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AND MORENCI LEADER

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BOARD OF SUPERVISORS ENTER INTO A TENTATIVE ARBITRATION AGREEMENT

Following a meeting of the Board of Supervisors held with Frank Webster and Jas. H. Kerby, of the contracting firm of Webster Bros. & Kerby, who are at present engaged in the construction of the Clifton-Springerville road, on Monday evening last, in the office of the Board, a tentative agreement was reached to arbitrate the claim presented against the county by the contractors on Section 2 of said road, in the sum of $41,012.69. This amount is claimed by the contractors in excess of the amount receied by them under the contract, as estimated by former County Engineer Vandercook, and by reason of extra costs imposed upon them by the alleged dishonesty and unfair tactics pursued by the former engineer.

Following in this article the ERA prints two proposed arbitration agreements, one presented by the contractors, which had embodied therein an arbitration board as proposed by County Engineer McIlveen; the other a proposed arbitration agreement, as drawn by County Attorney Hooker, at the request of the Board of Supervisors.

Upon the assembling of the Board Monday evening copies of the agreement, as prepared by the County Attorney, was presented to the contractors, and after a careful reading of same, and consultation with their attorney, Mr. Horton, Mr. Frank Webster for the contractors made objection to the agreement as proposed by the county attorney, which had in the main followed the statutory form of arbitration, on the ground that its adoption would entail a heavy expense on the contractors, as well as the county, while the agreement which the contractors favored, could be executed at small cost to both parties. It appeared to be the desire of the Board and the contractors to keep the matter out of court.

The contractors favored the agreement for arbitration as presented by them, referred to as a common law arbitration, and could not see the necessity for the services of a lawyer or special accountant, as suggested in the agreement presented by the county attorney. The conty attorney in defense of the proposed agreement presented by him, argued that the arbitrators should be entirely disinterested parties; that Mr. Hutchins, would be prejudiced in favor of the contractors, and that Mr. McIlveen, county engineer, would be expected to guard the county's interests, consequently, the third man, whoever he might be, would be the sole arbitrator.

At this stage of the conversation Chairman Stanton, of the Board, offered a suggestion that the contractors and Board agree to the naming of an arbitrator from the State Highway Department, an arbitrator from the Federal Office of Public Roads, and the two arbitrators choose the third member of the arbitration Board, and that the provision for a consulting attorney and accountant be eliminated, and a common law arbitration agreement be entered. The suggestion of the Chairman of the Board seemed to be satisfactory to Members Anderson and Hightower, but Mr. Frank Webster, for the contractors entered strenuous and vigorous objection to any representative of the Federal Office of Public Roads serving on the arbitration board. Mr. Webster based his objection on the ground that District Engineer Wheeler, of this department had testified falsely on the witness stand at Safford in he trial of the first suit of the contractors against the county for $28,000.00.

Mr. Kerby suggested the name of Engineer Long, of the Forestry department, in place of a representative of the Bureau of Public roads, and this suggestion was tentatively agreed upon, and the Clerk of the Board was instructed to communicate with State Engineer Maddock and Forest Engineer Long to ascertain if a representative from the state highway department and an engineer from the Forestry department (preferably Mr. Long) would consent to serve on the board. As soon as these officials are heard from another meeting of the Board will be held to again consider the proposed arbitration agreement.

Proposed Agreement Presented By Contrators

THIS AGREEMENT, made and entered into this day of 1921, by and between Frank A. Webster of the County of Graham, State of Arizona, George Webster as the Administrator of the estate of Reese R. Webster, Deceased, and Jas. H. Kerby of the County of Greenlee, State of Arizona, parties of the first part, and the County of Greenlee, State of Arizona, party of the second part

WITNESSETH, that parties of the first part and party of the second part, on March 17, 1919, entered into a written agreement, by the terms of which the parties of the first part agreed to construct for the party of the second part, a road which is designated in said contract as the CLIFTON-SPRINGERVILLE ROAD, from station 17-65 to Station 1845.31, and that certain portions of said road have been constructed under said contract, and that controversies exist and have for some time existed between the parties hereto as to the compensation that the parties of the first part should receive from the party of the second part for such work on that part of said road designated as Section No. 2 from station 277-48.6 to station 596-72.6; and in order that this contention may be settled and set at rest it is hereby agreed that the Engineer of Greenlee County, (H. C. McIlveen), and an Engineer of the State of Arizona Highway Department (same to be appointed by Thos. Maddock State Engineer of Arizona) and same to act as chairman of said Board of Arbitrators as defined below, and the Engineer of the contractors Webster, Webster and Kerby, (W. R. Hutchins) are hereby selected as arbitrators to pass upon the question of the amount of compensation that shall be warded to the parties of the first part for the construction of said Section No. 2 of said road; that said arbitrators shall view the work performed on said Section No. 2, and shall make an ward to the parties of the first part for the construction of said Section No. 2 as they find the conditions and circumstances warrant; and parties of the first part shall furnish at their expense to said arbitrators a full estimate and data of all of said work on said Section No. 2 to said arbitrators to pass upon in fixing their award

The expense of the Engineer of Greenlee County during this investigation shall be borne by the County of Greenlee, the expense of the Engineer of the State of Arizona as designated above shall be borne jointly and equally by the parties of the first part and the party of the second part, the expense of the Engineer of the Contractors Webster, Webster and Kerby shall be borne by said contractors Webster, Wester and Kerby.

That said award shall be in writing within ninety days from the date of this agreement, under the hands of said arbitrators, or a majority of them, ready to be delivered to said parties, or such of them as shall desire same.

That said award shall in all things, by us and each of us, be well and faithfully kept observed and performed.

Agreement Prepared by County Attorney (By Request of Supervisors)

COUNTY OF GREENLEE STATE OF ARZONA

Agreement to Arbitrate

Frank A. Webster, James H. Kerby and George Webster as the Administrator of the estate of Reese R. Webster deceased. Plaintiffs.

—vs.—

The County of Greenlee a Corpoation. Defendant.

KNOW ALL MEN BY THESE PRESENTS:—

WHEREAS, there are certain matters in dispute between Frank A. Webster, James H. Kerby and George Webster as administrator of the estate of Reese R. Webster deceased, composing the firm of Webster, Webster and Kerby, Contrators, hereinafter designated as plaintiffs, and the County of Greenlee State of Arizona, a corporation hereinafter designated as defendant, in relation to the construction of a highway by and under a contract in writing between the plaintiffs and defendant, said highway designated in said contract as the Clifton-Springerville road, and the payment of the amount or amounts due, if any, to the plaintiffs by the defendant by through and under the said contract aforesaid: And

WHEREAS: by the conditions of said contract between plaintiffs and defendant for the construction of said road plaintiffs were to be paid upon a unit bid basis in said contract: And

WHEREAS, differences exist as to the amount and conditions of said work, due to the performance of said contract and in particular the following matters to- wit:—

Whether or not the plaintiffs are entitled to be paid any, and what sum for work, alleged by them to be extra work, if any, in addition to the prices and classification set forth in the bid submitted by the plaintiffs to the defendant for said work under said contract; and if any, what amount of said work may be designated as extra work under said contract. That by reason of said differences and dispute a right of action may accrue to either party, it is agreed by the parties plaintiff and defendant herein that all matters pertaining to and dispute and differences actually exist and also that there be a full and complete settlement to the construction of the Clifton-Springerville road on that particular part mentioned in the plans and specifications thereof from station 277-48.6 to station 596-72.6 be submitted to the arbitrament of ——— County of ——— State of Arizona ——— County of ——— State of Arizona and ——— of the county of ——— and the State of Arizona who are named, designated and agreed upon by the parties plaintiff and defendant as arbitrators as made and provided for in Title 6 Par. IX Chapter 1 Revised Statutes of Arizona 1913; and who possess the qualification of Jurors as in said chapter set forth.

It is further agreed and stipulated between plaintiffs and defendant that after the submission of these matters to said arbitrators, the award made, shall be made in writing, and said award shall be binding upon parties plaintiff and defendant when made by a majority of said arbitrators.

It is agreed: that the time limit for the hearing and determinaton of all matters herein set forth and filing of the award shall not exceed ninety days from the date thereof:

It is further agreed that if either party shall by affected delay or otherwise, willfully prevent the arbitrators from proceeding in the reference, or from making their award, that party shall pay such cost to the other party as the arbitrators shall think reasonable.

It is further agreed that the parties plaintiff and defendant respectively shall produce before the arbitrators all books, papers, accounts, vouchers, writings, documents, maps, plans, surveys and estimates within their possession or control which the arbitrators may require and call for, as in their judgment necessary relating to matters referred;

It is further agreed that it shall be lawful for the said arbitrators to admeasure or cause the said road or so much thereof as maybe affected by this dispute to be admeasured: And to make or cause to be made a plan or map or plans and maps of said road, and to do and execute all such further and other acts, matters and things with the respect to same as they shall deem necessary and proper for the purpose of this reference, and the cost, charges and expense of preparing and executing such admeasurement, plans and maps and all and any such further acts as maybe necessary as aforesaid shall be borne and paid for by and between parties plaintiff and defendant in equal shares and proportions;

It is further agreed that the arbitrators if they shall deem it necessary shall be at liberty, and are hereby authorized to appoint an accountant to assist them at he expense of the party for whose account said accountant is necessary;

It is further agreed that all matters of law that may arise the interpretation of the contract, plans and specifications under which said work was performed, its application to the matters referred in the submission of the matters in controversy in said arbitrators shall be refered to ——— of the county of ——— State of Arizona, an Attorney at law for adjudication.

It is further agreed that the said arbitrators shall make an award to be entered in said cause for the plaintiffs or defendant as they or a majority of them shall deem proper.

It is further agreed that the said parties, their executors, and assigns and successors shall on their respective parts in all things stand to, abide by, perform, fulfill and keep the award so to be made and published aforesaid; that all costs of whatsoever kind and character as maybe created by the submission of these matters to arbitrators, shall be made and borne by parties plaintiff and defendant in equal shares, except as hereinbefore provided for.

Witness our hand this the day of 1921.

LONE BANDIT TAKES $300 FROM SAN SIMON BANK

Shortly after 2 o'clock Wednesday afternoon a lone bandit armed with a 45 revolver walked into the San Simon Valley Bank, at San Simon, and holding up Cashier A. E. Nelson, took all the money in sight, which totaled over $300, including currency and silver.

According to information received in Tombstone shortly after the robbery by Undersheriff Chas. Blyth, the man, who was mounted on a dark gray horse, rode up to the bank, dismounted and entered the building at a time when there were very few people on the street, and no one but the cashier in the bank.

Entering the building he commanded the cashier to throw up his hands and swept off all cash in sight, which he stuffed into his pockets. Making a hurried exit he jumped to his horse and galloped out of town headed toward Lordsburg.

The cashier gave the alarm and citizens gave chase, overtaking the bandit about a mile and a half east of town, opening fire on the fleeing robber. Four shots were fired at him and shortly afterward his horse was found in the near vicinity, which is heavily covered with brush, and it is believed the man was struck by one of the bullets and is either dead or badly wounded and hiding in the brush.

A posse of 12 men including deputy sheriffs from San Simon and Bowie are scouring the country in the vicinity of the battle, while another posse was sent out of Lordsburg this afternoon on word sent by Undersheriff Blyth to close in on him from the other side through Stein's Pass.

At four o'clock Wednesday afternoon no further trace of the bandit had been found, although his capture was momentarily expected.

The report received here said the bandit overlooked a considerable quantity of currency in the bank safe, while he took everything in sight before making his getaway. No shots were fired in the bank, as the cashier complied with the bandits order to throw up his hands.

The identity of the man is not known, although the cashier is sure that he is a white man. He wore a mask.

CHARGE WOMAN HAS STOLEN P.O. FUND IN CHARGE

Bisbee, June 10—Postal inspectors today arrested Mrs. Hattie Luke in connection with their investigation of the postoffice robbery here on April 3, following an alleged statement to them by Matt Keaton, confessed accomplice of former Postmaster Lon R. Bailey in the "frame-up" robbery, that he had given Bailey's half of the loot to Mrs. Luke.

Mrs. Luke was arrested on her ranch in the Sulphur Springs valley about 18 miles from here. She is held in jail in lieu of $10,000 bond.

Gave Her Bailey's Share

Keaton, in his original confession to postal inspectors, made no mention of Mrs. Luke. Last night, however, he told the inspectors that he had given Bailey's share of the loot to Mrs. Luke to hold for Bailey.

He also gave Mrs. Luke $500 said Keaton, and assured her an additional $500. Keaton told postal inspectors he refrained from implicating Mrs. Luke in his first confession because "Bailey knew all about it," and, he said, he wanted Bailey to be the first to mention the woman.

Bailey Talks to Woman

Yesterday afternoon, postal inspectors say, they received a message from Bailey, now held in jail at Tucson that he wanted to talk to Mrs. Luke over the long distance telephone. His request was granted. During his conversation with Mrs. Luke, postal inspectors say, Bailey told her to tell the postal inspectors anything she knew about the money or what Keaton had done with it.

Denies Knowledge of Money

Mrs. Luke tonight denied any knowledge of the whereabouts of Bailey's alleged share of the stolen $40,000. She will be arraigned before United States Commissioner James Allison here within the next few days, according to postal inspectors.

GREENLEE COUNTY GIRLS MAKE GOOD RECORD AT NORMAL

It is of interest to the residents of Greenlee County to learn something concerning the work of Clifton, Metcalf, and Morenci students who have been attending the Tempe Normal at Tempe, Arizona, during the past year.

Miss Agnes Barber of Metcalf has completed the professional teachers' course and plans to obtain a school during the coming year. She took an active part in the pageant, "The Coming of Spring," which was given on the Normal campus a short time ago. She is a contestant for the Harvard Medal given by the Harvard Club, to the Normal Student who writes the best essay upon some Arizona subject. The subject chosen by Miss Barber was "Development of Clifton-Morenci Mining District."

A Morenci student was Miss Nettie Martin, who has completed one year of work at the Tempe Normal School, and expects to return another year. She was interested in literary work and belongs to the Zetetics, which is a literary society in the Normal.

Miss Lydia Beck of Clifton graduates this year from the professional teachers' course. She was interested in literary work, belonging to a society at the Normal. Miss Beck also took part in a pageant, "The Coming of Spring." She not only followed her school and literary work, but was interested in athletics. She played tennis and basaball. The Tempe Normal School gives a regular teachers' course for those desiring to teach kindergarten, primary, or grade work in the state of Arizona, and also gives a special course for those desiring to teach special subjects, such as: Domestic Science and Art, Manual Training and Machine Shop Work and Commerce.

CLIFTON BOY NOW M. D.—

The Copper Era acknowledges the receipt of an invitation to attend the commencement exercises of the Tulane University of Louisiana held at New Orleans on June 8th. The invitation was extended by Ralph Esteves, M. D. who was one of the graduates. Mr. Esteves will be remembered among Cliftonites as a member of the High School graduating class of 1916 and has been in attendance at the Tulane School of Medicine since that time and during his graduation year was elected to the Alpha Omega Alpha, a national fraternity for high scholarship.

OFF FOR CALIFORNIA—

Mr. and Mrs. L. Bernstein and Mr. and Mrs. F. L. Knapp comprised an auto party traveling in two cars, who left this week for California. Mr. Bernstein resigned his position in the general office of The A. C. Co., several weeks ago and will make his future home in Oakland. Mr. and Mrs. Knapp will return to Clifton after spending several weeks on the coast.

CLIFTON BOY WINS HIGH HONORS—

At the third Annual Exhibition of Cleveland, Ohio, Artists and Craftsmen, held at the Cleveland Museum of Arts, the first part of this month Clyde Prettyman, a Clifton boy, now grown to manhood, won first prize for a portraiture in oil. Dr. Miller, a prominent citizen of Cleveland, was the subject. Clyde Prettyman left Clifton about nine years ago and it is pleasing news to his many old friends here to know of his success in his chosen profession.

Gol. Greenway Tells Mining Men Ajo-Mexico Railroad Is One Solution to High Rates

A talk on the copper industry, particularly as it applies to the state of Arizona, together with some suggestions for putting the industry on a sounder basis, was given on Monday afternoon of this week before the meeting of the Arizona Chapter of the American Mining congress, by Col. John C. Greenway, general manager of the Calumet & Arizona Mining company and the New Cornelia Copper company.

The audience was composed of mining men known throughout Arizona, managers and superintendents of companies and mine operators. Two points that Col. Greenway made and that were particularly interesting to this audience, were the possibilities of a railroad to the Gulf of Mexico, and the fabrication of copper utensils by the electrolytic method.

"There is a great field for the copper industry in Arizona by securing an outlet on the Gulf of California," declared the speaker. "This can be accomplished by the extension of 102 miles of track to a point where it can be made suitable for the purpose by the construction of a breakwater and pier. This would be an extension of the little road from Gila Bend to Ajo, and from there to the gulf. The route is easy, and the construction would be comparatively inexpensive."

Would save Million!

Col. Greenway declared that it is his belief that at the time the Gadsden purchase was made an outlet on the gulf for Arizona was deliberately blocked by California which was then a state, with powerful resources and representatives in congress, to the end that the commerce of Arizona and other states would be forced to California ports. He said that an estimate based on existing rail rates, indicated that if all the copper companies in the state shipped their product by the proposed route that they would save a total of $6,000,000 annually.

"The freight situation with regard to bullion," said Colonel Greenway, "is this: In 1907 the rate from Douglas to Brooklyn was $8.55, and the present rate is $20. The railroads expect to make a reduction to $16.50, and say they cannot reduce further. I accept the fact that they cannot reduce further, and believe that this road would be a great thing for the copper producers of Arizona."

Col. Greenway spoke of the comparatively cheap rates on the Pacific coast, and by water from the coast to Brooklyn, and said that in his opinion, if a rate of $6.50 could be secured from here to San Pedro that a saving could be effected by shipping to Brooklyn by water.

"An outstanding feature of the present copper situation has been the failure to sell copper, and I am inclined to believe that those in charge of selling the product have been lacking in vision. For instance, copper has been driven out of the building trades, and yet, when 12 well known New York architects were questioned each one of them said that copper is unequaled for roofing—the cheapest material for the builder who is constructing a building to last 20 years. This has been accomplished by the active competition and advertising of the fabricators of roofing; they have driven copper out of the business.

"The fabricators of copper are making more out of it than the producers. We must get to work with the fabricators and extend the field, or else like Standard Oil, we must both produce and fabricate the product."

Exhibits Copper Products

At this point Col. Greenway exhibited a number of copper products fabricated electrolytically, under experiments that have been in progress at the plant of the New Cornelia Copper company at Ajo. He showed a copper automobile radiator that had been produced in this way and was recently tried out here.

"This radiator was made to fit a Dodge car," said the speaker "I priced a radiator of this type here; it was $52. Well, there is 14 pounds of copper in that. It is lacking in radiating capacity for a Dodge and it leaks so that it could be used successfully on that car it would weigh about 22 pounds. It is clear that there is a big profit somewhere." (The actual value of 22 pounds of copper is about $3.)

Col. Greenway also exhibited a copper radiator designated for ordinary heating purposes. He explained that copper has 2.7 times the conductivity of iron and that an iron radiator would therefore be 2.7 times as large as the one exhibited, to throw off the same heat. All of these present were astonished to learn that a roll of sheet copper that Col. Greenway exhibited was produced by electrolysis and not rolled. The speaker explained that the radiator and other articles were manufactured by causing the copper to be deposited on a lead form from solution, and that the whole form is then placed in molten lead and the lead allowed to melt out, leaving the moulded copper utensil. The process is comparatively simple and cheap.

Tells of Development

In his opening remarks Col. Greenway said: "The copper situation in Arizona is unprecedented. For the first time in 25 years the of the Calumet and Arizona, the smelter is closed, and the Copper Queen, for the first time in about 40 years. This has been brought about by the building up of a surplus of one billion pounds of copper."

The speaker then told of some of the great increases in operating costs over pre-war figures, such as labor, 10 percent over prewar, and taxes, 212 percent increase and other items of supply and operating costs. Relief could be affected in a measure, he declared, by collective purcahsing on the part of the various companies, and by an exchange of ideas among purchasing agents.

Col. Greenway declared that the efforts of mid-west oil producers to get an import tax of $1.50 a barrel on oil, is a matter of vital interest to the mining industry. "Most of us," said he, "have made good contracts for Mexican oil, and this is a menace that must be combatted. It would be a knockout blow."

With regard to high taxes, the speaker said that the only way to get relief, that he could see, is to make the people feel that they are spending their own money. They should realize, too, he said, that the copper producers are not only carrying the greatest burden as far as taxes are concerned, but are actually paying them where the others are not. The cattle men and the farmers are not paying their taxes.

Guggenheim Makes Prediction

In an interview published recently in the New York Times, an optimistic view of the copper situation was taken by Daniel Guggenheim president of the Chile Copper company and Chile Exploration company.

The financial editor of the Times quotes Guggenheim as saying:

"For the past two and a half years the copper industry, like most other industries, has been in a state of readjustment. In peace times the average increase, from year to year of the world's demand for copper, averaged approximately 6 percent. If this average annual increased consumption had gone on uninterrupted by war, then in 1919 and 1920 the consumption of copper would have been respectively 30 percent and 42 percent of 1913. For the years 1919 and 1920 production averaged about 5 percent in excess of 1913 production an amount which in all probability would have been taken up by consumption but for the war.

In commenting on the possible demand for copper, Guggenheim said that "the best estimates based upon conditions as they exist at the present time, but not including be large increase in the demand for copper which should come from Germany and the rest of the world, are that the consumption of copper is about 675,000 tons per annum, and the mine production about 375,000 tons per annum. At this ratio it will be seen readily that it will not take a long time to absorb the entire copper surplus, and thus put the industry again in splendid condition. It is estimated that production is now about 30 percent of the world's normal consumption as based on pre-war statistics, plus the usual annual increase of the past.

"The German plants manufacturing copper products are now re-established at full capacity, the demand for these products is worldwide and the only way to satisfy that demand is to acquire the necessary copper. Germany, however, is only a single country. The whole world at the present time is under-constructed and under-equipped with all materials and products requiring the use of copper.

CIVIL SERVICE EXAMS. TO FILL P. O. VACANCIES

Notice have been sent out to the press by the Postmaster General announcing an open competitive examination to be held on July 9, 1921, to fill the position of postmaster in a number of Arizona towns. This is not an examination under the Civil Service Act, the Postmaster General advises, but is held under an executive order of May 10th. Following are the towns in which vacancies are to be filled:

Office	Salary	Vacancy
Ajo	2,100	Jan. 18, 1921
Codey	1,100	Jan. 1, 1921
Duncan	1,600	Jan. 30, 1921
Florence	2,000	Nov. 2, 1920
Mayer	[illegible]	Feb 11, [illegible]
Naco	1,500	Oct. 29, 1920
Oatman	2,000	Aug. 15, 1918
Patagonia	1,500	Mar. 12, 1920
[illegible]	[illegible]	[illegible]
Somerton	1,300	Dec. 29, 1919
Springerville	[illegible]	[illegible]
Superior	[illegible]	May 16, [illegible]
Thatcher	1,300	Oct. 1, 1918
Williams	3,100	[illegible]

The examination for postmaster at the Duncan postoffice appointment will be held before I. S. Nelson at the Clifton post office, who is the local representative of the Civil Service Commission.

SENTENCED TO ONE YEAR—

In the superior court of Graham county at Safford on Monday [illegible] Lathrop, former cashier of the [illegible] branch of the City Savings and Trust company, who had [illegible] guilty to the embezzlement of [illegible] $20,000 of the bank's funds was [illegible] an indeterminate sentence [illegible] Chambers, the minimum being [illegible] imprisonment in the state penitentiary at Florence being one year.