

# PORTALES TIMES

VOLUME VII

PORTALES, ROOSEVELT COUNTY, NEW MEXICO, THURSDAY, AUGUST 26, 1909.

NUMBER 20

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

## THE FIRST NATIONAL BANK

Portales, New Mexico.



### IRRIGATION

It cannot stay dry always besides, we may have irrigation some of these days. If you feel blue and despondent, come to us and we will try to cheer you up.

THE FIRST NATIONAL BANK  
PORTALES, NEW MEXICO

## FIRST 6,000 ACRES ALL SUBSCRIBED

Work on Test Wells Will Begin  
the Middle of Next Week.

Project Will Be Completed in Time  
for Early Spring Use.

The irrigation project for Portales valley is now a certainty. The contract was completed last Friday evening and Saturday subscriptions were commenced. There was but little difficulty in getting the farmers to subscribe, there being over two thousand acres subscribed that day. At last reports, before going to press, the last of the first six thousand acres had been subscribed.

Mr. Detweiler, who remained here this week to look after listing the land, left for Witchita this morning, being satisfied that the land would be subscribed, and said he would send an engineer here next week to arrange for the test wells, and would ship at once to this place a six inch pump to be used in testing the wells.

The contract that is being entered into is printed in full on the second page of this paper. If the test wells prove satisfac-

tory, work will commence so the plant will be ready for operation early next spring.

The plant for the 6,000 acre project will consist of two 475 horse power, double acting, horizontal, tandem type, Buckeye gas engines, two 350 kilowatt generators direct connected to engine shafts, to gas producers, switch board and all connections to make a complete electric station. The power house will be 55x90 feet, 18 foot walls of either brick or cement.

Should there be 12,000 acres subscribed before the proposition is closed, the power house will be twice the above size, or 55x180 feet, and the machinery would be duplicated, or four engines, producers and generators.

The pole line will consist of 35 foot cedar poles, three wires to carry, at least, 15,000 volts at each well, a pump direct connected to an electric motor, both of sufficient capacity to pump the necessary water to cover each acre subscribed in the tract three feet deep in 150 days.

At the pump station will be three transformers to reduce the high voltage to 220 volts, so the farmer can use the current, not only to pump water, but to light his house and to use the power in various other ways, such as a sewing machine, washing machine, irons to iron the washing, churns, milk separators, feed grinders, milking machines to do



## Portales Sanitarium

A modern, ethically conducted, homelike institution for medical and surgical cases, obstetrics and diseases of women. We also treat all forms of opium and other drug addiction, including alcohol and special nervous cases. Open to all ethical practitioners.

Portales, New Mexico.

DR. J. F. GARMANY, In Charge.

the milking and, in fact, many and different other machines. This current is guaranteed to be delivered at three-fourths of 1 cent per kilowatt or, in other words, just one-seventh as much as when using a gasoline engine with gasoline at 18 cents per gallon, or cheaper than the tallow dip candle or kerosene lamp, and when you consider its convenience, as the city of Chicago has no better light, but pays, to this good day, fifteen times as much for it, the question is not "can you afford to come in," but "can you afford to stay out," certainly not.

With your land covered with three feet of water during the crop season, you can grow from

six to ten tons of alfalfa per acre, 150 to 400 bushels of Irish potatoes per acre, from fifteen to twenty tons of sugar beets per acre. Does it pay? Well, some.

The cost of operating this plant will be as follows: It being operated at cost, the water will cost, on a 25 foot lift, less than 44 cents per acre foot, or \$1.32 for the three feet of water per season. This plant, or power, costs the farmer \$35.00 per acre; \$3.50 cash, the balance of \$31.50 is divided into six equal annual payments bearing 6 per cent interest, the first of which will be due and payable October 1, 1911, giving you two full crop years between the cash payment and the maturity of the first note.

# The Last Few Days of August on Our Great REMOVAL SALE

This week at MILLER & LUIKART'S will be the banner week of clearing up all Summer Merchandise, also offering a fine lot of early Fall Goods at "Removal Prices," just to peep into our small space will convince you that we must have the room. Being new in this city, we are, naturally, pulling for your trade with all the vim, energy and prices that are possible to put forth. We believe more than ever in Portales, and promise you that, at all times, we will handle strictly high class goods at Price is It prices, and we believe, at present, we are offering the best goods on earth for the money, and guarantee satisfaction on every item we sell you. Our removal sale continues until September 1st, and every day you will find some exceptionally good values.



Our new fall line of Hart, Schafner & Marx Clothing is here and we believe it to be the best patterns and the best styles we have ever had. These suits are guaranteed to be all wool and we know, when we sell you one you will come back after your next suit.

Price from.....\$18.00 to \$35.00

These store is the home of Hart, Schafner & Marx clothes.

We call your attention to the beautiful line of patterns we are now showing in Red Seal gingham, sale price..... 11c

Also a nice line of Utility gingham now on sale at, per yard..... 09c

We have a nice line of outings in solid and fancy colors, prices..... 07c to 12c

Full 81x90 seamless sheets, worth \$1.25 Removal Sale..... 78c

72x90 Sheets, worth 75c, during this Removal Sale..... 48c

Mens shirts with collars or without collars \$1 and \$1.25 values, in Removal Sale at..... 89c

### Ladies' Suits.

We want you to take a look at the ladies suits we have just received, they are in the latest colors, such as green, black, navy brown and wisteria. Prices range from \$10.00 up to..... \$35.00

Mens summer weight union suits worth \$1.50 per garment, Removal Sale price..... \$1.15

Mens summer weight underwear, worth 60c, 65c and 75c a garment, Removal Sale..... 39c

Elastic seam drawers, the kind you pay 50c and 65c for, Removal Sale..... 39c

New Fall and Winter Goods are Constantly Arriving  
at the Good Stuff Store

More new fall goods are arriving every day at the Good Stuff Store and when we get moved into our new brick we hope to have the swellest and most up-to-date store in Eastern New Mexico, and we invite you, one and all, to come in and visit us in our new quarters, and we hope to be better able to take care of your wants in the future than we have in the past few months, and we will have more room for you to rest while in town, so make our store your headquarters while in Portales.

Sale Closes August 31

# Miller & Luikart

Sale Closes August 31

# Portales Irrigation Contract

Following is a correct copy of the contract entered into between the Western Construction Company, of Wichita, Kansas, and the Farmers of Portales Valley for the construction of a power house and the furnishing of adequate machinery to irrigate 6,000 acres.

THIS AGREEMENT, made this 20th day of August, 1909, by and between the undersigned, The Western Construction Company, of Wichita, Kansas, party of the first part, and the undersigned, and others, whose names are subscribed hereto, all of Roosevelt County, Territory of New Mexico, parties of the second part.

WHEREAS, The parties of the second part are the owners, respectively of various tracts of land in said County of Roosevelt, the description of each of which tracts appears opposite their signatures subscribed hereto, and are desirous of arranging with party of the first part to install, at a point hereinafter named, a power plant for the purpose of furnishing power to pump water for irrigating the said lands of the said parties of the second part;

Now, THEREFORE, this agreement witnesseth:

First. The party of the first part for the consideration herein after named agrees to construct and install, at a proper point herein 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.

Second. In consideration whereof the parties of the second part hereby agree that when signatures have been obtained to this agreement by parties owning and subscribing 6,000 acres of land, they will organize a corporation, under and by virtue of the laws of the Territory of New Mexico, having an authorized capital stock of \$840,000, divided into 24,000 shares at the par value of \$35.00 each, and each of parties of the second part agree to subscribe and pay for one share of stock for each acre of land set opposite his signature, and that he will pay for each share of stock the par value in the following manner, to-wit: \$8.50 in cash, and the balance of \$31.50 in six equal, annual payments, the first payment to be made on Oct. 1st, 1911, and subsequent payments on Oct. 1st each year until the entire amount is paid, the deferred payments to be evidenced by negotiable promissory notes, bearing six per cent interest per annum from date, payable to the order of said corporation, and executed by said respective parties of the second part, and payment thereof secured by first mortgage upon the lands to be so irrigated; said notes and mortgages to be in proper legal form, and the title to said land covered by said mortgages to be clear and unincumbered; said cash to be paid, notes and mortgages executed immediately upon organization. It is further agreed that the remainder of said capital stock shall be held in the treasury of said corporation until disposed of as hereinafter provided.

Third. Said parties of the second part further agree to cause said corporation to pay the said first party all the cash paid on said stock as aforesaid, and to transfer to said first party by proper legal endorsement all said promissory notes and mortgages when said party of the first part shall have furnished a bond to said corporation executed by some bonding company, authorized to do business in the Territory of New Mexico, or other responsible parties as sureties, in the sum of \$210,000, 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 at the time herein specified. It being understood and recited in said promissory notes and mortgages that they shall be deposited by said first party as collateral security for serial bonds issued by said corporation, as hereinafter provided.

Fourth. Said parties of the second part shall further agree that upon demand of said party of the first part they will cause said corporation to execute and deliver to party of the first part its serial bonds, payable to bearer, to the amount of \$189,000, bearing interest at the rate of 6 per cent per annum, payable semi-annually; said bonds to be in the amounts and payable at such dates as may be required by party of the first part. In no case shall the bonds be for a larger amount or fall due earlier than the notes provided for herein and deposited as collateral security; that said bonds shall be secured by trust deed executed by said corporation to the Chicago Title and Trust Co., or other reputable Trust company, as trustee, upon all the franchises and real and personal property of said corporation including the power plant erected by said party of the first part, whether or not completed at the time of the execution of said bonds and trust deeds, and also upon all additions and extensions which may thereafter be made to said power plant upon the lands to be so irrigated as provided in this agreement; that the trustees for said bonds shall be named by said first party, and approved by second party, and the form of the terms and the provisions of said trust deed shall be determined by said first party in accordance with the terms of this contract. It is further stipulated and agreed that the promissory notes and mortgages, hereinbefore described, shall be deposited with said trustee as collateral security to said bonds; and said trust deed shall recite that said notes and mortgages are so deposited as collateral security.

Fifth. The parties of the second part agree to build and establish, each for himself, a suitable pump house for housing the motors, pump and appliances owned and used in connection with the said power plant, and to build and construct the necessary pits or tunnels and wells to be used in connection with the establishment of pumps and motors herein provided, but said party of first part shall furnish the necessary discharge and suction pipes and connections, said discharge pipes to be four inches larger in diameter than the diameter of the pump discharge, the actual cost of same to be borne by second party. Said second parties shall also construct the foundations necessary and proper for installing and establishing the centrifugal pumps used in connection therewith. Also the necessary and proper concrete, water-tight discharge bay and weir, which will prevent discharge of water into or around

said pump pit; 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 parties of the first part the right-of-way or permanent easement for the setting of the poles that carry the transmission line to the various parcels of land without expense to first party.

Sixth. It is expressly understood between the parties hereto that 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 in no wise be 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. It is further agreed that the wells shall be made in accordance with the plans approved by first party; and it is further agreed and understood that the party of the first part is to connect the pumps to the wells without extra expense to the party of the second part, but the necessary piping for connecting the pumps to the wells as above mentioned shall be furnished by party of the second part, and such pumps shall conform to the requirements of said first party; but it is also understood between the parties hereto that the party of first part shall furnish at its 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 shall at its own expense furnish the necessary transformers when required, priming pumps, lightning arresters, auto-starters and controllers, wiring and wire and all appurtenances necessary and proper for the successful operation of the pumping station, including a standard integrating watt meter for registering the amount of current used by motors.

Seventh. A complete description of the power plant aforesaid which the party of the first part is to construct and install is as follows, to-wit: A power house of dimensions not less than 55 feet by 95 feet, and an 18-foot wall, properly constructed and of ample thickness, completed with burned brick or concrete and supported by a substantial and adequate concrete foundation; said building to be covered with a fire-proof roof, and to be of modern architectural design and to be finished in a good workman-like manner throughout, and properly ventilated and wired and equipped for electrical illumination and to include the construction of the necessary coal storage capacity, out-houses, etc., also sufficient well or wells properly equipped with pump or pumps and all other machinery and sanitary arrangements necessary to the operation of this plant, in which building there is to be installed on permanent foundation built of crushed stone, of sand and cement, two 475 horse power, Buckeye double action, horizontal, tandem, gas engines, 2 gas producers, two 375 K. W., three phase, revolving field pipe electric generators which will operate at a pressure of not less than 12,000 volts and at a frequency of not less than 25 cycles per second; said generators to be direct connected to engine shafts. It is agreed by and between the parties that before a delivery of the cash payment of \$3.50 per acre to first party as herein provided and before this agreement shall be binding upon second party the first party shall at his own expense furnish and deliver the board of directors a general plan of power plant and building together with a map of proposed transmission line course; these plans to be accompanied by specifications for machinery and equipment proposed, and the board of directors shall submit the same to a competent engineer whose judgement shall be final. Station equipment shall further include 2 belt driven exciters and necessary switch board, volt meters, integrating and indicating watt meters, switches, lightning arrestors and protective apparatus, circuit breakers and all other necessary apparatus for the successful operation of the plant and all auxiliaries connected with the engines, including necessary piping from engines to producers, water discharge pipes and the necessary air and exhaust pipe lines; also, the transmission lines from the power plant to the respective tracts or parcels of land to be irrigated under this contract, but the length of such main transmission lines shall not exceed 16 miles and the auxiliary lines or individual motor lines running to the various parcels of land from the main transmission line shall not exceed in the aggregate 80 miles. The transmission lines, poles, cross arms, and all necessary equipment for the complete installation of the transmission lines to be furnished by the first party; said transmission lines shall be capable of withstanding a pressure of 25,000 volts. The size of wire for said main transmission lines being not less than number six gauge copper, and the size of the auxiliary or motor lines shall not be less than number 8 and number 10 B & S gauge. All poles used in the transmission lines above stated, shall be 25 feet in length, shall be of cedar, straight and shall have tops of not less than six inches and set not less than 35 poles to the mile. Butts of said poles shall be treated with a protecting covering. The first party shall furnish 220 volts three phase, induction motors of a size sufficient to operate the pumps at their full rate of capacity when discharging against the heads for which they are provided continuously without undue heating, the motor shall be direct-connected to the pump shaft by coupling. Each parcel of land of the size herein stated shall be provided with pump of capacity not less than stated, to-wit: 180 acres of land not less than two acre feet capacity; 120 acres, 1.5 second feet capacity; 80 acres, not less than .9 second feet capacity; 40 acres, not less than .5 second feet capacity. The second party to have the option of installing a pump of greater capacity, which shall be as follows, to-wit: If a 2 second foot pump is desired in lieu of the smaller pump named in the foregoing on parcels of land less than 180 acres; for the respective averages then the additional cost shall be \$1.70 per acre on a 120 acre tract; \$3.50 on an 80 acre tract; \$5.00 on a 40 acre tract. These respective amounts shall be added to the cost per share named in this contract at \$35.00. The increased cost shall be equally distributed with the payments as provided for in paragraphs two, three and four. But it is understood and agreed that the land owner subscribing for less than 180 acres of land and paying the additional amount herein stipulated for use of larger pumps and motors shall be credited by said sums proportionally in subscribing for additional acreage of land up to 180 acres. The said plant, when completed, shall have capacity to deliver 80 second-feet of water against a 50 foot head or an equivalent thereto, and when operating continuously during 151.8 days of twenty fours each, it shall be capable of delivering 8 acre-feet of water upon 6000 acres of land when pumped against a total head of 50 feet, or the equivalent if against a different total head. The basis of measuring the said minimum quantity of water being upon an aggregate output at the pump discharges of the total plants in operation and utilizing the full load capacity of said power plant. It is further understood that if there be a number of pumps of 2 second-feet capacity installed, and that such larger pumps when all running

would require more power than first party herein proposes to furnish, then there shall be such regulations and rules established by the corporation, herein mentioned at only such numbers of large pumps shall be operated at the time as can be supplied with power from the plant first party herein proposes to install.

Eighth. TESTS. Upon completion of said central power station ready for operation, the following tests shall be made by first party in the presence of second parties or agent; said tests to continue over a period not to exceed over ten days or less in discretion of second party, and the cost of such tests, including labor, fuel and such other items as may be necessary, shall be borne by said second parties, but this test shall be conducted under the supervision and at the expense of first party. Upon a full rated load of 950 horse power, the plant shall be capable of delivering a kilowatt hour at the switch board at a cost not to exceed three quarters of one cent, which cost shall include necessary fuel, labor and oil, but not to include such additional labor or supplies as may be required in addition to the costs herein stated during the conduct of this test. It is further agreed that upon the above basis of three-fourths of one cent per kilowatt hour, when said plant is loaded as above stated the cost per kilowatt hour at the pump station will not exceed .887 cents. The power factor in the above test being taken as unity, it is further understood that the capacity of said plant shall be as heretofore stated. It is further understood that the efficiency guarantees to first party by the manufacturers, viz: 73 per cent for the pumps, 92 per cent for the motors, 93 per cent for the transformers, 93 per cent for the lines, at unity power factor, the cost per acre foot when measured at the pump discharge will not exceed 83 cents; but in event such guarantees to first party by the manufacturers of above equipment do not obtain then the first party does not herein agree that the cost per acre foot, as measured at the pump, shall be as above named, but first party does agree that the cost per acre-foot, as measured at the pump discharge, will not exceed a cost of \$1.00 per acre-foot, as measured at the pump discharge when operating against a 50 foot head. In event of insufficient load, either from failure to anticipate the total pumping head, or from failure on the part of the parties of the second part to complete a sufficient number of wells, then the first party shall have the right in the first case to artificially load the plant, to cause same to operate at full rate of load, or in the second case the pumping plant performance shall be judged upon the basis of such plants as at that time are completed ready for operation. It is further understood that the price of three-quarters of a cent per kilowatt hour is based upon a coal cost of \$1.50 per ton F. O. B., the plant the coal to have a heating value of at least 135,000 BTU's and of a character suitable for use in a gas producer. The price per kilowatt does not intend to cover other expenses outside the necessary help, fuel, lubricating oils and waste used in operating the plant.

Ninth. 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, not to exceed five in number, the location of said wells to be representative of as many diverse districts, each well to be not less than fourteen inches in diameter and to contain the maximum amount of perforation consistent with strength of casing; the kind of casing and the method of putting down said wells to be approved by first party. Upon the completion of each of said wells tests shall be made and each well shall deliver water against a depression of the natural water plane of not to exceed twenty feet, and upon the result of this test shall be the determination of the capacity of underflow of the respective locality to deliver continuously not less than 1.00 second-foot of water, provided the total head against which the pump operates doesn't exceed 80 feet, unless a head in excess of this amount be agreed upon by first party. In event said total head exceeds 80 feet, then it shall be optional with first party whether the district thus tested shall be accepted as a parcel of land to be included in this contract, but if the results of this test indicate that the quantity above stated can be obtained at a total head of 50 feet, or less, if additional wells be installed, then a second or other test wells shall be bored within 50 feet of said well and their combined capacity determined in like manner as above. The expense of digging and drilling these wells and testing the same to be borne by second parties, each for himself, except as hereinafter stated. In the event of these wells proving adequate and of satisfactory supply, then in that case the expense so incurred in testing the wells to be credited on the amount of the cash payment as it is to be paid the first party for the construction and installation of the plant as herein provided. It is further agreed by and between the parties of these presents that the work of constructing a central power plant and the testing of such pumping plant as are completed as herein provided, shall begin and proceed regularly as herein provided, and shall be done, completed, tested and delivered by first party within 180 days from the time of delivery of the cash payment and notes and mortgages, as herein provided, time lost by inevitable accidents not counted, but it shall be understood that time will be considered as the essence of this contract. It is further agreed that the cash payment and notes and mortgages hereinbefore mentioned shall be delivered in the hands of said corporation within ten days from the completion of the testing of the five wells, hereinbefore mentioned, and shall be delivered to first party upon the furnishing of the bonds to the second parties, both herein provided for, and said notes and mortgages shall be delivered to the trustees by first party simultaneously with delivery of the bonds to the first party by said corporation as herein provided for.

Tenth. The guarantees of 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 replaced free of charge within one year from date of installation, any part or parts proving defective in workmanship or material.

Eleventh. Said power plant shall be located on the following tracts of land donated by W. E. Lindsey, to-wit: One acre of land abutting the N. M. Eastern R. R. right-of-way on the north in that part of the E 1-2 N W 1-4 sec 25 T 1 S, R 34 E, north of the said R. R. right-of-way. Said plant when completed shall be the property of said corporation, subject only to payments of bonds as heretofore provided.

Twelfth. The provisions of this contract shall not be binding and obligatory upon the party of the first part until the parties of the second part have performed all the matters and requirements stipulated in paragraphs 2, 3, 4 and 9 in this agreement.

Thirteenth. It is further stipulated and agreed that the party of the first part shall have the option, after the completion of the power plant contemplated by this agreement, to procure subscribers for and sell the treasury stock of said corporation to land owners owning lands adjacent to the lands of said parties of the second part and enter into a contract with such subscribers for the erection of a power plant similar in its terms and provisions to this agreement.

IN WITNESS WHEREOF the parties of these presents have hereunto set their hands and to an instrument of like effect, at Portales, Roosevelt County, New Mexico, this 20th day of August, A. D. 1909.



# 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. 83.

It is a credit to be ambitious. Without ambition to do greater things progress would be impossible. The people of Portales valley are ambitious. They are not satisfied to sit here and be content with dry farming when irrigation is possible and the benefits to be derived therefrom can be secured. It is to our credit that this is the first pumping project for irrigation to be installed in the United States by the people as individual owners of small tracts of land. Outside of the government work in this line, these works have been put in by large corporations either to irrigate their own land, like the United States Sugar and Land company at Garden City, or else these corporations have developed the water to be sold to the people, such as would come under the plan of the Carey act. But here at Portales the individual farmers have arranged their irrigation project by contracting with a company to supply the necessary machinery at a given price, the people to pay part cash and part in installments, future payments amply secured. This is the way nearly all business industries start or add equipment—by making a cash payment in advance and the balance in payments. So this is to the credit of the people of the Portales valley that we will have a great irrigation project. At least it is to be hoped it will be a great irrigation project as there seems to be little doubt but what it will be a success.

The Santa Fe railway has solved the drinking cup problem. Promptly at 12 o'clock on the night of August 31, the train officials will go through every car on the Santa Fe and throw every public drinking cup out of the car windows. The only means left for securing a drink of water after that time will be by using individual cups, which can be carried by the passenger or secured from the news boys for a nominal sum. Both waxed paper and aluminum collapsible cups will be sold by the newsies. The other roads will likely adopt similar steps.—New Mexican.

A boulder containing, at least, 200 ounces of silver, and valued at something like \$100, was picked up along the banks of Pinal creek, near Wheatfields, in Gila county, a few days since. The lucky finder was J. P. Ballard, a well known mining man, of Globe. The boulder was a trifle larger than a good sized coconut and was copper stained.—Douglas International.

The Twenty-Ninth New Mexico Fair and Resource exposition will be held at Albuquerque, October 11th to 16th. Among the attractions being advertised is a marathon race and the Strobel air ship, a real air ship that flies.

Great preparations are being made for an automobile race from Denver to Mexico City. The start will be made from Denver the first week in November.

Governor Curry has issued a proclamation designating Monday, September 6th, as labor day. This is in accordance with an established custom of our country in honor of labor.

## 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, 1907, made homestead entry No. 7731, serial No. 010372, for northeast 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 at Portales, N.M., on the 7th day of September, 1909.  
Claimant names as witnesses: William A. Painter, Horace B. Adams, Bev E. Parnley, Thomas E. Pitman, all of Painter, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, N.M., May 21, 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. 012282, for southeast quarter section 25, 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 at Portales, N.M., on the 7th day of September, 1909.  
Claimant names as witnesses: Ben Bateman, Thomas E. Bateman, Gilbert D. Clark, George H. Karnest, all of Pearson, N.M.  
T. C. Tiltson, Register.

## 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. 11866, serial No. 012623 for southeast quarter section 34, township 1 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 7th day of September, 1909.  
Claimant names as witnesses: Samuel W. Hamden, John W. Williams, Daniel R. Hamilton, Felix R. Smith, all of Portales, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, N.M., May 21, 1909.  
Notice is hereby given that Bev E. Parnley, of Painter, N.M., who on April 5, 1907, made homestead entry No. 7478, serial No. 010279 for southeast quarter section 11, 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 at Portales, N.M., on the 7th day of September, 1909.  
Claimant names as witnesses: George H. Clary, John M. Price, Samuel L. Bruce, William E. Painter, all of Painter, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, New Mexico, May 26, 1909.  
Notice is hereby given that Abraham B. Large of Portales, N.M., who on December 16, 1903, made homestead entry No. 6826, serial No. 00826 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 at Portales, N.M., on the 8th day of September, 1909.  
Claimant names as witnesses: Stephen R. Yates, William F. Haxton, James C. Anderson, John M. Faggard, all of Portales, N.M.  
T. C. Tiltson, Register.

## 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 January 17, 1906, made homestead entry No. 14199, serial No. 014101 for lots 1, 2, 3, 4, 5, and 6, section 4, 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 at Portales, N.M., on the 8th day of September, 1909.  
Claimant names as witnesses: William H. Beck, U. Wright Carleton, James T. Shaw, James C. Dunlap, all of Portales, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, N.M., June 1, 1909.  
Notice is hereby given that Thomas H. Waab, of Arch, N.M., who on July 18, 1904, made homestead entry No. 5266, serial No. 00515, for the southeast quarter section 24, township 2 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 at Portales, N.M., on the 9th day of September, 1909.  
Claimant names as witnesses: William H. Williams, William M. Nichols, Alfred A. Boulter, Joe Bradley, all of Arch, New Mexico.  
T. C. Tiltson, 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. 011515, for the northeast quarter section 9, township 3 south, range 35 east, and on June 5, 1907, made additional homestead entry No. 10564, serial No. 011602, for southeast quarter section 19, 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 at Portales, N.M., on the 9th day of September, 1909.  
Claimant names as witnesses: John L. Horn, of Portales, N.M., Charles W. Ison, Walter B. Richardson, both of Rogers, N.M., John M. Mashburn, of Portales, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, New Mexico, June 16, 1909.  
Notice is hereby given that Clarence F. Young, of Eldra, N.M., who, on January 16, 1907, made homestead entry No. 61754, serial No. 00754 for the southwest quarter section 33, township 2 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 A. I. Maxwell, United States commissioner, at his office in Macy, N.M., on the 10th day of September, 1909.  
Claimant names as witness: Samuel Worth, Harry S. Worth, both of Macy, N.M., George Crawford, Delphos, N.M., Jesse Quarley, Eldra, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, United States Land Office, Roswell, N.M., June 1, 1909.  
Notice is hereby given that Fred Jackson, of Longa, N.M., who, on March 21, 1908, made homestead entry No. 15457, serial No. 014410, for lots 3, 4 and 5, and southeast quarter section 6, township 5 south, range 35 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 10th day of September, 1909.  
Claimant names as witnesses: Charles W. Foster, Wilbur Benjamin F. Moreman, Claud A. Rector, all of Longa, New Mexico.  
T. C. Tiltson, Register.

## CONTEST NOTICE.

Department of the Interior, U.S. Land Office, Roswell, N.M., August 2, 1909.  
A sufficient contest affidavit having been filed in this office by Edward McDaniel, contestant, against homestead entry No. 9706, made October 6, 1906, for southwest quarter section 26, township 2 south, range 35 east, N.M. principal meridian, by Charles N. Drew, Rya, contestant, in which it is alleged that said entryman has never established his residence upon said tract has not resided upon said tract for any length of time whatever, said parties are hereby notified to appear, respond, and offer evidence touching said allegations at 10 o'clock a.m. on October 1, 1909, before the Register and Receiver at the United States Land Office in Roswell, N.M.  
The said contestant having, in a proper affidavit, filed June 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.  
Harold Hurd, Register.

## 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 Sept. 10, 1902, made homestead entry No. 196, serial No. 00819, for southwest quarter southwest quarter section 4, southeast quarter southeast quarter section 5, northeast quarter northeast quarter section 8 and NW quarter NW 1/4 sec. 9, 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 at Portales, N.M., on the 7th day of September, 1909.  
Claimant names as witnesses: Milton C. Mason, Michael C. Reynolds, all of Portales, N.M., Reynolds, Clem Mason, all of Portales, N.M.  
T. C. Tiltson, Register.

## 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. 1499, serial No. 01265 for southeast quarter section 34 township 4 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 at Portales, N.M., on the 8th day of September, 1909.  
Claimant names as witnesses: William L. Gibb, Wallace D. Hennessey, James E. Thurman, Sam T. Thurman, all of Longa, N.M.  
T. C. Tiltson, Register.

## 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. Storta, of Turner, N.M., who, on April 20, 1908, made homestead entry No. 1499, serial No. 01265 for southeast quarter section 34 township 4 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 8th day of September, 1909.  
Claimant names as witnesses: Joe Howard, of Turner, N.M., George W. Turner, N.M., Samuel F. O'Neal, of Turner, N.M., William A. Turner, of Turner, N.M.  
T. C. Tiltson, Register.

## 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. Clendensan, of Portales, N.M., who, on April 23, 1904, made homestead entry No. 3091, serial No. 00924, for north half northeast quarter and east half northeast quarter section 32, township 2 south, range 35 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, New Mexico, on the 9th day of September, 1909.  
Claimant names as witnesses: Arthur R. Smith, Charles C. Hunter, both of Portales, N.M., George W. Poindexter, Turner, N.M., Arch, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, N.M., April 20, 1909.  
Notice is hereby given that Lorenza L. Chastain, of Carter, N.M., who on March 3, 1906, made homestead entry No. 7060, serial No. 010091, for northeast quarter section 32, township 2 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.  
Claimant names as witnesses: Ephraim J. Maples, Samuel F. Anderson, Oliver B. Carter, Eiel D. Fortner, all of Carter, N.M.  
T. C. Tiltson, Register.

## 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. Hibler, of Pearson, New Mexico, who, on March 12, 1907, made homestead entry No. 11360, serial No. 01137, for southeast quarter section 18, township 1 south, range 31 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, United States commissioner, at his office in Portales, New Mexico, on the 10th day of September, 1909.  
Claimant names as witnesses: Isaac R. Greahouse, Lee Walker, both of Upton, N.M., George W. Primmer, George W. Primmer, both of Upton, N.M.  
T. C. Tiltson, Register.

## 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, 1906, made homestead entry No. 10272, serial No. 011539 for northeast quarter section 14, township 2 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, United States commissioner, at his office in Portales, New Mexico, on the 10th day of September, 1909.  
Claimant names as witnesses: Albert H. Lewis, Joseph B. Naylor, Calvin A. Jones, James A. Tinsley, all of Portales, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, United States Land Office at Roswell, N.M., June 11, 1909.  
Notice is hereby given that Samuel T. Shaw, of Portales, New Mexico, who, on March 26, 1903, made homestead entry No. 3924, serial No. 00977 for southeast quarter section 35, township 1 north, range 35 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 11th day of September, 1909.  
Claimant names as witnesses: James C. Dunlap, William H. Beck, Michael C. Reynolds, Peter E. Bookoek, all of Portales, N.M.  
T. C. Tiltson, Register.

## 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 Eldra, N.M., who, on January 16, 1907, made homestead entry No. 15671, serial No. 015291, for northeast quarter section 28, township 2 south, range 35 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, Harrison C. Trammell, Ira P. Carlisle, Ben H. Hixon, all of Arch, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, N.M., April 12, 1909.  
Notice is hereby given that Frederick L. Coplin, of Redlake, N.M., who, on April 15, 1908, made homestead entry No. 14870, serial No. 014679 for northeast quarter section 33 township 4 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 at Portales, N.M., on the 24th day of August, 1909.  
Claimant names as witnesses: William W. McField, Elmer Nelson, Andrew C. Bedford, Anna M. Coyle, all of Redlake, New Mexico.  
T. C. Tiltson, Register.

## 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 Frederick L. Coplin, contestant, against homestead entry No. 10223, made November 23, 1906, for southeast quarter section 32, township 2 south, range 35 east, New Mexico principal meridian, by William S. Hixson, contestant, 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 allegations at 10 o'clock a.m. on August 21, 1909, before W. E. Lindsey, U.S. commissioner, at his office in Portales, New Mexico, and that final hearing will be held at 10 o'clock a.m. on August 28, 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 16, 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.  
T. C. Tiltson, Register.

# An Old Story, But It's True

There is but one place where the very best is always to be found; there is but one house that buys in car load lots; but one house that takes the cash discount on all goods bought; but one institution that owns its own buildings; but one thoroughly responsible, reliable dealer in Portales. We are talking, of course, about furniture stores. We do, really, carry the only complete line of all new furniture to be found in Portales. True, we don't carry any second-hand goods, nor can we take old furniture in part payment for new goods, but we can sell you the new goods for just about the same price you would pay to second-hand dealers as the difference between the old and the new goods. We can save you money on furniture because we can buy it cheaper and carry it cheaper than small dealers. We want you to call whether you buy or not.

## 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.

Our undertaking and embalming department is thoroughly modern in equipment, with a graduated and licensed embalmer in charge. Our stock of coffins, caskets and undertakers' supplies is complete and of high grade. I have recently purchased an undertakers' car which will be furnished free of charge to those who may desire its use. Calls answered day or night, office phone, 67 two rings; residence, 67 three rings.

# Neer, Drugs and Furniture

Opposite First National Bank.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, N.M., May 17, 1909.  
Notice is hereby given that Augustus L. Crippen, of Pearson, New Mexico, who on March 25, 1906, made homestead entry No. 16243, serial No. 014458, for northeast quarter section 28, township 1 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 in Portales, N.M., on the 23d day of August, 1909.  
Claimant names as witnesses: James S. Fraser, John Howl, both of Carter, N.M., Florence J. Kinman, Will L. Beavers, both of Portales, New Mexico.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, New Mexico, May 17, 1909.  
Notice is hereby given that Grover C. Spray, of Portales, New Mexico, who, on April 8, 1909, made homestead entry No. 15684, serial No. 012346, for southeast quarter section 20, township 3 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 in Portales, New Mexico, on the 23d day of August, 1909.  
Claimant names as witnesses: James S. Fraser, John Howl, both of Carter, N.M., Florence J. Kinman, Will L. Beavers, both of Portales, New Mexico.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, U.S. Land Office at Roswell, New Mexico, May 20, 1909.  
Notice is hereby given that Annie M. Coyle, of Redlake, New Mexico, who, on May 9, 1908, made homestead entry, No. 15166, serial number 014923, for the northeast quarter section 12, township 3 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 in Portales, New Mexico, on the 26th day of August, 1909.  
Claimant names as witnesses: Lee Hardy, William B. Searcy, Fred L. Coyle, Andrew F. Eggers, all of Redlake, N.M.  
T. C. Tiltson, Register.

## 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. 4902, serial No. 009181, for south half southwest quarter and south half southeast quarter section 31, township 1 north, 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, United States commissioner at his office in Portales, New Mexico, on the 26th day of August, 1909.  
Claimant names as witnesses: George P. Smith, of Portales, N.M., Isaac T. Guest, George W. Maslin, James S. Maslin, all of Lacy, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, United States Land Office at Roswell, N.M., June 22, 1909.  
Notice is hereby given that Albert A. Brodie, of Pearson, New Mexico, who, on April 17, 1909, made homestead entry serial No. 017521 for northeast quarter section 22, township 1 south, range 30 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 30th day of August, 1909.  
Claimant names as witnesses: James W. Farmer, Sidney F. Bengt, Horace B. Pritzer, Augustus L. Crippen, all of Pearson, N.M.  
T. C. Tiltson, Register.

## NOTICE FOR PUBLICATION.

Department of the Interior, United States Land Office at Roswell, N.M., June 22, 1909.  
Notice is hereby given that Charles B. Brodie, of Pearson, New Mexico, who, on May 13, 1909, made homestead entry serial No. 018101 for northwest quarter section 23, township 1 south, range 30 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, N.M., on the 30th day of August, 1909.  
Claimant names as witnesses: James W. Farmer, Sidney F. Bengt, Horace B. Pritzer, Augustus L. Crippen, all of Pearson, N.M.  
T. C. Tiltson, Register.

# Portales Grain and Coal Co.

ARTHUR JONES, Manager.

New Bins. No Dirt. No Slate. Two Thousand Pounds of COAL for a Ton. Now is a Good Time to lay in Your Supply of Fuel for the Coming Winter. We'll Treat You Right.

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

# CITY MEAT MARKET

WALTER HORTON, Proprietor

The Best Fresh and Cured Meats  
New quarters, next to A. B. Austin's new building. Everything neat and clean and strictly first-class in every particular. Modern equipments and experienced meat cutter. The satisfaction of our customers is our first consideration. Always in the market for butcher stuff.

PHONE 78 Fresh Fish and Oysters Every Tuesday

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Coal, Grain and All Kinds of Feed.  
Yard West of Santa Fe Track.

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G. B. CU...  
At...  
Office next Portales...  
DR. W. E...  
Physic...  
Office at Neer...  
DR. J. R. J...  
PHYSICIA...  
Office at Neer phone, 67 two...  
DR. T. C. W...  
Physic...  
Office at White No. 24...  
DR. JOHN S...  
Physic...  
Office in Pearce Telephone No. 1...  
REESE, CAR...  
Attor...  
Office, Up-Stair Next Doc...  
WASHINGTON...  
Attor...  
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DR. L. R. HO...  
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Here is the original...  
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The best of tank building, tin roofing, and any other tin-work, repair work and new work. Don't forget, we are at the same old stand.

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**Professional Nurse**

Residence three miles east and ten miles south of Portales. P.O. box 344 Portales, New Mexico.

**MRS. ELLEN ROSSON TOURNIA**  
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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. Telephone, store 67, two rings; residence, 67 three rings.

**G. B. CUNNINGHAM**  
**Attorney at Law**

Office next door to Portales hotel 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...**

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Eye, Ear, Nose and Throat, at Neer's Drug Store once a month.

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CLOVIS, NEW MEXICO

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**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**

Lee Carter of Hereford was here from Sunday till Tuesday visiting his parents.

Miss Edna Carter, after a short vacation, will resume her class in music on August 30th.

W. D. Marchbank, who lives eight miles west of town, left last week with his family for Texas, to visit friends.

A. J. McCray and family, lately of Plainview, Texas, have moved on a claim near Inez, which he has recently purchased.

Mrs. Maude Smith and Mrs. S. J. Nixon returned Sunday from their outing at Clouderoft and report a splendid trip.

Miss Gertrude Spears returned to her home in Clovis Wednesday after visiting here a week with Miss Prue Harris and Miss Ophie Ferguson.

Isaac T. Guest, of Lacy, was in Portales Tuesday and while here forwarded an application to the land office to make five year proof on his claim.

Edward Shuell returned this week from his trip to Dennison, Texas. He reports it hot and dry in that locality and he prefers to stay in New Mexico.

County surveyor W. F. Tallant Tuesday received his new leveling rod, used in running surface levels. With this instrument it is possible to measure within a thousandth part of a foot.

J. W. Jones, son of Judge and Mrs. H. E. Jones, county attorney of Atoka county, Oklahoma, who has been visiting his parents here for the past week, left Monday for his home in Atoka.

Will Smith and M. R. Russell have bought the entire stock of groceries of Cox & Mullennix and will, in a few days, open a great reduction sale on everything in the house, nothing excepted.

City Marshal Enoch Boucher left Monday, with his family, for an outing near Roswell. Mr. Boucher returned Thursday after seeing his family comfortably located. They will remain about two weeks.

Stone & Wilhite installed last week a new six horse power Fairbanks & Morse gasoline engine to run their picture show. The engine is of the type made to run electric lights and it does the work in fine shape.

Lon Blankenship, who, for the past few months, has been chief engineer at the D Z headquarters ranch, has resigned his position there and will leave Friday for Beloit, Wisconsin, where he has secured a situation running a gas producer engine.

Mr. and Mrs. J. B. Priddy returned Monday from their visit to the eastern markets. Mr. Priddy says that he caught the market about right and that when the new goods arrive he will have some interesting things to say to the careful buyers.

Mrs. Eliza Summers, who lives ten miles west of Portales, has sold her stock and personal effects and she and her youngest daughter, Miss Ida, left Tuesday for Lahoma, Oklahoma. Miss Ida will work in a drug store there for her brother. Her older daughter, Miss Alma, remained here with her married sister, Mrs. H. H. Clifton.

Homer Pruett, nine years old, son of Mr. and Mrs. J. S. Pruett, met with quite a painful accident at their home, six miles south of town. He had climbed a telephone post and, in sliding down, his leg came in contact with a barbed wire and cut a gash in the calf of his leg about seven inches long, and part of the way cut to the bone. The little man stood the dressing of the wound heroically and sat and grinned while Dr. Patterson sewed up the cut.

S. I. Roberts, clerk of the court, arrived here Tuesday to look after the affairs of the office and get things in readiness for opening court Monday, September 6th. While here Mr. Roberts opened up an entire new set of books for the office, in accordance with a law passed at the last session of the legislature.

James Ryther, who is gardening on W. E. Lindsey's place, discovered that some insects were badly damaging his celery. By digging at the roots of the celery he found a number of dark brown bugs about half an inch long, resembling June bugs, and they were working on the roots of the plants, just under the surface of the ground. He sent some of the bugs and the roots to the entomologist of the agricultural college at Manhattan, Kansas, and received a reply stating the insects were commonly known as carrot bugs. The only remedy recommended was to turn hogs on the ground after the crops had been gathered.

F. L. Vandenburg and H. E. Gill arrived here Monday from Hereford and Tuesday went out to Mr. Gill's claim, near Pearson. Mr. Vandenburg, until recently, has been publishing the Democrat on which he held a lease from S. A. Paradise, at one time publisher of the Portales Herald. Mr. Vandenburg, in company with Mr. Kelly, have ordered an exceptionally good printing plant for their new paper at Hereford, to be known as the Recorder. The plant is composed of all new and modern material and cost \$4,000.00. Messrs. Vandenberg & Kelly are both practical and thorough newspaper men and publishers. The mechanical department will be in charge of Mr. Griffith, a printerman of large experience of exceptional ability, who was in Portales last week visiting friends.

There will be a musicale, ice cream and cake supper, and program at Pleasant View school house, six and one half miles southeast of Portales, on September 2d. All are cordially invited.

Landers cleans clothes. Landers cleans and blocks hats. Austin wants all your poultry and eggs.

Poultry, Butter, and Eggs bought and sold by Gamel Produce company. West of Portales Hotel.

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

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 E. Crawford of Portales, New Mexico, contestant, against homestead entry No. 14673, made March 14, 1908, for southeast quarter section 26, township 2 south, range 35 east, by G. Lee Bradshaw, contestee, in which it is alleged, under date of April 23d, 1909, that the 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; and parties are hereby notified to appear, respond and offer evidence touching said allegations at 9 o'clock A. M., on October 5, 1909, before Washington E. Lindsey, United States commissioner, at his office in Portales, New Mexico, and that final hearing will be held at 9 o'clock A. M. on October 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 diligence, personal service of this notice can not be made, it is hereby ordered and decreed that such notice be given by due and proper publication.

T. C. Tiltonson, Register.

Department of the Interior, United States Land office, Roswell, N. M., July 1, 1909. Notice is hereby given that John H. Jones, one of the heirs of Francis S. Jones, deceased, of Floyd, N. M., who, on May 16, 1904, made homestead entry No. 5136, serial No. 9278, for southeast quarter section 34, 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 at Portales, N. M., on the 13th day of September, 1909.

Claimant names as witnesses: James E. Spear, Edward C. Price, John W. George, William H. Southerland, all of Floyd, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Roland R. Hanns, of Portales, New Mexico, who, on October 16, 1907, made homestead entry No. 12962, serial No. 6123 for southeast quarter section 29, township 2 south, range 33 east, N.M.P.M., has filed notice of intention to make final computation 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 13th day of September, 1909.

Claimant names as witnesses: John H. Stone, John B. Maxwell, both of Portales, N. M.; John N. H. Rufus E. of S. Jester, both of Delphos, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Thomas M. York, of Painter, N. M., who on November 2, 1907 made homestead entry No. 5121, serial No. 6253 for southeast quarter section 10 township 1 south, range 31 east, N.M.P.M., has filed notice of intention to make final computation 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 14th day of September, 1909.

Claimant names as witnesses: John H. Stone, John B. Maxwell, both of Portales, N. M.; John N. H. Rufus E. of S. Jester, both of Delphos, N. M.

T. C. Tiltonson, Register.

Department of the Interior, United States Land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Mimos T. Long, of Upton, N. M., who on February 2, 1907 made homestead entry No. 19932, serial No. 6257, for southeast quarter section 26, township 1 south, range 33 east, New Mexico principal meridian, has filed notice of intention to make final computation 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 13th day of September, 1909.

Claimant names as witnesses: Augustine W. Price, Charles W. Painter, M. M. James B. Piddly, of Portales, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Samuel D. Burke, of Arch, N. M., who, on October 31, 1903, made homestead entry, 7711, serial No. 09133, for southeast quarter, section 33, township 2 south, range 36 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 16th day of September, 1909.

Claimant names as witnesses: James J. Williams, Levi Bousler, Benjamin F. Mitchell, John H. Stovall, all of Arch, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, New Mexico, July 1, 1909. Notice is hereby given that James F. Bull, of Dora, N. M., who, on March 10, 1906, made homestead entry No. 7126, serial No. 00133, for northwest quarter, section 23, township 4 south, range 34 east, New Mexico principal meridian, has filed notice of intention to make final computation 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 13th day of September, 1909.

Claimant names as witnesses: Robert D. Campbell, James C. Ferguson, Jesse M. McCormack, Fred L. Bull, all of Dora, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., July 1, 1909. Notice is hereby given that Joe Hubstetter, of Lacy, N. M., who on March 5, 1903, made homestead entry No. 3813, serial No. 0890 for northeast quarter section 36 township 1 north, 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 at Portales N. M. on the 17th day of September, 1909.

Claimant names as witnesses: William O. Hooper, George W. Mauldin, James S. Mauldin, Riley C. Cogdill, all of Lacy, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, New Mexico, July 1, 1909. Notice is hereby given that Thomas A. Hall, of Portales, N. M., who, on Nov. 3, 1907, made homestead entry No. 5058, serial No. 01436, for southeast quarter section 21, township 2 south, range 36 east, N. M. principal meridian, has filed notice of intention to make final computation proof, to establish claim to the land above described, before W. E. Lindsey, United States commissioner, at his office in Portales, New Mexico, on the 17th day of September, 1909.

Claimant names as witnesses: Royal J. Noble, Joe Howard, Frances M. McDermott, Abraham I. Kovkendall, all of Portales, N. M.

T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., June 2, 1909. Notice is hereby given that John L. Jones, one of the heirs of Francis S. Jones, deceased, of Floyd, N. M., who, on May 16, 1904, made homestead entry No. 5136, serial No. 9278, for southeast quarter section 34, 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 at Portales, N. M., on the 8th day of September, 1909.

Claimant names as witnesses: James E. Spear, Edward C. Price, John W. George, William H. Southerland, all of Floyd, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., June 15, 1909. Notice is hereby given that Roland R. Hanns, of Portales, New Mexico, who, on October 16, 1907, made homestead entry No. 12962, serial No. 6123 for southeast quarter section 29, township 2 south, range 33 east, N.M.P.M., has filed notice of intention to make final computation 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 13th day of September, 1909.

Claimant names as witnesses: John H. Stone, John B. Maxwell, both of Portales, N. M.; John N. H. Rufus E. of S. Jester, both of Delphos, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Thomas M. York, of Painter, N. M., who on November 2, 1907 made homestead entry No. 5121, serial No. 6253 for southeast quarter section 10 township 1 south, range 31 east, N.M.P.M., has filed notice of intention to make final computation 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 14th day of September, 1909.

Claimant names as witnesses: John H. Stone, John B. Maxwell, both of Portales, N. M.; John N. H. Rufus E. of S. Jester, both of Delphos, N. M.

T. C. Tiltonson, Register.

Department of the Interior, United States Land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Mimos T. Long, of Upton, N. M., who on February 2, 1907 made homestead entry No. 19932, serial No. 6257, for southeast quarter section 26, township 1 south, range 33 east, New Mexico principal meridian, has filed notice of intention to make final computation 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 13th day of September, 1909.

Claimant names as witnesses: Augustine W. Price, Charles W. Painter, M. M. James B. Piddly, of Portales, N. M.

T. C. Tiltonson, Register.

Department of the Interior, United States Land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Louis S. Smith, of Inez, N. M., who on April 27, 1908, made homestead entry No. 15028, serial No. 014812, for southeast quarter, section 23, township 1 south, range 36 east, New Mexico principal meridian, has filed notice of intention to make final computation 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 14th day of September, 1909.

Claimant names as witnesses: Augustine W. Price, Charles W. Painter, M. M. James B. Piddly, of Portales, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., June 29, 1909. Notice is hereby given that Samuel D. Burke, of Arch, N. M., who, on October 31, 1903, made homestead entry, 7711, serial No. 09133, for southeast quarter, section 33, township 2 south, range 36 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 16th day of September, 1909.

Claimant names as witnesses: James J. Williams, Levi Bousler, Benjamin F. Mitchell, John H. Stovall, all of Arch, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, New Mexico, June 16, 1909. Notice is hereby given that James F. Bull, of Dora, N. M., who, on March 10, 1906, made homestead entry No. 7126, serial No. 00133, for northwest quarter, section 23, township 4 south, range 34 east, New Mexico principal meridian, has filed notice of intention to make final computation 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 13th day of September, 1909.

Claimant names as witnesses: Robert D. Campbell, James C. Ferguson, Jesse M. McCormack, Fred L. Bull, all of Dora, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., July 1, 1909. Notice is hereby given that Caleb Hubstetter, of Lacy, N. M., who on May 28, 1903 made homestead entry No. 4168, serial No. 19937 for southeast quarter section 27 township 1 north, range 31 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 17th day of September, 1909.

Claimant names as witnesses: George W. Mauldin, James S. Mauldin, Isaac T. Guest, Joe Hubstetter, all of Lacy, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, N. M., July 1, 1909. Notice is hereby given that Joe Hubstetter, of Lacy, N. M., who on March 5, 1903, made homestead entry No. 3813, serial No. 0890 for northeast quarter section 36 township 1 north, 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 at Portales N. M. on the 17th day of September, 1909.

Claimant names as witnesses: William O. Hooper, George W. Mauldin, James S. Mauldin, Riley C. Cogdill, all of Lacy, N. M.

T. C. Tiltonson, Register.

Department of the Interior, U. S. land office at Roswell, New Mexico, July 1, 1909. Notice is hereby given that Thomas A. Hall, of Portales, N. M., who, on Nov. 3, 1907, made homestead entry No. 5058, serial No. 01436, for southeast quarter section 21, township 2 south, range 36 east, N. M. principal meridian, has filed notice of intention to make final computation proof, to establish claim to the land above described, before W. E. Lindsey, United States commissioner, at his office in Portales, New Mexico, on the 17th day of September, 1909.

Claimant names as witnesses: Royal J. Noble, Joe Howard, Frances M. McDermott, Abraham I. Kovkendall, all of Portales, N. M.

T. C. Tiltonson, Register.

Department of the Interior, United States Land office at Roswell, N. M., July 16, 1909. Notice is hereby given that John J. Fox of Upton, N. M., who on January 16, 1908, made homestead entry No. 3806, serial No. 011749 for southeast quarter section 13, township 2 south, range 31 east, N.M.P.M., has filed notice of intention to make final computation 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 16th day of September, 1909.

Claimant names as witnesses: Don F. Grimes, Cortez Grimes, Louis H. Gresham, all of Macy, N. M.; John G. Moore, of Upton, N. M.

T. C. Tiltonson, Register.

**ORDINANCE NO. 22.**  
An ordinance to amend ordinance No. 21, of the town of Portales, New Mexico.

Be it ordained by the board of Trustees of the town of Portales, New Mexico:  
Section 1. That section one of ordinance No. 21 of the ordinances of the town of Portales, New Mexico, be and is hereby amended by striking out the word "five" from the sixth line of said section and inserting in lieu thereof the word "ten."

Read first and second times and ordered published this 24th day of August, 1909.

J. P. STONE, President  
S. A. MORRISON, Cashier  
B. BLANKENSHIP, Vice-President  
G. M. 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 \$118,006 26 Capital Stock \$50,000 00 U. S. Bonds and Premiums 51,990 00 Surplus and Profits 11,962 43 Banking House, Furniture and Fix 7,313 77 Circulation 50,000 00 Cash and due from Banks 84,667 40 Deposits 121,914 78 Total \$333,877 41 Total \$333,877 41

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 aids' 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 & LA WRENCE**

**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.

**LUMBER LUMBER LUMBER**

## 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

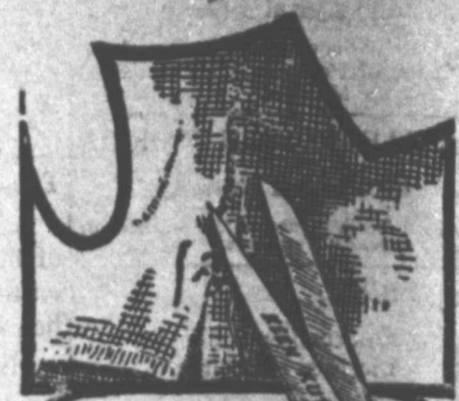
Will soon be completed, then we will have sufficient room to display our goods in a manner befitting their quality and attractive to our patrons. We have enjoyed an excellent trade since coming to Portales, and we have done our best to merit its continuance. We also wish to impress on the minds of those 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, Casing, 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 with the right points—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 27 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."

Keen Kutter, Inc., New York, N. Y.



## WHISPERING SMITH

By Frank H. Spearman

Illustrations by André Bowles

Copyright 1928  
By Charles Scribner's Sons

Continued from last week.

"Oh, yes, Puss, certainly. I know, of course; only, get a nice chicken!" and with the parting admonition Dickie, smoothing her hair wildly, hastened back to the living room.

But the harm was done. Puss, more excited than her mistress, lost her head when she got to the chicken-yard, and with sufficiently bad results. When Dickie ran out a few moments afterward for a glass of water for McCloud, Puss was calmly wiping her hands, and in the sink lay the quivering form of young Caesar. Dickie caught her favorite up by the legs and suppressed a cry. There could be no mistake. She cast a burning look on Puss. It would do no good to storm now. Dickie only wrung her hands and returned to McCloud.

He rose in the happiest mood. He could not see what a torment Dickie was in, and took the water without asking himself why it trembled in her hand. Her restrained manner did not worry him, for he felt that his fight at the river was won, and the prospect of fried chicken composed him. Even the long hour before Puss, calm and inviting in a white cap and apron, appeared to announce supper, passed like a dream. When Dickie rose to lead the way to the dining room, McCloud walked on air; the high color about her eyes intoxicated him. Not till half the fried chicken, with many compliments from McCloud, had disappeared, and the plate had gone out for the second dozen biscuits did he notice Dickie's abstraction.

"I'm sure you need worry no longer about the water," he observed, reassuringly. "I think the worst of the danger is past."

Dickie looked at the tablecloth with wide-open eyes. "I feel sure that that is. I am no longer worrying about that."

"It's nothing I can do or leave undone, is it?" asked McCloud, laughing a little as he implied in his tone that she must be worrying about something.

Dickie made a gesture of alarm. "Oh, no, no; nothing!"

"It's a pretty good plan not to worry about anything."

"Do you think so?"

"Why, we all thought so last night. Heavens!" McCloud drew back in his chair. "I never offered you a piece of chicken! What have I been thinking of?"

"Oh, I wouldn't eat it anyway!" cried Dickie.

"You wouldn't? It is delicious. Do have a plate and a wing at least."

"Really, I could not bear to think of it," she said, pathetically.

He spoke lower. "Something is troubling you. I have no right to a confidence, I know," he added, taking a biscuit.

Her eyes fell to the floor. "It is nothing. Pray, don't mind me. May I fill your cup?" she asked, looking up. "I am afraid I worry too much over what has happened and can't be helped. Do you never do that?"

McCloud, laughing wretchedly, tore Caesar's last leg from his body. "No, indeed, I never worry over what can't be helped."

They left the dining room. Marion came down. But they had hardly seated themselves before the living room fire when a messenger arrived with word that McCloud was wanted at the river. His chagrin at being dragged away was so apparent that Marion and Dickie sympathized with him and laughed at him. "I never worry about what can't be helped," Dickie murmured.

He looked at Marion. "That's a shot at me. You don't want to go down, do you?" he asked, ironically, looking from one to the other.

"Why, of course, I'll go down," responded Dickie, promptly. "Marion caught cold last night, I guess, so you will excuse her, I know. I will be back in an hour, Marion, and you can toast your cold while I'm gone."

"But you mustn't go alone!" protested McCloud.

Dickie lifted her chin the least bit. "I shall be going with you, shall I not? And if the messenger has gone back I shall have to guide you. You never could find your way alone."

"But I can go," interposed Marion, rising.

"Not at all; you can not go!" announced Dickie. "I can protect both Mr. McCloud and myself. If he should arrive down there under the wing of

two women he would never hear the last of it. I am mistress here still, I think; and I shan't be leaving home, you know, to make the trip!"

McCloud looked at Marion. "I never worry over what can't be helped—though it is dollars to cents that those fellows don't need me down there any more than a cat needs two tails. And how will you get back?" he asked, turning to Dickie.

"I will ride back!" returned Dickie, loftily. "But you may, if you like, help me get my horse up."

"Are you sure you can find your way back?" persisted McCloud.

Dickie looked at him in surprise. "Find my way back?" she echoed, softly. "I could not lose it. I can ride over any part of this country at noon or at midnight, asleep or awake, with a saddle or without, with a bridle or without, with a trail or without. I've ridden every horse that has ever come on the Crawling Stone ranch. I could ride when I was three years old. Find my way back?"

The messenger had gone when the two rode from the house. The sky was heavily overcast, and the wind blew such a gale from the south and west that one could hardly hear what the other said. McCloud could not have ridden from the house to the barn in the utter darkness, but his horse followed Dickie's. She halted frequently on the trail for him to come up with her, and after they had crossed the alfalfa fields McCloud did not care whether they ever found the path again or not. "It's great, isn't it?" he exclaimed, coming up to her after opening a gate in the dark. "Where are you?"

"This way," laughed Dickie. "Look out for the trail here. Give me your hand and let your horse have his head. If he slips, drop off quick on this side." McCloud caught her hand. They rode for a moment in silence, the horses stepping cautiously. "All right now," said Dickie; "you may let go." But McCloud kept his horse up close and clung to the warm hand. "The camp is just around the hill," murmured Dickie, trying to pull away. "But of course if you would like to ride in holding my hand you may!"

"No," said McCloud, "of course not—not for worlds! But, Miss Dickie, couldn't we ride back to the house and ride around the other way into camp? I think the other way into the camp—say, around by the railroad bridge—would be prettier, don't you?"

For answer she touched Jim lightly with her lines and his spring released her hand very effectively. As she did so the trail turned, and the camp-fire, whipped in the high wind, blazed before them.

Whispering Smith and Lance Dunning were sitting together as the two galloped up. Smith helped Dickie to alight. She was conscious of her color and her eyes were now unduly bright. Moreover, Whispering Smith's glance rested so calmly on both McCloud's face and her own that Dickie felt as

if he saw quite through her and knew everything that had happened since they left the house.

Lance was talking to McCloud. "Don't abuse the wind," McCloud was saying. "It's our best friend to-night, Mr. Dunning. It is blowing the water off-shore. Where is the trouble?" For answer Dunning led McCloud off toward the bend, and Dickie was left alone with Whispering Smith.

He made a seat for her on the windward side of the big fire. When she had seated herself she looked up in great contentment to ask if he was not going to sit down beside her. The brown coat, the high black hat, and the big eyes of Whispering Smith had already become a part of her mental store. She saw that he seemed preoccupied, and sought to draw him out of his abstraction.

"I am so glad you and Mr. McCloud are getting acquainted with Cousin Lance," she said. "And do you mind my giving you a confidence, Mr. Smith? Lance has been so unreasonable about this matter of the railroad's coming up the valley and pow-wow-ing so much with lawyers and ranchers that he has been forgetting about everything at home. He is so much older than I am that he ought to be the sensible one of the family, don't you think so? It frightens me to have him losing at cards and drinking. I am afraid he will get into some shooting affair. I don't understand what has come over him, and I worry about it. I believe you could influence him if you know him."

"What makes you think that?" asked Whispering Smith, but his eyes were on the fire.

"Because these men he spends his time with in town—the men who fight and shoot so much—are afraid of you. Don't laugh at me. I know it is quite true in spite of their talk. I was afraid of you myself until—"

"Until—"

"But I think it is because I don't understand things that I am so afraid. I am not naturally a coward. I'm sure I could not be afraid of you if I understood things better. And there is Marion. She puzzles me. She will never speak of her husband—I don't know why. And I don't know why Mr. McCloud is so hard on Mr. Sinclair—Mr. Sinclair seems so kind and good-natured."

Whispering Smith looked from the fire into Dickie's eyes. "What should you say if I gave you a confidence?"

She opened her heart to his searching gaze. "Would you trust me with a confidence?"

He answered without hesitation. "You shall see. Now, I have many things I can't talk about, you understand. But if I had to give you a secret this instant that carried my life, I shouldn't fear to do it—so much for trusting you. Only this, too, as to what I say: Don't ever quote me or let it appear that you any more than know me. Can you manage that? Really? Very good; you will

understand that in a minute. The man that is stirring up all this trouble with your Cousin Lance and in this whole country is your kind and good-natured neighbor, Mr. Sinclair. I am prejudiced against him; let us admit that on the start, and remember it in estimating what I say. But Sinclair is the man who has turned your cousin's head, as well as made things in other ways unpleasant for several of us. Sinclair—I tell you so you will understand everything, more than your cousin, Mr. McCloud, or Marion Sinclair understand—Sinclair is a train-wrecker and a murderer. That makes you breathe hard, doesn't it? But it is so. Sinclair is fairly educated and highly intelligent, capable in every way, daring to the limit, and, in a way, fascinating; it is no wonder he has a following. But his following is divided into two classes: The men that know all the secrets, and the men that don't—men like Rebstock and Du Sang, and men like your cousin and a hundred or so sports in Medicine Bend, who see only the glamour of Sinclair's pace. Your cousin sympathizes with Sinclair when he doesn't actually side with him. All this has helped to turn Sinclair's head, and this is exactly the situation you and McCloud and I and a lot of others are up against. They don't know all this, but I know it, and now you know it. Let me tell you something that comes close to home. You have a cowboy on the ranch named Karg—he is called Flat Nose. Karg was a railroad man. He is a cattle-thief, a train-robber, a murderer, and a spy. I should not tell you this if you were not game to the last drop of your blood. But I think I know you better than you know yourself, though you never saw me until last night. Karg is Sinclair's spy at your ranch, and you must never feel it or know it; but he is there to keep your cousin's sympathy with Sinclair, and to lure your cousin his way. And Karg will try to kill George McCloud every time he sets foot on this ranch, remember that."

"Then Mr. McCloud ought not to be here. I don't want him to stay if he is in danger!" exclaimed Dickie.

"But I do want him to come here as if it mattered nothing, and I shall try to take care of him. I have a man among your own men, a cowboy named Wickwire, who will be watching Karg, and who is just as quick, and Karg, not knowing he was watched, would be taken unawares. If Wickwire goes elsewhere to work some one else will take his place here. Karg is not on the ranch now; he is up north, hunting up some of your steers that were run off last month by his own cronies. Now do you think I am giving you confidence?"

She looked at him steadily. "If I can only deserve it all." In the distance she heard the calling of the men at the river borne on the wind. The shock of what had been told her, the strangeness of the night and of the scene, left her calm. Fear had given way to responsibility and Dickie seemed to know herself.

"You have nothing whatever to do to deserve it but keep your own counsel. But listen a moment longer—for this is what I have been leading up to," he said. "Marion will get a message to-morrow, a message from Sinclair, asking her to come to see him at his ranch-house before she goes back. I don't know what he wants—but she is his wife. He has treated her infamously; that is why she will not live with him and does not speak of him. But you know how strange a woman is—or perhaps you don't; she doesn't always cease to care for a man when she ceases to trust him. I am not in Marion's confidence, Miss Dickie. She is another man's wife. I cannot tell how she feels toward him; I know she has often tried to reclaim him from his deviltry. She may try again, that is, she may, for one reason or another, go to him as he asks. I could not interfere, if I would. I have no right to it, if I could, and I will not. Now this is what I'm trying to get up the courage to ask you. Should you dare to go with her to Sinclair's ranch if she decides to go to him?"

"Certainly I should dare."

"After all you know?"

"After all I know—why not?"

"Then in case she does go and you go with her, you will know nothing whatever about anything, of course, unless you get the story from her. What I fear is that which possibly may come of their interview. He may try to kill her—don't be frightened. He will not succeed if you can only make sure he doesn't lead her away on horseback from the ranch-house or get her alone in a room. She has few friends. I respect and honor her, because she and I grew up as children together in the same little town in Wisconsin. I knew her folks, all of them, and I've promised them—you know—to have a kind of care of her."

"I think I know."

He looked self-conscious even at her tone of understanding. "I need not try to deceive you; your instinct would be poor if it did not tell you more than I ought to. He came along and turned her head. You need fear nothing for yourself in going with her, and nothing for her if you can cover just those two points—can you remember? Not to let her go away with him on horseback, and not to leave her where she will be alone with him in the house?"

"I can and will. I think as much of Marion as you do. I am proud to be able to do something for you. How little I have known you! I thought you were everything I didn't want to know."

"It's nothing," he returned, sadly, "except that Sinclair has stirred up your cousin and the ranchers as well as the Williams Cache gang, and that makes talk about me. I have to do what I can to make this a peaceable country to live in. The railroad wants decent people here and doesn't want the other kind, and it falls on me, unfortunately, to keep the other kind

moving. I don't like it, but we can none of us do quite what we please in making a living. Let me tell you this—he turned to fix his eyes seriously on her: "Believe anything you hear of me except that I have ever taken human life willingly or save in discharge of my duty. But this kind of work makes my own life an uncertainty, as you can see. I do almost literally carry my life in my hand, for if my hand is not quicker every time than a man's eye, I am done for then and there."

"It is dreadful to think of."  
"Not exactly that, but it is something I can't afford to forget."  
"What would become of the lives of the friends you protect if you were killed?"

"You say you care for Marion Sinclair. I should like to think if you would not forget her?"

"I never will."  
He smiled. "Then I put her in charge of the man closest to me, George McCloud, and the woman she thinks the most of in the world—except her mother. What is this, are they back? Yonder they come."

"We found nothing serious," McCloud said, answering their questions as he approached with Lance Dunning. "The current is really swinging away, but the bank is caving in where it was undermined last night." He stopped before Dickie. "I am trying to get your cousin to go to the house and go to bed. I am going to stay all night, but there is no necessity for his staying."

"Damn it, McCloud, it's not right," protested Lance, taking off his hat and wiping his forehead. "You need the sleep more than I do. I say he is the one to go to bed to-night," continued Lance, putting it up to Whispering Smith. "And I insist, by the Almighty, that you two take him back to the house with you now!"

Whispering Smith raised his hand. "If this is merely a family quarrel about who shall go to bed, let us compromise. You two stay up all night and let me go to bed."

Lance, however, was obstinate. "It seems to be a family characteristic of the Dunningas to have their own way," ventured McCloud, after some further dispute. "If you will have it so, Mr. Dunning, you may stand watch to-night and I will go to the house."

Riding back with McCloud, Dickie and Whispering Smith discussed the food. McCloud disclaimed credit for the improvement in the situation. "If the current had held against us as it did yesterday, nothing I could have

about ten o'clock. He was waiting for Marion—she had sent word she should come—and he came out of the front door into the sunshine with a smile of welcome when he saw Dickie with her. Dickie, long an admirer of Sinclair's, as women usually were, had recast somewhat violently her opinions of him. She faced him now with a criminal consciousness that she knew too much. The weight of the dreadful secret weighed on her, and her responsibility in the issue of the day ahead did not help to make her greeting an easy one. One thing only was fixed in her mind and reflected in the tension of her lips and her eyes: The resolve to keep at every cost the promise she had given. For Dickie had fallen under the spell of a man even more compelling than Sinclair, and felt strangely bounden to what she had said.

Sinclair, however, had spirit enough to smooth quite away every embarrassment. "Bachelor's quarters," he explained roughly and pleasantly, as he led the two women toward the house. "Cowmen make poor housekeepers, but you must feel at home." And when Dickie, looking at his Indian rugs on the floor, the walls, and the couches, said she thought he had little to apologize for, Sinclair looked gratified and took off his hat again. "Just a moment," he said, standing at the side of the door. "I've never been able to get Marion over here before, so it happens that a woman's foot has never entered the new house. I want to watch one of you cross the threshold for the first time."

Dickie, moving ahead, retreated with a laugh. "You first, then, Marion."

"No, Dickie, you."  
"Never! you first." So Marion, quite red and wretchedly ill at ease, walked into the ranchhouse first.

Sinclair shone nowhere better than as a host. When he had placed his guests comfortably in the living room he told them the story of the building of the house. Then he made a cicerone of himself, and explained, with running comments, each feature of his plan as he showed how it had been carried out through the various rooms. Surprised at the attractiveness of things, Dickie found herself making mental notes for her own use, and began asking questions. Sinclair was superb in answering, but the danger of admiring things became at once apparent, for when Dickie exclaimed over a handsome bearskin, a rich dark-brown grizzly skin of unusual size, Sinclair told the story of the killing, bared his tremendous forearm to show where the polished claws had ripped him, and, disregarding Dickie's protests, insisted on sending the skin over to Crawling Stone ranch as a souvenir of her visit.

"I live a great deal alone over here," he said, waving Dickie's continued refusal magnificently aside as he moved into the next room. "I've got a few good dogs, and I hunt just enough to keep my hand in with a rifle." Dickie quailed a little at the smile that went with the words. "The men, at least the kind I mix with, don't care for grizzly skins, and to enjoy anything you've got to have sympathetic company—don't you know that?" he asked, looking admiringly at Dickie. "I've got another skin for you—a silver-tip," he added, in deep, gentle tones, addressing Marion. "It has a fine head, as fine as I ever saw in the Smithsonian. It is down at Medicine Bend now, being dressed and mounted. By the way, I've forgotten to ask you, Miss Dickie, about the high water. How did you get through at the ranch?"

Dickie, sitting on the piano bench, looked up with resolution. "Bravely!" she exclaimed. "Mr. McCloud came to our rescue with bags and mattresses and 100 men, and he has put in a re-ventment 1,000 feet long. Oh, we are regular river experts at our house now! Had you any trouble here, Mr. Sinclair?"

"No, the Frenchman behaves pretty well in the rock. We had 40 feet of water here one day, though; 40 feet, that's right. McCloud, yes; able fellow, I guess, too, though he and I don't hit it off." Sinclair sat back in his chair, and as he spoke he spoke magnanimously. "He doesn't like me, but that is no fault of his; railroad men, and good ones, too, sometimes get started wrong with one another. Well, I'm glad he took care of you. Try that piano, Miss Dickie, will you? I don't know much about pianos, but that ought to be a good one. I would wheel the player over for you, but any one that plays as beautifully as you do ought not to be allowed to use a player. Marion, I want to talk a few minutes with you, may I? Do you mind going out under the cottonwood?"

Dickie's heart jumped. "Don't be gone long, Marion," she exclaimed, impulsively, "for you know, Mr. Sinclair, we must get back by two o'clock." And Dickie, pale with apprehension, looked at them both. Marion, quite composed, nodded reassuringly and followed Sinclair out of doors into the sunshine.

For a few minutes Dickie fingered wildly on the piano at some half-forgotten air, and in a fever of excitement walked out on the porch to see where they were. To her relief, she saw Marion sitting near Sinclair under the big tree in front of the house, where the horses stood. Dickie, with her hands on her girdle, walked forlornly back and forth, hummed a tune, sat down in a rocking chair, fanned herself, rose, walked back and forth again, and reflected that she was perfectly helpless, and that Sinclair might kill Marion a hundred times before

she could reach her. And the thought that Marion was perhaps wholly unconscious of danger increased her anxiety.

She sat down in despair. How could Whispering Smith have allowed any one he had a care for to be exposed in this dreadful way? Trying to think what to do, Dickie hurried back to the living room, walked to the piano, took the pile of sheet music from the top, and sat down to thumb it over. She threw song after song on the chair beside her. They were sheets of gaudy coon songs and ragtime with flaring covers, and they seemed to give off odors of cheap perfume. Dickie hardly saw the titles as she passed them over, but of a sudden she stopped. Between two sheets of music lay a small handkerchief. It was muscled, and in the corner of it "Nelle" was written conspicuously in a laundry mark. The odor of musk became an instant sickening. Dickie threw the music disdainfully aside, and sprang up with a flushed face to leave the room. Sinclair's remark about the first woman to cross his threshold came back to her. From that moment Dickie hated him. But so soon as she had seated herself on the porch than she remembered she had left her hat in the house, and rose to go in after it. She was resolved not to leave it under the roof another moment, and she had resolved to go over and wait where her horse was tied. As she re-entered the doorway she stopped. In the room she had just left a cowboy sat at the table taking apart a revolver to clean it. The revolver was spread in its parts before him, but across the table lay a rifle. The man had not been in the room when she left it a moment before.

Dickie passed behind him. He paid no attention to her; he had not looked up when she entered the room. Passing behind him once more to go out, Dickie looked through the open window before which he sat. Sinclair and Marion sitting under the cottonwood tree were in plain sight, and the music of the rifle where it lay covered them. Dickie thrilled, but the man was busy with his work. Breathing deeply, she walked out on the porch again. Sinclair, she thought, was looking straight at her, and in her anxiety to appear unconscious she turned, walked to the end of the house, and at the corner almost ran into a man sitting out of doors in the shade mending a saddle. He had removed his belt to work, and his revolver lay in the holster on the bench, its grip just within reach of his hand. Dickie walked in front of him, but he did not look up. She turned as if changing her mind, and with a little flirt of her riding skirt sat down in the porch chair, feeling a faint moisture upon her forehead.

"I am going to leave this country, Marion," Sinclair was saying. "There's nothing here for me; I can see that. What's the use of my eating my heart out over the way I've been treated? I've given the best years of my life to this railroad, and now they turn me down with a kick and a curse. It's the old story of the Indian and his dog, only I don't propose to let them make soup of me. I'm going to the coast, Marion. I'm going to California, where I wanted to go when we were married, and I wish to God we had gone there then. All our troubles might never have been if I had got in with a different crowd from these cowboys on the start. And, Marion, I want to know whether you'll give me another chance and go with me."

Sinclair, on the bench and leaning against the tree, sat with folded arms looking at his wife. Marion in a hickory chair faced him. "No one would like to see you be all you ought to be more than I, Murray; but you are the only one in the world that can ever give yourself another chance to be that."

The fellows in the saddle here now have denied me every chance to make a man of myself again on the railroad—you know that, Marion. In fact, they never did give me the show I was entitled to. I ought to have had Halley's place. Bucks never treated me right in that; he never pushed me in the way he pushed other men that were just as bad as I ever was. It discouraged me; that's the reason I went to pieces.

"It could be no reason for treating me as you treated me; for bringing drunk men and drunken women into our house, and driving me out of it unless I would be what you were and what they were."

"I know I haven't treated you right; I've treated you shamefully. I will do anything on earth you say to square it. I will! Recollect, I had lived among men and in the same country with women like that for years before I knew you. I didn't know how to treat you; I admit it. Give me another chance, Marion."

"I gave you all that I had when I married you, Murray. I haven't anything more to give to any man. You would be disappointed in me if I could ever live with you again, and I could not do that without living a lie every day."

He bent forward, looking at the ground. He talked of their first meeting in Wisconsin; of the happiness of their little courtship; he brought up California again, and the northwest coast, where, he told her, a great railroad was to be built and he should find the chance he needed to make a record for himself—it had been promised him—a chance to be the man his abilities

entitled him to be in railroad. "And I've got a customer for the ranch and the cows, Marion. I don't care for this business—damn the cows! let somebody else chase after 'em through the sleet. I've done well; I've made money—a lot of money—the last two years in my cattle deals, and I've got it put away, Marion; you need never lift your hand to work in our house again. We can live in California, and live well, under our own orange trees, whether I work or not. All I want to know is, will you go with me?"

"No! I will not go with you, Murray."  
He moved in his seat and threw his head up appealingly. "Why not?"  
"I will never be dishonest with you; I never have been and I never will be. I have nothing in my heart to give you, and I will not live upon your money. I am earning my own living. I am as content as I ever can be, and I shall stay where I am, and do what I am doing till I die, probably. And this is why I came when you asked me to: to tell you the exact truth. I am not a girl any longer—I never can be again. I am a woman. What I was before I married you I never can be again, and you have no right to ask me to be a hypocrite and say I can love you—for that is what it all comes to—when I have no such thing in my heart or life for you. It is dead and gone, and I cannot help it."

"That sounds pretty hard, Marion."  
"It is only the truth. It sounded fearfully hard to me when you told me that woman was your friend—that you knew her before you knew me and would know her after I was dead; that she was as good as I, and that if I didn't entertain her you would. But it was the truth! You told me the truth, and it was better that you told it—as it is better now that I tell it to you."

"I was drunk. I didn't tell you the truth. A man is a pretty tough animal sometimes, but you are a woman and a pure one, and I care more for you than for all the other women in the world, and it is not your nature to be unfaithful."  
"It is to be honest."  
He looked suddenly up at her and spoke sharply. "Marion, I know why you won't go."

"I have honestly told you."  
"No, you have not honestly told me. The real reason is Gordon Smith."

"If he were I should not hesitate to tell you, Murray; but he is not," she said, coldly.

Sinclair spoke harshly: "Do you think you can fool me? Don't you suppose I know he spends his time loafing around your shop?"

Marion flushed indignantly. "It is not true!"  
"Don't you suppose I know he writes letters back to Wisconsin to your folks?"

"What have I to do with that? Why shouldn't he write to my mother? Who has a better right?"

"Don't drive me too far. By God! if I go away alone I'll never leave you here to run off with Whispering Smith—remember that!" She sat in silence. His rage left her perfectly quiet, and her unmoved expression shamed and in part silenced him. "Don't drive me too far," he muttered, sullenly. "If you do you will be responsible, Marion."

She did not move her eyes from the blue hills on the horizon. "I expect you to kill me sometime; I feel sure you will. And that you may do." Then she bent her head on him. "You may do it now if you want to."

His face turned heavy with rage. "Marion," he cried, with an oath, "do



"No! I Will Not Go with You!"  
You know how close you are to death at this moment!"

"You may do it now."  
He clinched the bench-rail and rose slowly to his feet. Marion sat motionless in the hickory chair; the sun was shining in her face and her hands were folded in her lap. Dickie rocked on the porch. In the shadow of the house the man was mending the saddle.

CHAPTER XXIII.  
Tower W.  
At the end of a long and neglected hall on the second floor of the old bank block in Hill street, Whispering Smith had a room in which he made headquarters at Medicine Bend; it was in effect Whispering Smith's home.

The door of the room, in the course of many years had been mutilated with keyholes and re-enforced with locks until it appeared difficult to choose an

opening that would really afford entrance; but two men besides Whispering Smith carried keys to the room—Kennedy and George McCloud. They had right of way into it at all hours, and knew how to get in.

McCloud had left the bridge camp on the river for Medicine Bend on the Saturday that Marion Sinclair—whose husband had finally told her he would give her one more chance to think it over—returned with Dickie safely from their trip to the Frenchman ranch.

Whispering Smith, who had been with Bucks and Morris Blood, got back to town the same day. The president and general manager were at the Wickup during the afternoon, and left for the east at nine o'clock in the evening, when their car was attached to an east-bound passenger train. McCloud took supper afterward with Whispering Smith at a front street chophouse, and the two men separated at 11 o'clock. It was three hours later when McCloud tapped on the door of Smith's room, and in a moment opened it. "Awake, Gordon?"

"Sure; come in. What is it?"  
"The second section of the passenger train—Number Three, with express cars—was stopped at Tower W to-night. Oliver Sollers was pulling; he is badly shot up, and one of the messengers was shot all to pieces. They cracked the through safe, emptied it, and made a clean get-away."

"Tower W—270 miles. Have you ordered up an engine?"

"Where's Kennedy?"  
A second voice answered: "Right here."

"Strike a light, Farrell. What about the horses?"

"They're being loaded."  
"Is the line clear?"  
"Rooney Lee is clearing it."

"Spike it, George, and leave every west-bound train in siding, with the engine cut loose and plenty of steam, till we get by. It's now or never this time. Two hundred and seventy-six miles; they're giving us our money's worth. Who's going with us, Farrell?"

"Bob Scott, Reed Young, and Brill. If Reed can get him at Sleepy Cat, Dancing is loading the horses."

"I want Ed Banks to lead a posse straight from here for Williams Cache; Dancing can go with him. And telephone Gene and Bob Johnson to sit down in Canadian pass till they grow to the rocks, but not to let anybody through if they want to live after I see them. They've got all the instructions; all they need is the word. It's a long chance, but I think these are our friends. You can head Banks off by telephone somewhere if we change our minds when we get a trail. Start Brill Young and a good man from Sleepy Cat ahead of us, George, if you can, in a baggage car with any horses that they can get there. They can be at Tower W by daybreak and we reach there, and we shall have fresh horses for them. I'm ready, I guess; let's go. Siam the door, George!"

In the hall Whispering Smith threw a pocket-light on his watch. "I want you to put us there by seven o'clock."  
"Charlie Sollers is going to pull you," answered McCloud. "Have you got everything? Then we're off." The three men tiptoed down the dark hall, down the stairs, and across the street on a noiseless run for the railroad yard.

The air was chill and the sky clear, with a moon more than half to the full. "Lord, what a night to ride!" exclaimed Whispering Smith, looking mournfully at the stars. "Well planned, well planned, I must admit."

The men hastened toward the yard, where lanterns were moving about the car of the train guards near the Blue Front stables. The loading board had been lowered, and the horses were being carefully led into the car. From a switch engine behind the car a shrill clod of steam billowed into the air. Across the yard a great passenger engine, its huge white side-rod rising and falling slowly in the still light of the moon—one of the mountain racers, thick-necked like an athlete and deep-chested—was backing down for the run with the single car almost across the west end of the division. Trains were running to and from the Wickup platform. By the time the horses were loaded the conductor had orders. Until the last minute, Whispering Smith was in consultation with McCloud, and giving Dancing precise instructions for the posse into the Cache country. They were still talking at the side door of the car, McCloud and Dancing on the ground and Whispering Smith squatting on his haunches inside the moving car, when the engine signaled and the special drew away from the chute, pounded up the long run of the ladder switch, and moved with gathering speed into the canyon. In the cab Charlie Sollers, crushing in his hand the tissue that had brought the news of his brother's death, sat at the throttle. He had no speed orders. They had told him he had a clear track.

CHAPTER XXIV.  
Pursuit.  
Brill Young picked up a trail Sunday morning at Tower W before the special from Medicine Bend reached there. The wrecked express car, which had been set out, had no story to tell. "The only story," said Whispering Smith, as the men climbed into their saddles, "is in the one from the hoofs, and the sooner we get after it the better."

The country around Tower W, which

is itself an operating point on the western end of the division, a more aspect on the desert, lies high and rolling. To the south, 60 miles away, rise the Grosse Terre mountains, and to the north and west lie the solitudes of the Heart range, while in the north-east are seen the three white Saddle peaks of the Missions. The cool, bright sunshine of a far and lonely horizon greets the traveler here, and ten miles away from the railroad, in any direction, a man on horseback and unacquainted with the country would wish himself—mountain men will tell you—in hell, because it would be easier to ride out of.

To the railroad men the country offered no unusual difficulties. The Youngs were as much at home on a horse as on a hand car. Kennedy, though a large and powerful man, was insured to hard riding, and Bob Scott and Whispering Smith in the saddle were merely a part—though an important part—of their horses; without killing their mounts, they could get out of them every mile in their legs. The five men covered 80 miles on a trail that read like print. One after another of the railroad party commented on the carelessness with which it had been left. But 20 miles south of the railroad, in an open and comparatively easy country, it was swallowed completely up in the tracks of 100 horses. The railroad men circled far and wide, only to find the herd tracks everywhere ahead of them.

"This is a beautiful job," murmured Whispering Smith as the party rode together along the edge of a creek-bottom. "Now who is their friend down in this country? What man would get out a bunch of horses like this and work them this hard so early in the morning? Let's hunt that man up. I like to meet a man that is a friend in need."

Bob Scott spoke: "I saw a man with some horses in a canyon across the creek a few minutes ago, and I saw a ranchhouse behind those buttes when I rode around them."

"Stop! Here's a man riding right into our jaws," muttered Kennedy. "Divide up among the rocks." A horseman from the south came galloping up the creek, and Kennedy rode out with an ivory smile to meet him. The two men parleyed for a moment, disputed each other sharply, and rode together back to the railroad party.

"Haven't seen any man looking for horses this morning, have you?" asked Whispering Smith, eyeing the stranger, a squat, square-jawed fellow with a catarrh eye.

"I'm looking for horses myself. I ain't seen anybody else. What are you looking for?"

"Is this your bunch of horses that got loose here?" asked Smith.

"No."  
"I thought," said Kennedy, smiling, "you said a minute ago they were."

The stranger fixed his catarrh on him like a flash-light. "I changed my mind."

Whispering Smith's brows rose protestingly, but he spoke with perfect amiability as he raised his finger to bring the good eye his way. "You ought to change your hat when you



"New Shall I Break Your Arm?"  
change your mind. I saw you driving a bunch of horses up that canyon a few minutes ago. Now, Rockstro, do you still drag your left leg?"

The rancher looked steadily at his new inquirer, but blinked like a gopher at the sudden onslaught. "Which of you fellows is Whispering Smith?" he demanded.

"The man with the dough is Whispering Smith every time," was the answer from Smith himself. "You have about seven years to serve, Rockstro, haven't you? Seven, I think. Now what have I ever done to you that you should turn a trick like this on me? I knew you were here, and I call this a pretty country; a little smooth right around here, like the people, but pretty. Have I ever bothered you? Now tell me one thing—what did you get for covering this trail? I stand to give you two dollars for every one you get last night for the job, if you'll put us right on the game. Which way did they go?"

(To be Continued.)

If You Need Glasses,  
Meet Dr. Hunsburger at Neer's drug store Thursday, September 9th. He is the representative of the Valley Optical Company of Roswell.



"Yonder They Come!"  
gone would have turned it," he said.

"Honesty is the best policy, of course," observed Whispering Smith. "I like to see a modest man—and you want to remind him of all this when he sends in his bill," he suggested, speaking to Dickie in the dark. "But," he added, turning to McCloud, "admitting that you are right, don't take the trouble to advertise your view of it around here. It would be only decent strategy for us in the valley just now to take a little of the credit due to the wind."

CHAPTER XXII.  
The Man on the Frenchman.  
Sinclair's place on the Frenchman backed up on a steep rise against the foothills of the Bridger range, and the ranch buildings were strung along the creek. The ranchhouse stood on ground high enough to command the country for miles up and down the valley.

Only two roads lead from Medicine Bend and the south into the Frenchman country; one a wagon road following Smoky creek and running through Dale canyon; the other a pack road, known as the Gridley trail, crossing the Topah Topah hills and making a short cut from the Dunning ranch on the Crawling Stone to the Frenchman. The entire valley is, in fact, so difficult of access, save by the long and roundabout wagon road, that the sight of a complete outfit of buildings such as that put up by Sinclair always came as a surprise to the traveler, who, reaching the crest of the hills, looked suddenly down 1,000 feet on his well-ordered sheds and barns and corrals.

Over the Gridley trail from the Crawling Stone Marion and Dickie Dunning rode early in the morning the day after McCloud and his men left the Stone ranch with their work done. The trail is a good three hours long, and they reached Sinclair's place at

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

**A Happy Gathering.**

A crowd of young people were highly entertained at the home of Mr. and Mrs. A. A. Williams on Tuesday evening, August 24th, in honor of their sons, Clarence and Earl. Hearts was the game of the evening, being played at five tables. Miss Ophie Ferguson received the greatest number of hearts and was awarded as a prize a beautiful gold swastika scarf pin. At 11:30 refreshments were served consisting of fruit, desert, cake, and lemonade. Music was rendered by some of the guests and songs by Miss Harris and Mr. Freeman of Clovis. Those present were Misses Margaret Patterson, Edna Carter, Elizabeth Johnson, Nettie Frazier, Beola McMinn, Ophia Ferguson, Gertrude Spears, Jennie Haggard, Prue Harris, Alma Humble, Minnie Freeman, Bonnie Freeman, and Messrs. Powhattan Carter, Leon Jones, Charlie Humble, Wallace Austin, Wiley Franklin, Ed McMinn, Roy Connally, Pem Carr, Langdon Gregg, Roy Flicke, Everett Johnson, Morris Bramlett, Joe Mullennix, G. B. Cunningham, Before departing, everyone expressed their pleasure to their host and hostess.

**Another Fire at Elida.**

According to advices received here Tuesday, Elida has been the scene of another disastrous fire, the fifth to break out in the business section during the past twelve months. This fire broke out in Boyd's meat market at about sunrise Monday morning and consumed the three frame buildings which, up to that time, had successfully withstood the ravages of former conflagrations. The buildings destroyed, together with their contents, were the meat market, the Elida hotel and McAlester & Sherlock's general store. It is thought that the fire was of incendiary origin. No fire had been in the meat market for some time and the store was locked when the fire broke out. Mr. Boyd lives in the country near Elida and was on his way to town when the alarm sounded. Elida is without a fire department and except for heroic work done by a bucket brigade, the flames were not opposed. The buildings were one story, except the hotel, which was a two story. The general store had a big stock of goods the estimated cost of which was \$4,000. Amount of insurance, if any, not known.

**Drank Concentrated Lye.**

The little two-year old son of Mr. and Mrs. B. A. Keene, who lives near Turner, drank some concentrated lye Tuesday evening. Luckily an automobile passed soon after on its way to town and the child and mother were brought to town, where the child could be treated. The child was taken back home Wednesday and at last reports it was improving.

**Notice to School Directors.**

I wish to call the attention of the school directors of Roosevelt county to the importance of a careful enumeration of the children in their respective districts. The list should be filed in the office of the county superintendent before September 15, 1909.

Mrs. A. B. Austin returned last week from her visit in Texas.

**WANTS**

Items under this head, not over five lines, one time, 2c; two times, 3c; four times, 5c.

**FOR SALE OR TRADE**—One good Sharp piano used ten years, walnut case enquire at Times office.

**FOR SALE**—Eighty bushels of corn Apply to K. A. Britz, eight miles southwest of Portales, N. M.

**FOR SALE**—Two fine yearling mules and two yearling colts. Call on J. W. Houtz, Mann post office, the first three days of each week.

**FOR SALE**—160 acres of patented land, six miles of Portales. Or will trade for Portales residence property. Enquire of M. L. Price, Portales, N. M.

**NOTICE TO THE PUBLIC**—Notice is hereby given that my land is withdrawn from the market and is not for sale at any price.—W. H. Hill, Portales, N. M.

**LOST**—A pair of gold rimmed glasses south of Arch in the town of Virginia City. Finder please leave at Times office and receive suitable reward.

Pink or speckled Mexican beans gathered, cured, trenched and cleaned for half. You furnish everything, board me and deliver at Portales. Make contract now. For further particulars address Auvard Jones, section 6, township 2 south, range 36 east. P. O. Portales.

**PROTECT YOUR STOCK**—I am agent for 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.

**A YOUNG WOMAN**—College graduate with eight years' experience in teaching would like position as teacher in Grammar or High school, or as tutor in private family. Can teach Physical Culture, Expression and Drawing. References furnished. Address G. E. J. Dardanelle Bank, Dardanelle, Ark.

**TO THE PUBLIC:**

So much damage has been done to telephone lines and wires by parties moving houses or well derricks, or by boys willfully or maliciously breaking insulators or cutting wires, that the board of directors of the Roosevelt County Telephone Company, operating its lines in Roosevelt, Curry, and Guadalupe counties, believe that the public should co-operate with the telephone company in discouraging such injury to the public convenience.

The damage done by the breaking of a telephone line or toll lead is not alone to the telephone company. A broken line puts your telephone out of commission, destroys the chance for the telephone company to put your call through, and renders your telephone useless to you until the trouble can be traced and repaired. Your house might be burning, some of your family fatally ill and needing a doctor's care, an officer of the law might be urgently needed. Your message might mean many dollars to you in a business way, but your house must burn down, your child die, your property be destroyed, your business suffer, just because some person carelessly, willfully, or maliciously breaks a telephone line. If some object must be moved under a line of wire and the telephone company is asked to assist, every facility will be furnished that can possibly be arranged, and at as little expense to the party needing to get under the wire, and often the company can assist at no expense to the party asking help to get under.

The telephone company appeals below the territorial statute covering such cases of destruction of line or wires, and a liberal reward will be given by the telephone company for such information leading to the arrest and conviction of any person or persons causing the destruction of a line.

Trusting that the public will realize that our zeal is for their service, and that we will never have need to cause the arrest of any party.

**TERRITORIAL STATUTE, LAWS 1909**

Chapter 28, Section 1.

Any person who shall willfully or maliciously cut, sever, take or pull down, injure, break, deface or destroy a telephone or telegraph line, pole, or wire, or any part thereof, or apparatus, apparatus, or fixture connected therewith, shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$100.00 or by imprisonment in the county jail for not more than ninety days, or by both such fine and imprisonment in the discretion of the court trying the case.

**Farm Loans.**

I am now prepared to negotiate loans on farm lands.  
 T. J. MOLINARI.

Turkeys 10c, hens 7c, friers 12c.—A. B. Austin.

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.

Portales had one of the best rains of the season last Sunday evening.

Roasting ears have been quite plentiful on the market during the past week.

I pay the following prices for produce: Hens, 7c; friers, 12c; eggs 20c per dozen.—A. B. Austin.

The court house yard is being planted to bermuda grass roots and it is to be hoped to get grass started in this way.

School will open in Portales Monday, September 6th. W. A. Pore is superintendent and Fred Bailey principal. The teachers will be assigned their grades in a few days.

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.

**Notice to Tax Payers.**

I am now making up the delinquent tax list to be advertised, and urge all those not having paid their taxes to come in at once and settle same and save further costs. B. J. REAGAN, Treasurer and Collector.

The kidneys eliminate poisons by acting as filters for the blood. When they fail in this respect serious ailments must result. Pineaules 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.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 21, 1909.  
 Notice is hereby given that Thyras Callaway, of Portales, N. M., who on November 2, 1907, made homestead entry No. 11377 serial No. 01328 and on June 1, 1909, made homestead entry No. 018861, for lots 5 and 12 section 5, and lots 8 and 9, section 6, township 1 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 in Portales, N. M., on the 15th day of September, 1909.  
 Claimant names as witnesses: Michael C. Reynolds, Charles C. Reynolds, James C. Dunlap John B. Harris, all of Portales, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 22, 1909.  
 Notice is hereby given that Thomas J. Meharon of Inez, N. M., who, on May 4, 1906, made homestead entry No. 9238, serial No. 01021, for southwest quarter section 14 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 in Portales, N. M., on the 15th day of September, 1909.  
 Claimant names as witnesses: Michael C. Reynolds, Anetta Shepard, both of Inez, N. M. John S. Seidred, of Rogers, N. M., Lloyd E. Canfield, of Portales, N. M.  
 T. C. Tiltonson, Register.

**CONTEST NOTICE.**

Department of the Interior, U. S. land office at Roswell, N. M., July 24, 1909.  
 A sufficient contest affidavit having been filed in this office by Ezra J. White contestant against Will Herriman, Alice Carter, Ella Maxwell, heirs of Charles Herriman, deceased, entry, No. 9238, serial No. 01021, for southwest quarter section 14, township 4 south, range 36 east N. M. P. M., by Charles Herriman, deceased, contest, in which it is alleged that the said Charles Herriman, deceased, and his heirs, Will Herriman, Alice Carter, Ella Maxwell, abandoned said homestead and had not settled upon and cultivated the same as required by law the last six months before filing the affidavit of contest, and the said parties are hereby notified to appear, respond, and offer evidence touching said allegation at 10 o'clock a. m. on September 22, 1909, before W. E. Lindsey, U. S. commissioner, at his office in Portales, N. M., and on September 30, 1909, before the Register and Receiver at the U. S. land office in Roswell, New Mexico.  
 The said contestant having, in a proper affidavit, filed July 19th, 1909, set forth facts which show that the proceeds arising from the sale of this notice can not be made, it is hereby ordered and directed that such notice be given by Harold Hurd, Receiver.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 24, 1909.  
 Notice is hereby given that William H. Clark, of Casey, N. M., who on September 17, 1906, made homestead entry No. 9278, serial No. 01127, for southeast quarter section 11, township 5 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 in Portales, N. M., on the 15th day of September, 1909.  
 Claimant names as witnesses: Wells, Theodore G. Judan, David S. Little, all of Casey, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, United States land office, Roswell, N. M., July 26, 1909.  
 A sufficient contest affidavit having been filed in this office by John W. Thompson, of Portales, N. M., contestant, against homestead entry No. 0261 made August 25th, 1908, for southwest quarter section 25, township 3 south, range 34 east N. M. P. M., by Sallie A. Driver, contest, in which it is alleged that the said Sallie A. Driver has wholly abandoned the said tract; that he has changed his residence therefrom for more than six months since making said entry and next to the date of said alleged abandonment of 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 affidavit at 10 o'clock a. m. on September 22, 1909, before H. F. Jones, probate judge, at his office in Portales, N. M., and that final hearing will be held at 10 o'clock a. m. on September 30, 1909 before Register and Receiver at the United States land office in Roswell, N. M.  
 The said contestant having, in a proper affidavit, filed July 26, 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 one and proper publication.  
 T. C. Tiltonson, Register.  
 Harold Hurd, Receiver.

**CONTEST NOTICE.**

Department of the Interior, U. S. land office at Roswell, N. M., July 26, 1909.  
 Notice is hereby given that William H. Clark, of Casey, N. M., who on September 17, 1906, made homestead entry No. 9278, serial No. 01127, for southeast quarter section 11, township 5 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 in Portales, N. M., on the 15th day of September, 1909.  
 Claimant names as witnesses: Wells, Theodore G. Judan, David S. Little, all of Casey, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 16, 1909.  
 Notice is hereby given that Abner C. Wimberly, one of the heirs of Melinda Wimberly, deceased, of Arch, N. M., who, on June 1, 1903, made homestead entry 4226, serial No. 09048, for southwest quarter section 23, township 3 north, range 36 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, N. M., on the 20th day of September, 1909.  
 Claimant names as witnesses: John H. Stovall, John H. Lott, Y. Levi Boulter, George W. Martin, all of Arch, N. M. T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that Byron B. Witherspoon, of Portales, N. M., who on July 27, 1906, made homestead entry 5337, serial No. 09331 for southwest quarter, section 29, 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, N. M., on the 21st day of September, 1909.  
 Claimant names as witnesses: Terrell, Donald Griffith, Robert E. Dunlap, all of Portales, N. M. T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that George W. Mandia, of Lacy, N. M., who, on May 16, 1903, made homestead entry 4178, serial No. 09028, for north-west quarter, section 4, township 1 north, 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 N. M., on the 21st day of September, 1909.  
 Claimant names as witnesses: Isaac T. Guest, Charles H. Hopkins, Joe Huffstutler, all of Lacy, N. M., Charles T. Gregory, of Floyd, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 10, 1909.  
 Notice is hereby given that George W. Martin, of Arch, N. M., who on August 27, 1903, made homestead entry 5238, serial No. 09039, for southeast quarter southeast quarter section 15, north-east quarter and south half northeast quarter section 22, township 2 south, range 36 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, N. M., on the 20th day of September, 1909.  
 Claimant names as witnesses: William H. Kosson, Y. Levi Boulter, Abner C. Wimberly, James C. Leckler, all of Arch, N. M. T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 10, 1909.  
 Notice is hereby given that John F. Kimmins, of Longs, N. M., who on May 27, 1906, made homestead entry 7207, serial No. 010242, for north-east quarter, section 19, 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 in Portales, N. M., on the 15th day of September, 1909.  
 Claimant names as witnesses: John O. Beady, of Longs, N. M., Wm. W. Van Wagoner, of Longs, N. M., George W. Parks, of Longs, N. M., Joseph E. Phillips, of Rogers, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 10, 1909.  
 Notice is hereby given that Samuel L. Bruce, of Painter, N. M., who on August 20, 1907, made homestead entry 12258, serial No. 012765, for northeast quarter section 12, township 3 north, range 31 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 20th day of September, 1909.  
 Claimant names as witnesses: George M. D. Hawkins, of Floyd, N. M. Robert S. Turner, of Portales, N. M., Thomas F. Eiland, of Painter, N. M., John F. Price, of Inez, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that Richard L. Ruby, of Casey, N. M., who on September 10, 1906, made homestead entry No. 9238, serial No. 09095 for southeast quarter section 22, township 5 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 in Portales, N. M., on the 21st day of September, 1909.  
 Claimant names as witnesses: George F. Robertson, Jesse E. Williams, John M. Riley, all of Casey, N. M., Thomas N. Christie of Longs, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that William H. Clark, of Casey, N. M., who on September 17, 1906, made homestead entry No. 9278, serial No. 01127, for southeast quarter section 11, township 5 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 in Portales, N. M., on the 15th day of September, 1909.  
 Claimant names as witnesses: Wells, Theodore G. Judan, David S. Little, all of Casey, N. M.  
 T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that William A. Trotter of Lacy, N. M., who, on May 20, 1903, made homestead entry No. 4104, serial No. 09026, for 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 in Portales, N. M., on the 21st day of September, 1909.  
 Claimant names as witnesses: George W. Mandia, James S. Mandia, Isaac T. Guest, Charles H. Hopkins, all of Lacy, N. M. T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, United States land office at Roswell, N. M., June 28, 1909.  
 Notice is hereby given that Andrew J. Walters of Longs, N. M., who on Jan. 23, 1908, made homestead entry No. 12666 serial No. 012628, for southeast quarter, section 25, township 5 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 in Portales, N. M., on the 14th day of September, 1909.  
 Claimant names as witnesses: John Uzer, William R. Uzer, both of Richard, N. M., Hance Arnold, Leiber Arnold, both of Longs, N. M. T. C. Tiltonson, Register.

**NOTICE FOR PUBLICATION.**

Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that William A. Trotter of Lacy, N. M., who, on May 20, 1903, made homestead entry No. 4104, serial No. 09026, for 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 in Portales, N. M., on the 21st day of September, 1909.  
 Claimant names as witnesses: George W. Mandia, James S. Mandia, Isaac T. Guest, Charles H. Hopkins, all of Lacy, N. M. T. C. Tiltonson, Register.

**New Mexico Normal University**  
 The only institution in New Mexico whose diploma is recognized by the California State Board of Education.  
 "It has more university graduates on its faculty than any similar institution in New England."—Dr. A. E. Winship, Editor Journal of Education, Boston.  
 Academic course, Elementary Normal course, Full Normal course, Advanced Normal course, Kindergarten course, Music, Art, Manual Training, Domestic Training course, Stenography and Typewriting.  
 Our graduates secure teacher's certificate without examination. Railroad fare in excess of 75 miles paid by institution. Next term begins September 14th—For further information address,  
**East Las Vegas, N. M. DR. B. S. GOWEN, President.**

**CENTRAL PLAINS COLLEGE**  
 PLAINVIEW, TEXAS  
 Courses of study offered:  
 Classical, Scientific, Philosophic, Literary, Academic, Normal, Theological, Dress-making, Commercial, Shorthand, Typewriting, Telegraphy, Music, Art and Oratory.  
 Co-educational, Christian, Interdenominational, Non-Sectarian, Course of Study elective, Faculty strongest, Modern facilities unsurpassed.  
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 Successors BAIN & DUNCAN  
**BLACKSMITH and WOODWORKER**  
 Horseshoeing Is Our Specialty  
 If your horse interferes or has had feet bring him to us. Shop opposite Child's Livery Barn, Portales, New Mexico.

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 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

**PORTALES Barber Shop**  
 FRED CROSSBY, Prop'r  
 Best Equipments, Best Barbers, Hot and Cold Baths. We try our best to please you.

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

**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 Arkansas Store

**NOTICE FOR PUBLICATION.**  
 Department of the Interior, U. S. land office at Roswell, N. M., July 3, 1909.  
 Notice is hereby given that Simmie Smeit, of Portales, N. M., who on June 7, 1906, made homestead entry No. 8128, serial No. 010565, for northwest quarter section 18, 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, N. M., on the 18th day of September, 1909.  
 Claimant names as witnesses: Byron M. McCall, Joseph Rich, Harry M. Clifton, John F. Morgan, all of Portales, N. M. T. C. Tiltonson, Register.

**EXCURSIONS...**  
 Santa Fe  
**Atchison, Topoka and Santa Fe Railway**

**NOTICE FOR PUBLICATION.**  
 Department of the Interior, U. S. land office at Roswell, N. M., July 12, 1909.  
 Notice is hereby given that William A. Trotter of Lacy, N. M., who, on May 20, 1903, made homestead entry No. 4104, serial No. 09026, for 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 in Portales, N. M., on the 21st day of September, 1909.  
 Claimant names as witnesses: George W. Mandia, James S. Mandia, Isaac T. Guest, Charles H. Hopkins, all of Lacy, N. M. T. C. Tiltonson, Register.

**EASTERN EXCURSIONS.**  
 Chicago and Return  
**\$42.45**  
 Kansas City and Return  
**\$27.45**  
 St. Louis and Return  
**\$35.15**  
 On sale to September 30, 1909. Final limit October 31, 1909.  
 For further particulars, see  
**W. S. MERRILL.**  
 Local Agent, Portales, N. M.

**NOTICE FOR PUBLICATION.**  
 Department of the Interior, United States land office at Roswell, N. M., June 28, 1909.  
 Notice is hereby given that Andrew J. Walters of Longs, N. M., who on Jan. 23, 1908, made homestead entry No. 12666 serial No. 012628, for southeast quarter, section 25, township 5 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 in Portales, N. M., on the 14th day of September, 1909.  
 Claimant names as witnesses: John Uzer, William R. Uzer, both of Richard, N. M., Hance Arnold, Leiber Arnold, both of Longs, N. M. T. C. Tiltonson, Register.

Pinealva, carbolyzed, soothes pain in any emergency—bruises, cuts, sores, burns, scratches, etc. Pinealva, carbolyzed, is best.—Sold by Portales Drug Store.