

PORTALES TIMES

VOLUME VII

PORTALES, ROOSEVELT COUNTY, NEW MEXICO, THURSDAY, JULY 29, 1909.

NUMBER 16

HUMPHREY & SLEDGE

FOR THE NEXT THIRTY DAYS

WE WILL SELL

One Quart Mason's Fruit Jars, per dozen..... 65 Cents
Two Quart Mason's Fruit Jars, per dozen..... 95 Cents

HUMPHREY & SLEDGE

IRRIGATION PLANT NOW A CERTAINTY

Contract of Promoters Has Been Practically Accepted

Six Thousand Acres in Portales Valley Will be Irrigated.

It now looks like irrigation will soon be a reality in Portales valley. A contract under the corporation plan is now practically agreed upon and by reports from the farmers they are eager to make the contracts and the project will be a go which will make this valley one of the most productive agricultural districts in the west.

There was a good attendance at the mass meeting at the court house last Saturday to consider the irrigation project. The report of the executive committee led to a general discussion as to which was the most feasible method of procedure, whether by the bond issue or the corporation plan presented by Messrs. Rittenhouse and Detweiler. It was finally decided to appoint another committee to again go over the proposition with Messrs. Ritten-

house and Detweiler and see if better terms could not be secured and if terms could be agreed upon to present this proposition to the people and report at another mass meeting to be held at the court house next Saturday. This committee appointed were as follows: W. E. Lindsey, T. J. Molinari, Flue Anderson, C. M. Compton, Coe Howard, and P. M. Lumpkin.

This committee went into the details of the terms of the contract proposed by Messrs. Rittenhouse and Detweiler at great length and verbally agreed on the terms. Later it was found necessary to change some matters and though the committee has been working over the details every day it is not complete as yet as after it had been redrafted the second time, there are yet some details to be inserted. The advance cash payment has been cut to \$3.50 per acre, the balance to be paid in five annual payments of \$6.30 each. The following is the first draft of the agreement which in the main features will probably stand as here stated.

Proposed Contract.

This agreement, made this day of, 1909, between the undersigned, C. H. Rittenhouse, of Wichita, Kansas, hereinafter known as the party of the first

part, and the undersigned, whose names are subscribed hereto, all of Roosevelt county, territory of New Mexico, hereinafter known as parties of the second part;

Whereas, the parties of the second part are the respective owners of various tracts of land in the aforesaid county of Roosevelt, and are desirous of arranging with the party of the first part to install, at the point, hereinafter named, a power plant for the purpose of furnishing power to pump water for irrigating the said lands of the parties of the second part;

Now therefore, this agreement witnesseth:

1st. The party of the first part for the consideration hereinafter named agrees to construct and install at the point hereinafter designated, a power plant for the purpose of furnishing power to pump water for irrigating the various parcels of land herein mentioned, and to furnish all auxiliaries necessary to make the plant complete and efficient and capable of properly doing the work for which it is constructed and intended, a more complete description of the plant to be thus installed and constructed by first party is set out herein below.

2nd. In consideration whereof,

(Continued on Last Page.)

THE First National Bank

Portales, New Mexico.

Condensed statement of the First National Bank, of Portales, N.M. as made to the Comptroller of the Currency at the close of business, April 28, 1909.

RESOURCES.

Loans and Discounts	\$170,668 17
U. S. Bonds and Premiums	51,600 00
Banking House, Furniture and Eixtures	8,705 17
Cash and Exchange	183,053 02
Total	\$414,026 36

LIABILITIES.

Capital Stock	\$ 50,000 00
Surplus and Profits	24,875 00
Circulation	49,400 00
Deposits	289,751 33
Total	\$414,026 36

I certify that the above is a true and correct statement.
WALTER O. OLDHAM, Cashier.

If you want money come to see us whether you are a depositor or not. It's our business to carefully and patiently consider any legitimate business matter presented to us. Notice the above statement and get an idea of our condition.

THE FIRST NATIONAL BANK

PORTALES, NEW MEXICO

Go to the O. K. barber shop. Landers cleans and blocks hats.

Oscar Hill's Residence Burned.

Oscar Hill's residence together with its entire contents was destroyed by fire last Friday night. The origin of the fire is not known, Mr. and Mrs. Hill both being at the show. It started about nine o'clock in the evening and before being discovered and by the time people got there it had gained such headway that it was impossible to control the flames. The fire company was soon out with the engine and hose but the amount of hose out did not quite reach to the fire, but put it close enough so that some water could be thrown on the building, taking water from the tank in the court house yard. By hard work the wind mill which was very near the house, was saved. Mr. Hill's little office building was saved by a lot of sturdy fellows taking hold and upsetting it into the street. We are not informed as to the amount of Mr. Hill's loss but understand the house and contents were insured for \$900.

The Farmer's Savings Bank of Elida has filed a certificate with the Territorial Secretary changing its name to the First State Bank of Elida.

Fresh fruit always on hand, of the very best, at Austin's.

PRICE IS IT

Miller & Luikart

PRICE IS IT



Copyright 1909 by Hart Schaffner & Marx

Our big line of Hart Schaffner & Marx and Spero Michael & Son's fall and winter clothing will be here by the time we get in our new building. We must clean up all of our Spring and Summer Suits at reduced prices.

Men's Soft Collar Shirts
Our New York buyer has just sent us fifty dozen nice Pongee and Mohair Shirts worth \$1.25. But they were bought at a bargain and will sell them at..... **89c**

Our New Fall Gingham
We have just received twenty new patterns of Red Seal Gingham to select from at **12c** per yard.
Big line of Gingham at per yard, 15, 12 1-2 and **10c**

Dress Goods
All Spring and Summer Dress Good in White and figured Lawns will be sold at reduced prices.



All of our Slippers in Men's, Ladies', Misses' and Children will be cleared up at greatly reduced prices as we carry nothing over.

Men's \$4.50 and \$5.00 slippers at..... **\$3.60**
Men's \$2.50 and \$3.50 slippers at..... **\$2.00**

Watch out for our big Removal Sale which will be inaugurated about the last fifteen days of August. We must reduce our stock before we move for our buyer will buy new goods for our new building. We had rather cut the price than move the Goods.

The Store that always has and always will set the pace for the selling race

Miller & Luikart,

Portales, - - - - - New Mexico

One price to all, Spot Cash to Everybody

GOOD REASONS

Why You Should Buy The GREAT MAJESTIC

Majestic Range



THE GREAT MAJESTIC MALLEABLE AND CHARCOAL IRON RANGE

Lasts Longer, Heats More Water, Heats it Quicker, Uses Less Fuel, Bakes Better, And gives better general satisfaction than any other range on the market.

If you will call at our store, we will prove these facts to you.

Hardy Hardware Company

...Hardy Hardware Company...

Our New Building

Will soon be completed, then we will have sufficient room to display our goods in a manner befitting their quality and attractive to our patrons. We have enjoyed an excellent trade since coming to Portales, and we have done our best to merit its continuance. We also wish to impress on the minds of those who have not been trading with us, the fact that they have been missing some of the best things in Hardware, Tinware, Graniteware, Cutlery, Windmills, Pumps, Piping, Casings, Stoves, Ranges and Cooking Utensils of all characters and descriptions. We not only carry the very best, but we sell them to you for the same money you have been paying for inferior grades. If you appreciate the best we can please you.

...Farming Implements...

We carry the best Farming Implements on earth and we want to emphasize one fact right here, to-wit: That if you purchase a plow, cultivator, disc, or any machine whatsoever, and we guarantee it to you, should it be unsatisfactory in any particular, bring it back. Our guarantee is good, we make it good, and we are glad to do it, too.

Remember, the Great Majestic is the very best range on the American market. We sell 'em and we guarantee 'em. Come and see them.

...Hardy Hardware Company...



Fine Points

Neatness often depends on scissors—fine and sharp points that meet with a firm "snip" at the tip. Your scissors should combine these points with sharp blades and accurate adjustment; and they will if their name is

KEEN KUTTER

Scissors and Shears For 37 years the standard of quality.

The very best pocket knives for men and women are marked Keen Kutter, the entire Keen Kutter line being sold under this mark and motto: "The Recollection of Quality Remains Long After the Price is Forgotten."

—From Math Magazine.

ORDINANCE NO. 20.

An ordinance providing for the issuance of the negotiable coupon bonds of the town of Portales, New Mexico territory, to the amount of \$50,000 for the construction of a system of waterworks, and to the amount of \$25,000 for the construction of a system of sewers in and for said town, prescribing the forms of said bonds and of the interest coupons to be thereto attached; providing for the levy of an annual tax to pay the interest on said bonds when due and to provide a sinking fund for the discharge of the principal thereof at maturity; and fixing the other details of the issue.

Whereas, at an election called and held in the town of Portales, Roosevelt county, New Mexico territory, on May 18, A. D. 1909, in all respects in strict compliance with the provisions of the laws of the territory of New Mexico and of an act of the congress of the United States, approved March 4, 1898, entitled "An act to amend an act to prohibit the passage of local or special laws in the territories, to limit territorial indebtedness, and so forth," more than two-thirds of the qualified voters of said town, who were the owners of real or personal property subject to taxation therein, voted affirmatively for the issuance of the negotiable coupon bonds of said town, as follows: In the amount of \$50,000 for the construction of waterworks, and in the amount of \$25,000 for the construction of a sewer system in and for said town; and

Whereas, said bonds have been duly awarded and sold to Messrs. Ulen, Sutherland & Company, of the city of Chicago, Illinois, at a price above par, and accrued interest; and

Whereas, it is necessary to prescribe the forms of said bonds and of the interest coupons to be thereto attached and to fix the other details of the issue, now, therefore,

Be it ordained by the Board of Trustees of the Town of Portales, Territory of New Mexico:

Section 1. That for the purpose of providing the necessary funds for the construction of said waterworks and said sewers in and for the town of Portales, Roosevelt county, New Mexico territory, pursuant to plans, specifications and estimates duly adopted by the board of trustees of said town, there shall be and there are hereby ordered and directed to be issued the negotiable coupon bonds of said town as follows: Waterworks bonds to the aggregate amount of \$50,000; and sewer bonds to the aggregate amount of \$25,000. Said waterworks bonds shall be designated "Waterworks bonds of 1909," shall be fifty in number, numbered from 1 to 50, both inclusive, and of the denomination of \$1,000 each. Said sewer bonds shall be designated "Sewer bonds of 1909," shall be 25 in number, numbered from 1 to 25, both inclusive, and of the denomination of \$1,000 each.

A. D. 1909, and shall become due and payable on May 1, A. D. 1939; shall bear interest from their date until paid at the rate of six per centum per annum, payable semi-annually on May 1st, and November 1st in each year, which installments of interest to date of maturity of principal shall be evidenced by appropriate coupons attached to each bond, and both principal and interest shall be payable in lawful money of the United States of America, at the Chase National Bank, in the city of New York and state of New York.

Section 2. That each of said bonds and each of the interest coupons thereto attached shall be in substantially the following forms, respectively, to-wit:

(Form of Waterworks Bond)
United States of America
Territory of New Mexico, County of Roosevelt
Town of Portales
No. Waterworks Bond of 1909 \$1,000

Know all men by these presents: That the town of Portales, in the county of Roosevelt and territory of New Mexico, a duly organized municipal corporation, acknowledges itself to owe, and for value received hereby promises to pay to bearer the sum of one thousand dollars on the first day of May, A. D. 1939, together with interest on said sum from the date hereof until paid at the rate of six per centum per annum, payable semi-annually on the first days of May and November in each year, as evidenced by and upon the presentation and surrender of the interest coupons hereto attached as they severally become due. Both said principal and interest are hereby made payable in lawful money of the United States of America, at the Chase National Bank in the city and state of New York. And for the prompt payment of this bond, with interest as aforesaid at maturity, the full faith, credit and resources of said town are hereby irrevocably pledged.

This bond is issued by said town for the purpose of providing the necessary funds for constructing a system of waterworks in and for said town, in accordance with the affirmative vote of more than two-thirds of all the qualified voters of said town, owning real or personal property subject to taxation therein voting at an election duly called and held therein on May 18, A. D. 1909; and pursuant to ordinances duly passed by the board of trustees of said town and duly approved and recorded; and under, by virtue of, and in all respects in strict compliance with the provisions of an act of the congress of the United States of America, entitled: "An act to amend an act to prohibit the passage of local or special laws in the territories, to limit territorial indebtedness, and so forth," approved March 4, A. D. 1898.

And it is hereby certified, recited and warranted that said town of Portales was on May 18, A. D. 1909, and now is a municipal corporation duly organized and operating under and by virtue of the general laws of the territory of New Mexico; that on said date it had and now has a bona fide population of more than one thousand persons, as shown by the last school census taken prior to said date and prior to the issuance of this bond; that all things, acts and conditions required by the laws of the territory of New Mexico and the acts of congress of the United States to happen and be done and performed, precedent to and

in the issuance of this bond, in order to make the same the valid and binding obligation of said town, have happened and been properly done and performed in regular and due form and time as required by law; that the total indebtedness of said town, including this bond, does not exceed any limitation imposed upon said town by any law of the territory of New Mexico, or of the congress of the United States of America; and that due provision has been made for the levy of a tax sufficient to pay the interest on this bond when due and to create and maintain a sinking fund for the redemption of the principal hereof at maturity.

In witness whereof, said town of Portales, by its board of trustees, has caused this bond to be signed by the chairman of said board and by its town clerk, and countersigned and registered by its treasurer, and its corporate seal to be hereto affixed; and each of the interest coupons hereto attached to be executed by the lithographed fac-simile signature of said town treasurer, this 1st day of May, A. D. 1909.

Chairman Board of Trustees
Town Clerk

(SEAL)
Countersigned and registered:
Town Treasurer

(Form of Coupon)
No. \$30.00
On May 1st A. D. 19...

The town of Portales, in the county of Roosevelt and territory of New Mexico, will pay to bearer the sum of thirty dollars, in lawful money of the United States of America, at the Chase National Bank in the city of New York and state of New York, for six months interest then due on its waterworks bond of 1909, dated May 1st, A. D. 1909, No.

Town Treasurer

(Form of Sewer Bond)
United States of America
Territory of New Mexico, County of Roosevelt
Town of Portales
No. Sewer Bond of 1909. \$1,000

Know all men by these presents: That the town of Portales, in the county of Roosevelt and territory of New Mexico, a duly organized municipal corporation, acknowledges itself to owe, and for value received hereby promises to pay to bearer the sum of one thousand dollars, on the first day of May, A. D. 1939, together with interest on said sum from the date hereof until paid at the rate of six per centum per annum, payable semi-annually, on the 1st day of May and November in each year, as evidenced by and upon the presentation and surrender of the interest coupons hereto attached as they severally become due. Both said principal and interest are hereby made payable in lawful money of the United States of America, at the Chase National Bank in the city and state of New York. And for the prompt payment of this bond, with interest as aforesaid at maturity, the full faith, credit and resources of said town are hereby irrevocably pledged.

This bond is issued by said town for the purpose of providing the necessary funds for constructing a system of sewers in and for said town, in accordance

with the affirmative vote of more than two-thirds of all the qualified voters of said town, owning real or personal property subject to taxation therein voting at an election duly called and held therein on May 18, A. D. 1909; and pursuant to ordinances duly passed by the board of trustees of said town and duly approved and recorded; and under, by virtue of, and in all respects in strict compliance with the provisions of an act of the congress of the United States of America, entitled: "An act to amend an act to prohibit the passage of local or special laws in the territories, to limit territorial indebtedness, and so forth," approved March 4, A. D. 1898.

And it is hereby certified, recited and warranted that said town of Portales was on May 18, A. D. 1909 and now is a municipal corporation duly organized and operating under and by virtue of the general laws of the territory of New Mexico; that on said date it had and now has a bona fide population of more than one thousand persons, as shown by the last school census taken prior to said date and prior to the issuance of this bond; that all things, acts and conditions required by the laws of the territory of New Mexico and the acts of congress of the United States to happen and be done and performed, precedent to and in the issuance of this bond, in order to make the same the valid and binding obligation of said town, have happened and been properly done and performed in regular and due form and time as required by law; that the total indebtedness of said town, including this bond, does not exceed any limitation imposed upon said town by any law of the territory of New Mexico or of the congress of the United States of America; and that due provision has been made for the levy of a tax sufficient to pay the interest on this bond when due and to create and maintain a sinking fund for the redemption of the principle hereof at maturity.

In witness whereof, said town of Portales, by its Board of Trustees, has caused this bond to be signed by the chairman of said board and its town clerk, and countersigned and registered by its treasurer, and its corporate seal to be hereto affixed; and each of the interest coupons hereto attached to be executed by the lithographed fac-simile signature of said town treasurer, this 1st day of May, A. D. 1909.

Chairman Board of Trustees
Town Clerk

(SEAL)
Countersigned and Registered:
Town Treasurer

(Form of Coupon)
No. \$30.00
On May 1st A. D. 19...

The town of Portales in the county of Roosevelt and territory of New Mexico, will pay to bearer the sum of thirty dollars, in lawful money of the United States of America, at the Chase National Bank in the city of New York and state of New York for six months interest then due on its Sewer bond of 1909, dated May 1, A. D. 1909, No.

Town Treasurer

Sec. 3. That each of said bonds shall be signed by the chairman of the Board of Trustees and by the clerk, and countersigned and registered by the treasurer of said town, with the corporate seal of said town impressed thereon, and each of the interest coupons thereto attached shall be executed by the lithographed fac-simile signature of said town treasurer; and said officers are hereby authorized and directed to cause said bonds and interest coupons to be prepared substantially in the forms respectively hereinabove set forth, and to execute the same for and on behalf of said town, as and in the manner aforesaid; and after their execution and registration said bonds shall be delivered to the said Messrs. Ulen, Sutherland & Company, the purchasers of said bonds from the Board of Trustees of said town mentioned in the preamble hereof, upon the payment of the purchase price therefor; and the proceeds derived from the sale of said bonds shall be placed in special funds to be used solely for the respective purposes of paying the cost of constructing the public utilities hereinabove mentioned, pursuant to the plans and specifications aforesaid.

Sec. 4. That the interest falling due on said bonds on November 1, 1909, shall be and the same is hereby ordered paid and appropriated out of the special interest fund of said town heretofore provided for.

That the interest falling due on said bonds in May and November, 1910, shall be and the same is hereby ordered paid out of the funds derived from the special tax levy, heretofore made by said town in the year 1909, for the purpose of paying said interest on said bonds.

That for the purpose of providing sufficient funds to meet the interest falling due on said bonds subsequently to November 1, 1910, promptly when and as the same accrues, and also of providing a sinking fund for the discharge of the principal thereof at maturity, there shall be and there is hereby levied upon all of the taxable property in said town, in addition to all other taxes, the following direct annual tax, to-wit:

For each of the years 1910 to 1918, both inclusive, a tax sufficient to produce the sum of \$4500.00 for interest.

For each of the years 1919 to 1937, both inclusive, a tax sufficient to produce the sum of \$8250 being \$4500 for interest and \$3750 for principal.

For the year 1938 a tax sufficient to produce the sum of \$6,000 being \$2250 for interest and \$3750 for principal.

Said annual tax shall be extended on the tax rolls and collected by the same officers, in the same manner and at the same time as the taxes for general town purposes for said town in each of said years are extended and collected. The funds derived from said annual tax for said waterworks bonds shall be placed in a separate fund, to be designated "Waterworks Bonds 1909 Fund," which shall be irrevocably pledged to the payment of the interest on and principal of said waterworks bonds so long as any of said bonds or interest coupons thereto apper-

tain remain outstanding and unpaid.

Sec. 5. That all ordinances or resolutions, or parts thereof, heretofore passed or adopted in conflict with the provisions of this ordinance, be and the same are hereby repealed.

Sec. 6. That this ordinance shall be in full force and effect from and after its passage and approval, and completion of its publication according to law.

Passed July 20, 1909.
Approved July 20, 1909.

W. E. LINDSEY,
[SEAL] Chairman of the Board.
Attest:—H. B. RYHNER, Clerk.

Notice of Foreclosure Sale
In the District Court of Roosevelt County, New Mexico.

Troy Laundry Machinery Company, Plaintiff.
vs.
L. G. Dawson, E. L. Chambliss, and W. E. Chambliss, Defendants.

Whereas, on the 28th day of June, 1909, the Troy Laundry Machinery Company, plaintiff in the above entitled case, obtained a judgment against the defendants, L. G. Dawson, E. L. Chambliss, and W. E. Chambliss, for the sum of \$114.50 and costs, and the said judgment was duly entered and recorded in the public records of said county, and the defendants in said case, directing that all right, interest, and equity of redemption of said defendants in and to the premises hereinafter described, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 1909, an execution was issued out of the district court of Roosevelt County, New Mexico, in said case, ordering that the premises hereinafter described, in which it is claimed that said defendants have an interest as tenants in common, be and the same is hereby ordered sold, to-wit: One 1/2 horse-power O. A. vertical boiler, one 7 horse-power Class "B" vertical engine (No. 2), one No. 3 injector, one smoothing cabinet Dry room compressor, steam coils, one 15 gallon barrel collar and cut stasher, one 25 gallon improved starch cooler, tub, one of galvanized soap tank, one No. 6 triple mangle with 100 inch rolls, together with all shafting, hangers, pulleys, belts and other fittings used in connection with the above machinery, he sold and the proceeds arising from the sale of said property be applied to the satisfaction of said judgment, interest and costs of suit; and, whereas on the 30th day of June, 19



COUNTY CORRESPONDENCE

REDLAND NEWS

Mr. Furr has sold his claim and gone. Mrs. Keth and family left last week for an extended visit to Tahoka, Texas, and other points.

This neighborhood was extremely dry up to the 2nd of this month. Good rains have fallen since then, most every where except on Nigger Hill draw.

Bob and Tom Keller left for Clovis on the 9th where they secured work at once. Bob will attend the Normal at that place as he has been employed to teach the Causey school.

Pat Wolfarth, who is living on his ranch in Texas, and Carl Turner, one of Redland's merchants, made a trip to Portales and Clovis recently. They report Clovis quite a city.

Emmett Propps and his brother-in-law, who had been at Roswell at work, returned on account of the illness of his baby. The baby is very much better, and recovering rapidly.

Almost a waterspout fell north and west of Redland Thursday night, July 15, accompanied with a heavy wind that did some damage to improvements. Mr. Coyler lost a mule by lightning the same night.

Mrs. Wolfarth and Miss Keller visited Willow Mills Sunday school last week. Miss Keller will teach at that place the coming winter, and at Nigger Hill if they rebuild their school house which was blown away in one of those storms that visited this community in the spring.

The Kidneys eliminate poisons by acting as filters for the blood. When they fail in this respect serious ailments must result. Pineules for the kidneys are what you should take at the first warning sign of kidney trouble. They assist the kidneys in expelling uric acid poison.—Sold by Portales Drug Store.

BETHEL BUDGET.

Geo. Scott has erected a box on the Rural Route. W. H. Anderson is sporting a brand new hack these days. S. C. Hukel invested in some Portales property last week. Wesley Smithee and family, of Oklahoma, are visiting relatives here.

Mrs. Horace Barnes has gone to Lockney, Texas, to stay a while visiting relatives and friends.

C. L. Pinkerton and family returned to Roosevelt Sunday. While here Lewis bought two residence lots in Portales.

Martin Ragie and two daughters, Sallie and Minnie, and Miss Katie Tierce, of Lockney, Texas, visited friends here last week.

Ben Guyer came up from Slaughter's ranch last week to visit his father's family a few days. He informs us that his brother Jack is in South Dakota.

The proper way and method of treating a cough or cold is to first of all gently move the bowels. This you can most conveniently do by taking a dose or two of Bees Laxative Cough Syrup. It is pleasant to take, acts promptly. Children like it.—Sold by Portales Drug Store.

PLEASANT VALLEY NOTES. Mr. Snead of Oklahoma is visiting his daughter Mrs. Flora Holcomb.

The freest showers of late are making the crops make up for lost time.

Mrs. Carter and Mrs. Beale and family, mother and niece of Mrs. Henseley, returned to Missouri after a short visit here.

Brother Strand failed to come last Sunday afternoon, consequently there was no preaching at the appointed time, but they had singing.

Mr. Shockley and Mr. Martin, after spending about three weeks in Texas, returned home to cultivate their crops while their families went back to Oklahoma.

Wednesday while Joel, Della and Maggie Givens and Bessie Dickbreder were on their way to Rogers, the team ran away throwing them all out. Joel and Della were severely hurt.

Manzan, the great Pile remedy, prevents piles by preventing constipation. It is conveniently applied directly to the trouble by means of a small nozzle attached to the tube in which Manzan is put up.—Sold by Portales Drug Store.

INEZ ITEMS.

Mrs. Russel is still very sick but is much better. There were forty-six present at Sunday school Sunday.

We have had several good rains lately and crops are growing nicely.

The young people are greatly interested in the singing school which began last Saturday.

Mrs. Vincent, May Shepard, John and Elbert Decker and Raymond Tollett took dinner with Nora Shepard Sunday.

Bro. Maxwell preached at Inez at eleven o'clock Sunday. He will preach here again the fourth Sunday in August at eleven o'clock. Let everybody come out and hear him.

NOTICE FOR PUBLICATION.

Department of the Interior, United States land office at Roswell, N. M., June 16, 1909. Notice is hereby given that Fred L. Fleming, of Rogers, N. M., who on May 28, 1908, made homestead entry No. 8906, serial No. 01920, for southeast quarter section 23, township 3 south, range 26 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, United States land office at Roswell, N. M., June 7, 1909. Notice is hereby given that John E. Callahan, of Portales, New Mexico, who on May 18, 1908, made homestead entry No. 1192, serial No. 01923, for southeast quarter section 27, township 3 south, range 26 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Thomas H. Wash, of Arch, N. M., who on July 18, 1908, made homestead entry No. 5266, serial No. 09915, for the southeast quarter section 24, township 3 south, range 26 east, N. M. P. M., has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Elmore English, of Ingram, N. M., who on June 12, 1907, made homestead entry No. 12663, serial No. 09971, for southwest quarter section 20, township 2 south, range 27 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that John H. Long, of Long, N. M., who on January 20, 1907, made homestead entry No. 01133, for lots 3 and 4 and south half southwest quarter section 5, township 3 north, range 26 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that John H. Horn, of Portales, N. M., who on May 1, 1908, made homestead entry No. 7799, serial No. 01940, for N. half, N. W. quarter, southeast quarter southwest quarter section 20, township 3 north, range 26 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Charles W. Foster, of Long, N. M., who on January 20, 1907, made homestead entry No. 01133, for lots 3 and 4 and south half southwest quarter section 5, township 3 north, range 26 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Thomas H. Wash, of Arch, N. M., who on July 18, 1908, made homestead entry No. 5266, serial No. 09915, for the southeast quarter section 24, township 3 south, range 26 east, N. M. P. M., has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Elmore English, of Ingram, N. M., who on June 12, 1907, made homestead entry No. 12663, serial No. 09971, for southwest quarter section 20, township 2 south, range 27 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that John H. Long, of Long, N. M., who on January 20, 1907, made homestead entry No. 01133, for lots 3 and 4 and south half southwest quarter section 5, township 3 north, range 26 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that John H. Horn, of Portales, N. M., who on May 1, 1908, made homestead entry No. 7799, serial No. 01940, for N. half, N. W. quarter, southeast quarter southwest quarter section 20, township 3 north, range 26 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Charles W. Foster, of Long, N. M., who on January 20, 1907, made homestead entry No. 01133, for lots 3 and 4 and south half southwest quarter section 5, township 3 north, range 26 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Thomas H. Wash, of Arch, N. M., who on July 18, 1908, made homestead entry No. 5266, serial No. 09915, for the southeast quarter section 24, township 3 south, range 26 east, N. M. P. M., has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Department of the Interior, U. S. land office at Roswell, N. M., June 4, 1909. Notice is hereby given that Elmore English, of Ingram, N. M., who on June 12, 1907, made homestead entry No. 12663, serial No. 09971, for southwest quarter section 20, township 2 south, range 27 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 15th day of September, 1909.

Notice of Special Masters Sale in District Court, Roosevelt County.

A. Strass, Plaintiff, vs. The Horse Shoe Land and Cattle Company, Defendant. CAUSE NO. 230

Notice is hereby given that the undersigned, heretofore appointed Special Master, under and by order of the final decree rendered in the District Court of the Fifth Judicial District of the Territory of New Mexico, within and for the county of Roosevelt, entered upon the 26th day of February, 1909, in that cause wherein A. Strass, plaintiff and the Horse Shoe Land and Cattle Company defendants, was on January the 30th day of August, 1909, at the hour of 2 o'clock P. M., at the front door of the First National Bank of Clovis, in the County of Roosevelt, New Mexico, and at public auction to the highest bidder for cash, in accordance with the said decree, the following described property to-wit:

The southwest quarter of the southwest quarter of section 4, and the west half of the northwest quarter and the northwest quarter of the southeast quarter of section 9, in township 7, north range 26 east.

The southeast quarter of section 8 in township 1, north range 26 east.

The east half of the northwest quarter of section 24, township 6 north, range 27 east.

The west half of the northeast quarter, and the northeast quarter of the southeast quarter of section 4, township 3 north, range 26 east.

The north half of the southeast quarter of section 23, township 4 north, range 25 east, and the southeast quarter of the southeast quarter of section 27, township 4 north, range 25 east.

The southeast quarter of the southeast quarter of section 28, and the southwest quarter of the southeast quarter of section 28, township 4 north, range 25 east.

The east half of the southeast quarter, and the southeast quarter of the southeast quarter of section 29, township 4 north, range 25 east.

The southwest quarter of the southeast quarter of section 33, and the southwest quarter of the southeast quarter of section 34, in township 4 north, range 25 east.

The northwest quarter of the northwest quarter of section 15, township 4 north, range 25 east.

The southwest quarter of the southwest quarter of section 13, and the southwest quarter of the southwest quarter of section 14, township 3 north, range 26 east.

The southwest quarter of the southwest quarter of section 13, and the southwest quarter of the southwest quarter of section 14, township 3 north, range 26 east.

The southwest quarter of the southwest quarter of section 13, and the southwest quarter of the southwest quarter of section 14, township 3 north, range 26 east.

The southwest quarter of the southwest quarter of section 13, and the southwest quarter of the southwest quarter of section 14, township 3 north, range 26 east.

The southwest quarter of the southwest quarter of section 13, and the southwest quarter of the southwest quarter of section 14, township 3 north, range 26 east.

The north half of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The west half of the southwest quarter of section 5, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

The southeast quarter of the southeast quarter of section 7, and the southeast quarter of the southeast quarter of section 17, township 3 north, range 26 east.

J. A. FAIRLY, President C. W. MORRIS, Vice President BEN SMITH, Cashier YOU ARE INVITED TO DEPOSIT WITH AND TRANSACT YOUR FINANCIAL MATTERS THROUGH The PORTALES BANK and TRUST COMPANY Their SAVING DEPARTMENT to receive small deposits on which they pay interest is a feature worthy of your consideration. Their business is always endeavored to be conducted in a manner Sound, Safe and Conservative

KEMP LUMBER COMPANY ..LUMBER.. The Company that always has the goods. The Company whose prices are right twelve months in every year. The Company who gives the farmer just as close figures as the big men get. YARDS WEST OF SANTA FE TRACKS. E. G. PATTERSON, Local Manager, Portales, N. M.

Portales Drug Company SUCCESSORS TO PEACE & DONDS Drugs and Druggists Sundries Fine Perfumes and Toilet Articles. Wall Paper, Paints and Glass a Specialty. Prescriptions Accurately Compounded. Portales, New Mexico

LUMBER LUMBER LUMBER LUMBER LUMBER LUMBER We carry a strictly first-class stock of lumber and building material. We are here and expect, later, to make it our home and be one of you. Our Prices are the Lowest, Grades the Best and Courteous Treatment to All. Thanking you for past patronage and soliciting a continuance of same, we are yours for business, Successors to Rippey & Jordan Yard North of the Public Square. J. W. Rippey & Son

SEE Sam D. Lowry If you have a deeded quarter or relinquishment to sell, I have men coming from the east and north all the time. Office One Door North Portales Hotel

Harness and Saddle Making is our business and we want you to call and see what we have in these lines to offer you. We also want you to know that our prices are right and that our goods are the very best. We carry a good line of Robes, Blankets and Whips and believe that we can please you in goods and price. No charge to show you, we BOOTS AND SHOES MADE TO ORDER REPAIRING DONE Opposite Morris Wagon Yard Justice Brothers

SAYLOR'S CONFECTIONERY The place to buy your Fruits, Candies, Nuts, Cigars, Tobacco, and all kinds of Sft Drinks at all times. We'll please you. A FULL LINE OF THE VERY LATEST POST CARDS

EXCURSIONS... Atchison, Topeka and Santa Fe Railway Panhandle U. C. V. Convention and Automobile Show. Amarillo, Texas, July 25th to 28th, 1909. Dates of sale, July 25th and 26th, 1909, final return limit July 31st, 1909. Round trip for only \$4.45 Mountainair Chautauque, Mountainair, N.M. Dates of sale, July 16th to August 1st, 1909, final return limit August 2d, 1909. Round trip rate \$10.50 For further particulars, see W. S. MERRILL, Local Agent, Portales, N. M.

Portales Times

BY G. V. JOHNSON.

Entered as second-class mail matter at the post office at Portales, New Mexico.

REPUBLICAN IN POLITICS.

Advertising rates 50 cents an inch per month. Local rates 5 cents per line each insertion. Legal advertising, six point type, 7 1/2 cents per line for first publication, 5 cents per line for each subsequent publication.

SUBSCRIPTION \$1.00 PER YEAR.

TELEPHONE NO. 22.

Statehood is promised as a Christmas present by chairman of the committee on territories of the House of Representatives. This isn't the first time during the past 60 years, however. When New Mexico was in its infancy, promises of that kind would produce joy from Dona Ana to the Raton Pass, and from the Staked Plains to the Mogollons, but to day, they produce an incredulous smile and bitter remark that Uncle Sam and his promises cannot be taken seriously. There is the treaty of Guadalupe for instance, and a choice array of party platforms, and the relics of bills and enabling acts that have passed one House or the other, or both, and still failed to become law. Nevertheless here is hoping that the pledge will be kept this time. —New Mexican.

There has always been a hue and cry by local business interests everywhere against the mail order houses, but the hardest of all competition in this line has been borne by the local newspapers and printing offices, their competitor being the government. The government supplies printed envelopes to all points in the United States at a cost with which no printer can compete, and even distributes circulars soliciting the business. The government furnishes one thousand envelopes, printed with the name and address, laid down in any post office at a cost above the stamps on the envelopes for just about what the Times can buy a similar envelop in ten thousand lots of the wholesale paper houses in Oklahoma City, Dallas, or Kansas City. We don't think it a fair proposition for the government to supply this commodity at what is certainly less than cost, considering the work of printing and the transportation.

The Tucumcari, Texico and Southwestern is a new railroad project which is very much exciting the towns of Texico and Tucumcari. It is said to be a Harriman project and will eventually extend from Albuquerque to the Gulf of Mexico. Texico is hard at work raising a bonus of \$100,000, and will also give forty acres of land and forty miles of right of way. C. C. Fredricks of Amarillo, attorney for the parties who will build the road, was in Texico last week and signed up a bond with twenty-one business men and financiers of Texico and Farwell which calls for a railroad to be built between Texico and the Rock Island, eighty one miles northwest of that town, this latter connection to be Tucumcari if that town gets its bonus of \$100,000 made up right away. The permanent general offices round house and machine shops are to be located at Texico. Not a penny of the bonus is to be paid, according to the contract, until the bonus guarantors are given a round trip ride on a train running over the completed road. The promoters say they are not at liberty as yet to announce who is behind this road, but it is firmly believed to be a Harriman project. Amarillo owners of Texico property have promised to assume \$10,000 of the Texico bonus and late reports indicate that Texico will be

able to make good her part of the contract. The promoters say work will commence as soon as bonus is made good and right of way secured. This will be a great thing for Texico and will put that town on the map with a big T. We congratulate Texico on its good prospects.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., May 13, 1909. Notice is hereby given that Jacob W. Clendenen, of Portales, N. M., who, on April 23, 1908, made homestead entry No. 5091, serial No. 95264, for north half northeast quarter and east half northwest quarter section 12, township 2 south, range 33 east, N. M. P. M., has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 9th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 16, 1909. Notice is hereby given that Clarence F. Young of Lovelock, N. M., who, on January 19, 1907, made homestead entry No. 10680, serial No. 011754, for the southwest quarter section 33, township 2 south, range 33 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before A. J. Maxwell, United States commissioner, at his office in Macy, N. M., on the 10th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., April 28, 1909. Notice is hereby given that Lorenz L. Chapman of Carter, N. M., who on March 2, 1906, made homestead entry No. 7068, serial No. 010101, for southeast quarter section 32, township 3 south, range 35 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, N. M., on the 10th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 7, 1909. Notice is hereby given that Ellis M. Hildebrand of Pearson, New Mexico, who, on March 12, 1907, made homestead entry No. 11360, serial No. 012127, for southeast quarter section 18, township 1 south, range 33 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 10th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 7, 1909. Notice is hereby given that George W. McNeary of Portales, N. M., who, on December 4, 1908, made homestead entry No. 3272, serial No. 011539, for northeast quarter section 14, township 2 south, range 33 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 10th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., May 20, 1909. Notice is hereby given that Nathaniel B. Griffin of Lacy, N. M., who, on February 3, 1904, made homestead entry No. 692, serial No. 009181, for south half southwest quarter and south half southeast quarter section 31, township 1 south, range 33 east, N. M. P. M., has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 24th day of August, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., May 27, 1909. Notice is hereby given that Earl E. Smyth, of Portales, New Mexico, who, on April 25, 1907, made homestead entry No. 1086, serial No. 012623, for southwest quarter section 34, township 1 south, range 35 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 7th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., May 27, 1909. Notice is hereby given that Albert L. Jackson, of Pearson, N. M., who on March 25, 1907, made homestead entry No. 11541, serial No. 012322, for southeast quarter section 25, township 1 south, range 29 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office at Portales, N. M., on the 7th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, United States land office, Roswell, N. M., May 27, 1909. Notice is hereby given that David M. Coulson, of Painter, N. M., who, on April 25, 1906, made homestead entry No. 723, serial No. 010322, for northwest quarter section 14, township 1 south, range 31 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office at Portales, N. M., on the 7th day of September, 1909.

CONTEST NOTICE.

Department of the Interior, U. S. Land Office at Roswell, New Mexico, July 16, 1909. A sufficient contest affidavit having been filed in this office by Thomas J. Cobb, contestant, against homestead entry, No. 10223, made November 28, 1906, for southeast quarter section 35, township 2 south, range 33 east, New Mexico principal meridian, by William S. Reason, contestee, in which it is alleged that said party has never made settlement on said tract and has wholly abandoned same for more than six months, said parties are hereby notified to appear, respond, and offer evidence touching said allegation at 10 o'clock a. m. on August 21, 1909, before W. E. Lindsey, U. S. Commissioner, in his office in Portales, New Mexico, and that final hearing will be held at 10 o'clock a. m. on August 21, 1909, before the Register and Receiver at the United States Land Office in Roswell, New Mexico.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. Land office at Roswell, N. M., May 27, 1909. Notice is hereby given that Erwin W. Daniels, of Portales, New Mexico, who, on April 22, 1908, made homestead entry No. 2966, serial No. 00815, for southwest quarter southwest quarter section 5, southeast quarter southeast quarter section 5, northeast quarter northeast quarter section 5 and NW quarter, NW 1/4 section 5, township 2 south, range 33 east, New Mexico principal meridian, has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, N. M., on the 7th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 1, 1909. Notice is hereby given that William L. Spears, of Longa, New Mexico, who on April 22, 1908, made homestead entry No. 1895, serial No. 01923, for southwest quarter section 34, township 4 south, range 36 east, N. M. P. M., has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office at Portales, N. M., on the 8th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 1, 1909. Notice is hereby given that Marion A. Kerr, of Portales, N. M., who on February 18, 1908, made homestead entry No. 14199, serial No. 014101, for lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 1, 1909. Notice is hereby given that Annie M. Coyne, of S. Edmonson, N. M., who, on December 16, 1903, made homestead entry, No. 1516, serial number 01923, for the northeast quarter, section 12, township 1 south, range 38 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 24th day of August, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. Land office at Roswell, New Mexico, May 28, 1909. Notice is hereby given that Abraham B. Large of Pearson, N. M., who, on December 16, 1903, made homestead entry No. 4798, serial No. 01281, for southeast quarter, section 28, township 1 south, range 35 east, New Mexico principal meridian, has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office in Portales, New Mexico, on the 8th day of September, 1909.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 1, 1909. Notice is hereby given that Carrie G. Storts, of Turner, N. M., who, on April 30, 1908, made homestead entry, No. 13608, serial No. 010101, for southeast quarter, section 32, township 2 south, range 35 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. Commissioner, at his office at Portales, N. M., on the 10th day of September, 1909.

Notice of Suit.

In the district court of Roosevelt county, New Mexico. George A. Hobbs, plaintiff, vs. Zora Hobbs, defendant. To the defendant, Zora Hobbs, in the above suit: You will take notice that a suit has been filed against you in the district court for the fifth judicial district of the territory of New Mexico, in and for the county of Roosevelt, in which George A. Hobbs is plaintiff and Zora Hobbs is the defendant and numbered 510 on the docket for the county of Roosevelt, in which said suit are as follows: The plaintiff asks for an absolute divorce from you on the grounds of abandonment and prays that you be restored to the status of a single person and for such other and further relief as the nature of the case may require and the court shall direct. You are further notified that you fail to appear and plead or answer in this case on or before the 6th day of September, 1909, judgment by default will be entered against you in said suit and the allegations in plaintiff's complaint will be taken as confessed and the plaintiff will apply to the court for the relief demanded in the complaint. Reese Carter & Reese are the attorneys for the plaintiff and their business address is Portales, New Mexico.

Witness my hand and the seal of said court this third day of July, 1909. S. I. ROBERTS, Clerk. By Llewellyn Carter, Deputy.

CONTEST NOTICE.

U. S. Land office, Roswell, N. M., June 23, 1909. A sufficient contest affidavit having been filed in this office by Edward McDaniels, contestant, against homestead entry, No. 9706, made October 8, 1906, for southwest quarter section 26, township 1 south, range 33 east, N. M. principal meridian, by Charles N. Drew, Ryan, I. T., contestee, in which it is alleged that entryman has abandoned said tract and had not resided upon and cultivated same for more than six months prior to the date of said affidavit, and that said absence from the land was not due to his employment in the army or navy of the United States in time of war. Said parties are hereby notified to appear, respond, and offer evidence touching said allegation at 10 o'clock a. m. on August 7, 1909, before the Register and Receiver at the United States Land office in Roswell, New Mexico.

The said contestant having, in a proper affidavit, filed July 23, 1909, set forth facts which show that after due diligence personal service of this notice can not be made, it is hereby ordered and directed that such notice be given by due and proper publication.

CONTEST NOTICE.

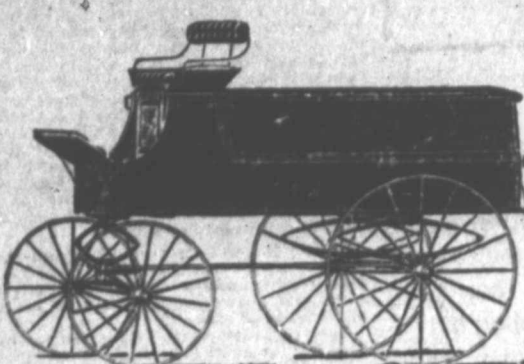
Department of the Interior, United States Land office, Roswell, N. M., July 1, 1909. A sufficient contest affidavit having been filed in this office by James B. Crawford at Portales, New Mexico, contestant, against homestead entry No. 14473, made March 14, 1908, for southeast quarter northeast quarter, section 24, township 2 south, range 35 east, by G. Lee Bradshaw, contestee, in which it is alleged, under date of April 2nd, 1909, that said G. Lee Bradshaw has wholly abandoned said tract, that he has changed his residence therefrom for more than six months since making said entry and next prior to the date of said affidavit that said tract is not settled upon and cultivated by the said party as required by law that said alleged absence from the said land was not due to his employment in the army, navy or marine corps of the United States, in any capacity, in time of war; said parties are hereby notified to appear, respond, and offer evidence touching said allegations at 10 o'clock a. m. on August 10, 1909, before Washington E. Lindsey, United States Commissioner, at his office in Portales, New Mexico, and that final hearing will be held at 10 o'clock a. m. on August 17, 1909, before the Register and Receiver at the United States Land office in Roswell, New Mexico.

The said contestant having, in a proper affidavit, filed July 1, 1909, set forth facts which show that after due diligence personal service of this notice can not be made, it is hereby ordered and directed that such notice be given by due and proper publication.

CONTEST NOTICE.

Department of the Interior, United States Land office, Roswell, N. M., July 1, 1909. A sufficient contest affidavit having been filed in this office by Thomas J. Cobb, contestant, against homestead entry, No. 10223, made November 28, 1906, for southeast quarter section 35, township 2 south, range 33 east, New Mexico principal meridian, by William S. Reason, contestee, in which it is alleged that said party has never made settlement on said tract and has wholly abandoned same for more than six months, said parties are hereby notified to appear, respond, and offer evidence touching said allegation at 10 o'clock a. m. on August 21, 1909, before W. E. Lindsey, U. S. Commissioner, in his office in Portales, New Mexico, and that final hearing will be held at 10 o'clock a. m. on August 21, 1909, before the Register and Receiver at the United States Land Office in Roswell, New Mexico.

New Undertaking Car



This cut is a likeness of the new Undertakers Car I have just received and added to my undertaking establishment, not so much for my own convenience, but that my friends, when they may so desire, may have a suitable conveyance in which to transport their deceased friends and dear ones to their last resting place without being forced to the expense of providing a hearse. This car is a modern one, in every respect, and in every way suitable for the purposes for which it is designed, and for which I have provided it. It is not always convenient, nor possible, to secure a hearse and, in most cases, the expense is beyond the ability to pay, so I have purchased this equipage that my friends might have its use free of charge. It may be well, also to remember that, aside from being the only licensed Embalmer and Undertaker in Portales, I have a very modern undertaking establishment and will do everything in my power to render you efficient and satisfactory service. Calls answered day or night. Telephone, office, 67 two rings; residence, 67 three rings.

Do That Job of Painting, Do it Now



Why Hughes' Crescent Cottage Paint is Superior to all Others. It is a well established fact that of all known white pigments, pure carbonate of lead has the greatest body, or covering properties. It has been shown by actual experiment, that lead, if used alone, and subjected to exposure for any length of time will, from chemical action, become dry and chalky so that it may easily be rubbed off. Oxide of zinc forms a hard and durable coating, that is not affected by exposure in the same manner as lead, therefore a combination of the two form the most desirable and best known base for house paints. Hughes' Crescent Cottage paint is made from this formula and thinned with pure linseed oil with sufficient Japan dryer and standard coloring to meet requirements.

Neer Guarantees Every Bucket of this Paint He Sells.

Neer, Drugs and Furniture

Opposite First National Bank.

Portales Grain and Coal Co.

ARTHUR JONES, Manager.

Go to the Portales Grain and Coal Company for the BEST Coal at the very lowest prices.

NO LOOSE STOCK IN OUR WAGON YARD.

...Your Patronage is Respectfully Solicited...

Portales Lumber Co

PORTALES, NEW MEXICO

Now is the time to build your cisterns, and we have the "Best Portland Cement" on the earth for building them with. If you have the money, "COME."

G. W. CARR, Manager

MRS. FLORENCE J. KINMAN
Professional Nurse
Residence three miles east and ten miles south of Portales. P.O. box 344 Portales, New Mexico.

MRS. ELLEN ROSSON Tournia
Professional Nurse
Call on me at my residence in East Portales, or leave word at Neer's Drug Store.

ED. J. NEER,
Undertaker and Licensed Embalmer
Office at Neer's Furniture Store. Calls answered day or night. Telephones, store 67, two rings; residence, 67 three rings.

G. B. CUNNINGHAM
Attorney at Law
Office next door to Portales hotel Portales, New Mexico

DR. J. F. GARMANY
Physician and Surgeon
OBSTETRICS A SPECIALTY
Office over Humphrey & Sledge's hardware store Portales, New Mexico.

DR. W. E. PATTERSON
Physician and Surgeon
Office at Neer's Drug Store.

DR. J. R. BRYAN
PHYSICIAN AND SURGEON
Office at Neer's Drug Store. Office phone, 67 two rings; residence, 73.

DR. T. C. WHITE,
Physician and Surgeon.
Office at White's drug store, 'phone No. 24.

DR. JOHN S. PEARCE,
Physician and Surgeon.
Office in Pearce & Dobb's drug store, Telephone No. 1.

REESE, CARTER & REESE,
Attorneys at Law
Office, Up-Stairs in Reese Building, Next Door to Postoffice.

WASHINGTON E. LINDSEY,
Attorney at Law,
Next Door to postoffice, Portales, New Mexico.

DR. L. R. HOUGH
...DENTIST...
Crown and Bridge Work a Specialty
Office Up-Stairs Reese Building PORTALES, NEW MEXICO

DR. T. E. PRESLEY,
SPECIALIST
Eye, Ear, Nose and Throat, at Neer's Drug Store once a month.

J. D. TUNNELL R. T. BRISTOW
TUNNELL & BRISTOW
ARCHITECTS
CLOVIS, NEW MEXICO

WILLIAM H. SNELL
Contractor and Builder
Estimates cheerfully furnished. Windows and doors made to order. Cabinet making and repair work promptly attended to. Shop back of Portales hotel.

W. T. WAGES
TRANSFER
Prompt attention given to all kinds of light and heavy hauling. Special attention given to local freight and household effects.

How is Your Time
PIECE?
I will repair your watch and regulate it and do it right. Jewelry repaired. At Red Cross drug store
W. E. MILLER

The Cough Syrup that rids the system of a cold by acting as a cathartic on the bowels is

BEES
LAXATIVE
COUGH SYRUP
Bees is the original laxative cough syrup. Contains no opiates, gently moves the bowels, carrying the cold off through the natural channels. Guaranteed to give satisfaction or money refunded.
PORTALES DRUG COMPANY,

Local and Personal.

Go to the O. K. barber shop. Edward Shuell left this week for Dennison, Texas.

E. L. Hinson of Tolar was a Portales visitor Wednesday. Leon Jones of Clovis visited here a few days the first of the week.

Mrs. D. Hardy went to Amarillo Tuesday to visit friends a few days.

E. A. Schweining and little son, of Clovis, were here a few days this week.

Miss Camille May of Fort Worth, Texas, is here visiting Miss Sadie Moore.

J. W. Kimmins of Tennessee arrived Tuesday to visit J. F. Kimmins near Longs.

Mrs. J. J. McGraw and children have returned from an extended visit in Oklahoma.

E. Stevens, civil engineer who has been here a few weeks, went to Amarillo Tuesday.

Will Brown and family of Shawnee, Oklahoma, are here visiting his brother, Ed Brown.

J. P. Stone, J. E. Morrison M. Servis Egbert Wood and G. L. Reese went to Amarillo Monday.

Miss Gertrude Jones, stenographer at the First National Bank, visited at Elida over Sunday.

John Alexander of Gainsville, Texas, a cousin of C. O. Leach, arrived Suneay to visit him a few days.

Miss Pearl Hughes of Texas, who has been here visiting Mrs. D. Hardy, left Tuesday to visit friends at Hereford.

Mrs. Pratt returned to her home at Enloe, Texas, Tuesday, after visiting her father, B. J. Brackeen, at Longs.

Edwin Neer went to Amarillo Monday to take in the sights at the automobile races and to ride on the scenic railway.

Mrs. J. W. Yates and sons Hubert and Uriel left Monday for Roswell to visit Mr. and Mrs. R. Y. Gregg about a week.

C. V. Harris, Ed Nash and Bascom Howard went to Amarillo Sunday to attend the auto show and U. C. V. reunion.

Miss Erminte Shepherd of Richland, a Holiness preacher, left Wednesday for Covington, Tenn., to hold meetings at that place.

E. B. Hawkins, wife and daughter, of Denton, Texas, arrived last week to visit about a month with V. W. Heatly and family.

J. L. Wood and daughter of Grove, Oklahoma, arrived Monday to visit his old friend, J. W. Farmer, and look at the country.

J. F. Moss of Fort Worth is here visiting his brother-in-law and sister, Mr. and Mrs. G. W. Carr, and his brother Will Moss.

Mrs. W. H. Hill and son Ray left Sunday for Caddo, Oklahoma, to visit about a month with her mother, Mrs. F. E. McPherrin.

Mr. and Mrs. W. G. Russell left Sunday for Aztec, New Mexico, where he has the position as principal of the schools for the coming year.

Mrs. Pennell, who has been here visiting her parents, Mr. and Mrs. Dequire, who lives west of town, left Wednesday for her home in Knox City, Texas.

L. W. Hardy and family have been enjoying a visit from his mother and sister-in-law, Mrs. L. Hardy, of Lubbock, Texas. They left for their home in Lubbock Sunday.

W. J. Horney, who lives about twelve miles southeast of Portales, was in town Monday and reports that there was three inches of rain fell at his place Sunday night.

Dr. C. E. Lukens, of Albuquerque, arrived here Wednesday on business.

I. R. Greathouse, of Pearson, returned Wednesday from a trip to Altus and Frederick, Oklahoma, and Vernon, Texas.

Mrs. Winn, sister of Mrs. M. Servis, who has been here visiting, left Wednesday for her home in Mountain Park, Oklahoma.

Mrs. W. Hughes, who lives near Portales, left Tuesday to visit relatives in Arkansas. Mr. Hughes accompanied her as far as Clovis.

Mr. and Mrs. George Bengel of Pearson are staying in Portales and expect to leave soon on an extended visit in Missouri and Oklahoma.

W. W. Cox, who has been here visiting his brother-in-law and sister, Mr. and Mrs. G. W. Cotney, left Tuesday for his home at Altus, Oklahoma.

Bud Steward, who has been working at Spring Lake, Texas, is here staying with his sisters while Mr. and Mrs. Steward are out on a camping out trip.

John Degraftenried, son of Buster Degraftenried, who has been going to school at El Paso, arrived the first of the week and visited friends here a few days.

John Tyson came in from the ranch the first of the week to spend a few days with his family. Cash Austin, who had been out on the Tyson ranch a few weeks, came in with him.

Doctors Hess & Clark stock food, chicken food, louse, flea, and mite instant killer, sold by C. W. Morris & Sons, are now offered to the people at ten per cent. discount for the next sixty days.

Wade Hardy, son of Mr. and Mrs. L. W. Hardy, and Allen Jones, son of Mr. and Mrs. K. W. Jones, arrived Monday from the ranch in Texas where they had been playing cow boy for a few weeks.

J. A. Clendennen, who has been living about ten miles east of Portales, left last week with his family for Mountain View, Oklahoma, where he expects to buy a place. He sold his place here to his son, J. W. Clendennen.

A. J. Watson of Richland was in Portales a few days this week. He reports they have had good rains in his section of the country and that the corn is tasseling, the maize and kafir head-egg out and watermelons setting on the vines.

J. L. Monroe, postmaster at Plateau, was a Portales visitor Tuesday, and reports crops looking well in his community. He went from here to Amarillo on business with the Santa Fe railroad relative to putting in a switch at Plateau.

Elida News: The Santa Fe pile driver and bridge crew are at work on the bridges across the draws on either side of Elida. They are preparing to put heavier steel on this end of the road so that they can run their large engines as far down as Roswell.

Fred Broadhead, who lives on the Lang place adjoining town, went over on the Pecos river west of here last week to get a bunch of steers he bought. He has leased the Clendennen place east of here and will hold the steers he bought on this place the balance of the summer.

Elida News: Word reached Elida this week that Mrs. W. B. Oldham had presented W. B. with twins, a boy and girl, but the same mail brought the sad news that the boy had died. The latest news is that Mrs. Oldham and the girl are getting along nicely and that Mr. Oldham will be home in a few days.

Business Locals.

Landers cleans clothes. I am still buying produce.—Austin.

Follow the crowd to the O. K. barber shop. First class barber at the O. K., Smith & Kirby, proprietors.

Red Star flour at R. R. Robert's next door to Warren-Fooshee's. Ice cream delivered by Portales Bottling Works. 'Phone No. 41.

Landers makes a specialty of cleaning and pressing ladies' skirts.

Clothes cleaned and pressed next to the Arkansas store, T. E. Landers.

I pay more for your poultry and eggs—Fred Crosby at Newsom's old stand.

T. E. Landers handles the celebrated Fred Kaufman line of tailor made clothes.

Bring your eggs and poultry to Fred Crosby at Newsom's old stand and get the cash.

Bring your eggs and poultry to Fred Crosby at Newsom's old stand and get the cash.

Take your poultry and eggs too Gamel Produce company and get the cash. West of Portales Hotel.

R. R. Roberts, the groceryman, has purchased a new delivery wagon for use in his rapid grocery trade.

Ice cream delivered to your residence at 85 cents a gallon or 50 cents for half a gallon, by Portales Bottling Works. 'Phone No. 41.

The Portales Grain and Coal company has just received a car of Rockvale nut coal. See them before putting in your winter supply.

Dr. Presley's regular appointment is at Doctors Patterson and Bryan's office at Neer's drug store every third Monday in each month.

Remember that \$1.00 pays for a years subscription to the Ladies club library, giving you access to about three hundred volumes of good literature.

N. H. Deahl, of the Portales Bottling works, is now making first class ice cream and will deliver to any part of town. 'Pone in your order, 'phone No. 41.

WANTS

Items under this head, not over five lines, one time, 25c; two times, 35c; four times, 50c.

FOR SALE—Three Jersey cows, one bull, full bloods, all young stock, span of mares, harness and hack. Call at this office.

NOTICE—The undersigned have left their places in the care of W. O. Davis until further notice.
H. M. LOGAN
LOGAN BROTHERS
Arch, New Mexico.

PROTECT YOUR STOCK— I am agent for the Protective and Detective association of Dallas, Texas, and will brand stock every Saturday at Osborne's wagon yard. Or I will come to any place to brand stock if notified by card.
T. H. BUCHANAN,
Portales, New Mexico.

PORTALES Barber Shop
FRED CROSBY, PROP'R
Best Equipments, Best Barbers, Hot and Cold Baths. We try our best to please you.

MARTIN BROS.
ALL KINDS OF
Pump and Wind Mill Repairing
Erecting, Babbiting, Etc.
Bicycle and General Repair Work
Shop Opposite Pecos Valley Hotel.

ALL KINDS OF
BLACKSMITHING
New Work and Repair Work.
Carriage and Wagon Work.
HORSESHOEING and Work on
Horses with Crippled Feet
a Specialty. Patrons solicited

J. S. PRUETT
Shop South of Arkansaw Store

MONUMENTS
We are Resident Agents of the Sweetwater Marble Works
See us for Designs and Prices
HUMPHREY & SLEDGE

J. P. STONE, President
S. A. MORRISON, Cashier
B. BLANKENSHIP, Vice-President
G. H. WILLIAMSON, Vice-President
A. F. JONES, Assistant Cashier

Condensed Report of Condition of
THE CITIZENS NATIONAL BANK
as made to the Comptroller of Currency at close of business Feb. 5th '09.

RESOURCES.		LIABILITIES.	
Loans and Discounts	\$118,506 24	Capital Stock	\$ 50,000 00
U. S. Bonds and Premiums	51,990 00	Surplus and Profits	11,000 00
Banking House, Furniture and Fix.	7,313 97	Circulation	20,000 00
Cash and due from Banks	84,687 40	Deposits	182,000 00
Total	\$262,497 61	Total	\$262,497 61

I certify the above statement to be correct.
S. A. MORRISON, Cashier.


The Red Cross Drug Store
Stay the Hand of Dread Disease
by taking precautionary measures. The real "first aid" are to be found right here in disinfectants for home use. We have guaranteed
Germ Destroyers
Don't wait until disease has settled upon you or yours, do the work while it is lurking around for a lodging spot.



THE RED CROSS DRUG STORE


Portales Furniture Emporium
When in need of new and second-hand
Furniture, Coffins, Caskets, Burial Robes
and Embalming, call at the above store, opposite the Vendome Hotel. Telephone No. 16.
WILLIAMS & LAWRENCE

Fruit, Candies,
And all kinds of Confections
ICE CREAM, COLD DRINKS
BAKERY
Goods of all kinds at
A. B. Austin's



J. W. TUCKER P. O. Box 116 L. B. TUCKER
TUCKER BROTHERS
CONTRACTORS and BUILDERS...
Estimates Cheerfully Furnished
If you contemplate building, we would be pleased to figure with you. Plans and Specifications furnished. See Us.

SAMUEL A. DOTSON
TINNER
All kinds of Tin Work, Tank Building, Etc. My work is guaranteed. My prices are always reasonable and just. Let me figure on your next job. Shop in rear of Jim Dumas' Restaurant. Call in and get acquainted.
Tanks that Don't Leak



Good Things FOR THE Table
Are easy to choose here. If you are tired of the usual things to eat just come and see our large and strictly first-class line of
...Staple and Fancy Groceries...
COX & MULLENNIX
Telephone Number 21.



WHISPERING SMITH

By FRANK H. SPEARMAN.

ILLUSTRATIONS BY ANDRÉ BOWLES

COPYRIGHT 1917 BY CHAS. SCRIBNER'S SONS



Continued from last week.

"You have no right to give such orders," McCloud said, distinctly, "nor to detain me, nor to obstruct our free passage along the right of way you have agreed to convey to us under our survey."

"Damn your survey! I never had a plat of any such survey. I don't recognize any such survey. And if your right-of-way men had ever said a word about crossing the creek above the fume I never would have given you a right of way at all."

"There were never but two lines run below the creek; after you raised objection I ran them both, and both were above the fume."

"Well, you can't put a grade there. I and some of my neighbors are going to dam up that basin, and the irrigation laws will protect our rights."

"I certainly can't put a grade in below the fume, and you refuse to talk about our crossing above it."

"I certainly do."

"Why not let us cross where we are, and run a new level for your ditch that will put the fume higher up?"

"You will have to cross below the fume where it stands, or you won't cross the ranch at all."

McCloud was silent for a moment. "I am using a supported grade there for eight miles to get over the hill within a three-tenths limit. I can't drop back there. We might as well not build at all if we can't hold our grade, whereas it would be very simple to run a new line for your ditch, and my engineers will do it for you without a dollar of expense to you, Mr. Dunning."

Lance Dunning waved his hand as an ultimatum. "Cross where I tell you to cross, or keep off the Stone ranch. Is that English?"

"It certainly is. But in matter of fact we must cross on the survey agreed on in the contract for a right-of-way deed."

"I don't recognize any contract obtained under false representations."

"Do you accuse me of false representations?"

Lance Dunning flipped the ash from his cigar. "Who are you?"

"I am just a plain, every-day civil engineer, but you must not talk false representations in any contract drawn under my hand."

"I am talking facts. Whispering Smith may have rigged the joker—I don't know. Whoever rigged it, it has been rigged all right."

"Any charge against Whispering Smith is a charge against me. He is not here to defend himself, but he



"Cousin Lance!"

needs no defense. You have charged me already with misleading surveys. I was telephoned for this morning to come over to see why you had held up our work, and your men cover me with rifles while I am riding on a public road."

"You have been warned, or your men have, to keep off this ranch. Your man Stevens cut our wires this morning."

"As he had a perfect right to do on our right of way."

"If you think so, stranger, go ahead again!"

"Oh, no! We won't have civil war—not right away, at least. And if you and your men have threatened and browbeaten me enough for to-day, I will go."

"Don't set foot on the Stone ranch again, and don't send any men here to trespass, mark you!"

"I mark you perfectly. I did not set foot willingly on your ranch to-day. I was dragged on it. Where the men are grading now, they will finish their work."

"No, they won't."

"What would you drive us off land you have already deeded?"

"The first man that cuts our wires or orders them out where they were strung yesterday will get into trouble."

"Then don't string any wires on land that belongs to us, for they will

certainly come down if you do."

Lance Dunning turned in a passion. "I'll put a bullet through you if you touch a barb of Stone ranch wire!"

Stevie Gorman jumped forward with his hand covering the grip of his six-shooter. "Yes, damn you, and I'll put another!"

"Cousin Lance!" Dickie Dunning advanced swiftly into the room. "You are under our own roof, and you are wrong to talk in that way."

Her cousin stared at her. "Dickie, this is no place for you!"

"It is when my cousin is in danger of forgetting he is a gentleman."

"You are interfering with what you know nothing about!" exclaimed Lance, angrily.

"I know what is due to every one under this roof."

"Will you be good enough to leave this room?"

"Not if there is to be any shooting or threats of shooting that involve my cousin."

"Dickie, leave the room!"

There was a hush. The cowboys dropped back. Dickie stood motionless. She gave no sign in her manner that she heard the words, but she looked very steadily at her cousin.

"You forget yourself!" was all she said.

"I am master here!"

"Also my cousin," murmured Dickie, evenly.

"You don't understand this matter at all!" declared Lance Dunning, vehemently.

"Nothing could justify your language."

"Do you think I am going to allow this railroad company to ruin this ranch while I am responsible here? You have no business interfering, say!"

"I think I have."

"These matters are not of your affair!"

"Not of my affair?" The listeners stood riveted. Dickie felt herself swallowing, and took a step forward with an effort as Dickie advanced.

Her hair, loosened by her ride, spread low upon her head. She stood in her saddle habit, with her skirt still in hand. "Any affair that may lead my cousin into shooting is my affair. I make it mine. This is my father's roof. I neither know nor care anything about what led to this quarrel, but the quarrel is mine now. I will not allow my cousin to plunge into anything that may cost him his life or ruin it. She turned suddenly, and her eyes fell on McCloud. "I am not willing to leave either myself or my cousin in a false position. I regret especially that Mr. McCloud should be brought into so unpleasant a scene, because he has already suffered rudeness at my own hands."

McCloud flushed. He raised his hand slightly.

"And I am very sorry for it," added Dickie, before he could speak. Then, turning, she withdrew from the room.

"I am sure," said McCloud, slowly, as he spoke again to her cousin, "there need be no serious controversy over the right-of-way matter, Mr. Dunning. I certainly shall not precipitate any. Suppose you give me a chance to ride over the ground with you again and let us see whether we can't arrive at some conclusion?"

But Lance was angry, and cursed his wrath a long time.

CHAPTER XIII.

The Shot in the Pass.

Dickie walked hurriedly through the dining room and out upon the rear porch. Her horse was standing where she had left him. Her heart beat furiously as she caught up the reins, but she sprang into the saddle and rode rapidly away. The flood of her temper had brought a disregard of consequences; it was in the glow of her eyes, the lines of her lips, and the tremor of her nostrils as she breathed long and deeply on her flying horse.

When she checked Jim she had ridden miles, but not without a course nor without a purpose. Where the roads ahead of her parted to lead down the river and over the Elbow Pass to Medicine Bend, she halted within a clump of trees almost where she had first seen McCloud. Beyond the Mission mountains the sun was setting in a fire like that which glowed under her eyes. She could have counted her heart-beats as the crimson ball sank below the verge of the horizon and the shadows threw up the silver thread of the big river and deepened across the heavy green of the alfalfa fields. Where Dickie sat, struggling with her bounding pulse, and holding Jim tightly in, no one from the ranch or, indeed, from the up-country could pass her unseen. She was waiting for a horseman, and the sun had set but a few minutes when she heard a sharp gallop coming down the upper road from the hills.

All her brave plans, terror-stricken at the sound of the hoof-beats, fled from her utterly. She was stunned

by the suddenness of the crisis. She had meant to stop McCloud and speak to him, but before she could summon her courage a tall, slender man on horseback dashed past within a few feet of her. She could almost have touched him as he flew by, and a horse less steady than Jim would have shied under her. Dickie caught her breath. She did not know this man—she had seen only his eyes, oddly bright in the twilight as he passed—but he was not of the ranch. He must have come from the hill road, she concluded, down which she herself had just ridden. He was somewhere from the north, for he sat his horse like a statue and rode like the wind.

But the encounter nerved her to her resolve. Some leaden moments passed, and McCloud, galloping at a far milder pace toward the fork of the roads, checked his speed as he approached. He saw a woman on horseback waiting in his path.

"Miss Dunning!"

"I could not forgive myself if I waited too long to warn you that threats have been made against your life. Not of the kind you heard to-day. My cousin is not a murderer, and never could be, I am sure, in spite of his talk; but I was frightened at the thought that if anything dreadful should happen his name would be brought into it. There are enemies of yours in this country to be feared, and it is against these that I warn you. Good-night!"

"Surely you won't ride away without giving me a chance to thank you!" exclaimed McCloud. Dickie checked her horse. "I owe you a double debt of gratitude," he added, "and I am anxious to assure you that we desire nothing that will injure your interests in any way in crossing your lands."

"I know nothing about those matters, because my cousin manages everything. It is growing late and you have a good way to go, so good-night."

"But you will allow me to ride back to the house with you?"

"Oh, no, indeed, thank you!"

"It will soon be dark and you are alone."

"No, no! I am quite safe and I have only a short ride. It is you who have far to go," and she spoke again to Jim, who started briskly.

"Miss Dunning, won't you listen just a moment? Please don't run away!" McCloud was trying to come up with her. "Won't you hear me a moment? I have suffered some little humiliation to-day; I should really rather be shot up than have more put on me. I am a man and you are a woman, and it is already dark. Isn't it for me to see you safely to the house? Won't you at least pretend I can act as an escort and let me go with you? I should make a poor figure trying to catch you on horseback."

Dickie nodded naively. "With that horse."

"With any horse—I know that," said McCloud, keeping at her side.

"But I can't let you ride back with me," declared Dickie, urging Jim and looking directly at McCloud for the first time. "How could I explain?"

"Let me explain. I am famous for explaining," urged McCloud, spurring, too.

"And will you tell me what I should be doing while you were explaining?" she asked.

"Perhaps getting ready a first aid for the injured."

"I feel as if I ought to run away," declared Dickie, since she had clearly decided not to. "It will have to be a compromise, I suppose. You must not ride farther than the first gate, and let us take this trail instead of the road. Now make your horse go as fast as you can and I'll keep up."

But McCloud's horse, though not a wonder, went too fast to suit his rider, who divided his efforts between checking him and keeping up the conversation. When McCloud dismounted to open Dickie's gate, and stood in the twilight with his hat in his hand and his bridle over his arm, he was telling a story about Marion Sinclair, and Dickie in the saddle, tapping her knee with her bridle-rein, was looking down and past him as if the light upon his face were too bright. Before she would start away she made him remount, and he said good-by only after half a promise from her that she would show him sometime a trail to the top of Bridge's Peak, with a view of the Peace river on the east and the Mission range on the west, and the park country on the north. Then she rode away at an amazing run, nodding back at he sat still holding his hat above his head.

McCloud galloped toward the pass with one determination—that he would have a horse, and a good one, one that could travel with Jim, if it cost him his salary. He exulted as he rode, for the day had brought him everything he wished, and humiliation had been swallowed up in triumph. It was near dark when he reached the crest be-

tween the hills. At this point the southern grade of the pass winds sharply, whence its name, the Elbow; but from the head of the pass the grade may be commanded at intervals for half a mile. Trotting down this road with his head in a whirl of excitement, McCloud heard the crack of a rifle; at the same instant he felt a sharp slap at his hat. Instinct works on all brave men very much alike.



McCloud Laid His Head Low and Spurred His Horse.

McCloud dropped forward in his saddle, and, seeking no explanation, laid his head low and spurred Bill Dunning's horse for life or death. The horse, quite amazed, bolted and swerved down the grade like a snipe, with his rider crouching close for a second shot. But no second shot came, and after another mile McCloud ventured to take off his hat and put his finger through the holes in it, though he did not stop his horse to make the examination. When they reached the open country the horse had settled into a fast, long stride that not only redeemed his reputation but relieved his rider's nerves.

When McCloud entered his office it was half past nine o'clock, and the first thing he did before turning on the lights was to draw the window-shades. He examined the hat again, with sensations that were new to him—fear, resentment, and a hearty hatred of his enemies. But all the while the picture of Dickie remained. He thought of her nodding to him as they parted in the saddle, and her picture blotted out all that had followed.

CHAPTER XIV.

At the Wickiup.

Two nights later Whispering Smith rode into Medicine Bend. "I've been up around Williams Cache," he said, answering McCloud's greeting as he entered the upstairs office. "How goes it?" He was in his riding rig, just as he had come from a late supper.

When he asked for news McCloud told him the story of the trouble with Lance Dunning over the survey, and added that he had referred the matter to Glover. He told then of his unpleasant surprise when riding home afterward.

"Yes," assented Smith, looking with feverish interest at McCloud's head; "I heard about it."

"That's odd, for I haven't said a word about the matter to anybody but Marion Sinclair, and you haven't seen her."

"I heard up the country. It is great luck that he missed you."

"Who missed me?"

"The man that was after you."

"The bullet went through my hat."

"Let me see the hat."

McCloud produced it. It was a heavy, broad-brimmed Stetson, with a bullet hole cut cleanly through the front and the back of the crown. Smith made McCloud put the hat on and describe his position when the shot was fired. McCloud stood up, and Whispering Smith eyed him and put questions.

"What do you think of it?" asked McCloud when he had done.

Smith leaned forward on the table and pushed McCloud's hat toward him as if the incident were closed. "There is no question in my mind, and there never has been, but that Stetson puts up the best hat worn on the range."

McCloud raised his eyebrows. "Why, thank you! Your conclusion clears things so. After you speak a man has nothing to do but guess."

"But, by heaven, George," exclaimed Smith, speaking with unaccustomed fervor, "Miss Dickie Dunning is a hummer, isn't she? That child will have the whole range going in another year. To think of her standing up and lashing her cousin in that way when he was browbeating a railroad man!"

"Where did you hear about that?"

"The whole Crawling Stone country

is talking about it. You never told me you had a misunderstanding with Dickie Dunning at Marion's. Loosen up!"

"I will loosen up in the way you do. What scared me most, Gordon, was waiting for the second shot. Why didn't he fire again?"

"Doubtless he thought he had you the first time. Any man big enough to start after you is not used to shooting twice at 250 yards. He probably thought you were falling out of the saddle; and it was dark. I can account for everything but your reaching the pass so late. How did you spend all your time between the ranch and the foothills?"

McCloud saw there was no escape from telling of his meeting with Dickie Dunning, of her warning, and of his ride to the gate with her. Every point brought a suppressed exclamation from Whispering Smith. "So she gave you your life," he mused. "Good for her! If you had got into the pass on time you could not have got away—the cards were stacked for you. He overestimated you a little, George; just a little. Good men make mistakes. The sport of circumstances that we are! The sport of circumstances!"

"Now tell me how you heard so much about it, Gordon, and where?"

"Through a friend, but forget it."

"Do you know who shot at me?"

"Yes."

"I think I do, too. I think it was the fellow that shot so well with the rifle at the barbecue—what was his name? He was working for Sinclair, and perhaps is yet."

"You mean Seagrue, the Montana cowboy? No, you are wrong. Seagrue is a man-killer, but a square one."

"How do you know?"

"I will tell you sometime—but this was not Seagrue."

"One of Dunning's men, was it? Stormy Gorman?"

"No, no, a very different sort! Stormy is a wind-bag. The man that is after you is in town at this minute, and he has come to stay until he finishes his job."

"The devil! That's what makes your eyes so bright, is it? Do you know him?"

"I have seen him. You may see him yourself if you want to."

"I'd like nothing better. When?"

"To-night—in 30 minutes." McCloud closed his desk. There was a rap at the door.

"That must be Kennedy," said Smith. "I haven't seen him, but I sent him word for him to meet me here. The door opened and Kennedy entered the room."

"Sit down, Farrell," said Whispering Smith, easily. "Ve gates?"

"How's that?"

"We geht ee? Don't pretend you can't make out my German. He is trying to let on he is not a Dutchman," observed Whispering Smith to McCloud. "You wouldn't believe it, but I can remember when Farrell wore wooden shoes and lighted his pipe with a candle. He sleeps under a feather bed yet. Du Sang is in town, Farrell."

"Du Sang!" echoed the tall man with mild interest as he picked up a ruler and, throwing his leg on the edge of the table, looked cheerful.

"How long has Du Sang been in town? Visiting friends or doing business?"

"He is after your superintendent. He has been here since four o'clock, I reckon, and I've ridden a hard road today to get in in time to talk it over with him. Want to go?"

Kennedy slapped his leg with the ruler. "I always want to go, don't I?"

"Farrell, if you hadn't been a railroad man you would have made a great undertaker, do you know that?"

Kennedy, slapping his leg, showed his ivory teeth. "You have such an instinct for funerals," added Whispering Smith.

"Now, Mr. Smith! Well, who are we waiting for? I'm ready," said Kennedy, taking out his revolver and examining it.

McCloud put on his new hat and asked if he should take a gun. "You are really accompanying me as my guest, George," explained Whispering Smith, reproachfully. "Won't it be fun to shove this man right under Du Sang's nose and make him bat his eyes?" he added to Kennedy. "Well, put one in your pocket if you like, George, provided you have one that will go off when sufficiently urged."

McCloud opened the drawer of the table and took from it a revolver. Whispering Smith reached out his hand for the gun, examined it, and handed it back.

"You don't like it."

Smith smiled a sickly approbation. "A forty-five gun with a thirty-eight bore, George? A little light for shock; a little light. A bullet is intended to kill him, but, if possible, to keep him from killing you. Never mind, we all have our fads. Come on!"

At the foot of the stairs Whispering Smith stopped. "Now I don't know where we shall find this man, but we'll try the Three Horses." As they started down the street McCloud took the inside of the sidewalk, but Smith dropped behind and brought McCloud into the middle. They failed to find Du Sang at the Three Horses, and leaving started to round up the street. They visited many places, but each was entered in the same way. Kennedy sauntered in first and moved slowly ahead. He was to step aside only in case he saw Du Sang. McCloud in every instance followed him, with Whispering Smith just behind, amiably surprised. They spent an hour in and out of the Front street resorts, but their search was fruitless.

"You are sure he is in town?" asked Kennedy. The three men stood deliberating in the shadow of a side street.

"Sure!" answered Whispering Smith. "Of course, if he turns the trick he wants to get away quietly. He is lying low. Who is that, Farrell?"

A man passing out of the shadow of a shade tree was crossing Fort street 100 feet away.

"It looks like our party," whispered Kennedy. "No, stop a bit!" They drew back into the shadow. "That is Du Sang," said Kennedy; "I know his hobble."

CHAPTER XV.

A Test.

Du Sang had the sideway gait of a wolf, and crossed the street with the choppy walk of the man out of a long saddle. Being both uncertain and quick, he was a man to slip a trail easily. He traveled around the block and disappeared among the many open doors that blazed along Hill street. Less alert trailers than the two behind him would have been at fault; but when he entered the place he was looking for, Kennedy was so close that Du Sang could have spoken to him had he turned around.

Kennedy passed directly ahead. A moment later Whispering Smith put his head inside the door of the Joint Du Sang had entered, withdrew it, and, rejoining his companions, spoke in an undertone: "A negro dive; he's lying low. Now we will keep our regular order. It's a half-basement, with a bar on the left; crap games at the table behind the screen on the right. Kennedy, will you take the rear end of the bar? It covers the whole room and the back door. George, pass in ahead of me and step just to the left of the slot machine; you've got the front door there and everything behind the screen, and I can get close to Du Sang. Look for a thin, yellow-faced man with a brown hat and a brown shirt—and pink eyes—shooting craps under this window. I'll shoot craps with him. Is your heart pumping, George? Never mind, this is easy! Farrell, you're first!"

The dive, badly lighted and ventilated, was counted tough among tough places. White men and colored mixed before the bar and about the tables. When Smith stepped around the screen and into the flare of the hanging lamps, Du Sang stood in the small corner below the screened street window. McCloud, though vitally interested in looking at the man that had come to town to kill him, felt his attention continually wandering back to Whispering Smith. The clatter of the rolling dice, the guttural jargon of the negro gamblers, the drift of men to and from the bar, and the clouds of tobacco smoke made a hazy background for the stoop-shouldered man with his gray hat and shabby coat, dust-covered and travel-stained. Industrious licking the broken wrapper of a cheap cigar and rolling it fondly under his forefinger, he was making his way unostentatiously toward Du Sang. Thirty-odd men were in the saloon, but only two knew what the storm center moving slowly across the room might develop. Kennedy, seeing everything and talking pleasantly with one of the barkeepers, his close-set teeth gleaming 30 feet away, stood at the end of the bar sliding an empty glass between his hands. Whispering Smith pushed past the on-lookers to get to the end of the table where Du Sang was shooting. He made no effort to attract Du Sang's attention, and when the latter looked up he could have pulled the gray hat from the head of the man whose brown eyes were mildly fixed on Du Sang's dice; they were lying just in front of Smith. Looking indifferently at the intruder, Du Sang reached for the dice; just ahead of his right hand, Whispering Smith's right hand, the finger-tips extended on the table, were in front of them; it might have been through accident, or it might have been through design. In his left hand Smith held the broken cigar, and without looking at Du Sang he passed the wrapper again over the tip of his tongue and slowly across his lips.

Du Sang and Smith were playing table—it is Sang who hand from waistcoat ever, made. He scratch a either bec through de second tim cross betw The mea would no Sang hea mildly au Pearline! pushed the law. "Sho Du Sang, dice and th "Up jum again!" Ai Smith move two men to threaten him, waite mysterious like a badg dice and th can do?" As He took up t Smith thro ward Du Sa but, reachi Sang, he pic eleven. "Wha "What's y Sang, with a "What do coln? I'll t pieces." Du Sang's understand t he stood like "This is m "Then play "Look here, demanded, an Smith step you've got. I



"Take Your H..."

Du Sang... He snapped the die and looked squ "Got any Sugar Du Sang for a ly back; his ey time to a mere. ten as thought, the corner. Ke the table, wate move. For the dealer looked in It was a showi ing the two m breathed for a Smith, motionle half-closed eye craps," he said you shoot, Pear a man on horse Du Sang knee quick kill or i took in the fie neddy's teeth gl away, and with under his coat l watch-chain. M from the slot u the point of the Sang and laughi ing Smith thro "Take your hand you albino! I'll left-handed if yo out of this town drop a man in th what do you thi er a break with whelp that hire when he wants send a man that with 20 miles daylight I'll rop and drag you do Du Sang, with narrow and sm ready to shoot not liking the c Williams Cache with Du Sang. mountains had e against the ma Whispering Sm not draw. He t low tones, and a laughingly to M sady covered the to the door and y John him. They the door, then th the steps and ou There was no t the Wickiup offic of you tell me M McCloud, after Ke ing Smith with Kennedy picked

Du Sang now looked sharply at him, and Smith looked at his cigar. Others were playing around the semi-circular table—it might mean nothing. Du Sang waited. Smith lifted his right hand from the table and felt in his waistcoat for a match. Du Sang, however, made no effort to take up the dice. He watched Whispering Smith scratch a match on the table, and, either because it failed to light or through design, it was scratched the second time on the table, marking a cross between the two dice.

The meanest negro in the joint would not have stood that, yet Du Sang hesitated. Whispering Smith, mildly surprised, looked up. "Hello, Pearlina! You shooting here?" He pushed the dice back toward the outlaw. "Shoot again!"

Du Sang, scowling, snapped the dice and threw badly. "Up jump the devil, is it? Shoot again!" And, pushing back the dice, Smith moved closer to Du Sang. The two men touched arms. Du Sang, threatened in a way wholly new to him, waited like a snake braved by a mysterious enemy. His eyes blinked like a badger's. He caught up the dice and threw. "Is that the best you can do?" asked Smith. "See here!" He took up the dice. "Shoot with me!" Smith threw the dice up the table toward Du Sang. Once he threw craps, but, reaching directly in front of Du Sang, he picked the dice up and threw eleven. "Shoot with me, Du Sang."

"What's your game?" snapped Du Sang, with an oath. "What do you care, if I've got the coin? I'll throw you for \$20 gold pieces."

Du Sang's eyes glittered. Unable to understand the reason for the affront, he stood like a cat waiting to spring. "This is my game!" he snarled. "Then play it."

"Look here, what do you want?" he demanded, angrily. "Smith stepped closer. "Any game you've got. I'll throw you left-handed,



"Take Your Hand from Your Gun, You Albino!"

Du Sang. With his right hand he snapped the dice under Du Sang's nose and looked squarely into his eyes. "Got any Sugar Buttes money?"

Du Sang for an instant looked keenly back; his eyes contracted in that time to a mere narrow slit; then, sudden as thought, he sprang back into the corner. Kennedy, directly across the table, watched the lightning-like move. For the first time the craps-dealer looked impatiently up.

It was a showdown. No one watching the two men under the window, breathed for a moment. Whispering Smith, motionless, only watched the half-closed eyes. "You can't shoot craps," he said, coldly. "What can you shoot, Pearlina? You can't stop a man on horseback."

Du Sang knew he must try for a quick kill or make a retreat. He took in the field at a glance. Kennedy's teeth gleamed only ten feet away, and with his right hand half under his coat lapel he toyed with his watch-chain. McCloud had moved in from the slot machine and stood at the point of the table, looking at Du Sang and laughing at him. Whispering Smith threw off all pretense. "Take your hand away from your gun, you albino! I'll blow your head off left-handed if you pull! Will you get out of this town to-night? If you can't drop a man in the saddle at 250 yards, what do you think you'd look like after a break with me? Go back to the whelp that hired you, and tell him when he wants a friend of mine to send a man that can shoot. If you are within 20 miles of Medicine Bend at daylight I'll rope you like a fat cow and drag you down Front street!"

Du Sang, with burning eyes, shrank narrower and smaller into his corner, ready to shoot if he had to, but not liking the chances. No man in Williams Cache could pull or shoot with Du Sang, but no man in the mountains had ever drawn successfully against the man that faced him.

Whispering Smith saw that he would not draw. He taunted him again in low tones, and, backing away, spoke laughingly to McCloud. While Kennedy covered the corner, Smith backed to the door and waited for the two to join him. They halted a moment at the door, then they backed slowly up the steps and out into the street.

There was no talk till they reached the Wickup office. "Now, will you tell me who Du Sang is?" asked McCloud, after Kennedy and Whispering Smith with banter and laughing had gone over the scene.

Kennedy picked up the ruler. "The

wickedest, cruelest man in the bunch—and the best shot."

"Where is your hat, George—the one he put the bullet through?" asked Whispering Smith. "Hmp in the big chair. "Burn it up; he thinks he missed you. Burn it up now. Never let him find out what a close call you had. Du Sang! Yes, he is cold-blooded as a wild-cat and cruel as a soft bullet. Du Sang would shoot a dying man, George, just to keep him squirming in the dirt. Did you ever see such eyes in a human being, set like that and blinking so in the light? It's bad enough to watch a man when you can see his eyes. Here's hoping we're gone with him!"

CHAPTER XVI.

New Plans. Callahan crushed the tobacco under his thumb in the palm of his right hand. "So I am sorry to add," he concluded to McCloud, "that you are now out of a job." The two men were facing each other across the table in McCloud's office. "Personally, I am not sorry to say it, either," added Callahan, slowly filling the bowl of his pipe.

McCloud said nothing to the point, as there seemed to be nothing to say until he had heard more. "I never knew before that you were left-handed," he returned, evasively.

"It's a lucky thing, because it won't do for a freight-traffic man, nowadays, to let his right hand know what his left hand does," observed Callahan, feeling for a match. "I am the only left-handed man in the traffic department, but the man that handles the rebates, Jimmie Black, is cross-eyed. Bucks offered to send him to Chicago to have Bryson straighten his eyes, but Jimmie thinks it is better to have them as they are for the present, so he can look at a thing in two different ways—one for the interstate commerce commission and one for himself. You haven't heard, then?" continued Callahan, returning to his riddle about McCloud's job. "Why, Lance Dunning has gone into the United States court and got an injunction against us on the Crawling Stone line—used us up tighter than zero. No more construction there for a year at least. Dunning comes in for himself and for a cousin who is his ward, and three or four little ranchers have filed bills—so it's up to the lawyers for 80 per cent. of the gate receipts and peace. Personally, I'm glad of it. It gives you a chance to look after this operating for a year yourself. We are going to be swamped with freight traffic this year, and I want it moved through the mountains like checkers for the next six months. You know what I mean, George."

To McCloud the news came, in spite of himself, as a blow. The results he had attained in building through the lower valley had given him a name among the engineers of the whole line. The splendid showing of the winter construction, on which he had depended to enable him to finish the whole work within the year, was by this news brought to naught. Those of the railroad men who said he could not deliver a completed line within the year could never be answered now. And there was some slight bitterness in the reflection that the very stumbling-block to hold him back, to rob him of his chance for a reputation with men like Glover and Bucks, should be the lands of Dickie Dunning.

He made no complaint. On the division he took hold with new energy and bent his faculties on the operating problems. At Marion's he saw Dickie at intervals, and only to fall more hopelessly under her spell each time. She could be serious and she could be volatile and she could be something between which he could never quite make out. She could be serious with him when he was serious, and totally irresponsible the next minute with Marion. On the other hand, when McCloud attempted to be slipshod, Dickie could be confusingly grave. Once when he was bantering with her at Marion's she tried to say something about her regret that complications over the right of way should have arisen; but McCloud made light of it, and waved the matter aside as if he were a cavalier. Dickie did not like it, but it was only that he was afraid she would realize he was a mere railroad superintendent with hopes of a record for promotion quite blasted. And as if this obstacle were a greater reputation were not enough, a willer enemy threatened in the spring to leave only shreds and patches of what he had already earned.

The Crawling Stone river is said to embody, historically, all of the details known to mountain streams. Below the Box Canyon it flows through a great bed of yielding silt, its own deposit between the two imposing lines of bluffs that resist its wanderings from side to side of the wide valley. This fertile soil makes up the rich lands that are the envy of less fortunate regions in the Great Basin; but the Crawling Stone is not a river to give quiet title to one acre of its own making. The toll of its centuries spreads beautifully green under the June skies, and the unsuspecting settler, lulled into security by many years of the river's repose, settles on its level bench land and lays out his long lines of possession; but the Sioux will tell you in their own talk that the man is but a tenant at will; that in another time and at another place the stranger will inherit his fields; and that the Crawling Stone always comes back for its own.

The winter had been an unusual one even in a land of winters. The season's fall of snow had not been above an average, but it had fallen in the spring and had been followed by excessively low temperatures throughout the mountains. June came again, but a strange June. The first rise of the Crawling Stone had not moved out the winter frost, and the stream lay bound from bank to bank, and for hundreds of miles, under three feet of ice. When June opened, backward and cold, there had been no spring. Heavy frosts lasting until the middle of the month gave sudden way to summer heat, and the Indians on the upper valley reservation began moving back into the hills. Then came the rise. Creek after creek in the higher mountains, ice-bound for six months, burst without warning into flood. Soft winds struck with the sun and stripped the mountain walls of their snow. Rain set in on the desert, and far in the high northwest the Crawling Stone lifting its four-foot cap of ice like a bed of feathers began rolling it end over end down the valley. In the Box, 40 feet of water struck the canyon walls and ice-floes were hurled like torpedoes against the granite spurs; the Crawling Stone was starting after its own.

When the river rose, the earlier talk of Dunning's men had been that the Crawling Stone would put an end to the railroad pretensions by washing the 250 miles of track back to the Pease river, where it had started. This much in the beginning was easy to predict; but the railroad men had turned out in force to fight for their holdings, and while the ranchers were laughing, the river was flowing over the bench lands in the upper valley.

CHAPTER XVII.

The Crawling Stone Rises. So sudden was the onset of the river that the trained riders of the big ranch were taken completely aback, and hundreds of head of Dunning cattle were swept away before they could be removed to points of safety. Fresh alarms came with every hour of the day and night, and the telephones up and down the valley rang incessantly with appeals from neighbor to neighbor. Lance Dunning, calling out the reserves of his vocabulary, swore tremendously and directed the operations against the river. These seemed, indeed, to consist mainly of hard riding and hard language on the part of everybody. Murray Sinclair, although he had sold his ranch on the Crawling Stone and was concentrating his holdings on the Frenchman, was everywhere in evidence. He was the first at a point of danger and the last to ride away from the slipping acres where the muddy flood undercut; but no defiance seemed to disturb the Crawling Stone, which kept alarmingly at work.

Above the alfalfa lands on the long bench north of the house the river, in changing its course many years earlier, had left a depression known as Mud lake. It had become separated from the main channel of the Crawling Stone by a high, narrow barrier in the form of a bench deposited by the receding waters of some earlier flood, and added to by sandstorms sweeping among the willows that overspread it. Without an effective head or definite system of work the efforts of the men at the Stone ranch were of no more consequence than if they had spent their time in waving blankets at the river. Twenty men riding in together to tell Lance Dunning that the river was washing out the tree claims above Mud lake made no perceptible difference in the event. Dickie, though an inexperienced girl, saw with helpless clearness the futility of it all.

Terror seized Dickie. She telephoned in her distress for Marion, begging her to come up before they should all be swept away; and Marion, turning the sheep over to Katie Dunning, got into the ranch-wagon that Dickie had sent and started for the Crawling Stone.

At noon Marion arrived. The ranch-house was deserted, and the men were all at the river. Puss stuck her head out of the kitchen window, and Dickie ran out and threw herself into Marion's arms. Late news from the front had been the worst; the cutting above Mud lake had weakened the last barrier that held off the river, and every available man was fighting the current at that point.

Marion heard it all while eating a luncheon. Dickie, beset with anxiety, could not stay in the house. The man that had driven Marion over, saddled horses in the afternoon and the two women rode up above Mud lake, now become through rainfall and seepage from the river a long, shallow lagoon. For an hour they watched the shoveling and carrying of sand-bags, and rode toward the river to the very edge of the disappearing willows, where the bank was melting away before the undercut of the restless current. They rode away with a common feeling—a conviction that the fight was a losing one, and that another day would see the ruin complete.

"Dickie," exclaimed Marion—they were riding to the house as she spoke—"I'll tell you what we can do!" She hesitated a moment. "I will tell you what we can do! Are you plucky?"

Dickie looked at Marion pathetically. "If you are plucky enough to do it, we can keep the river off yet. I have an idea. I will go, but you must come along." "Marion, what do you mean? Don't you think I would go anywhere to

save the ranch? I should like to know where you dare go in this country that I dare not!"

"Then ride with me over to the railroad camp by the new bridge. We will ask Mr. McCloud to bring some of his men over. He can stop the river; he knows how."

Dickie caught her breath. "Oh, Marion! that would do no good, even I could do it. Why, the railroad has been all swept away in the lower valley."

"How do you know?" "So every one says." "Who is every one?"

"Cousin Lance, Mr. Sinclair—all the men. I heard that a week ago."

"Dickie, don't believe it. You don't know these railroad men. They understand this kind of thing; cattlemen, you know, don't. If you will go with me we can get help. I feel just as sure that those men can control the river as I do that I am looking at you—that is, if anybody can. The question is do you want to make the effort?"

They talked until they left the horses and entered the house. When they sat down, Dickie put her hands to her face. "Oh, I wish you had said nothing about it! How can I go to him and ask for help now—after Cousin Lance has gone into court about the line and everything? And of course my name is in it all."

"Dickie, don't raise specters that have nothing to do with the case. If we go to him and ask him for help he will give it to us if he can; if he can't, what harm is done? He has been up and down the river for three weeks, and he has an army of men camped over by the bridge. I know that, because Mr. Smith rode in from there a few days ago."

"What, Whispering Smith? Oh, if he is there I would not go for worlds!" "Pray, why not?"

"Why, he is such an awful man!" "That is absurd, Dickie."

Dickie looked grave. "Marion, no man in this part of the country has a good word to say for Whispering Smith."

"Perhaps you have forgotten, Dickie, that you live in a very rough part of the country," returned Marion, coolly. "No man that has ever hunted down would have anything pleasant to say about him; nor would the friends of such a man be likely to say a good word of him. There are many on the range, Dickie, that have no respect for life or law or anything else, and they naturally hate a man like Whispering Smith."

"But Marion, he killed—"

"I know. He killed a man named Williams a few years ago, while you were at school—one of the worst men that ever infested this country. Williams Cache is named after that man; he made the most beautiful spot in all these mountains a nest of thieves and murderers. But did you know that Williams shot down Gordon Smith's only brother, a trainmaster, in cold blood in front of the Wickup at Medicine Bend? No, you never heard that in this part of the country, did you? They had a cow-tie for sheriff then, and no officer in Medicine Bend would go after the murderer. He rode in and out of town as if he owned it, and no one dared say a word, and mind you, Gordon Smith's brother had never seen the man in his life until he walked up and shot him dead. Oh, this was a peaceful country a few years ago! Gordon Smith was right-of-way man in the mountains then. He buried his brother, and asked the officers what they were going to do about getting the murderer. They laughed at him. He made no protest, except to ask for a deputy United States marshal's commission. When he got it he started for Williams Cache after Williams in a buckboard—think of it, Dickie—and didn't they laugh at him! He did not even know the trails, and imagine riding 200 miles in a buckboard to arrest a man in the mountains! He was gone six weeks, and came back with Williams' body strapped to the buckboard behind him. He never told the story; all he said when he handed in his commission and went back to his work was that the man was killed in a fair fight. Hate him! No wonder they hate him—the Williams Cache gang and all their friends on the range! Your cousin thinks it policy to placate that element, hoping that they won't steal your cattle if you are friendly with them. I know nothing about that, but I do know something about Whispering Smith. It will be a bad day for Williams Cache when they start him up again. But what has that to do with your trouble? He will not eat you up if you go to the camp, Dickie. You are just raising bogies."

They had moved to the front porch and Marion was sitting in the rocking chair. Dickie stood with her back against one of the pillars and looked at her. As Marion finished Dickie turned and, with her hand on her forehead, looked in wretchedness of mind out on the valley. As far, in many directions, as the eye could reach the waters spread yellow in the flood of sunshine across the lowlands. There was a moment of silence. Dickie turned her back on the alarming sight. "Marion, I can't do it!" "Oh, yes, you can if you want to, Dickie!" Dickie looked at her with tearful eyes. "It is only a question of being plucky enough," insisted Marion.

"Pluck has nothing to do with it!" exclaimed Dickie, in fiery tones. "I should like to know why you are always talking about my not having courage! This isn't a question of

Telephone 48 Successor to Will Smith
R. R. ROBERTS
Complete and Up-to-Date Stock of
GROCERIES
Next door to Warren-Fooshee & Company. Goods Promptly Delivered. Your Patronage is Solicited.

CARTER ABSTRACT CO.
CORRECT ABSTRACTS
Our books are up-to-date; our work is accurate; our charges are reasonable. Office in Court House up stairs. Phone No. 49

STEPHEN R. YATES
...BUTCHER...
We kill only the very choicest young cattle and are always in the market for this class of butcher stuff. Try OUR ALL FRESH SAUSAGE and CORN FED beef. You'll LIKE it.
Successor to John Kerr
Telephone 57.

ED BROWN
Successors BAIN & DUNCAN
BLACKSMITH and WOODWORKER
Horseshoeing Is Our Specialty
If your horse interferes or has bad feet bring him to us. Shop opposite Child's Livery Barn, Portales, New Mexico.

W. A. Stuart I have moved and will, hereafter, keep all of my breeding stock at my place one mile south of Portales. Pasture for mares awaiting service, 50 cents per month. Breeding hours, 10:30 in the morning and 3:00 in the afternoon.
One Mile South of Portales. **W. A. STUART.**

Decorated With Gold and Pansies
Free Seven Piece Set China Ware
THE TIMES will give this Handsome, Superb set FREE with two annual cash subscriptions in advance. Or two sets for four subscription, or three sets for six subscriptions. The three sets consists of 21 pieces and will be a premium that any lady will appreciate and that she can easily secure FREE by a little soliciting among her friends and neighbors. This ware can be seen at the Times office. One set with one subscription, \$1.50.

age. How can I go to a man that I talked to as I talked to him in your house and ask for help? How can I go to him after my cousin has threatened to kill him, and gone into court to prevent his coming on our land? Shouldn't I look beautiful asking help from him?"

Marion rocked with perfect composure. "No, dear, you would not look beautiful asking help, but you would look sensible. It is so easy to be beautiful and so hard to be sensible."

"You are just as horrid as you can be, Marion Sinclair!"

"I know that, too, dear. All I wanted to say is that you would look very sensible just now in asking help from Mr. McCloud."

"I don't care—I won't do it. I will never do it, not if every foot of the ranch tumbles into the river. I hope it will! Nobody cares anything about me. I have no friends but thieves and outlaws!"

"Dickie!" Marion rose. "That is what you said."

"I did not. I am your friend. How dare you call me names?" demanded Marion, taking the petulant girl in her arms. "Don't you think I care anything about you? There are people in this country that you have never seen who know you and love you almost as much as I do. Don't let any

stilly pride prevent your being sensible, dear." Dickie burst into tears. Marion drew her over to the settee, and she had her cry out. When it was over they changed the subject. Dickie went to her room. It was a long time before she came down again, but Marion rocked in patience; she was resolved to let Dickie fight it out herself.

When Dickie came down, Marion stood at the foot of the stairs. The young mistress of Crawling Stone ranch descended step by step very slowly. "Marion," she said, simply, "I will go with you."

CHAPTER XVIII.

At the Dike. Marion caught her closely to her heart. "I knew you would go if I got you angry, dear. But you are so slow to anger. Mr. McCloud is just the same way. Mr. Smith says when he does get angry he can do anything. He is very like you in so many ways."

Dickie was wiping her eyes. "Is he, Marion? Well, what shall I wear?" "Just your riding clothes, dear, and a smile. He won't know what you have on. It is you he will want to see. But I've been thinking of something else. What will your Cousin Lance say? Suppose he should object?" (To be continued.)

If it's Rocky Cliff Coal it's all Right

ROCKY CLIFF COAL CO.

C. & C. AGENTS, PORTALES, N. M.

Ask the people why they use it.
Once used always used.
\$7.00 per ton, 2000 lb., why pay more
West of ice house, on railroad track.
It's all right if it's Rocky Cliff Coal

Humble-Hardy.

Last Sunday evening at 8:15 at the Methodist church, Mr. Will Humble led to the hymenal altar Miss Amy Hardy and they were impressively united in marriage by Rev. L. W. Carleton, the pastor, with the splendid marriage ritual of that church. Mr. Will Humble, the son of Mr. and Mrs. W. W. Humble, is one of the finest young men in Portales and is to be congratulated on taking as his bride one of the loveliest young women in southeastern New Mexico. The bride is the daughter of Mr. and Mrs. L. W. Hardy of Portales. May their honeymoon shine long.

Picnic at Rogers.

There will be a basket dinner and picnic at Rogers on August 3d, at which the attractions will be speaking by the best talent in the county and the best ball game of the season between Rogers and Portales. The following prizes are offered: A pair of driving gloves will be given to the best lady horseback rider by B. B. Nash. One sack of flour will be given to the largest family by Frazer and Anderson. Fifty pounds of meal will be given to the oldest married couple on the ground by Creek & McNabb.

S. E. Moore, the photographer, has this week greatly improved his gallery by putting in a genuine ground glass sky light. He has now probably the only gallery in this part of the country with a ground glass sky light and this will greatly facilitate his work in getting the right kind of light needed to make very finest pictures. We commend Mr. Moore in putting in the very best equipment to do the very best photo work in Portales and recommend those who are wanting photograph work done to call on him.

The family of Mike Pommer, consisting of Mrs. Pommer and several children, left Portales Monday for Winnipeg, Canada. Mr. Pommer will join them later. Mr. Pommer is a German and settled on a claim about nineteen miles west of Portales. They came here from Canada and concluded to again go back to their former home.

Died, Mrs. Shoemaker, mother of Mrs. W. S. Snyder, at their home in Portales, Saturday, July 24, at 4 p. m. The remains were shipped Sunday to Texas for interment. Mrs. Spears of Texas, another daughter was here at the bedside of her mother at the time of her death, and accompanied the remains on the trip to Texas.

The Portales Grain and Coal company are repairing their coal bins and say that they are prepared to sell 2000 pounds of COAL per ton. No sand, no dirt.

I will pay per pound, 8c for hens, 17c for fryers, and 10c for turkeys, and want all I can get. -A. B. Austin.

Mr. and Mrs. Kuykenall returned today from Alpine, Texas, where they had been visiting their daughter.

For Trade—A stock of merchandise for land near Portales—P. O. Box no 7. Portales.

Born, to Mr. and Mrs. W. H. Snell, a son, Friday July 16th.

IRRIGATION PLANT NOW A CERTAINTY

Continued from first page

each of the respective parties of the second part, whose name is subscribed hereto, represents and agrees that he is the owner of the tract of land hereinafter described, and proposes, and agrees to irrigate by means of power to be furnished from the aforesaid plant the certain number of acres out of said tract set opposite his signature below, and to pay the party of the first part the sum of thirty-five (\$35.00) dollars per acre for said number of acres to be irrigated, as follows, to wit: Three and 50-100 (\$35.00) dollars per acre, cash; Six and 30-100 (\$6.30) dollars per acre October 1st, 1910; six and 30-100 (\$6.30) dollars per acre, October 1st, 1911; Six and 30-100 (\$6.30) dollars per acre, October 1st, 1912; Six and 30-100 (\$6.30) dollars per acre, October 1st, 1913; Six and 30-100 (\$6.30) dollars per acre, October 1st, 1914. The deferred payments to be evidenced by negotiable promissory notes, bearing six per cent. per annum from date, payable to the order of party of the first part and executed by said respective parties of the second part, and payment thereof secured by first mortgage upon the lands to be irrigated and upon the interest of the said respective parties of the second part in said power plant; said notes and mortgages to be in proper legal form, and the title to said lands covered by said mortgage to be clear and unincumbered.

However, it is further understood and agreed that said cash payment, notes and mortgages shall in the first instance be delivered to to hold in trust for party of the first part, and to be paid and delivered to said party of the first part by said trustee as follows, to wit: First, \$3.50 per acre, cash, when first party shall have furnished a bond executed by some reputable bonding company or other responsible parties, in the sum of one hundred thousand dollars, conditioned that said first party will faithfully construct and install the power plant herein described, and in the manner herein set out, which said bond the party of the first part agrees to furnish in due time accordingly. Second, and on September 1st, 1909, and fifty per cent of said notes and mortgages to be duly transferred and delivered over to party of the first part by said trustee. Third, and when the two engines of said power plant are ready to operate and put in operation by party of the first part, twenty-five per cent of said notes and mortgages are to be turned over, transferred and delivered to said first party by said trustee. Fourth, and when the plant has been by the first party properly completed, constructed and installed and tested in accordance with the terms of this contract, then the remaining twenty-five per cent of said notes and mortgages shall be fully delivered and transferred over to said party of the first part, all in full payment of said first party for the construction and installment of said plant as herein provided for.

3rd. The parties of the second part agree to build and establish

each for himself a suitable pump house for housing the motors, pumps and appliances owned and used in connection with the said power plant, and to build and construct the necessary pits to be used in connection with the establishment and installment of said pumps and motors, and also the foundations necessary and proper for installing and establishing the centrifugal pumps used in connection therewith, and such requirements named in this paragraph shall be complied with as called for and designated by the party of the first part. Parties of the second part to furnish party of the first part the right-of-way for the setting of the poles that carry the transmission line to the various parcels of land without expense to first party.

4th. It is expressly understood between the parties hereto that the party of the first part is not required to supply the water or the wells to which the pumps or appliances of said plant are to be attached, and shall be in no wise responsible for any lack of supply of water or wells, but the second parties agree and undertake to supply said water and wells on their own part each for himself and, it is further agreed and understood that the parties of the second part are to connect the pumps to the wells without expense to the party of the first part, but it is also understood between the parties hereto that the party of the first part shall furnish at his own expense the necessary pumps, motors and power up to the wells, including meters to register the amount of current used, all as herein stated. Party of the first part further agrees to operate this plant for a period of from ten to thirty days as a test run, the time within said limits to be determined by the said trustee above mentioned, acting for and on behalf of the parties of the second part, the parties of the second part to furnish the necessary labor, fuel, oil and other necessary outlay for the making of such test, but first party shall superintend the making of same; said test to be made as soon as the plant is completed and before delivery of last twenty-five per cent of notes and mortgages.

5th. A complete description of the power plant, aforesaid, which the party of the first part agrees to construct and install, is as follows, to wit: A power house of dimensions 60 feet by 80 feet on a 600 acre basis and 18 foot wall, constructed with cement blocks 18 inches long by 10 inches wide and 8 inches thick, in which there is to be installed on permanent foundations built of crushed stone, of sand and cement, two 330 horse-power Buckeye double-acting, horizontal, tandem gas engines, two 330 gas producers, two 300 K. W. electric generators direct connected to engine shafts, with all auxiliaries connected with the engines, including necessary piping from engines to producers, and water discharge pipes, and the necessary pipe for the air lines and exhaust lines; also the transmission lines from the power plant to the respective tracts or parcels of land to be irrigated under this contract, such main transmission lines shall not exceed

sixteen (16) miles; the auxiliary or individual motor lines leading to the various parcels of land from main transmission line shall not exceed thirty (30) miles. The transmission line, poles, cross-bars and all necessary equipment for the complete installation of the power of the transmission line to be furnished by the first party. The transmission line shall be built to transmit 6600 volts. The size of the wire for the main transmission line shall be number 6, and the size of the wire for the auxiliary or motor lines shall be number 8 and 10. The poles used in the main transmission line shall be 30 feet with six inch tops. The poles for the auxiliary or motor lines to be 25 feet with five inch tops, and the first party is to furnish one twenty horse-power motor for every one hundred and sixty acres of land to be irrigated and also one standard centrifugal pump (with six inch discharge) with each of such twenty horse-power motors.

If, before any expenditure is made by the party of the first part toward the construction of said plant, the trustee hereinafter named, acting for and on behalf of the parties of the second part, shall elect to have used a smaller motor and smaller pump than those above designated, then the party of the first part agrees to make use of such motor and smaller pump, upon the written direction so to do signed by said trustee as follows, to wit: For 120 acres, a 16 horse-power motor and five inch discharge pump; for 80 acres, a 12 horse-power motor and a four inch discharge pump; for 40 acres, a 6 1/2 horse-power motor and a three inch discharge pump.

Party of the first part is to furnish, also at its own expense, the necessary transformers for transforming the high voltage from the main transmission line to a low voltage for driving the motors, and also the necessary switches for the various motors on the various parcels of land, and such appliances are to be properly installed by first party as stated.

The said plant, when completed and in operation, shall have a capacity of furnishing one second foot of water if the lift does not exceed sixty feet or, in other words, an amount of water that would cover the acreage to be irrigated as designated herein below, up to 6000 acres, three feet deep in 150 days at a lift of sixty (loss by ditch leakage not considered). The said power plant, when properly completed and when properly handled and operated at its rated load shall be capable of delivering a kilowatt hour at the switch board at a cost of 6-10 of a cent, when using crude oil at \$1.35 per barrel at the plant, or coal at \$4.50 per ton at the plant. This price per kilowatt includes the necessary labor to operate the plant, oil and waste. The term "kilowatt" as herein used is defined to mean 1 1-3 B.H.P. hour.

It is further understood that the price of 6-10 of a cent per kilowatt hour is intended to cover the cost of fuel, at prices named, and necessary help, the lubricating oils and waste of operating the plant. It does not intend to cover other expenses, breakage in line, labor in improvements in the plant or extension of the transmission lines.

It is further understood that current at the switch-board costing 6-10 of a cent per kilowatt hour will furnish sufficient power at the various motors connected with the pumps to deliver an acre foot of water (15 foot of water) at 18 cents per acre foot. "Acre foot" is defined to mean an amount of water delivered at the discharge of the pump that would cover one acre of land one foot deep, losses not included.

The guarantee for the various parts of the plant will be the

guarantee furnished by the factory building the same, which will be that they shall be built of good material, free from defects in material and workmanship, and replace free of charge, within one year from date of installation, any part or parts proving defective in workmanship or material.

6th. It is further agreed that this contract shall be binding on the first party only in the event and when there shall be designated by the subscribing owners thereof, at least 6000 acres of land to be irrigated in accordance with the terms of this contract, and for which payment is to be made to first party in accordance with the terms hereof; and until the parties of the second part have designated and agreed to pay for the power for irrigation for the said number of acres, to-wit, 6000 acres, in accordance with the terms of this contract, this contract shall not be binding on said first party, but when the parties of the second part have agreed to pay for the power for irrigating said number of acres, 6000, in accordance with the terms of this contract and have deposited with the trustee the amount of such cash required by the foregoing terms of this contract, then this contract becomes binding and in full force and effect between all the parties hereto.

The said power plant shall be located on the following tract of land, to-wit:

The test of the plant above referred to and which shall be made as soon as the plant is completed is to determine whether or not the party of the first part has completed the same in conformity with the terms of this agreement, and when it has been thus demonstrated that the first party has fully complied with his agreement, the party of the first part shall be entitled to full and complete pay as provided by the terms of this contract.

The bond herein above referred to shall run to the second party of all the parties of the second part hereto.

Opposite to the name of each of the parties of the second part, subscribed below, is set the description of the tract of land owned by such subscriber, and the number of acres out of such tract which such owner desires irrigated, and for the irrigation of which power is to be provided under the terms of this contract.

It is further understood and agreed that before this contract shall be binding on both parties or any machinery furnished there shall be drilled a series of test wells, (the number to be mutually agreed upon by the two parties) such wells to be pumped by suitable means to demonstrate that they have the capacity to furnish at least three acre feet of water in 150 days for the acreage they are to supply. The expense of drilling these wells and testing the same to be borne by second party. In the event of these wells proving adequate and a satisfactory supply then in that case the expense so incurred in testing the wells to be credited on the amount that is to be paid the first party for the installation of the plant.

It is specially stipulated and agreed hereby between the party of the first part and each and all the parties of the second part, jointly and severally, that upon completion of the power plant above mentioned, the party of the first part shall be entitled to have and shall have, and is hereby given a first lien upon power plant and the appurtenances thereto belonging, to secure the payment of the divers and several sums of money that may become due from any, all or either of the parties of the second part under the terms of this instrument and remain unpaid.

And it is hereby specifically agreed between all the parties that as soon as said power plant has been completed as provided

for heretofore in this agreement, the parties of the second will jointly execute a mortgage, of the usual form in ordinary use, thereon to the first party, securing the first party in accordance with the provisions in this paragraph herein above set out.

It is understood and agreed by and between the parties to these presents that the trustees herein before mentioned shall be chosen by the votes of the second parties, each of whom shall cast as many votes for his candidate as he has acres of land contracted to be irrigated in this proposition. The party receiving the highest number of votes so cast to be elected as said trustee. The said election to be held by three of the said second parties as judges of such election, one of whom shall act as clerk thereof.

In witness whereof, the parties to these presents have hereunto set their hands and to an instrument of like effect at Portales, Roosevelt county, New Mexico, this day of July, A. D. 1909.

First Party,

Second Parties,

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 14, 1909.
Notice is hereby given that James P. Smith, of Arch, N. M., who on June 10, 1908, made homestead entry No. 15671, serial No. 05391, for southeast quarter section 26, township 19 north, range 37 east N.M.P.M. has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 11th day of September, 1909.
Claimant names as witnesses: Russell W. B. Vencil, Harriette C. Trammell, Ira F. Carlin, Ben H. Nixon, all of Arch, N. M.
T. C. Tiltonson, Register.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 15, 1909.
Notice is hereby given that John L. Jones, one of the heirs of Franklin S. Jones, deceased, of Floyd, N. M., who on May 16, 1908, made homestead entry No. 5138, serial No. 09278, for southeast quarter section 36, township 1 south, range 32 east N. M. P. M. has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 11th day of September, 1909.
Claimant names as witnesses: John H. Stone, John B. Maxwell, both of Portales, N. M.; J. J. Moran, Rufus E. McAllister, both of Delphos, N. M.
T. C. Tiltonson, Register.

NOTICE FOR PUBLICATION.

Department of the Interior, United States land office at Roswell, N. M., June 15, 1909.
Notice is hereby given that Samuel T. Shaw, of Portales, New Mexico, who on October 8, 1907, made homestead entry No. 12962, serial No. 03177, for southeast quarter section 29, township 2 south, range 36 east, New Mexico principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office in Portales, New Mexico, on the 11th day of September, 1909.
Claimant names as witnesses: John H. Stone, William H. Beck, Michael C. Reynolds, Peter E. Broocke, all of Portales, N. M.
T. C. Tiltonson, Register.

NOTICE FOR PUBLICATION.

Department of the Interior, United States land office at Roswell, N. M., June 3, 1909.
Notice is hereby given that James J. Bull, of Dora, N. M., who on March 10, 1908, made homestead entry No. 7136, serial No. 01818, for northwest quarter, section 23, township 1 south, range 34 east N. M. P. M. Meridian, has filed notice of intention to make final five year proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office in Portales, New Mexico, on the 11th day of September, 1909.
Claimant names as witnesses: Robert D. Campbell, James C. Ferguson, W. M. McCracken, Fred L. Bull, all of Dora, N. M.
T. C. Tiltonson, Register.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, New Mexico, June 14, 1909.
Notice is hereby given that James F. Bull, of Dora, N. M., who on March 10, 1908, made homestead entry No. 7136, serial No. 01818, for northwest quarter, section 23, township 1 south, range 34 east N. M. P. M. principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office in Portales, New Mexico, on the 11th day of September, 1909.
Claimant names as witnesses: Robert D. Campbell, James C. Ferguson, W. M. McCracken, Fred L. Bull, all of Dora, N. M.
T. C. Tiltonson, Register.

NOTICE FOR PUBLICATION.

Department of the Interior, United States land office at Roswell, N. M., June 3, 1909.
Notice is hereby given that Ferd Jackson, of Longa, N. M., who on March 21, 1908, made homestead entry No. 14567, serial No. 09488, for lots 3, 4 and 5, and southeast quarter northwest quarter section 6, township 1 south, range 36 east N. M. P. M. principal meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office in Portales, New Mexico, on the 11th day of September, 1909.
Claimant names as witnesses: Charles W. Foster, Will Buley, Benjamin F. Moreman, Claude A. Reicor, all of Longa, New Mexico.
T. C. Tiltonson, Register.

NOTICE FOR PUBLICATION.

Department of the Interior, U. S. land office at Roswell, N. M., June 7, 1909.
Notice is hereby given that Berry H. Wilson, of Rogers, N. M., who on Nov. 19, 1906, made homestead entry No. 10210, serial No. 01215, for north half northeast quarter section 19, township 3 south, range 36 east, and on June 5, 1907, made additional homestead entry No. 10564, serial No. 01192, for southeast quarter northeast quarter section 17, township 3 south, range 36 east N. M. P. M. has filed notice of intention to make final commutation proof, to establish claim to the land above described, before W. E. Lindsey, U. S. commissioner, at his office at Portales, N. M., on the 9th day of September, 1909.
Claimant names as witnesses: John L. Horn, of Portales, N. M.; Charles W. Lyon, Walter P. Richardson, both of Rogers, N. M.; John H. Mashburn, of Portales, N. M.
T. C. Tiltonson, Register.