

WESTERLUND'S BILL TO BRING REMAINS OF BAKER HOME

SALEM, Feb. 20.—Among the successful measures introduced by Representative Westerlund is a resolution to transport the remains of Senator Baker which are to be disinterred at San Francisco, for burial at Salem. It reads as follows: Whereas, the Honorable Edward Dickinson Baker, was from October, 1869, to October 16, 1861, a United States senator from Oregon, in which capacity he served Oregon and the nation with marked distinction; and Whereas, Senator Baker, in a gallant attempt to protect the National Capitol, was killed in the battle of Balls Bluff, April, 1861; and Whereas, the remains of Senator Baker now repose in Laurel Hill cemetery, in the city of San Francisco, California; and Whereas, the legislature of the state of California has granted the city of San Francisco the right of eminent domain for the purpose of extending its streets through certain cemeteries, including Laurel Hill cemetery; and Whereas, the extension of certain streets would call for the removal of Senator Baker's remains; and Resolved, that the proper place for the final repose of Oregon's illustrious senator is at the capitol grounds of the state which honored him in an election to the National senate; and Whereas, the constant presence of a monument marking the resting place of Senator Baker at the seat of government would serve as a continuous influence inciting the youth of our state to noble deeds and manly virtues; therefore, be it Resolved, by the house of representatives, the senate concurring, that a committee of three citizens of the state of Oregon be appointed by the governor to confer with the authorities of the state of California and the citizens of San Francisco with the view of transporting the remains of Senator Baker from San Francisco to Salem, Ore., there to be properly interred at a spot on the capitol grounds to be designated by public buildings commissioners, said spot to be marked by the monument or slab now designating the resting place of the said Senator Baker; be it further Resolved, that said committee recommended to the succeeding legislature the erection of a proper monument to serve as a perpetual fitting token of this great frontiersman-soldier, orator and statesman whose services have illuminated the pages of our nation's history, and whose career ended with his yielding up his life, the last full measure of a patriot's devotion.

OPENS ROADWAYS FROM NEAREST POINT FOR SHUT-IN FARMS

Senate bill 41, introduced by Senator Von der Hellen, amends section 6367 of the code, referring to a way out for shut-in farms or residences, in providing that such way out must be had to the nearest convenient point to be reached on a public road and providing also for the time within which any damages must be paid. A number of court decisions created a demand for these amendments. It reads as follows: Section 6367. Whenever it shall appear to the county court of any county of this state by the sworn petition of any person, that the farm, residence, timber land or timber of such person is not reached by any convenient public road provided by law, and that it is necessary that the public and such person shall have ingress to and egress from the farm, residence, timber land or timber of such person, the county court shall appoint a board of county viewers and cause an order to be issued directing them to meet at a time therein specified and not less than ten (10) days from the making of such order, and also make an order notifying the person owning the land across which said roadway or gateway is to be established, notifying him of the time and place of such meeting, if he be a resident of the county, and if he be not such resident then such meeting shall be appointed at a later date and four (4) weeks notice must be given him by publication in some newspaper published in the county, and said commission shall then view out and locate either a county road not exceeding sixty (60) feet wide, or a gateway not less than ten (10) nor more than thirty (30) feet wide as may be found best by said road viewers, having regard to all surrounding circumstances and conditions of the case, from the farm or residence or timber land or timber of such person to the nearest point practicable on a public road, steamboat landing or railroad station, and to assess the damages to be sustained thereby. When such damages are assessed with the costs of the commission within twenty (20) days, and thereupon such roadway or gateway shall be established.

COMPLETE CASE AGAINST LERCH ASSERTS KELLY

Henry Lerch, who is charged with having outraged Dickins' famous old Fagin, in teaching the young boys of the city to steal, will be given his preliminary hearing before Justice of the Peace G. O. Taylor this afternoon at 4 o'clock. This hour was set in order that the boys, attending school, might be on hand to testify. Lerch was arrested by Acting Chief Cingende Wednesday and for a time was lodged in the city jail, until he was released on a \$500 bail. His attorneys, DeArmond & DeArmond protested violently against having Lerch, a "business man" looked up even for a brief period. Prosecuting Attorney Kelly stated that the case he has against Lerch is complete. He declares that several of the boys who sold Lerch stolen goods will tell how Lerch encouraged them to steal the junk, and if copper or lead, to burn it so that it could not be recognized if found by the officers. Mr. Kelly states that much of the petty larceny in the city during the past two years is due to the fact that

COMEDY ENTERTAINERS AT ISIS THEATER

Wall and Kid, in the comedy entertainment "She" will appear this evening at the Isis theater. Manager Whipple is assured that this team will amuse with a high class act. In addition he has three strong moving picture reels.

PEOPLE WILL VOTE ON TAX AMENDMENTS

SALEM, Feb. 19.—Tax reform consumed part of the time of the senate today with the result that two proposed constitutional amendments passed by the house were approved and ordered submitted to vote of the people in 1914. These two amendments are only slightly changed from two that were voted down last November. They originate with the state tax commission, and have for their object the removal of all restrictions on the part of the legislature to classify property for taxation purposes and to fix income or graduated taxes at its pleasure. As the law stands, the legislature has no power to pass a tax law.



The Daily Hint from Paris. The small hats are often of fur like the one of earlier with a trim faced with velvet.—Maison Aicely.

the youthful offenders had a ready market for their loot. Acting Chief Cingende stated today that for some time the police have endeavored to "get the goods" on Lerch but each time something would come up to afford a getaway for Lerch. TO CURE A COLD IN ONE DAY. Take LAXATIVE BROMO Quinine Tablets. Druggists refund money if it fails to cure. E. W. GROVE'S signature is on each box. 25 cents.

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TO BRING PROSPERITY THE DEVELOPMENT AND PROSPERITY OF THE ROGUE RIVER VALLEY DEPENDS LARGELY UPON IRRIGATION. THE ENTIRE VALLEY SHOULD BE PLACED UNDER WATER. IT WILL NOT ONLY DOUBLE THE PRODUCTIVITY BUT ENHANCE THE VALUE OF THE LAND. IF THE REQUIRED ACREAGE CAN BE SIGNED UP, THE ROGUE RIVER CANAL COMPANY WILL EXTEND ITS CONDUITS TO COVER THE ENTIRE VALLEY, AT A COST OF OVER A MILLION AND A HALF DOLLARS. A VERY REASONABLE CONTRACT IS OFFERED, PAYMENTS ARE EASY AND THE WATER CAN BE MADE TO PAY FOR ITSELF VERY EASILY. THE CONTRACTS WILL BE PLACED IN ESCROW AND RETURNED IF THE REQUIRED ACREAGE IS NOT SECURED. THE FOLLOWING IS THE FORM OF CONTRACT AND ESCROW AGREEMENT: WATER CONTRACT WATER ESCROW AGREEMENT This Agreement made and entered into this... day of... 1913, by and between the ROGUE RIVER CANAL COMPANY, an Oregon corporation, party of the First Part and... Party of the Second Part. WITNESSETH: The Party of the First Part, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the Party of the Second Part, has bargained and sold and does by these presents bargain, sell and convey unto the said Party of the Second Part a perpetual right to participate in the use of the waters flowing through its irrigation system to irrigate... acres out of the tract of land described below to the extent of but not to exceed one and one-half acre foot per acre for each annual irrigation season and does hereby covenant and agree as follows: (1.) That it has acquired from the State of Oregon by enlargement Permit No. 19, Permit No. 407 and Reservoir Permit No. 50, the waters of Four Mile Lake in Klamath County, Oregon; of Fish Lake in Jackson County, Oregon, with catchment canal connecting said lakes, and the waters of Little Butte Creek, to a sufficient amount to irrigate 55,100 acres to a depth of one and one-half feet during each annual irrigation season and that it will construct and maintain a system of reservoirs, canals, conduits, laterals and surface supply pipes sufficient to conduct and will conduct, to the lands hereinafter described, water for irrigation thereof to the amount of and not to exceed one and one-half acre feet per acre for each annual irrigation season, measured at the intake of each diversion from the Main Canal or Laterals. (2.) That all canals and laterals will be constructed of such capacity that water can be delivered either in continuous flow or in rotation as will best serve the diversified interests of all users. That such water will be delivered at such point within each legal subdivision of forty acres embraced within or within which is embraced the land hereafter described as is most practicable and that when necessary it will install and maintain suitable measuring devices for the measuring of said water. (3.) That it will not at any time enter into any contract or contracts with other persons which will require a greater amount of water than the First Party can supply to its users, per acre as herein specified. In consideration of the premises, said Second Party does hereby accept the conveyance of said Water Rights to the extent of... acres as aforesaid and does hereby agree as follows: (1.) That he will pay for said Water Right at the rate of fifty (50.00) Dollars for each and every acre thereof. (The same being the present unit charge per acre for a perpetual right to participate in the use of said water) in the manner following, to-wit: The sum of \$..... Dollars at the time First Party shall, under the terms of this contract, be ready and able to actually furnish and deliver its water upon the premises herein described for irrigation in the manner and quantity herein provided. The sum of \$..... principal and \$..... interest one year from said date. The sum of \$..... principal and \$..... interest two years from said date. The sum of \$..... principal and \$..... interest three years from said date. The sum of \$..... principal and \$..... interest four years from said date. The sum of \$..... principal and \$..... interest five years from said date. The sum of \$..... principal and \$..... interest six years from said date. The sum of \$..... principal and \$..... interest seven years from said date. The sum of \$..... principal and \$..... interest eight years from said date. The sum of \$..... principal and \$..... interest nine years from said date. All deferred payments to bear interest at the rate of six per cent per annum, the interest to begin when the initial payment becomes payable as aforesaid. Any or all payments may be made before due and interest abated accordingly. (2.) That they will pay to the Party of the First Part the sum of \$2.50 per acre per annum on or before the 15th day of October of each and every year as an annual maintenance charge for the delivery of said water. (3.) All of said sums due and payable under this contract to be paid at the office of the Company in Medford, Oregon, and if not paid when due the same to draw interest at the rate of six per cent per annum payable semi-annually. (4.) That to secure the payment of all sums agreed to be paid by Second Party to the First Party hereunder and the interest thereon, the Second Party hereby gives and grants to the First Party a lien upon all of the land herein described. (5.) The Second Party does further hereby give and grant to said First Party the necessary rights of way over and through the lands hereinafter described and the right of entry thereon, for the purpose of constructing, maintaining, repairing or enlarging its canals, laterals and pipe lines. (6.) That the First Party may from time to time make reasonable rules and regulations as it may deem necessary for the proper control and distribution of its waters, but shall not decrease the total quantity of water to be delivered or increase the charges under this contract. (7.) That he will use economy and good husbandry at all times in the use of said water and that he will not allow any of said water to run to waste and that any and all water in excess of that actually needed by the Second Party shall be permitted to remain in the canals and laterals of the First Party and First Party shall have the right to reclaim, divert, or discharge all waste water passing from the lands herein described and to subject the same to its control. (8.) That in case of contingency causing damage to Second Party by water from the distribution system or source of supply of First Party, immediate notice thereof shall be given to First Party as soon as the same shall come to the knowledge of Second Party and no action or set-off or counter claim shall be maintained by Second Party for damages which said First Party could have prevented if the Second Party had been given, Such notice shall be given by telephone, mail or any other usual channel of conveyance. (9.) That he is the owner of the... title to the property hereinafter described. In consideration of the Mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows: (1.) That the First Party shall be responsible to Second Party for actual damages committed to crops or improvements in the installing, enlarging or repairing of any part of the distribution system of First Party crossing any part of the lands hereinafter described. (2.) The irrigation season during which water is agreed to be furnished hereunder is fixed to begin not later than April 1st of each year and shall not close prior to October 15th of each year. (3.) That the First Party shall not be responsible in any manner for a deficiency of water caused by scarcity of natural water supply, damage by flood or freezing, hostile diversion or obstruction, forcible entry, waste, legal restraint or act of God, or in any case not controlled or attributable to the negligence of First Party and if for any reason there should occur, at any time, a shortage in the water supply, then the amount of water that is available shall be distributed to the lands entitled thereto on a pro-rata basis either in time or in quantity or both, and in such event the annual maintenance charge for said years shall be reduced in like proportion. (4.) The Second Party may determine for himself (subject to the terms and conditions hereof, and said rules and regulations of First Party) the quantity of water (within the total amount to which he is entitled) which he will use at any one period in or during the irrigation season, except that Second Party shall not be allowed at any one time to use more than one-third of said total amount, nor shall such one-third quantity be used in any irrigation season more frequently than at the expiration of a thirty day interval. (5.) All water hereinafter described for herein shall become and be appurtenant to the land hereafter described and shall be used for irrigation and domestic purposes only and shall be measured at the point of diversion from the canal or lateral. (6.) The land and premises affected by this contract are situated, lying and being in Jackson County, State of Oregon, and are more particularly described as follows, to-wit: together with all and singular, the tenements, hereditaments and appurtenances therunto belonging or appertaining, containing... acres. It is mutually agreed between the parties that in case the number of acres of water rights contracted for hereunder is less than the acreage of land above described, then and in that event the Second Party will, as soon as the First Party has constructed its Main Canal and Laterals for the irrigation of said lands, execute and deliver to Second Party a written declaration particularly describing that portion of the above described premises upon which he desires water rights to be applied, which premises must be under the canals of the First Party. Such declaration shall be executed and acknowledged in the same form as deeds or other conveyances and shall be delivered to First Party within ten days after being notified that the canals and laterals have been constructed as aforesaid. Such declaration shall be recorded in the Deed Records of Jackson County, Oregon, and when so recorded this contract shall then apply only as to the land described in said declaration. (7.) When the First Party shall have issued its contracts to supply water to irrigate all the lands under its canals and laterals or so much thereof as its supply of water is adequate to permanently irrigate in the manner herein provided and shall have received payment for 30,000 acres thereof or its equivalent then said First Party covenants and agrees that it will, on demand, convey to any corporation, selected and designated by a majority of the owners owning land so irrigated, the title to said irrigation system including the water rights, reservoirs, canals and all other holdings of the First Party necessary in the starting and delivering of said water to the lands to be irrigated, but not the unpaid amounts to become due on the outstanding contracts and thereafter title thereto shall be vested in said corporation and subject to its management and control. Provided, however, that all the owners of lands so irrigated from said system, shall be given equal right to the membership and privileges of such corporation in proportion to the acreage of land so irrigated and owned by them and provided that any such corporation may, at any time, become entitled to said conveyance by purchasing from said First Party the remainder of its unsold water at the price per acre herein named and in the event of such conveyance to said corporation, all the obligations of Second Party to make the payments of \$2.50 per acre per annum as a maintenance charge, shall immediately cease and terminate. This contract shall be binding upon the executors, administrators, heirs, assigns and successors of the parties executing it.

THIS ADVERTISEMENT IS TO LET THE PUBLIC KNOW THE TERMS UPON WHICH WATER CAN BE SECURED. IT IS NOT PAID FOR BY THE ROGUE RIVER CANAL COMPANY BUT PRINTED BECAUSE THE MAIL TRIBUNE DEEMS IRRIGATION ESSENTIAL TO THE WELFARE OF THE VALLEY.