THE SECRETARY OF THE INTERIOR
WASHINGTON

OCT 27 1923

Mr. William L. Finley,
Naturalist and Lecturer,
Jennings Lodge, Oregon.

My dear Mr. Finley:

I have your letter of Oct. 18, 1923 protesting against the drying up of the water in Lower Klamath Lake, which was set aside by executive proclamation of President Roosevelt as a bird reservation, and requesting certain information relative to the approximate amount of land brought under cultivation and what crops are raised thereon.

It will be necessary to investigate this subject further before a detailed reply may be furnished, which you will receive as soon as practicable after I obtain the information.

Sincerely yours,

E. C. Finney

First Assistant Secretary.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Klamath Falls, Oregon, November 10, 1925.

Mr. William L. Finley,
Jennings Lodge, Oregon.

Dear Mr. Finley:

Reference is made to my letter of October 5, stating that as soon as I had information I would write you about the crop yields on Lower Klamath Lake lands.

Yesterday Mr. Motschenbacher, President of the Klamath Drainage District, called at the office and stated that the day before he had finished hauling the last of his grain which was now all under cover. He reported that on a net area of 378 acres the yield was 8,647 sacks of rye. The average was almost 23 sacks of rye to the acre, or just about 46 bushels to the acres. Mr. Motschenbacher was not able to cut the grain as early in the season as it should have been cut. The result was that considerable was lodged or was lost by being shattered. It was Mr. Motschenbacher's opinion that if the grain could have been cut at the proper time the average yield would have been not less than 25 sacks per acre or say 50 bushels.

A Chinaman named Mr. Chin Lung reported 1522 sacks of rye from 150 acres. A Mr. Lane reported a yield of 6,100 sacks of rye from 450 acres. It has been reported that Mr. Lane, and possibly also Mr. Chin Lung, allege their crops were damaged by sheep and they have initiated action for damage against the alleged trespasser.

Other areas were sown to grain and some was planted in various crops for experimental purposes. In some cases these crops did not amount to much.

With reference to the areas sown in the bed of the lake, I believe in every case the crop was grazed off by sheep so I am unable to make any statement of the yield. I know that

a fair growth was obtained on about 300 acres of barley and oats as I saw this a short time before it was ripe and before it had been damaged by grazing.

Mr. Motschenbacher stated that the grain left in the field afforded plenty of food for the ducks which in large numbers occupied the straits and other submerged areas.

Very truly yours,

Herbert D. Newell

Superintendent.

Department of the Interior
BUREAU OF RECLAMATION
Klamath Falls, Oregon

KLAMATH FALLS, OREGON
NOV 10
12 - M
1925

CRATER LAKE
NATIONAL
— PARK
KLAM
COU
ORE

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300

Mr. Fred Wilson

Mr. William L. Finley,
Jennings Lodge,
Oregon.

U. S. DEPARTMENT OF AGRICULTURE
Office of Information
Press Service

Release - Immediate.

November 5, 1927.

REFLOODING OF LOWER KLAMATH LAKE HELD IMPRACTICABLE

It has long been the hope of conservationists that some arrangement might be made by which a program could be undertaken for reflooding Lower Klamath Lake, which was at one time a splendid waterfowl breeding and feeding ground, lying partly in southern Oregon and partly in northern California. By reason of the use of the water of Klamath River in recent years for irrigation of agricultural lands and also for power, water has been lacking to keep the marshes of Lower Klamath Lake habitable for waterfowl.

A study was made this year by L. T. Jessup, an irrigation engineer assigned by the Bureau of Public Roads to the Biological Survey, of the United States Department of Agriculture, to determine the practicability of a reflooding program. At a conference held in Klamath Falls, Oreg., on September 27 and 28, by Paul G. Redington, chief of the Biological Survey, with representatives of the California and Oregon Game commissions, the report of the engineer was rendered. The many obstacles that preclude further consideration of the project were there brought out.

In the first place, the full supply of water from the Klamath River is needed for existing and projected irrigation plans and for power use. In the second place, legislation of the States of Oregon and California, which ceded the lands involved to the Federal Government for use as a reclamation project, stipulated that the water should be used for irrigation purposes. In the third place, even if water were available, it is held that the reflooding of Lower Klamath Lake would be detrimental to agriculture in the immediate region, and the cost of necessary project works, such as dikes and pumping plants, and the purchase of privately owned lands, would run into a very large figure.

At the conference held in Klamath Falls it was decided to drop consideration of the reflooding program in the Lower Klamath region and to concentrate the efforts of sportsmen and others interested throughout the country on the

restoration work to be done on the Bear River Marshes, at the northern end of Great Salt Lake, in Utah. Here it is possible by diking to establish large areas of fresh water, which when completed will not only furnish breeding and feeding grounds for a very large number of waterfowl but will operate to decrease the mortality that has been so serious among the birds for many years.

The Chief of the Biological Survey, in commenting on this general situation, stated that the news of the abandonment of the Lower Klamath Lake project would be disappointing to many sportsmen and conservationists of the country who had banked on the reestablishment of an important waterfowl concentration area there. Continuing, Mr. Redington said, "I am very sorry to be the harbinger of this bad news, since I am well aware of the great interest displayed by thousands of sportsmen and bird lovers in the project, but the obstacles to reflooding Lower Klamath Lake appear to be of an insuperable nature. Copies of the engineer's report on the project are to be given to many of the organizations that have been behind this project, and it is my opinion that after reading the report their judgment as to the unfeasibility of the project will coincide with the judgment of the Oregon and California fish and game commissions and with that of the Biological Survey.

"We are daily expecting the report of our engineer who has been working for the past few months on a plan to construct additional dikes on the Bear River Marshes in Utah. We know that this sort of restoration work is entirely possible since the State Fish and Game Commissioner of Utah, Mr. Madsen, and certain duck clubs owning land on the Bear River Marshes have already by diking established such areas.

"The State of Utah has by legislation consented to the establishment of a Federal project, which, when completed, will comprehend more than 100 square miles of fresh-water marshland territory for wild fowl, and it is our hope that this project may be consummated in the near future. Valuable not alone as a breeding ground but for feeding and resting, it is as important a concentration area as any that can be found throughout the United States, and it is imperative that action be had to remedy the conditions that for the past decade or so have caused such a heavy mortality of the ducks and other waterfowl in the lines of the great western migration."

Mr. Redington further stated that the engineering examinations of the Bear River Marshes in Utah and the Lower Klamath and Malheur Lakes in California and Oregon would not have been possible but for the generosity of western sportsmen, who raised a fund of more than $6,000, which permitted the Biological Survey to obtain the services of competent engineers.

# # #

325-28

Klamath.

September 3, 1930.

Secretary of the Interior,
Washington, D. C.

Dear Sir:

Sometime ago, the Reclamation Service entered into a contract with the Klamath Drainage District to take over the bed of Lower Klamath Lake and the land surrounding. They were to make certain payments to the Government.

Will you kindly let me know whether these annual payments have been kept up to date? Also, if the amount has been paid in up to the present time.

Very truly yours,

WLF:EMC

Klamath

ADDRESS ALL COMMUNICATIONS TO
THE COMMISSIONER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

OFFICE OF THE COMMISSIONER

no ans

SEP 12 1930

Mr. William L. Finley,

Jennings Lodge, Oregon.

Dear Sir:

Your letter of September 3, 1930, addressed to the Secretary of the Interior, has been referred to this bureau for reply.

Under the original contract of 1917 with the Klamath Drainage District which provides for the lowering of the waters in Lower Klamath Lake and under which the district is obligated to pay a total charge of $93,787.03, there has been paid to date $41,594.47. All instalments due to date have been paid by the district.

Under the contract of August 24, 1921, providing for the furnishing of a water supply for the lands of the district at a cost to the district of $50,000, there has been paid to date $15,250.00. All instalments due to date have been paid.

Very truly yours,

R. J. Newell

Acting Commissioner.

C O P Y

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Washington

Chief, Bureau of Biological Survey,
Department of Agriculture,
Washington, D. C.

Dear Sir:

In reply to your letter of January 31, 1934, regarding restoration of Lower Klamath Lake, I am pleased to advise that at this time the Klamath Drainage District is not delinquent in the payment of any charge due the United States.

Very truly yours,

S/ Elwood Mead

Commissioner.

C O P Y

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

January 30, 1926.

MEMORANDUM FOR THE SECRETARY OF THE INTERIOR.

In her letter of January 23, 1926, Mrs. Kahn requests information relative to the circumstances that led to the draining of Lower Klamath Lake in Oregon and California, and the prospects of reflooding it as urged in numerous letters she has received.

In 1917, the United States entered into a contract with the Klamath Drainage District, organized under the laws of the State of Oregon, for the purpose of reclaiming by drainage, evaporation and irrigation about 27,000 acres of land within or adjacent to Lower Klamath Lake. Under this contract, the District agrees to repay over a period of years to the United States the sum of $104,898.15, representing past expenditures in connection with the Klamath irrigation project and the District lands upon works the benefit of which would be utilized by the District. The United States agrees to close the gates in the embankment previously constructed to cut off from the late the waters of Klamath River, and to keep these gates closed during the continuance of the contract.

It is provided, however, that should the reclamation of the District lands prove impracticable or be not accomplished in reasonable compliance with the provisions of the contract, and should it be deemed necessary or desirable by the United States for the purpose of reclaiming or best utilizing the public lands within the marsh to flood or overflow same and to that end to open or regulate the gates, then any claim to damage from flooding

of District lands is waived.

Pursuant to this contract, the District made the initial payment required thereunder of $23,500 and has kept up the annual installments since that time. It has also proceeded with the reclamation of its lands to an extent that any court would undoubtedly hold as constituting reasonable compliance with the contract terms, and has repeatedly advised us of its intention to continue with this reclamation.

In order to secure authoritative information on the present conditions and prospects for future development of this area, the questions involved were referred last summer to a committee of experts consisting of Macy H. Lapham, Associate Soil Technologist, U.S. Department of Agriculture, W.L. Powers, Soil Specialist, Oregon Experiment Station, and Charles F. Shaw, Soil Technologist, California Experiment Station, who made a careful study and report with reference to the lands involved which are in the vicinity of our Klamath project, Oregon-California.

This report states that the lands in the lake bed itself are of little agricultural value, but that the tule lands on the north and west sides of the lake will probably warrant the cost of reclamation. The lands of the Klamath Drainage District are being developed with reasonable assurance of success where they comprise peat soils but with probability of failure in the bed of the lake.

It was therefore proposed in the report that a portion of these lake bed lands be reflooded, in order to provide a bird refuge. This would require for the protection of the productive portion of the area the construction os some ten miles of levee, funds for which are not available, besides which it

appears that the right to drain the lake was originally granted the United States in order that the land could be used for Agricultural purposes. It is therefore claimed by interested parties that under this grant the United States has no right to flood the lake for some other purpose. These obstacles are in addition to the objections to such a step which would undoubtedly be interposed by the Klamath Drainage District under their Contract above referred to. The entire matter has been referred to the Bureau of Biological Survey of the Department of Agriculture, which may be able to furnish Mrs. Kahn with additional information.

(Sgd.) Elwood Mead

Commissioner.

April 6, 1934

Commissioner of Reclamation
Department of the Interior
Washington, D. C.

Dear Sir:

Several years ago I had some correspondence with you regarding the Klamath Drainage District. I have a copy of the agreement of November 30, 1917, between your Department and the Klamath Drainage District. According to this contract, the District was to pay $104,898.15, of which $23,500.00 was paid on the execution of the contract and the balance to be in annual payments, the last of which was due December 1, 1936.

Will you kindly let me know the number of payments that have been made and the amount that is now over due the government, including the interest.

I have a letter from your Office of September 12, 1930, regarding another contract of August 24, 1921, providing for the furnishing of the water supply for the lands of the District at a cost to the District of $50,000.00. Have the installments been paid covering this contract?

Very truly yours,

WLF-PP

April 6, 1934

Mr. W. B. Bell
Biological Survey
Washington, D. C.

Dear Mr. Bell:

I had a letter from you on January 31, LA-Oregon, Klamath Drainage District, saying that on December 31, 1931, the amount due to the government from this District exclusive of interest, was $208,291.00.

Will you kindly let me know the status of the Klamath Drainage District to date, that is, the amount they are in arrears to the government.

I have a copy of the agreement made on November 30, 1917, between the Reclamation Service and the Klamath Drainage District. This provides for the payment of $104,896.15 in yearly installments, the last due December 1, 1936. Will you please check up and see how far in arrears the District is as far as this amount is concerned.

There was a contract of August 24, 1921, providing for the furnishing of water supply for the lands of the District at a cost of $50,000.00. What is due the government on this amount? Have the payments been kept up?

Sincerely yours,

WLF-PF

C O P Y

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

January 30, 1926.

MEMORANDUM FOR THE SECRETARY OF THE INTERIOR.

In her letter of January 23, 1926, Mrs. Kahn requests information relative to the circumstances that led to the draining of Lower Klamath Lake in Oregon and California, and the prospects of reflooding it as urged in numerous letters she has received.

In 1917, the United States entered into a contract with the Klamath Drainage District, organized under the laws of the State of Oregon, for the purpose of reclaiming by drainage, evaporation and irrigation about 27,000 acres of land within or adjacent to Lower Klamath Lake. Under this contract, the District agrees to repay over a period of years to the United States the sum of $104,898.15, representing past expenditures in connection with the Klamath irrigation project and the District lands upon works the benefit of which would be utilized by the District. The United States agrees to close the gates in the embankment previously constructed to cut off from the late the waters of Klamath River, and to keep these gates closed during the continuance of the contract.

It is provided, however, that should the reclamation of the District lands prove impracticable or be not accomplished in reasonable compliance with the provisions of the contract, and should it be deemed necessary or desirable by the United States for the purpose of reclaiming or best utilizing the public lands within the marsh to flood or overflow same and to that end to open or regulate the gates, then any claim to damage from flooding

of District lands is waived.

Pursuant to this contract, the District made the initial payment required thereunder of $23,500 and has kept up the annual installments since that time. It has also proceeded with the reclamation of its lands to an extent that any court would undoubtedly hold as constituting reasonable compliance with the contract terms, and has repeatedly advised us of its intention to continue with this reclamation.

In order to secure authoritative information on the present conditions and prospects for future development of this area, the questions involved were referred last summer to a committee of experts consisting of Macy H. Lapham, Associate Soil Technologist, U.S. Department of Agriculture, W.L.Powers, Soil Specialist, Oregon Experiment Station, and Charles F. Shaw, Soil Technologist, California Experiment Station, who made a careful study and report with reference to the lands involved which are in the vicinity of our Klamath project, Oregon-California.

This report states that the lands in the lake bed itself are of little agricultural value, but that the tule lands on the north and west sides of the lake will probably warrant the cost of reclamation. The lands of the Klamath Drainage District are being developed with reasonable assurance of success where they comprise peat soils but with probability of failure in the bed of the lake.

It was therefore proposed in the report that a portion of these lake bed lands be reflooded, in order to provide a bird refuge. This would require for the protection of the productive portion of the area the construction os some ten miles of levee, funds for which are not available, besides which it

appears that the right to drain the lake was originally granted the United States in order that the land could be used for Agricultural purposes. It is therefore claimed by interested parties that under this grant the United States has no right to flood the lake for some other purpose. These obstacles are in addition to the objections to such a step which would undoubtedly be interposed by the Klamath Drainage District under their Contract above referred to. The entire matter has been referred to the Bureau of Biological Survey of the Department of Agriculture, which may be able to furnish Mrs. Kahn with additional information.

(Sgd.) Elwood Mead

Commissioner.

THIS AGREEMENT, made and entered into this 30th day of November, 1917, in pursuance of the Act of Congress of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, acting in this behalf by J. B. Bond, Project Manager, U. S. Reclamation Service, thereunto duly authorized, and the Klamath Drainage District, a public corporation duly organized and existing under the laws of the State of Oregon, with its principal place of business at Klamath Falls, Oregon, hereinafter styled the District.

WITNESSETH: That

WHEREAS the District proposes to reclaim by a process of drainage, evaporation and irrigation all of the lands within said district consisting of approximately 27,000 acres and being a part of the marsh or swamp lands lying within or adjacent to what is generally known as Lower Klamath Lake in Klamath County, Oregon, and Siskiyou County, California, east of the right of way of the California Northeastern Railway as it crosses said marsh or swamp lands, including a total area of approximately 54,000 acres; and

WHEREAS said Lower Klamath Lake is at certain seasons of the year fed with water from the Klamath River through a certain water way or channel known and herein designated as Klamath Strait, which passes under said railroad and through its embankment by means of an opening or culvert, which said opening or culvert has been so constructed as to permit the placing of gates therein for the purpose of controlling the flow of water through the same; and

WHEREAS THE METHOD OF RECLAMATION PROPOSED BY SAID District contemplates the closing of the gates in said Klamath Strait so as to exclude or control the further flow of water from the Klamath River into said Lower Klamath Lake and thereby to facilitate the reclamation of the lands mentioned; and

WHEREAS there are certain owners of marsh or swamp lands within or bordering on said Lower Klamath Lake who claim or may claim to have certain rights in or to the waters of said lake either as riparian owners or as appropriators of water therefrom, and particularly the Van Brimmer Ditch Company, which has or claims to have a vested water right in said lake of fifty (50) second feet, which is now, and for many years has been, according to said Company's claim, used for the irrigation of lands under its irrigation system, which rights may be affected by the lowering of the water level of said lake by the closing of the gates in said Klamath Strait, and all of which possible rights or claims must be taken into consideration in connection with the proposal to close the gates aforesaid; and

WHEREAS it is economically practicable to supply the said Van Brimmer Ditch Company the quantity of water necessary for the proper irrigation of the lands under and irrigable through its system from the Government's irrigation system known as the Klamath Project in lieu of the supply heretofore had and used by said Company from Lower Klamath Lake by adapting the distribution system of the Klamath Project to such a plan; and

WHEREAS the United States has heretofore expended sums of money, aggregating $283,225.00, in making investigations as to the practicability and desirability of reclaiming said marsh or swamp lands and in the building of irrigation works for the storage, diversion, development and drainage of waters lying, being and flowing in and about said Klamath Project looking toward such reclamation and to the closing of Klamath Strait in connection therewith, and the United States has not been reimbursed for said expenditures or any part thereof, and

WHEREAS the district, in furtherance of its purpose to

accomplish the reclamation of its lands, as aforesaid, desires the United States to close or operate the gates in the said Klamath Strait so as to prevent or regulate the further flow of the waters of the Klamath River on to said lands or into Lower Klamath Lake;

NOW, THEREFORE, in consideration of the premises and of the promises and covenants herein contained to be kept and performed, it is mutually covenanted and agreed between the parties hereto as follows:

1. The District agrees to deliver to the United States, simultaneously with the execution of this contract, duly executed waivers, in form satisfactory to the United States, from all riparian owners of lands in Oregon bordering on said Lower Klamath Lake, waiving claim or claims for any and all damages resulting or that may result, or be claimed to have resulted, to said lands, or to their owners, their heirs or assigns, by reason of said gates in Klamath Strait being closed. Waivers similar in purpose and form shall also be secured by the District from the said Van Brimmer Ditch Company and delivered to the United States as hereinabove provided, together with a similar waiver executed by and on behalf of the District, all of which said waivers shall be recorded by and at the expense of the District within the County in which the respective lands lie.

2. It is understood and agreed that should the reclamation of said district lands in the manner herein contemplated prove impracticable or be not accomplished in reasonable compliance with the provisions hereof or interfere with the proper reclamation or use of public lands and it should be deemed by the United States necessary or desirable for the purpose of reclaiming or best utilizing the public lands within said marsh or swamp land area, as contemplated by the Oregon Act of January 20, 1905 (General Laws of Oregon, 1905, p. 63), and the California Act of February 3, 1905 (California Statutes, 1905,

p. 4), to flood or overflow the same and to that end to open or regulate the gates in said Klamath Strait, the District will release and hereby does release and waive any and all claim for damages against the United States resulting, or that may be claimed to have resulted, to district lands by reason of their being returned on account of the opening of said gates to their normal condition as of the date hereof, or otherwise, it being the intention hereof that the District shall project and save harmless the United States against claims of any kind which may arise from owners of or claimants to district lands on account of the execution of this agreement.

3. The District covenants, promises and agrees to pay to the United States, through the proper officer thereof duly designated to receive such payment, simultaneously with the execution of this contract, the sum of Twenty-three Thousand Five Hundred Dollars $23,500.00) in cash, to cover the cost incurred or that may be incurred by the United States in adapting the distribution system of the Klamath Project for the delivery of a water supply of fifty (50) second feet each season to the Van Brimmer Ditch Company in lieu of its present water right in that quantity in Lower Klamath Lake.

4. It is understood and agreed that the fifty (50) second feet of water to be furnished the Van Brimmer Ditch Company from the Klamath Project as hereinabove provided for shall be delivered by the United States to the Van Brimmer Ditch Company at the point where the canal known as the "South Branch Canal" of the Klamath Project intersects the canal known as the "North Lateral" of the system of the Van Brimmer Ditch Company, said point of intersection being near the northwest corner of the NE1/4 of Sec. 3, T. 41 S., R. 10 E., W. M., and that the United States will construct and install one turn-out on each side of said "South Branch Canal" at said point of

intersection for delivery of water to said Company, said turn-outs to be and remain the property of the United States, its successors and assigns, and subject to operation and control exclusively by them.

5. It is further understood and agreed that for the purposes of this agreement the irrigation season during which water shall be furnished to the Van Brimmer Ditch Company as herein provided for shall be considered as extending from May first to October fifteenth, inclusive, of each year; provided that at the option of the United States water may be delivered to said company as early as April fifteenth in any year, upon written request to the United States by the duly authorized representative of the Company.

6. The District covenants, promises and agrees to assume and pay, and to that end hereby binds itself, its lands and property of every character, that proportion of the total expenditures heretofore made or to be made by or on behalf of the United States in connection with the proposed reclamation of Lower Klamath Lake marsh or swamp lands, including the $23,500 named in paragraph 3 hereof and an additional sum of $30,000 (being an agreed capitalization of the annual charges for the operation and maintenance of the canals and structures necessary for the delivery of the above mentioned fifty (50) second feet of water to the Van Brimmer Ditch Company), herein agreed to be $283,225, that the total acreage of private or patented land included in said District, estimated as 20,000 acres, bears to the total acreage of said marsh or swamp lands within or marginal to Lower Klamath Lake, estimated at 54,000 acres, being 20/54 of $283,225, or the sum of $104,898.15, which said sum shall be paid to the United States, its successors or assigns, as follows:

23,500.00	on the execution of this contract	
2,777.78	on December 1,	1918
2,777.78	" " "	1919
2,777.78	" " "	1920
2,777.78	" " "	1921
4,636.03	" " "	1926
6,565.10	" " "	1927
6,565.10	" " "	1928
6,565.10	" " "	1929
6,565.10	" " "	1930
6,565.10	" " "	1931
6,565.10	" " "	1932
6,565.10	" " "	1933
6,565.10	" " "	1934
6,565.10	" " "	1935
6,565.10	" " "	1936

The District also agrees to pay interest at the rate of eight per cent (8 per cent) per annum from the due date until paid on any and all payments accruing under the terms hereof and not paid when due. If it is ultimately determined that the total area of private or patented lands within the District exceeds 20,000 acres, as estimated at the date hereof, then the District agrees to pay upon such excess area at the same rate per acre as it hereby fixed for said 20,000 acres, such payment to be made with the final annual installment hereunder.

7. The United States covenants and agrees that upon the delivery to it by the District of the waivers against claims for damages as hereinabove provided and the payment by the District of the sum of Twenty-three Thousand Five Hundred Dollars ($23,500), and upon the execution and approval of this contract the United States will cause the gates in said Klamath Strait to be closed and to be kept closed, except as herein otherwise provided, during the continuance of this contract, barring acts of God and unavoidable accidents beyond the control of the United States; provided that the material and labor necessary for the closing thereof shall be provided by and at the expense of said District, the same to be installed under the direction of the Project Manager; provided

further that the United States shall have and retain the right to open said gates at the times and in the manner prescribed and contemplated by paragraph 2 hereof free from claim or claims for damages by reason thereof; and provided further that should it at any time become advisable or necessary in the judgment of the District to convey water through said gates in connection with the reclamation of its lands the control of said gates shall in such case be under regulations prescribed by the United States.

8. It is further understood and agreed that the absolute and complete control of said gates in Klamath Strait shall be and remain in the United States until full and complete payment to the United States has been made of the same sum of $233,325, with any accrued interest, whereupon control thereof may be surrendered by the United States upon such terms and conditions as may be mutually agreed upon by the United States and the occupants and owners of a majority of said 54,000 acres as herein designated.

9. It is further understood and agreed that the United States shall not be obligated to construct any portion of the system required for the irrigation or drainage of said, or any, marsh or swamp lands, nor to operate or maintain such works, nor to expend any further sums toward the reclamation of said marsh or swamp lands, nor does the United States assume any responsibility for the success of their reclamation.

10. This contract shall be binding on the parties hereto only upon the approval hereof by the Director of the United States Reclamation Service.

11. No interest in this agreement shall be transferred by the District to any other party without the written consent of the United States, and any such transfer shall cause annulment of the

contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

12. No Member of or Delegate to Congress, or Resident Commissioner after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

13. IN WITNESS WHEREOF this instrument has been executed on behalf of the Klamath Drainage District by its duly elected, qualified and acting President and Secretary, respectively, thereunto duly authorized by resolution of its board of directors dated November 13, 1917, a certified copy of which is hereto attached, and on behalf of the UNITED STATES OF AMERICA by its duly authorized officer the day and year first above written.

Signed, sealed and delivered in the presence of us as witnesses:

UNITED STATES OF AMERICA

_____

By_____

_____

Klamath Drainage District

_____

By_____
President

_____

By_____
Secretary

State of Oregon)
) ss.
County of Klamath)

THIS CERTIFIES that on this _____ day of _____, 1917, before me, the undersigned, _____, a Notary Public in and for said County and State, personally appeared the within named _____ and _____, President and Secretary, respectively, of the within named Klamath Drainage District, a corporation, and they being known to me to be such officers and the identical persons described in and who executed the within instrument for and on behalf of the said corporation, and said corporation being known to me to be the identical corporation for and on whose behalf the said instrument was executed, and said _____ and _____ did then and there acknowledge to me that they did as such officers as in this certificate described execute the said instrument as and for the act and deed of said corporation in whose name and behalf they executed said instrument, and affixed thereto the corporate seal of said corporation, under authority in them vested by the Board of Directors of said corporation.

WITNESS my hand and Notarial seal the day and year last aforesaid.

_____
Notary Public for Oregon.

My commission expires _____

(Seal).

State of Oregon)
(ss.
County of Klamath)

THIS CERTIFIES that on this _____ day of _____, 1917, before me, the undersigned, _____, a Notary Public in and for said County and State, personally appeared the within named _____ and _____, President and Secretary, respectively, of the within named Klamath Drainage District, a corporation, and they being known to me to be such officers and the identical persons described in and who executed the within instrument for and on behalf of the said corporation, and said corporation being known to me to be the identical corporation for and on whose behalf the said instrument was executed, and said _____ and _____ did then and there acknowledge to me that they did as such officers as in this certificate described execute the said instrument as and for the act and deed of said corporation in whose name and behalf they executed said instrument, and affixed thereto the corporate seal of said copporation, under authority in them vested by the Board of Directors of said corporation.

WITNESS my hand and Notarial seal the day and year last aforesaid.

_____
Notary Public for Oregon.

My commission expires _____

(Seal).

THIS AGREEMENT, made and entered into this 30th day of November, 1917, in pursuance of the Act of Congress of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, acting in this behalf by J. B. Bond, Project Manager, U. S. Reclamation Service, thereunto duly authorized, and the Klamath Drainage District, a public corporation duly organized and existing under the laws of the State of Oregon, with its principal place of business at Klamath Falls, Oregon, hereinafter styled the District.

WITNESSETH: That

WHEREAS the District proposes to reclaim by a process of drainage, evaporation and irrigation all of the lands within said district consisting of approximately 27,000 acres and being a part of the marsh or swamp lands lying within or adjacent to what is generally known as Lower Klamath Lake in Klamath County, Oregon, and Siskiyou County, California, east of the right of way of the California Northeastern Railway as it crosses said marsh or swamp lands, including a total area of approximately 54,000 acres; and

WHEREAS said Lower Klamath Lake is at certain seasons of the year fed with water from the Klamath River through a certain water way or channel known and herein designated as Klamath Strait, which passes under said railroad and through its embankment by means of an opening or culvert, which said opening or culvert has been so constructed as to permit the placing of gates therein for the purpose of controlling the flow of water through the same; and

WHEREAS THE METHOD OF RECLAMATION PROPOSED BY SAID District contemplates the closing of the gates in said Klamath Strait so as to exclude or control the further flow of water from the Klamath River into said Lower Klamath Lake and thereby to facilitate the reclamation of the lands mentioned; and

WHEREAS there are certain owners of marsh or swamp lands within or bordering on said Lower Klamath Lake who claim or may claim to have certain rights in or to the waters of said lake either as riparian owners or as appropriators of water therefrom, and particularly the Van Brimmer Ditch Company, which has or claims to have a vested water right in said lake of fifty (50) second feet, which is now, and for many years has been, according to said Company's claim, used for the irrigation of lands under its irrigation system, which rights may be affected by the lowering of the water level of said lake by the closing of the gates in said Klamath Strait, and all of which possible rights or claims must be taken into consideration in connection with the proposal to close the gates aforesaid; and

WHEREAS it is economically practicable to supply the said Van Brimmer Ditch Company the quantity of water necessary for the proper irrigation of the lands under and irrigable through its system from the Government's irrigation system known as the Klamath Project in lieu of the supply heretofore had and used by said Company from Lower Klamath Lake by adapting the distribution system of the Klamath Project to such a plan; and

WHEREAS the United States has heretofore expended sums of money, aggregating $283,225.00, in making investigations as to the practicability and desirability of reclaiming said marsh or swamp lands and in the building of irrigation works for the storage, diversion, development and drainage of waters lying, being and flowing in and about said Klamath Project looking toward such reclamation and to the closing of Klamath Strait in connection therewith, and the United States has not been reimbursed for said expenditures or any part thereof, and

WHEREAS the district, in furtherance of its purpose to

accomplish the reclamation of its lands, as aforesaid, desires the United States to close or operate the gates in the said Klamath Strait so as to prevent or regulate the further flow of the waters of the Klamath River on to said lands or into Lower Klamath Lake;

NOW, THEREFORE, in consideration of the premises and of the promises and covenants herein contained to be kept and performed, it is mutually covenanted and agreed between the parties hereto as follows:

1. The District agrees to deliver to the United States, simultaneously with the execution of this contract, duly executed waivers, in form satisfactory to the United States, from all riparian owners of lands in Oregon bordering on said Lower Klamath Lake, waiving claim or claims for any and all damages resulting or that may result, or be claimed to have resulted, to said lands, or to their owners, their heirs or assigns, by reason of said gates in Klamath Strait being closed. Waivers similar in purpose and form shall also be secured by the District from the said Van Brimmer Ditch Company and delivered to the United States as hereinabove provided, together with a similar waiver executed by and on behalf of the District, all of which said waivers shall be recorded by and at the expense of the District within the County in which the respective lands lie.

2. It is understood and agreed that should the reclamation of said district lands in the manner herein contemplated prove impracticable or be not accomplished in reasonable compliance with the provisions hereof or interfere with the proper reclamation or use of public lands and it should be deemed by the United States necessary or desirable for the purpose of reclaiming or best utilizing the public lands within said marsh or swamp land area, as contemplated by the Oregon Act of January 20, 1905 (General Laws of Oregon, 1905, p. 63), and the California Act of February 3, 1905 (California Statutes, 1905,

p. 4), to flood or overflow the same and to that end to open or regulate the gates in said Klamath Strait, the District will release and hereby does release and waive any and all claim for damages against the United States resulting, or that may be claimed to have resulted, to district lands by reason of their being returned on account of the opening of said gates to their normal condition as of the date hereof, or otherwise, it being the intention hereof that the District shall project and save harmless the United States against claims of any kind which may arise from owners of or claimants to district lands on account of the execution of this agreement.

3. The District covenants, promises and agrees to pay to the United States, through the proper officer thereof duly designated to receive such payment, simultaneously with the execution of this contract, the sum of Twenty-three Thousand Five Hundred Dollars ($23,500.00) in cash, to cover the cost incurred or that may be incurred by the United States in adapting the distribution system of the Klamath Project for the delivery of a water supply of fifty (50) second feet each season to the Van Brimmer Ditch Company in lieu of its present water right in that quantity in Lower Klamath Lake.

4. It is understood and agreed that the fifty (50) second feet of water to be furnished the Van Brimmer Ditch Company from the Klamath Project as hereinabove provided for shall be delivered by the United States to the Van Brimmer Ditch Company at the point where the canal known as the "South Branch Canal" of the Klamath Project intersects the canal known as the "North Lateral" of the system of the Van Brimmer Ditch Company, said point of intersection being near the northwest corner of the NE1/4 of Sec. 3, T. 41 S., R. 10 E., W. M., and that the United States will construct and install one turn-out on each side of said "South Branch Canal" at said point of

intersection for delivery of water to said Company, said turn-outs to be and remain the property of the United States, its successors and assigns, and subject to operation and control exclusively by them.

5. It is further understood and agreed that for the purposes of this agreement the irrigation season during which water shall be furnished to the Van Brimmer Ditch Company as herein provided for shall be considered as extending from May first to October fifteenth, inclusive, of each year; provided that at the option of the United States water may be delivered to said company as early as April fifteenth in any year, upon written request to the United States by the duly authorized representative of the Company.

6. The District covenants, promises and agrees to assume and pay, and to that end hereby binds itself, its lands and property of every character, that proportion of the total expenditures heretofore made or to be made by or on behalf of the United States in connection with the proposed reclamation of Lower Klamath Lake marsh or swamp lands, including the $23,500 named in paragraph 3 hereof and an additional sum of $30,000 (being an agreed capitalization of the annual charges for the operation and maintenance of the canals and structures necessary for the delivery of the above mentioned fifty (50) second feet of water to the Van Brimmer Ditch Company), herein agreed to be $283,225, that the total acreage of private or patented land included in said District, estimated as 20,000 acres, bears to the total acreage of said marsh or swamp lands within or marginal to Lower Klamath Lake, estimated at 54,000 acres, being 20/54 of $283,225, or the sum of $104,898.15, which said sum shall be paid to the United States, its successors or assigns, as follows:

23,500.00	on the execution of this contract	
2,777.78	on December 1,	1918
2,777.78	" " "	1919
2,777.78	" " "	1920
2,777.78	" " "	1921
4,636.03	" " "	1926
6,565.10	" " "	1927
6,565.10	" " "	1928
6,565.10	" " "	1929
6,565.10	" " "	1930
6,565.10	" " "	1931
6,565.10	" " "	1932
6,565.10	" " "	1933
6,565.10	" " "	1934
6,565.10	" " "	1935
6,565.10	" " "	1936

The District also agrees to pay interest at the rate of eight per cent (8 per cent) per annum from the due date until paid on any and all payments accruing under the terms hereof and not paid when due. If it is ultimately determined that the total area of private or patented lands within the District exceeds 20,000 acres, as estimated at the date hereof, then the District agrees to pay upon such excess area at the same rate per acre as it hereby fixed for said 20,000 acres, such payment to be made with the final annual installment hereunder.

7. The United States covenants and agrees that upon the delivery to it by the District of the waivers against claims for damages as hereinabove provided and the payment by the District of the sum of Twenty-three Thousand Five Hundred Dollars ($23,500), and upon the execution and approval of this contract the United States will cause the gates in said Klamath Strait to be closed and to be kept closed, except as herein otherwise provided, during the continuance of this contract, barring acts of God and unavoidable accidents beyond the control of the United States; provided that the material and labor necessary for the closing thereof shall be provided by and at the expense of said District, the same to be installed under the direction of the Project Manager; provided

further that the United States shall have and retain the right to open said gates at the times and in the manner prescribed and contemplated by paragraph 2 hereof free from claim or claims for damages by reason thereof; and provided further that should it at any time become advisable or necessary in the judgment of the District to convey water through said gates in connection with the reclamation of its lands the control of said gates shall in such case be under regulations prescribed by the United States.

8. It is further understood and agreed that the absolute and complete control of said gates in Klamath Strait shall be and remain in the United States until full and complete payment to the United States has been made of the same sum of $283,225, with any accrued interest, whereupon control thereof may be surrendered by the United States upon such terms and conditions as may be mutually agreed upon by the United States and the occupants and owners of a majority of said 54,000 acres as herein designated.

9. It is further understood and agreed that the United States shall not be obligated to construct any portion of the system required for the irrigation or drainage of said, or any, marsh or swamp lands, nor to operate or maintain such works, nor to expend any further sums toward the reclamation of said marsh or swamp lands, nor does the United States assume any responsibility for the success of their reclamation.

10. This contract shall be binding on the parties hereto only upon the approval hereof by the Director of the United States Reclamation Service.

11. No interest in this agreement shall be transferred by the District to any other party without the written consent of the United States, and any such transfer shall cause annulment of the

contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

12. No Member of or Delegate to Congress, or Resident Commissioner after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

13. IN WITNESS WHEREOF this instrument has been executed on behalf of the Klamath Drainage District by its duly elected, qualified and acting President and Secretary, respectively, thereunto duly authorized by resolution of its board of directors dated November 13, 1917, a certified copy of which is hereto attached, and on behalf of the UNITED STATES OF AMERICA by its duly authorized officer the day and year first above written.

Signed, sealed and delivered in the presence of us as witnesses:

UNITED STATES OF AMERICA

By_____

_____

_____

Klamath Drainage District

By_____
President

_____

By_____
Secretary

State of Oregon)
(ss.
County of Klamath)

THIS CERTIFIES that on this _____day of _____, 1917, before me, the undersigned, _____, a Notary Public in and for said County and State, personally appeared the within named _____and _____, President and Secretary, respectively, of the within named Klamath Drainage District, a corporation, and they being known to me to be such officers and the identical persons described in and who executed the within instrument for and on behalf of the said corporation, and said copporation being known to me to be the identical corporation for and on whose behalf the said instrument was executed, and said _____ and _____ did then and there acknowledge to me that they did as such officers as in this certificate described execute the said instrument as and for the act and deed of said corporation in whose name and behalf they executed said instrument, and affixed thereto the corporate seal of said corporation, under authority in them vested by the Board of Directors of said corporation.

WITNESS my hand and Notarial seal the day and year last aforesaid.

_____
Notary Public for Oregon.

My commission expires_____

(Seal).

Dear Mr. McNary,

Last fall the press of the state and country published a story of the dying of large numbers of ducks in southern Oregon and northern California. This was around a comparatively small area of water still remaining in the bed of Tule or Rhett Lake. Lower Klamath Lake, formerly one of the greatest wild fowl refuges in the United States, has been completely dried up and destroyed. It is practically the same with Tule or Rhett Lake, and the migrating birds centering in the region that formerly furnished abundant food, water and rest, were affected either by alkali poisoning or some other disease, ~~and~~ A careful estimate showed that about fifty thousand ducks died in this one area.

The same thing occurred over in the Malheur Lake district, where a great portion of the lake bed has been dried. Mr. George Benson of Voltage, who has been acting as game warden there for many years, wrote me that millions of ducks died there last summer and fall. I asked Mr. Benson how he estimated and he said that along a stretch of four miles he counted 25 dead ducks every ten steps. There may not have been millions but there were perhaps hundreds of thousands of ducks that died because of the destruction of feeding, resting and breeding places of water fowl.

These birds are protected by state and federal laws, and we are in treaty with Canada to protect our water fowl. We arrest a man for killing one bird out of season, but we allow promotors to drain ponds, lakes and swamps under the guise of making agricultural land, and in many cases nothing is gained. The public loses a game resource, promotors settle debts on unsuspecting farmers, for they encourage eastern people to settle on alkali land where it is impossible to make a living.

Ponds, Lakes and swamps are often of far more value in their original condition that after they are drained. They are not only a feeding and resting place of many game birds, but they are places where certain varities of food fish live, where fur bearing animals may be trapped, and they have considerable importance in relation to atmospheric conditions, in keeping moisture in the air, and this is necessary to successful use of surrounding land.

For several years the game refuge bill has been before Congress. One session it was passed by the Senate but failed in the House, another session it was passed by the House but failed in the Senate. Another bill, similar to the old bill but improved in certain ways, entitled The Migratory Bird Refuge and Marsh Land Conservation Bill, is before the 69th Congress. It has been passed favorably by committees in both House and Senate. This bill is H.R.7479 and S. 2607. This bill will furnish funds to save some of our marsh lands and is the only known method that has been figured out where our water fowl can survive in the changes brought about by civilization. Birds are like people; they must have food and homes,

Will you please let me know whether you can vote for this bill or not.

Very truly yours,

F818

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N L

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM.
OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT
RDG 15 217 ~~44~~ PD GOVT

KLAMATH FALLS OREGON AUG 1 1934 612 AM

WILLIAM L FINLEY

JENNINGS LODGE OREGON

ADVISE ME BY PACIFIC TELEGRAPH COLLECT GOVERNMENT RATE IF YOU HAVE AVAILABLE AND COULD FORWARD ME ANY PICTURES OF CLEAR LAKE REFUGE STILL OR MOVING THAT WOULD SHOW THE EFFECT OF GRAZE THERE STOP BUREAU REQUIRES COMPLETE REPORT AND PICTURES TO COVER IF POSSIBLE

WORCESTER

640 AM

DELIVERED TO Wm. L. Finley
AT TELEPHONE NO. 1048
BY OPERATOR 217 TIME 645 AM

RECEIVED AT
816 S. W. 3rd Ave.
Portland, Oregon
Atwater 6411
STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

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Mackay Radio

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DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER
	RADIOGRAM

Form 16 KF85JA 48 NL GOVT

DUPLICATE OF TELEGRAM TELEPHONED

(16)

426 KLAMATH FALLS ORE NOV 9 1934

WM L FINLEY
ROUTE 10
PORTLAND ORE

SUGGEST YOU COME FIRST OF WEEK FOR PICTURES FOX MAN JUST FINISHING UP WITH BEST PICTURES IN YEARS STOP I LEAVE SUNDAY NIGHT FOR THE SOUTH I RECEIVED AND WILL REPLY TO YOURS OF NOVEMBER FIFTH ON MY RETURN TO BERKELEY GOOD PICTURES TO BE OBTAINED AT CLEARLAKE

WORCESTER

556PM

Oak Grove 104X

add 8 19 - mailed

OALLS

Telephone Your Telegrams to Postal Telegraph

Route 10, Portland, Ore.
May 28, 1934

Secretary Harold Ickes
Department of the Interior
Washington, D. C.

Dear Mr. Ickes:

I have recently returned from a trip into southeastern Oregon, visiting some of the higher parts of the Steins Mountains. This was formerly a wonderful park-like country, but has been almost ruined by the over-grazing of sheep.

The patches of quaking aspens at timber-line on the west side of this range are the natural summer feeding grounds for mule deer. The wild life in these areas has been greatly reduced. The country has great value from an outdoor recreational standpoint.

I found prospective homesteads fenced a good way above timber-line on the mountains. I came in contact with some people in that part of the country who are filing on homesteads where it is impossible to live or raise stock. Of course, they can graze sheep and cattle in these areas for certain months during the late summer and early fall.

I talked to one man who lives in Burns who has filed on a homestead high on the mountain. He has no intention of living there, as that is impossible. He figures that he can grab the land from the government and later make a little money by selling out.

I want to file an emphatic protest with your Department against the completion of any more homestead entries in the higher parts of the Steins Mountains. As a citizen of Oregon, I feel that these higher mountain areas, which are the sources of water supply, should be held by the government for the general benefit of the people.

Sincerely yours,

Signed-- William L. Finley

WLF:PF

May 28, 1934

Secretary Harold Ickes
Department of the Interior
Washington, D. C.

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Sincerely yours,

WLF:PF

THE SECRETARY OF THE INTERIOR

WASHINGTON

JUN 13 1934

Mr. William L. Finley,
Route 10,
Portland, Oregon.

My dear Mr. Finley:

I have received your letter of May 28, regarding homestead entries for lands located on Steens Mountains in the southeastern part of Oregon.

It appears that the mountains mentioned are, for the most part, located in Harney County, Oregon. Although the records indicate that the areas of the unappropriated and unreserved public lands in the county aggregate more than three and one-half million acres, it is not possible to estimate from available data what portion of them are mountainous.

However, the greater portion of the lands are surveyed and subject to homestead entry by qualified applicants. Title may be acquired by a claimant upon the submission of final proof showing satisfactory compliance with the particular law under which the entry is made.

Ordinarily a claimant, in order to be entitled to a patent, must, aside from meeting the requirements as to cultivation under the general (160-acre) and enlarged (320-acre) homestead laws, or improvements under the stock-raising (640-acre) homestead law, show actual residence seven months in each of three residence years. However, the act of February 25, 1919 (40 Stat. 1153), permits a reduction in the requirements as to residence, for climatic conditions only, to six months in each of four residence years, or five months in each of five residence years.

A qualified applicant can not be denied entry unless the land sought has been withdrawn, or reserved for public use, or otherwise appropriated pursuant to some enactment by Congress. If H. R. 6462, known as the Taylor Bill, passed by the House of Representatives April 11, and now pending before the Senate, be enacted into law, the area in which you are interested is one that

would likely be placed under the federal supervision authorized by that bill, including a restriction on entry under the homestead law to lands which the Secretary of the Interior, in his discretion, may open to such entry upon a finding that they are more valuable and suitable for the production of agricultural crops than native grasses and forage plants.

Sincerely yours,

Harold L. Ickes

Secretary of the Interior.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DIVISION OF INVESTIGATIONS
WASHINGTON

JUL 28 1934

Mr. William L. Finley,
Route 10,
Portland, Oregon.

My dear Mr. Finley:

Secretary Ickes has asked me to acknowledge your letter of June 30, with reference to lands in the Steens Mountains in South-Eastern Oregon, and in which you suggest that the use of these lands be administered under the Act of June 28, 1934, (Taylor Grazing Act).

The Secretary has appointed a special committee to hold meetings with stockmen and others throughout the west for the purpose of ascertaining their views with respect to administration. As soon as this committee has completed its findings your suggestion for a grazing district embracing the Steens Mountains vicinity will receive the careful attention of the Department.

Very truly yours,

N. F. Waddell

N. F. Waddell
Acting Director in Charge of Grazing

August 2, 1934

Mr. E. F. Waddell
Acting Director in Charge of Grazing
Department of Interior
Washington, D. C.

Dear Mr. Waddell:

I have just received your letter of July 28. In regard to the Special Committee to hold meetings with stockmen and others throughout the West, will you kindly let me know the names of the Committee and where they can be reached. Do you know whether any meetings will be held in the western part of Oregon?

As Chairman of the Committee on Wild Life under the Oregon Planning Council working under the National Resources Board, we desire if possible to meet this Special Committee.

Will you kindly send me a copy of the Taylor Bill as finally approved by the President.

Very truly yours,

WLF:FF

June 30, 1934

Mr. Harold C. Ickes
Secretary of the Interior
Washington, D.C.

Dear Mr. Ickes:

I shall be in Washington, D.C. July 10th and 11th to attend the meeting of the Advisory Board of the Migratory Bird Treaty Act. Shall stay at the Cosmos Club. If possible, I should like to consult with you or some member of your Department regarding the better protection of migratory birds on the reclamation projects in southern Oregon and northern California.

I refer especially to Tule Lake Bird Refuge and Clear Lake Reservation. I realize that these areas were set aside in the first place from the reclamation standpoint. Later on, Clear Lake was created a federal wild bird refuge by Special Executive Proclamation April 11, 1911. A part of the sump area of the Tule Lake project was also set aside for the protection of birds.

In making a survey of these reservations, I find that the Reclamation Service has leased for grazing purposes parts of the Tule Lake Refuge, which rightfully should not be grazed. If I remember correctly, there were some 65,000 acres in the sump area, approximately 10,000 of which were definitely reserved for the protection of bird life. The area around the refuge is leased out for farming and grazing purposes. Why should the Reclamation Service also permit stock to graze within the borders of the refuge proper? To be sure, they may get $200 or $300 to add to the Reclamation fund, but the general public loses $1000 in the destruction of bird life. Ducks and geese live on grass the same as sheep and cattle. What is of more importance, they must have cover during the nesting season.

I realize that legally the Reclamation Service may have prior rights. On the other hand, our wild birds are protected by State and federal laws and they cannot exist without feeding, breeding and resting areas.

-2-

The Reclamation Service has certainly raised havoc with water fowl in certain areas of southern Oregon and northern California. Under permits issued by the Reclamation Service, stock has tramped out the nests of game birds and killed off the young birds nesting in colonies on the ground within the borders of Clear Lake Reservation.

I hope you will investigate these matters and see if they cannot be corrected.

Sincerely yours,

WLF:pf

June 30, 1934

Mr. Harold C. Ickes
Secretary of the Interior
Washington, D. C.

Dear Mr. Ickes:

I have your letter of June 13, referring to homestead entries for land near the summit of Steins Mountains in southeastern Oregon. These are located in Harney County.

Have just returned from another trip into this country and am sending you enclosed two photographs of areas which have been fenced by homesteaders quite a distance above timber line in the Steins Mountains. One thing is certain, these areas cannot be cultivated.

I feel it is a mistake of the Homestead Act to let public property of this kind fall into private hands. This land should be reserved for public use. I note that the Taylor Bill has been approved by the President and hope these areas in the Steins Mts. will be held by your Department.

Most of these areas in the Steins Mts. have been utterly ruined by over grazing. There has been no regulation. As an example, some of these wandering sheep herders had taken their flocks well up near the top of the Steins by June 1 of this year. The native grasses and forage plants had just begun to sprout. It would have been a valuable crop later in the summer, but the plants were tramped out and pasturage was poor at this season. The trouble is, in lack of any regulation, one sheep herder trying to get ahead of another.

Sincerely yours,

WLF:PF

November 5, 1934

Mr. Hugh Worcester
United States Game Warden
211 Post Office Building
Berkeley, California

Dear Worcester:

You remember that I took some pictures of your quarters at Tule Lake. I am sending you the negatives enclosed, which you are welcome to keep as you wanted a view showing the steps and wall.

Sometime ago, I took up the matter of our reservations directly with Elwood Mead. I knew that he would forward any complaint direct to Mr. Hayden, and I wanted to get his answers in writing. I am sending you enclosed a copy of Hayden's reply and should like to have your reaction before I answer it.

You will note that Mr. Hayden claims that he began leasing Clear Lake property in 1931 and that it was better to have regulated grazing there than to allow outside stockto come in. Inasmuch as this was federal property, I should think the Reclamation Service and the Biological Survey could have posted notices and put it up to stock men to keep their stock out. This might not have worked very well but from the facts you gave me, this so-called regulated grazing has caused havoc among the bird colonies.

Mr. Hayden pretends that stock was not allowed in Tule Lake Refuge except when it was frozen. His date of October 15th contradicts this. You had the photograph of cattle in the Refuge and showing how it was grazed off. Is there any chance of getting another copy of this photograph and the one of the geese flying both 6X7 size? I sent the two you gave me to Darling and he has never returned them. He has been very appreciative of the data furnished, and has written me some very fine letters.

Elwood Mead suggested that I would understand the situation better if I could personally inspect these localities. If I couldn't do this, I ought to select a good proxy to make an inspection.

Sincerely yours,

November 12, 1934

Mr. Hugh Worcester
U. S. Game Warden
211 Post Office Building
Berkeley, California

Dear Worcester: -

It was good of you to wire me in regard to pictures. Matters have come up here which made it impossible for me to leave and get down there right away,-that is, to Tule Lake. Shall try to arrange matters if possible so I can take a run down there as I have been anxious to get some motion pictures showing numbers of geese.

I wish I had known the Fox man was going to be there. I would have tried to get him to take two or three shots for me. I have some very fine close-up views of avocets and other birds that I got there. I wonder if there is any chance of exchanging or getting a print of geese in flight.

I don't know whether I told you or not that Darling wrote me that he had a very good meeting with Secretary Ickes and he was very much interested in the data that he presented to him. He thinks he will get some favorable action.

With best wishes- and Mrs. Finley joins me- to both of you, I am,

Sincerely yours,

WLF:PF