

KLAMATH REPUBLICAN

W. O. SMITH, Editor.

LEADING NEWSPAPER OF INTERIOR OREGON

TWO DOLLARS PER YEAR IN ADVANCE

All communications submitted for publication in the columns of this paper will be inserted only over the name of the writer. No non de plume articles will be published.

HOW ABOUT THIS?

THE EVENING HERALD does not own any shares of stock in the Klamath Falls Light and Water company, and has not been subsidized in its favor. It has not been asked by any person connected with the water company to do anything to favor that corporation, and holds no brief for the concern.

But the peculiar attitude of the city as so far manifested toward the company at least calls for inquiry.

The water company has been informed by a high city authority, according to word that is freely circulated from the best of sources, that the city will accept no water from the company that has its origin within the city limits, and that under this state of mind of the city, it intends to install a municipal water supply.

Without any warrant to base any claim that no pure is to be found within the city limits the assumption is adopted that no such thing as decent water exists anywhere under the earth which the city limits confine.

This is a good deal like claiming that everybody in Klamath Falls is wicked because a few people are. It is just as reasonable, just as sane and just as fair.

At the same time the city takes it upon itself to order the water company to put in water plugs at various points about town where they are needed for fire protection and the company complies. It is of course impossible for the water company to furnish water from any source other than the springs on the Reames homestead. It could not consistently hunt a water supply outside the city limits, even if most of the prevailing circumstances would permit, if the circumstance of an understanding with the city for future service was left out.

Here is a corporation which is told that it must do certain things and must not do other things, or it will be spanked. The assumption of authority over the water company and acquiescence by that organization may lead to some legal questions which may prove interesting and instructive for the city, for if the city recognizes and accepts the acts of the company, especially those it has ordered it may give the company some standing in an implied contract, whether one written exists or not.

A LIGHT AHEAD

IT IS significant of the recognition of the inefficiency of the present system of government in the city of Klamath Falls, and of the almost unanimous belief in commission government, when over two hundred signers can be secured to a petition asking the submission of such a charter in less than two hours' time. That is what was done late Monday afternoon, at a time when a great many of both the business and working men had gone home to their meals.

The solicitors who volunteered to circulate the petitions report that almost without exception every man approached was enthusiastically in favor of the commission form of city government and gladly signed the petition. Many business men and others, hearing that a petition was being circulated and the proposed charter printed, made enquiries and even hunted up those circulating the petitions and asked for the privilege of signing the same. All of which shows the attitude of the people in the matter, and that the new charter amendment will be adopted by an enormous majority at the coming city election.

The proposed amendment to the charter offers to the people of Klamath Falls just what they most want—a strictly business administration, which will assure to the tax payers full value for every cent expended. Provision is also made prohibiting the officials from exceeding the appropriation for the several departments made each year for the following year. This will place the city strictly on a cash basis, and prevent the depreciation of our warrants.

The adherents of the commission plan argue that the city should each year pay its running expenses, and that indebtedness in the future should only be created for permanent improvements. This is good business policy, and should meet the approval of every citizen. If there is no limit placed by law on the money that may be spent by the city, it would only be a short time before the city would be hopelessly in debt. That is the condition towards which Klamath Falls is tending under the present lack of system in its government.

Another provision in the charter which should commend itself to ev-

ery voter is that which gives to the people the sole right to grant any franchise, right or privilege within the city. It is not conducive to good business to permit the rights of the entire community to be disposed of or given away by a few individuals without the consent, and in many cases, even the knowledge of the owners. The people also are given the last say on all ordinances which are passed by the council, and have thirty days in which to protest against any ordinance which they do not believe is for their best interest.

The adoption of the commission form of government for Klamath Falls can truthfully be predicted by the hearty endorsement it has already received, and it looks as if there was light ahead for Klamath Falls where darkness was before.

REAL ESTATE TRANSFERS

The following realty transfers, contracts, deeds, mortgages, etc., recently filed with the county clerk, are furnished by the City and County Abstract company:

J. W. McCoy to P. O. De Lap, contract, lot 2, block 2, Hot Springs addition.

Earl Whitlock et ux to Wm. Whitlock, quit claim deed, \$10, lots 2, 7 and 8, block 9, original town.

Otto Hoffman et ux to Silas Obenchain, warranty deed, \$10, lot 19, block 3, Railroad addition.

C. H. Kaul to Silas Obenchain, warranty deed, \$10, lot 19A, block 3, Railroad addition.

J. J. Matlock to Oregon & California Railroad company, application to purchase NW 1/4 Sec. 34-1-5.

A. E. Crance to Ernest L. Allen, warranty deed, \$10, lot 6, block 56, Nichols addition.

Wm. H. Shaw to Henry Markwardt, warranty deed, \$10, lots 1, 2 and 8, block 12, Nob Hill addition.

Chas. Martin et ux to J. Will Blakeley, warranty deed, \$10, lots 10, 11 and 12 and two acres in SE 1/4 of NW 1/4, Sec. 9-33-7 1/2, and NE 1/4 of SE 1/4, Sec. 31; NW 1/4 of SW 1/4, Sec. 32-32-7 1/2.

Agnes E. Orem et ux to Geo. B. Chamberlin, warranty deed, \$10, undivided half interest in lot 5, block 2, Canal addition.

Allan Stansbie to W. F. Arant, warranty deed, \$700, NW 1/4 of lot 10 and all of lot 11, block 1, Shive's addition.

B. F. Coleman to H. S. Hersman, warranty deed, \$10, lots 3 and 4, in block 50, East Klamath Falls.

Silas Obenchain et ux to Minnie E. Ward, warranty deed, \$10, lot 19A, block 3, Railroad addition.

S. I. Masten to Chas. E. Worden, warranty deed, \$6,432.97, lot 5, in block 48, Nichols addition.

Klamath Water Users' Association to Chas. Ager, release of contract, NW 1/4 of NW 1/4, lots 1, 2 and 3, Sec. 26; SE 1/4 of SE 1/4 and 7 acres of NW 1/4 of SE 1/4 (in SE corner), Sec. 22; SW 1/4, S 1/2 of NW 1/4, NE 1/4 of NW 1/4, NW 1/4 of SE 1/4, lot 1 and part of lot 2, Sec. 23-39-9.

G. W. White et ux to United States, contract, \$1, 3.04 acres in SE 1/4 of SE 1/4, Sec. 18; NE 1/4 of NE 1/4, Sec. 15; NW 1/4 of NW 1/4, Sec. 20-39-11 1/2.

W. T. Shive et ux to United States, contract, \$1, part of lots 1, 2 and 3 (6.19 acres), Sec. 14-39-10.

F. K. Vondreis et ux to P. H. Gibbons, warranty deed, \$10, lot 2, block 9, Fairview addition.

Mrs. Clarice E. Worden et vir to F. K. Vondreis, quit claim deed, \$1, lot 2, block 9, Fairview addition.

J. H. Hansbrough et ux to Alex. Martin Jr., deed, \$571, lot 15, sec. 8; lot 10, sec. 17-39-9.

Elhu Bond et ux to J. C. Beach, warranty deed, \$3,750, part (3.08 chains by 5 chains) in lot 8, sec. 32-38-9.

United States to Wm. A. Boudinot, patent, NE 1/4 of SE 1/4, SW 1/4 of NE 1/4, sec. 20-37-9.

Cora B. Wagner to Horatio and Agnes Orem, warranty deed, \$10, undivided half interest in lot 5, block 2, Canal addition.

First Trust and Savings bank to J. W. McCoy, warranty deed, \$10, S 1/2 of lots 4 and 5, block 48, First addition.

Klamath Water Users' Association to Louis Ferber et al, release of contract covering lots 2 to 15, SE 1/4 of SE 1/4, SW 1/4 of NE 1/4, W 1/2 of SE 1/4, sec. 35, and SW 1/4 of NW 1/4, W 1/2 of SW 1/4, sec. 36-39-8.

Oregon Valley Land Company to Chas. W. Stinger, warranty deed, \$200, E 1/2 of NW 1/4, sec. 33-35-14.

G. J. Ibery et ux to Harold J. Currier, deed, \$10, NW 1/4 of NW 1/4 of SW 1/4, sec. 13-36-14.

Klamath Canal company to John Hoxey, warranty deed, \$10, lots 3 and 4, block 1, Hollister addition.

J. Hoxey to Henry Diouley, warranty deed, \$10, lot 1, block 1, Hollister addition.

Klamath Canal company to Jas. Ashton, warranty deed, \$10, lot 1, block 4, Canal addition.

John C. Hill et ux to Harry L. Holcomb, deed, \$10, E 1/2 of block 2-3, First addition to Fort Klamath.

John C. Hill et ux to Harry H. Holcomb, deed, \$10, S 1/2 of sec. 36-38-10.

J. S. Kalsar to Oregon Valley Land company, quit claim deed, \$1, SW 1/4 of SE 1/4, sec. 23-37-10.

Melvin Hansen to Edw. P. Murphy, warranty deed, \$1, S 1/2 of N 1/2 of SE 1/4 of NE 1/4, sec. 26-39-15.

United States to John C. Leonard, patent, lot 3, sec. 3-37-10.

John Shook et ux to David P. Shook, warranty deed, \$10, N 1/2 of NE 1/4, sec. 11-29-11 1/2.

Klamath Water Users' Association to Vinson Celinek, release of contract on lot 6, sec. 7-41-12.

J. F. Kimball to R. Madsen, deed, \$10, part lot 1, block 102, Buena Vista addition.

R. Madsen to Chas. E. Worden, deed, lot 3, block 13, Fairview; lots 1 and 2, block 102, Buena Vista.

M. B. Rolfe to Frank G. Hyland, deed, \$10, S 1/2 of NW 1/4, NE 1/4 of NW 1/4, sec. 9; SE 1/4 or SW 1/4, sec. 4-38-15.

Klamath Canal company to G. B. Vance, deed, \$10, lots 14, 15 and 16, block 2, Canal addition.

J. L. Cooper to Mrs. M. Callett, deed, \$10.

FRENCH LOVE THEATERS AND BUY MANY TICKETS

PARIS, Jan. 31.—French theaters, according to the latest statistics, took in \$6,600,000 during 1911, and motion picture shows very nearly a quarter of that sum. These figures are disturbing the minds of French dramatists, hence their newest scheme, which is to obtain a law empowering them to draw royalties on cinematograph performances of scenarios invented by them as on plays. At present the scenario is bought out for a sum down, and the author retains no copyright. A variable percentage of the takings would go to the author, according to the importance of the show, just as nowadays some of the theaters pay 12 per cent on the gross receipts performance and others only 6 per cent.

The promoters seem rather sanguine when they believe that cinematograph showmen "cannot possibly demur" at the proposed arrangement, but it is certain that if the French society of dramatic authors, the most powerful body of its kind in the world, takes the matter up seriously, it will see it through.

DEAD RESTORED BY OXYGEN MODE

According to an item in the Chicago Daily Socialist, people can be restored to life by an oxygen machine. Read the item:

That miracle no longer belong to the dark ages of mythology and superstition was again demonstrated Tuesday when L. A. Cummings, 65 years old, was raised from the dead by two common workmen in overalls and an oxygen machine belonging to the Commonwealth Edison company.

The oxygen machine is a recent invention, about the size of a suitcase, recently imported by the company, and can be used in restoring life in cases of electrocution, drowning or asphyxiation.

In the successful demonstration Cummings had been overcome by fumes from a small gas heater which was used to heat his bedroom. During the night the flame had blown out and the escaping gas overcame the sleeping occupant of the room.

The two workmen are loaders at the plant of the Edison company. About 10 o'clock a telephone call announced the discovery of Cummings' lifeless body in his room.

Without further delay the men loaded the machine into an automobile and hurried to the little flat at 1337 Dearborn avenue. Attaching the machine to Cummings' nostrils the two workmen started the artificial respiration. Slowly the machine inhaled oxygen and exhaled the fatal gases from the seemingly dead man's lungs. Soon the dead man began to show signs of returning life, and within five minutes the watchers saw life returning to the contracted features of the dead.

Cummings is now restored, and the recovery, which was miraculous, will go down as one of the many miracles which are performed today by advanced science.

BANDIT HOLDS UP HOTEL GUESTS AT REVOLVER END

SAN FRANCISCO, Jan. 31.—A bandit registered at the Winchester hotel, bound the elevator man and held guests and clerks at bay with revolvers. He escaped with \$875.

MORE HORSES EAT WITHOUT PAYING

WHAT'S THE USE OF WORKING WHEN LITIGANTS STALK ABROAD IN THE LAND, READY TO DO THE DEFRAIVING

It's either Old Nick or a good angel which dogs the steps of attachments of horses in this part of the earth. You can take your choice, but there is certainly something almost uncanny in the expense which is involved in getting the law's clutches on these quadrupeds.

Talk about the First National Bank of Kennewick vs. Swindler case, why, that's only a satire.

Here's the case of Henry Fleckenstein & Co. vs. P. C. Campbell and Mike Zupin, in which eight horses were under an enforced rest for six months. The horses were seized by Sheriff William B. Barnes and his merry men on July 24 last at Fort Klamath as the property of Campbell, it being desired to have the horses in reach in case the Portland liquor firm got a judgment against the two men for \$550, which it was desirous of annexing and placing in its exchequer.

Attorney E. L. Elliott, for the liquor firm, had the attachment placed in operation, and afterward tried to get the sheriff to sell them under section 304 of Lord's Oregon laws. The sheriff did not care about selling them, for some reason, so the eight palfreys for a time remained at Fort Klamath until they were brought nearer the scene of the legal conflict and placed on the ranch of Crieier & Stilla.

Since July 24th six months have elapsed, and those six months have been clutched for the nags. They have taken life just as it approached, without endeavoring to furnish any industrial trimmings. Just who will pay for their play time does not appear yet, but it is believed that it will mean a nice little bill, for the circuit court recently figured that a horse's keep these troublous times is worth about \$15 per month. Six months and eight horses and the \$15—just mix the three up a little and you get a sum total of \$720. This is a higher bill than is involved in the Swindler case, for while in that action the horses stayed out of action more than six months, there were fewer of 'em. The bill there was about \$600.

In the circuit court yesterday the Fleckenstein case was thrown out of court on a non-suit because it was not established to the satisfaction of all parties that the plaintiff was a corporation as averred in its complaint. Attorney E. L. Elliott tried to get the court to take the position that the defendants had dealt with the Fleckenstein concern as a corporation, and was, therefore, estopped from raising a point against that state of being, but Judge Henry L. Benson did not feel inclined to take this position. If the suit is not tried again the liquor folks have to pay the horse bill. If tried again and they win, maybe they will not pay it.

But the horses, by the way, are still under attachment. Owing to the court considering that the animals were automatically released by the disposition of the issue, without a formal order of court, Deputy Sheriff Marion Barnes let them go, whinnying and snorting, but it was not for long.

Attorney C. M. O'Neill, who defended the case for Campbell and Zupin, set up a complaint in court against the two defendants, averring that they had promised him \$1,000 to secure their acquittal. He asserts that none of the money has been paid to him. He had the horses attached.

The horses were attached as the property of Campbell, who alleges that they are the property of his nephew, Tomas Cannon, now in eDnver.

If these horses are as wise as some domestic quadrupeds of which history and fiction tells us, they will emerge from the harness of the attachments fat and sleek.

P. S.—If you want to live cheaply, turn yourself into a horse and get attached.

EXPERIMENT STATION AND FAIR INSTITUTE WORK

WASHINGTON D. C., Jan. 31.—The 1911 annual report of the director of the office of experimental stations has been submitted to Secretary Wilson. An interesting feature of the work of the office is a review of the farmers' institute work.

Reports received during the past year from 44 states and territories, giving data respecting their institute work. In 41 of these, regular institutes were held to the number of 5,582, 3,723 were one day meetings, 1,704 two days, and 155 three days or more.

PRESIDENT'S BAD COLD IS CAUSE OF HIS WEAKNESS

COLUMBUS, Jan. 31.—President Taft is weakened as the result of a cold. He conferred here with state Republican editors, and started to Akron at 1 o'clock.

POLITICAL ANNOUNCEMENTS

For Prosecuting Attorney

For District Attorney for Klamath and Lake counties, Oregon, on the Republican ticket, JOHN IRWIN, subject to the primary nomination to be held on April 19, 1912.

I hereby respectfully announce myself a candidate for the republican nomination for Prosecuting Attorney for Klamath and Lake counties, subject to the will of the voters at the primary election to be held on the 19th of April, 1912. D. V. KUYKENDALL.

For County Treasurer

I hereby announce myself as a candidate for the nomination for Treasurer of Klamath County on the Republican ticket, subject to the will of the people at primary election to be held on April 19, 1912. JAY MANNING.

I hereby announce myself as a candidate for the nomination for Treasurer of Klamath County on the Democratic ticket, subject to the will of the people at primary election to be held on April 19, 1912. C. H. DAGGETT.

For Assessor

I hereby announce myself a candidate for the nomination for Assessor of Klamath county on the Democratic ticket, subject to the will of the people at the primary election to be held on April 19, 1912. J. P. LEE.

For Sheriff

I hereby announce myself a candidate for the republican nomination for Sheriff of Klamath county, subject to the will of the voters at the primary election to be held April 19, 1912. OSCAR L. CARTER.

I hereby announce myself a candidate for the nomination for sheriff on the Republican ticket, subject to the will of the voters at the primary election to be held on April 19, 1912. C. C. LOW.

I hereby announce myself a candidate for the democratic nomination for Sheriff of Klamath county, subject to the will of the voters at the primary election to be held April 19, 1912. CHESTER AVERY.

For Coroner

I hereby announce myself a candidate for the Democratic nomination for Coroner, subject to the will of the voters at the primary election to be held on April 19, 1912. EARL WHITLOCK.

I hereby announce myself a candidate for the Republican nomination for Coroner, subject to the will of the voters at the primary election to be held on April 19, 1912. E. R. WILLIS.

For School Superintendent

I hereby announce myself a candidate for the nomination for County School Superintendent of Klamath county on the Republican ticket, subject to the will of the voters at the primary election to be held April 19, 1912. FRED PETERSON.

For County Clerk

I hereby announce myself a candidate for the nomination for County Clerk on the Republican ticket, subject to the will of the voters at the primary election to be held April 19, 1912. C. R. DE LAP.

For Justice of the Peace

I hereby announce myself a candidate for the Republican nomination for Justice of the Peace for Linkville precinct, subject to the will of the voters at the primary election to be held on April 19, 1912. W. H. SHAW.

GEORGE AND ISABELLA'S ENGAGEMENT IS APPROVED

MUNICH, Jan. 31.—The engagement of Prince George of Bavaria and the Archduchess Isabella of Austria has met with the approval of both countries. Prince George is one of the best liked young officers in the German army, and is renowned for his reputation as a crack cavalry officer and as a champion boxer.

He has held the middleweight and heavyweight championship of the German army for the last seven years. He is also known as a daring hunter. The archduchess is noted in solliety as a raconteur.

FAT HUBBY'S FALSE TEETH PAWNED BY HUNGRY WIFE

SAN FRANCISCO, Jan. 31.—A well dressed woman pawned her husband's false teeth so she could eat. When it was pointed out that hubby would have to go hungry, she said: "It don't matter; he's too fat, anyway."

ATTORNEY SLAPS ANOTHER'S FACE

CALIFORNIA PLEADER MAKES PRIZE RING OF COURT ROOM, AND JUDGE IMPOSES FINE OF \$25, WHICH IS PAID

TURLOCK, Calif., Jan. 29.—The aggressive belligerency of District Attorney Maddux during the Jacobson divorce proceedings in the superior court at Modesto, when he slapped Attorney W. H. Hatton's face, proved to be expensive. Judge Rector of the said community of Merced, holds that an exhibition of physical prowess in the court is not in consonance with the eternal fitness of things, and accordingly fined Maddux in the sum of \$25, with the alternative of spending 12 1/2 days in the county bastille. Attorney Hatton magnanimously importuned the court to refrain from fining Maddux, but Judge Rector was inflexible, and the fighting prosecutor was compelled to return \$25 of his salary to the county.

HOMESTEADER DISAPPEARS, AND MURDER IS RUMORED

PRINEVILLE, Ore., Jan. 31.—Frank Way, who was living on a homestead fourteen or fifteen miles above Prineville, with Douglas Tapp, another young man of this vicinity, has disappeared mysteriously, and is believed to have been murdered for \$150, which he was paid about the time of his disappearance.

Tapp was apprehended at Burns, and will be held on the charge of larceny of a saddle horse until the murder mystery can be cleared up.

Tapp, when questioned at to the whereabouts of Way, said that he went hunting, and again that he went to visit his onther, who lives in the Willamette Valley.

Communication with Way's onther shows that Way has never been there, and search of his cabin reveals all his best clothes, which he would have worn had he been going to the valley, and also his rifle, which he would have taken had he been going hunting.

Efforts are now being made by the sheriff's office to find the body of the supposedly murdered man.

SOCIAL EVIL STIRS PASTOR, WHO FLAYS MAYOR OF CITY

PORTLAND, Jan. 31.—"The social evil is worse than it was when Mayor Rushlight took office," declared Rev. Delmar H. Trimble, pastor of the Centenary M. E. church.

"There is no doubt the social evil is worse in Portland than it was six months ago," continued the speaker. "Somebody is responsible for these conditions. I supported Mayor Rushlight, and four months ago asked from this pulpit that he be not judged too quickly, but be given a chance to 'make good.' Now I believe that it is time for those in authority to use the probe and determine who is to be held directly responsible to the conditions that exist. It is time the people higher up got busy.

As for the district attorney, I will say that Cameron's action in seeking re-election is astounding. His audacious ecerotery in standing for office again is only equalled by his utter incompetence.

"The presiding judge gave directions that he be excluded from the grand jury room that the course of justice be not influenced by him, and I know what I am saying when I make that charge.

"He is the thorn in the side of the administration, nullifying its efforts for law enforcement, and his seeking another term shows his colossal nerve. I hope that the decent people of Portland will retire him to private life.

"Intimation has reached me that Mayor Rushlight may be holding his hand until the vice commission has reported. If that is true, then when the commission does report the least that can be expected of Mayor Rushlight is that the recommendation of that report be heeded and action taken thereon."

Notice of Settlement of Administrator's Final Account

In the County Court of the State of Oregon, for Klamath County.

In the Matter of the Estate of Alvert H. Berry, Deceased.

Notice is hereby given that Elmer O. Beardsley, as administrator of the estate of Alvert H. Berry, deceased, has rendered and presented for settlement, and filed in said court his final account of the administration of said estate and a petition for the distribution of same, and that the 1st day of March, 1912, at 10 o'clock a. m., at the court room of said court at the court house in Klamath Falls, Klamath county, Oregon, has been fixed by said court as the time for the settlement of said account, and the hearing of said petition for distribution, at which time and place any person interested in said estate may appear and file exceptions in writing to the said final account, and contest the same, and show cause, if any there be, why a final distribution of said estate should not be ordered.

Dated February 1, 1912.

ELMER O. BEARDSLEY.

Administrator of Said Estate.

2-1-2-29 r