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ROSEBURG MADE IN OREGON

REVIEW

PROFITABLE INVESTMENT Advertisers get good returns from announcements placed in live papers—the DAILY AND TWICE-A-WEEK REVIEW. Try them—there's none other so good.

ORDINANCES GIVEN 1ST AND 2ND READINGS

Council Takes Another Step Toward Paving

BOND PROCEEDING BEGUN

Drinking Fountain Accepted—Effort to Secure Free Delivery of Mail is Aided

One more step toward street paving was taken Monday night, when the necessary ordinances were given first and second readings before the city council.

Seven affirmative votes are necessary to pass each of these ordinances, but there is no reason to believe that they will not go through the council unananimously.

On the night that it passes the ordinance, the council will also authorize the recorder to advertise for bids for laying the paving.

Engineer F. C. Kelsay has placed the probable cost of the street paving at \$61,059.15. In addition, an estimate of \$6,000 is required for the proposed new bridge of concrete and steel over Deer Creek.

That all the conditions and acts precedent to the issuing of this obligation have been regularly performed according to law, and that the total bonded indebtedness of said city including this issue, does not exceed the total bonded indebtedness of said city as allowed by law.

Table with 2 columns: Street, Cost. Rows include Cass-Main to Sheridan, Jackson-Lane to Douglas, etc.

Concurrently with the reading of the street paving ordinance, the council also listened to first and second readings of an ordinance authorizing the solution of \$35,000 worth of bonds, with which to defray 50 per cent of the cost not only of such paving, but of the Deer Creek bridge as well.

paving is awarded. Following is the bonding ordinance in full: ORDINANCE NO. ...

An Ordinance Providing for the Issuance of Bonds of the City of Roseburg, in the Sum of Thirty-Five Thousand Dollars, for the Purpose of Paving and Otherwise Improving the Streets of said City of Roseburg, and for the Purpose of Constructing a Bridge Across Deer Creek in said City.

Section 1. That in order to provide funds for the purpose of paving and otherwise improving the streets of the City of Roseburg, and for the purpose of constructing a bridge across Deer Creek in said City, the Common Council of the City of Roseburg hereby determines and resolves to borrow on the faith of the City of Roseburg the sum of Thirty-Five Thousand Dollars and to issue bonds of said City therefor.

Section 2. Said bonds to be issued shall be in denominations of Five Hundred Dollars each, numbered from 1 to 70 inclusive, payable twenty years after the date of issuance, bearing interest at the rate of five per centum per annum, from date of issuance. They shall be dated at the City of Roseburg, Oregon, on the date of issuance, and said interest shall accrue and be payable semi-annually each year thereafter.

Section 3. That said bonds to be issued as aforesaid shall be issued in the form following, to-wit:

UNITED STATES OF AMERICA, STATE OF OREGON, No. ... \$500.00 ROSEBURG STREET IMPROVEMENT BONDS.

Act of May 6, 1907. Payable in Gold Coin of the United States Twenty Years From Date. KNOW ALL MEN BY THESE PRESENTS: That the City of Roseburg, Douglas County, Oregon, for value received, hereby promises and agrees to pay to the bearer the sum of Five Hundred Dollars in gold coin of the United States of America, on the presentation and surrender of this obligation, on the ... day of ... 1928, without grace, redeemable on or after that date, and interest thereon from the date hereof at the rate of five per centum per annum, payable semi-annually in like gold coin on the ... day of ... and the ... day of ... in each and every year until the said principal sum shall be paid, upon the presentation and surrender of the proper coupons hereto annexed; principal and interest payable at the office of the Treasurer of the City of Roseburg, Douglas County, Oregon.

This bond and the coupons hereto annexed are issued in accordance with and in conformity to and by virtue of the laws, general and special, of the State of Oregon and the Charter of the City of Roseburg, and in accordance with a vote of a majority of the qualified voters of the City of Roseburg voting at an election duly called and held under the provisions of the Charter of the said City, on the 2nd day of April, 1908.

That all the conditions and acts precedent to the issuing of this obligation have been regularly performed according to law, and that the total bonded indebtedness of said city including this issue, does not exceed the total bonded indebtedness of said city as allowed by law; and the faith of the City of Roseburg is irrevocably pledged to the full payment of said principal and interest as herein provided.

In Testimony Whereof, this bond has been signed by the Mayor and recorder of the City of Roseburg, in conformity with an Ordinance of said City directing the same.

Dated at said City of Roseburg, Oregon, this ... day of ... 1908.

Mayor of the City of Roseburg, Oregon.

Recorder of the City of Roseburg, Oregon.

Section 3. It is hereby ordered and directed that E. V. Hoover, Mayor of said City of Roseburg, and A. N. Orenti, Recorder of said City, or their successors in office, be and hereby are authorized and empowered and directed for and on behalf of said City of Roseburg, to properly execute and sign said bonds and the coupons thereto annexed.

Section 4. That the said coupons as attached to said bonds shall be in the form following, to-wit:

STATE OF OREGON, CITY OF ROSEBURG, No. ... \$1250

The City of Roseburg, Oregon, will pay to the bearer Twelve and 50/100 Dollars in gold coin of the United States of America, at the office of the Treasurer of said City, on the said City of Roseburg, on the ... day of ... 19 ... being six months interest on Roseburg Street Improvement Bond, No. ...

Recorder of the City of Roseburg, Oregon.

Section 5. The Recorder of said City is hereby ordered and directed to advertise for two consecutive

weeks in the Umpqua Valley News, a semi-weekly newspaper published at Roseburg, and in the Roseburg Review, a daily newspaper published in said city, and for at least three consecutive issues in the Morning Oregonian, a daily newspaper published in the City of Portland, Oregon, for sealed proposals to purchase said bonds or any part thereof, which said advertisement shall state the amount of bonds to be sold, the time the same will become due, and the rate of interest thereon, and the date at which proposals will be considered, which shall be the ... day of August, 1908.

Section 6. Upon said ... day of August, 1908, the Common Council shall meet in special session and proceed to open said proposals; and hereby reserves the right to reject any or all proposals, and to award said bonds or any part thereof to the firm, person, persons, company or corporation making the best offer or offers therefor. If for any reason a quorum of said Council should not be present at said meeting, those present shall adjourn to the next succeeding day and so on until a quorum shall be present. If no bids should be received at said time, or if all bids or proposals should be rejected by the Council, the Council may thereupon by resolution direct a re-advertisement for proposals, to be received at such time as the Council shall in said resolution specify, and this ordinance shall in all things apply to the sale and issuance of bonds thereunder.

Section 7. Upon the sale of said bonds as specified in Section 6 of this ordinance, the Council shall direct by resolution to whom the same have been awarded and the date said bonds are to be issued; and the Mayor and Recorder shall thereupon proceed to execute the same as herein before provided.

Section 8. Said bonds so issued as aforesaid shall be delivered to the purchaser thereof as herein provided, upon the payment by said purchaser to the City Treasurer of the amount bidden therefor.

Section 9. There shall be created out of the funds received from the sale of said bonds a special fund to be designated as "Street Improvement Fund," which shall be kept by the Treasurer separate from other funds, and used only for the purposes of paying warrants drawn on that fund for the purposes mentioned in this ordinance.

Section 10. It being desirable and necessary to advertise for the sale of said bonds at the earliest date possible, this ordinance shall be in full force and effect immediately upon its final passage by the Common Council and its approval by the Mayor.

Passed the Common Council the ... day of ... 1908.

Approved by the Mayor the ... day of ... 1908.

Attest: ... Mayor.

Recorder.

On behalf of the '95 Mental Culture Club and the W. C. T. U., of this city, Councilman Josephson tendered to the City of Roseburg the beautiful and serviceable public drinking fountain purchased by these two organizations. The donation carried the conditions that the fountain be installed and maintained at the city's expense. This didn't please Mayor Hoover one bit.

"It will cost about \$100 to install this fountain," he said, "and I think if a gift is to be made to the city it ought to be free from expense on our part still," he added, "once the fountain is the property of the city we would be at liberty to trade it off for several smaller ones, such as is used in Seattle and other big cities."

When the question of accepting the fountain was put to a vote it carried unanimously. Liked with a vote of thanks.

For Free Delivery. J. D. Zurcher, secretary of the

One of the Essentials

of the happy homes of to-day is a vast fund of information as to the best methods of promoting health and happiness and right living and knowledge of the world's best products.

Products of actual excellence and reasonable claims truthfully presented and which have attained to world-wide acceptance through the approval of the Well-Informed of the World; men of independent mind, but of the many who have the happy faculty of entering and obtaining the best of the world's affairs.

One of the products of this class, of known reputation, is an Elixir of Senna, the well-known Syrup of Figs and Elixir of Senna. To get its beneficial effects always buy the genuine, manufactured by the California Fig Syrup Co., only, and for sale by all leading druggists.

Roseburg Commercial Club, addressed the council in regard to a petition to the postmaster general, signed by hundreds of Roseburg citizens, asking for the establishment of a free mail delivery in this city. Mr. Zurcher explained that before such a petition could be granted the streets of the city would have to be designated on posted signs and the houses systematically numbered. The Commercial Club, Mr. Zurcher stated, had outlined different systems for house numbering that merited the consideration of the council. Upon motion, Mayor Hoover appointed a committee, consisting of Josephson, Long and Ryan, to confer on this matter with a committee of the Commercial Club.

Mayor Decides a Question. On behalf of a number of his ward constituency, Councilman Fisher asked for the privilege of constructing a sewer from the intersection of Fowler and Court streets, thence across Pitzer street to Ella street and thence to Douglas street. Mr. Fisher explained that such a sewer would be laid without one cent of expense to the city. Councilman Josephson raised a question as to whether the parties wishing to lay the sewer could prevent anyone else from connecting with it should they desire to do so. He made a motion to refer the matter to the judiciary committee, and the vote stood 5 to 5. This put the question up to the mayor for the deciding vote. Fisher made a strong argument for his cause, and Micelli backed him up with the statement that property owners should be encouraged to build sewers rather than discouraged. These pleas won for the cause, Mayor Hoover casting his vote against the motion. A motion to grant the privilege of laying the sewer was then put to a vote and it carried unanimously.

To Rebuild Sewer. Councilman Josephson brought up that mooted question of the disposition of the Mill and Pine street sewer, which has been troubling the council, likewise several property owners, for the past three years. This sewer was laid in such a manner that it did not make connections, and naturally refused to pay assessments. Those delinquents, together with property owners who really had been benefited by the sewer, sued to enjoin the city from collecting the assessments, but they lost, although in purely technical grounds. Judge Hamilton, before whom the case was tried, held in effect that if those who were not benefited by the sewer should sue the city separately they could not be made to pay. Those who had been benefited, however, were liable to the payment of the amounts assessed against them. In order to hold these latter property owners to payment it was necessary to decide the suit in favor of the city, notwithstanding they were joined in litigation with those who were not benefited.

After discussing the matter for several minutes, the council decided that the best way out of the difficulty was to re-lay the sewer. A committee consisting of Worthington, Patrick and Kohlhagen was named to ascertain the probable cost of the undertaking. While the contractors who laid the sewer did a botch job, they can hardly be held liable because a committee of the council at that time "inspected" the work and pronounced it O. K., whereupon it was formally accepted by the council.

Miscellaneous. H. J. Robinson was awarded a contract for the grading and graveling of West First street and First Avenue North, in Kinney's addition. Mr. Robinson submitted the only bid for the work. It was \$455, or only \$55 above the city engineer's estimate.

Chairman Wright of the light committee, recommended the installation of a 32-candle power incandescent light on upper Douglas street, between the arc light and an incandescent light at the summit of the hill. Accepted.

A resolution providing for a sewer on Douglas street, from Pitzer to Claire street, was adopted. City Treasurer reported \$1,325.40 on hand at the end of the quarter, June 30.

Doctors Could Not Help Her. "I had kidney trouble for years," writes Mrs. Raymond Conner, of Shelton, Wash., "and the doctors could not help me. I tried Foley's Kidney Cure, and the very first dose gave me relief and I am now cured. I cannot say too much for Foley's Kidney Cure." It makes the diseased kidneys sound so they will eliminate the poisons from the blood. Unless they do this, good health is impossible. Get Foley's Kidney Cure.

TEA You can have it good if you want to Or bad if you don't take care.

Your grocer returns your money if you don't like his billings. Best, we pay him

BANK CLERK SHORT

\$2500 Missing--Too Much Poker Causes Downfall

TABRIZ RUNS RED AGAIN

Shepard, New York Sprinter, Breaks Record for 800 Meters—Ship Pounds to Pieces

Special to the Evening Review. SEATTLE, Wash., July 21.—Poker caused the downfall of William C. Pruin, a Cornell graduate, and bookkeeper of the Dexter-Horton bank, who was arrested today on the charge of embezzlement of \$2500 of the bank's funds. Pruin has confessed to stealing \$300. His father is the cashier in a bank at Glenn Falls, N. Y.

Blood Still Flows. ST. PETERSBURG, July 21.—M. Pohlmann, the Russian consul at Tabriz, Persia, has wired that women and children are appealing to him for protection from the Shah's troops, who are resuming the horrible massacre of last week.

Shepard Breaks Record. LONDON, July 21.—At the Olympic games today, Melvin W. Shepard, of New York, won the final heat in the 800-meter footrace in the time of 1 minute and 54 4-5 seconds, beating the time made by Pihgrim, of the American team, at Athens, in 1906, by 6 and 2-5 seconds.

To Pardon Buwaldo. SAN FRANCISCO, July 21.—General Funston stated today that Wm. Buwaldo, the soldier, who was sentenced to five years for shaking hands with Emma Goldman, the anarchist, will soon be released. Funston has recommended a full pardon for Buwaldo and he has been unofficially assured that it will be granted. Buwaldo's sentence was recently reduced to three years.

Steamer Hits Reef. SANTA BARBARA, July 21.—The steamer Anubis, from San Francisco, is pounding to pieces on a submerged reef between San Miguel and Santa Rosa Islands. Prompt assistance prevented any loss of life among the 75 persons aboard the vessel.

FIRST CLASS PHOTOGRAPHY. Lewis' Successor Now in Full Charge of Leading Studio.

C. F. Prosch, who lately bought the photograph studio conducted by H. O. Lewis in the Roseburg National bank building, is now in full charge. Mr. Prosch is a man of much experience in his line, having spent many years in the business. He learned his trade in Minneapolis, and learned it thoroughly. He was proprietor of a studio for four years in Lucerne and Springfield, Minnesota.

Mr. Prosch is prepared to do all kinds of photography, and enlarges photos to any size—full life size, if desired. Also makes postal cards of the principal streets and scenes in and around Roseburg. He makes a specialty of landscape and pastoral scenes and will make special trips for those desiring such service. Mr. Prosch says his gallery will be the most up-to-date one between Portland and San Francisco, and all his work will be fully guaranteed.

CHARGES AND DEFENSE.

Outline of Booth-Singleton Case as Given by Attorneys.

Portland Oregonian: Introduction of testimony in the Booth conspiracy trial began in the United States Court late yesterday afternoon. The first witness called by the prosecution was Thomas B. Neuhausen, special agent and attorney of the general land office, who identified all of the official papers connected with the exchange by I. Thomas Agee of his homestead for 160 acres of lieu land in Lane county. It was this land the defendants are alleged unlawfully to have acquired through conspiracy. The examination of witnesses for the prosecution is being conducted by United States Attorney McCourt.

The greater part of yesterday was occupied by opposing counsel in presenting the opening addresses to the jury. Tracy C. Becker, special assistant to the United States attorney general, outlined the case for the government, while Dan J. Malarky presented the facts on which the defense will rely to disprove the allegations presented in the indictment.

Becker Explains Law. Mr. Becker prefaced his opening statement with an explanation of the homestead law, which was enacted in 1862 and amended in 1891. He said the government would show that in 1892 "Wild Bill" Bradley, who lived in the Cascade mountains about 60 miles from Roseburg, advised a man named Stearns and I. Thomas Agee, of a desirable tract of grazing land in the mountains near his home and which was ideal for stock raising. Late in the year 1892, Stearns and Agee visited the land and the latter decided to settle on the tract and acquire it under the homestead law. Mr. Becker asserted the government would show further that Agee did not comply with the provisions of the homestead law since he did not actually reside on the land for more than three or four times between 1892 and 1897. In the latter year Agee married and abandoned the claim, after the cabin he had erected had been burned and his cattle killed during his protracted absence from the property. During these five years it is contended by the prosecution that Agee, while he made some improvements on the land, never established a legal residence there but continued to vote and exercise the right of citizenship at Oak Creek, Douglas county, where he lived and cultivated his brother's farm.

The prosecution will also undertake to show that subsequent to 1897 when the 160 acres Agee had been seeking to acquire under the homestead law, together with other land, was added to the forest reserve by proclamation of the president, T. E. Booth, suggested to Agee that he make application for 150 acres of lieu land in exchange for his homestead. Singleton is said to have informed Agee that the Booth-Kelly Lumber Company would provide "cutters to select and locate for him a desirable tract of 160 acres of good timber land in Lane county and at the same time agree to take the land off his hands after he had completed final proof and received his patent. The government also expects to connect James Henry Booth with the alleged conspiracy by proving that, while receiver of the Roseburg land office, he prepared for Agee the application for the lieu land and at the time paid Agee a deposit of \$50 on an agreed consideration of \$300 Agee was to receive from the Booth-Kelly people, when he deeded the property to that corporation. Mr. Becker said it would be shown that when Agee received his patent to the land he went to a lawyer, J. H. Shupe, now deceased, at Roseburg, who prepared the deed transferring the land to the Booth-Kelly Lumber Company. While the consideration named in the deed was only \$10, he said it would further be proved that

the remaining \$250 was advanced by James Henry Booth to Agee when the deed was delivered, and that Booth subsequently recovered the entire \$300 by drawing on the company for that amount. The third defendant, Robert A. Booth, declared Mr. Becker, would be associated with the conspiracy by testimony which would show that he at all times had a knowledge of the transaction and at the request of Agee personally advanced the necessary fees, amounting to about \$12, which were required to complete the lieu land application. The interest of this defendant, concluded the government prosecutor, in the agreement with Agee would be established by proof that Agee deeded the 160 acres to the Booth-Kelly Lumber Company, of which R. A. Booth was president and manager.

Malarky Claims Innocent. Mr. Malarky also devoted considerable time to a discussion of the homestead laws and provisions, and declared that the defendants were not guilty of the offense charged, having not violated the statute in any sense criminally. He maintained that under the law a continuous residence was not required on a homestead, and that intent, rather than an established residence, was the true import of the statute. He contended that there was any provision in the law which prevented a man from contracting to sell or otherwise dispose of lieu land, acquired in exchange for a homestead that had been earned lawfully, even if such an agreement should be made before the exchange in land had been made.

Counsel for the defense commented on the fact that the indictment was returned over three years ago and involved transactions that took place 17 years ago. "Has placed his defense at a serious disadvantage since at least two men, important as witnesses for the defendants, were now dead and several others had left the country and could not be located. Mr. Malarky insisted that Agee had complied with every condition of the homestead law and had established an undisputed claim to the land before the lieu land law of 1897 was enacted. He said that Agee had been unable to get his homestead surveyed, and for that reason could not secure a patent from the government, and, therefore, was fully entitled to all advantages offered under the terms of the lieu land act. The defense, he said, would prove that because of the intimidation of Agee by Bill Bradley, who was virtually an outlaw, Agee concluded, that he did not desire longer to live in such a community and began negotiations looking to the acquisition of lieu land, having heard of the provisions of that act.

Winger Hermann Involved. Witnesses would be produced, declared Mr. Malarky, who would testify that Agee, having reached this conclusion, consulted with his neighbor, Roland Agee, who was then deputy sheriff of Douglas county. He then took the matter up with Winger Hermann, commissioner of the general land office, who agreed to lend his services toward securing for Agee lieu land. Later these negotiations were prosecuted further by A. M. Crawford, the present state attorney-general, correspondence on the subject passing between Agee and his attorney with the general land office. Later Agee went to the land office at Roseburg and applied personally for the exchange of land. I. H. Booth, who was at that time receiver of the Roseburg land office, assisting him to prepare the necessary papers. Mr. Malarky repeatedly asserted that all these details were conducted prior to the time the defendants on trial were alleged to have participated in the transaction, and that Agee subsequently had the right to dispose of the lieu land to the Booth-Kelly Lumber Company or to any other person or corporation at his pleasure.

In conclusion, Mr. Malarky re-stated the methods that had been employed by the prosecution, which, he charged, had kept its principal witness, Agee, under the personal charge of a Deputy United States Marshal ever since the witness had reached the city.

REAL ESTATE TRANSFERS. J. C. Mulvey to W. E. Clingenpeel, \$75; lot 4, block 69, Kinney's addition to Roseburg.

ROSEBURG IN 2ND PLACE

SALEM, Or., July 21.—On the 600-yard range today, finishing the company team shoot of the Oregon National Guard, Company M., of Salem, scored 153 points, winning the trophy cup for the second time. Company D., of Roseburg, made 151 points, jumping from fourth to second place, displacing Company E., of Cottage Grove, which made 145, crowding Company K., of Portland, out of third place. Company K's score was 121.

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