

ROOSEVELT COUNTY HERALD

OFFICIAL ORGAN OF ROOSEVELT COUNTY NEW MEXICO.

Ninth Year

PORTALES, NEW MEXICO, THURSDAY, JANUARY 19, 1911.

NO. 9

The Caloric Fireless Stoves

LET US DEMONSTRATE THE VALUE OF THESE FIRELESS STOVES—WILL ADD YEARS TO THE MISTY WIFE—COME AND SEE!

HUMPHREY & SLEDGE

HARDWARE

Fine Line Riverside Heaters

Everything Seasonable

THE TEXT OF THE CONTRACT

Which was the Portales Valley to the Sugar Beet Industry for a Period of at Least 20 Years—Deed and Liberal in Its Terms.

CONTRACT AND AGREEMENT.

For the Growing of Sugar Beets. This contract and agreement, made and entered into this... day of... A. D. 1911... by and between... authorized representative of a corporation to be formed. Said corporation hereinafter named and known as party of the first part and...

That for and in consideration of the covenants and agreements hereinafter set forth, the party of the first part agrees and binds himself to build, erect and operate a beet sugar factory within the territory of what is known as the Portales Valley of New Mexico, at a point to be hereafter selected and to purchase for the use of said beet sugar factory for the manufacture of beet sugar and its by-products, the full crop of sugar beets grown upon... acres of land owned or controlled by the party of the second part, a more accurate description of which said land is as follows:

It is understood and agreed by all parties hereto that the said sugar beets to be purchased by the party of the first part as above set forth shall be planted, cultivated and harvested under the direction and supervision of the party of the first part, or its authorized agents; and for all sugar beets tested eleven and a half to fifteen per cent saccharine, not less than eighty per cent pure, said party of the first part agrees and binds itself to pay the sum of four dollars per ton, of two thousand pounds delivered at the factory or nearest railroad beet dump; and for all sugar beets testing fifteen to eighteen per cent saccharine, of not less than eighty per cent pure, the party of the first part agrees and binds itself to pay the sum of five dollars per ton of two thousand pounds, delivered at the factory or nearest railroad beet dump; and for all sugar beets testing eighteen per cent or more saccharine of not less than eighty per cent pure, the party of the first part agrees and binds itself to pay the sum of six dollars per ton of two thousand pounds delivered at the factory or nearest railroad beet dump, said party of the first part agrees to build and establish beet dumps at suitable points along the railroads not more than six miles apart for the use of the growers of sugar beets.

It is further understood and agreed by all parties hereto, that the said sugar beets shall be harvested by the grower thereof at times specified and as directed by the party of the first part or its authorized agent. The party of the second part shall top the said sugar beets in accordance with the directions of the party of the first part, and shall deliver them as above set forth. The party of the first part agrees to wash said sugar

beets and prepare them except as above set forth, without expense to the grower or the party of the second part.

The party of the first part shall be allowed from time to time to examine the growing beets and make tests thereof and as they are hauled to the factory or the dump to make careful tests thereof to ascertain the percentage or purity, etc.

The party of the first part further agrees to furnish a sufficient number of field men, without additional expense to the growers of said beets or the party of the second part, to go from field to field or farm to farm and instruct, direct and show the best growers how to plant, irrigate, cultivate and harvest said sugar beets.

The party of the first part further agrees to furnish and prepare a site of sufficient capacity to take care of the sugar beet pulp, and the pulp obtained from the beets purchased by said first party from said second party shall be sliced in a slip furnished and built by said party of the first part, one half of said pulp being retained by said first party for expenses of said slicing, and one half of said pulp to be turned over to said party of the second part as at such times and in such quantities as may be desired by said second party.

The party of the second part, for and in consideration of the covenants and agreements above set forth, agrees and binds himself to plant... acres of land, owned or controlled by him, being... acres out of... acres of land described in another contract of equal date herewith, and between the same parties hereto, and of which said contract, this contract is an integral part, to sugar beets for the use of the party of the first part and in case party of the second part fails to plant, cultivate and harvest said land in sugar beets, then party of the first part shall have the right and privilege of going on said land and plant, cultivate and harvest said beet crop, deduct the cost of planting, cultivating, irrigating and harvesting said beet crop and after all such expenses have been deducted the party of the first part shall pay to the party of the second part, the amount remaining from the sale of said sugar beets.

And said party of the second part further covenants and agrees that said acreage shall be planted to sugar beets and cultivated, irrigated, harvested and delivered in accordance with the provisions herein above set forth and at the direction and under the supervision of the party of the first part or its authorized agents.

The party of the second part further covenants and agrees to plant said acreage to sugar beets from and with sugar beet seed that is approved by said party of the first part and that have been proven to be best adapted to the particular locality in which they are to be planted.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, that the company will make settlement on or about the fifteenth of each month for all beets delivered and received during the preceding calendar month.

That if the factory of the company is damaged by fire or otherwise, in such a way that it would be impossible to use or replace it in time to work the crop of beets for any one season, the company shall have the option either

of maintaining this contract or for paying the grower for said crop of beets, the actual amount he has expended on said crop not to exceed fifteen dollars per acre for every acre planted with beet seed by the grower at the time of the damage to factory and allowing him to keep the crop thereon; but if said damage occurs before seed are planted, and the party of the first part notifies in writing the party of the second part not to plant the crop for that year, then this contract becomes void for that year and the grower shall have no claim whatsoever against the company.

That any advances made to the grower or the party of the second part by the company or party of the first part in the shape of seed, cash, labor, implements, hay or grain, shall be considered as part purchase money and shall be deducted from the first money due to the party of the second part from the sale of said crop.

That the grower shall not assign or transfer this contract or any interest therein, without the written consent of the company or party of the first part, first had and obtained.

That the provisions of this agreement shall benefit and bind the heirs, executors, administrators and assigns of the growers or party of the second part, and the successors and assigns of the company or party of the first part.

It is specifically understood and agreed by all parties hereto that this contract is effective and in full force only when a sufficient acreage has been contracted by said party of the first part to supply said beet sugar factory with a tonnage of sufficient amount for the profitable operation of a beet sugar factory of a thousand tons daily capacity.

The party of the second part covenants and agrees that this contract shall be for a period of twenty years consecutively, beginning with the first crop of sugar beets planted by said party of the second part under the terms of this contract.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREBY SET THEIR HANDS AND SEALS, THIS... day of... A. D. 1911.

Authorized representative of corporation to be formed, party of the first part.

Party of the second part.

Territory of New Mexico,

County of Roosevelt,

On this... day of... before me, a... within and for the territory and county above named, personally appeared...

to me personally known to be the persons described in and who executed the foregoing instrument and duly acknowledged that they executed the same of their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

My commission expires...

CONTRACT.

(Surface Well and Pumping Plant)

THIS CONTRACT made and entered into, this... day of... and between... authorized representative of a corporation to be formed as hereinafter provided and said corporation to be formed hereinafter known as the party of the first part and...

of the second part.

That whereas, the party of the first part, represents parties and interest ready, able and willing to erect a modern, substantial, permanent beet sugar factory of new machinery and of one thousand tons daily capacity in the Portales Valley, within five miles of Portales, if sufficient drainage can be had, provided sufficient land can be secured under the terms and conditions hereinafter set forth and hereinto.

Whereas, the party of the second part is the owner in fee simple free of incumbrance of every kind and nature of the following described land, to-wit:

(here write description of land) consisting of... acres more or less and,

Whereas, it is represented by the parties of the second part that a permanent supply of water sufficient to irrigate the entire tract of land, situated beneath the surface thereof, not exceeding... feet and that it is practicable and feasible to pump such water to the surface for the purpose of irrigation and after test has been made; Should the water be found insufficient for purposes of irrigation of said tract, the party of the second part may substitute other land of his own or transfer his rights under this contract to a third party with the consent of the party of the first part, the third party assuming all of the second party's obligation and,

WHEREAS, the party of the second part has not, at present sufficient means available to install a pumping plant on said land,

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements hereinafter set forth

parties hereto bind themselves as follows:

The party of the first part agrees to... (here goes description of pumping plant, well, etc.)

provided second party erect pit and furnish cement and gravel for the foundation and all necessary materials for installation and haul plant from the nearest railroad station, the expenditure however for plant and well and loan not to exceed... dollars, the guarantee of said machinery to be that of the companies manufacturing same, but it is distinctly understood that the party of the first part does not become responsible in any way for the supply of water, the said sum so expended to be repaid to the party of the first part by the party of the second part without interest in equal annual installments; payments covering a period of twenty years and if not fully paid at the end of said period, the shares of stock hereinafter mentioned and accruing interest thereon, shall be held by the party of the first part until the sum is fully paid. The party of the second part further agrees to build, erect and construct a suitable and sufficient building to protect said pump and engine from all damage from any cause whatsoever.

Party of the first part agrees to cause to be formed a corporation of a capital stock of at least three million dollars, divided into at least thirty two thousand shares of preferred stock par value of sixty dollars per share, said stock to be fully paid up and non-assessable and at least eighteen thousand shares of common stock par value of sixty dollars per share.

Party of the first part agrees to issue to the party of the second part... shares of preferred stock of said corporation, said stock to be held in trust by said party of the first part until the amount of money expended by first party on well and pumping plant has been fully repaid by said second party, said preferred shares of stock shall draw interest at the rate of six per cent per annum, and be payable directly to the holders of the bonds as hereinafter provided until the retirement of said bonds, after which time said interest shall be payable directly to the holders of said preferred stock except as hereinafter provided, party of the first part agrees that at the time of payment of interest on preferred stock to bond holders as above specified to issue to party of second part a receipt in like amount for interest due on above mortgage.

The party of the second part agrees to execute and deliver to the party of the first part his note secured by first mortgage and guarantee of title free of incumbrance of said described land in the sum of... dollars, payable at the end of twenty years and bearing interest at the rate of 6 per cent per annum, said mortgage shall provide that there shall be no deficiency judgment against the maker of said note and the same together with said note and recording fees of \$1.50 and copy of this contract shall be placed in escrow in the Portales Bank & Trust Co. of Portales, New Mexico, and shall be delivered to the party of the first party for record only after at least \$2,000 acres shall have been signed under the provisions of this and similar contracts and after either a contract has been entered into by responsible parties to purchase bonds as hereinafter provided and contracts with responsible beet sugar manufacturers and pump and engine manufacturers have been entered into to supply party of the first part and parties of the second part and constructed such plants as herein contemplated, or after contracts have been entered into with a responsible manufacturing concern, or concerns, to accept said bonds in payment or part payment of sugar beet factory plant and for pumps and engines to be furnished the land owners, as herein provided, and contract with beet sugar machinery manufacturers and pump and engine manufacturers have been entered into to supply party of the first part and parties of the second part and constructed such plants as herein provided and such machinery manufacturers so contracted with in either of the above premises to be such as have been duly authorized to do business under the laws of New Mexico and have an authorized agent therein upon whom service may be had or in default thereof to have the due performance of their contracts guaranteed by some responsible guarantee company, authorized to do business under the laws of New Mexico, and keeping an agent therein upon whom service may be had, PROVIDED such contracts and guarantees be approved by the president of said bank and the committee of three, selected by the parties of the second part in this and similar contracts for that purpose.

IT IS FURTHER AGREED AND UNDERSTOOD, that the mortgage covering the above described land and stock and bonds shall draw interest from date of sale of said bonds, and interest on all shall be paid semi-

annually,

It is further agreed by the parties hereto that the said corporation to be formed as aforesaid, shall retire all the said bonds on or before maturity and when said bonds shall have been retired, the said mortgage shall be cancelled and satisfied of record, but said preferred stock issued to party of second part shall remain the property of the party of the second part, subject only to the amount of money furnished to party of second part and party of first part, for the construction of said pumping plant and well and loans made as above provided.

The party of the second part agrees to enter into a contract with the party of the first part to plant, cultivate, harvest and market for the use and benefit of the party of the first part, each year for a period of twenty consecutive years, beginning with the sugar beet crop for the first year's operation of said sugar beet factory

... acres of sugar beets, under the direction and supervision of said corporation to be formed, for which said party of the second part is to receive four dollars per ton of two thousand pounds of sugar beets testing eleven and one half to fifteen per cent content, not less than eighty per cent pure, delivered at the nearest railroad beet dump; and for sugar beets testing fifteen to eighteen per cent content, of not less than eighty per cent pure, said party of the second part is to receive \$6.00 per ton, of two thousand pounds to be delivered at nearest railroad beet dump.

It is further agreed that said shares of stock to be issued to party of second part shall have no voting power in the corporation and shall be appurtenant to the said described land and shall be transferred with said land and inseparably from it and should a portion only of said land be disposed of then a like portion of said stock shall be transferred with a transfer of such land and all of such land and each and every part thereof shall be subject to this contract and said beet growers contract.

Party of the first part agrees to establish out of the earnings of said beet sugar factory, a sinking fund, sufficient to pay off bond issue on said mortgages on or before twenty years or at the date of maturity of said bonds, and when said bonds have been paid and redeemed, the individual mortgage executed by stockholders of said corporation shall be returned to the owners of the land so mortgaged and be considered fully paid and discharged and said land so mortgaged and the mortgagors and assigns shall not be liable to refund any amount paid by said corporation for redemption of said bonds on account of such mortgage or note for which same are security.

It is further agreed that the party of the second part will at his own expense keep his land free from sub-irrigation that will injure growing crops and so care for the soil as to keep it in good fertile condition.

It is further understood by and between the parties hereto, that all rights and liabilities of the party of the first part may be transferred to a corporation, formed to take over the same and to construct and operate

such beet factory, and that the terms and conditions of this contract shall be binding upon the heirs, assigns and successors of the parties hereto.

It is further agreed and understood by the parties hereto that said party of the first part shall in no way become liable or bound under this contract in the event he fails to interest capital to purchase the bonds herein mentioned.

Executed in triplicate.

Authorized representative of corporation to be formed party of the first part.

Party of the second part.

Territory of New Mexico,

County of Roosevelt,

On this... day of... before me, a... within and for the county and territory above named, personally appeared...

to me personally known to be the persons described in and who executed the foregoing instrument and duly acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires...

REPORT OF CONDITION

OF

The Portales Bank & Trust Co.

AT THE CLOSE OF BUSINESS, DEC. 31, 1910.

RESOURCES.

Loans and Discounts	\$ 60,885.11
Overdrafts	1,836.34
Real estate, furniture & fix.	14,182.62
Other real estate	1,322.00
Abstracts	2,000.00
Cash and due from banks	19,000.00
Total	\$108,219.00

LIABILITIES

Capital Stock	\$ 25,000.00
Undivided Profits	5,480.04
Deposits	58,330.12
Due to banks	4,263.60
Cashier's Checks	135.24
Bills payable	15,000.00
Total	\$108,219.00

I certify the above statement to be correct.

S. A. MORRISON,

Cashier.

Notice to Well Drillers

I desire to meet all the well drillers of this section of the country the earliest time convenient. I may be found at the rooms of the Portales Commercial Club.

Respectfully,

I. G. Briner.

C. G. LEACH, President

W. E. LINSEY, Vice-Pres.

W. G. OLDMAN, Cashier

THE First National Bank

OF PORTALES, N. M.

CAPITAL AND SURPLUS, \$75,000.00

THE FIRST NATIONAL BANK

is the oldest financial institution in Roosevelt county. Its history has been the history of the country, a steady, sure onward movement from the first. It has met every demand that has ever been made upon it. Are your business transactions conducted through this institution? We make every reasonable effort to accommodate and please our patrons and extend a cordial invitation to all to come to us with their business transactions. There is no transaction too large for our resources and none too small to secure respectful consideration at our hands. Our resources are large, our facilities are unsurpassed. We invite you to come in and renew old acquaintance and also to help us in establishing new friendships.

Irrigation Has Come! It includes 10,000 Acres and Costs \$500,000.00

An Accident might happen to you. Don't you think you had better put some money in the Bank for a rainy day? It is safe in the Bank. Do it now.

The sooner you begin to save money, the sooner you will have money. You cannot foolishly squander what you earn and also have it. Begin banking your money and you will find more pleasure in saving than in spending.

Portales Bank & Trust Co.

ROOSEVELT COUNTY HERALD

A Democratic Weekly Newspaper Devoted to the Moral, Intellectual and Material Advancement of Roosevelt Co. and Portales, N. M.

PUBLISHED EVERY THURSDAY AT PORTALES BY THE HERALD PRINTING COMPANY

E. P. ALLREDGE.....EDITOR
WALTER BRANDON.....MANAGER

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A Dip Into Estancia Valley.

A few days since, it was the editor's pleasure to go over again that wonderful section of New Mexico known as the Estancia Valley. Lying there between the Manzano Mountains on the west and the foot hills on the east and stretched out some 30 miles (the tillable section only is here indicated) in width and seventy-five miles in length, it is one of the most beautiful and fertile valleys in the United States, and capable of producing anything ordinarily grown in the temperate zone. High and lifted up to 6000 feet elevation, far above the malarial and miasmatic line, it is healthful, invigorating, inviting, challenging—a rich empire of agricultural land, pierced by two lines of railroad dotted on every side with farm homes, studded by a number of substantial towns and just on the verge of a great awakening due to the magic touch of pumping irrigation.

There have been three distinct stages of development of this great valley. The first dates back to the time when the Spanish government ceded the whole valley, practically, to Bartolome Baca in the year 1819, the year Alabama as a state was admitted into the Union. Perhaps no better region on earth existed at this time for sheep raising than precisely this vast valley of grama grass; and Bartolome Baca and his descendants were not slow in seeing and seizing their opportunity. From the year 1819 to the year 1899, when the supreme court of the United States annulled this grant and threw open the country to the homesteaders—these "monarchs of all they surveyed," saw their flocks and herds fatten, their estate increase an hundred fold or more, the whole land hungry world shut out and themselves shut in, growing richer and richer each year.

DRY FARMING PERIOD.

The decision of the supreme court, however, brought on the second stage of development, viz the dry-farming period. Along with the decision which opened up the country to the homesteader, two great lines of railroad had, within a few years, pierced the heart and the lower extremity respectively of the valley and began to bring new life from every section of the United States into the "Estancia country," as it was called. The pioneer railroad in this enterprise was the Santa Fe Central, which was incorporated in December 1900; built south from Santa Fe to Torrence, a distance of 116 miles, right through the heart of the valley. The other road was the A. T. & S. F. The Santa Fe, as this road is familiarly known, represents as much of the real spirit of progressive railroad building, combined with as much of the far-sighted, statesman-like management as any road in the United States, considering the pioneer conditions under which much of its work is being done. The building of what is known as the "cut-off" from Texico to Belen is a case in point. The managers of the road determined to have a line from Chicago to the Pacific which in point of grade line over the Rockies, high class service, unexcelled road bed, depots, bridges, rolling stock, etc., should be second to none and if

possible, a little superior to all competing lines. After a number of surveys, they discovered what is known as the Abo Pass, having an altitude of only 6200 feet and of easy access, as against the Raton Tunnel which is 7,650 feet. Besides, this crossing at Abo Pass avoided the necessity of climbing the Glorietaas, beyond the Raton range. This was the cue to the solution of their problem. Work was begun far back in 1906 on the "cut off," the first through trains being run in January '09. As soon as these two roads were put in operation, the tide of immigration over ran this whole valley, driving out the sheep and cattlemen and launching the full program of the dry farming period. Temporary farm homes soon dotted the beautiful expanse of unmatched valley land. Good crops were realized in 1905, '06 and '07, which were cut short in 1908, then almost wiped out entirely in 1909—the severest drouth in 25 years—with almost an equal calamity of the same nature in 1910.

IRRIGATION LOOMS LARGE.

A less heroic people would have been driven to desert their places to desperation; not so these heroic home-builders, school-building, church building, country building—Anglo Saxons of the middle class. They had put their hands to the ploughshare and were not of the kind to look back and whine for a return of the better days which they had, enjoyed back in the states. They welcomed hardships, disappointments and disasters; nor were they long in understanding the unmistakable lesson of their dry farming disasters and turning them to account in the exploration and testing of the underground water supply. Largely upon their own initiative and by the help and direction of the Western Construction Company, more or less systematic efforts were employed for some months the past summer; and though these efforts are in no sense complete and showed various results, they are distinctly indicative of an underground water supply quite sufficient to irrigate the entire valley. The following is, as nearly as we could gather, the general water indications of the various wells; a first stratum at from 10 to 30 feet, a second from 25 to 40 feet, a third at from 50 to 80 feet, a fourth at about 125 feet upon the average. Then, one well, sunk to 700 feet encountered a slight artesian flow at between 400 and 500 feet. So far, these several stratas have not gone beyond 550 gallons per minute and many of them run as low as 100 per minute but all have stood up under continuous pumping. The present problem then is largely one of the right kind of a pump as well as one of the ready cash with which to begin the serious work of development.

BONDING THE DISTRICT.

A step has been taken, however, which it is believed will largely obviate or eliminate both these difficulties, viz, they have just voted to bond the entire shallow water district, the vote being very enthusiastic and almost entirely unanimous. But they have a big enterprise before them—one which will require much skillful management. For there is no underground flow, as in Portales Valley, and the problem must be solved by deep water pumps, or else by the installation of pumps on every 40 to 80 acres with concrete reservoirs; and either of these arrangements will cost to exceed \$40 an acre. But we can see no reason why, with the spirit and determination of the people whose talk is entirely of the one problem of irrigation, this cannot be accomplished within time for the 1912 crop season. And it simply baffles the mind of man to conceive what this valley will be within five years, if only the water is put upon it, no matter how it is done.

Contracts Being Signed.

The printer has completed the printing of the contracts which will be entered into by the growers of sugar beets, and the sugar factory people and the farmers are now engaged in signing the instruments. These contracts, two of them, one entitled "Surface Well and Pumping Plant," and the other, "Contract and Agreement for the Growing of Sugar Beets," are printed in full in another place in this paper, and it would be well for those who have not yet signed, but who contemplate signing, to come into the Commercial Club rooms at once and facilitate this feature of the task. Mr. Briner, the representative of the parties to this agreement and contract, will be found in the club rooms, as will also a notary who will be empowered to take the necessary acknowledgements to make the transaction legal. Let us not delay this matter an instant longer than is absolutely necessary, for it is expedient that we hasten this preliminary work in order to avail ourselves of the opportunity of growing sugar beets this year. And then there is no necessity for further delaying an enterprise which promises so much for this section of the country.

Contracts Fair And Liberal

While a knowledge of legal lore is not one of the accomplishments of the Herald writer, yet we believe that a man with only a layman's knowledge of law can see merit in the contracts which have been drawn, approved and printed in this week's issue, which are destined to establish the great sugar beet industry in the Portales Valley. In the first place every feature is embodied in these contracts in strict accord with the broad outlines of the first proposed authorized contract issued by the sugar people, and, if anything, the growers and Portales as a town really have more to congratulate themselves upon than was first anticipated in the introduction of the proposition. For instance, the town of Portales now has the absolute assurance, as far as the terms of this contract is concerned, of getting the sugar factory placed where its business men want it, which is more than we could really have demanded had the sugar people been disposed to play this game as the usual railroad promoter plays it. And the ample, liberal program which is displayed in the instruments for the growers is little short of a philanthropic purpose to "Do unto others as you would have them do unto you." If there are any strings to it we have not been able to detect them with our limited knowledge, but the Herald firmly and candidly believes that if Portales Valley gets an industry with all the safeguards provided for in this contract, that it will be the best day's work that will ever be accomplished by its people in the good year of our Lord 1911.

The question as to whether these promoters will be able to launch an enterprise of this magnitude along the lines provided for in this contract, is entirely another matter and has no place in the discussion of the contract, and the contract is the thing after all to be seriously regarded in the promotion of a proposition of this character. This is all in this proposition which is relevant to discuss at this stage of its development. These people have come here without an introduction, have communicated little in confidence which would inspire that assurance of security which some desire at first hand, yet here is the contract which they propose to be governed by, sink or swim, and no candid, unbiased mind can say that if its provisions are lived up to by the parties to the agreement it will not mean a better day for Portales Valley. And the farmer

who signs his land and places this mortgage upon it, has the absolute assurance in this contract that he may be protected at every turn of the road, and if the farmer does not get what is due him it will be no fault of the provisions of the document which were made for his safety.

McDonald-Howard Reception.

(Contributed.)

The most noted social event of the season was given last Wednesday afternoon, by Mesdames H. P. McDonald and Coe Howard, the occasion being in honor of Mrs. W. S. Eckle, a sister of Mr. McDonald, of Amarillo, Tex. The spacious rooms of the beautiful McDonald home were all thrown open, by special arrangement, and the plan of the reception and entertainment of the numerous guests, as provided by the charming hostesses was quickly noted, and appreciated.

The guests were received and cordially welcomed at the front entrance by Mrs. McDonald, after which they were received and conducted to the wrap room by Mrs. Bascom Howard who kindly assisted them with their wraps, after which Miss Hamblen conducted them to the punch bowl, where Miss Beola McMinn very gracefully served them with the delicious and refreshing contents. Passing from the punch booth into the west reception room, the guests were welcomed by Mrs. Nixon who conducted them to the register book which was nearly filled during the afternoon with the names of the large number present. Mrs. Coe Howard, in her friendly way, next received the guests and led them into the main reception rooms where she presented them, in a graceful manner, to the guest of honor, Mrs. Eckle, and the others present.

The hostesses were untiring in their efforts to make the occasion as pleasing and entertaining to their guests as possible and it was unanimously agreed by all present that they were more than successful in their efforts. A notable and novel feature of the evening was a unique advertisement by the Band boys for Tuesday night at the Armory was a success in spite of the inclemency of the weather as a fair sized crowd attended and some \$36 was raised from the boxes. T. J. Molinari was the auctioneer and the occasion proved an excellent one for this gentleman to prove his merit in this capacity.

Moonlight on the Water.

There is magic in the beauty of the moonlit water's glow,
There is music in the dashing of the billows far below
As it tells its tender story to the sage with shoulders bent,
To the youth and blushing maid upon their love intent,
To the hungry-hearted pilgrim whispering promises of the goal—
To each a different story from the region of the soul.

And my being is enveloped with the spirit of the night,
As I watch the glint and glitter of the ever-changing light,
And a yearning soon steals o'er me and a prayer goes up to God,
To Him alone who knows the heart—the giver of all good.
I see Him as He walked upon the waves of Gallilee,
I see Him as He stilled a surging, angry sea—
And a peace comes stealing o'er me like a benediction calm,
For I know that He can keep His children from all harm;
That He will still the surging of a storm-tossed soul to rest,
And give the peace of childhood by Mother-love caressed.

Oh, there is magic in the beauty of the moonlit water's glow,
There is music in the dashing of the billows far below,
And I steal away in silence with a joy that's indescribable—
For I know the peace of Heaven to a restless soul applied.
—B. T. A., Corpus Christi, Texas.

EVERY PLANTER SHOULD HAVE OUR
SEED CATALOG FOR 1911
IT TELLS ALL ABOUT SEEDS, BULBS, POULTRY AND BEE SUPPLIES
Write Today. If You Mention Name of This Paper You Get a Packet of Our Choice SEEDS FREE
THE BARTEDES SEED CO., DENVER, COLO.

Portales Lbr. Co.

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, Mgr.

PEARCE & PATTERSON PHARMACY

Summer Soft Drinks and Ice Cream Served in Season.
Everything New. Everything Clean.
Pearce and Dobbs Old Stand. Your patronage solicited.

tisement guessing contest in which all guessed at the names of the advertisements by the pictures given out, the highest number being guessed by Mrs. Sam J. Nixon who was awarded a beautiful hand-painted cake plate as the prize.

A delicious two-course luncheon followed the contest, in which the hostesses were assisted by Misses Harris, Hamblen, Roland, McMinn and Calloway, and the joyous and hearty participation by all present in the delightful refreshments, splendidly prepared and served, was only another proof of the notable success of the reception.

After refreshments, the guests reluctantly bade their charming hostesses goodby with many expressions of thanks and appreciation for the many pleasures which they had afforded. The following is a list of all who registered:—Mrs. Eckle, Mrs. F. T. McDonald, Mrs. J. W. McMinn, Mrs. Joe Howard, Mrs. Bascom Howard, Miss Beola McMinn, Mrs. Nixon, Mrs. J. W. McMinn, Mrs. Brock, Miss Hamblen, Miss Roland, Mrs. Roland, Mrs. Anderson, Mrs. Geo. Deen, Mrs. S. Snell, Mrs. J. P. Deen, Mrs. Roselle Culberson, Mrs. Wollard, Mrs. Reagan, Mrs. Arthur Jones, Mrs. Faggard, Mrs. Moody, Mrs. Hightower, Mrs. H. F. Jones, Mrs. Harris, Miss Harris, Mrs. Servis, Mrs. Morris, Mrs. Staples, Mrs. Hart, Mrs. Wolfarth, Mrs. Luikart, Mrs. Blankenship, Mrs. Patterson, Mrs. Neer, Mrs. Stone, Mrs. Tyson, Mrs. Worth, Mrs. Lawrence, Mrs. Hardy, Mrs. Seay, Mrs. Humphrey, Mrs. Allredge, Mrs. Hough, Mrs. Leach, Miss Brandon, Mrs. Albert Williams, Mrs. Lindsey, Misses Bryant.

The box supper which was advertised by the Band boys for Tuesday night at the Armory was a success in spite of the inclemency of the weather as a fair sized crowd attended and some \$36 was raised from the boxes. T. J. Molinari was the auctioneer and the occasion proved an excellent one for this gentleman to prove his merit in this capacity.

Oysters! Oysters! Fresh and Fine.

Everybody come out tomorrow, Friday night, January 20th to the oyster supper given for the benefit of the Portales Concert Band. At Sanders building from 5 to 10 p. m. Cakes will be auctioned off. Help a good cause.

THE CITY
Meat Market
Olson & Reynolds, Props.
(Successors to Williams Bros.)
FRESH AND CURED MEATS
FISH AND OYSTERS IN SEASON
DRESSED CHICKENS SATURDAYS.
Portales, New Mexico.

H. C. McCallum
Dray Line
All kinds of Hauling done on Short Notice.
Orders left at Humphrey & Sledge's will receive my prompt attention, and your patronage will be appreciated.
Portales New Mexico

BIG MONEY
IN DRILLING WELLS
with the NEW Portable Gasoline Rig. Cuts cost 50% in a day to operate and one man.
Write for Catalog and Full Information.
Rochford Well Drill Co.
HOUSTON, TEX.

A. N. FREEMAN
---Jeweler---
....I do High Class Work....
AT
Pearce & Patterson Pharmacy

G. L. REESE
ATTORNEY-AT-LAW
Practice in all Courts
Office—In Rees Building
PORTALES - - - NEW MEXICO.

DR. N. WOLLARD
PHYSICIAN AND SURGEON
OFFICE AT
The Red Cross Drug Store.
PHONE NO. 24.

T. E. MEARS
LAWYER
Will practice in all courts, Territorial and Federal
Portales. - - - N. Mex.

J. W. TUCKER
Contractor and Builder
Fifteen Years Experience. Plans Sketched and Estimates Given on all kinds of Buildings.
Portales, N. M.

Attorney at Law Notary Public
Washington E. Lindsey
United States Commissioner
Final Proof and Homestead Applications
Portales, New Mexico

Up-to-Date Barber Shop
WILLIAM M. TWIGGS, Prop.
First Class Work—Hot and Cold Baths.
Three doors north Portales Hotel
Portales, N. M.

DR. JNO. S. PEARCE
Physician and Surgeon
Office at Portales Drug Store
Residence Phone 23
Portales, New Mexico

City Transfer
R. S. ADAMS
Proprietor
For Quick Deliveries Phone 71 or Residence 104
Office hours 9 a. m. to 5 p. m.
L. R. HOUGH
DENTIST.
Office in Rees Building over J. L. Osborn & Sons Grocery Store.

Commissioners in Session.

Proceedings of the board of county commissioners of Roosevelt county, New Mexico, at an adjourned session of the regular January session thereof, held at the court house on the 14th day of January, 1911.

Present:—C. V. Harris, chairman; W. H. Montgomery, commissioner; C. P. Mitchell, clerk.

Bond of P. J. Keeter, constable for precinct No. 23, received, examined and approved.

It is the order of the board that the court house be wired for lighting by the Public Service Co. as per contract to be hereafter agreed upon by the board and Public Service Co.

The board rose as a board of county commissioners and sat as a canvassing board.

The returns from the different precinct elections held on the 9th day of January, 1911 for the purpose of electing one Justice of the Peace and one Constable for each of said precinct, were duly canvassed in so far as returns had been made, and the results obtained and Justices and Constables declared elected, to-wit:—

Precinct No. 1, Justice of the Peace, A. G. Troutt; Constable, C. T. Duncan.

Precinct No. 2, Justice of the Peace, T. D. Cain; Constable, W. R. Johnston.

Precinct No. 3, no election held.

Precinct No. 4, Justice of the Peace, A. L. McClellan; Constable, J. I. Jones.

Precinct No. 5, Justice of the Peace, W. B. Gates; Constable, H. C. Scruggs.

Precinct No. 6, Justice of the Peace, J. A. Murphy; Constable, J. H. Short.

Precinct No. 7, no returns.

Precinct No. 8, no returns.

Precinct No. 9, Justice of the Peace, D. K. Smith; Constable, H. H. Walker.

Precinct No. 10, Justice of the Peace, C. P. Stone; Constable, Ed. Gardner.

Precinct No. 11, Justice of the Peace, Joe Phillips; Constable, H. C. Kachel.

Precinct No. 12, Justice of the Peace, J. S. Payne; Constable, J. M. McCormack.

Precinct No. 13, no returns.

Precinct No. 14, Justice of the Peace, L. E. Forbes; Constable, W. J. Ball.

Precinct No. 15, Justice of the Peace, T. A. Payne; Constable, J. M. Riley.

Precinct No. 16, no returns.

Precinct No. 17, no returns.

Precinct No. 18, Justice of the Peace, A. B. Crane; Constable, Chas. Gunn.

Precinct No. 19, Justice of the Peace, W. T. Weaver; Constable, H. N. Prichard.

Precinct No. 20, no returns.

Precinct No. 21, Justice of the Peace, Wm. Longsign; Constable, J. C. Bengue.

Precinct No. 22, no returns.

Precinct No. 23, Clearly and Miller tied for Justice; Constable, P. J. Keeter.

Precinct No. 24, no returns.

Precinct No. 25, Deen and Cobb tied for Justice; Constable, Tom Slocum.

Precinct No. 26, Justice of the Peace, Orren Miller; Constable, Darrence Jones.

Precinct No. 27, Justice of the Peace, Carl Graf; Constable, G. F. Robinson.

ELECTION PROCLAMATION.
A tie vote having been polled in precincts 23 and 25, Roosevelt county, New Mexico, on the 9th day of January 1911 for the office of Justice of the Peace in and for said precincts 23 and 25; it is the order of the board that an election be and the same is hereby called to be held in said precincts 23 and 25, Roosevelt county, New Mexico, on the 18th day of February, 1911 for the purpose of electing one Justice of the Peace for each of said precincts. Judges of election of January 9th, 1911 are hereby appointed Judges of election on the

The Store For All The People



THERE'S only one way to conduct a successful clothing business.

That's to "make good" every time.

The sale of a Suit or Overcoat is incidental to securing a customer's confidence.

The profit we'd make would not compensate us the loss of a customer.

That's the reason of our selling *Kirschbaum Clothes*.

While we make less money on them than on other makes we could buy, they are so uniformly good year in year out, they invariably give such good satisfaction, that we pin our faith to them above all other makes.

Great enough variety of styles and models to make your selection certain—Suits, Top-coats, Raincoats, with or without convertible collar, the latter rain-proofed by the very best process in the world, "Priestly Cravehette."

Prices \$15 to \$35

Joyce-Pruit Company.

A. T. MONROE, Manager.

18th day of February, 1911. Said election to be held and conducted according to the laws of the Territory of New Mexico, governing such elections.

Signed,
C. V. HARRIS, Chairman
Attest,
C. P. MITCHELL, Clerk.

No further business appearing the board adjourned to meet on the 11th day of February, 1911.

Signed,
C. V. HARRIS, Chairman,
Attest,
C. P. MITCHELL, Clerk.

Taiban After Sugar Beets.

Taiban, Jan. 13, 1911.

A. J. Smith of Portales addressed two meetings of farmers here yesterday, one meeting at 2 p. m. and the other at 7 p. m. Mr. Smith came here in the interest of irrigation and the sugar beet industry. The American sugar beet company had a proposition to make and the farmers were ready for it. The proposition in detail was the same as the one at Portales.

The sugar company is to take a mortgage on the land at \$60 per acre and pay 6 per cent per annum. The company will issue the farmer stock in the sugar factory in an amount equal to the mortgage on his land, guaranteed to pay 6 per cent dividends annually. At the expiration of twenty years, the sugar company will release the mortgage, but the farmer will be allowed to keep the stock in the sugar refinery, which will continue to pay him 6 per cent dividends. In addition to this, the company will dig the farmer's well and install his pumping plant. The farmer will pay the money advanced him for the purpose of digging his well and installing his pumping plant back in twenty annual instalments without interest. They also agree to advance money for tools and everything else required by the farmer to grow sugar beets.

In this manner, the proposition is brought within the reach of every farmer and those who have been drouth stricken the past three years will be able to take hold of the proposition. More than 20,000 acres were signed up in forty-eight hours,

and Mr. Smith was delighted with the interest manifested.

Many persons having lands with a strong underflow of water have not been seen yet and many more are away from their places. None of the persons seen so far have declined to list their places, and go into the proposition, and there is no doubt but that inside of two weeks there will be more than 50,000 acres signed up.

The sugar company proposes to put an electric railway from Taiban to Portales, a distance of fifty miles. It will traverse the center of the shallow water district. The farmer who raises beets will not have to haul them far as there will be beet dumps built at five-mile points along the line.

The Gerhardt valley, northwest of Taiban, has several thousand acres of good land with plenty of shallow water and their representatives, who were here yesterday, are very anxious to have the proposition include their valley, and there is very little doubt but that the refinery people will reach out for this land.

The House district was also well represented, and as they have as much good land and water as the Gerhardt valley, they will be included and arrangements made for them.

The Tolar community had a strong delegation at the meetings and considerable land was signed up from that community.

Local people have long known that they have plenty of good water, and that the land can be irrigated from pumping plants, but have always considered that it would take years to bring this about; that it would take several changes of population before this could be done and that the persons here now would not realize any benefit from it.

Think of it and of its possibilities—50,000 acres of irrigated land around this town. What other part of New Mexico or of the entire country will have such a future?—F. F., Correspondent

T. N. Tucker, a brother of J. W. Tucker, contractor and builder, arrived here Sunday from Arkansas and will spend some thirty days looking over the Valley and visiting his brother and family.

Agatheridan Notes

Last week the Agatheridan Society called a meeting for the purpose of electing new officers. Those elected were as follows:

President, Lawrence Connally; vice-president, Henry Dunlap; secretary, Edith Connally; assistant secretary, Elizabeth Dunlap; treasurer, Nettie Dupree; sergeant of arms, Mr. Galbrith; critic and press reporter, Hazelwood Moore.

The society expects to render a program next Friday afternoon at 2:30 o'clock. Everyone is cordially invited to come.

Since the New Year has come upon us, students are doing better work and it is the desire and hope that the good work will continue to go on successfully.

Rev. E. L. Young, of the Methodist church, gave an interesting talk on education to the pupils of Portales High School on Friday, the 18th. We all enjoyed his address immensely and would like for him to make us another visit.

The Mother's Club will meet in Supt. Staples' office on the 20th at three o'clock.

Twenty new pupils entered school after the Christmas vacation.

Edwin Neer and others have donated books and magazines to the School Library. All such donations are gratefully received.

Wanted—To borrow from some girl her recipe for freckle-eater.
Joe Patterson.

For Sale—Quite a number of "fouls" left over from the last Association-Scrub base-ball game. Apply to "Sammy Boy."

PRESS REPORTER.

Our Spring and Summer samples of Men's and Ladies' made-to-order clothing have arrived and we would be pleased to show you through our many lines.

KEEP-YOU-NEAT TAILORS.

Dr. J. F. Garmany last Tuesday moved his effects from the Sanitarium to the office building formerly occupied by the Herald Printing Co., which is in the Portales Bank & Trust Co. building. The room has been papered and repainted and the Doctor will have a snug office when he gets through with the arrangement.

ALL DOUBT DISAPPEARS.

No One in Portales Who has a Back Can Ignore This Double Proof.

Does your back ever ache?

Have you suspected your kidneys? Backache is kidney ache. With it comes dizzy spells, sleepless nights, tired, dull days, distressing urinary disorders. Care the kidneys to cure it all.

Doan's Kidney Pills bring quick relief. Bring thorough, lasting cures. That's what Portales sufferers want. Profit then by another's testimony, twice-told and well confirmed.

Hilario Baca, Delgado Street, Santa Fe, N. Mex., says: "About two and a half years ago I gave a public statement telling of my experience with and opinion of Doan's Kidney Pills. They completely rid me of pains in my back that had troubled me off and on for months. When I stooped or brought any strain on my loins, I suffered severely and there were various other difficulties which convinced me that my trouble came from disordered kidneys. It was not long after I began taking Doan's Kidney Pills that every symptom of my trouble had disappeared. The fact that I have had no return attack, warrants me in expressing my high opinion of Doan's Kidney Pills."

For sale by all dealers. Price 50 cents. Foster-Milburn Co., Buffalo, New York, sole agents for the United States.

Remember the name—Doan's—and take no other.

Time to order your Spring Suit. Our samples are here, some 300, from which to select. No trouble to get what you want from our lines. The Keep-You-Neat Tailors, Phone 37.

Mrs. M. B. Jones went to Florence, Colo. the first of the week in response to a message that her brother's wife was dead at that place.

Big Steer Deal.

J. P. Stone this week sold a thousand two hundred fifty head of steers to the Rhea Bros. of Roswell, the consideration being \$45 per head. The steers were on Mr. Stone's Texas ranch and are said to be high grade stuff and in prime condition. These big deals come so seldom these days that the occasional consummation of one causes the old timers to sit up and take notice.

MARRIED—In the evening of January 1, 1911, M. R. Russell of Portales to Miss Tressie Law, who has lately been residing at Amarillo, Texas, but whose parents, Mr. and Mrs. G. A. Law, reside in Oregon. The Herald is late in making this announcement, but it is no fault of the paper that it did not report it on time, as the couple stole a march on their friends and decided to keep it a secret, hoping to spring it as an April Fool's joke, no doubt. The ceremony was performed at the home of Rev. S. B. Calloway by Mr. Calloway himself. Mr. Russell needs no introduction at the hands of the Herald, as he is well and favorably known as one of the substantial business men of the town, being engaged in the grocery business. His bride is well known to Portales people, having at one time resided here, and has many friends who believe that Mr. Russell was indeed fortunate in winning her hand. The couple are now at home in the Watson residence in the south part of town.

NOTICE.

The land owners in the Portales Irrigation Company have an excess of land over the amount they will cultivate under irrigation for the season of 1911. This excess is for rent on attractive terms. For definite information see the officers of the company at Portales.

W. E. LINDSEY,

9-3t President.

W. M. Bruce and wife have retired from the hotel business and have established residence in the south part of town.

Col. C. H. Randall, of Chicago, W. W. Forrester, of Chicago, and C. H. Rittenhouse, of Wichita, Kans., composed a party who visited Portales the latter part of last week, the two former gentlemen being head officials of the American Bond & Mortgage Co. of Chicago, the company which purchased the securities of the Portales Irrigation Project. These gentlemen were highly pleased with conditions here and expressed themselves as being amply paid for their visit here with the knowledge which they were able to obtain of the project from a personal inspection of the field.

NOTICE TO THE PUBLIC.

On Monday, January 23, the City Meat Market will place a free city delivery service at the disposal of its patrons at the following hours:—All orders for stew, boil or roast must be placed before 8:30 a. m.; all orders for steak for dinner must be placed before 10:30 a. m.; all orders for supper and breakfast must be placed by 4:00 p. m. In the spring and summer we will make such changes in this schedule as may be deemed most convenient to our patrons. It has been found impracticable and unprofitable to maintain a free delivery service without stated periods for delivering orders, and we believe that if we can have the co-operation of the buying public in this matter that we can perfect a service that will be a great convenience to our patrons and will not work a hardship on us. Remember to pay the cash either when the order is placed or when it is delivered. Our coupon books will assist you in taking care of this feature. Read this and paste it up on the wall for future reference.

CITY MEAT MARKET,
Olson & Reynolds, Props.

NOTICE.

This is to certify that William W. Humble has perfected arrangements in reference to the suit which has heretofore been pending against him involving "Orchard Park" addition to the town of Portales, New Mexico, by which he can guarantee pursuant to such arrangements the delivery of title to lots in said addition under contracts of purchase which may be made with him.

T. E. MEARS, ATTY.
S. A. MORRISON,
G. M. WILLIAMSON.

8-4t

Socialists Protest.

Protest of resolutions adopted by Portales, New Mexico, local denouncing the action of the federal court in the sentence of Fred D. Warren for no offense against the law.

The court of appeals has affirmed the sentence of Judge Pollock at Fort Scott, Kans., sentencing Fred D. Warren to serve a term of six months in jail and \$1,500 fine.

Comrade Warren is guilty of no crime, except a crime of disposing the graft and thievery of the political power in possession of the reigns of our government, at the present time, and we the socialist local of Portales, Roosevelt county, condemn this act as one that should call down the curse of every true American citizen that has the least spark of patriotism or love of home or liberty, such as was purchased by the loss of blood by our forefathers on the fields of Yorktown and Bunker Hill or in the frozen hell of Valley Forge.

Our courts show by decisions in all cases that have been presented to them that has the least bearing on the political side, that gives the workers anything like their just dues, are cried down reversed decisions, injunctions, contempt and all the make-believes that a packed jury or a bought jury could conceive.

The decision in the Warren case is the dirtiest and most contemptible act that has ever been enacted by any party or gang of officials and has no precedent in the history of our nation. It is, or rather was in our judgment, intended to be the beginning of the end of free speech and a free press. Putting the laborers and workers of this country on a level with the surfs who used to bow to their lords and nobles of Russia, are worse than the Mexican peons.

We hereby protest against the actions of this court as being unjust, tyrannical and the work of dirty political intrigue and graft.

Have you a weak throat? If so, you cannot be too careful. You cannot begin treatment too early. Each cold makes you more liable to another and the last is always the harder to cure. If you will take Chamberlain's Cough Remedy at the outset you will be saved much trouble. Sold by Pearce & Patterson Pharmacy.

Press a Powerful Factor For Good

State Senator Tom W. Perkins of Texas delivered an address before the Texas Commercial Secretarians' club a short time ago, taking as his subject, "The Newspaper in State Development." Senator Perkins said in part:

"There is not a worthy cause today of any kind that is not dependent in a large degree on the newspapers for its very existence. Shut off the printing press and the publicity and assistance it gives to the church, the school the reform movements, the industrial enterprises, the social organizations, the fraternal societies and every other agency of progress and development and we should have a nation of people groping in darkness, feeling feebly for each other's hand and trying to reach a common understanding by slow and painful effort, with snail-like progress and infinitesimal results.

"Today a man speaks for a great cause. Tomorrow his words set in motion influence thousands of miles away. He speaks here to hundreds, speaks to millions in every state in the Union. Here his words fall on ears; there they fall under the eyes and become luminous with meaning and inspire enthusiasm for the cause where perhaps but for newspapers it would have never been given a thought. So it is true of the development of the material things, of the industrial and commercial enterprises that it is desired shall take form and become factors in the progress of the

state.

"By means of the newspaper there are influences brought to bear that could not be reached in any other manner that would never have even been known to be in existence but for the publicity given the idea by the newspaper. If a powerful factor and to worthy enterprises it is no less a factor and benefit in the destruction of unworthy and dishonest enterprises and agencies that would exploit the people for corruptly gotten gain. Here the newspaper shows itself to be of inestimable value in protecting the good, and by contrast, destroying the evil.

"The newspaper of today is not yet perfect, but as the years go by it becomes more and more an agency for good and a foe to the bad, for the dishonest man fears the honestly conducted newspaper as he fears the broad light of the sun when trying to break into a house. The glare of publicity as given by the unmyriad journals that mould public opinion has scorched and withered many a vicious scheme, sent many a scoundrel scurrying to obscurity, saved multiplied thousands to those who else would have been deceived and robbed and brought to the bar of justice many a criminal who else would have gone unwhipped of justice.

"The first step always in promoting any public enterprise is to enlist the newspaper. If this is done the problem is greatly simplified, for the sympathizer with the proposed measure has had to talk to the newspaper man and the matter is set before the public in the most favorable light possible consistent with the editor's sense of duty to his patrons, and the man who is not a patron of his home paper is seldom considered."

The busiest and mightiest little thing that ever was made is Chamberlain's Stomach and Liver Tablets. They do the work whenever you require their aid. These tablets change weakness into strength, listlessness into energy, gloominess into joyousness. Their action is so gentle one don't realize they have taken a purgative. Sold by Pearce & Patterson Pharmacy.

A Sample of Appreciation

Peniel, Tex., Jan. 11, 1911.
Roosevelt County Herald,
Portales, New Mexico.

Inclosed find Post Office Money Order for one dollar to renew my subscription to your paper which expired last week. I want it in order to keep up with the irrigation project as I have investments near your city.

Your patriotic efforts in behalf of a prosperous community with "clean politics" are worthy of the highest praise.

Yours very truly,
H. M. HILLS.

Notice.

This is to certify that William W. Humble has perfected arrangements with J. P. Stone in reference to the suit which has heretofore been pending against him involving "Orchard Park" addition to the town of Portales, New Mexico, by which he can, pursuant to such arrangement guarantee the delivery of title to lots in said Addition under contracts of purchase which may be made with him consistent with such arrangement, and the undersigned hereby pursuant to the arrangement so had with said Humble, agrees to guarantee a title in accordance with such agreement to those holding contracts for lots in said Addition.
J. P. STONE.

Chamberlain's Cough Remedy never disappoints those who use it for obstinate coughs, colds and irritations of the throat and lungs. It stands unrivalled as a remedy for all throat and lung diseases. Sold by Pearce & Patterson Pharmacy.

Extra copies of the Herald at 5c per copy.

Growing of Alfalfa

Alfalfa does so well naturally in this western country that our farmers neglect it and let it get on by itself the best way it may. This, however, is not the way to make money out of the alfalfa crop. Every patch in the country needs a good winter dressing of fine manure put on by a spreader if possible. We are pleased to have the following testimony from one of our Weld county subscribers:

"I have been raising alfalfa under irrigation for twenty-five years. I have hauled vast quantities of manure and spread it on top of the alfalfa in the winter season and never saw any bad results from it, but much benefit. I have built movable corrals and yarded large bands of sheep on it during the winter months, and no bad results followed. Some folks recommend plowing it up every five years for other crops but I can not do that. The alfalfa would come up so thick in the plowing that hood crops would not do much good. We manure it as much as we can and cultivate thoroughly every spring with a spike disc and never plow it up. I have plowed it several times but it is difficult to kill out and not very easy to get a stand again. The young plants need much care to get them through our long dry summers. Alfalfa does not get to its best condition until the third year. After that with proper cultivation the crop is good for a man's lifetime and does not seem to grow poorer with time." We believe, however, that it will be necessary to give all our alfalfa fields a good top dressing in the winter.—Denver Field & Farm.

Philathea-Baracas Elect Officers.

The following officers were elected at the regular business meeting of the Methodist Philathea-Baracas class last Friday to serve for the next three months: President, E. G. Galbraith; Vice Pres., S. Snell; Secretary, Sara Monroe; Asst. Sec., Geo. M. Monroe; Treas. Mrs. S. Snell; Asst. Teacher, Willie Leahy. The committees are:—Lookout, Bonnie Freeman, chairman; Ruby Huffman, Earle Williams; New Members, Cora Smith, chairman; Prue Harris, Pem Carr; Social, Corne Smith, chairman, Georgia Stewart, Nettie Cheshier. Miss Monroe was retained as Class Historian.

It was decided that the class give a play in the near future, proceeds to go for equipping the class room for better work.

REPORTER.

ELECTION PROCLAMATION.

A Justice of the Peace precinct having been granted to be known as Lykins precinct No. 28, it is the order of the board that an election be and the same is hereby called to be held at the Glasscock school house, Roosevelt county, New Mexico, on the 4th day of February, 1911 for the purpose of electing one Justice of the Peace and one Constable for said precinct. The following were appointed Judges of said election, to-wit:—Terrell Glasscock, R. N. Lykins and Frank Lassater.

Signed:

C. V. HARRIS, Chairman,
Attest: 8-3t
C. P. MITCHELL, Clerk.

W. S. Merrill, Santa Fe Station Agent, went over to Tulia, Texas, the first of the week to appear as a witness in a damage suit.

Hoisery from the mill to the home a popular prices. Mrs. Alice A. Pew, exclusive agent, Portales, Phone 135.

Chamberlain's Cough Remedy is a very valuable medicine for throat and lung troubles, quickly relieves and cures painful breathing and a dangerously sounding cough which indicates congested lungs. Sold by Pearce & Patterson Pharmacy.

Extra copies of the Herald at 5c per copy.

A 1911 Pointer!

A dozen reasons why you should be a reader of the Roosevelt Co. Herald and send it to your relatives, friends, acquaintances:

1. A community is judged by the character of its papers. It is up to you to give your support to help your home paper represent your community creditably.

2. No other publication will give you your local or neighborhood news as well as your home paper.

3. Its advertisers are assisting in building up your home town and deserve your support.

4. The Herald is a home product. It is boosting for home enterprises and should be loyally supported by the home people.

5. The Herald is newsy, clean and readable and a paper that you will not be ashamed to have in your home.

6. In giving your patronage to the Herald you are really helping yourself, for it is building up your town and increasing the value of your property.

7. No other medium can cover the field it is occupying, and you owe it to yourself to keep informed of the doings in your own community, state and country.

8. The Herald is fearless and independent and tells the news without fear or favor.

9. You should not only read the Herald yourself, but you should send it to your relatives and friends. It will be like a letter from home to them.

10. The people of intelligence are those who keep abreast of the times and take good reading matter. You owe it to yourself, to your family and your community to be an intelligent, progressive and wide awake citizen. The Herald will help you keep abreast of the times.

11. The Herald gives reliable and authentic descriptive articles of the great Portales Valles, which will be valuable to those who are planning to invest their savings in the fertile virgin lands in its domain.

12. The Herald is a newspaper of character. It will come to you each week breathing the spirit of the great Southwest. It will broaden your horizon, make you more loyal to your home and to your country, and if you will but keep your subscription paid in advance and follow the advice of its columns to the wayfaring sinner, there may be some hopes for you in the world to come.

THE HERALD

Only \$1 A Year!

Proposed Ordinance No. 33.

An ordinance for the purpose of prohibiting the riding of bicycles on the side walks in the town of Portales, New Mexico. Be it ordained by the Board of Trustees of the town of Portales, New Mexico.

Section 1. That the riding of bicycles on any of the side walks within the corporate limits of the town of Portales, New Mexico, is hereby prohibited, and any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and fined in any sum not less than five (\$5.00) dollars nor more than ten (\$10.00) dollars for each offense.

Section 2: That this ordinance take effect from and after its publication.

C. M. COMPTON, Mayor,
STERLING MOODY, Clerk.

Notice to the Public.

The citizens of Portales will please take notice that Ordinance No. 32 of the town of Portales relating to sewers will be rigidly enforced, and that the penalties therein provided will be applied in all violations thereof.

Done by order of the council in session January 5, 1911.

C. M. COMPTON, Mayor,
STERLING MOODY, Clerk.

Chamberlain's Cough Remedy is not a common, every-day cough mixture. It is a meritorious remedy for all the troublesome and dangerous complications resulting from cold in the head, throat, chest or lungs. Sold by Pearce & Patterson Pharmacy.

NOTICE OF PENDING OF SUIT.

No. 98.

In the District Court of Roosevelt county, New Mexico.

Basset E. Edmondson, plaintiff, vs. James P. Jenkins, defendant.

The defendant, James P. Jenkins, will take notice that a suit has been filed against him by the plaintiff, Basset E. Edmondson, in the District Court of Roosevelt county, New Mexico, styled and numbered on the docket of said court as above, and process by publication ordered against said defendant, a proper affidavit having been filed in the office of the clerk of said court for same.

The nature and objects of said suit are to require said defendant to specifically perform his contract, of date Nov. 15th, 1910, by which he agreed to convey to plaintiff the following described lands in Roosevelt county, N. M. to-wit: the SE 1-4 of Section 30 in Tp. two South Range thirty-five East N. M. P. M. free from encumbrances in exchange for lots 517 and 518 in Block 22 Massey's Add. to the city of Springfield, Mo. and the payment of fifty dollars; plaintiff alleging that he is ready and willing to perform his part of said contract and tendering the deed to said property to defendant together with the fifty dollars, and praying that defendant be required to convey said lands so contracted to be conveyed by him to this plaintiff free of encumbrance and in default thereof, should plaintiff be required to pay off the mortgage now existing against said lands, that he have judgment decreeing the title to same in plaintiff and judgment over against said defendant for any sums so paid by him to clear same of encumbrance, together with all costs of suit.

The said defendant is hereby notified that unless he appears and answers in said cause on or by the 4th day of March 1911, judgment will be taken against him by default and the plaintiff be given the relief demanded in his complaint.

The defendant is further notified that T. E. Mears is attorney for plaintiff and that his business address is in Portales, New Mexico.

In witness whereof I have hereunto set my hand and seal as Clerk of the District court in and for Roosevelt county, New Mexico this 30th day of December, 1910.

(Seal) S. I. Roberts, Clerk,
By Llewellyn Carter, Deputy. 8-4t

Anderson Automatic computing scales, the best in the world, for sale by C. M. Dobbs.

Sand and gravel for sale—Good for all building purposes. Reasonable prices with a short haul. Apply to B. F. Gardenhire, Tolar, N. M.

Call the garage, 45-2r, when in need of automobile repairs and accessories, oils and etc.

FOR EXCHANGE—Two farms in Arkansas for land in shallow water belt of the Portales Valley. Address P. O. Box 7, Portales, N. M.

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