

THE BIG STORE

DEALERS IN GENERAL MERCHANDISE

Successors to MILTON SPENCER

WE ALL HAVE WANTS

Our wants are your Butter, Eggs, Beans, Potatoes and a liberal share of your Patronage.

Your wants have the benefit of our Complete Stock of Fancy and Staple

Groceries, the quantities in which we buy, and the promptness of our deliveries.

Our Method of Doing Business is: Quick Sales and Small Profits
And Volumes of Business.

Whereby our customers realize the BEST and MOST FOR THEIR MONEY.

J. V. McCLENATHAN.

Council Proceedings.

Council Chamber, Feb. 2, 1909.
Council met in regular session with Mayor Mathews presiding. Roll was called and the following trustees responded:—Henn, McNaughton, Nelson, Olinger and Welborn.

On suggestion of Mayor Mathews regular order of business was suspended and the subject of leasing the Electric Light and power plant owned by the Paonia Electric Light & Power Co., was taken up. After full discussion, the following resolution was read:

Resolved that the town of Paonia enter into the following contract with the Paonia Electric Light & Power Co; to-wit,

THIS INDENTURE, Made and entered into this day of February, 1909, by and between THE PAONIA ELECTRIC LIGHT AND POWER COMPANY, hereinafter called the Company, of the first part, and THE TOWN OF PAONIA, Colorado, hereinafter called the Town, of the second part, Witnesseth:

WHEREAS, in the latter part of the year 1908 the Municipal Electric Lighting and Power Plant, owned and operated by said Town, became inadequate to enable the Town to furnish electric lighting service to its consumers,

AND WHEREAS, The capacity and efficiency of said plant could not be sufficiently increased to meet the demands for service made upon it by consumers, without the expenditure of several thousand dollars,

AND WHEREAS, Said Town had not appropriated funds and did not possess funds sufficient and does not now have sufficient appropriation or funds to increase the capacity of its said plant sufficient for the purpose,

AND WHEREAS, Said Town did not at that time, and does not now possess an assessed valuation of property sufficient to enable it to issue bonds or otherwise provide itself with sufficient funds to sufficiently improve and increase the capacity of its said plant,

AND WHEREAS, Said plant did not and does not possess sufficient value for lighting purposes to justify expending any considerable sum of money upon it,

AND WHEREAS, The said Town deemed it advisable and economical to construct a new plant for lighting and power purposes, but, for the reasons stated, could not and can not now construct such a plant,

AND WHEREAS, Certain taxpayers within said Town offered and agreed to organize a company to construct a lighting and power plant to furnish said Town and the consumers of said Town with lighting service under an agreement whereby said plant shall be operated by said Town and supply service to consumers at the rates now fixed by the Ordinances of the Town,

giving to said Town an option to purchase said plant at its actual cost plus interest paid by said Company on its indebtedness created to construct the plant, together with insurance and taxes, until the Town shall exercise its option to purchase, but without profit to said Company or its organizers.

AND WHEREAS, Forty citizens and taxpayers of said Town, for the purposes hereinbefore stated, by and through Messrs. W. T. Baetzer, C. C. Hawkins and R. J. Huff acting as Trustees, on or about September, 1908, purchased Lots No. 11 in Block No. 11 of said Town, and immediately thereafter constructed thereon an electric lighting and power plant at a cost of Nine thousand six hundred ninety-seven dollars and thirty-five cents (\$9697.35), an inventory of the property of said plant being attached hereto and made a part of this instrument,

AND WHEREAS, Said citizens borrowed the funds to construct said plant and obligated themselves to pay the same, with interest at eight (8) per cent per annum, as follows, to-wit: Five thousand (\$5,000) dollars on or before September 1, 1910; Four thousand (\$4,000) dollars on or before September 1, 1911; and Six hundred ninety-seven dollars and thirty-five cents (\$697.35) payable at this time, which said indebtedness is secured by a Deed of Trust against said plant and premises, and have incorporated "THE PAONIA ELECTRIC LIGHT AND POWER COMPANY" and conveyed said plant and premises to said Company, subject to said indebtedness and security, for the purpose of more conveniently transacting this business,

AND WHEREAS, It is proposed and agreed by and between the parties hereto that said plant shall be operated by said Town under a lease and agreement defining the rights and obligations of both parties, to effectuate the objects and preliminary understanding hereinbefore set forth,

THEREFORE, This lease and agreement witnesseth:

That said Company has leased unto the said Town Lots No. 11 in Block No. 11 thereof, together with the electric lighting and power plant on said premises, until September 1, 1910,

AND SAID TOWN AGREES:

That it will maintain said plant during said lease in as good repair, natural wear and depreciation excepted, as the same now is.

That it will operate said plant and furnish service to its consumers at rates not less than those now fixed by its Ordinances.

That it will pay to said Company as rental for said plant, beginning December 1, 1908, at which time said Town began to operate the same, until September 1, 1910, eighty per cent (80) of the net revenues of said plant; and provided that said net revenues shall be taken and held to be all of the revenues derived from said plant after deducting therefrom all moneys expended by said Town for fuel, for necessary repairs to

the plant which shall be taken to include oil, waste, etc. as well as actual repairs to the boiler, engine, generator and building; and said Town further agrees to charge to its general fund and credit to its electric light revenues One dollar and twenty-five cents (\$1.25) per month for each street light of thirty-two candle power now in use, and that may be hereinafter installed on the streets of said Town during said term.

This lease and agreement shall be held to apply to the operation of said plant since the first day of December, 1908.

Said Town shall pay said rentals as follows:

The rentals for the months of December 1908, and January, February and March 1909, on the first day of April 1909, and thereafter quarterly.

IN CONSIDERATION OF THE PREMISES SAID COMPANY AGREES:

That it will upon the signing and delivery of this instrument furnish to said Town a statement of all moneys expended in the construction of said plant, accompanied by vouchers showing such expenditures, together with an invoice of the plant; wherever said plant is referred to herein it shall be taken and held to mean and include the real property hereinbefore described, together with all improvements thereon.

That it will and hereby gives and grants unto said Town the exclusive right and option to purchase said plant at its actual cost, as shown by the attached inventory, at any time during said term, subject to the Deed of Trust securing said indebtedness.

That it will from and out of said rentals pay insurance premiums and taxes on said property, together with interest upon the indebtedness created to construct said plant.

That after paying the items mentioned in the last preceding paragraph it will apply the surplus of said rentals, if any, to the liquidation of its said indebtedness and that it will in the event the said Town exercises its option to purchase said plant during said term, credit the Town upon said purchase price with all amounts that may have been theretofore paid by it on its said indebtedness, and transfer to said Town title to said plant upon payment to it by the town of any said indebtedness then remaining unpaid.

Provided, also, that in the event said rentals liquidate all of said indebtedness, during said term, said Company will and it binds itself to transfer said plant to the Town without further consideration.

And said Company further agrees that in the event said rentals are sufficient, during said term, after paying insurance, taxes and interest to liquidate the indebtedness of six hundred ninety-seven dollars and thirty-five cents (\$697.35) due at this time, together with the five thousand

and dollars indebtedness due September 1, 1910, then this lease shall be extended a period of one year, upon the same terms herein contained and said option to purchase herein granted to the Town shall be extended on like terms for the same period.

Provided, also, that in the event the surplus rentals herein provided for shall not be sufficient to liquidate the indebtedness of five thousand dollars (\$5,000) due September 1, 1910, and the Town is for any reason at said time unable to exercise its option to purchase said plant, said option shall be thereby extended thereafter for a period of four months.

It is further understood and agreed that whenever said Company shall have one thousand dollars (\$1,000) in hand, from said rentals, after payment of interest, taxes and insurance premiums as hereinbefore specified, it shall use such sum to liquidate one thousand dollars (\$1,000) of its said indebtedness.

Said Company agrees to keep said plant insured during said entire term, for a sum not less than six thousand dollars.

In Witness Whereof said Company has caused this instrument to be signed in duplicate by its president, attested by its secretary, and its corporate seal hereto affixed; and said Town by a Resolution of its Board of Trustees duly and regularly adopted as provided by law, has caused this instrument to be signed by its mayor, attested by its clerk and recorder, and its corporate seal hereto affixed.

THE PAONIA ELECTRIC LIGHT AND POWER COMPANY,

ATTEST _____ Secretary.
By _____ President.
THE TOWN OF PAONIA,
ATTEST _____ Clerk and
Recorder.
By _____ Mayor.

Motion was made and duly seconded that the resolution be adopted and the Mayor and Recorder be and are hereby authorized and directed to execute the foregoing contract on behalf of the Town of Paonia. On roll call trustees Henn, McNaughton, Nelson, Olinger and Welborn voted aye. Carried.

Moved and seconded that the town accept the proposition of the users of the electric light line on the west side of the river known as the Beezley line, to pay the town \$100.00 and take over the line. The town to furnish the current through meter at town limits. Carried, all present voting aye.

The Finance committee presented the following bills:
Clinton Oliver, printing 500 warrants.....\$ 4.50

A. Campbell, lbr. elec. light line.	22.50
E. E. Hufty, freight on elec. supplies.....	11.00
Albert Sechrist; M'g. Co.....	38.59
E. E. Hufty, recorder's salary.	40.00
First National Bank, rent on safety deposit box.....	5.50
Western Elec. Co, supplies.....	7.20
Cline & Hufty, rent council chamber.....	10.00
Paonia Plumbing Co., making tap and supplies.....	5.10
Hockett & Edwards, livery service.....	3.00
W. R. Jewell, salary Elec. and Water Supt.....	95.00
Grant Heter, salary engineer elec. light plant.....	75.00
A. B. Campbell, lbr. elec. line..	27.50
J. H. Hill, salary as marshall.	48.00
W. F. Conline, coal for electric light plant.....	106.50
T. E. Shears, premium on policy No. 12680	80.00
R. Murray, collecting electric light bills.....	3.00
Paonia Elec. Light & Power Co., premiums on Policies No. 10452996, A 564360 and 58.	165.00

Moved and seconded that the bills be allowed and warrants ordered drawn on proper funds for the amounts. Carried.

Council then adjourned to meet on call of mayor.

E. J. MATHEWS, Mayor.
E. E. HUFTY, Clerk.

Wanted.

A few first class Real Estate Loans, optional payments on Town Residences, no delay, money on hand.

C. C. HAWKINS.

FOR SALE:—Twenty acres choice fruit land near Elberta, under fence; ten acres orchard twenty inches of perpetual water; \$6,000 on easy terms. Now is the time to take advantage of low prices as prices will double with the next crop.

L. D. McFADDEN.

Notice of Adjustment Day.

Estate of Susie C. Dorer Deceased.
The undersigned, having been appointed Administrator of the Estate of Susie C. Dorer, late of the County of Delta, in the State of Colorado, deceased, hereby gives notice that he will appear before the County Court of said Delta County, at the Court House in Delta, in said County, on Monday, the 15th day of March, A. D. 1909, at the hour of 1 o'clock P. M. of said day, at which time all persons having claims against said estate are notified and requested to attend for the purpose of having the same adjusted. All persons indebted to said estate are requested to make immediate payment to the undersigned.

Dated at Paonia, Colorado, this 8th day of February, A. D. 1909. F. E. MOORE, Administrator of the estate of Susie C. Dorer Deceased.

MERLE D. VINCENT, Attorney.
First Publication, Feb. 12, 1909.
Last Publication, March 12, 1909.

Application for Grazing Permits.

NOTICE is hereby given that all applications for permits to graze cattle and horses within the GUNNISON NATIONAL FOREST during the season of 1909, must be filed in my office at Gunnison, Colo., on or before March 2, 1909. Full information in regard to the grazing fees to be charged and blank forms to be used in making applications will be furnished upon request.

WM. R. KREUTZER, Supervisor.