unit one, into a permanent association, capitalizing the stock at \$900,000, and the par value of the stock at \$30 per share, which will cover the official announcement made by the Secretary of the Interior for the first unit according to the irrigable acreage; and have each water user sign a contract to the effect that he waives all rights for the levying of assessments above the par value of stock, expressly authorizing the Water Users' Association to levy assessments above the par value for the purpose of the operation and maintenance of the said project and association. And we also suggest that in order to avoid any complications as to the delivery of water, that your department formulate the provisions which you consider necessary for the first unit people to adopt. We believe that this will put the Water Users' Association in a position whereby they can handle each unit as it comes up, and we are satisfied that all the people under the entire project would gladly co-operate in this scheme, and after the organization of the first unit is perfected, upon the development of the second unit, fixing the price as you see fit, the first unit which we have suggested for organization at a capitalization of \$900,000, could increase the capital stock so as to take in the second unit, and fix the par value of the increase at a figure which would repay the United States Government for all moneys expended, with the same provision for operation and maintenance as was suggested in the first unit. The Interior Department regulating the system of distribution for the different units and the water users complying therewith at all times. Under this method we believe that the association can, without any serious difficulty, cope with the situation and by increasing its capital stock as each unit is taken in, fix the par value of that stock at a price to cover the situation; but under the present system we do not believe that the Water Users' Association can issue stock for the first unit at \$30 per share, and at the same time issue stock for another unit at \$40 per share, and if it is possible, we do not wish to subject ourselves to it unless you deem it advisable.

In doing this we would consider

It advisable to hold all of the stock in the present association until each unit is completed, and as soon as the stockholders under the first unit effect their organization a release from the present association would be in order, and then retain the old association merely until another unit is completed, at which time the stockholders under that unit could be released. This suggestion is made under the belief that each unit is going to bear a different proportional cost as the Supervising Engineer has intimated, and of course when that contingency arises, if the first unit people who are organized for \$30 per share increase their capital stock, and fix the par value of the increase to cover your cost of construction, the matter can be averted to protect all of the people under the present project; and if the par value of any unit falls below \$30 the costs can be decreased to meet that contingency, and it would not complicate matters by taking in each unit separately as it would under the present association. For you can readily see that at this time if our capital stock is put at the par value of \$30 and one unit exceeds that, we would be unable to raise certain stock to \$40 and lower other stock below \$30, but it would be all one price in this present association.

If it is the intention of your department to accept the Klamath Project as a whole, and fix the price at \$30 per share as it is fixed on the first unit, then, of course, we can easily fix the par value of our stock at \$30 per share in the present association, and that would cover the entire project, but before proceeding in this matter we wish your earnest attention of this so as to give us a definite plan upon which we can work. If it is possible for you to make the announcement that we should fix our stock at \$30, and that cover the entire project, not including operation and maintenance, and you desire that done, we will immediately take action to perfect the organization to satisfy your wishes.

Under the present capitalization, which is \$6,000,000, we are satisfied that you will be authorized to sustain our appropriation, which we understand is \$716,000 as published in the papers, and that there will be no disposition to divert any of these funds, and we earnestly hope that it will all be expended in the completion of another unit of this project, and at the earliest date. We understand that the \$6,000,000 capitalization complies with the estimated expenditures for the Klamath Project, and now the only thing that remains is our perfecting our organization to such an extent that we can deal safely in the matter and co-operate with the Interior Department, and therefore we make these suggestions, and will defer further action until we get some idea from you as to what you desire in the way of co-operation on our part. We think the plan suggested of organizing the first unit is the practical one and then, further, if you do not wish to have the first unit organized so as to take in each additional unit, such additional unit can organize an association for itself and your department can dictate the policy and the distribution of the water among the specific associations upon the completion of the entire project. On account of the varied conditions affecting different parts of the project we believe separate organizations would be better and more satisfactory. The first unit to constitute one organization; what is known as the Upper Project to constitute a second; and the Marsh Lands another.

We especially desire to hear from you in regard to this matter, since the association wishes to co-operate in every way, and secure the Interior Department for every cent necessarily expended. And we do not believe that the present organization is practical for the reasons suggested in this letter. We might add that the matter was considered at one time with Special Attorney for the Reclamation Service, Mr. Oliver P. Norton, and he expressed himself as being very favorable, also that he considered it the only advisable plan upon which to perfect our organization safely with the people and with the department.

In effecting this reorganization, Board of Directors to the Senate Committee, the board did not present this matter, for we believe that it is a question of the Administration and has nothing to do with the amendments of the Reclamation Act, and all matters which were presented to them will be dealt with from a Congressional standpoint, instead of an administrative one.

In effecting this reorganization, we accept the project as it is at the present time, and our only desire is to co-operate with the Interior Department to the fullest extent of the law and comply with it in all respects, organizing ourselves into an association which from a legal standpoint will be able to collect the money due the Reclamation Service and for which the association guarantees payment. In conclusion, we hope to hear from you that our appropriation will not be diverted for 1910, but

that the project will be rushed to completion as fast as the money is available.

Respectfully,  
**BOARD OF DIRECTORS OF THE KLAMATH WATER USERS' ASSOCIATION.**

DEPARTMENT OF THE INTERIOR,  
 Washington

December 20, 1909.  
 Board of Directors, Klamath Water Users' Association, Klamath Falls, Oregon.

Sirs—Your letter of the 19th ult. submitting certain suggestions regarding the reorganization of the association and the future development of the project was duly received.

Matters of considerable importance are involved and careful investigation will be necessary before reply can be made. This will be done as soon as practicable.

Very respectfully,  
 R. A. BALLINGER,  
 Secretary.

**NEW PUBLIC SCHOOL**  
**Plans for New Building Are Completed and Will Be Advertised Soon**

The plans for the new public school building, which is to be erected on the west side of the river, are completed and have been approved by the School Board. The plans were drawn by W. P. McMillan, the architect and builder. The building will be two story with basement and large attic, and covers a ground space 82 by 92 1/2 feet. It will contain eight class rooms, with two rooms in the basement, and one large room 25 by 50 feet in the attic, which will be used as an assembly and music room.

The building will face the river and be of plain architecture, and is to be built of brick. There will be three entrances, the principal one being on the south side. The specifications call for the completion of the building by September, and the contract is to be let as soon as possible to enable the contractor to get started early. It will take some time for the excavation and the foundation and it will probably be impossible to begin construction of the walls before May. A hot-air fan system will be used in heating the building.

**DEGREE OF HONOR**

At the last regular meeting of the Degree of Honor the following officers were installed by Deputy Grand Chief Mrs. Hogue:

- C. of H.—Mrs. Mina Shive.
- L. of H.—Miss Faye Hogue.
- C. of H.—Mrs. Lizzie Ramsby.
- Recorder—Mrs. C. C. Hogue.
- Financier—C. C. Hogue.
- Receiver—Geo. R. Hurn.
- Usher—Miss Roxa Shive.
- O. W.—Mrs. H. F. Melhase.

A banquet was served and the members and their invited guests spent a pleasant hour with cards and dancing before returning to their homes.

**RELINQUISHMENT FOR SALE**

160 acres of land near railroad, cabin and barn, for \$300. Running stream. I have about eight homesteads, level and good running water. For particulars write to

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 Fort Klamath, Oregon.

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**REAL ESTATE TRANSFERS**

Edna M. Schallock et vir to Meadow Lake Lumber Co., warranty deed to N 1/2 of NE 1/4, SW 1/4 of NE 1/4, NE 1/4 of SE 1/4 Sec. 14, Twp. 28, S. R. 9 E. W. M.; \$2000.

Chester M. Wilson et ux to C. V. Nelson, warranty deed to S 1/2 of NW 1/4 Sec. 20, Twp. 40, S. R. 8 E. W. M.

Western Pine Timber Co. to Jas. A. Nichols, warranty deed to S 1/2 of NW 1/4 of SW 1/4, Sec. 5; lots 1 and 2, S 1/2, S 1/2 of NE 1/4 Sec. 6; E 1/2 and lots 17, 18 and 19, Sec. 7; W 1/2 of NW 1/4, NE 1/4 of NW 1/4 of SW 1/4 Sec. 8; W 1/2 of NW 1/4, NW 1/4 of NW 1/4 Sec. 17; lots 29 and NE 1/4, N 1/2 of SE 1/4; S 1/2 of SE 1/4 Sec. 18; lots 1, 2, 7, 8, 9, 10, 11, 16, 17, 19, 20; SW 1/4 of SE 1/4; E 1/2 of E 1/2 Sec. 19; NE 1/4 of NE 1/4, S 1/2 of SE 1/4 Sec. 29; lots 1, 3, 8, 19, 20 and NE 1/4 Sec. 31; N 1/2, W 1/2 of SW 1/4, NE 1/4 of SE 1/4 Sec. 32; NW 1/4 of NW 1/4, N 1/2 of SW 1/4 Sec. 33, all in Twp. 23 S. R. 11 E. W. M.; \$1.

John L. Hall to Weyerhaeuser Land Co., warranty deed, SW 1/4 of Sec. 9, Twp. 38, S. R. 15, E. W. M.; \$10.

Hot Springs Co. to H. W. Pollman, deed, lot 5 and lot 6, block 36, Hot Springs Add. to Klamath Falls; \$10.

Hot Springs Co. to W. P. Johnson, trustee, deed, lot 10, block 2, in R. R. Add. to Klamath Falls; \$10.

W. P. Johnson, trustee, to H. W. Pollman, warranty deed to part of lot 10, block 2, Railroad Add. to Klamath Falls; \$10.

Bert E. Withrow et ux to W. E. Winston, warranty deed to 30 feet of the westerly side of lot 2 in block 14 in City of Klamath Falls; \$3000.

Ira C. Johnson et ux to Theo. N. Case, warranty deed to NE 1/4 of Sec. 12, Twp. 40, S. R. 9, E. W. M.; \$10.

Sadie Newman et vir to F. P. Hixon, warranty deed to N 1/2 off SE 1/4 Sec. 11; N 1/2 of SW 1/4 Sec. 12, Twp. 27, S. R. 10, E. W. M.; \$10.

Mrs. Paudence Murgatroyd to J. U. Miner, deed to an undivided one-sixth interest in N 1/2 of NE 1/4 Sec. 7; N 1/2 of NW 1/4 Sec. 8, Twp. 35, S. R. 15 E. W. M.; \$10.

Guy L. Snider et ux to J. U. Miner, deed to an undivided one-sixth interest in N 1/2 of NE 1/4 Sec. 7; N 1/2 of NW 1/4 Sec. 8, Twp. 35 S. R. 15 E. W. M.; \$10.

Samuel J. Snider et al to J. U. Miner, deed to an undivided two-thirds interest N 1/2 of NE 1/4 Sec. 7; N 1/2 of NW 1/4 Sec. 8, Twp. 35, S. R. 15 E. W. M.; \$1800.

Chas. V. Nelson to Chas. T. Nelson, quit claim deed, lot 5 in SE 1/4 of NE 1/4 Sec. 7, Twp. 40, S. R. 8 E. W. M.; \$10.

Mary J. Cronemiller (widow) et al to F. P. Cronemiller, deed to S 1/2 of SW 1/4, SW 1/4 of SE 1/4 Sec. 16; W 1/2 of NW 1/4, NE 1/4 of NW 1/4, NW 1/4 of NE 1/4, lot 1, SE 1/4 of NE 1/4 Sec. 21, Twp. 33, S. R. 7 1/2 E. W. M.; \$10.  
 Geo. L. Davis et ux to Chester L.

Hovey, warranty deed, E 1/2 of NE 1/4 Sec. 34; N 1/2 of SE 1/4 Sec. 34; W 1/2 of W 1/2 Sec. 35, Twp. 37, S. R. 9 E. W. M.; \$10.

Wm. W. Mendenhall et ux to Chester L. Hovey, warranty deed to SE 1/4 of NE 1/4, N 1/2 of SE 1/4, SW 1/4 of SE 1/4 Sec. 8, Twp. 37, S. R. 9, E. W. M.

Henry Haynes et ux to Edward W. Muller, warranty deed, S 1/2 of NW 1/4 and lots 3 and 4 of Sec. 3, Twp. 4 S. R. 13 E. W. M.; \$50.

The Roman Catholic Bishop of the Diocese of Baker, Ore., to the Pioneer Education Society, warranty deed, all of block 5 in Fairview Add. to Klamath Falls; \$10.

Alice Sargent et al to M. L. Burns, warranty deed, lots 1, 2 and 5 in block 3, in Fairview Add. to Klamath Falls; \$250.

Chas. S. Moore et ux to Wm. M. Black, N 1/2 of NW 1/4 Sec. 35; NE 1/4 of NE 1/4 Sec. 34, Twp. 39 S., R. 9 E., W. M.; \$4200.

Ernest H. Reuzell et ux to J. L. Cunningham, warranty deed, lots 1 and 2 in block 34, original town of Linkville, now Klamath Falls, Ore.; \$3500.

Francis Hughes, guardian, to Tasey Stewart, guardian's deed, a one-sixth interest of each of said minors in and to lots 5, 6 7 and 8 of Sec. 29 and S 1/2 of SW 1/4 lots 6, 8 and 9 of Sec. 21; N 1/2 of NW 1/4; lot 4, Sec. 29, Twp. 39 S., R. 11 1/2 E., W. M., 675 acres; \$4934.

Frances Hughes to Tasey Stewart, warranty deed, lots 5, 6, 7 and 8, Sec. 29, S 1/2 of SW 1/4; lots 6, 8 and 9, Sec. 21; E 1/2 NW 1/4 and lot 4 Sec. 28; E 1/2 of E 1/2 NW 1/4 of NE 1/4 Sec. 29, Twp. 39 S., R. 11 1/2 E., W. M.; \$10.

Wm. H. McClure to Harry Irwin, warranty deed, SE 1/4 of Sec. 30, Twp. 39 S., R. 11 1-2 E., W. M.; \$4000.

Martha F. Mrtin and husb. to Wm. N. Wilson, deed, bargain and sale, a portion of lot 1, block 25, town of Klamath Falls, known as the Bank Exchange Saloon property; \$10.

The Irvine Family Inv. Co. to Western Pine Timber Co. quit claim deed, NW 1/4 of NW 1/4 Sec. 8, Twp. 23 S., R. 11 E. W. M.; \$1.

John L. Schuyleman et ux to Jay H. Upton, warranty deed NE 1/4 of Sec. 17, Twp. 38 S., R. 9 E., W. M.; \$100.

Robert G. Brown et ux to Alex Martin Jr., warranty deed, SW 1/4 of NE 1/4 Sec. 27, Twp. 39 S., R. 9 E., W. M.; SE 1/4 of NW 1/4; \$10.

E. R. C. Williams et ux to Alex Martin Jr., warranty deed, E 1/2 of NE 1/4, SW 1/4 of NE 1/4 and lot 1, S 1/2 of NE 1/4 Sec. 6, Twp. 4 S., R. 14 E., W. M.; \$1,100.75.

Claude H. Daggett et ux to Chas. E. Worden, warranty deed, an undivided half int. SW 1/4 of NW 1/4 Sec. 14, Twp. 38 S., R. 9 E., W. M.; NW 1/4 of N 1/2 of SW 1/4, SE 1/4 of SW 1/4 Sec. 14-38-9; \$10.

Virginia X. Wood et vir to Weyerhaeuser Land Co., deed E 1/2 of SW 1/4

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of SE 1/4 Sec. 19 and NE 1/4 of NW 1/4 Sec. 39, Twp. 35 S., R. 15 E. W. W.; \$10.

Lora May Small to Weyerhaeuser Land Co., warranty deed, SE 1/4 Sec. 36, Twp. 34 S., R. 14 E., W. M.; \$10.

Donald McKenzie et ux to Weyerhaeuser Land Co., warranty deed, SW 1/4 of NE 1/4 and S 1/2 of NW 1/4, NE 1/4 of SW 1/4 Sec. 37, Twp. 35 S., R. 14 E., W. M.; \$10.

H. F. Shepherd to John L. Hall, warranty deed, SW 1/4 Sec. 9, Twp. 38 S., R. 15 E., W. M.

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 If he takes the Republican. If he does not urge him to do it, so as to lend a hand in the fight for his rights