

ADJUDICATE WATER RIGHTS.
(Continued from page 1.)

of this company diverted practically the entire flow of the Tumello. Homesteaders living farther down on the stream, who had taken out small ditches for the irrigation of garden tracts and a small acreage of grain, found themselves deprived of water and their gardens burned up. They were also forced to haul water from the creek for domestic purposes. These homesteaders claimed at the time that more water was being diverted by the concerns above them than could be put to beneficial use, and that much of the water went to waste.

These complaints were made last summer. Who are in the right and who are in the wrong; who has prior right to the water and who does not is not known. Again the advantage of the new law is readily seen when it is considered that the water board will take up these matters of dispute, will adjudicate all water rights, and thereafter no further trouble can arise over the question of ownership of water and the diversion thereof. That will be settled for all time, and no man will be allowed to divert more than he uses.

SYNOPSIS OF GAME LAWS.

Facts That Will Be of Interest to Central Oregon Hunters.

Buck deer—Except in Baker, Grant, Harney, Malheur, Umatilla, Union and Wallawa, the open season extends from August 1 to November 1. In the counties named it extends from September 15 to November 1.

Silver-gray squirrel—Open season extends from October 1 to January 1.

Chinese pheasants—Except in Josephine, Jackson, Hood River and Malheur, open season extends from October 15 to November 15. In counties named there is no open season.

Native pheasants and grouse—Except in Union, Wallawa, Baker, Umatilla and Grant the open season extends from October 15 to November 15. In the counties named the open season extends from August 15 to October 1.

Prairie chicken—Except in Grant, Harney and Umatilla counties the open season extends from September 1 to October 15. In the counties named there is no open season.

Sage hen and sage cock—Open season extends from August 1 to November 1.

Quail—Except in Jackson and Josephine counties the open season extends from October 15 to November 15. In the counties named the open season extends from October 15 to December 15. No open season for quail in Grant, Harney, Gilliam, Umatilla, Wheeler, Morrow and Malheur.

Doves or wild pigeons—Open season extends from September 15 to January 1.

Ducks—In Multnomah, Columbia and Clatsop open season extends from September 1 to January 15. In Harney, Malheur, Morrow, Umatilla, Wallawa, Union, Baker and Grant open season extends from September 1 to April 1. In Coos, Curry and Lake open season extends from September 15 to March 15. In Klamath county the open season extends from September 15 to February 1. In counties not named open season extends from October 15 to February 15.

Geese and swan—Except in Harney, Baker, Union, Wallawa, Sherman, Gilliam, Grant, Klamath, Malheur and Lake open season extends from October 1 to March 1. In the counties named it extends from September 1 to May 1.

Honker geese—In Grant, Harney and Malheur the open season extends from September 1 to March 1. In all other counties it extends from September 1 to May 1.

Shore and wading birds—Open season extends from October 1 to April 1.

Bag limit—Sage hens and cocks, quails, prairie chickens, and other upland birds, five in one day or ten in one week; ducks 35 in one week; deer, five in one season; shore and wading birds, 50 in one week; geese and swan, no limit.

It is always unlawful—To sell, offer for sale, barter or exchange, ship, carry or transport beyond the boundaries of this state any deer, moose, mountain sheep, elk, silver gray squirrel, swan, prairie chicken, grouse and all species of upland birds and ducks.

To hunt without a license; to hunt or kill any mountain sheep or antelope; to hunt or kill any elk until August 1, 1919; to kill beaver or to kill deer less than one year old; to run down with dogs or hunt deer at night.

To kill China cocks in Jackson, Josephine, Hood River or Malheur counties or to kill hens anywhere in the state; to mutilate carcasses so as to disguise sex; to hunt or kill any silver, golden, copper, Japanese or Reeves pheasants, English or Hungarian partridge or Bob White quail; to kill quail or China pheasants in Grant, Harney, Gilliam, Umatilla, Wheeler, Morrow or Malheur until October 15, 1915.

To trap, or destroy nests of protected game birds; to operate any sink, box sink or snook boat, skiff or launch, except in the Willamette river above Oregon City and in Yaquina and Coos bays; to hunt with batteries, swivel gun, fire, flashlight or blinds more than 100 feet from shore; to shoot on enclosed lands without permission; to ship or sell deer-skins without being properly tagged.

Penalties—For transporting game outside the state, \$100 to \$500 fine and imprisonment; for violation of any game laws, from \$15 to \$500 fine; for hunting without a license, from \$25 to \$500 fine and imprisonment.

When a store uses only a small amount of space in its ads., it is construed to mean that its message is small and unimportant.

Reliable Seeds

So much has already been said on the importance of buying your seeds from a reliable dealer that to repeat it is only waste of words. **DMG** Seeds have proved their worth—our increasing business is proof indeed that merit alone has made the



OFFICIAL CHARTER OF The First National Bank OF BEND.

No. 925
Treasury Department, Office of Comptroller of the Currency, Washington, D. C., March 11, 1909.

WHEREAS, by satisfactory evidence presented to the undersigned, it has been made to appear that "The First National Bank of Bend," in the town of Bend, in the county of Crook, and state of Oregon, has complied with all the provisions of the Statutes of the United States, required to be complied with before an association shall be authorized to commence the business of banking.

Now, therefore, I, Lawrence O. Murray, Comptroller of the Currency, do hereby certify that "The First National Bank of Bend," in the town of Bend, in the county of Crook, and state of Oregon, is authorized to commence the business of banking as provided in Section Fifty-one hundred and sixty-nine of the Revised Statutes of the United States.

IN TESTIMONY WHEREOF, witness my hand and seal of office this seventeenth day of March, 1909.

LAWRENCE O. MURRAY,
Comptroller of the Currency.

NOTICE FOR PUBLICATION
Department of the Interior,
U. S. Land Office at The Dalles, Oregon,
March 25th, 1909.

Notice is hereby given that Arthur G. Ely, of Bend, Oregon, who, on April 16th, 1904, made Homestead Entry (Serial No. 23141) No. 1338, for NE 1/4 Sec. 10, Tp. 18 S., R. 12 E., W. M. 1, has filed notice of intention to make Final Five-Year Proof, to establish claim to the land above described, before H. C. Ellis, United States Commissioner, at his office at Bend, Oregon, on the 15th day of May, 1909.

Claimant names as witnesses: Fred A. Hunnell, Edward F. Brosterhouse, Lavern O. Reed and Lethrop H. McCann, all of Bend, Oregon.

C. W. MOORE, Register.

NOTICE FOR PUBLICATION.
United States Land Office,
The Dalles, Oregon, April 1, 1909.

Notice is hereby given that the Northern Pacific Railway Company, whose post office address is St. Paul, Minnesota, has this 13th day of March, 1909, filed in this office its application to select under the provisions of the Act of Congress, approved July 1, 1901 (30 Stat. 507, 508) as extended by the Act of Congress, approved May 17, 1906, the NE 1/4 of SE 1/4 Section 26, Tp. 30 S., R. 11 E., W. M. 1.

Any and all persons claiming adversely the lands described, or desiring to object because of the mineral character of the land, or for any other reason, to the disposal in applicant, should file their affidavits of protest in this office, on or before the 25th day of May, 1909.

214-0219 C. W. MOORE, Register.

NOTICE FOR PUBLICATION.
Department of the Interior,
U. S. Land Office at The Dalles, Oregon,
April 6th, 1909.

Notice is hereby given that Frederick A. Hunnell, of Bend, Oregon, who, on April 16th, 1904, made Homestead Entry (Serial No. 23141) No. 1338, for NE 1/4 & SW 1/4 Sec. 10, Tp. 18 S., R. 12 E., W. M. 1, Township 18 South, Range 12 East, Willamette Meridian, has filed notice of intention to make Final Five-Year Proof, to establish claim to the land above described, before H. C. Ellis, United States Commissioner, at his office at Bend, Oregon, on the 15th day of May, 1909.

Claimant names as witnesses: Arthur G. Ely, Lavern O. Reed, Ralph E. Lewis and John Steidl, all of Bend, Oregon.

221-0219 C. W. MOORE, Register.

NOTICE FOR PUBLICATION.
Department of the Interior,
U. S. Land Office at Lakeview, Oregon,
April 12, 1909.

Notice is hereby given that Edward G. Roark, of Roseland, Oregon, who on Dec. 15, 1907, made Homestead Entry No. 303 (Serial No. 01514), for SE 1/4 Section 20, Township 21 South, Range 11 East, Willamette Meridian, has filed notice of intention to make Final Five-Year Proof, to establish claim to the land above described, before H. C. Ellis, United States Commissioner, at his office at Bend, Oregon, on the 25th day of May, 1909.

Claimant names as witnesses: Charles W. Richie, George T. Ely, Hubert G. Caldwell and Job S. Bugue, all of Roseland, Oregon.

211-0220 J. N. WATSON, Register.

SUMMONS.
IN THE CIRCUIT COURT OF THE STATE OF OREGON, FOR THE COUNTY OF CROOK.

The Deschutes Irrigation & Power Company, a Corporation, Plaintiff,
vs.
W. H. Cooper, and the State Land Board of Oregon, Defendants.
To W. H. Cooper, Defendant.

In the name of the State of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit within six weeks from the day of the first publication of this summons, and if you fail so to appear and answer for want thereof the plaintiff will apply to the Court for the relief prayed for in the complaint, to-wit: For the cancellation and setting aside of a certain contract dated the 24th day of December, 1906, made between you and said Plaintiff relating to the purchase of certain lands and the water rights appurtenant thereto, situate in Crook County, Oregon, and for such other and further relief as may seem to the Court just and equitable.

This summons is served upon you by publication by authority of an order of the Honorable H. C. Ellis, County Judge of Crook County, Oregon, and said order is dated March 13, 1909, and is duly made and entered in said Court and suit.

Date of first publication March 17th, 1909.
JESSE STEARNS and JOHN H. HALL,
Attorneys for Plaintiff.

SUMMONS.
In the Circuit Court of the State of Oregon, for the County of Crook.

The Deschutes Irrigation & Power Company, a Corporation, Plaintiff,
vs.
Wm. H. Cumming and the State Land Board of Oregon, Defendants.
To Wm. H. Cumming, Defendant.

In the name of the State of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit within six weeks from the day of the first publication of this summons, and if you fail so to appear and answer for want thereof the plaintiff will apply to the Court for the relief prayed for in the complaint, to-wit: For the cancellation and setting aside of a certain contract dated the 27th day of November, 1905, made between you and said Plaintiff relating to the purchase of certain lands and the water rights appurtenant thereto, situate in Crook County, Oregon, and for such other and further relief as may seem to the Court just and equitable.

This summons is served upon you by publication by authority of an order of the Honorable H. C. Ellis, County Judge of Crook County, Oregon, and said order is dated March 13, 1909, and is duly made and entered in said Court and suit.

Date of first publication March 17th, 1909.
JESSE STEARNS and JOHN H. HALL,
Attorneys for Plaintiff.

SUMMONS.
In the Circuit Court of the State of Oregon, for the County of Crook.

The Deschutes Irrigation & Power Company, a Corporation, Plaintiff,
vs.
W. F. Sloan, and the State Land Board of Oregon, Defendants.
To W. F. Sloan, Defendant.

In the name of the State of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit within six weeks from the day of the first publication of this summons, and if you fail so to appear and answer for want thereof the plaintiff will apply to the Court for the relief prayed for in the complaint, to-wit: For the cancellation and setting aside of a certain contract dated the 24th day of September, 1907, made between you and said Plaintiff relating to the purchase of certain lands and the water rights appurtenant thereto, situate in Crook County, Oregon, and for such other and further relief as may seem to the Court just and equitable.

This summons is served upon you by publication by authority of an order of the Honorable H. C. Ellis, County Judge of Crook County, Oregon, and said order is dated March 13, 1909, and is duly made and entered in said Court and suit.

Date of first publication March 17th, 1909.
JESSE STEARNS and JOHN H. HALL,
Attorneys for Plaintiff.

SUMMONS.
In the Circuit Court of the State of Oregon, for the County of Crook.

The Deschutes Irrigation & Power Company, a Corporation, Plaintiff,
vs.
Annie M. Ingell, and the State Land Board of Oregon, Defendants.
To Annie M. Ingell, Defendant.

In the name of the State of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit within six weeks from the day of the first publication of this summons, and if you fail so to appear and answer for want thereof the plaintiff will apply to the Court for the relief prayed for in the complaint, to-wit: For the cancellation and setting aside of a certain contract dated the 24th day of July, 1905, made between you and said Plaintiff relating to the purchase of certain lands and the water rights appurtenant thereto, situate in Crook County, Oregon, and for such other and further relief as may seem to the Court just and equitable.

This summons is served upon you by publication by authority of an order of the Honorable H. C. Ellis, County Judge of Crook County, Oregon, and said order is dated March 13, 1909, and is duly made and entered in said Court and suit.

Date of first publication March 17th, 1909.
JESSE STEARNS and JOHN H. HALL,
Attorneys for Plaintiff.

NOTICE FOR PUBLICATION.
Department of the Interior,
U. S. Land Office at The Dalles, Oregon,
February 19, 1909.

Notice is hereby given that—
Elsie F. Durnall
of Portland, Oregon, who, on December 10, 1906, made timber and stone sweren statement No. 666, Serial No. 0429, for NE 1/4 Sec. 10, Tp. 30 S., R. 10 E., lot 6 and NE 1/4 Sec. 6, Tp. 30 S., R. 11 E., Willamette Meridian, has filed notice of intention to make Final Proof, to establish claim to the land described, before Register and Receiver, at The Dalles, Oregon, on the 6th day of May, 1909.

Claimant names as witnesses: Arthur F. Donahue, of Lakeview, Oregon; John A. Tracy of Portland, Oregon; Mrs. Anna Landea of Clackamas, Oregon; John Bloss of Sisters, Oregon; Charles Boyd of Bend, Oregon.

223-225 C. W. MOORE, Register.

SUMMONS.
In the Circuit Court of the State of Oregon, for the County of Crook.

The Deschutes Irrigation & Power Company, a Corporation, Plaintiff,
vs.
W. R. Kelley, and the State Land Board of Oregon, Defendants.
To W. R. Kelley, Defendant.

In the name of the State of Oregon: You are hereby required to appear and answer the complaint filed against you in the above entitled suit within six weeks from the day of the first publication of this summons, and if you fail so to appear and answer for want thereof the plaintiff will apply to the Court for the relief prayed for in the complaint, to-wit: For the cancellation and setting aside of a certain contract dated the 15th day of June, 1906, made between you and said Plaintiff relating to the purchase of certain lands and the water rights appurtenant thereto, situate in Crook County, Oregon, and for such other and further relief as may seem to the Court just and equitable.

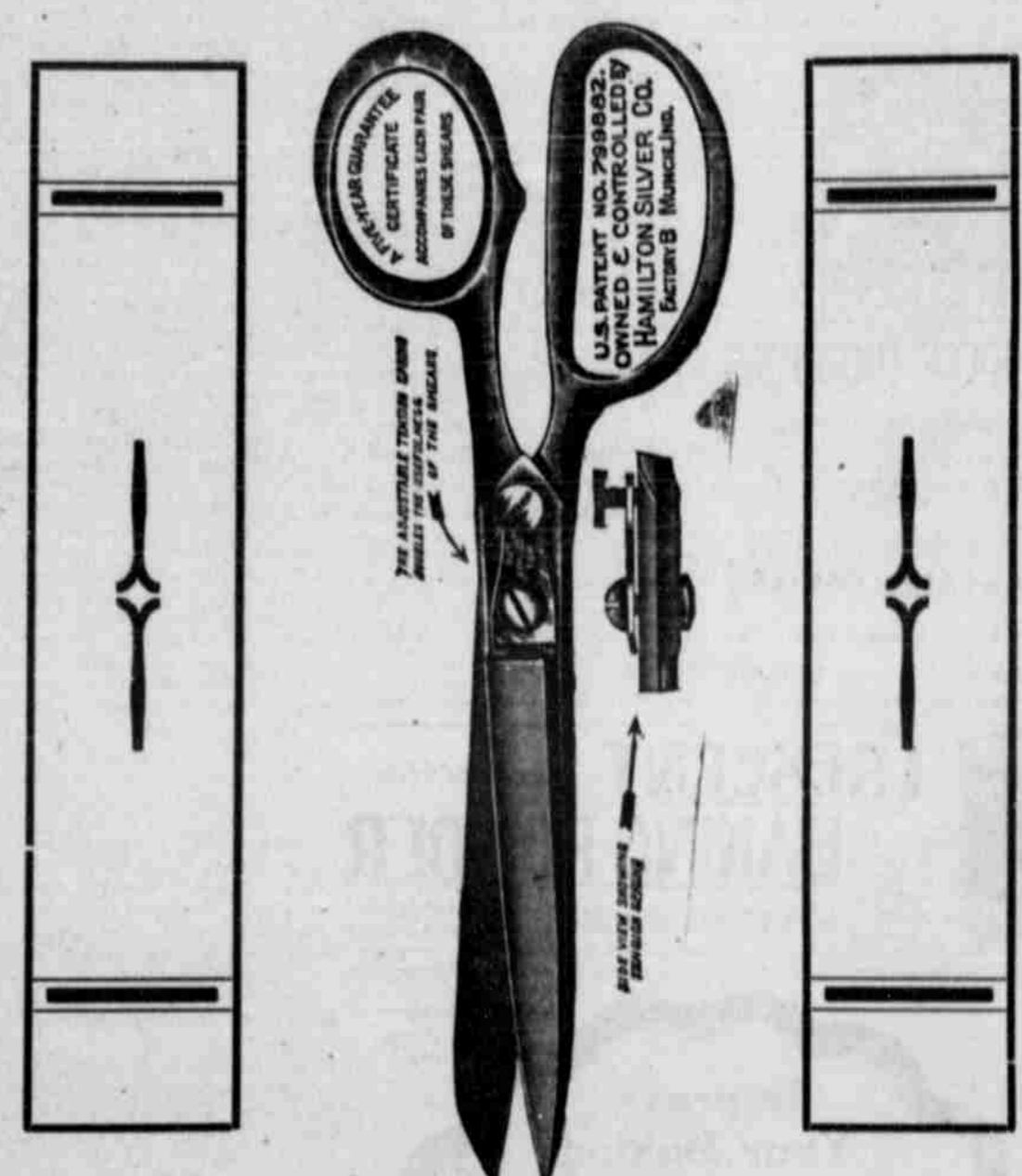
This summons is served upon you by publication by authority of an order of the Honorable H. C. Ellis, County Judge of Crook County, Oregon, and said order is dated March 13, 1909, and is duly made and entered in said Court and suit.

Date of first publication March 17th, 1909.
JESSE STEARNS and JOHN H. HALL,
Attorneys for Plaintiff.

These Patent Tension Shears

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