

THIRD JUDICIAL DAY.

FRIDAY, DECEMBER 8th, 1905.

And it further appearing to the Court that the said R.C. Flass did pay to the Sheriff of Union County, Oregon, the sum of \$32.90 as required by the Court, taking the Sheriff's receipt therefor, but said lien was never cancelled on the Tax Sales Record by the County Clerk as required by the above order.

It is therefore CONSIDERED and ORDERED that the present Clerk of this Court be and he is hereby instructed to cancel the said lien upon the Tax Sales Record, showing that the same was cancelled November 8th, 1901.

In the Matter of publishing the delinquent tax list for the year 1904.

It appearing to the Court that now is the proper time for awarding the contract for publishing the delinquent tax list of Union County for the year 1904, and it further appearing to the Court that the "Eastern Oregon Republican" and the "Oregon Scout", weekly newspapers of general circulation, published within the County, have heretofore filed their bids for publishing said delinquent Tax list, said bids being as follows, to-wit:

"Eastern Oregon Republican" will publish the Delinquent Tax List for seven cents per line, single column, newspaper measure; set in nonpareil type, the same to appear for the full period of five consecutive issues.

"Oregon Scout will publish Delinquent Tax List, five consecutive issues, legal type, for five cents per line.

And it further appearing to the Court that the Oregon Scout has submitted the lowest and best bid for publishing said Delinquent Tax List,

It is therefore CONSIDERED and ORDERED that the contract be awarded to the "Oregon Scout".

In the Matter of the use of certain County Roads for Railroad purposes by the Central Railway of Oregon.

Now at this time this matter came before the Court upon the extent and terms and conditions upon which certain County Roads of Union County, Oregon, may be used and occupied for railway purposes; and it appearing to the Court that it is necessary and convenient in the location of railway lines in Union County, Oregon, as shown upon the maps on file in this office for a part of the public roads of this County to be used by the Central Railway of Oregon; and it appearing to the Court that the construction of railway lines in the County of Union to and from the points designated on said map, will be of great benefit to the people of the County and a public necessity, and the County Court being authorized to

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enter into an agreement with the corporation constructing the road upon the extent, terms, and conditions upon which the said County Road may be appropriated, used and occupied by said corporation by virtue of Section 5077 of Bellinger and Cotton's Annotated Codes and Statutes of Oregon; and the Court being fully advised in the premises:

It is hereby CONSIDERED and ORDERED that M.A. Harrison, County Judge, and J.M. Selder and Robert Blumenstein, Commissioner, or a majority of them, be and they are hereby authorized to enter into an agreement with the Central Railway of Oregon, a corporation, organized and existing under and pursuant to the laws of the State of Maine and which is authorized to engage in business within the State of Oregon, under and by virtue of the general laws of the State upon the extent and terms and conditions upon which the County Roads may be appropriated, or used or occupied by said corporation, and the said contract or agreement be in the following terms, words, and figures, to-wit

THIS AGREEMENT made and entered into this the 6th day of December, 1905, by and between the County Court of the State of Oregon for Union County, sitting as a Board of Commissioners for the transaction of County business, a party of the first part, and the Central Railway of Oregon, a corporation organized and existing under the laws of the State of Maine, party of the second part; WITNESSETH: That,

WHEREAS, the said party of the second part is about to enter upon the construction of certain railway lines in the Grande Ronde Valley, Union County, State of Oregon, and in the construction of said lines and in the operation thereof it will be necessary and convenient in the location of such lines for said company to occupy, build and operate its lines upon certain of the County roads of Union County, State of Oregon, and

WHEREAS, the party of the first part believes that said enterprise will be of great benefit and advantage to the citizens of said County, and is willing that said party of the second part should so use and occupy said County Roads as hereinafter described, and is willing to agree with the corporation constructing the same in pursuance of the provisions of Sec. 5077, Bellinger and Cotton's Annotated Code and Statutes of Oregon, upon the extent, terms and conditions upon which the party of the second part may appropriate, use or occupy said County roads for constructing and operating its railway thereon;

NOW, THEREFORE, in consideration of the premises and of the benefit accruing to the citizens and inhabitants of Union County, Oregon, it is hereby agreed by and between the parties hereto that the County roads which the party of the second part will appropriate, use or occupy in the construction and operation of its lines of railway should be as follows:--

Commencing at the quarter section corner on the South line of Sec. 12, T. 4, S. R. 39, E. W. M., Union County, Oregon; thence North one-half mile; thence West one-half mile; thence North one-half mile; thence West six miles, more or less to the West line of Sec. 1, T. 4, S. R. 38; also commencing at the south-west corner of Sec. 1, T. 4, S. R. 39 East; thence North three and one half miles to the quarter section corner on the west line of Sec. 24, T. 3, S. R. 39 East; also commencing at the center of Section

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25, T-2 S.R. 39 East, thence West seven and one-half miles to the quarter section corner on the West side of Sec. 26, T.2, S.R. 38, E.W.M.; thence southwesterly via Island City to La Grande; thence southeasterly to the intersection of the County road with the east line of section one T.4, S.R. 38, E.W.M., and from the corporate limits of Union on the west and "A" Street westerly to Union Station, a distance of about two and one-half miles, according to a map thereof and which is hereunto attached and made a part of this contract, it being the purpose of this contract to permit the use and occupancy in accordance with the above described lines of all practicable county roads in the construction of a belt of railway from the town of La Grande to Cove, Cove to Union, Union to Union Station, Union to Hot Lake, Hot Lake to La Grande, and from La Grande and Union to Elgin via Summerville; that said party of the second part shall commence work in laying out its said railway and the preliminary construction of the same within ten days from the date of this contract, and shall be completed from La Grande and Union to the Cove by the 1<sup>st</sup> of October, 1906, and that the entire line contemplated by the party of the second part, as shown on the map hereto attached, shall be completed within three years from this date.

That in the construction of said railway it shall, where following the County roads, be built along the side of said roads and in such manner so as not to interfere nor obstruct the ordinary traffic over said roads; that at all points where said roads intersect, or where the owners of land desire ingress or egress to their homes or farms, and it shall be necessary for traffic to pass over said railroad, crossings shall be made, planked, and proper signs shall be up warning people traveling the roads of such crossings. And where the roadway is obstructed or used a new wagon road shall be built in place thereof at the expense of the party of the second part or its successors.

That when said railway is being operated all trains shall give warning of their approach at such crossings by the ringing of a gong or the blowing of a whistle.

That, when any sufficient portion of said railway is constructed to warrant the operation of the same, then cars shall be run thereon for the accomodation of freight and passenger traffic with such frequency as the traffic will warrant, and so as to give a reasonable service to the inhabitants of the County along said line.

That the trains or cars run on said railway may be operated by either electricity, steam, gasoline, compressed air or other kind of mechanical power, as the party of the second part shall deem most advantageous, it being the understanding that when practicable the whole railway shall be equipped with electric power. The poles for carrying the wire for the transmission of electricity shall be set in a good, workmanlike manner, and so as to prevent the same from careening or falling and in such position as not to interfere with the use of the county roads by vehicles or pedestrians.

That at all road crossings the wire shall be placed at sufficient height to permit all ordinary traffic, such as is accustomed to use the Road in said county, to pass under said wires without interference

That all equipments of said road shall be of good quality and all motive power and cars shall be provided with proper modern appliances for the protection of the public

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and the safety and comfort of passengers; that when the lines of said road contemplated are constructed and completed a map of definite location shall be filed in the County Clerk's office of said Union County, and upon the filing of said map any county road above mentioned that has not been actually occupied by said company shall be released from the operation of this contract and freed from any easement hereby conferred.

It is further agreed by the parties hereto that the carrying out of this contract in accordance with the spirit of its provisions is a condition hereof, and that in the event that the said party of the second part shall fail to commence work in laying out, surveying, and constructing said road within the time herein specified, or shall fail to construct and complete the railway line within the time herein specified, and operate the same in accordance with the terms set forth herein, then the rights and privileges herein conferred shall be voidable, except in the event that the party of the second part is prevented from carrying out the terms hereof by strikes, panics, litigation, acts of God, or of the elements.

When the party of the second part equips the said railway with electric power and it shall be necessary to transmit electric currents for the production of power from any point to the said road or any portion thereof, then the party of the second part shall have the right and the privilege to erect poles and string wires thereon along any of the County Roads in said County over which it may be necessary to convey and transmit the electric current; all poles set along any county road for such purpose to be set in a safe and substantial manner and in such places as shall not interfere with the traffic on said roads; all wires to be properly insulated from the ground and to be placed and strung so as to permit the free use of said roads for all ordinary traffic thereon; this right also to include the right to erect poles and string wires in like manner for the transmission of electric current for the purpose of light or power or any other purpose, and for telephonic and telegraphic communication.

This contract shall be binding upon and may be carried out by the parties hereto, or their or either of their heirs, successors, or assigns, and is executed by said party of the first part under and by virtue of an order of said County Court duly made at a regular session of said County Court of the State of Oregon for Union County, on said 8th day of December, 1905, and duly entered in the journal of said Court in Volume \_\_\_\_\_ on page \_\_\_\_\_.

IN WITNESS WHEREOF the said members of said Court have hereunto set their hands and affixed the seal of said Court and the party of the second part, and have caused this agreement to be executed by its president and secretary, and its seal hereunto attached, under and by virtue of the power vested in said officers by a resolution of the Board of Directors of said Company on the \_\_\_\_\_ day of December, 1905.

CENTRAL RAILWAY OF OREGON.  
By \_\_\_\_\_ President.  
Attest: \_\_\_\_\_

\_\_\_\_\_  
Robert Blumenstein;  
J.M. Selder  
County Commissioners.

This Order was made on the 6th day of December, 1905, and is here now entered nunc pro tunc as of that date.

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MONDAY, JANUARY 6th, 1908.

NAME	OCCUPATION.	ADDRESS.
B.P. Burnett,	Farmer,	Starkey,
Thomas Loftus,	Farmer,	Starkey,
W.H. Briggs,	Farmer,	Starkey,
S.I. Benson,	Farmer,	Union.
George Baird,	Telephone Mgr.	Union.
E.G. Cameron,	Merchant,	Union,
A.J. Goodbrod,	Farmer,	Union.
J.A. Jones,	Capitalist,	Union,
Leon Levy,	Merchant,	Union.
E.S. Norris,	Farmer,	Union,
Elmer Swiger,	Farmer,	Union,
Thos. Wilkinson,	Farmer,	Union,
E.O. Zeek,	Lumberman,	Union,
Martin Rush,	Farmer,	Union,
J.S. Stoker,	Farmer,	Union.
J.B. Wolfe,	Carpenter,	Union,
S.M. Haynes,	Carpenter,	Union,
George Hudson,	Farmer,	Union,
Toney Hempe,	Farmer,	Union,
Frank Ross,	Farmer,	Union,
W.J. Townley,	Merchant,	Union,
S.D. Correy,	Merchant,	Union,
J.W. Minnick,	Farmer,	Union,
Wm. Haggerty,	Farmer,	Union,
B.W. Bates,	Farmer,	Union,
C.E. Davis,	Farmer,	Union,
W.B. Butterfield,	Liveryman,	Union.

In the Matter of the use of certain  
 County Roads for Railroad purposes  
 by the Central Improvement Company.

Now at this time this matter came before the Court upon the extent and terms and conditions upon which certain County Roads of Union County, Oregon, may be used and occupied for railway purposes; and it appearing to the Court that it is necessary and convenient in the location of railway lines in Union County, Oregon, as shown upon the maps on file in this office for a part of the public roads of this County to be used by the Central Improvement Company; and it appearing to the Court that the construction of railway lines in the County of Union to and from the points designated on said map, will be of great benefit to the

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people of the County and a public necessity, and the County Court being authorized to enter into an agreement with the corporation constructing the road upon the extent, terms and conditions upon which the said County Road may be appropriated, used and occupied by said corporation by virtue of Section 5077 of Bellinger and Cotton's Annotated Codes and Statutes of Oregon; and the Court being fully advised in the premises;

It is hereby CONSIDERED and ORDERED that J.C. Henry, County Judge, and J.M. Selder and Ben Brown, Commissioners, or a majority of them, be and they are hereby authorized to enter into an agreement with the Central Improvement Company, a corporation, organized and existing under and pursuant to the laws of the State of Oregon and which is authorized to engage in business within the State of Oregon, under and by virtue of the general laws of the said State upon the extent and terms and conditions upon which the County Roads may be appropriated, or used or occupied by said corporation, and the said contract or agreement be in the following terms, words and figures, to-wit:

THIS AGREEMENT made and entered into this 6th day of January, 1908, by and between the County Court of the State of Oregon for Union County, sitting as a Board of Commissioners for the transaction of County business, a party of the first part, and the Central Improvement Company, a corporation organized and existing under the laws of the State of Oregon, party of the second part; WITNESSETH; That

WHEREAS, the said party of the second part is about to enter upon the construction of certain railway lines in Union County, State of Oregon, and in the construction of said lines and in the operation thereof it will be necessary and convenient in the location of such lines for said Company to occupy, build and operate its lines upon, over or across certain of the County Roads of Union County, State of Oregon, and

WHEREAS, the party of the first part believes that said enterprise will be of great benefit and advantage to the citizens of said County, and is willing that said party of the second part should so use and occupy said County Roads as hereinafter described, and is willing to agree with the corporation constructing the same in pursuance of the provisions of Sec. 5077 Bellinger and Cotton's Annotated Code and Statute of Oregon, upon the extent, terms and conditions upon which the party of the second part may appropriate, use or occupy said County Roads for constructing and operating its railway thereon

NOW, THEREFORE, in consideration of the premises and of the benefit accruing to the citizens and inhabitants of Union County, Oregon, it is hereby agreed by and between the parties hereto that the County Roads which the party of the second part will appropriate, use or occupy in the construction and operation of its lines of railway should be as follows:

All that portion of the County Roads which may cross, intersect or be in common with a line commencing at or near the Eastern terminus of "A" Street in the City of Union and extending easterly and southeasterly up the Canyon of Catherine Creek a distance of twenty miles.

That said party of the second part, its successors and assigns, shall commence the work of laying out of said railway and the preliminary construction of the same

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within six months from the date of this contract and shall complete the same within a reasonable time thereafter, not exceeding two years.

That in the construction of said railway it shall, where following the County Roads, be built along the side of said roads and in such manner so as not to interfere nor obstruct the ordinary traffic over said roads; that all points where said roads shall intersect, or where the owners of land desire ingress or egress to their homes or farms, and it shall be necessary for traffic to pass over said railroad, crossings shall be made, planked and proper signs shall be up warning people traveling the roads of such crossings. And where the roadway is obstructed or used a new wagon road shall be built in place thereof at the expense of the second party or its successors to the satisfaction of the County Court.

That when said railway is being operated all trains shall give warning of their approach at such crossings by the ringing of a gong or the blowing of a whistle.

That, when any sufficient portion of said railway is constructed to warrant the operation of the same, then cars shall be run thereon for the accomodation of freight and passenger traffic with such frequency as the traffic will warrant, and so as to give a reasonable service to the inhabitants of the County along said line.

That the trains or cars on said railway may be operated by either electricity, steam, gasoline, compressed air or other kind or mechanical power, as the party of the second part shall deem most advantageous, it being the understanding that when practicable the whole railway shall be equipped with electric power. The poles for carrying the wire for the transmission of electricity shall be set in a good workmanlike manner, and so as to prevent the same from careening or falling and in such position as not to interfere with the use of the County Roads by vehicles or pedestrains.

That at all road crossings the wire shall be placed at sufficient height, not less than thirty five feet in heighth, to permittall ordinary traffic, such as is accustomed to use the road in said county, to pass under said wires without interference.

That all equipments of said road shall be of good quality and all motive power and cars shall be provided with proper modern appliances for the protection of the public and the safety and comfort of passengers; that when the lines of the said road contemplated are constructed and completed a map of definite location shall be filed in the County Clerk's Office of said Union County, and upon the filing of said map any county road above mentioned that has not actually occupied by said company shall be released from the operation of this contract and freed from any easement hereby conferred. Said railraod shall be a standard gauge line.

It is further agreed by the parties hereto that the carrying out of this contract in accordance with the spirit of its provisions is a condition hereof, and that in the event that the said party of the second part shall fail to commence work in laying out, surveying and constructing said road within the time herein specified; or shall fail to construct and complete the railway line within the time herein specified and operate the same in accordance with the terms set forth herein, then the rights and privileges herein conferred shall be voidable, except in the event that the party of the second part is prevented from carrying

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within six months from the date of this contract and shall complete the same within a reasonable time thereafter, not exceeding two years.

That in the construction of said railway it shall, where following the County Roads, be built along the side of said roads and in such manner so as not to interfere nor obstruct the ordinary traffic over said roads; that all points where said roads shall intersect, or where the owners of land desire ingress or egress to their homes or farms, and it shall be necessary for traffic to pass over said railroad, crossings shall be made, planked and proper signs shall be up warning people traveling the roads of such crossings. And where the roadway is obstructed or used a new wagon road shall be built in place thereof at the expense of the second party or its successors to the satisfaction of the County Court.

That when said railway is being operated all trains shall give warning of their approach at such crossings by the ringing of a gong or the blowing of a whistle.

That, when any sufficient portion of said railway is constructed to warrant the operation of the same, then cars shall be run thereon for the accomodation of freight and passenger traffic with such frequency as the traffic will warrant, and so as to give a reasonable service to the inhabitants of the County along said line.

That the trains or cars on said railway may be operated by either electricity, steam, gasoline, compressed air or other kind or mechanical power, as the party of the second part shall deem most advantageous, it being the understanding that when practicable the whole railway shall be equipped with electric power. The poles for carrying the wire for the transmission of electricity shall be set in a good workmanlike manner, and so as to prevent the same from careening or falling and in such position as not to interfere with the use of the County Roads by vehicles or pedestrians.

That at all road crossings the wire shall be placed at sufficient height, not less than thirty five feet in heighth, to permittall ordinary traffic, such as is accustomed to use the road in said county, to pass under said wires without interference.

That all equipments of said road shall be of good quality and all motive power and cars shall be provided with proper modern appliances for the protection of the public and the safety and comfort of passengers; that when the lines of the said road contemplated are constructed and completed a map of definite location shall be filed in the County Clerk's Office of said Union County, and upon the filing of said map any county road above mentioned that has not actually occupied by said company shall be released from the operation of this contract and freed from any easement hereby conferred. Said railraad shall be a standard gauge line.

It is further agreed by the parties hereto that the carrying out of this contract in accordance with the spirit of its provisions is a condition hereof, and that in the event that the said party of the second part shall fail to commence work in laying out, surveying and constructing said road within the time herein specified; or shall fail to construct and complete the railway line within the time herein specified and operate the same in accordance with the terms set forth herein, then the rights and privileges herein conferred shall be voidable, except in the event that the party of the second part is prevented from carrying



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out the terms hereof by strikes, panics, litigation, acts of God or of the elements.

When the party of the second part equips the said railway with electric power and it shall be necessary to transmit electric currents for the production of power from any point to the said road or any portion thereof then the party of the second part shall have the right and the privilege to erect poles and string wires thereon along any of the County Roads in said County over which it may be necessary to convey and transmit the electric current; all poles set along any County road for such purpose to be set in a safe and substantial manner and in such places as shall not interfere with the traffic on said roads; all wires to be properly insulated from the ground and to be placed and strung so as to permit the free use of said roads for all ordinary traffic thereon; this right also to include the right to erect poles and string wires in like manner for the transmission of electric current for the purpose of light or power or any other purposes and for telephonic and telegraphic communication.

This contract shall be binding upon and may be carried out by the parties hereto or their \_\_\_\_\_ or either of their heirs, successors, or assigns and is executed by said party of the first part under and by virtue of an order of said County Court duly made at a regular session of said County Court of the State of Oregon for Union County, on the 6th day of January, 1908, and duly entered in the Journal of said Court in Volume \_\_\_\_\_ on page \_\_\_\_\_.

IN WITNESS WHEREOF the said members of said Court have hereunto set their hands and affixed the seal of said Court and the party of the second part, and have caused this agreement to be executed by its President and Secretary, and its seal hereunto attached, under and by virtue of the power vested on said officers by a resolution of the Board of Directors of said Company on the 6th day of January, 1908.

(Signed) J. C. Henry, County Judge.

J. M. Selder

Ben Brown, County Commissioners

CENTRAL IMPROVEMENT COMPANY,

By T.W. Davidson, President.

ATTEST: By C.E. Cochran, Secretary.

In the Matter of the Application of Herman Wilson, an Indigent Soldier, for Railroad Fare from La Grande to Roseburg, Oregon.

Now at this time this matter came on to be heard upon the application of Herman Wilson for an allowance by this Court from the Indigent Soldiers' Fund, for the purchase of a railroad ticket from La Grande to Roseburg, Oregon, and it appearing that the said Herman Wilson is an Indigent Soldier and is without means and desires to return to Roseburg for the purpose of entering the Soldiers' Home, and the Court believing that