

IRONSIDE MAKES MERRY AT PROGRAM

Ironsides—The community Christmas tree was held here Friday night at the schoolhouse. Miss Miller's pupils gave a very fine program. On Saturday Miss Miller left to spend the holidays at her home in Big Bend.

Mrs. Walter Laurance and son came from Prairie City Saturday to spend the holidays at the parents' E. J. Beam home. The Herbert Van Cleaves came from Harper.

Ray Wise of Silver City spent last

week end with his parents. Arthur Van Buren sold a load of beef cattle to Ray Emmott of Nyssa. They were trucked to Portland Saturday. Mrs. N. P. Olson of Buhl, Ida., arrived Thursday to spend the holidays with her daughter Mrs. Arthur Beam.

Mrs. Ernest Looney and daughter Mrs. Floyd Howard motored to Baker Saturday to see Mrs. Looney's brother Delbert Derrick who is seriously ill at the hospital.

Mrs. Bessie Prescott came from Dayville Thursday to spend the holidays with her daughters Mrs. Bruce Lofton and Verla Prescott.

The S. A. and Earl Loftons motored to Baker on business Tuesday. The Ralph Beam family of Unity attended the Xmas tree and dance Friday night.

Mr. and Mrs. A. R. Van Buren motored to Fruitland Saturday. Their son Cecil Hill returned with them for vacation.

GOVERNOR SIGNS IRRIGATION BILLS

Of the 95 bills passed by the legislature, Governor Meier has signed 92 and made them laws. Except for the sales tax measure all were emergency measures and become immediately effective upon their signature by the governor. The list of new laws take in Senate bills Numbers 24, 25, 26, 27 and 28, designed to aid the refinancing of irrigation districts.

HARPER AND WESFALL GET UNION DISTRICT

Granting the petition of people living in the Harper and Westfall area, the district boundary board has created a new union high school district consisting of Districts 6, 14, 28 and 66, according to School Superintendent Kathryn Claypool.

Directors, appointed to serve until June at the time of the annual school election, are John Medlin, J. R. Arrien, George Hart, Val Becker and R. W. Darnell, P. O. Eberly is clerk.

Mrs. Claypool also reports that petitions are being circulated for the consolidation of school districts 6, 14 and 28.

KERR WILL RESIGN

From Salem came word Monday that Dr. W. J. Kerr will terminate his services as chancellor of higher education on June 30, 1934. In no sense will his retirement be held an ouster, it was said, but rather a move for peace in the state educational row.

Court House Filings

Real Estate Transfers

Pearle Whitehead et ux to A. N. Bishop, NW¼NW¼ Sec. 2-19-44, \$1. Charles E. Kimball to Pearle Vaughn metes and bounds in lots 4 and 5, Sec. 33-15-47, \$10.

C. W. Glenn, Sheriff to Charles L. Joseph, A. T. No 1 in NW¼SW¼ Sec. 8-16-47 \$63.10

C. W. Glenn, Sheriff to J. A. Tarter lot 2, and S½SW¼, SW SE¼, Sec. 10-16-47, except a strip 3 rods wide across orth side of SW¼SE¼, \$2982.24. Clark A. Hamilton et al to Elizabeth Hamilton, NE¼NW¼NE¼, Sec. 29-15-47, \$10.

C. W. Glenn, Sheriff to Andrew Robinson, NW¼NE¼, Sec. 13-18-46 excepting strip 100 feet wide for R R right of way, also 36 shares in Ontario-Nyssa Irr company, \$669.84.

C. W. Glenn, Sheriff, to Federal Land Bank of Spokane, E½E½SW¼ and W½SE¼ Sec. 8-18-47, containing 120 acres, also watering and irrigating apparatus and fixtures, \$6500.

Marriage Licenses

Robert Edgar Sword and Beatrice Carman Jacobs. Ira Ellis Stoddard and Una Fern Roy.

Legal Advertisement

NOTICE

IN THE CIRCUIT COURT OF THE STATE OF OREGON, FOR MALHEUR COUNTY.

IN THE MATTER OF THE PETITION OF C. E. LANNING, W. S. BRUCE and LAYTON STOCKING, AS THE BOARD OF DIRECTORS OF JORDAN VALLEY IRRIGATION DISTRICT, FOR CONSTRUCTIVE CONSENT OF THE OWNERS AND HOLDERS OF BONDS OF SAID DISTRICT TO A CERTAIN CONTRACT DATED AS OF JANUARY 1, 1932.

TO ALL OWNERS AND/OR HOLDERS OF THE BONDS OF JORDAN VALLEY IRRIGATION DISTRICT, KNOWN OR UNKNOWN, WHOSE BONDS HAVE NOT BEEN DEPOSITED WITH THE STATE RECLAMATION COMMISSION OF THE STATE OF OREGON, PURSUANT TO OREGON SESSION LAWS 1933, CHAPTER 437, AND THE CONTRACT HEREINAFTER REFERRED TO:

YOU, AND EACH OF YOU, ARE HEREBY NOTIFIED, under and in accordance with the provisions of Chapter 437 of the Session Laws of Oregon for 1933, that Jordan Valley Irrigation District, an Oregon irrigation district corporation, the lands of which are located in Malheur County Oregon, has entered into a certain contract, dated as of January 1, 1932, for the ultimate liquidation of the bonded and other indebtedness of said District, the other parties to said contract being the State Reclamation Commission of the State of Oregon, the County Court of Malheur County, Oregon, the Bondholders' Protective Committee of the Jordan Valley Irrigation District, representing and acting for all participating bondholders, and the settlers on the lands within said District, and said District has also entered into a certain supplemental contract dated September 1, 1933, both of which said contracts were filed for record with the County Clerk of Malheur County, Oregon, on or about the 24th day of November, 1933, and recorded in Book 17 of Mortgages, at pages 233-253, inclusive, in the records of said Malheur County, and both of said contracts are now in full force and effect.

YOU ARE FURTHER NOTIFIED that the bonds of said District

to be liquidated under the terms of said contract are all dated January 1, 1924, bear interest at the rate of Six per cent (6) per annum payable semi-annually, are in denominations of \$1,000 and \$500, respectively, are numbered 1-530, inclusive, amount in the aggregate to \$430,000, par value, and mature serially at the rate of \$43,000 per year, on the first day of January of each year from 1935 to 1944, inclusive. The other evidences of indebtedness so to be liquidated are held by the State of Oregon and consist of certificates of indebtedness of said District aggregating \$124,500 warrants of said District, in the sum of \$13,194.44, and warrants of said District drawn on the so-called revolving fund, amounting to the sum of \$5,138.83.

YOU ARE FURTHER NOTIFIED that a general description of the terms and conditions of said contract and said supplemental contract is as follows:

The bonded indebtedness of the District, consisting of \$430,000 principal and \$76,500 unpaid interest accrued to and including January 1, 1932, making a total of \$506,500, is apportioned equally against the irrigable acreage of the District lands, amounting to 8,000 acres, as shown by a survey made by the State Engineer of Oregon and listed in an exhibit recorded with said contract, at the rate of \$63.3125 per irrigable acre, of which \$53.75 bears interest from January 1, 1933, at a rate not to exceed Three per cent (3) per annum. The sum of \$809.65 is accepted by the bondholders in full payment of the interest due July 1, 1932. Until 1941 the rate of interest is subject to reduction by the Reclamation Commission to what the settlers can pay. The settlers grant and convey to the committee acting for the participating bondholders a several lien upon their respective lands in 40-acre tracts, for the said sum of \$63.3125 per irrigable acre, and agree to pay interest, as aforesaid, on \$53.75 of this amount. Interest payments are made through the District Secretary, and other payments are to be made direct to the Committee. As to settlers making payments as aforesaid, the Committee waives the right to claim that the obligation of the bonds is a general obligation, and agrees that the payment by such settlers of their equitable share for their lands as provided in said contract, shall absolve them from all statutory obligations for the payment of the similar obligations of other lands. The Committee further waives the right until January 1, 1932, to demand payment of the principal of the bonds and the interest accrued thereon to and including January 1, 1932, and further waives the right to demand interest at any higher rate than Three per cent (3) on the principal sum of \$430,000.

The Committee grants to any settler the privileges of liquidating the entire indebtedness against any 40-acre subdivision of his land by paying Fifty per cent (50) of the sum of \$63.3125 per irrigable acre thereof, plus accrued interest, in 1932. Fifty-one per cent (51) in 1933, and so on, increasing the payment by One per cent. (1) of said principal amount each year. If the irrigation works are later improved so as to be capable of irrigating more than 8,000 acres, the State Engineer of Oregon shall determine the acreage so to be irrigated on the request of the District, and from the recording of such determination, the additional acreage shall be subject to the payment of \$63.3125 per irrigable acre, with interest from the date of such recording, but this additional lien is for the sole benefit of the Bondholders and will not reduce the lien on the original 8,000 acres. In the event of default in the payment interest on or before March 15th of any year, in accordance with the contract, the Committee may foreclose the lien thus granted substantially in the manner of foreclosing mortgages under the statute.

The settlers waive credits in favor of their respective lands, aggregating \$90,446.25, and the Reclamation Commission of Oregon agrees that if permissive legislation is passed it will waive claims of the State of Oregon against the District, aggregating \$142,743.27, plus any interest accrued thereon. All bonds deposited under the contract, and all moneys received by the Committee, shall be pooled, funds shall be distributed only on dividends declared by the Committee after paying necessary expenses, and bonds once deposited may not be withdrawn, although rights in the pool are assignable. The deposit of the bonds constitutes the consent of the bondholders to the contract. The original contract provided for the deposit of Eighty-five per

cent (85) of the bonds before it should become effective, but the supplemental contract of September 1, 1933 modified this provision by requiring the deposit of Eighty per cent (80) or \$344,000 par value of the bonds, and there have now been deposited with the Reclamation Commission of Oregon \$360,000, par value, of such bonds, or 83.72 per cent. After all the bonds have been deposited, the Commission shall cause such portion of the bonds as are proportionate to the aggregate amount of the segregated lien paid by settlers from time to time to be canceled.

In case any non-participating bondholder brings mandamus proceedings to compel the District to assess or collect principal or interest on account of the outstanding bonds, the contract further provides for the delivery of matured coupons and bonds to the District and the use of such coupons and bonds in paying the assessment. The contract is by its terms made binding on the public corporations or bodies executing it, regardless of changes in personnel, and upon the heirs, executors, administrators, and assigns of the settlers, and upon future settlers in the District, without the necessity of re-execution of the contract.

Appropriate provisions are made for the execution of satisfaction of the segregated lien upon payment of the full amount of such lien by the owner of any particular tract or tracts in 40-acre units, and under other provisions Carey Act land entered subsequent to the contract and lands sold by Malheur County or said District, for taxes, are made subject to all the provisions of said contract with reference to the segregated lien, etc. The District agrees to conduct its business on a cash basis, except in unusual emergencies, and to refuse to deliver water to settlers delinquent in payment of maintenance assessments, and further agrees that if funds become available, under future legislation, for distribution to the bondholders it will apply such funds in liquidating the bonds.

YOU ARE FURTHER NOTIFIED that for a more complete and detailed statement of the exact terms and provisions of said contract and said supplemental contract, and for the legal descriptions of the land included in said 8,000 irrigable acres, you may refer to the record of said contracts in Book 17 of Mortgages, at pages 233 to 253, inclusive, in the records of Malheur County, Oregon, and to the petition on file in this proceeding.

YOU, AND EACH OF YOU, ARE FURTHER NOTIFIED that the owners and holders of the following numbered bonds of said Jordan Valley Irrigation District, to-wit:

1, 3, 5-9, inc., 14-16, inc., 19, 20, 25-29, inc., 40, 42, 44, 50, 52-56, inc., 87-90, inc., 97, 99, 100, 187-196, inc., 207, 208, 237, 238, 241-245, inc., 255-260, inc., 268, 270, 293-295, inc., 351, 391-397, inc., 401-404, inc., 448-450, inc., 476, 477, 493-495, inc., 500, 523 and 524, have failed to deposit their bonds with the State Reclamation Commission of Oregon, and have failed to otherwise signify their consent to said contract, and that all holders of the said bonds above described, and numbered, are required to file in the said Circuit Court for Malheur County, in the matter of said petition, their written dissent from or objection to said contract hereinafter described, and if such dissent shall not be filed in writing in said Court and cause within ninety (90) days from the 21st day of December, 1933, the date of the first publication of said notice, the owners and/or holders of said bonds who fail to file such dissent or objections with said Court in said cause shall be deemed to have consented to all the terms and conditions for the liquidation of said indebted-

ness, as provided in said contract and hereinafter set forth, and that such failure within such time to file such dissent and objections as aforesaid, shall be equivalent to the signing, execution and delivery of said contract, either personally or through the agency of said Bondholders Protective Committee.

This notice is published pursuant to an order of the Circuit Court of the State of Oregon, for Malheur County, and the first publication thereof is made on the 21st day of December, 1933.

JORDAN VALLEY IRRIGATION DISTRICT
By C. E. Lanning, President,
Richards and Haga,
Residence and Postoffice Address
Boise, Idaho.
Attorneys for District.

ATTEST:
G. A. Palmer, Secretary.
(SEAL)
Dec. 21- Jan. 18.

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