BELIEVES ITALY WORLD'S MODEL IN GOVERNMENT

Mussolini Proudly Watches Spirit of Fascism Spread Words Seem Often Addressed to Entire World

By John Evans.

ROME. — (AP) — Mussolini proudly watches the spirit of fascism march around the world.

Being premier of Italy, he must not directly inspire political movements in other countries, but he always holds up Italy as an example of how the proper kind of "revolution" can save a country.

His words often seem addressed to all the rest of the world.

"They or us," he said in a message to his black shirts at the beginning of his ninth year in power, picturing the world as a battlefield between his revolutionary ideas and older forms of government.

Fights Reflect Fascism.

He sees, already, in a dozen countries, outbreaks of turbulent men, frequently like his black shirts, who once fought in the streets, knife in one hand, gun in the other, crushing the disorder Italy's feeble government could not or did not control. Then he tossed out the government.

Hitlerism in Germany and Austria, similar movements in Finland, Norway, Sweden, Denmark, Belgium and Holland, stern "duty" killings in Japan and the fight of Australia's "White Guard" against radicalism—all these encourage the Duce's followers to think the Italian idea will sweep the world.

The band of revolutionary thought which may everywhere soon become action, stretches clear across Europe from south to north.

Hitler and his brown shirts are evident disciples of Mussolini. Hitler was expected to visit the duce last year, but Mussolini felt it might seem bad form to encourage so openly a revolution in Germany and Hitler promptly found that work would keep him at home.

Once Mussolini was quoted as saying, "Fascism is not an article of exportation." He denied that, two years ago, and substituted the phrase, "Fascism in idea, doctrine and realization is universal."

Stresses Spiritual Idea.

"We are struggling against a world in its decline," he said in one of his messages. "Once the battleground of fascism was Italy, now it is the world and everywhere one fights for or against fascism."

Fascism, before and for some time after Mussolini's famous march on Rome, October 28, 1922, was a war veterans' struggle to save the country from anarchy, riots, communism and terror.

Today, says Mussolini, in a definition soon to be published in the Encyclopaedia Italiana, "fascism is a religious conception" and "in addition to being a system of government is also, and above all, a system of thought."

Discipline is a cardinal principle. Several millions in the various fascist organizations take an oath of allegiance to the duce, pledging their lives to defend him and fascism.

Mussolini, having disciplined his men, disciplines parliament until it is merely a counsellor, almost automatically approving all measures, initiating almost none. Lately he has turned it to the less tangible aspects of fascism.

Takes Own Medicine.

He settled the long quarrel between church and state, paid homage to the pope, and disciplined himself into a reverential conduct to the church which is at variance with his earlier attitude.

While strengthening fascism at home, Mussolini, even two years ago, foresaw "a fascist Europe, a Europe with institutions inspired by the doctrine and practice of fascism."

Fascism, which he believes is spreading and will spread, is for him the solution of "the 20th century state," for "it solves the triple problem of relations between state and individual, state and groups and relations among groups," meaning the strongly organized, state-supervised "corporations" of employers and employes, industries and professions.

"Therefore," says the duce, "we smile when funereal prophets number our days."

Heflin To Stump In Demo's Behalf

MONTGOMERY, Ala., Aug. 3.—(AP) Former Senator J. Thomas Heflin announced today he will take the stump this fall in behalf of the Democratic presidential ticket, speaking in Nebraska, Kansas, Colorado, California and other western states.

He predicted the election of Franklin D. Roosevelt and John N. Garner by one of the largest majorities the party ever received.

Consumers Must Pay Power Tax

WASHINGTON, Aug. 3.—(AP)—The 3 per cent tax on electrical energy levied in the new revenue act must be paid by the consumer of electricity. Regulations issued by the internal revenue bureau provide that municipally owned plants must add 3 per cent of a customer's bill when it is rendered each month to provide for the levy.

Grandpa Rattler 43 Inches Long

THE DALLES, Ore., Aug. 3.—(AP)—The death of the granddaddy of the rattlesnake clan of the Antelope country is reported by Kenneth A. De War, southern Wasco county rancher. The snake was 43 inches long and four inches thick, he said. Although it had only six rattles, those versed in the lore of snakes estimated its age at about 30 years.

NOTICE OF SALE

In Equity No. 9264

In the District Court of the United States for the District of Oregon.

Calvin Fentress, a resident of Illinois, as Trustee, Plaintiff,

vs.

Owen-Oregon Lumber Co., a Delaware corporation, and Medford Logging Railroad Company, an Oregon corporation, Defendants.

Pursuant to the authority in me vested as a Special Master by decree of the District Court of the United States for the District of Oregon entered in this cause upon the 12th day of July, 1932, I hereby give notice that the properties hereinafter described will be sold by me at public auction to the highest and best bidder for cash, subject to confirmation by the Court at the principl or front door of the County Court House in the Town or City of Medford, in the County of Jackson, State of Oregon, beginning at twelve o'clock noon on the 22nd day of August, 1932. The said properties are to be sold pursuant to said decree for the payment in full, or on account, of the amounts due on said bonds and coupons in the sum of Two Million Four Hundred Sixty-three Thousand Two Hundred and Twenty Dollars and Forty-five Cents ($2,463,220.45), and with interest thereon to July 5, 1932, and the sum of Eight Thousand One Hundred Fifty Dollars ($8,150), together with interest on One Hundred Fifty Dollars ($150), at the rate of ten per cent. (10%) per annum from and after December 18, 1931, together with costs of this cause, payment of all of which amounts is secured by an original mortgage-deed-of-trust dated November 16, 1925, from said Owen-Oregon Lumber Co. and said Medford Logging Railroad Company to the above named plaintiff and First Iowa State Trust & Savings Bank, as Trustees, recorded in Jackson County, Oregon, on January 26, 1926, and there recorded in Volume 69, at pages 522-557, of the Mortgage Records and indexed on the same day in Chattel Mortgage Records, and a certain supplement thereto, referred to in said decree, and recorded in said Jackson County on October 31, 1927, in Volume 79, at pages 26-35 of Mortgage Records of said county and on the same day indexed in Chattel Mortgage Records, (the plaintiff herein having been found and declared to be the sole qualified and acting trustee under said mortgages by order of this Court dated April 6, 1932, and by said decree). Said properties so to be sold are as follows:

All and singular the following described property lying west of the Willamette Meridian and south of the Base Line, in Jackson County, in the State of Oregon, to-wit:

(In the following descriptions Sections are given immediately under the Townships in which they lie, and the portions of each Section are designated immediately after the number of such Sections. The abbreviation "Sec." means Section; "NE¼" means Northeast quarter; "NW¼" means Northwest quarter; "SW¼" means Southwest quarter; "SE¼" means Southeast quarter; "N½" means North half; "S½" means South half; "E½" means East half; and "W½" means West half. The character "°" means degrees; the character "'" means minutes; and the character """ means seconds. All lands herein described lie South of the Base Line and East of the Willamette Meridian.)

First: Fee Simple Lands

In Township 33 South, Range 1 East:
Sec. 25: N½ of N½; SE¼ of NE¼; SW¼ of NW¼; and E½ of SE¼.
Sec. 26: SE¼ of NE¼; NE¼ of SW¼; S½ of SW¼; and SE¼.
Sec. 34: SW¼ of SW¼.
Sec. 36: All.
In Township 33 South, Range 2 East:
Sec. 14: SW¼.
Sec. 19: SW¼ of SW¼.
Sec. 21: S½ of SW¼; and SW¼ of SE¼.
Sec. 22: All.
Sec. 24: NW¼ of NE¼; N½ of NW¼; and SW¼ of NW¼.
Sec. 26: SE¼.
Sec. 27: SW¼ of SW¼.
Sec. 28: NE¼; SW¼; and S½ of SE¼.
Sec. 29: NE¼ of NW¼; and S½.
Sec. 30: NE¼ of SW¼; NW¼ of SW¼, or Lot 3; SE¼ of SW¼; and SE¼.
Sec. 31: NE¼ of NE¼; and W½ of NW¼, or Lots 1 and 2.
Sec. 32: N½; N½ of S½; and S½ of S½, or Lots 1, 2, 3 and 4.
Sec. 33: W½ of NE¼; NW¼; N½ of SW¼; and S½ of SW¼, or Lots 1 and 2.
Sec. 34: N½; N½ of S½; and S½ of S½, or Lots 1, 2, 3 and 4.
Sec. 36: N½; N½ of S½; and S½ of S½, or Lots 1, 2, 3 and 4.
In Township 33 South, Range 3 East:
Sec. 27: E½ of SE¼.
Sec. 34: E½ of NE¼; NE¼ of NE¼ of SW¼; W½ of E½ of SW¼; SE¼ of SE¼ of SW¼; NE¼ of SE¼; E½ of W½ of SE¼; NW¼ of NW¼ of SE¼; and SW¼ of SW¼ of SE¼.
In Township 34 South, Range 1 East:
Sec. 1: N½ of N½, or Lots 1, 2, 3 and 4; S½ of N½; and S½.
Sec. 10: NW¼.
Sec. 12: N½ of NE¼; SE¼ of NE¼; S½ of SW¼; NE¼ of SE¼; and S½ of SE¼.
Sec. 13: S½ of NE¼; E½ of SW¼; and SE¼.
Sec. 14: N½ of SW¼; SW¼ of SW¼; and SE¼ of SE¼.
Sec. 23: NW¼ of NE¼; SE¼ of SE¼.
Sec. 24: All.
Sec. 25: W½ of NW¼; N½ of SW¼; and SE¼ of SW¼.
Sec. 26: NE¼; S½ of NW¼; N½ of SW¼, and E½ of SE¼.
Sec. 28: NE¼; and NW¼ of SE¼.
Sec. 30: E½; and E½ of W½.
Sec. 36: NE¼ of NE¼.
In Township 34 South, Range 2 East:
Sec. 3: NW¼, or Lots 3, 4, 5 and SE¼ of NW¼.
Sec. 4: N½ of N½, or Lots 1, 2, 3 and 4; S½ of N½; SW¼; W½ of SE¼; and SE¼ of SE¼.
Sec. 5: SW¼ of NE¼; S½ of SW¼; and SE¼.
Sec. 6: N½ of N½, or Lots 1, 2, 3 and 4; S½ of NE¼; SW¼ of NW¼, or Lot 5; SE¼ of NW¼; NE¼ of SW¼; W½ of SW¼, or Lots 6 and 7; SE¼ of SW¼; and SE¼.
Sec. 7: NE¼; E½ of NW¼; W½ of NW¼, or Lots 1 and 2; NE¼ of SW¼; NW¼ of SW¼, or Lot 3; and N½ of SE¼.
Sec. 8: NW¼ and N½ of SW¼.
Sec. 18: E½ of NW¼; and W½ of NW¼, or Lots 1 and 2; SW¼ of SW¼, or Lot 4 and SE¼ of SW¼.
Sec. 22: SE¼ of NE¼; E½ of NW¼; NE¼ of SW¼; NW¼ of SW¼, or Lot 3; and NE¼ of SE¼.
Sec. 23: SW¼ of NE¼; W½ of NW¼; SW¼; W½ of SE¼; and SE¼ of SE¼.
Sec. 24: E½ of NE¼, or Lots 1 and 2; and W½ of NE¼.
Sec. 27: NW¼ of SE¼; SW¼ of SE¼, or Lot 6; and SE¼ of SE¼, or Lot 7.
Sec. 28: E½ of NE¼; and N½ of SE¼.
Sec. 29: S½ of SW¼; and SW¼ of SE¼.
Sec. 30: SW¼ of SW¼, or Lot 4; SE¼ of SW¼; NE¼ of SE¼; and SW¼ of SE¼.
Sec. 31: NE¼; E½ of NW¼; W½ of NW¼, or Lots 1 and 2; and SE¼.
Sec. 32: All.
Sec. 33: W½ of SW¼; S½ of NE¼ of SE¼; NW¼ of SE¼; and S½ of SE¼.
Sec. 34: N½ of NE¼; SW¼ of NE¼; and NE¼ of NW¼.
In Township 34 South, Range 3 East:
Sec. 1: SE¼.
Sec. 2: NW¼ of NW¼, or Lot 4; and SE¼.
Sec. 3: N½ of NE¼, or Lots 1 and 2; and S½ of NE¼.
Sec. 8: NW¼.
Sec. 9: SW¼ and W½ of SE¼.
Sec. 10: E½ of NE¼.
Sec. 11: E½ of NE¼; N½ of NW¼; and E½ of SE¼.
Sec. 12: NW¼ of NE¼; NE¼ of NW¼; and S½ of NW¼.
Sec. 13: NE¼ of SW¼; and W½ of SE¼.
Sec. 14: W½ of SW¼.
Sec. 15: NE¼; E½ of NW¼; SE¼ of SW¼; and S½ of SE¼.
Sec. 17: All.
Sec. 18: NE¼.
Sec. 21: S½ of NE¼; SE¼ of NW¼; and NE¼ of SE¼.
Sec. 22: N½ of N½; S½ of NW¼; SW¼; and W½ of SE¼.
Sec. 24: NW¼ of NW¼; NE¼ of SW¼; and SW¼ of SW¼.
Sec. 26: W½; and SE¼.
Sec. 28: S½.
Sec. 30: NE¼; NW¼ of NW¼, or Lot 1; E½ of NW¼; and E½ of SE¼.
Sec. 31: N½ of SW¼ of NE¼; and E½ of SW¼.
Sec. 32: E½.
Sec. 34: S½ of NE¼; S½ of SW¼; and SE¼.
In Township 35 South, Range 1 East:
Sec. 1: SW¼ of NE¼; SE¼ of NW¼; NE¼ of SW¼; and NW¼ of SE¼.
Sec. 4: SE¼.
Sec. 8: NE¼ of NE¼; and SW¼ of NE¼.
Sec. 10: N½ of NE¼; SE¼ of NE¼; and NE¼ of SE¼.
Sec. 11: NE¼; SE¼ of NW¼; and N½ of SE¼.
Sec. 12: NE¼ of NW¼; and S½ of NW¼.
Sec. 14: SW¼.
Sec. 15: NW¼ of NW¼.
Sec. 16: NE¼ of NE¼; S½ of NE¼; NE¼ of SW¼; and W½ of SE¼.
Sec. 24: E½ of NE¼, and N½ of SE¼.
In Township 35 South, Range 2 East:
Sec. 2: NE¼ of NE¼, or Lot 1; S½ of NE¼; SW¼ of NW¼; N½ of SW¼; and N½ of SE¼.
Sec. 3: S½ of SW¼.
Sec. 4: N½ of NE¼, or Lots 1 and 2; SE¼ of NE¼; N½ of NW¼, or Lots 3 and 4; S½ of NW¼; SW¼; and NE¼ of SE¼.
Sec. 5: N½ of N½, or Lots 1, 2, 3 and 4; S½ of N½; and S½.
Sec. 6: N½ of NE¼, or Lots 1 and 2; S½ of NE¼; NE¼ of NW¼, or Lot 3; SE¼ of NW¼; and SE¼.
Sec. 7: N½ of NE¼; SE¼ of NE¼; NW¼ of SW¼, or Lot 3; and NE¼ of SE¼.
Sec. 8: N½ of N½; NE¼ of SE¼; and S½ of SE¼.
Sec. 9: NE¼; N½ of NW¼; E½ of SW¼; and SE¼.
Sec. 10: All, except 75 acres out of the S½ of NE¼ and N½ of SE¼.
Sec. 11: NE¼; SE¼ of NW¼; and S½, except 10 acres out of the SE¼ of SW¼.
Sec. 12: N½ of SW¼; N½ and SW¼, of SW¼ of SW¼; SE¼ of SW¼; and SE¼.
Sec. 14: E½ and W½ of W½.
Sec. 15: NE¼; N½ of NW¼; NW¼ of SW¼; and NE¼ of SE¼.
Sec. 16: N½ of NE ¼.
Sec. 18: W½ of NE¼; SE¼ of NE¼; W½ of SW¼, or Lots 3 and 4; SE¼ of SW¼; and SE¼.
Sec. 19: W½ of SW¼, or Lots 3 and 4; and E½ of SW¼.
Sec. 20: N½ of NE¼; SW¼ of NE¼; NW¼; and N½ of SW¼.
Sec. 22: All.
Sec. 24: All.
Sec. 26: All.
Sec. 27: W½ of E½.
Sec. 28: NE¼; N½ of NW¼; SE¼ of NW¼; S½ of SW¼; and SE¼.
Sec. 29: N½ of NE¼; and SW¼ of NE¼.
Sec. 30: N½ of NE¼.
Sec. 34: All, except three acres near the point common to Sections 11, 12, 13 and 14 of this township, particularly described in a release recorded in said Jackson County in Mortgage Book 95, at page 57.
In Township 35 South, Range 3 East.
Sec. 1: SE¼ of SW¼; N½ of SE¼; and SW¼ of SE¼.
Sec. 2: N½ of N½, or Lots 1, 2, 3 and 4; S½ of NE¼; SW¼ of NW¼; SE¼ of SW¼; and SE¼.
Sec. 3: S½ of NE¼; and S½.
Sec. 4: N½ of N½, or Lots 1, 2, 3 and 4; S½ of N½; and S½.
Sec. 6: N½ of N½, or Lots 1, 2, 3 and 4; S½ of NE¼; SW¼ of NW¼, or Lot 5; SE¼ of NW¼; NE¼ of SW¼; W½ of SW¼, or Lots 6 and 7; SE¼ of SW¼, and SE¼.
Sec. 7: SE¼.
Sec. 8: All.
Sec. 9: N½; SW¼; N½ of SE¼; and SW¼ of SE¼.
Sec. 10: N½; N½ of SW¼; N½ of SW¼ of SW¼; SE¼ of SW¼; and SE¼.
Sec. 11: S½ of NW¼; and SW¼.
Sec. 12: NW¼; and S½.
Sec. 14: N½; SW¼; and N½ of SE¼.
Sec. 15: NW¼ of SE¼.
Sec. 16: W½ of NE¼; and W½.
Sec. 17: NE¼; N½ of NW¼; SE¼ of NW¼; and E½ of SW¼.
Sec. 18: NE¼; E½ of NW¼; W½ of W½, or Lots 1, 2, 3, and 4; E½ of SW¼; and SE¼.
Sec. 19: SW¼ of NE¼; NE¼ of NW¼; S½ of SE¼ of NW¼; NE¼ of SW¼ and N½ of SE¼.
Sec. 20: N½ of NE¼; SE¼ of NE¼; N½ of NW¼, except the interest in the SE¼ of the NE¼ conveyed by Owen-Oregon Lumber Co. to the City of Medford and released from this mortgage by that certain instrument of August 18, 1926, recorded in Volume 146, at page 593 of the Mortgage Records of Jackson County, Oregon.
Sec. 21: E½ of NE¼; NW¼ of NW¼; NE¼ of SW¼; and S½ of S½.
Sec. 22: NE¼; and S½.
Sec. 23: N½ of NE¼; SW¼ of NE¼; E½ of NW¼; NE¼ of SE¼; and S½ of SE¼.
Sec. 24: All.
Sec. 25: NE¼; E½ of NW¼; and SE¼.
Sec. 26: NW¼ of NW¼; S½ of NW¼; and S½.
Sec. 27: N½.
Sec. 28: All.
Sec. 29: N½; and SW¼.
Sec. 30: NE¼; E½ of NW¼; W½ of W½, or Lots 1, 2, 3 and 4; E½ of SW¼; and SE¼.
Sec. 32: All.
Sec. 33: SE¼ of NE¼.
Sec. 34: N½; and SW¼.
Sec. 35: N½ of N½; SW¼ of NW¼; W½ of SW¼; N½ of SE¼; and SE¼ of SE¼.
Sec. 36: N½; SW¼; NW¼ of SE¼; and S½ of SE¼.
In Township 35 South, Range 4 East:
Sec. 20: S½ of NE¼; NE¼ of NW¼; S½ of NW¼; N½ of SW¼; and NW¼ of SE¼.
Sec. 30: S½ of NE¼; SE¼ of NW¼; and NE¼ of SE¼.
In Township 36 South, Range 2 East:
Sec. 2: N½ of NE¼, or Lots 1 and 2; S½ of NE¼; and SE¼.
In Township 36 South, Range 3 East:
Sec. 1: SW¼; N½ of SE¼; and SE¼ of SE¼.
Sec. 2: N½ of N½, or Lots 1, 2, 3 and 4; S½ of N½; and S½.
Sec. 4: SW¼.
Sec. 5: E½ of SE¼.
Sec. 8: NE¼.
Sec. 9: SE¼.
Sec. 10: NE¼ of NE¼; S½ of NE¼; SW¼ of NW¼; W½ of SW¼; SE¼ of SW¼; and SE¼.
Sec. 12: S½.
Sec. 15: SW¼.
Sec. 18: SE¼.
Sec. 21: NE¼ of NE¼; S½ of NE¼; and SE¼ of NW¼.

Second: Timber Rights Only

The merchantable timber upon the following described lands: (The expiration of the time for removal is indicated in the parentheses which accompany the respective descriptions.)
In Township 33 South, Range 1 East:
Sec. 25; S½ of SW¼; and SW¼ of SE¼ (July 17, 1933).
In Township 33 South, Range 3 East:
Sec. 34: SE¼ of NE¼ of SW¼; NE¼ of SE¼ of SW¼; SW¼ of NW¼ of SE¼; and NW¼ of SW¼ of SE¼. (Unlimited.)
In Township 34 South, Range 2 East:
Sec. 30: SE¼ of SE¼ (Unlimited).
Sec. 33: E½ of NW¼ (February 3, 1940).
In Township 34 South, Range 4 East:
Sec. 31: All of the timber and forest products upon W½ of E½ and E½ of W½ (May 11, 1936).
In Township 35 South, Range 1 East:
Sec. 13: W½ of SE¼ (February 4, 1940).
Sec. 14: SE¼ of NW¼; and SE¼ (February 4, 1940).
Sec. 23: N½ of NE¼; SE¼ of NE¼; and N½ of SE¼ (February 4, 1940).
Sec. 24: W½ of NE¼; and SW¼ of NW¼ (February 4, 1940).
In Township 35 South, Range 2 East:
Sec. 1: SW¼ of SW¼ (Unlimited).
Sec. 2: NW¼ of NE¼, or Lot 2; N½ of NW¼, or Lots 3 and 4; SE¼ of NW¼; and S½ of S½ (Unlimited).
Sec. 3: S½ of SE¼ (Unlimited).
Sec. 4: SW¼ of NE¼; W½ of SE¼; and SE¼ of SE¼ (Unlimited).
Sec. 12: NE¼ and N½ of NW¼ (Unlimited).
Sec. 14: E½ of W½ (May 23, 1935).
In Township 35 South, Range 3 East:
Sec. 7: E½ of NE¼; NW¼ of NE¼; NE¼ of NW¼; and W½ of NW¼, or Lots 1 and 2 (Unlimited).
Sec. 9: SE¼ of SE¼ (Unlimited).
Sec. 10: S½ of SW¼ of SW¼ (Unlimited).
Sec. 12: NE¼ (December 17, 1944).
Sec. 15: SE¼ of SE¼ (August 20, 1933); and all timber and forest products upon S½ of SW¼ and SW¼ of SE¼ (March 21, 1937).
Sec. 16: N½ of NW¼ of SE¼ (Unlimited).
Sec. 17: SW¼ of NW¼; W½ of SW¼; and SE¼ (August 21, 1935).
Sec. 20: SW¼ of NE¼; and S½ of NW¼ (November 22, 1933).
In Township 36 South, Range 3 East:
Sec. 3: N½ of NE¼, or Lots 1 and 2; NE¼ of NW¼, or Lot 3; S½ of NW¼; SW¼ (November 5, 1933); NE¼ of SE¼; S½ of SE¼ (November 24, 1943); and all timber and forest products upon SW¼ of NE¼ (January 26, 1946).

Third: Town Properties

In Berryvale Addition to the City of Medford, in Jackson County, Oregon, the following:
In Block One (1), all.
In Block Two (2), all.
In Block Three (3), all.
In Block Four (4), Lots 1, 3, 9, 13, 14 and 15.
In Block Six (6), Lots Six (6) and Twenty-four (24).
In Block Eight (8), Lots Eight (8) and Eleven to Sixteen (11-16) inclusive.

In the Ish Addition to the City of Medford, in Jackson County, Oregon, the following:

In Block One (1), the parts of Lots Six (6), Seven (7), Eight (8), and Nine (9) which lie North of the Pacific & Eastern Railroad; parts of Lots Five (5) and Six (6), as follows:

Commencing at the Southeast corner of Lot numbered Five (5) in Block numbered One (1) of the Ish Addition to the town (now City) of Medford, and running thence North 35° 30' West along the line of North Central Avenue 305½ feet; thence South 54° 30' West 270 feet to the east line of Right of Way of the Oregon and California Rail Road Right of Way; thence South 35° 30' East along said Right of Way, 305½ feet; thence North 54° 30' East 270 feet to the place of commencing, containing 1.88 acres.

In Block One (1), all of Lots Ten to Seventeen (10-17), inclusive.

In Block Two (2), all.

In Block Three (3), the parts of Lots Three (3), Four (4), Five (5), Nine (9) and Ten (10), which lie North of the Pacific & Eastern Railroad, and all of Lots Six (6), Seven (7) and Eight (8).

In Block Four (4), the parts of Lots Three (3) and Four (4) which lie North of the Pacific & Eastern Railroad, and the part of Lot Four (4) lying North of the Section Line between Sections Thirteen (13) and Twenty-four (24) in Township 37 South, Range 2 West, and all of Lot Five (5).

The following two tracts of land lying North of the said Ish Addition:

(a) Beginning at a point which bears North one minute East 650.76 feet from the Southwest corner of Donation Land Claim No. 60, Township Thirty-seven (37) South, Range Two (2), West, W. M., and running thence East 710 feet; thence North one minute East 250.4 feet; thence West 710 feet to the West boundary of said D. L. C. No. 60; thence South one minute West along said boundary 250.36 feet to the place of beginning, containing 4.07 acres.

(b). Commencing 18.67 chains South of the Northwest corner of D. L. C. No. 60, Township 37 South, Range Two (2) West of the Willamette Meridian; thence South 600 feet, more or less, to the North line of the Ish Addition to the City of Medford, according to the recorded plat thereof, said point being due East of the Northeast corner of D. L. C. No. 88, of said Township and Range; thence West to said Northeast corner of said D. L. C. No. 88 and along the North line of said D. L. C. No. 88, 1,011.52 feet, more or less, to the East line of the O. & C. Railway right of way; thence Northwesterly along said East line of said right of way 735 feet, more or less, to a point due West of the point of beginning; thence East 1,438 feet, more or less, to the point of beginning, containing 17.01 acres, more or less.

Fourth: Medford Millsite

Beginning at a point on the West boundary of Donation Land Claim No. 61 which point lies North 0° 02' East, 1016.24 feet from the Southwest Corner of said Donation Land Claim No. 61 and running thence N. 0° 02' E. along said West Boundary 336.06 feet to a concrete monument; thence N. 47° 53' W. 80.00 feet to a concrete monument; thence N. 54° 41' W. 100 feet to a concrete monument; thence N. 57° 46' W. 304.0 feet to a concrete monument; thence N. 54° 10' W. 50.0 feet to a concrete monument; thence N. 44° 37' W. 45.0 feet to a concrete monument; thence N. 33° 09' W. 45.0 feet to a concrete monument; thence West along the South Boundary of Donation Land Claim No. 60, 1463 feet to a concrete monument; thence N. 0° 07' W. 650.75 feet to a concrete monument; thence S. 89° 59' E. 20.0 feet to a concrete monument; thence N. 0° 01' E. 244.8 feet to a concrete monument; thence S. 89° 33' E. 201.5 feet to a concrete monument; thence N. 26° 53' W. 281.9 feet to a concrete monument; thence S. 89° 43' W. 784.0 feet to a concrete monument on the West Boundary of D. L. C. No. 60; thence N. 0° 01' E. along said West Boundary 262.18 feet to a concrete monument; thence N. 89° 55' W. 1520 feet to a concrete monument on the East Boundary of the right of way of the Southern Pacific Railroad; thence S. 35° 08' E. 2639.7 feet to a concrete monument; thence N. 0° 01' E. 121.5 feet to a concrete monument; thence S. 35° 08' E. 1711.2 feet to a concrete monument; thence N. 54° 52' E. 329.9 feet to a concrete monument; thence S. 35° 08' E. 313.2 feet to a concrete monument; thence N. 54° 52' E. 512.3 feet to a concrete monument; thence N. 35° 13' W. 237.2 feet to a concrete monument; thence N. 54° 55' E. 659.2 feet to a concrete monument; thence N. 34° 59' W. 188.6 feet to a concrete monument; thence N. 54° 13' E. 614.3 feet to a concrete monument at the place of beginning, containing approximately 140 acres in Sections 13, 14 and 24 in Township 37 South, Range 2 West, W. M., Jackson County, Oregon; and being all those lands conveyed by deeds recorded in the Deed Records of Jackson County, Oregon, at Vol. 152, Page 434; Vol. 152, Page 435; Vol. 153, Page 262; Vol. 153, Pages 88-89; Vol. 151, Page 323; Vol. 156, Page 105; Vol. 151, Page 637; Vol. 150, Page 131, and all that property described as being in the Ish Addition in the Special Master's Deed Recorded in Vol. 134, Pages 49 to 61, except a rectangular parcel, 185.0 feet by 512.3 feet under contract to the Tomlin Box Co., also all of Blocks 1, 2 and 3 and their included streets and alleys in the Berrydale Addition to Medford, Oregon, to which title is now being perfected.

Together with all sawmills, planing mills, dry kilns, buildings and other improvements of every kind thereon, and all machinery and equipment of every kind used or acquired for use by the Owen-Oregon Lumber Co. and/or Medford Logging Railroad Company in their operations on the property in this Instrument described.

Pipe Line Rights of Way Excepted

Excepting, however, from the foregoing, the pipe line rights of way conveyed to the City of Medford by the Owen-Oregon Lumber Co. and released from said mortgage by that certain instrument of August 18, 1926, recorded in Volume 164, at page 593 of the Mortgage Records of Jackson County, Oregon.

Fifth: Railroads

(A) A standard gauge logging railroad approximately 11¼ miles in length and now in operation, known as Owen-Oregon Logging Railroad, situate in Jackson County, Oregon, and more particularly described as follows:

Beginning at a point on the Main line of the Medford Logging Railroad, approximately one-half mile West of its Eastern Terminus near Butte Falls, and running thence in an Easterly and Southerly direction through Sections 10, 11 and 12 in Township 35 South, Range 2 East, and Sections 7, 18, 17, 20, 21, 16, 22, 27, 26 and 25 in Township 35 South, Range 3 East to its eastern terminus on the range line between Township 35 South, Range 3 East and Township 35 South, Range 4 East; together with 13¼ miles of spur track from said railroad running into Sections 7, 21, 22, 27, 26, 25, 36 and 35, in Township 35 South, Range 3 East, and into Section 1 in Township 36 South, Range 3 East, and Sections 30, 31, 29, 20 and 32 in Township 35 South, Range 4 East.

(B) A standard gauge logging railroad approximately 32 miles in length and now in operation, known as Medford Logging Railroad, situate in Jackson County, Oregon, and more particularly described as follows:

Beginning at Crater Lake Junction on the Southern Pacific Main line at a point near the center of Section 24 in Township 37 South, Range 2 West, thence in a Northeasterly direction through said Section 24 and Section 13 in said Township and Range; thence Northeasterly and North through Sections 18, 7 and 6 in Township 37 South, Range 1 West; thence North and Northeasterly through Sections 31, 30, 19, 20, 17, 8, 9, 4 and 3 in Township 36 South, Range 1 West; thence Northeasterly and Southeasterly through Sections 34, 35, 26, 23, 14, 12 and 13 in Township 35 South, Range 1 West; thence Easterly and Northeasterly through Sections 18, 17, 8, 5, 4, and 3 in Township 35 South, Range 1 East; thence North and Southeasterly through Sections 34 and 35 in Township 34 South, Range 1 East; thence Easterly through Sections 2 and 1 in Township 35 South, Range 1 East; thence North and Southeasterly through Section 36, Township 34 South, Range 1 East; thence South through Section 1 in Township 35 South, Range 1 East; thence South, Easterly, Northeasterly and Southeasterly through Sections 6, 7, 8, 5, 4, 9 and 10 in Township 35 South, Range 2 East, to its Eastern Terminus in the town of Butte Falls.

(C) All rails, ties, switches, sidings, spurs, branches, extensions, docks, terminals, station buildings, water tanks, structures, telegraph and telephone lines and all other property, real, personal or mixed, appurtenant to the railroads described in Subdivisions "A" and "B" of this Clause; together with all and singular the tenements, hereditaments, privileges and appurtenances belonging or in anywise appertaining to said Railroads.

Also all rights of way of (or acquired in connection with) above described railroads or any extensions thereof or relocations thereof or logging spurs in connection therewith; and all tracks, rails, ties, switches and other appliances used in connection with the same. Any and all extensions and relocations of said railroads, or any part or parts thereof, and all additions to the same, and all betterments and improvements made thereon or thereto; and all locomotives, cars, tools and other railroad equipment of every kind and any and all property, real, personal, or mixed used or acquired for use in connection with said railroads or any part or parts thereof. Also all bridges, superstructures, stringers, ties, rails, frogs, bolts, supplies, and other railroad appurtenances used in connection with said railroads.

A perpetual right of way over the following described lands for the construction, maintenance and operation of a railway and railway equipment and railway sidings and spurs, with the right to enter upon, grade, construct, build and maintain such railway across the same, and to use so much thereof as is necessary for such railway construction and operation, and to locate such road spurs and sidings at such places as shall be necessary or convenient to the owner thereof. In Township 35 South, Range 3 East: Sec. 15: SW¼ of SE¼; and S½ of SW¼. Sec. 19: NW¼ of NW¼, or Lot 1. Sec. 20: SW¼. Sec. 33: NE¼ of SE¼; in Township 36 South, Range 3 East: Sec. 3: SW¼ of NE¼. And the right to build such roads, tramways and other means of conveyance for the removal, before the expiration of the time limited therefor as hereinabove stated, of the timber on the following lands: In Township 34 South, Range 4 East: Sec. 31: W½ of E½; and E½ of W½; in Township 35 South, Range 4 East: Sec. 17: All; Sec. 19: All.

Sixth: Logging Camp Equipment and Miscellaneous Properties

(a) All locomotives, logging cars, supply and camp cars, skidders, loaders, steam shovels, tractors, auto trucks, wagons, live stock, and all logging equipment, camp equipment and other equipment and machinery of every kind owned by Owen-Oregon Lumber Co. and Medford Logging Railroad Company, or either of them, in connection with their operations on the mortgaged property.

(b) Also all timber which is standing on the lands hereinabove described, or which has been felled thereon; all rights of way, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the above described properties.

(c) All sawmills, accessory plants, warehouses, dwellings, structures, railroads and other improvements and all machinery, equipment, appliances and other facilities of every kind owned, used or acquired for use by the Owen-Oregon Lumber Co. and Medford Logging Railroad Company, or either of them, in connection with their operations or business upon the above described properties, and attached to or in any way forming a part thereof, on the above described real estate, or any part thereof.

(d) All mill machinery, other machinery, engines, boilers, equipment, appliances and facilities not described in "(c)" next above heretofore owned, used, or acquired for use by the Owen-Oregon Lumber Co. and Medford Logging Railroad Company, or either of them, in connection with their operations or business upon the above described real estate and not attached to or in any way forming a part thereof.

Seventh: Exception as to Certain Standing Timber: Excepting, however, from that portion of the above described properties appearing under the caption "First: Fee Simple Lands," the right to remove within two years from the date of confirmation of sale to be made under this decree, the standing timber upon the following of such "Fee Simple Lands," viz:
N½ of SW¼, SE¼ of SW¼ and W½ of SE¼ of Section 12, in Township 35 South, Range 2 East, W. M.; and
SE¼ of Section 7;
N½ of NE¼, NE¼ of SW¼, SW¼ of SW¼, or Lot 4, and W½ of SE¼ of Sec. 18;
SW¼ of NE¼ of Section 19;
NW¼ of NE¼ of Section 20;
SW¼ of SE¼ of Section 23;
NW¼ of NW¼ and SW¼ of SE¼ of Section 28;
N½ of NE¼ of Section 29;
W½ of NE¼ of Section 30;
NE¼ of NW¼ of Section 32;
SE¼ of NE¼ of Section 33; and
SW¼ of Section 34;
All in Township 35 South, Range 3 East, W. M.; and
SE¼ of NE¼, NE¼ of NW¼, SW¼ of NW¼ and NW¼ of NE¼ of Section 20, in Township 35 South, Range 4 East, W. M.; and
W½ of SW¼ of Section 2;
SE¼ of NE¼ of Section 10;
SW¼ of SW½ of Section 12; in Township 36 South, Range 3 East, W. M.

This right being upon condition, however, that all taxes due or to become due upon the above described lands and the timber thereon shall be paid by the Owen-Oregon Lumber Co., its successors or assigns, before such taxes become delinquent and that, upon taxes becoming delinquent upon any description, the right to remove timber upon that description is at an end.

The terms and conditions upon which said properties are to be sold are set forth in the Fifth, Sixth and Seventh paragraphs of said decree and are as follows, viz.:

Fifth . . . That the Special Master shall offer the personal property (which is described in subdivisions (a) and (d) of preceding paragraph "Sixth" hereof, and of Item Sixth of Paragraph "Fourth" of said decree), and the real property (description of which is set forth in said Item Sixth of Paragraph "Fourth" otherwise than in said subdivisions (a) and (d) of preceding paragraph "Sixth" hereof, and of said Item Sixth of said Paragraph "Fourth", separately and each as a whole; and shall offer the personal property first.

That said Master shall accept no bid unless accompanied by a deposit of either cash or certified check or certificate of deposit issued by a responsible national bank in an amount not less than ten percent. of the bid, or by deposit of bonds secured by said mortgages in an amount of not less than thirty percent. of the bid; that in case any bidder shall fail to make good his bid, upon the same being confirmed by the court, or shall fail to comply with any order of the court relative to the payment thereof, said deposit may be forfeited and applied toward the expenses of a resale of the property and/or to make good any deficit or loss in case the amount received through such resale be less than the amount of such purchaser's bid; and in case the bid, such a deposit having been made, is not confirmed by the court for any cause other than the bidder's failure to comply with the terms of his bid, such deposit shall be returned to the bidder; and in case the bid is confirmed, the amount of the deposit may be applied toward the payment of the bid. That the publication of the notice herein directed may begin as soon as said Master shall deem practical and all, or such portion thereof as is had within the ten days allowed the Owen-Oregon Lumber Co. and Medford Logging Railroad Company to pay the indebtedness adjudged herein shall run concurrently therewith.

Sixth: That the purchaser or purchasers at the sale of the mortgaged premises may, upon payment to the Special Master making the sale of a sum in cash sufficient to pay the costs of this cause, including the compensation and expenditures of the Special Master and the amount adjudged to be due to the plaintiff in Findings of Fact "F" and "I" of said decree and Paragraphs "First" and "Second" of said decree, apply any of the aforesaid bonds and coupons at their par value plus accrued interest, to the payment of his bids on the basis upon which such bonds and/or coupons may be entitled to participate in the proceeds of said sale; and may also use in paying said bids the receipts of the plaintiff for the amounts to which he is adjudged entitled by said Findings of Fact "F" and "I" of this decree and said Paragraphs "First" and "Second" of said decree. That if the personal and real property are purchased by different bidders, the bonds, coupons and receipts aforesaid may be applied in payment of the respective bids in the proportions which each bid bears to the sum of the two bids. That if any of said bonds and/or coupons are used in purchasing said mortgaged property to an extent less than their par value and accrued interest, the Special Master shall endorse thereon a statement that the same are paid to the extent so used and return them to the person or persons from whom he receives them; that the plaintiff and holders of bonds and coupons issued under said mortgage may bid for and purchase the mortgaged property at said sale without other accountability than compliance with the terms of said sale; and that the aforesaid notice of such sale shall state the substance of Sections 11 and 12 of Article V of said mortgage of November 16, 1925, as such substance is stated in Finding of Fact "K" of said decree, and that in event of the mortgaged property being sold under a bid made pursuant to said sections the purchase price may be paid by the use of bonds, coupons and releases as provided in said Section 11. That the Special Master shall make full report to this court of his proceedings hereunder and shall deposit in the registry of this court all funds coming to his hands as proceeds of said sale that the same may be disposed of or applied under subsequent orders in this cause.

Seventh: That upon confirmation of the sale by the Court and payment in full of the purchase price, and upon compliance with all the terms of the sale, the aforesaid Special Master shall make, execute and deliver to the purchaser or purchasers, his or their successors or assigns in form to be approved by this court, a proper instrument transferring the personal property so sold, and a certificate of sale of the real property so sold, subject to the Oregon statutory right of redemption; and in event said statutory right of redemption is not exercised within the period allowed by law the said Special Master shall make, execute, acknowledge and deliver to said purchaser or purchasers, his or their successors or assigns, a deed of conveyance of said real property. Upon delivery of said transfer of said personal property and upon the delivery of said certificate of sale, the grantees therein shall be let into possession of the property so sold, and any party to this cause who may be in possession of said property, or any part thereof, shall deliver up possession of the same.

That the purchaser, or purchasers, or their heirs, successors or assigns, shall, upon the delivery to them of said instrument or instruments of conveyances by the Special Master, be vested with the title to and shall hold possession of and enjoy said property so sold, and all rights, privileges, immunities and franchises appertaining thereto, as fully and completely as the said Owen-Oregon Lumber Co. and Medford Logging Railroad Company held and enjoyed or were entitled to hold and enjoy the same at the time of and subsequent to the execution and delivery of said mortgage of November 16, 1925, and said supplements thereto; subject only to the Oregon statutory right of redemption as it applies to said real estate.

The substance of said Sections 11 and 12 of Article V of said mortgage, as stated in said Finding of Fact "K", is as follows:

(K) It is provided by Section 12 of Article V of the original mortgage that upon the trustee giving notice of the foreclosure sale of the mortgaged property for thirty days or for such length of time as may be required by law, in a newspaper published in the English language in the jurisdiction in which he deems the greater part of the mortgaged property is located, describing the property and specifying the terms of sale, the holders of bonds and coupons, at any time before the expiration of twenty-one days from the first publication, may either bring suit thereon or deliver them to the corporate trustee, with written request upon such trustee to stamp upon them that they are not secured by said mortgage; that the bondholders doing neither have elected to subject their bonds and coupons to Section 11 of Article V of said mortgage, and that bonds so sued upon or delivered for stamping are no longer secured by the mortgage and are no longer "outstanding" under said Section 11. Said Section 11 provides that if the holders of at least 80% in amount of the then "outstanding" bonds and coupons, indemnify the trustee and deposit with him such bonds and coupons with enough money to pay so much of the bids as cannot be paid in bonds and coupons, and in writing so request, such trustee may buy the mortgaged property for the benefit of the "outstanding" bonds and coupons and organize a corporation upon the terms and in the manner directed by such 80% thereof, to which corporation the property is to be transferred and their pro rata part of such stock issued to such holders; that the trustee may pay the purchase price of the mortgaged property by tendering such "outstanding" bonds and coupons as may be in his possession for cancellation or endorsement for pro rata credit, and by tendering a release, full or partial, of other "outstanding" bonds and coupons; and by paying in cash (supplied by the bondholders making the request) the amount required to comply with the terms of the decree of sale; and that any cash advanced to the trustee for any purpose of this section shall become an indebtedness of the corporation.

The above named plaintiff, named as Trustee in and under said original mortgage-deed-of-trust and supplemental mortgage, joins herein for the purpose of giving the notice hereby given of said sale, and of the contents of said Sections 11 and 12 of Article V of the aforementioned original mortgage-deed-of-trust.

HENRY F. CHANEY,
Special Master.
CALVIN FENTRESS,
As Trustee under said original mortgage-deed-of-trust, and said supplement thereto.

Sonnenberg Given Term In Bastile

LAWRENCE, Mass., Aug. 3.—(AP)—Gus Sonnenberg, former claimant, to the world's heavyweight wrestling title, was found guilty today of driving while under the influence of liquor and driving to endanger. He was sentenced to pay a fine of $100 on the first charge and to serve three months in the house of correction on the other. He appealed and was held in $600 bail.

Horse Swapping Revival Talked

PRENTISS, Miss., Aug. 3. — (AP) — Horse lovers of the old Bourbon school which flourished in South Mississippi 40 years ago have considered a renaissance of "hoss" swapping to perk up business in the horseflesh industry and to give the machine generation something to think about.

Salem—Johnson's store, 464 State street, undergoing extensive improvements.

Work started on improvement of Tillamook-Kilchis river section of Oregon coast highway.

Portland—Odom & Durette, Salem, received $19,980 contract for cleaning and painting interstate bridge.

Myrtle Point—J. P. Cullen to open auto top and body shop at corner Fifth and Maple.

Portland—Bids asked for improving East 58th street from center line to Broadway to center line of Hancock.

Work on top of Oregon coast highway between Gardiner and Glenada to be completed by October 1.